

Minnehaha Creek Watershed District

REQUEST FOR BOARD ACTION

TITLE: Final Approval of Powell Road Stormwater Diversion Project Design, City of Hopkins and St. Louis Park Project Agreements, Project Easement, MCWD Permit and Authorization to Solicit Bids for Construction.

RESOLUTION NUMBER: 14-086

MEETING DATE: October 23, 2014

PREPARED BY: Renae Clark

E-MAIL: rclark@minnehahacreek.org

TELEPHONE: 952-471-8226

REVIEWED BY: Administrator Counsel Program Mgr. James Wisker
 Board Committee Engineer Other

WORKSHOP ACTION:

<input type="checkbox"/> Advance to Board mtg. Consent Agenda. action.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date): _____	<input type="checkbox"/> Refer to taskforce or committee (date): _____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
<input checked="" type="checkbox"/> Other (specify): <u>FINAL ACTION</u>	

PURPOSE or ACTION REQUESTED:

The Board of Managers is requested to take the following action:

1. Final approval of project plans
2. Approve project agreements with the City of Hopkins which will operate and maintain the new infrastructure and the City of St. Louis Park.
3. Approve an additional project easement
4. Approve MCWD Permit 14-433
5. Authorize staff to solicit bids for construction

PROJECT/PROGRAM LOCATION:

See attached maps

PROJECT TIMELINE:

December 2012-May 2013	Project Feasibility
June 2013	Community Informational Meeting and Public Hearing
July 2013	Project Ordering
October 2014	Complete design and specifications for Powell Road diversion
November 2014	Submit final plans and specifications to MPCA for technical review for PSIG
February – March 2015	Solicit bids for construction
April – June 2015	Construction

PROJECT/PROGRAM COST:

Fund 3145: 325 Blake Road Stormwater Management Project
2015 Budget: \$1,124,211

Powell Rd. Project Estimate: \$1,032,391

Funding Discussion:

The total estimate for the 325 Blake Road Stormwater Management Project, based on information from the feasibility study at the time of project ordering in 2013, was \$2,747,100. As pursuant to the 2014 project workplan the total project cost estimate was revised to be \$3,531,500. The Powell Road stormwater diversion project element was budgeted and levied for \$1,132,300 based on the best available design and cost information.

The Board has previously directed staff to explore means to defray project costs. On July 31, 2014 the Board of Managers authorized staff to submit a Point Source Implementation grant (PSIG) application to Minnesota Public Facilities Authority (PFA). The PSIG program (Minnesota Statutes, Section 446A.073 as amended) provides 50% of eligible project costs up to \$3-million, for wastewater or stormwater projects that have been ranked on the Project Priority List. The District's first PSIG funding application for the competitively ranked 325 Blake Road Stormwater project is for the two phases of the 325 Stormwater Management Project anticipated for construction in 2015 (Powell Road and Lake Street diversions). Application for additional funding towards final implementation of the 325 Blake Road Stormwater project will occur in subsequent years, as project schedule dictates. Final disbursement of funds is contingent on MPCA approval of construction plans and specifications, anticipated in January 2015.

PAST BOARD ACTIONS:

September 22, 2011	RBA 11-085	Authorization to Purchase 325 Blake Road
August 23, 2012	RBA 12-080	Authorization to initiate feasibility
June 13, 2013	Review Draft Feasibility	No Action Required
June 27, 2013	Public Hearing for Ordering	No Action Required
July 25, 2013	RBA 13-078	Ordered 325 Blake Road Stormwater Management Project
April 24, 2014	RBA 14-029	Authorized staff to solicit project design services
		Authorization to award a design contract to Wenck Associates for a not to exceed amount of \$88,000 for 325 Blake Road Stormwater Management Project: Powell Road Pipe Diversion
June 26, 2014	RBA 14-052	Authorization to enter into easement agreement, 8050 Powell Road/8098 Excelsior Boulevard
July 31, 2014	RBA 14-060	Authorization to submit Point Source Implementation grant application to Minnesota Public Facilities Authority (PFA)
August 28, 2014	RBA 14-067	Acceptance of Soo Line Rail License
September 11, 2014		Powell Road Project Design Update

SUMMARY:

The Powell Road stormwater diversion project is part of a suite of projects to provide regional stormwater management on the District's property at 325 Blake Road in Hopkins as described below. A 216.9 acre drainage area south of 325 Blake Rd. will be captured and diverted on Powell Road through a new storm sewer which crosses private property and will be tunneled under the existing railroad to 325 Blake Rd. The project will use a weir within a constructed manhole to divert low flows, accounting for 95% of the 1 inch rain event, through the new diversion pipe to a future regional stormwater facility. Prior to the construction of the regional facility, flows will be controlled using a notch in the weir. When the regional system comes online, the notch in the weir will be brought to design elevation with stop logs and the stop logs will be permanently secured.

The new storm sewer diverted on Powell Road will cross private property at the location of 8050 Powell Road, St. Louis Park and 8098 Excelsior Blvd, Hopkins owned by Alex Ugorets. To construct the project the District requires a temporary and permanent construction easement. On June 26, 2014 the Board approved an agreement for an easement with the property owner and the agreement thereafter was signed by the parties.

The agreement allowed the District an option to execute and record a project easement based on a satisfactory outcome of two contingencies which included completion of environmental due diligence and obtaining the right to install the new storm sewer on rail right-of-way. The Board found a draft License Agreement from Soo Line Rail Company, doing business as Canadian Pacific, acceptable and authorized the District administrator to sign the License Agreement with any further adjustments to the benefit of the District, since which have been agreed to by the parties. Environmental due diligence has been completed and there is no indication of special soil disposal requirements or other existing environmental contamination factors that might increase project costs or District liability risk, or make the project not feasible. Since the time of the easement agreement, Mr. Ugorets has purchased a 30 foot wide parcel contiguous to the northern boundary line of his property, previously under Soo Line ownership. Mr. Ugorets has agreed to provide an easement for crossing this area at no additional cost to the District.

The project is located within both the City of Hopkins and St. Louis Park. The design is being coordinated with both cities for their review and approval. It is the intent that the entire system be operated and maintained by the City of Hopkins. Draft agreements between the MCWD and both the City of Hopkins and St. Louis Park are attached for review and approval. Hopkins is scheduled to approve the agreement on October 21, 2014 and St. Louis Park is scheduled to approve the agreement in November.

The Board of Managers is also requested to take action on the District permit for erosion control; the permit report for MCWD permit 14-433 is attached. Additional analysis of the project design shows the project does not adversely impact peak flood elevations and reduces peak flow and volume for the 1, 10 and 100 year storm events as described in the permit report.

BACKGROUND:

Through the Minnehaha Creek Watershed District's Balanced Urban Ecology Policy the District recognizes the integrated relationship of water resources and the built environment and that water resources implementation is strengthened by collaborative efforts. This framework reinforces the District's commitment to integrating its water resource implementation efforts with urban planning, through innovation, partnership and a sustained geographic focus.

The District has focused strategically on a portion of the Creek system most in need, between West 34th Street and Meadowbrook Lake referred to as the Urban Creek Corridor. The Minnehaha Creek/Lake Hiawatha Total Maximum Daily Load Study identified this area as generating the highest pollutant load per unit area when compared to other reaches of Minnehaha Creek.

The 325 Blake Road parcel in the City of Hopkins was purchased by the District in 2011 and is located in the heart this priority project area for the Minnehaha Creek Watershed District. The site is 16.8-acre and currently houses a cold storage warehouse. The parcel was strategically acquired by MCWD for purposes of expanding the riparian greenway around Minnehaha Creek and improving area wide stormwater management. The portion of the parcel not required to fulfill these purposes will be sold for redevelopment, which will allow the District to recover a significant portion of its initial investment. The site represents one piece of the District's larger strategic initiative to (1) improve the quality and manage the quantity of stormwater runoff; (2) enhance the ecological integrity of the stream system; and (3) facilitate broader community goals of public partners including economic development and livability by allowing the restored stream system to be integrated into the developed landscape.

Approximately 329.8 acres of land surrounding 325 Blake Road currently drains to Minnehaha Creek, most of which goes untreated. The July 2013 Feasibility Study evaluated options to capture as much "first flush" stormwater runoff from the surrounding watersheds as possible. The Study indicated that phosphorus loads can be reduced 70 to 90 percent by infiltrating and filtering the runoff from the 0.5-inch to 1.25-inch rain events. Analysis of the storm sewer networks concluded that that low flow drainage from approximately 268.3 acres could feasibly be diverted to a treatment facility at 325 Blake Road.

In July 2013 the Board ordered a capital project comprising a suite of phased projects to accomplish regional stormwater management at 325 Blake Road which includes two primary storm sewer diversions, pre demolition work at 325 Blake Road and a regional stormwater treatment area to be located at 325 Blake Rd. The Board authorized pre demolition planning in January 2014 and project design of the Powell Road storm sewer diversion in April 2014.

These projects are planned for phased implementation. Accordingly, the Powell Road Diversion planned to be constructed in 2015. The Lake Street Diversion is expected to designed and constructed in 2016 to coincide with Met Council's sewer project. Finally, the facilities on 325 Blake Road will be designed and constructed in coordination with site demolition and redevelopment in 2016 or later.

ATTACHMENTS:

1. 90% Project Plans
2. 90% Construction Estimate
3. Draft Project Cooperative Agreement between the MCWD and City of Hopkins
4. Draft Project Cooperative Agreement between the MCWD and City of St. Louis Park
5. MCWD Permit 14-433 report
6. Easement from Alex Ugorets for crossing former Soo Line property

APPENDICES:

- A. Agreement between Ugorets Properties LLC, Ugorets 8098 LLC and the Minnehaha Creek Watershed District
- B. Easement – 8050 Powell Road, St. Louis Park and 8098 Excelsior Boulevard, Hopkins, MN
- C. Ugorets Notice of Election to Proceed
- D. Utility Occupancy License No 4316301
- E. Hennepin County Regional Rail Authority Permit 32-14
- F. Phase II Soil Investigation Report October 2014

RESOLUTION

RESOLUTION NUMBER: 14-086

TITLE: **Authorization to Accept Utility Occupation License for Powell Road Pipe Diversion Project**

WHEREAS, The Minnehaha Creek Watershed District (MCWD) has adopted a *Comprehensive Water Resources Management Plan (WRMP)* in accordance with Minnesota Statutes §103B.231;

WHEREAS, the District's *Water Resources Management Plan* includes a Land Conservation Program;

WHEREAS, the WRMP capital improvement program includes the Minnehaha Creek Volume and Load Reduction project, which encompasses the construction of stormwater facilities to manage stormwater from the developed contributing area that presently discharges into Reaches 19-21 of the creek without volume control or water quality treatment;

WHEREAS, the WRMP established Minnehaha Creek as a key conservation area with goals of collaborating to create and preserve natural stream corridors, provide buffers, supplement other program activities, increase stormwater runoff abstraction, provide flood control, and promote public education and access;

WHEREAS, the WRMP provides that the Land Conservation Program will help accomplish these goals by connecting or expanding existing public lands, undertaking a restoration project, or by leveraging redevelopment opportunities, and further provides for capital spending within the Minnehaha Creek corridor (e.g., 5.8.2 and 5.8.5) to restore streambank stability and reduce stormwater volumes and nutrient *loading* to the creek, including construction of infiltration basins and devices, wetland restoration, reforestation, revegetation, and stormwater detention;

WHEREAS, the Board of Managers adopted a policy "In Pursuit of a Balanced Urban Ecology in the Minnehaha Creek Watershed District" to guide the MCWD's planning and watershed management activities, integrating its water resource implementation efforts with urban planning, through innovation, partnership and a sustained geographic focus;

WHEREAS, the Minnehaha Creek/Lake Hiawatha Total Maximum Daily Load Study identified the area between West 34th Street and Meadowbrook Lake as generating the highest pollutant load per unit area when compared to other reaches of Minnehaha Creek;

WHEREAS, the MCWD established the area between West 34th Street and Meadowbrook Lake as a priority area for capital project improvements, aimed at stormwater improvement and streambank restoration;

WHEREAS, in 2011 the District acquired property at 325 Blake Road for the purposes of stream restoration, stormwater management, corridor improvements, public land expansion and redevelopment opportunities;

WHEREAS, the planned improvements at 325 Blake Road are part of a larger comprehensive effort to manage regional stormwater and improve the riparian corridor that includes Methodist Hospital, Reach 20, 7630 Excelsior Blvd, Cottageville Park and Knollwood Mall;

WHEREAS, the Board of Managers reviewed the feasibility analysis and associated technical and financial information regarding the project for a regional stormwater project at 325 Blake Road in the Minnehaha Creek Subwatershed, which examines the feasibility of collecting and managing stormwater discharging to the creek within Reaches 19-21 and considered all input received from interested parties during the course of review;

- WHEREAS, in accordance with Minnesota Statutes § 103B.251, subdivision 3, the MCWD held a duly noticed public hearing on ordering of the Project on June 27, 2013, at which time all interested parties had the opportunity to speak for and against the Project;
- WHEREAS, the City of Hopkins City Council adopted a resolution of support for the project at its July 9, 2013 Council meeting;
- WHEREAS, the City of St. Louis Park City Council adopted a resolution of support for the project on September 3, 2013;
- WHEREAS, pursuant to Minnesota Statutes § 103B.251 and the WRMP, the MCWD Board of Managers ordered the 325 Blake Road Stormwater Management Project, with a total estimated cost of \$2,747,100;
- WHEREAS, based on further design analysis and details the preliminary total cost estimate for the three phases of the 325 Blake Road project as provided in the 2014 project work plan is \$3,531,500 and the current Powell Road diversion engineers estimate based on the 90% design is \$1,032,391;
- WHEREAS, the Board of Managers resolved that District staff shall explore means of defraying and fairly allocating project costs and shall make recommendations to the Board of Managers in advance of final design approval by the Board;
- WHEREAS the Board of Managers authorized District staff to submit a Point Source Implementation Grant (PSIG) application to the Public Facilities Authority whereas under the complete application the District is eligible for 50% of approved project costs up to \$3-Million;
- WHEREAS, the District is pursuing additional outside funding sources including the Department of Employment and Economic Development and partnership opportunities with the Metropolitan Council and others to offset capital construction costs;
- WHEREAS, the Board of Managers authorized an agreement and easement with the affected landowner of 8050 Powell Road, St. Louis Park and 8098 Excelsior Blvd, Hopkins, to provide for access and permanent rights over the project area to construct, maintain, and repair the project for total payment from the Watershed District to the landowner of \$77,800, site grading work which coincides with District construction activities as in kind payment valued at \$16,800, and use of District's stormwater facilities at 325 Blake Road to satisfy MCWD stormwater management rule requirements if the landowner elects to pave the improved graded areas, and authorized the following to implement the agreement:
1. The Board President may sign the agreement to convey the project easement for 8050 Powell Road, St. Louis Park and 8098 Excelsior Boulevard, Hopkins
 2. Initial payment to the landowner of \$38,900;
 3. The District Administrator may evaluate agreement contingencies, decide whether to complete the easement transaction within 120 days and, if so, to tender payment of the second \$38,900 to the landowner
 4. The Board President may sign, accept, and record the easement at 8050 Powell Road, St. Louis Park and 8098 Excelsior Boulevard, Hopkins;
- WHEREAS The landowner recently acquired from Soo Line Railroad a narrow strip of land contiguous to his northern boundary and below which the project crosses, and has agreed to amend the easement to include this land at no cost;
- WHEREAS, obtaining the right to install and maintain the stormwater conveyance under the rail right-of-way is necessary to construct the project and is a contingency of the easement agreement;

WHEREAS, Soo Line Railroad Company, doing business as Canadian Pacific, has provided Utility Occupancy License No. 4316301 to construct the project which has been accepted by the Board;

WHEREAS, environmental due diligence is a contingency of the easement agreement, has been completed by the District engineer, and in accordance with the recommendation of the District engineer does not identify concerns that measurably affect estimated project cost or liability risk or affect project feasibility;

WHEREAS, The District regulatory department has reviewed the proposed work for compliance with District rules and has prepared and submitted a report for Permit 14-433 recommending permit approval subject to conditions stated therein;

NOW THEREFORE BE IT RESOLVED, the Minnehaha Creek Watershed District Board of Managers hereby approves the 90% design for the Powell Road stormwater diversion project and authorizes staff to complete the design consistent with the 90% design and technical comments from the City of Hopkins, City of St. Louis Park and the PSIG review, which comments do not materially affect the current engineers cost estimate.

BE IT FURTHER RESOLVED, the Board of Managers hereby approves the Cooperative Agreement with the City of Hopkins and authorizes the District Administrator, on advice of Counsel to execute the agreement. The Administrator, on advice of counsel, may make minor, non-substantive changes to the agreement as may be requested by the City.

BE IT FURTHER RESOLVED, the Board of Managers hereby approves the Cooperative Agreement with the City of St. Louis Park and authorizes the District Administrator, on advice of Counsel to execute the agreement. The Administrator, on advice of Counsel, may make minor, non-substantive changes to the agreement as may be requested by the City.

BE IT FURTHER RESOLVED, the Board of Managers hereby approves MCWD Permit 14-433 for erosion control for the Powell Road stormwater diversion project.

BE IT FURTHER RESOLVED, the Board of Managers hereby authorizes the District Administrator to solicit public bids for construction.

BE IT FURTHER RESOLVED, the Board of Managers hereby authorizes the District President, upon advice of counsel, to sign, accept and record an easement from Alex Ugorets in order to reflect the change in the ownership of project lands adjacent to Soo Line Railroad corridor.

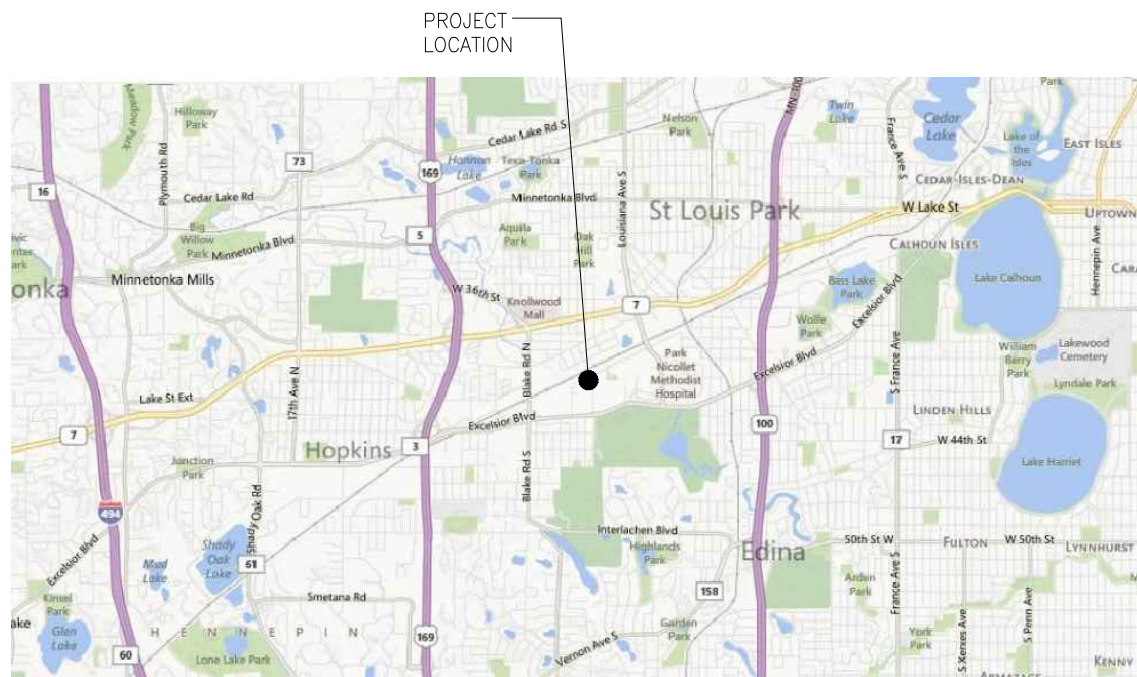
Resolution Number 14-086 was moved by Manager _____, seconded by Manager _____.
Motion to adopt the resolution ___ ayes, ___ nays, ___ abstentions. Date: October 23, 2014.

Secretary

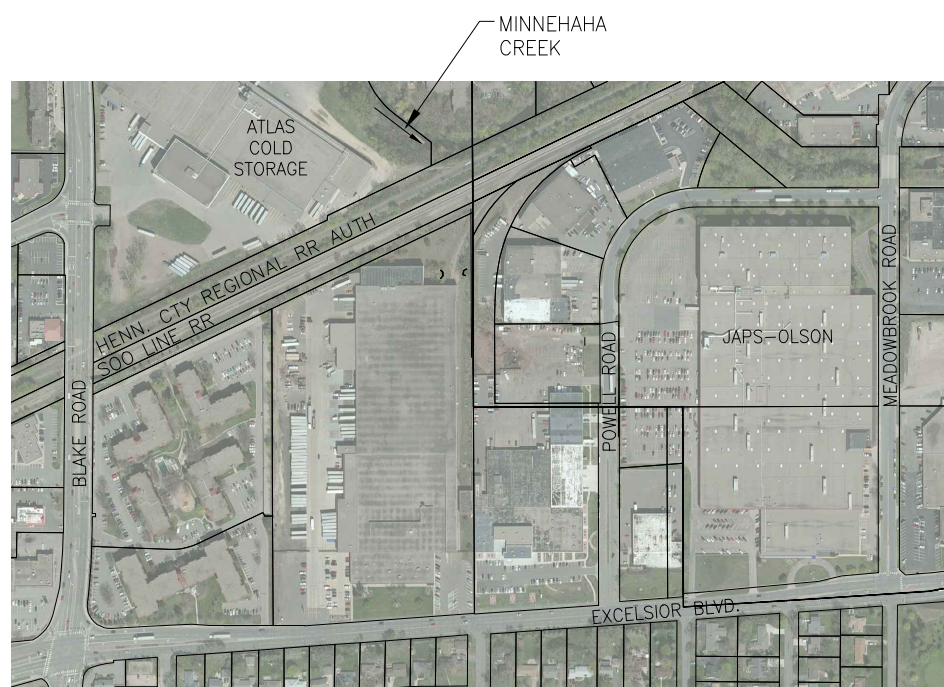
ATTACHMENTS

1. 90% Project Plans (15 sheets)
2. 90% Construction Cost Estimate
3. Draft Project Cooperative Agreement between the MCWD and City of Hopkins
4. Draft Project Cooperative Agreement between the MCWD and City of St. Louis Park
5. MCWD Permit 14-433 application and staff report
6. Easement

CONSTRUCTION PLANS FOR: MINNEHAHA CREEK WATERSHED DISTRICT POWELL ROAD STORM WATER DIVERSION PROJECT OCTOBER 2014



VICINITY MAP
0 4000 8000
GRAPHIC SCALE IN FEET



PROJECT LOCATION MAP
0 300 600
GRAPHIC SCALE IN FEET

INDEX	
G-101	COVER & INDEX SHEET
EC-101	SWPPP
EC-102	EROSION CONTROL
EC-103	EROSION CONTROL DETAILS
C-101	EXISTING CONDITION/REMOVAL PLAN
C-102	PROPOSED OVERALL SITE LAYOUT
C-103	PROPOSED DIVERSION LAYOUT
C-104	PLAN AND PROFILE
C-105	GRADING PLAN
C-106	EROSION CONTROL PLAN
D-101	DIVERSION STRUCTURE DETAIL
D-102	STORM SEWER MANHOLE DETAILS
D-103	STORM SEWER MANHOLE DETAILS
D-104	STORM SEWER MANHOLE DETAILS
D-105	CIVIL DETAILS
S-101	DIVERSION STRUCTURE
S-102	DIVERSION STRUCTURE

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.


CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

SEAL


I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME JOEL TOSO

SIGNATURE 

DATE 10/09/2014 REG. NO. 19950

PRIME CONSULTANT



Wenck
Wenck Associates, Inc.
Consulting Engineers
Web Site: www.wenck.com
763-479-4200
MAPLE PLAN, MN 55359

PROJECT TITLE
CONSTRUCTION PLANS FOR
POWELL ROAD STORMWATER
DIVERSION PROJECT



MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE			
COVER & INDEX SHEET			
DWN BY JVB	CHK'D JT	APP'D JT	DWG DATE AUGUST 2014
PROJECT NO. 0185-5087		SCALE AS SHOWN	SHEET NO. G-101
		REV NO. 1	

EROSION AND SEDIMENT CONTROL PRACTICES

Prior to any site disturbance the erosion prevention measures, including biorolls, silt fence and silt curtain will be installed at the site as shown on Sheets EC-102 and EC-103.

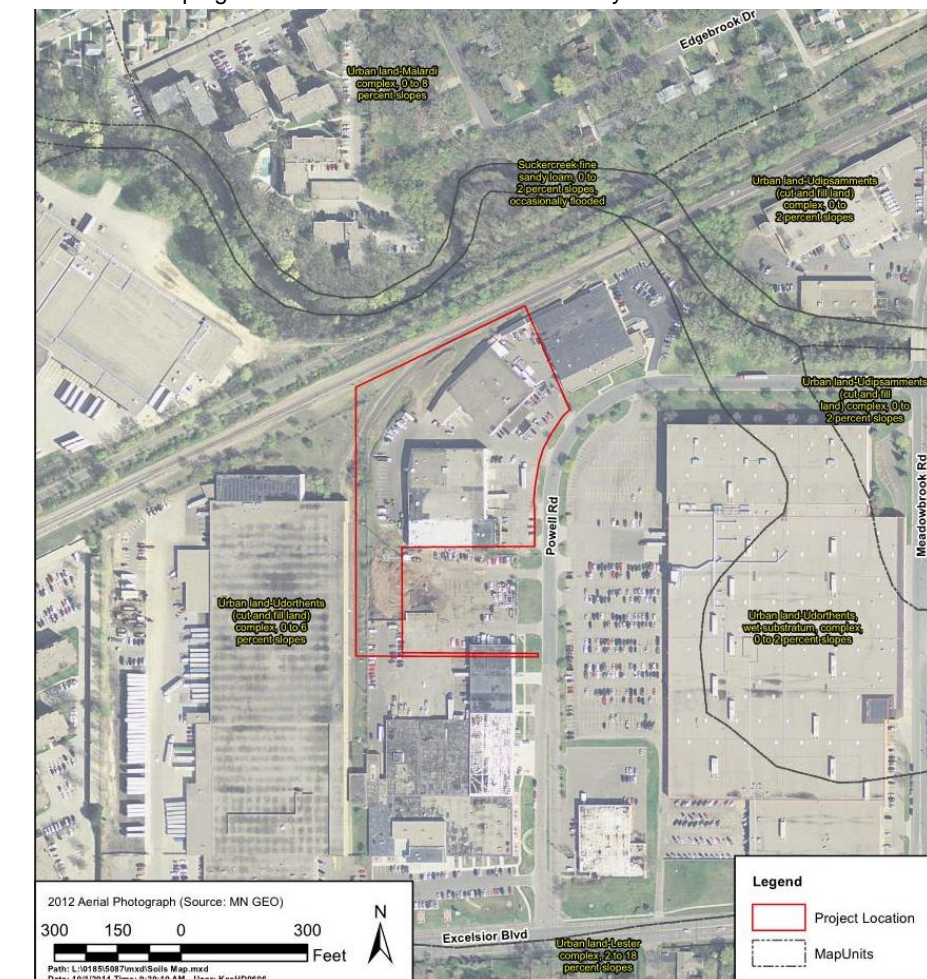
All exposed soil areas within 7 days or as soon as possible must have temporary erosion protection (slash mulch, erosion control blanket, seed) or permanent cover year round.

CONTRACTOR shall implement appropriate construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices that minimize erosion when practical.

The normal wetted perimeter of any temporary or permanent drainage ditch that drains water from a construction site, or diverts water around a site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge to any surface water. Stabilization must be completed within 24 hours of connecting to a surface water. Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.

Sediment control practices must minimize sediment from entering surface waters, including curb and gutter systems and storm sewer inlets. The following measures will be taken as sediment control practices in order to minimize sediments from entering surface waters:

- 1. Installation of sediment control practices on all down gradient perimeters prior to land disturbing activities.
- 2. Minimize vehicle tracking by use of the rock construction entrances.
- 3. Street sweeping of tracked sediment when necessary.



Cumulative Impervious Surface

There will not be any impervious surface added as part of this project.

Total Area Disturbed by Construction - 2.0 acres

Construction Dates: May 2015-October 2015

Party Responsible for Long Term Operation and Maintenance of the Site - OWNER: Minnehaha Creek Watershed District

Party Responsible for Implementation of the SWPPP - CONTRACTOR: TBD

Inspections

The inspection log will be completed by the CONTRACTOR for the construction site. Inspections at the site will be completed as follows: Once every seven (7) days during active construction and, Within 24 hours after a rainfall event greater than 0.5 inches in 24 hours.

The individual performing inspections must be trained as required by part IV.E of the Permit. CONTRACTOR to provide OWNER with proof of training. Inspections must include stabilized areas, erosion prevention and sediment control BMPs, and infiltration areas. Corrective actions must be identified and date of correction must be noted as identified in Section IV.E. of the Permit.

Final Stabilization

All areas disturbed by construction will receive seed and mulch or sod according to the plans and specifications and within the specified vegetative time schedule. Final stabilization will occur when the site has a uniform vegetative cover with a density of 70% over the entire disturbed area. All temporary synthetic erosion prevention and sediment control BMPs (such as silt fence) must be removed as part of the site final stabilization. All sediment must be cleaned out of conveyances and temporary sedimentation basins if applicable.

Notice of Termination (NOT) must be submitted within 30 days of final stabilization.

Record Retention

The SWPPP, all changes to it, and inspection and maintenance records must be kept on-site during construction. The OWNER must retain a copy of the SWPPP along with the following records for three (3) years after submittal of the Notice of Termination.

- 1. Any other permits required for the project;
- 2. Records of all inspection and maintenance conducted during construction;
- 3. All permanent operations and maintenance agreements that have been implemented, including all right of way, contract, covenants and other binding requirements regarding perpetual maintenance; and
- 4. All required calculations for design of the temporary and permanent stormwater management systems.

Pollution Prevention Measures

Solid Waste

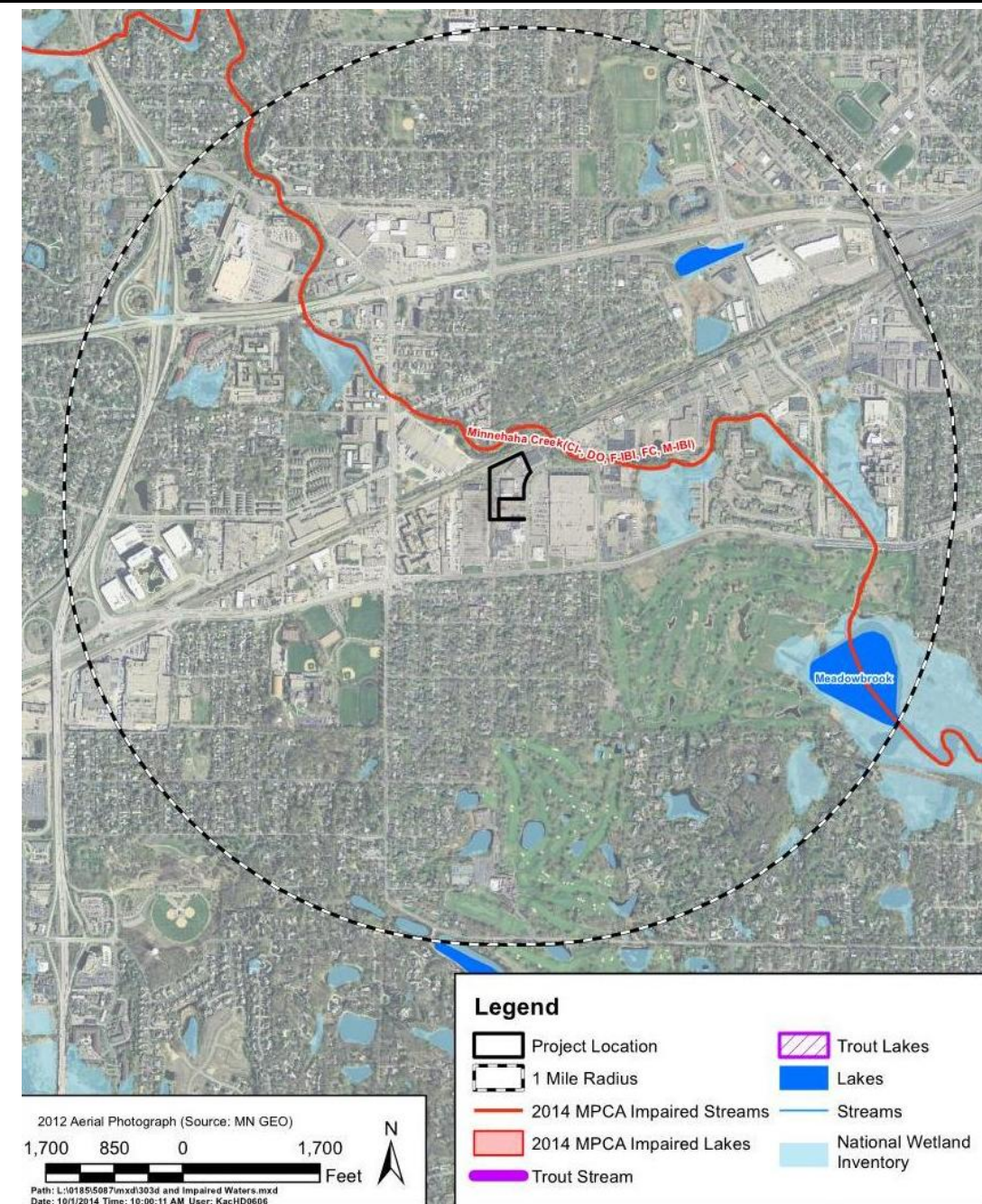
Solid waste, including but not limited to, collected asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other waste must be disposed of properly and must comply with MPCA disposal requirements.

Hazardous Materials

Hazardous materials, including but not limited to oil, gasoline, paint and any hazardous substance must be properly stored including secondary containments, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MCPA regulations.

Washing of Construction Vehicles

External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.



IMPAIRED WATERS, SPECIAL WATERS, AND WETLANDS

This Project is not located within 1 mile of a special water.

This Project is located within 1 mile of an impaired water (see Figure above)

GENERAL SWPPP NOTES:

- Dewatering is anticipated to complete portions of the excavation for this project. CONTRACTOR must comply with permit requirements and project specifications for dewatering.
- Because the project is less than 5 acres, temporary sedimentation basins are not required.
- Concrete work is anticipated for portions of this project. Contractor shall use self contained trucks or washout concrete offsite.

UNIVERSITY OF MINNESOTA

Heather S Libby

Construction Site Management (May 31 2015)
Design of Construction SWPPP (May 31 2017)

CERTIFICATION

In accordance with Part III.A.2.a.i. of the General Permit Authorization to Discharge Stormwater Associated with Construction Activity under the NPDES, the preparer of this document was trained under the University of Minnesota Erosion and Sediment Control Certification Program. Ms. Heather Libby's certification in Design of SWPPP is valid through May 31, 2017.

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR APPROVAL	JVB	JT	09/17/14

SEAL

PRIME CONSULTANT

Wenck

Wenck Associates, Inc.
Consulting Engineers

Web Site: www.wenck.com
763-479-4200

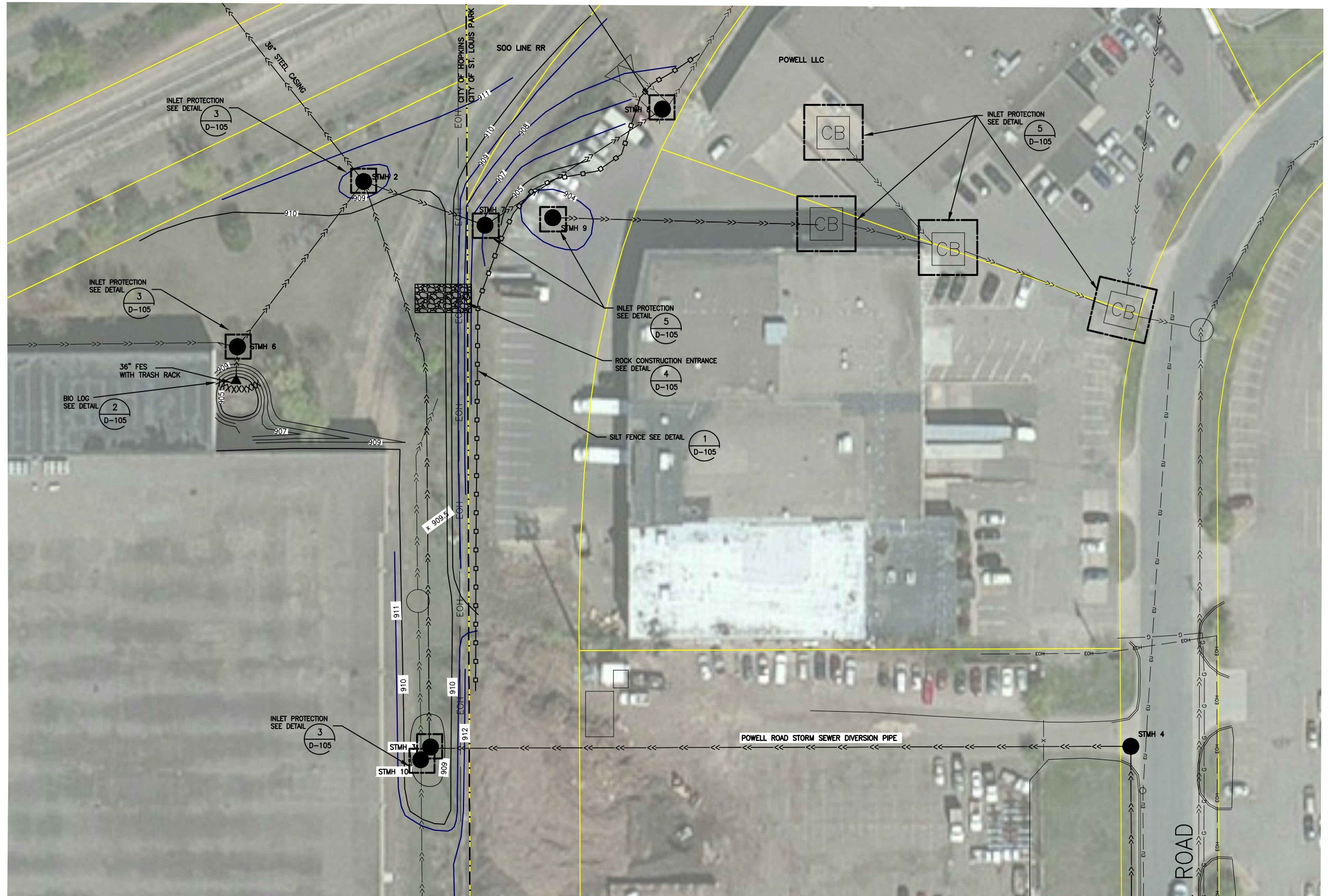
MAPLE PLAIN, MN 55359

PROJECT TITLE
**CONSTRUCTION PLANS FOR
POWELL ROAD STORMWATER
DIVERSION PROJECT**

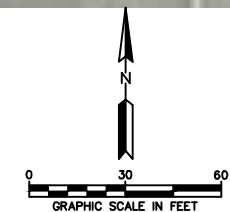
**MINNEHAHA CREEK
WATERSHED DISTRICT**
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE
SWPPP

DWN BY JVB	CHK'D JT	APP'D JT	DWG DATE AUGUST 2014
PROJECT NO. 0185-5087	SHEET NO. EC-101	REV NO. 1	SCALE AS SHOWN



- LEGEND**
- EXISTING CONTOURS
 - CITY BOUNDARY LINES
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - PROPOSED FORCEMAIN



REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

SEAL

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: JOEL TOSO

SIGNATURE:

DATE: 10/09/2014 REG. NO.: 19950

PRIME CONSULTANT

Wenck

Wenck Associates, Inc.
Consulting Engineers

Web Site: www.wenck.com

MAPLE PLAIN, MN 55359 763-479-4200

PROJECT TITLE

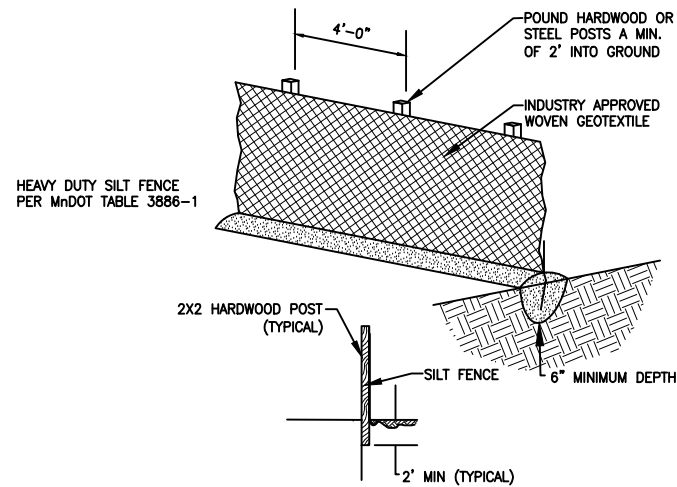
**CONSTRUCTION PLANS FOR
POWELL ROAD STORMWATER
DIVERSION PROJECT**

**MINNEHAHA CREEK
WATERSHED DISTRICT**
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE

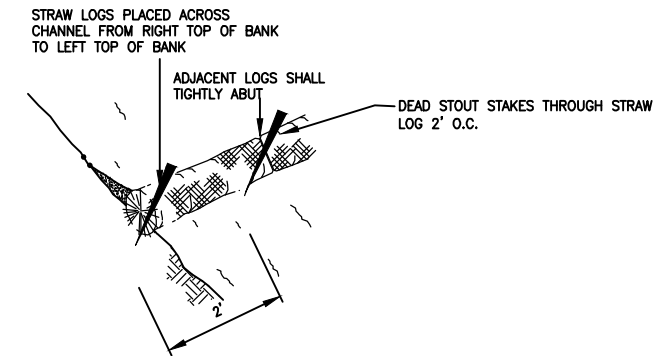
EROSION CONTROL

DWN BY	CHK'D	APP'D	DWG DATE
JVB	JT	JT	AUGUST 2014
PROJECT NO.	SHEET NO.	SCALE	AS SHOWN
0185-5087	EC-102		
		REV NO.	1

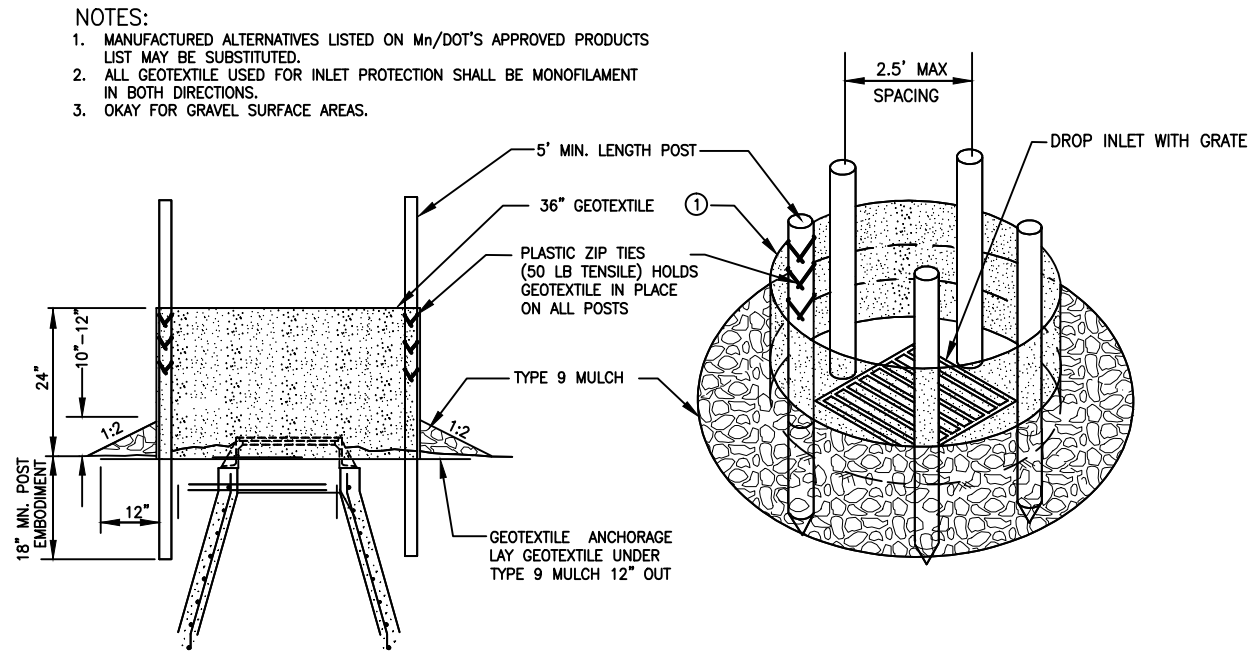


- NOTES:**
1. INSTALL SILT FENCE PER PLAN SET BEFORE BEGINNING CONSTRUCTION
 2. INSTALL SILT FENCE AND EROSION CONTROL BLANKET BEHIND CURB & GUTTER AS SHOWN
 3. REPLACE TORN, OVERBURDENED, OR DECOMPOSING SILT FENCE WITHIN 24 HOURS
 4. TO JOIN SECTIONS OF SILT FENCE, POSITION POSTS TO OVERLAP. FABRIC SHOULD FOLD AROUND EACH POST ONE FULL TURN

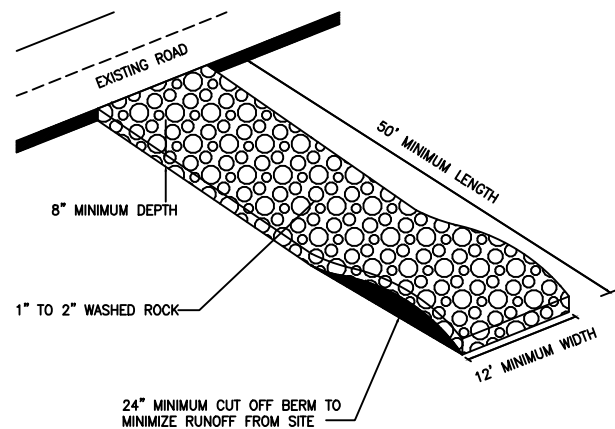
SILT FENCE DETAIL
NOT TO SCALE



BIO LOG - PLAN
NOT TO SCALE

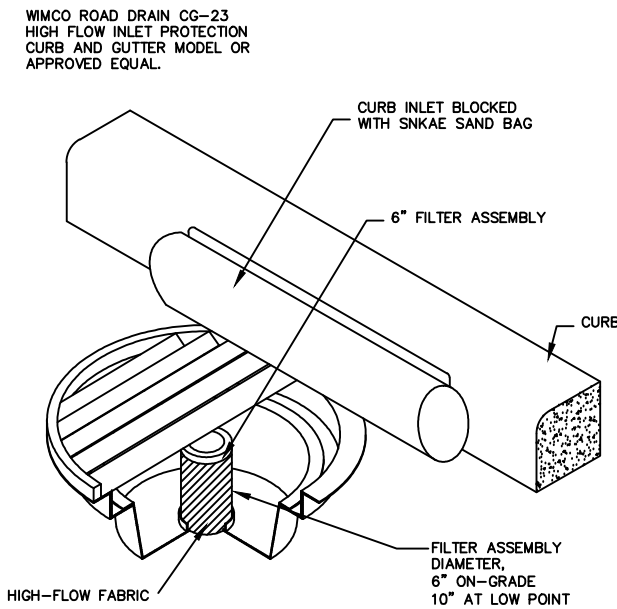


TEMPORARY INLET PROTECTION
NOT TO SCALE



- NOTES:**
1. ROCK SIZE SHOULD BE 1" TO 2" IN SIZE SUCH AS MnDOT CA-1 OR CA-2 COURSE AGGREGATE (WASHED).
 2. A GEOTEXTILE FABRIC MAY BE USED UNDER ROCK TO PREVENT MIGRATION OF THE UNDERLYING SOIL INTO THE STONE.

ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE



DETAIL: CATCH BASIN INLET EROSION CONTROL

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

SEAL

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PRINT NAME: JOEL TOSO

SIGNATURE: *[Signature]*

DATE: 10/09/2014 REG. NO. 19950

PRIME CONSULTANT

Wenck Associates, Inc.
Consulting Engineers

Web Site: www.wenck.com

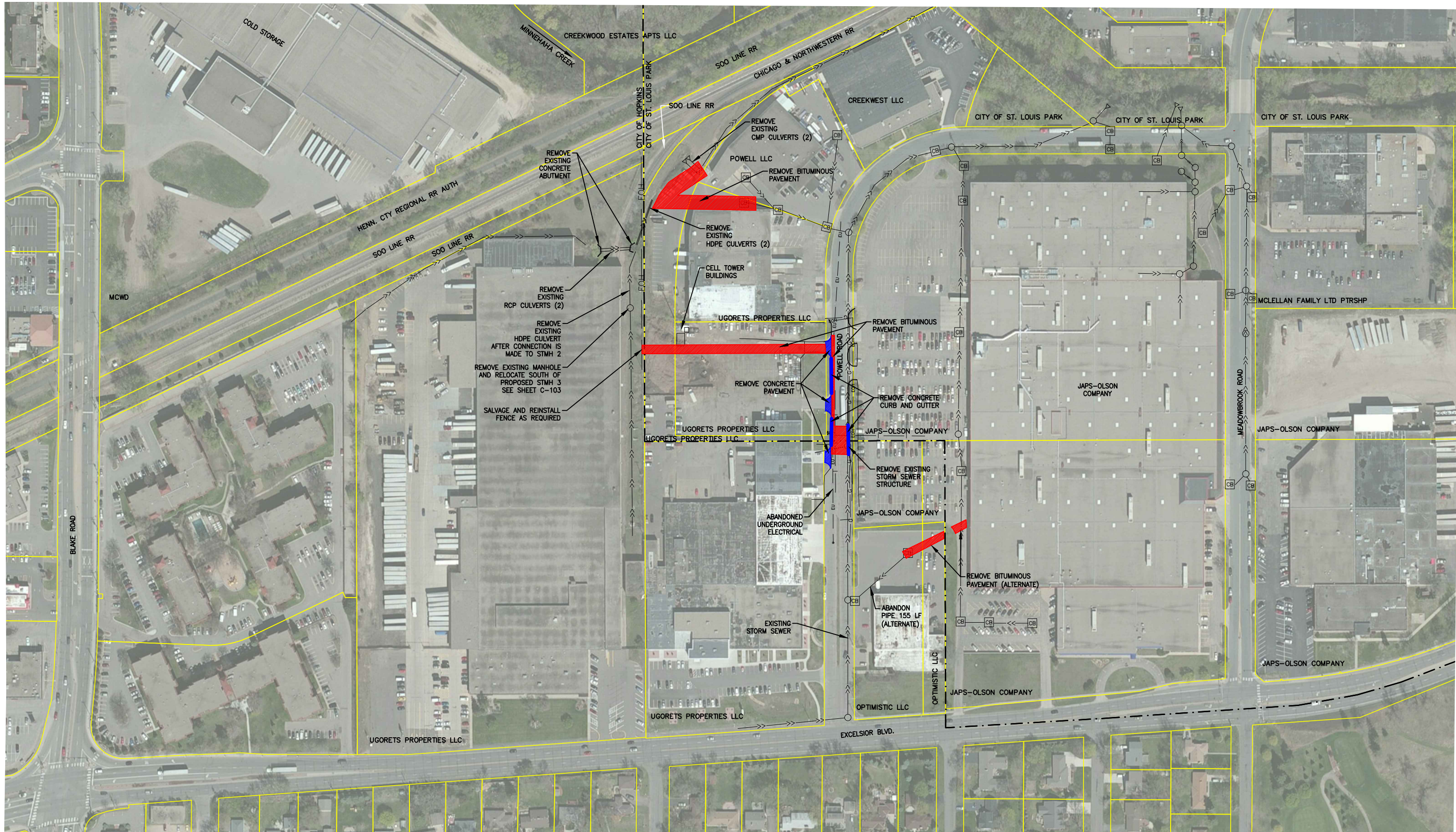
MAPLE PLAIN, MN 55359 763-479-4200

PROJECT TITLE

CONSTRUCTION PLANS FOR POWELL ROAD STORMWATER DIVERSION PROJECT

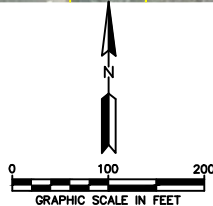
MINNEHAHA CREEK WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE			
EROSION CONTROL DETAILS			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	JT	JT	AUGUST 2014
PROJECT NO.		SCALE	
0185-5087		AS SHOWN	
SHEET NO.		REV NO.	
EC-103		1	



LEGEND

	EXISTING CONTOURS		REMOVE BITUMINOUS
	CITY BOUNDARY LINES		REMOVE CONCRETE
	EXISTING STORM SEWER		
	PARCEL LINES		
	OVERHEAD ELECTRICAL		
	UNDERGROUND ELECTRICAL		



REV	REVISION DESCRIPTION	DWN	APP	REV DATE
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PROJECT TITLE

CONSTRUCTION PLAN FOR POWELL ROAD STORMWATER DIVERSION PROJECT

MINNEHAHA CREEK WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

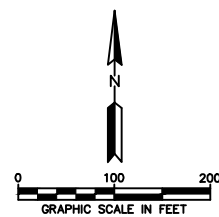
SHEET TITLE

EXISTING CONDITIONS AND REMOVALS PLAN

DWN BY	CHK'D	APP'D	DWG DATE
JVB	JT	JT	AUGUST 2014
PROJECT NO.	SHEET NO.	SCALE	AS SHOWN
0185-5087	C-101		
			REV NO. 1



- LEGEND**
- EXISTING CONTOURS
 - CITY BOUNDARY LINES
 - EXISTING STORM SEWER
 - DIVERSION FOR REGIONAL TREATMENT
 - LOCAL DRAINAGE DIVERSION
 - LOCAL DRAINAGE DIVERSION (ALT. BID)
 - UGORETS PROPERTY LLC
 - PROPOSED EASEMENT



REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

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Consulting Engineers

MAPLE PLAIN, MN 55359 763-479-4200

PROJECT TITLE

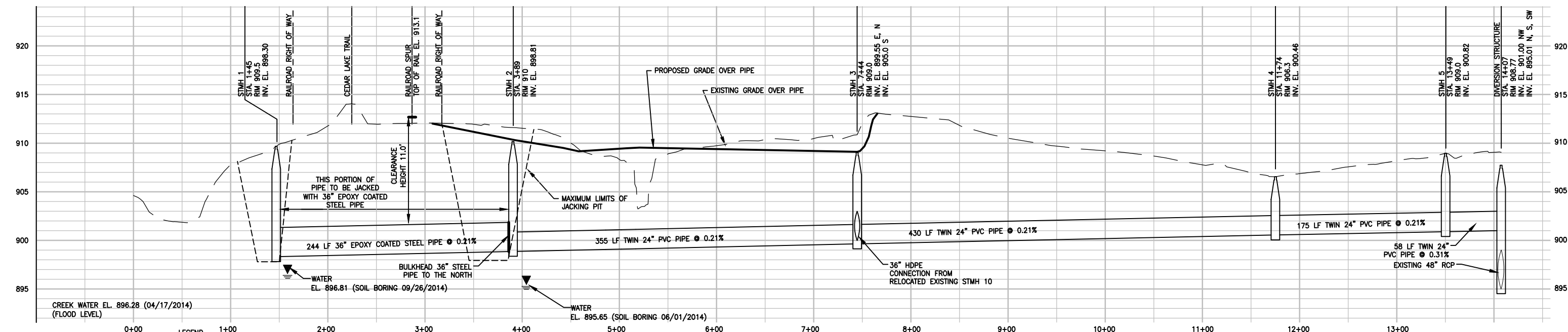
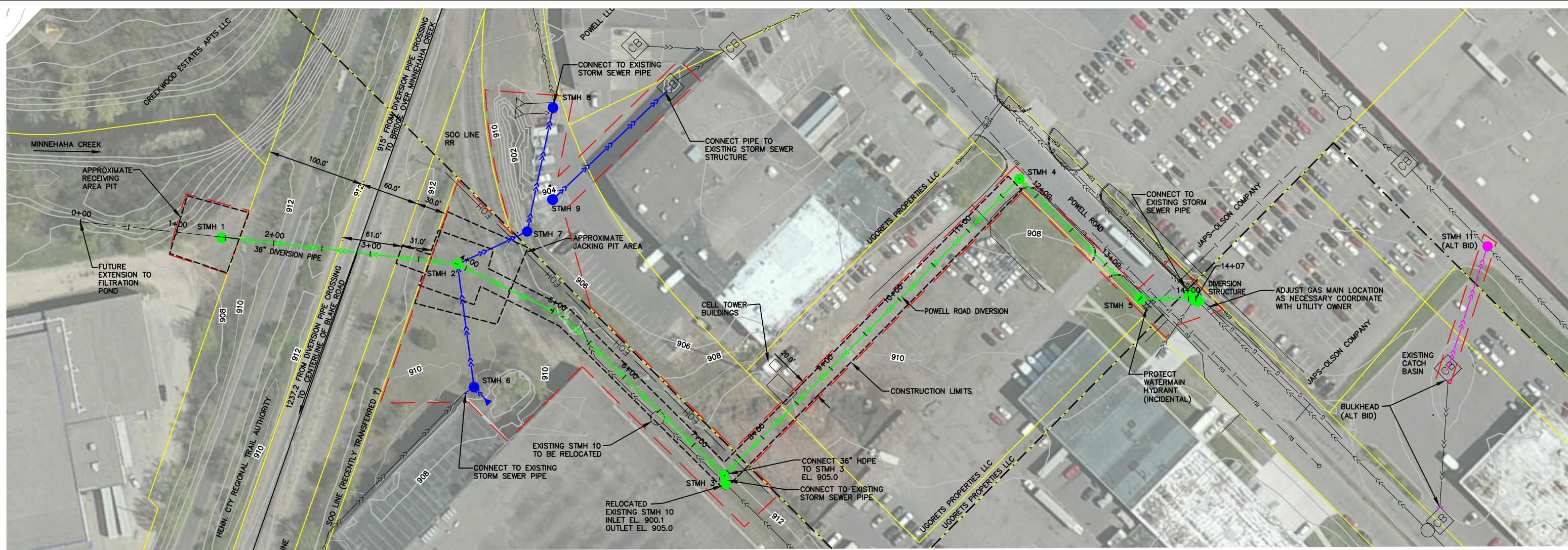
**CONSTRUCTION PLANS FOR
POWELL ROAD STORMWATER
DIVERSION PROJECT**

**MINNEHAHA CREEK
WATERSHED DISTRICT**
QUALITY OF WATER, QUALITY OF LIFE

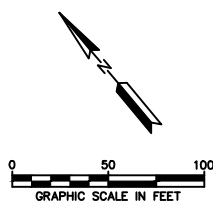
SHEET TITLE

PROPOSED OVERALL SITE LAYOUT

DWN BY JVB	CHK'D JT	APP'D JT	DWG DATE AUGUST 2014
PROJECT NO. 0185-5087	SHEET NO. C-102	SCALE AS SHOWN	REV NO. 1



- LEGEND**
- EXISTING CONTOURS
 - - - CITY BOUNDARY LINES
 - - - EXISTING STORM SEWER
 - → → DIVERSION FOR REGIONAL TREATMENT
 - → → LOCAL DRAINAGE DIVERSION
 - → → LOCAL DRAINAGE DIVERSION (ALT. BID)
 - UGORETS PROPERTY LLC
 - - - PROPOSED EASEMENT
 - - - PROPOSED CONSTRUCTION EASEMENT



REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

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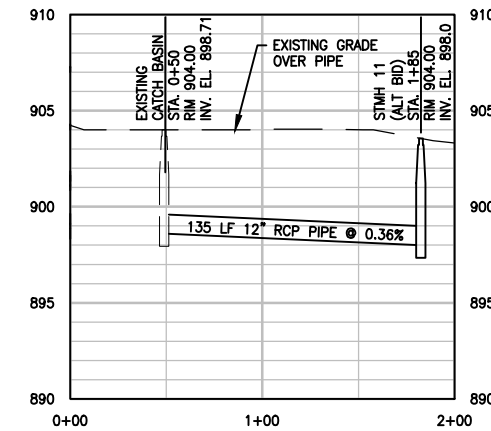
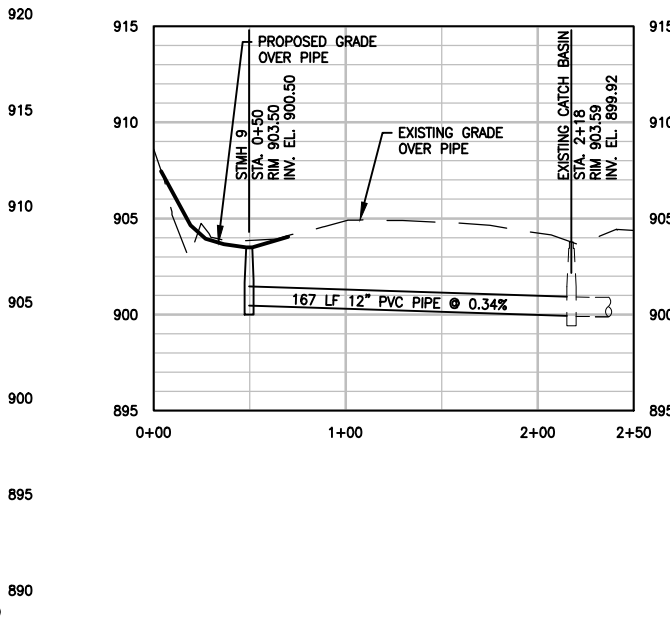
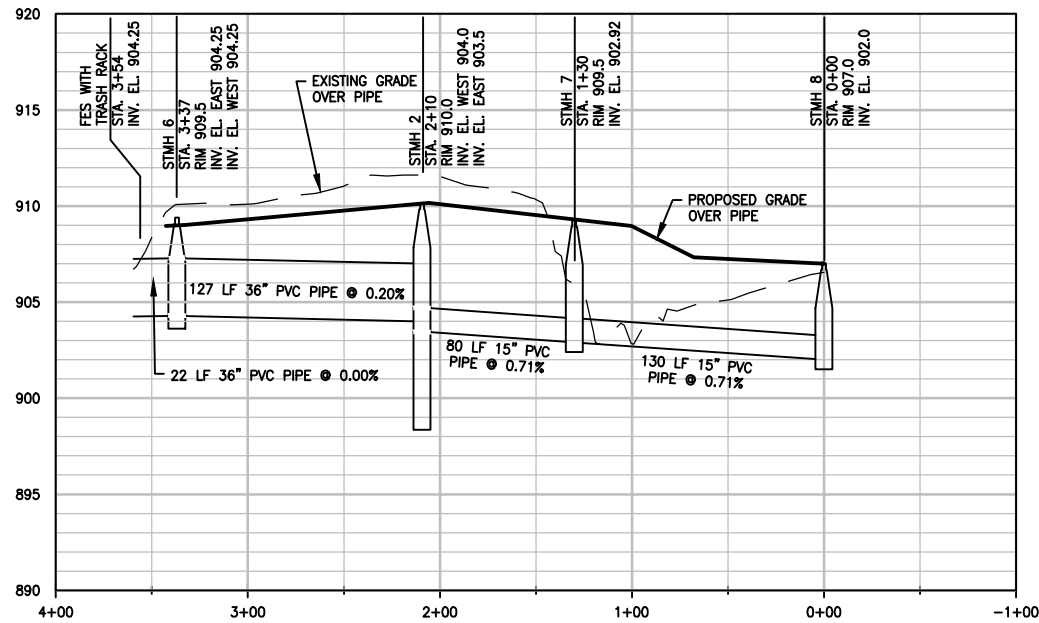
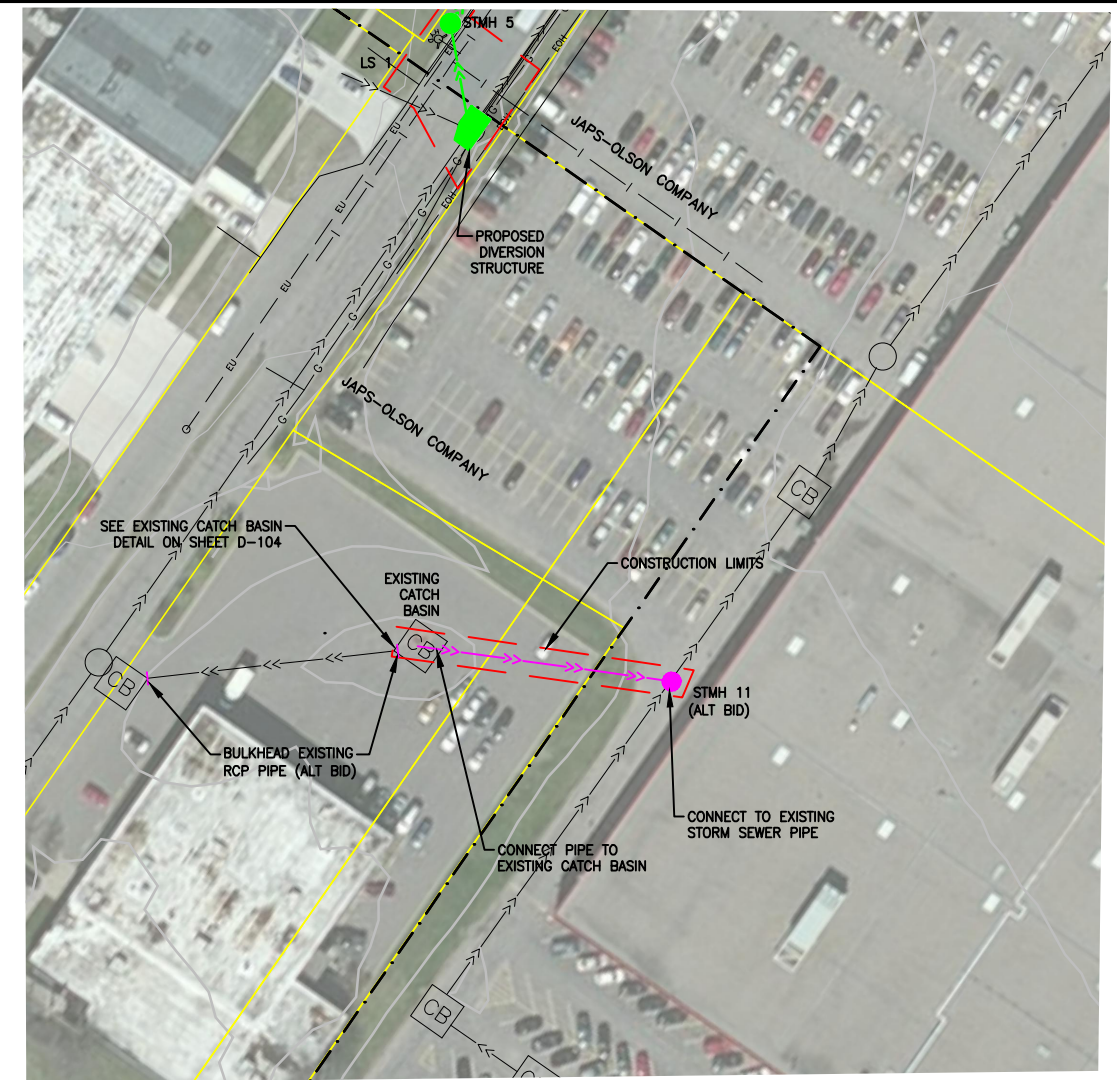
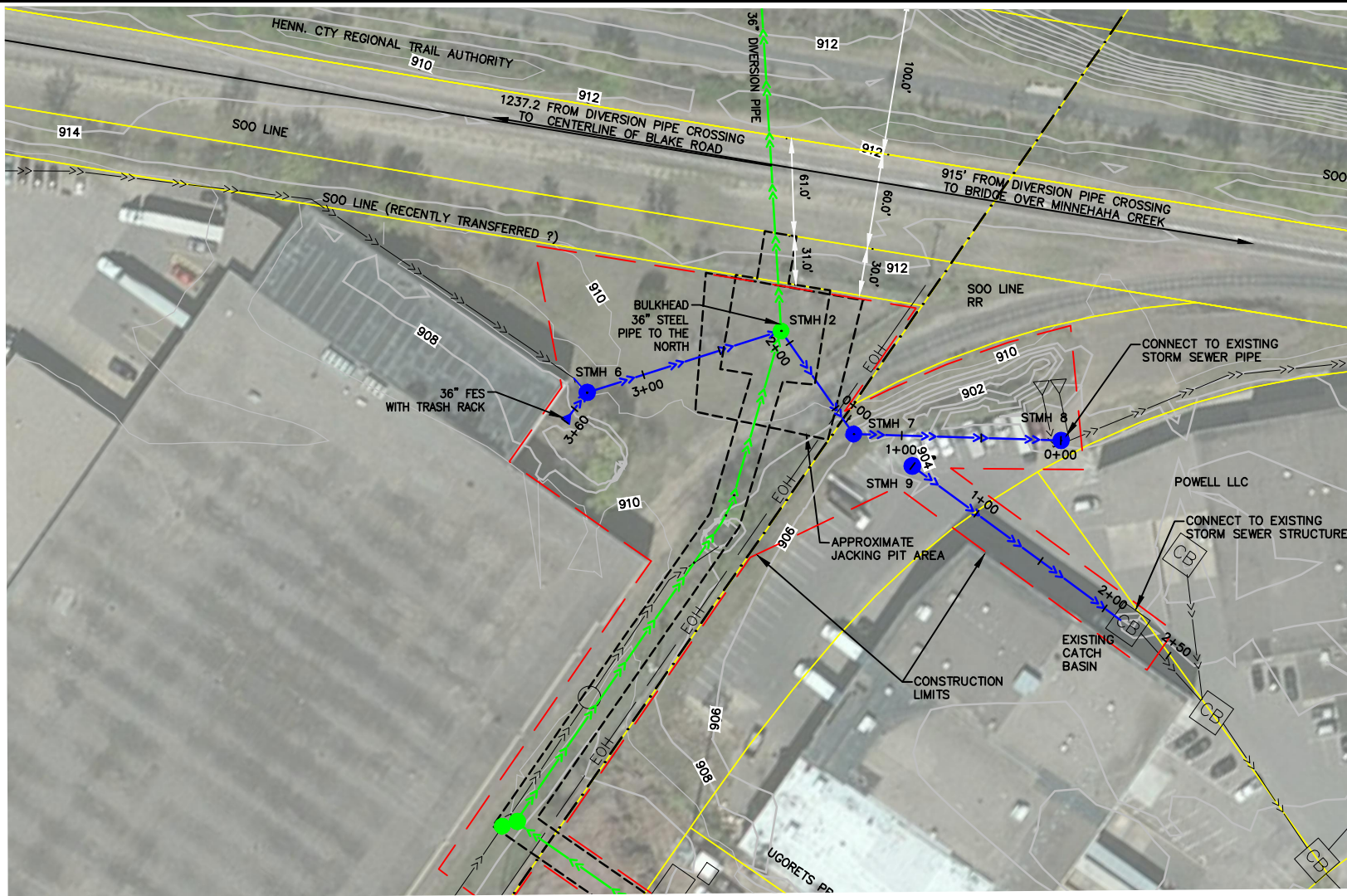
Wenck Associates, Inc.
Consulting Engineers
Maple Plain, MN 55359
763-479-4200

PROJECT TITLE
CONSTRUCTION PLANS FOR POWELL ROAD STORMWATER DIVERSION PROJECT

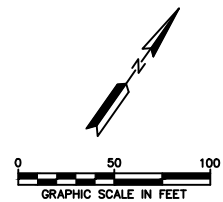
MINNEHAHA CREEK WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE
PROPOSED DIVERSION PLAN AND PROFILE

DWN BY JVB	CHK'D JT	APP'D JT	DWG DATE AUGUST 2014
PROJECT NO. 0185-5087	SHEET NO. C-103	SCALE AS SHOWN	REV NO. 1



- LEGEND**
- EXISTING CONTOURS
 - CITY BOUNDARY LINES
 - EXISTING STORM SEWER
 - DIVERSION FOR REGIONAL TREATMENT
 - LOCAL DRAINAGE DIVERSION
 - LOCAL DRAINAGE DIVERSION (ALT. BID)
 - UGORETS PROPERTY LLC
 - PROPOSED EASEMENT
 - PROPOSED CONSTRUCTION EASEMENT



REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

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SIGNATURE:

DATE: 10/09/2014 REG. NO.: 19950

PRIME CONSULTANT

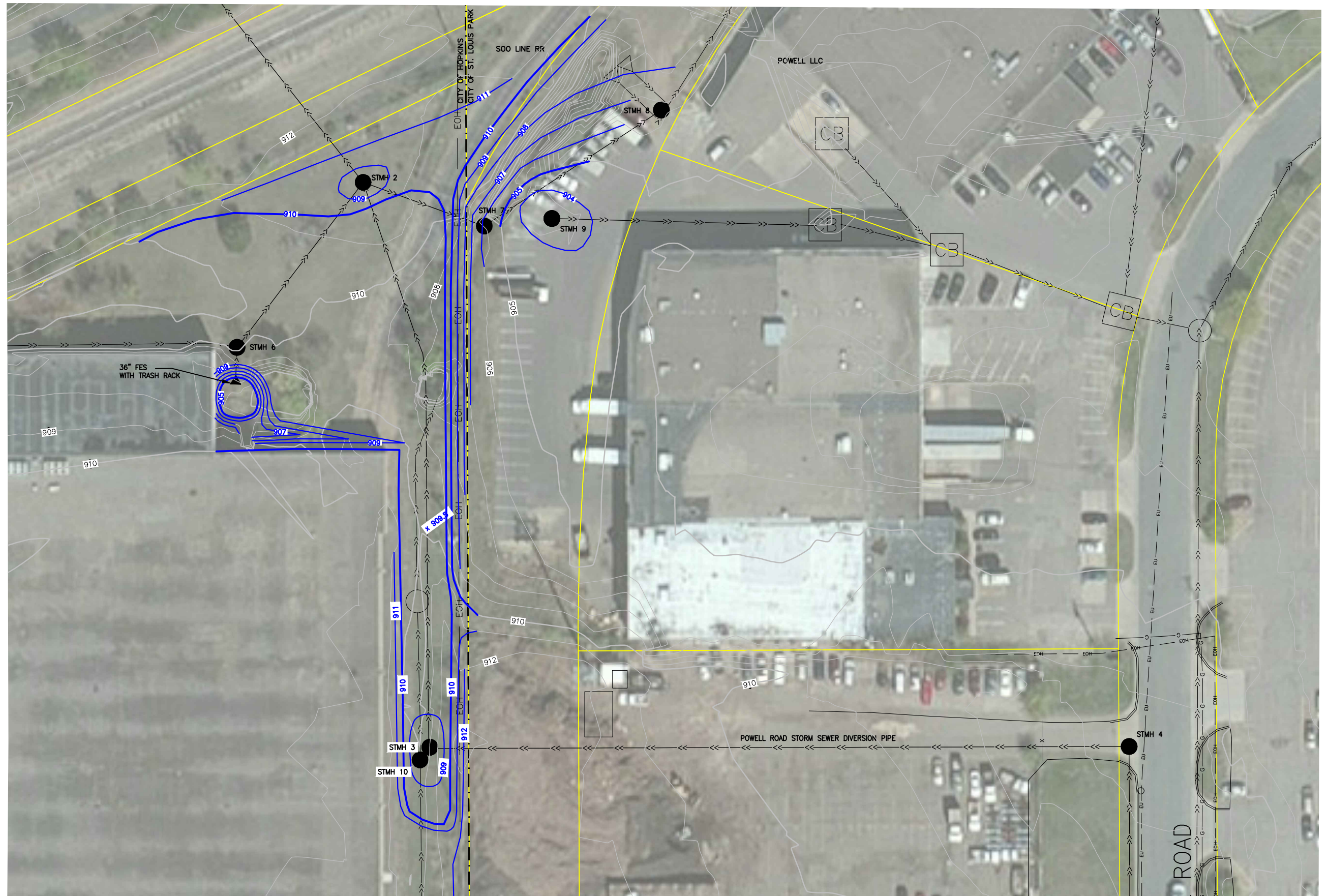
Wenck Associates, Inc.
Consulting Engineers
MAPLE PLAIN, MN 55359 763-479-4200

PROJECT TITLE

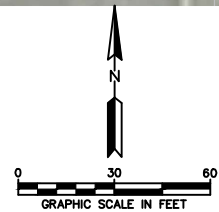
CONSTRUCTION PLANS FOR POWELL ROAD STORMWATER DIVERSION PROJECT

MINNEHAHA CREEK WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE			
PLAN AND PROFILE			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	JT	JT	AUGUST 2014
PROJECT NO.	SHEET NO.	SCALE	AS SHOWN
0185-5087	C-104		
			REV NO.
			1



- LEGEND**
- EXISTING CONTOURS
 - CITY BOUNDARY LINES
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - PROPOSED FORCEMAIN



REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

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PRIME CONSULTANT

Wenck

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Consulting Engineers

Maple Plain, MN 55359

Web Site: www.wenck.com

763-479-4200

PROJECT TITLE

**CONSTRUCTION PLANS FOR
POWELL ROAD STORMWATER
DIVERSION PROJECT**

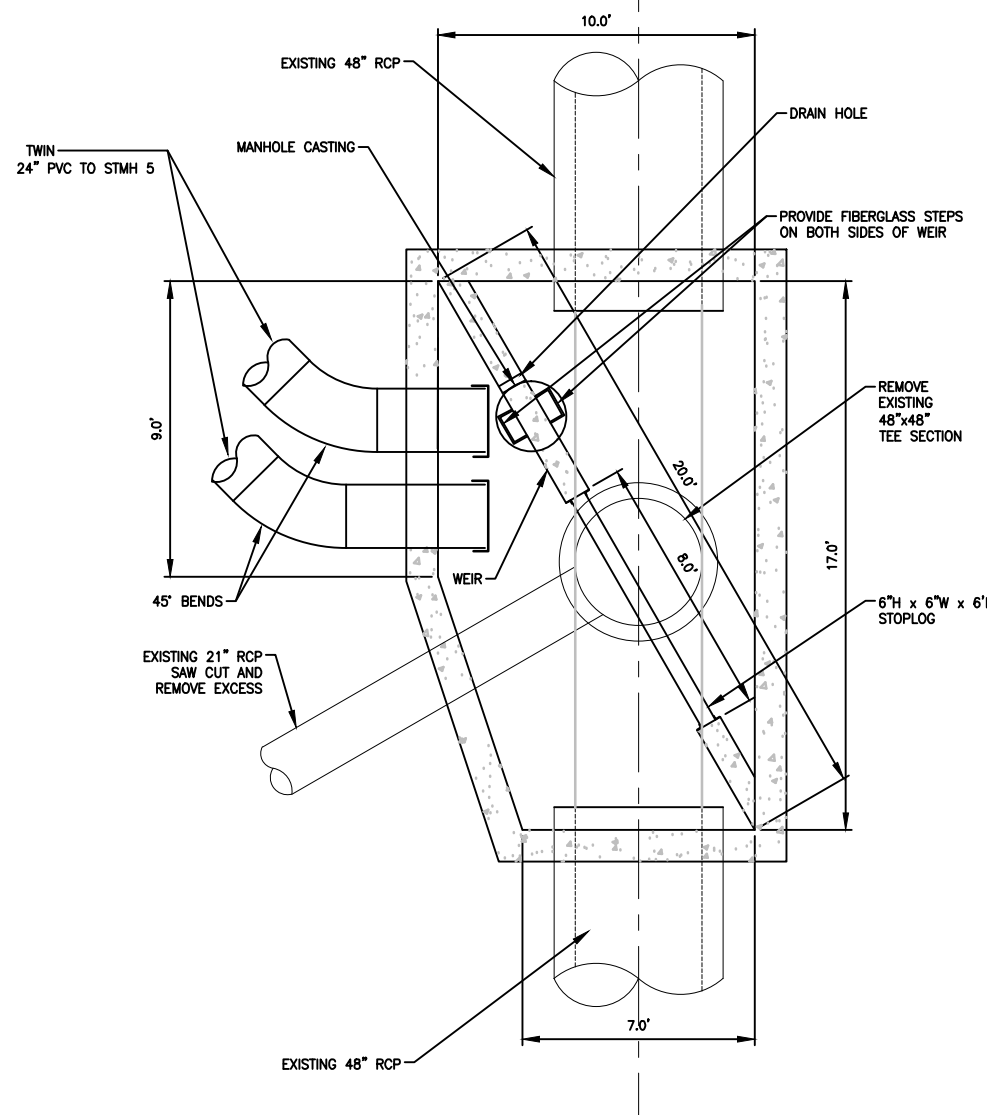
**MINNEHAHA CREEK
WATERSHED DISTRICT**

QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE

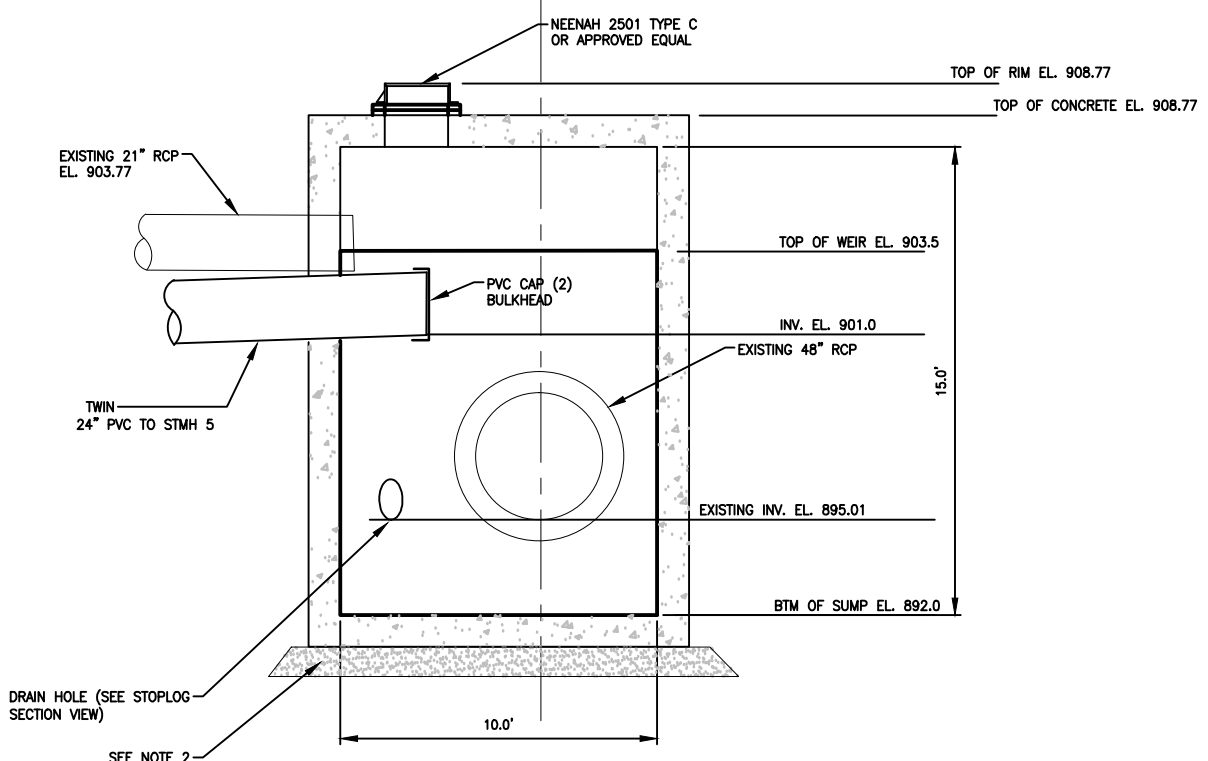
PROPOSED GRADING PLAN

DWN BY	CHK'D	APP'D	DWG DATE
JVB	JT	JT	AUGUST 2014
PROJECT NO.	SHEET NO.	SCALE	
0185-5087	C-105	AS SHOWN	
REV NO.			1

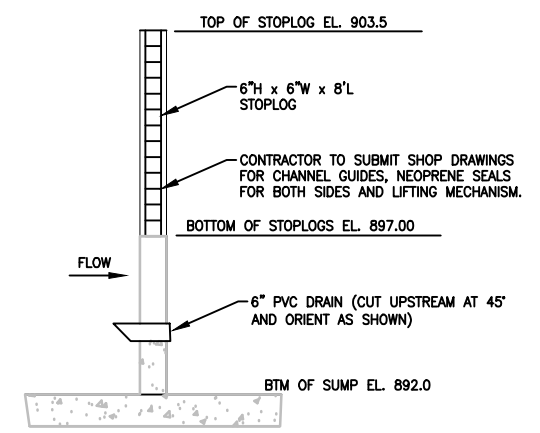


DIVERSION STRUCTURE TOP VIEW (SEE NOTE 1)
 0 3 6
 GRAPHIC SCALE IN FEET

- NOTE:
1. SEE SHEET S-101 FOR STRUCTURAL DETAILS.
 2. PLACE 8" MIN. OF COMPACTED GRANULAR FILL BENEATH ALL MANHOLES



DIVERSION STRUCTURE END VIEW
 0 3 6
 GRAPHIC SCALE IN FEET



STOPLOG SECTION VIEW
 0 3 6
 GRAPHIC SCALE IN FEET

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

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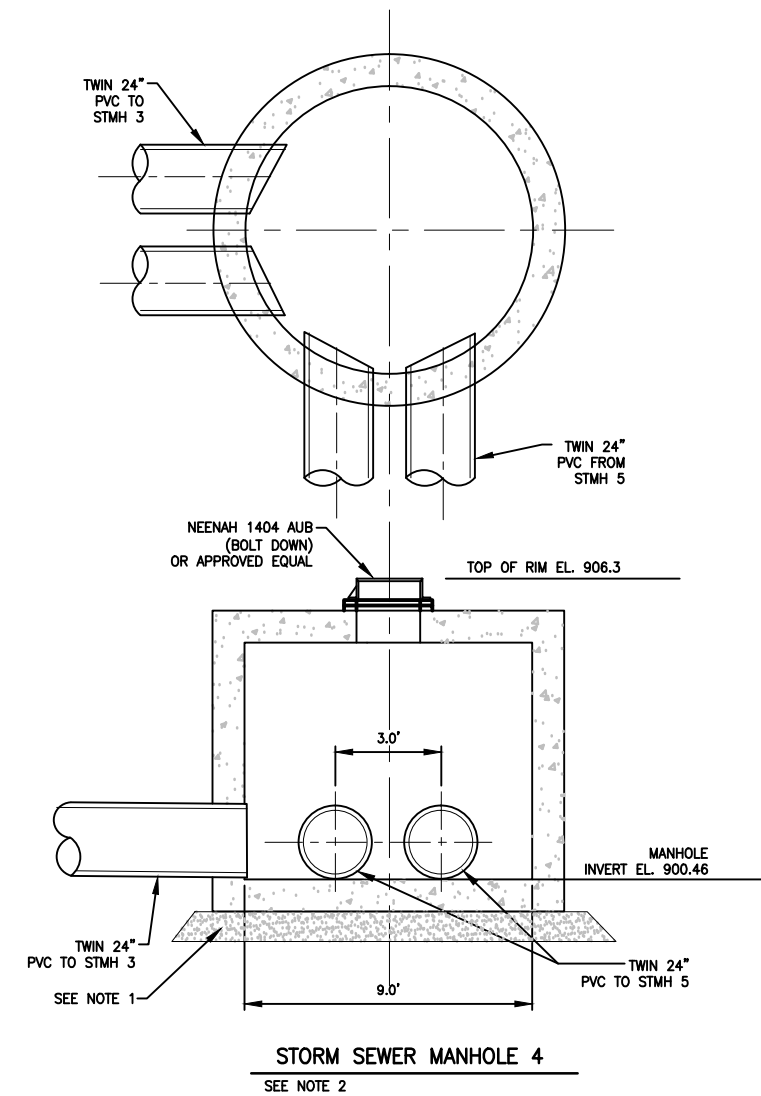
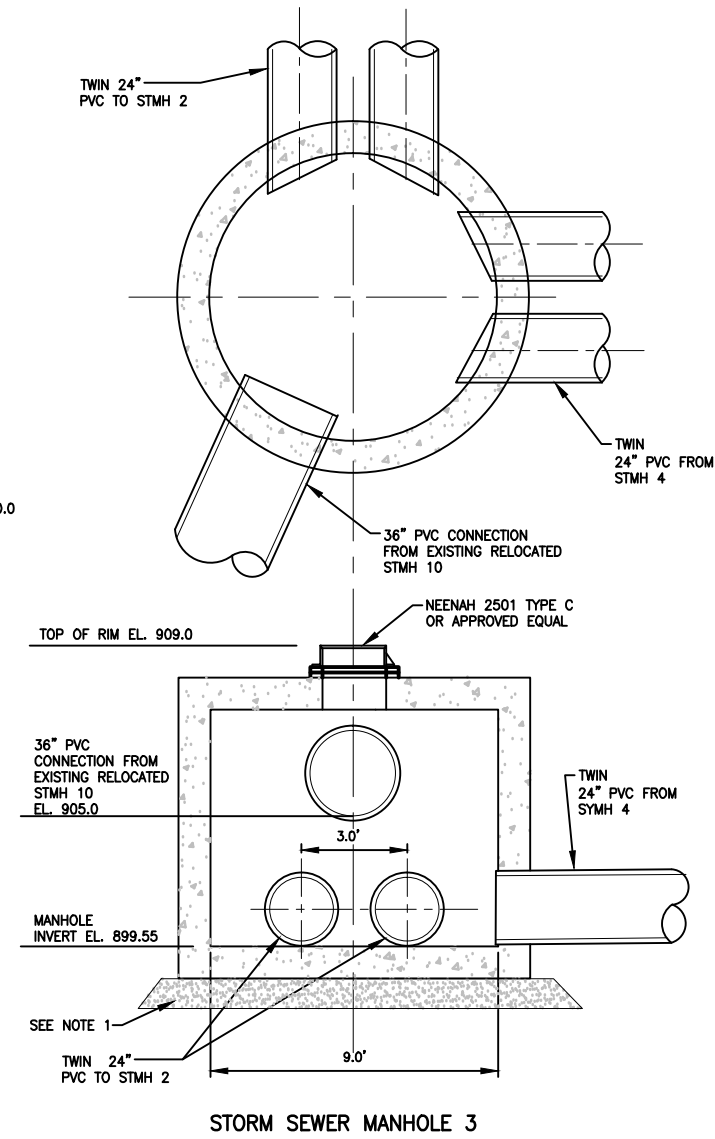
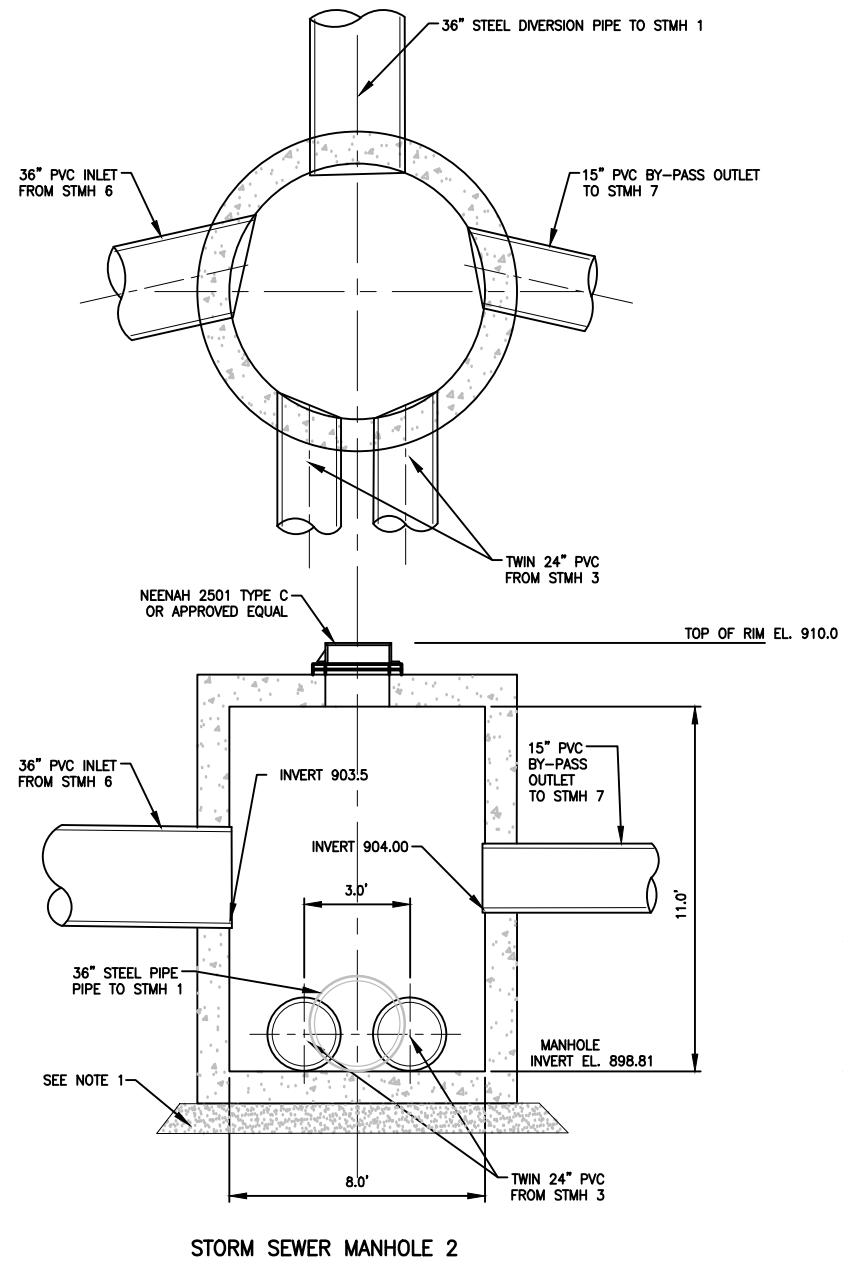
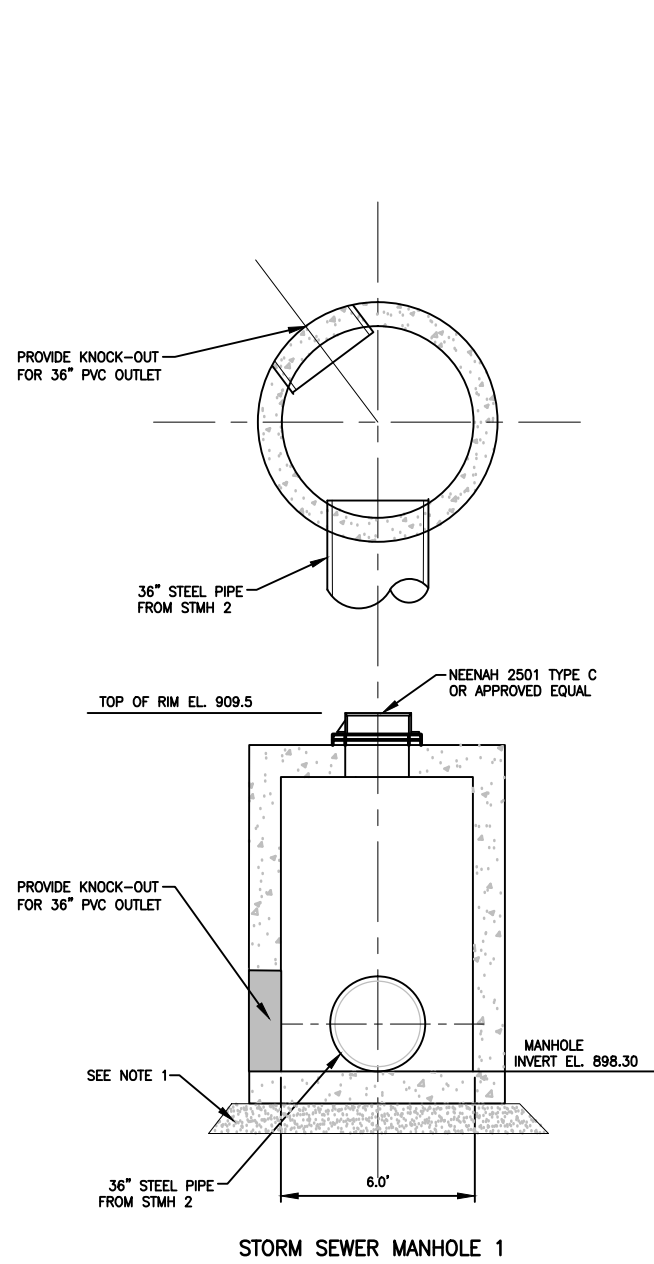
PRIME CONSULTANT

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 Wenck Associates, Inc.
 Consulting Engineers
 Web Site: www.wenck.com
 763-479-4200
 MAPLE PLAIN, MN 55359

PROJECT TITLE
CONSTRUCTION PLANS FOR POWELL ROAD STORMWATER DIVERSION PROJECT

MINNEHAHA CREEK
 WATERSHED DISTRICT
 QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE			
DIVERSION STRUCTURE DETAIL			
DWN BY JVB	CHK'D JT	APP'D JT	DWG DATE AUGUST 2014
PROJECT NO. 0185-5087		SCALE AS SHOWN	
SHEET NO. D-101		REV NO. 1	



- NOTE:
1. PLACE 8" MIN. OF COMPACTED GRANULAR FILL BENEATH ALL MANHOLES.
 2. MANHOLE LID TO BE BOLTED SHUT.



REV	REVISION DESCRIPTION	DWN	APP	REV DATE

	SEAL

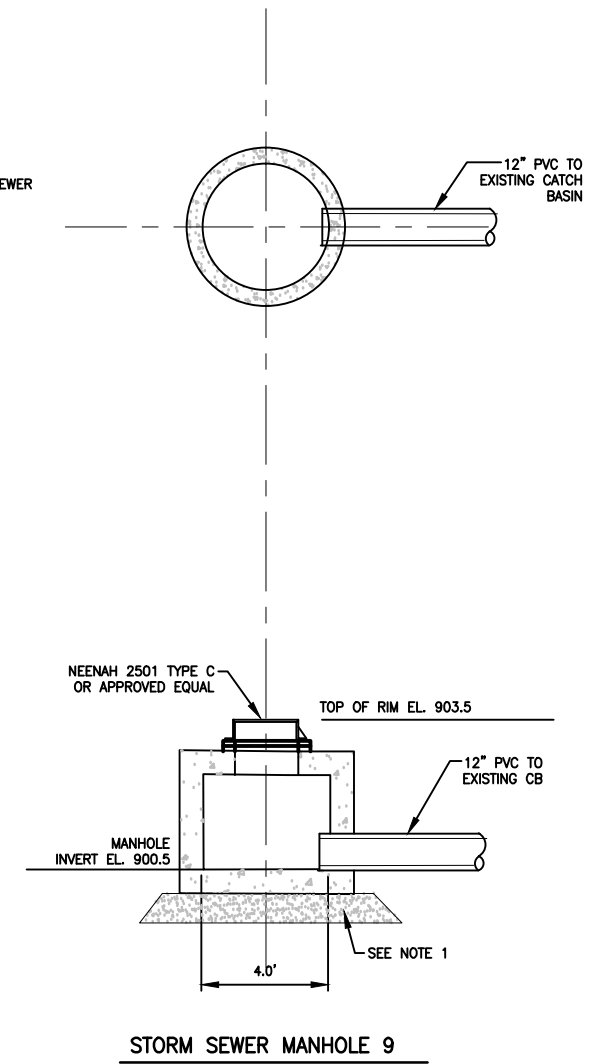
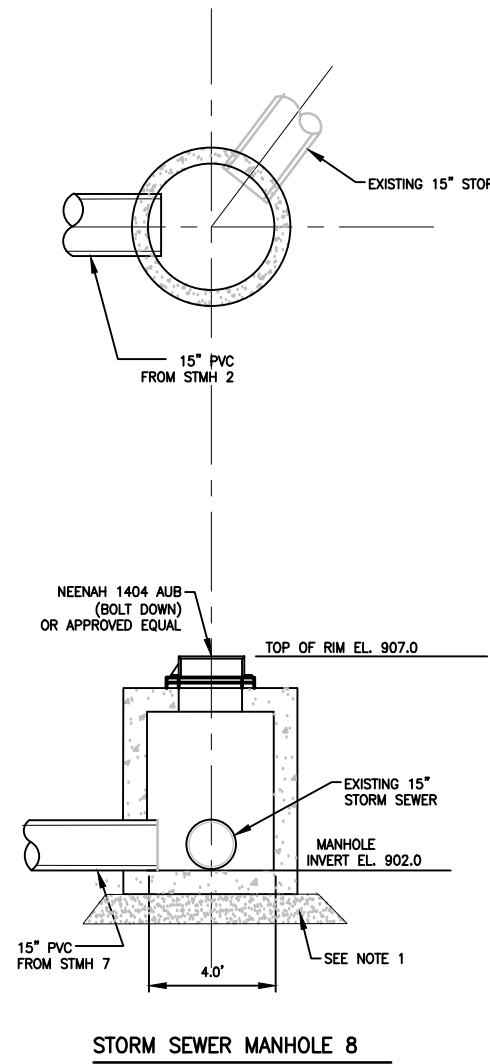
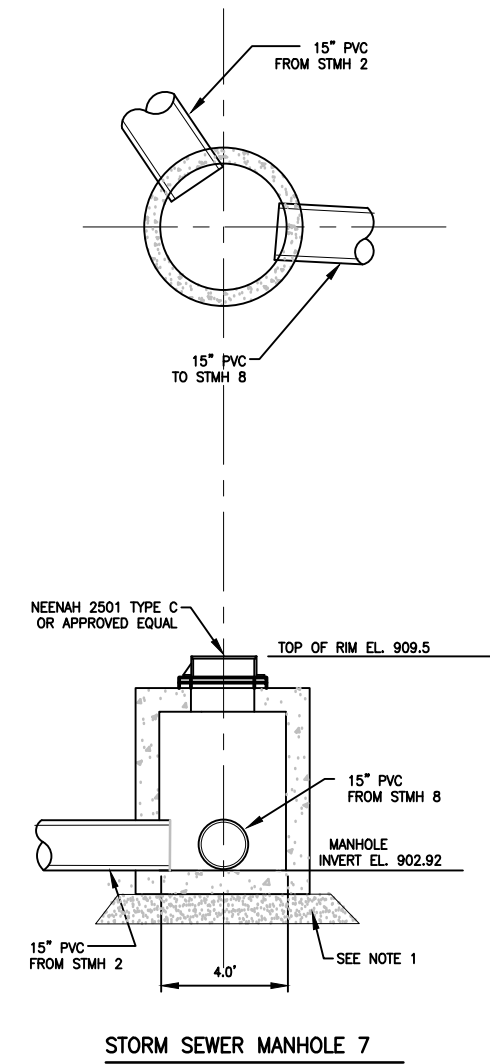
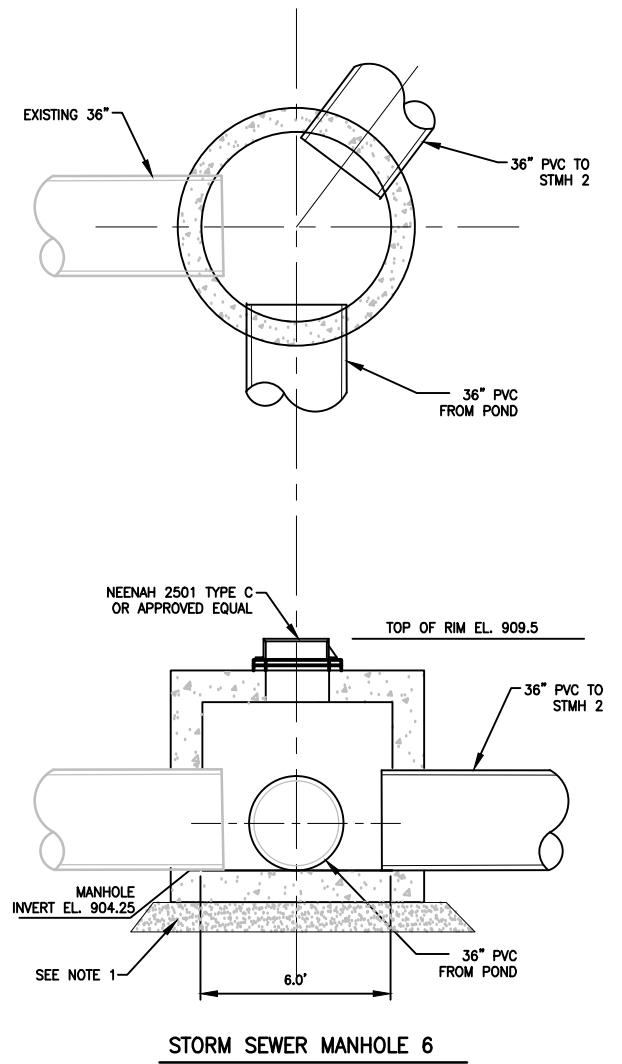
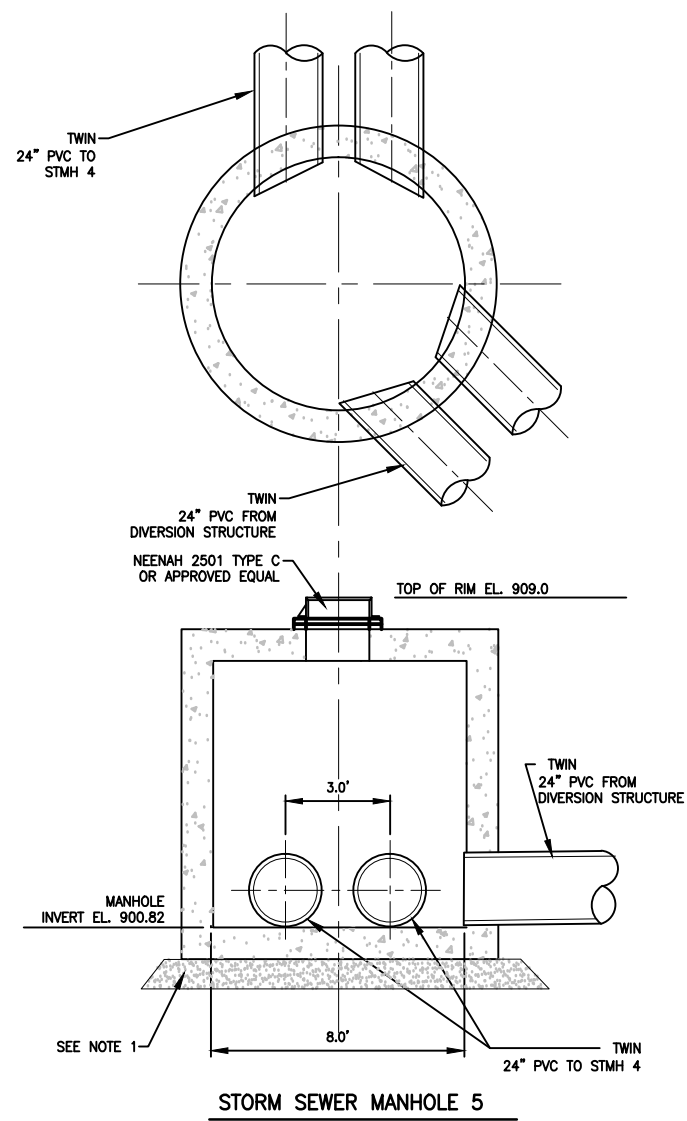
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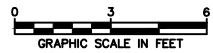
PROJECT TITLE
CONSTRUCTION PLANS FOR
POWELL ROAD STORMWATER
DIVERSION PROJECT

MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE STORM SEWER MANHOLE DETAILS			
DWN BY JVB	CHK'D JT	APP'D JT	DWG DATE AUGUST 2014
PROJECT NO. 0185-5087		SCALE AS SHOWN	
SHEET NO. D-102		REV NO. 1	



- NOTE:
1. PLACE 8" MIN. OF COMPACTED GRANULAR FILL BENEATH ALL MANHOLES.
 2. MANHOLE LID TO BE BOLTED SHUT.
 3. VERIFY EXISTING STORM SEWER SIZE. PIPE SIZES MAY BE ADJUSTED AT TIME OF CONSTRUCTION DEPENDING ON EXISTING SIZE.



REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

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SIGNATURE *[Signature]*

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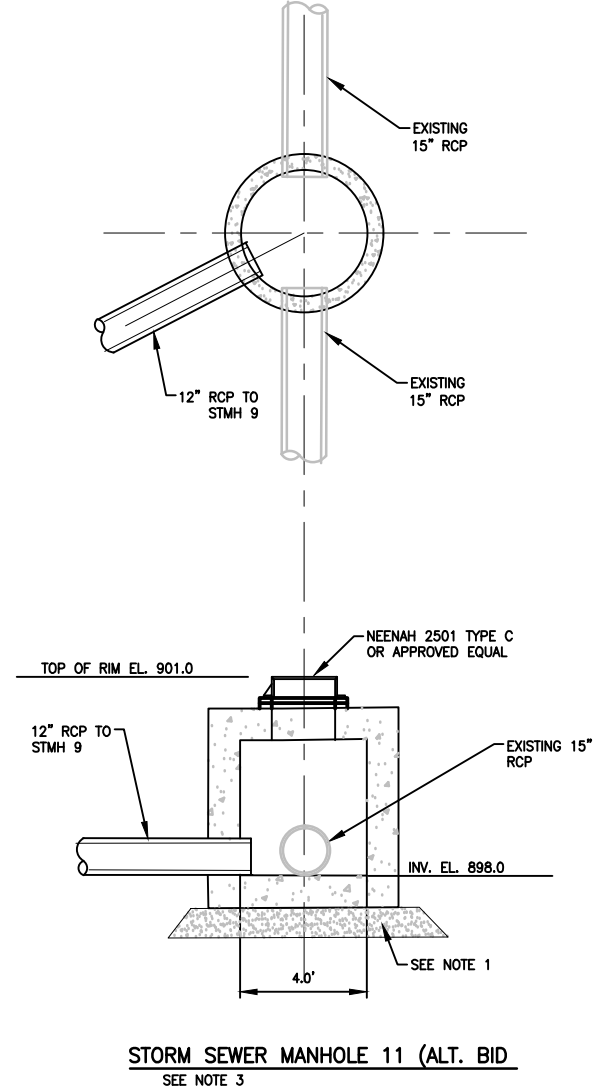
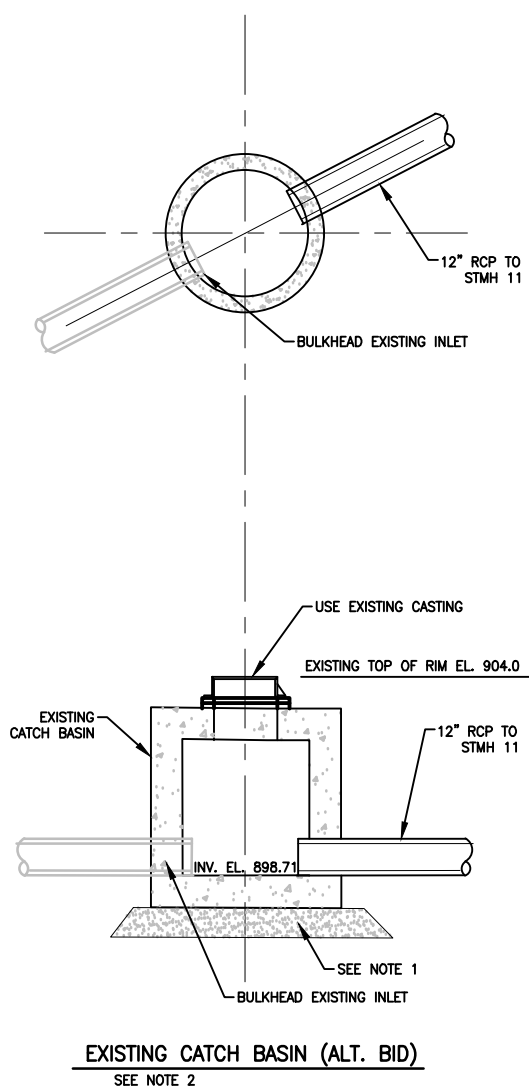
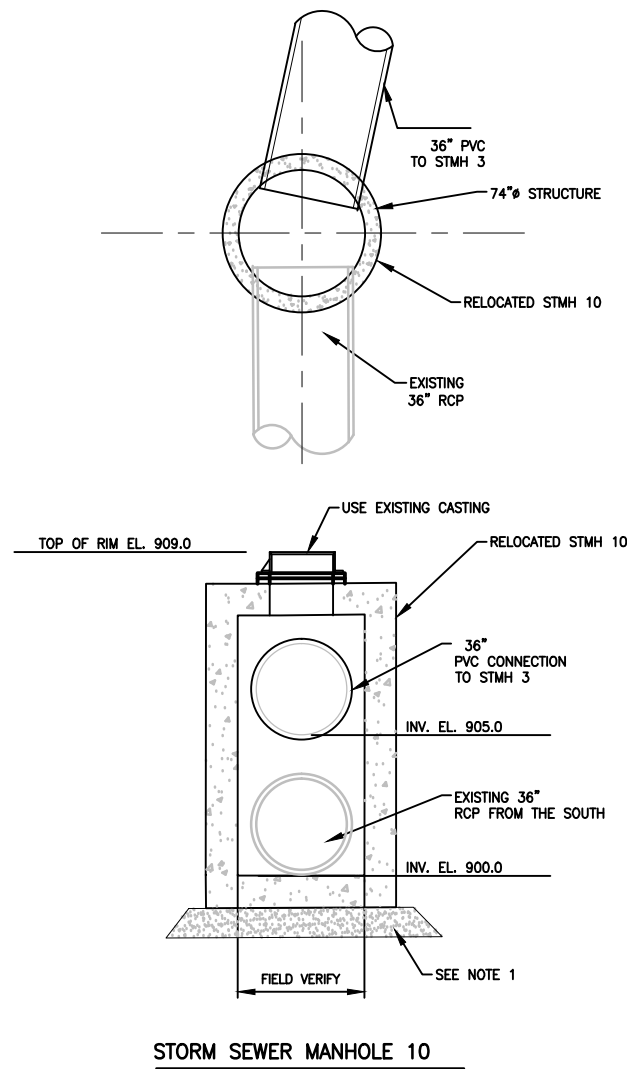
Wenck Associates, Inc.
Consulting Engineers
Maple Plain, MN 55359
763-479-4200

PROJECT TITLE

CONSTRUCTION PLANS FOR POWELL ROAD STORMWATER DIVERSION PROJECT

MINNEHAHA CREEK WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE			
STORM SEWER MANHOLE DETAILS			
DWN BY	CHK'D	APP'D	DWG DATE
JVB	JT	JT	AUGUST 2014
PROJECT NO.		SCALE	
0185-5087		AS SHOWN	
SHEET NO.		REV NO.	
D-103		1	



- NOTE:
1. PLACE 6" MIN. OF COMPACTED GRANULAR FILL BENEATH ALL MANHOLES.
 2. USE EXISTING MANHOLE IF SALVAGEABLE.
 3. FIELD VERIFY EXISTING INVERT ELEVATION PRIOR TO CONSTRUCTION.



REV	REVISION DESCRIPTION	DWN	APP	REV DATE
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SIGNATURE

DATE 10/09/2014 REG. NO. 19950

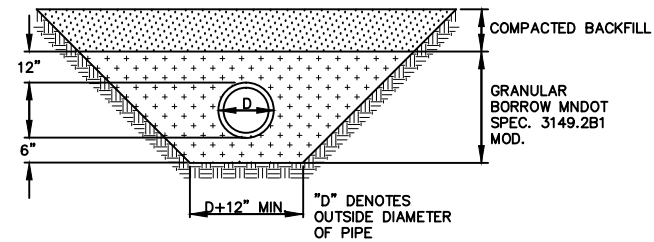
PRIME CONSULTANT

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763-479-4200
MAPLE PLAIN, MN 55359

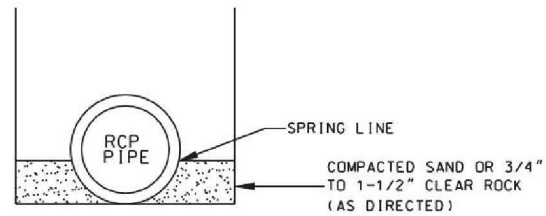
PROJECT TITLE
CONSTRUCTION PLANS FOR
POWELL ROAD STORMWATER
DIVERSION PROJECT

MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE			
STORM SEWER MANHOLE DETAILS			
DWN BY JVB	CHK'D JT	APP'D JT	DWG DATE AUGUST 2014
PROJECT NO. 0185-5087		SCALE AS SHOWN	SHEET NO. D-104
REV NO. 1			



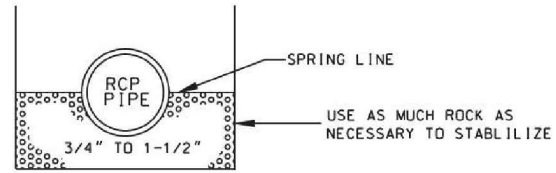
PIPE FOUNDATION & BEDDING IN GOOD SOILS



STABLE OR DRY CONDITIONS

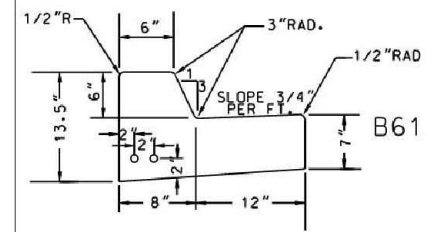
SAND SHALL CONFORM WITH MN/DOT SPEC. 3149

IF PIPE SPRING LINE IS LESS THAN 48" BELOW FINISHED GRADE, PLACE GRANULAR MATERIAL UNDER PIPE TO A MINIMUM OF 48" BELOW FINISHED GRADE.



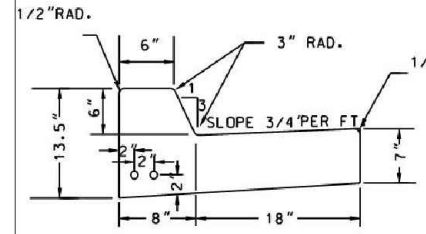
UNSTABLE OR WET CONDITIONS

USE AS MUCH ROCK AS NECESSARY TO STABILIZE

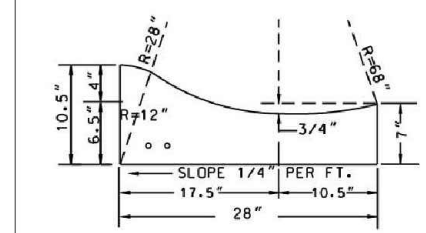


AT ALL TRENCHES 2#4 REINFORCING RODS SHALL BE PLACED IN THE LOWER PORTION OF THE CURB 20 FEET IN LENGTH.
2#4 REINFORCING RODS AT CATCH BASINS NO LESS THAN 10 FEET IN LENGTH.

NOTE:
CONTROL JOINTS SHALL CONFORM WITH MNDOT SPEC. 2531.3C.



B618



SURMOUNTABLE

NOTE:
B618 CURB TO BE USED AT RADIUS. SEE CITY PLATE NO. STRT-5

PVC PIPE BEDDING

NOT TO SCALE

1
D-105

RCP PIPE BEDDING

NOT TO SCALE

2
D-105

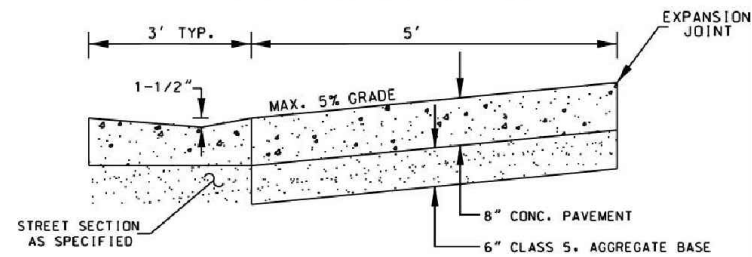
STANDARD CURB DETAILS

NOT TO SCALE

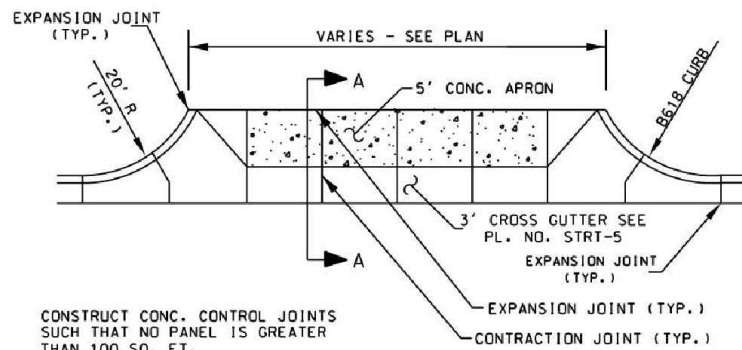
3
D-105

MINIMUM DRIVEWAY WIDTH - 24 FEET
MAXIMUM DRIVEWAY WIDTH - 36 FEET

CONCRETE SLAB SHALL BE 8" THICK,
ON 6" COMPACTED CL. 5 AGGREGATE BASE



SECTION A-A



PLAN

CONSTRUCT CONC. CONTROL JOINTS SUCH THAT NO PANEL IS GREATER THAN 100 SQ. FT.

SEE PLATE NO. SPP-1A FOR PED. CURB RAMP IF SIDEWALK IS EXISTING OR TO BE INSTALLED.

COMMERCIAL DRIVEWAY ENTRANCE DETAIL

NOT TO SCALE

4
D-105

REV	REVISION DESCRIPTION	DWN	APP	REV DATE
1	ISSUED FOR FINAL	JVB	JWT	10/08/14

SEAL
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
PRINT NAME: JOEL TOSO
SIGNATURE: [Signature]
DATE: 10/09/2014 REG. NO. 19950

PRIME CONSULTANT



PROJECT TITLE
CONSTRUCTION PLANS FOR POWELL ROAD STORMWATER DIVERSION PROJECT

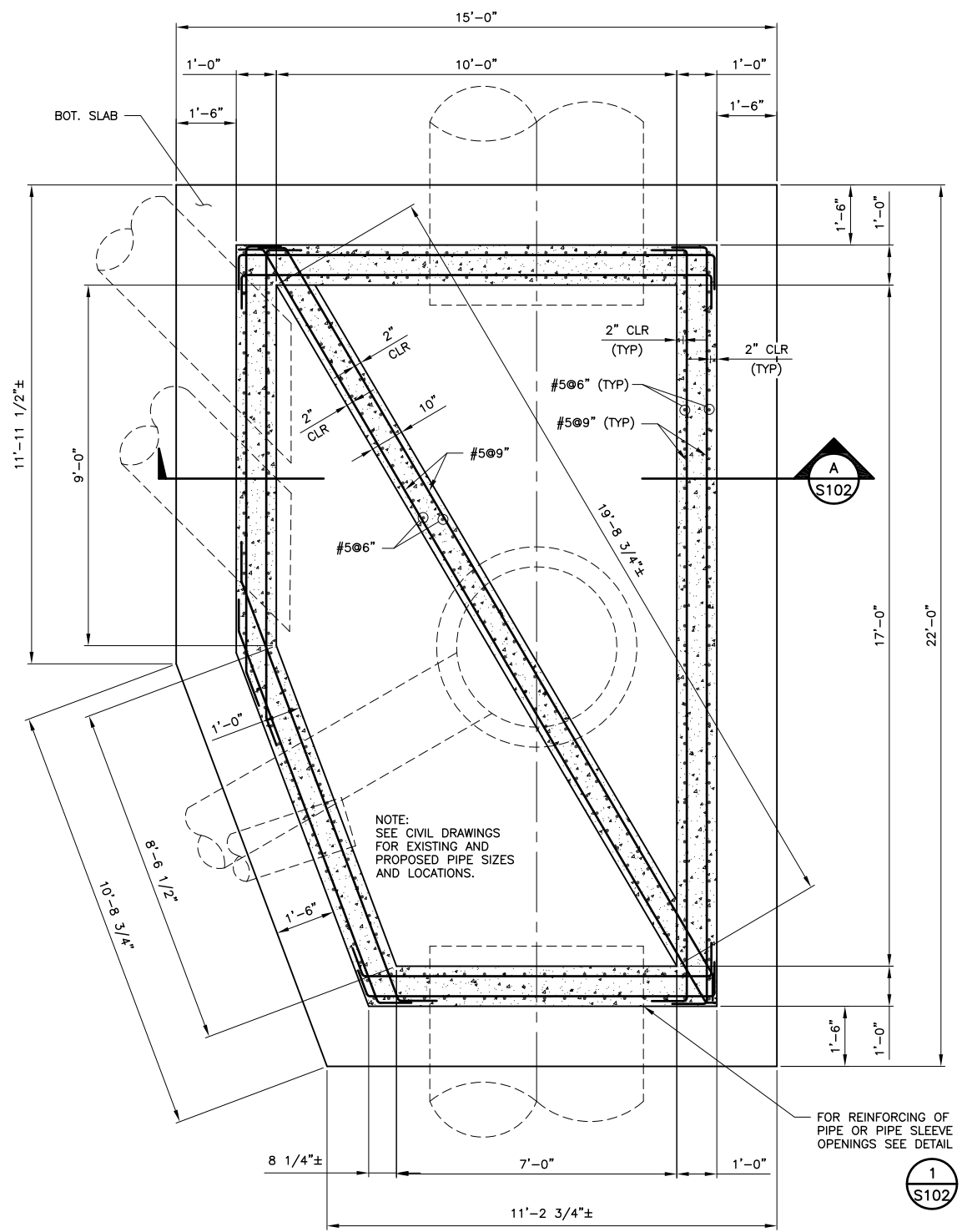


MINNEHAHA CREEK WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

SHEET TITLE

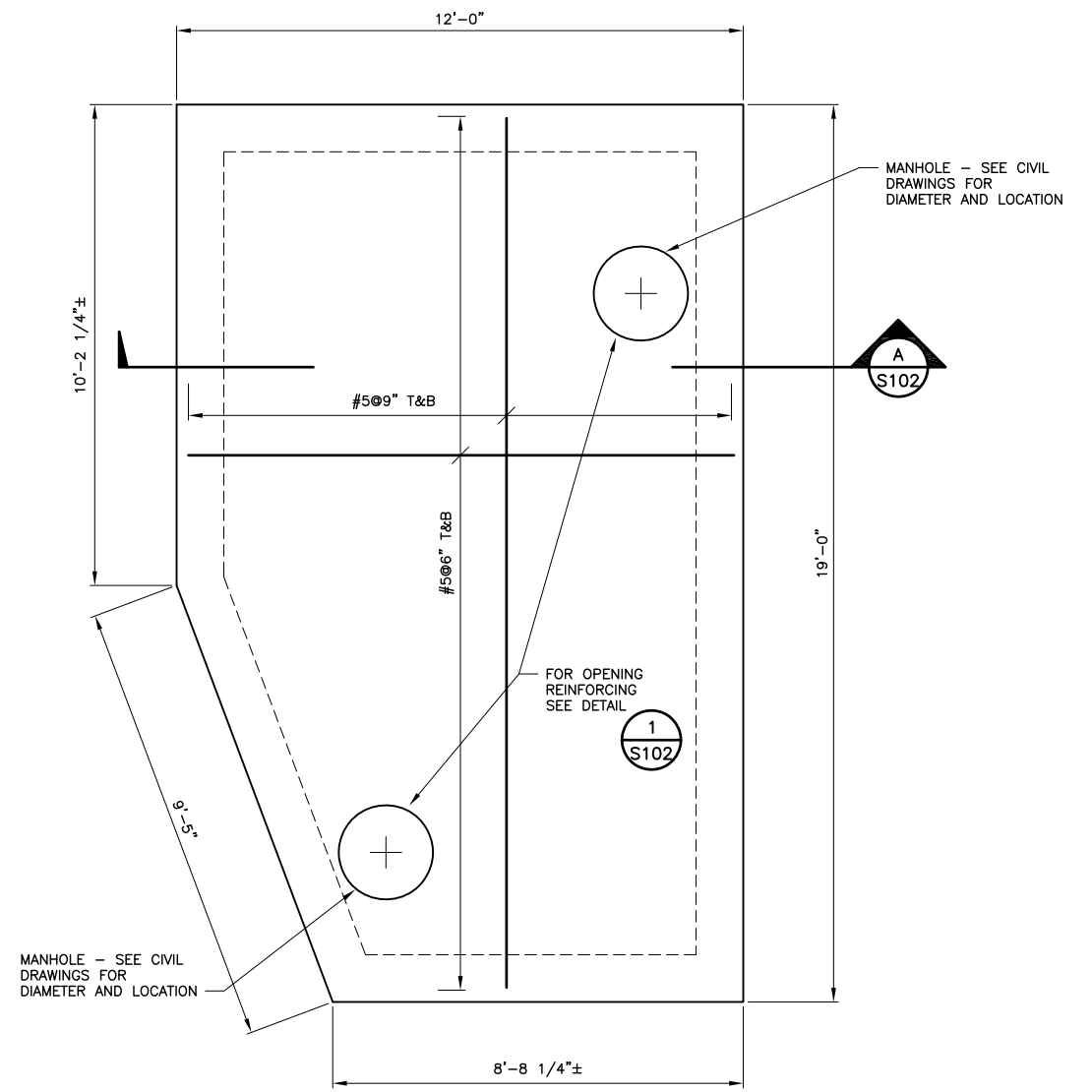
CIVIL DETAIL

DWN BY	CHK'D	APP'D	DWG DATE
JVB	JT	JT	AUGUST 2014
PROJECT NO.	SHEET NO.	SCALE	REV NO.
0185-5087	D-105	AS SHOWN	1



PLAN - DIVERSION STRUCTURE

12" 0 1' 2' 3' 4'
SCALE IN FEET



PLAN - DIVERSION STRUCTURE - TOP SLAB

12" 0 1' 2' 3' 4'
SCALE IN FEET

ENGINEERING PARTNERS
INTERNATIONAL, LLC
1299 EAGAN INDUSTRIAL RD, SUITE 301
EAGAN, MINNESOTA 55121
(651) 209-0108 | www.engineeringpartners.net

REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MINNESOTA

PRINT NAME GREG T. GREENLEE

SIGNATURE _____

DATE _____ LICENSE # 41028

PRIME CONSULTANT

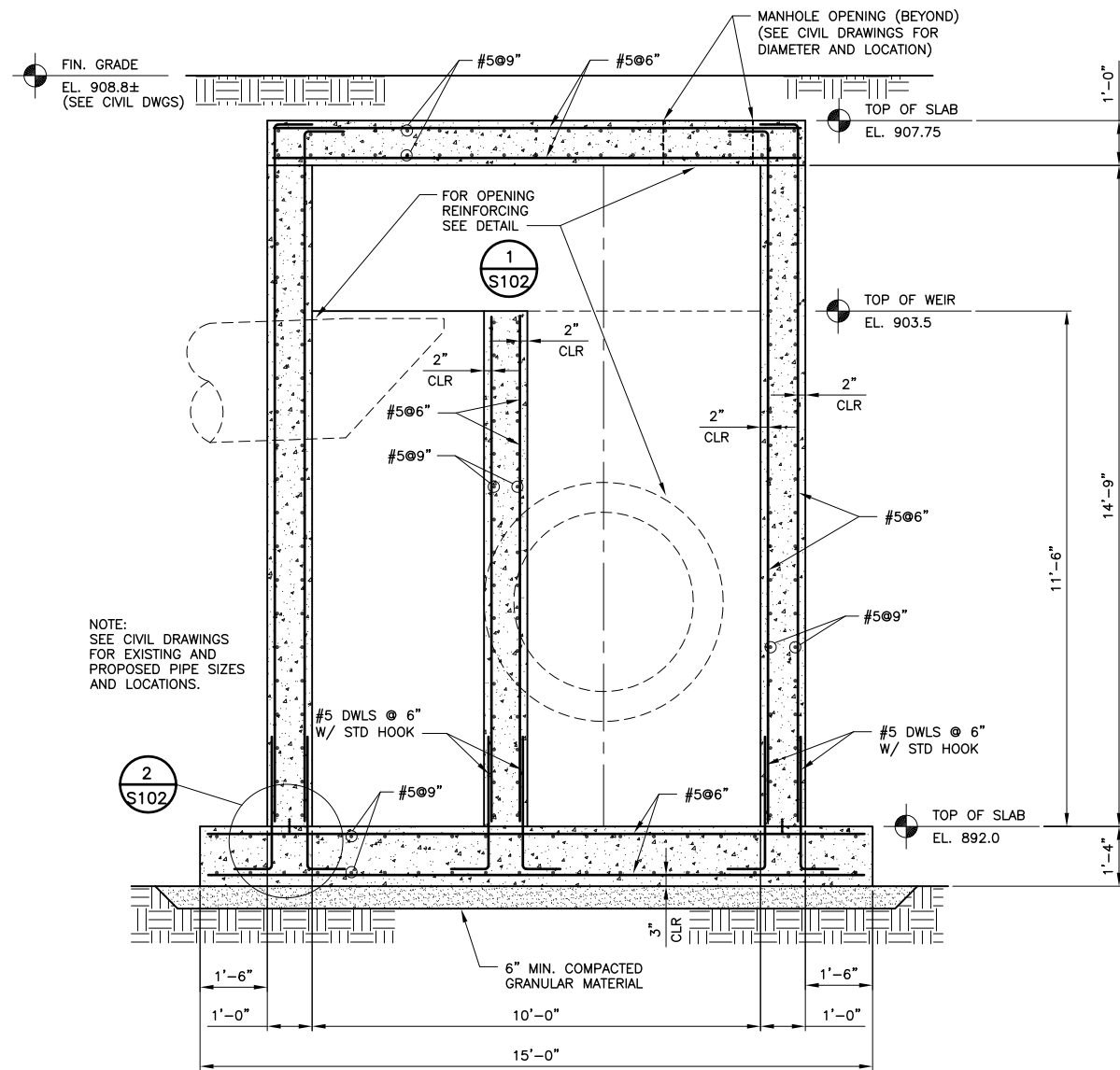
Wenck
© Wenck Associates, Inc.
Consulting Engineers
MAPLE PLAIN, MN 55359 763-479-4200
Web Site: www.wenck.com

PROJECT TITLE
POWELL ROAD STORMWATER
DIVERSION PROJECT

SHEET TITLE
DIVERSION STRUCTURE
CONCRETE REINFORCEMENT

DWN BY MSR CHK'D GTG APP'D GTG DWG DATE
SCALE AS SHOWN

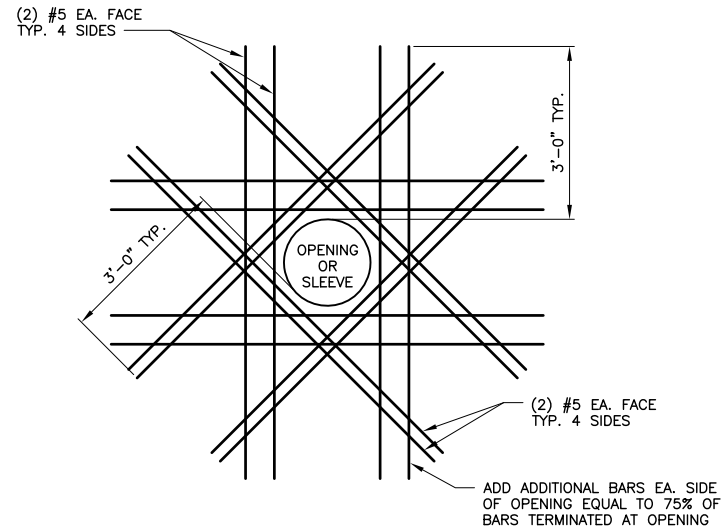
PROJECT NO. 0185-5087 SHEET NO. S-101 REV NO.



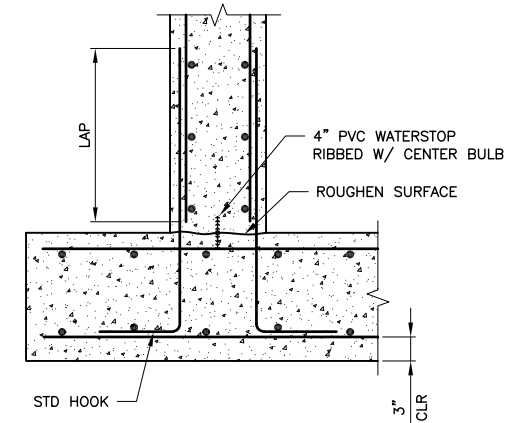
NOTE:
SEE CIVIL DRAWINGS
FOR EXISTING AND
PROPOSED PIPE SIZES
AND LOCATIONS.

SECTION - DIVERSION STRUCTURE **A**
S102

12" 0 1' 2' 3' 4'
SCALE IN FEET



DETAIL - OPENING REINFORCING **1**
N.T.S. **S102**



DETAIL **2**
N.T.S. **S102**

GENERAL NOTES:

1. GENERAL
 - A. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS AND, METHODS. ALL APPLICABLE SAFETY REGULATIONS TO BE FOLLOWED STRICTLY.
 - B. THE GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND ELEVATIONS.
2. DESIGN CRITERIA
 - A. APPLICABLE CODES:
 - I. 2006 INTERNATIONAL BUILDING CODE WITH 2007 MINNESOTA STATE BUILDING CODE AMMENDMENTS.
 - II. BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318-05)
 - III. MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7-05)
 - B. DESIGN LIVE LOADS:
 - I. GROUND SNOW LOAD, $P_g = 50$ PSF
 - II. SURFACE SURCHARGE LOAD = 250 PSF
 - C. SOIL LOADS
 - I. SOIL BORINGS SB-3 AND SB-4 PERFORMED BY HAUGO GEOTECHNICAL SERVICES, LLC WERE USED FOR THE DESIGN OF THE STRUCTURE.
 - II. SOIL UNIT WEIGHT = 125 PCF
 - III. SOIL FRICTION ANGLE = 30 DEGREES
 - IV. NET SOIL BEARING CAPACITY IS 3000 PSF
 - V. GROUND WATER LEVEL ELEVATION = 895.0 FT
 - D. FUTURE LOADS: UNLESS SPECIFICALLY NOTED, THERE ARE NO PROVISIONS MADE FOR FUTURE FLOORS, ROOFS, OR OTHER LOADS.
3. REINFORCED CONCRETE
 - A. CONCRETE COMPRESSIVE STRENGTH IN 28 DAYS $f'_c = 4000$ PSI:
 - B. THE DETAILING, FABRICATION AND ERECTION OF ALL REINFORCING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" AND ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE".
 - C. ALL REINFORCING BARS ARE DEFORMED AND CONTINUOUS, UNLESS NOTED OTHERWISE.
 - D. REINFORCING SHALL CONFORM TO ASTM A615 - GRADE 60.
 - E. PROVIDE LAP SPLICES PER ACI 318-05.
 - F. UNLESS OTHERWISE NOTED ON THE DRAWINGS PROVIDE THE FOLLOWING CLEAR COVER FROM FACE OF CONCRETE:
 - WALLS - 2"
 - FOOTINGS - 3"
 - G. PROVIDE 3/4" CHAMFER FOR ALL EXPOSED CONCRETE CORNERS.
 - H. FORMWORK SHALL BE LEFT IN PLACE UNTIL THE CONCRETE REACHES AT LEAST 75 PERCENT OF THE 28 DAY COMPRESSIVE STRENGTH.
 - I. THERE SHALL BE NO HORIZONTAL OR VERTICAL CONSTRUCTION JOINTS IN CONCRETE POURS UNLESS SHOWN ON THE PLANS OR APPROVED BY THE ENGINEER.
4. SPECIAL INSPECTIONS
 - A. PROVIDE SPECIAL INSPECTIONS AS REQUIRED BY THE MINNESOTA STATE BUILDING CODE WHICH INCLUDES CHAPTER 17 OF THE INTERNATIONAL BUILDING CODE.
 - B. COMPLETE INSPECTIONS AS DIRECTED BY THE SPECIAL INSPECTION AND TESTING PROGRAM INCLUDED IN THE PROJECT SPECIFICATIONS.

ENGINEERING PARTNERS
INTERNATIONAL, LLC
1299 EAGAN INDUSTRIAL RD, SUITE 201
EAGAN, MINNESOTA 55121
(651) 209-0108 | www.engineeringpartners.net

REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
PRINT NAME: GREG T. GREENLEE
SIGNATURE: _____
DATE: _____ LICENSE # 41028

PRIME CONSULTANT
Wenck
Wenck Associates, Inc.
Consulting Engineers
MAPLE PLAIN, MN 55359 763-479-4200
Web Site: www.wenck.com

PROJECT TITLE
POWELL ROAD STORMWATER DIVERSION PROJECT

SHEET TITLE			
DIVERSION STRUCTURE			
CONCRETE REINFORCEMENT			
DWN BY	CHK'D	APP'D	DWG DATE
MSR	GTG	GTG	SCALE AS AHWON
PROJECT NO.	SHEET NO.	REV NO.	
0185-5087	S-102		

Item No.	Item Description	Unit	Quantity	Unit Price	Extension
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 47,000.00	\$ 47,000.00
2	TRAFFIC CONTROL	LS	1	\$ 5,000.00	\$ 5,000.00
3	CLEAR AND GRUB TREE	TREE	2	\$ 700.00	\$ 1,400.00
4	REMOVE STORM SEWER PIPE/CULVERT	LF	660	\$ 10.00	\$ 6,600.00
5	REMOVE CONCRETE ABUTMENT	EA	2	\$ 750.00	\$ 1,500.00
6	REMOVE STORM SEWER STRUCTURE	EA	1	\$ 750.00	\$ 750.00
7	REMOVE CONCRETE CURB & GUTTER	LF	160	\$ 10.00	\$ 1,600.00
8	REMOVE CONCRETE PAVEMENT	SF	1000	\$ 1.00	\$ 1,000.00
9	REMOVE BITUMINOUS PAVEMENT	SY	3000	\$ 10.00	\$ 30,000.00
10	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	1700	\$ 6.00	\$ 10,200.00
11	SALVAGE AND REINSTALL SIGN	EA	3	\$ 200.00	\$ 600.00
12	SALVAGE AND REINSTALL STORM SEWER STRUCTURE	EA	1	\$ 2,000.00	\$ 2,000.00
13	SALVAGE AND REINSTALL FENCE	LF	100	\$ 25.00	\$ 2,500.00
14	SALVAGE AND RESPREAD TOPSOIL	LS	1	\$ 2,000.00	\$ 2,000.00
15	TEMPORARY CAPS AT DIVERSION STRUCTURE	LS	1	\$ 2,000.00	\$ 2,000.00
16	TEMPORARY CAPS AT EPOXY COATED STEEL CASING PIPE	LS	1	\$ 4,000.00	\$ 4,000.00
17	COMMON EXCAVATION ONSITE - GRADING (EV)	CY	972	\$ 8.00	\$ 7,776.00
18	COMMON EXCAVATION - OFFSITE (EV)	CY	400	\$ 15.00	\$ 6,000.00
19	BITUMINOUS MATERIAL FOR TACK COAT	GAL	150	\$ 10.00	\$ 1,500.00
20	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	350	\$ 150.00	\$ 52,500.00
21	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,C)	TON	465	\$ 140.00	\$ 65,100.00
22	SALVAGE AND REINSTALL AGGREGATE BASE	TON	1200	\$ 20.00	\$ 24,000.00
23	AGGREGATE BASE CLASS 5, 100% CRUSHED	TON	1600	\$ 35.00	\$ 56,000.00
24	CONNECT TO EXISTING STORM SEWER PIPE	EA	6	\$ 750.00	\$ 4,500.00
25	CONNECT PIPE TO EXISTING STORM SEWER STRUCTURE	EA	1	\$ 750.00	\$ 750.00
26	12" PVC SDR 26 STORM SEWER PIPE	LF	167	\$ 50.00	\$ 8,350.00
27	15" PVC SDR 26 STORM SEWER PIPE	LF	210	\$ 60.00	\$ 12,600.00
28	24" PVC SDR 26 STORM SEWER PIPE	LF	2036	\$ 90.00	\$ 183,240.00
29	24" PVC SDR 26 STORM SEWER PIPE 45° FITTING	EA	2	\$ 350.00	\$ 700.00
30	36" PVC SDR 26 STORM SEWER PIPE	LF	127	\$ 125.00	\$ 15,875.00
31	36" RC PIPE SEWER CLASS III	LF	22	\$ 250.00	\$ 5,500.00
32	36" RC SAFETY APRON AND GRATE	EA	1	\$ 1,000.00	\$ 1,000.00
33	PIPE JACKING 36" EPOXY COATED STEEL CASING	LF	244	\$ 1,000.00	\$ 244,000.00
34	4' DIAMETER STORM SEWER MANHOLE	EA	3	\$ 4,000.00	\$ 12,000.00
35	6' DIAMETER STORM SEWER MANHOLE	EA	2	\$ 6,000.00	\$ 12,000.00
36	8' DIAMETER STORM SEWER MANHOLE	EA	2	\$ 8,000.00	\$ 16,000.00
37	9' DIAMATER STORM SEWER MANHOLE	EA	2	\$ 9,000.00	\$ 18,000.00
38	DIVERSION STRUCTURE	LS	1	\$ 85,000.00	\$ 85,000.00
39	ADJUST EXISTING VALVE BOX	EA	1	\$ 500.00	\$ 500.00
40	ADJUST EXISTING CASTING	EA	1	\$ 25.00	\$ 25.00
41	CONCRETE CURB & GUTTER DESIGN B618	LF	160	\$ 25.00	\$ 4,000.00
42	8" CONCRETE DRIVEWAY APRON	SF	1000	\$ 10.00	\$ 10,000.00
43	EROSION CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00
44	COMMON TOPSOIL BORROW	CY	100	\$ 50.00	\$ 5,000.00
45	SODDING TYPE LAWN	SY	550	\$ 10.00	\$ 5,500.00
TOTAL BASE BID					\$ 985,566.00

ALTERNATE - JAPS-OLSON

Item No.	Item Description	Unit	Quantity	Unit Price	Extension
A-1	REMOVE BITUMINOUS PAVEMENT	SY	300	\$ 10.00	\$ 3,000.00
A-2	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	325	\$ 6.00	\$ 1,950.00
A-3	ABANDON STORM SEWER PIPE	LF	155	\$ 25.00	\$ 3,875.00
A-4	COMMON EXCAVATION - OFFSITE (EV)	CY	50	\$ 15.00	\$ 750.00
A-5	BITUMINOUS MATERIAL FOR TACK COAT	GAL	15	\$ 10.00	\$ 150.00
A-6	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	35	\$ 150.00	\$ 5,250.00
A-7	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3,C)	TON	35	\$ 140.00	\$ 4,900.00
A-8	SALVAGE AND REINSTALL AGGREGATE BASE	TON	100	\$ 20.00	\$ 2,000.00
A-9	AGGREGATE BASE CLASS 5, 100% CRUSHED	TON	150	\$ 40.00	\$ 6,000.00
A-10	CONNECT TO EXISTING STORM SEWER PIPE	EA	2	\$ 750.00	\$ 1,500.00
A-11	CONNECT PIPE TO EXISTING STORM SEWER STRUCTURE	EA	1	\$ 750.00	\$ 750.00
A-12	TEMPORARY CAPS AT RC PIPE	LS	1	\$ 3,000.00	\$ 3,000.00
A-13	12" RC PIPE STORM SEWER CLASS III	LF	135	\$ 60.00	\$ 8,100.00
A-14	4' DIAMETER STORM SEWER MANHOLE	EA	1	\$ 4,000.00	\$ 4,000.00
A-15	ADJUST EXISTING CASTING	EA	1	\$ 500.00	\$ 500.00
A-16	COMMON TOPSOIL BORROW	CY	10	\$ 50.00	\$ 500.00
A-17	SODDING TYPE LAWN	SY	60	\$ 10.00	\$ 600.00
TOTAL ALTERNATE					\$ 46,825.00

COOPERATIVE AGREEMENT
City of Hopkins and Minnehaha Creek Watershed District

POWELL ROAD STORMWATER DIVERSION PROJECT

This Cooperative Agreement ("Agreement") is made this ____ day of _____, 2014, by and between the Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D ("District"), and the City of Hopkins, a home rule charter city in the State of Minnesota ("City").

Recitals

A. The City owns and operates a municipal system to collect and convey stormwater from a catchment of 217 acres more or less, principally within the City, as delineated as Existing Storm Sewer on Attachment A hereto. The conveyance passes into the City of St. Louis Park, where it conducts the stormwater without flow management or water quality treatment to an outfall into Minnehaha Creek.

B. The District owns a parcel of land of about 17 acres within the City of Hopkins and adjacent to Minnehaha Creek (the "Property"). The District is performing feasibility work to assess the siting of a stormwater infiltration basin or similar practice that would provide water quality treatment for stormwater runoff from an area including this catchment, manage stormwater peak flow and volume, and reduce sediment discharge into the creek from bank erosion and downstream flooding.

C. The purpose of this Agreement is to establish terms to construct and maintain a modification to the stormwater conveyance system, with associated structural appurtenances, that would divert stormwater presently discharged directly to Minnehaha Creek to a stormwater basin on the District property (the "Project"). The Project will lie on and under Powell Road, private property and both public and private rail right-of-way.

THEREFORE the City and the District agree as follows:

1.0 DESIGN

1.1 The District may proceed with Project design and to that end will retain a professional engineering consultant to prepare plans and specifications for the Project. The District and City will coordinate in developing plans and specifications so that the Project meets City requirements for the City's stormsewer and right-of-way systems.

1.2 During the design process, the City, in a timely fashion, will:

(a) Specify reasonable terms and conditions for work in and adjacent to City right-of-way;

(b) Give the District all information it possesses regarding subsurface conditions and rights of third parties within and adjacent to the affected right-of-way; facilitate coordination with such third parties; and facilitate resolution of any actual or

potential concerns as to the effect of Project construction or maintenance on third party rights and facilities;

(c) Otherwise advise the District of any City requirements or interests that may affect the plans, specifications and construction including technical requirements to connect the diversion conveyance to the City system and terms for working in City right-of-way.

1.3 The District will obtain easements, permits and other approvals necessary to construct and maintain the Project. The City will process any permits or approvals it requires promptly and will not impose on the District any fees for those permits or approvals.

1.4 The 90 percent plans for the Project have been completed. Each party has a copy of the 90 percent plan set, titled "Specifications/Bid Documents for Diversion of Powell Rd Storm Sewer in St. Louis Park to 325 Blake Rd Property, Hopkins, Minnesota (October 10, 2014)," which is incorporated herein by reference. Within 20 days of receipt of final Project plans (the "Plans") from the District, the City will transmit to the District written approval of the Plans provided they are consistent with the 90 percent plans and otherwise consistent with City requirements as described in this section 1.0.

2.0 CONSTRUCTION

2.1 On written concurrence in the Plans by the City per Section 1.4 above, the District may award a contract to construct the Project and proceed with construction pursuant to this Agreement, the Plans, current City standards and specifications and all applicable local, state and federal rules and regulations. The District will manage the construction contract, but will give the City advance notice of all formal pre-construction and construction meetings, which the City may attend. The City will not have authority to direct the contractor.

2.2 The District's contract will require that:

(a) The contractor name the City as an additional insured for general liability on a primary basis and for both ongoing work and completed operations;

(b) The contractor will indemnify the City for the contractor's negligent acts and those of its subcontractors.

(c) The contractor will be responsible to determine the location of and protect all utilities;

(d) The contractor will provide a performance bond for the completion of the Project;

(e) The contractor will comply with local traffic and site control requirements;

(f) The contractor will restore or repair any damage to the City's lands, equipment or facilities resulting from the contractor's activities; and

(g) All infrastructure must be built in accordance with current City standards and specifications as communicated by the City under section 1.0 above, and in compliance with the Plans and all applicable local, state and federal rules and regulations.

2.3 Until December 31, 2015 or City acceptance of the Project under subsection 3.1, below, whichever earlier, the District and its contractor may occupy City right-of-way within areas so designated in the plans and specification, including to stage and operate equipment and vehicles, stockpile excavation and fill materials, store materials, maintain erosion and sediment control practices, and otherwise as necessary or convenient to construct the Project.

2.4 The District in its judgment may make changes to the Plans with or without field directive, or by work change directive or change order. Any change to the Project that would materially affect the Project or change the Project from a non-gravity system is subject to the review and approval of the City Engineer, which approvals shall not be unreasonably withheld or delayed.

2.5 In performing its responsibilities under this section 2.0, including its securing of any work in progress insurance, the District is providing services to the City pursuant to this Agreement and is not assuming the role or authority of an owner of City right-of-way or an operator of the City's stormwater infrastructure. The District assumes no responsibility for any pre-existing environmental condition within the area disturbed by the Project that is within City right-of-way.

3.0 MAINTENANCE

3.1 On certification of Project substantial completion by the District's engineer and the delivery of record drawings to the City ("Substantial Completion"), the City will provide written acceptance of same if it conforms to the Plans as they may have been altered pursuant to subsection 2.4. On acceptance by the City, it will assume ownership of the Project infrastructure up to and including the outfall structure into the basin located on the Property, including but not limited to all pumps, manholes and other appurtenances. The two spur elements shown on Attachment A as located on private property west of Powell Road and south of the rail right-of-way will be the property of the fee owner. The City will be responsible for both routine and long-term maintenance of the Project, apart from the two spur elements, to ensure that stormwater within the catchment flows to the stormwater management feature as intended.

3.2 The City's cost of maintenance under subsection 3.1, as determined more precisely by the parties, will be considered an element of Project cost for the purpose of allocating Total Maximum Daily Load pollutant reduction credits pursuant to District Resolution 13-062 (May 23, 2013) or any successor District policy.

3.3 On Substantial Completion, the District will assign or convey, and the City will accept, easement and permit rights necessary for the City to exercise its ownership and maintenance rights under this Agreement. This includes but is not limited to:

(a) "Easement, 8050 Powell Road, St. Louis Park, 8098 Excelsior Boulevard, Hopkins, Unassigned Address, Hopkins, Hennepin County, MN," filed for record with Hennepin County on [date] as Document No. XXXXXX (abstract) and XXXXXX (Torrens); and

(b) Utility Occupancy License No. 4316301 issued by the Soo Line Railroad Company, attached hereto as Attachment C and incorporated herein.

(c) Hennepin County Regional Railroad Authority permit No. 32-14 for utility crossing.

At all times after the City has accepted easement and permit rights, it will comply with all terms of those easements and permits. Without diminishing this responsibility and if the City fails to take reasonable measures to cure any noncompliance with 30 days' notice, the District may cure any noncompliance on the City's behalf and have a right of reimbursement from the City for the reasonable costs of doing so. If the City receives notice of an intent to terminate the utility occupancy license, it will notify the District immediately. The parties will consult and individually or together may take appropriate steps to allow the Project to remain in place and functional.

3.4 Promptly on the City's acceptance under subsection 3.1, above, the District will convey to the City a perpetual easement affording the City the ability to inspect, maintain and reconstruct that part of the Project located on the Property. The easement will require that the City reasonably minimize impact to the surrounding natural environment and to any prior-constructed improvements, and repair any damage to the Property or improvements thereon. The parties recognize that the Property is intended for redevelopment and the easement terms will be written to limit interference with likely redeveloped uses.

4.0 COST RESPONSIBILITIES and REMEDIES

4.1 The District will bear the cost to design and construct the Project.

4.2 The City will bear the cost to own and maintain the Project.

4.3 Each party will bear its own administrative costs to perform its roles and responsibilities under this Agreement.

4.4 Each party holds harmless, and agrees to defend and indemnify, the other party from and against that portion of any and all liability, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that the indemnified party may incur as a result of the performance of this Agreement due to any negligent act or omission of the indemnifying party or any other act or omission that subjects the indemnifying party to liability in law or equity.

4.5 The City holds the District harmless from and against that portion of any and all liability, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that the District may incur arising from a pre-existing environmental condition on the Property. In the event of conflict, this subsection will have priority over subsection 4.4.

4.6 Notwithstanding subsections 4.4 and 4.5, this Agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party or the other party to this Agreement. This Agreement is not a joint powers agreement under Minnesota Statutes §471.59 and nothing herein constitutes either party's agreement to be responsible for the acts or omissions of the other party pursuant to subdivision 1a of that statute.

4.7 Only contractual remedies are available for the failure of a party to fulfill the terms of this Agreement.

5.0 GENERAL TERMS

5.1 Each communication under this Agreement will be made to the following representatives:

MCWD:

Project Manager, Powell Road Project
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka MN 55345-1503

City:

City Engineer
City of Hopkins
1010 1st Street South
Hopkins MN 55343

A party may change its contact by written notice to the other party.

5.2 This Agreement is effective on execution by both parties and will expire five years thereafter. The responsibilities of the parties under subsections 3.1, 4.4 and 4.5 will survive expiration.

5.3 This Agreement incorporates all terms and understandings of the parties concerning the Project.

5.4 An amendment to this Agreement must be in writing and executed by the parties.

5.5 A party's failure to enforce a provision of this Agreement does not waive the provision or that party's right to enforce it subsequently.

5.6 The above Recitals are incorporated into this Agreement.

IN WITNESS WHEREOF the parties execute this Agreement by their authorized officers.

CITY OF HOPKINS

By _____
Its Mayor

Date:

By _____
Its City Manager

Date:

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its President

Date:

Approved for form and execution:

MCWD Counsel

COOPERATIVE AGREEMENT
City of St. Louis Park and Minnehaha Creek Watershed District

POWELL ROAD STORMWATER DIVERSION PROJECT

This Cooperative Agreement (“Agreement”) is made by and between the Minnehaha Creek Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D (District), and the City of St. Louis Park, a home rule charter city in the State of Minnesota (“St. Louis Park”).

Recitals

A. The City of Hopkins (“Hopkins”) owns and operates a municipal system to collect and convey stormwater from a catchment of 217 acres more or less, principally within the Hopkins, as delineated on Attachment A hereto. The conveyance passes into St. Louis Park, where it conducts the stormwater without flow management or water quality treatment to an outfall into Minnehaha Creek. St. Louis Park holds the authority to maintain that part of the conveyance within its boundaries.

B. The District owns a parcel of land of about 17 acres within Hopkins and adjacent to Minnehaha Creek (the “Property”). The District is performing feasibility work to assess the siting of a stormwater infiltration basin or similar practice that would provide water quality treatment for stormwater runoff from an area including this catchment, manage stormwater peak flow and volume, and reduce sediment discharge into the creek from bank erosion and downstream flooding.

C. The District and Hopkins have entered or will enter into a project agreement in which the responsibility is allocated between them for design, construction and maintenance of proposed improvements consisting of modification to the stormwater conveyance system, with associated structural appurtenances, to divert stormwater presently discharged directly to Minnehaha Creek to the stormwater practice on the Property (the “Project”).

D. St. Louis Park supports the Project and concurs that it will benefit St. Louis Park by reducing the discharge of pollutants from the conveyance that it owns and operates into receiving waters located within St. Louis Park.

E. The purpose of this Agreement is to establish terms for cooperation in the Project. The Project will lie on and under Powell Road, private property and both public and private rail right-of-way.

THEREFORE St. Louis Park and the District agree as follows:

1.0 DESIGN

1.1 The District may proceed with Project design and to that end will retain a professional engineering consultant to prepare plans and specifications for the Project. The design will provide for connection of a diversion pipe to the conveyance within the Powell Road right-of-way in Hopkins, with a pump and other appurtenances, so that lower flows will

be diverted from the conveyance but high flows will continue to flow north as presently into that part of the conveyance maintained by St. Louis Park. Attachment A depicts the alignment of the present conveyance and proposed diversion.

1.2 During the design process, St. Louis Park, in a timely fashion, will:

(a) Specify reasonable terms and conditions for work in and adjacent to its Powell Road right-of-way;

(b) Give the District all information it possesses regarding subsurface conditions and rights of third parties within and adjacent to the affected right-of-way; facilitate coordination with such third parties; and facilitate resolution of any actual or potential concerns as to the effect of Project construction or maintenance on third party rights and facilities;

(c) Otherwise advise the District of any requirements or interests that may affect the plans, specifications and construction including any technical considerations for the stormwater conveyance system.

1.3 The District will obtain easements, permits and other approvals necessary to construct and maintain the Project. St. Louis Park will process any permits or approvals it requires promptly and will not impose on the District any fees for those permits or approvals.

1.4 St. Louis Park will be given the opportunity to review and comment on 90 percent plans and will do so promptly.

2.0 CONSTRUCTION

2.1 The District may award a contract to construct the Project and proceed with construction. The District will manage the construction contract, but will give St. Louis Park advance notice of all formal pre-construction and construction meetings, which St. Louis Park may attend. St. Louis Park will not direct the contractor.

2.2 For work within the St. Louis Park right-of-way, the District's contract will require that:

(a) The contractor name St. Louis Park as an additional insured for general liability, on a primary basis and for both ongoing work and completed operations;

(b) The contractor will indemnify St. Louis Park for the contractor's negligent acts and those of its subcontractors;

(c) The contractor will be responsible to locate and protect all utilities;

(d) The contractor will provide a performance bond for the completion of the Project;

(e) The contractor will comply with local traffic and site control requirements; and

(f) The contractor will restore or repair any damage to St. Louis Park's lands, equipment or facilities resulting from the contractor's activities.

2.3 Until Hopkins accepts the Project per subsection 3.1, below, the District and its contractor may occupy St. Louis Park right-of-way within areas so designated in the plans and specifications, including to stage and operate equipment and vehicles, stockpile excavation and fill materials, store materials, maintain erosion and sediment control practices, and otherwise as necessary or convenient to construct the Project.

2.4 In performing its responsibilities under this section 2.0, including its securing of any work in progress insurance, the District is not assuming the role or authority of an owner of St. Louis Park right-of-way or an operator of St. Louis Park's stormwater infrastructure. The District assumes no responsibility for any pre-existing environmental condition within St. Louis Park right-of-way disturbed by the Project.

3.0 MAINTENANCE

3.1 The project agreement referenced in recital C above provides that on certification of Project substantial completion by the District's engineer and the delivery of record drawings to Hopkins, Hopkins will provide written acceptance of same and at that time will assume ownership of the Project infrastructure, including but not limited to all pumps, manholes and other appurtenances, and the responsibility to maintain that infrastructure. The District will monitor this maintenance responsibility so that there is no hydraulic obstruction in the diversion that risks damage to St. Louis Park's portion of the conveyance north of the diversion or increased maintenance cost for St. Louis Park related thereto.

3.2 St. Louis Park will maintain its portion of the conveyance north of the diversion so as not to impair the design function of the diversion.

3.3 The District may temporarily occupy St. Louis Park right-of-way to inspect and repair any part of the Project located in or adjacent to it. The District will coordinate with St. Louis Park in advance of any such work to minimize disruption to other uses of the right-of-way. The District may assign rights and responsibilities under this paragraph to Hopkins.

4.0 COST RESPONSIBILITIES and REMEDIES

4.1 St. Louis Park will bear its own administrative costs to perform its roles under this Agreement and its costs of maintenance under subsection 3.2.

4.2 St. Louis Park does not otherwise bear any cost related to the design, construction or maintenance of the Project.

4.3 Each party holds harmless, and agrees to defend and indemnify, the other party from and against that portion of any and all liability, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that the indemnified party may incur as a result of the performance of this Agreement due to any negligent act or omission of the indemnifying party or any other act or omission that subjects the indemnifying party to liability in law or equity.

4.4 St. Louis Park holds the District harmless from and against that portion of any and all liability, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) arising from a pre-existing environmental condition on St. Louis Park right-of-way.

4.5 Notwithstanding subsections 4.3 and 4.4, this Agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party or the other party to this Agreement. This Agreement is not a joint powers agreement under Minnesota Statutes §471.59 and nothing herein constitutes either party's agreement to be responsible for the acts or omissions of the other party pursuant to subdivision 1a of that statute.

4.6 Only contractual remedies are available for the failure of a party to fulfill the terms of this Agreement.

5.0 PROJECT REPRESENTATIVES

5.1 Each communication under this Agreement will be made to the following representatives:

MCWD:

Project Manager, Powell Road Project
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka MN 55345-1503

City:

[etc.]

A party may change its contact by written notice to the other party.

IN WITNESS WHEREOF the parties execute this Agreement by their authorized officers.

CITY OF ST. LOUIS PARK

By _____
Its Mayor

Date:

By _____
Its City Manager

Date:

MINNEHAHA CREEK WATERSHED DISTRICT

By _____
Its President

Date:

Approved for form and execution:

MCWD Counsel

Permit Report

Permit Application No.: 14-433

Rule: Erosion Control and Stormwater Management

Applicant: Minnehaha Creek Watershed District

Project: Powell Road Subsurface Stormwater Conveyance Installation

Received: 9/9/14

Location: 8050 Powell Rd, St. Louis Park & 8098 Excelsior Blvd., Hopkins

Complete: 9/10/14

Noticed: 9/11/14

Recommendation:

Approval with conditions:

- NPDES Permit

Background:

The proposed Powell Road Subsurface Stormwater Conveyance Installation work is a component in a suite of projects designed to accomplish regional stormwater management on the District's property at 325 Blake Road. The overall project includes two primary storm sewer diversions, pre demolition work at 325 Blake Road and a regional stormwater treatment facility to be located at 325 Blake Rd. Permit 14-433 solely pertains to the Powell Road Stormwater Diversion that is scheduled for 2015.

Drainage from the area south of 325 Blake (216.9 acres) will be captured and diverted on Powell Road through a new storm sewer. An in-line weir constructed in a new manhole located in Powell Road will divert water to 325 Blake through two 24-inch pipes. The project will divert nearly the 1-inch event from the watershed to 325 Blake Road. Stormwater that is not diverted will flow over the weir to the existing storm sewer system north along Powell Road and discharge to Minnehaha Creek. The diversion will also collect additional surface water flow adjacent to the existing railroad that currently discharges directly to Minnehaha Creek.

The proposed project crosses private property at the location of 8050 Powell Road, St. Louis Park and 8098 Excelsior Blvd, Hopkins owned by Alex Ugorets. The District has secured land rights for the project with an easement. The new storm sewer also crosses Soo Line Railroad and Hennepin County Regional Rail Authority property. Access from both entities has been granted.

Board approval of all District projects is required pursuant to District Policy. The project triggers the District's Erosion Control rule.

Erosion Control

The Erosion Control Rule is triggered for any project involving 5,000 square feet of soil disturbance or 50 cubic yards of excavation or stockpiling of soil. The proposed project involves approximately 1.49 acres of disturbance within the City of Hopkins and St. Louis Park, therefore triggering the Erosion Control Rule. The proposed erosion control practices proposed meet District standards. Construction BMP's provided include rock construction entrances, bio-rolls, silt fence, inlet protection, sod, and seeding. All disturbed areas will be stabilized in-kind upon project completion. All erosion control requirements have been met.

Stormwater Management:

The District's Stormwater Management Rule is triggered because this conveyance installation project changes the contours of a parcel of land in a way that affects the direction, peak rate, volume, or water quality of runoff flows from the parcel, but paragraph 2(d)(1) of the rule provides an exemption for linear projects creating less than 10,000 square feet of additional impervious surface are not required to incorporate any stormwater best management practices for any treatment scope. The project qualifies for this exemption.

Additional analysis not required by the District's Rules is provided below:

Model results show that peak elevations at the upstream manholes are reduced. The District is the Stormwater authority in the City of Hopkins and St. Louis Park. A summary of the stormwater flow rates, elevations and diverted volumes is provided in the tables below:

Table 1. Total Site Runoff Through Existing Powell Road Storm Sewer Comparison

Runoff Rate (cfs)		
Event	Existing	Proposed
1-yr	151	80
10-yr	277	113
100-yr	480	164

Table 2. Peak Elevation at Powell Road Diversion Manhole

Elevation (ft)*		
Event	Existing	Proposed
1-yr	904.9	904.6
10-yr	907.2	906.2
100-yr	908.3	907.7

*Model results also show the peak elevations at the upstream manholes are reduced.

Table 3. Peak Elevations Comparison at RR Crossing

Elevation (ft)		
Event	Existing	Proposed
1-yr	905.6	903.6
10-yr	906.0	904.1
100-yr	906.3	904.6

Table 4. Diversion Runoff Volume Comparison.

Runoff Volumes (acre-feet)			
Event	Diverted	Total	Diverted (%)
1-inch	8.4	8.8	95%
1-yr	24.2	37.3	65%
10-yr	40.6	63.2	65%
100-yr	66.2	113.1	59%

The proposed project triggers and meets the District's Erosion Control rule. Staff is recommending approval of the permit application with the conditions listed above.

Attachments:

1. Permit application

14-433

WATER RESOURCE PERMIT APPLICATION FORM

Use this form to notify/apply to the Minnehaha Creek Watershed District (MCWD) of a proposed project or work which may fall within their jurisdiction. Fill out this form completely and submit with your site plan, maps, etc. to the MCWD at:
15320 Minnetonka Blvd. Minnetonka, MN 55345.

Keep a copy for your records.

YOU MUST OBTAIN ALL REQUIRED AUTHORIZATIONS BEFORE BEGINNING WORK.

1. Name of each property owner: Minnehaha Creek Watershed District
Mailing Address: 15320 Minnetonka Boulevard City: Minnetonka State: MN Zip: 55345
Email Address: rckark@minnehahacreek.org Phone: 952-471-0590 Fax: _____

2. Property Owner Representative Information (not required) (licensed contractor, architect, engineer, etc...)
Business Name: Wenck Associates Representative Name: Joel Toso
Business Address: 1800 Pioneer Creek Ctr. P.O Box 249 City: Maple Plain State: MN Zip: 55359
Email Address: jtoso@wenck.com Phone: 763-479-4231 Fax: _____

3. Project Address: 8050 Powell Road, St. Louis Park, 8098 Excelsior Blvd. Hopkins City: _____
State: MN Zip: 55343 Qtr Section(s): _____ Section(s): _____ Township(s): _____ Range(s): _____
Lot: _____ Block: _____ Subdivision: _____ PID: _____

4. Size of project parcel (square feet or acres): easements crossing several parcels
Area of disturbance (square feet): 1.49 acres Volume of excavation/fill (cubic yards): _____
Area of existing impervious surface: no new impervious Area of proposed impervious surface: _____
Length of shoreline affected (feet): _____ Waterbody (& bay if applicable): _____

5. Type of permit being applied for (Check all that apply):
 EROSION CONTROL WATERBODY CROSSINGS/STRUCTURES
 FLOODPLAIN ALTERATION STORMWATER MANAGEMENT
 WETLAND PROTECTION APPROPRIATIONS
 DREDGING ILLICIT DISCHARGE
 SHORELINE/STREAMBANK STABILIZATION

6. Project purpose (Check all that apply):
 SINGLE FAMILY HOME MULTI FAMILY RESIDENTIAL (apartments)
 ROAD CONSTRUCTION COMMERCIAL or INSTITUTIONAL
 UTILITIES SUBDIVISIONS (include number of lots)
 DREDGING LANDSCAPING (pools, berms, etc.)
 SHORELINE/STREAMBANK STABILIZATION OTHER (DESCRIBE): _____

7. NPDES/SDS General Stormwater Permit Number (if applicable): _____

8. Waterbody receiving runoff from site: Minnehaha Creek

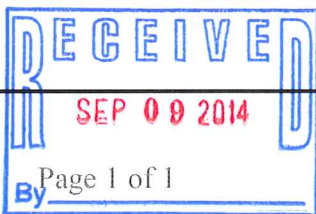
9. Project Timeline: Start Date: May 2015 Completion Date: September 2015

Permits have been applied for: City County MN Pollution Control Agency DNR COE
Permits have been received: City County MN Pollution Control Agency DNR COE

By signing below, I hereby request a permit to authorize the activities described herein. I certify that I am familiar with MCWD Rules and that the proposed activity will be conducted in compliance with these Rules. I am familiar with the information contained in this application and, to the best of my knowledge and belief, all information is true, complete and accurate. I understand that proceeding with work before all required authorizations are obtained may be subject to federal, state and/or local administrative, civil and/or criminal penalties.

Joel Toso
Signature of Each Property Owner

9-9-14
Date



EASEMENT

ADDRESS UNASSIGNED, Hopkins Hennepin County, Minnesota

Legal description of Burdened Property:

A 20 foot strip of land over, under and across the following described land:

The Northwesterly 30 feet of Lot 75, Auditor's Subdivision Number 239, Hennepin County, Minnesota.

The northeasterly line of said 20 foot strip is described as follows:

Commencing at the northeast corner of said Lot 75; thence South 64 degrees 23 minutes 32 seconds West, along the northwesterly line of said Lot 75, a distance of 99.00 feet to the beginning of the line to be described; thence South 25 degrees 36 minutes 28 seconds East a distance of 30.00 feet to the southeasterly line of the Northwesterly 30 feet of said Lot 75 and there said line terminates.

THIS EASEMENT is entered into by and among Alex Ugorets with address ("Owner") and the Minnehaha Creek Watershed District ("District"), a special-purpose governmental body established under and with authorities specified at Minnesota Statutes Chapters 103B and 103D.

A. Alex Ugorets owns in fee simple certain real property located in the City of Hopkins MN and described above as the Burdened Property (hereinafter the "Property").

B. The District wishes to install and maintain a subsurface storm water conveyance system with associated surface appurtenances across the Property as a part of the Powell Road Pipe Diversion Project, a project to collect and transport stormwater from developed land within the Cities of Hopkins, St. Louis Park and Edina for water quality treatment in regional stormwater management facilities, in order to manage surface stormwater flows within the catchment area and improve water quality in Minnehaha Creek, Lake Hiawatha, and the Mississippi River, in accordance with purposes as set forth in Minnesota Statutes §§103B.201 and 103D.201.

C. For the payment of one dollar and other good and valuable consideration, and the mutual covenants and conditions set forth herein, the receipt and sufficiency of which hereby are acknowledged, Owners convey to the District and the District accepts construction and perpetual easements on the Property, as specifically set forth herein.

CONSTRUCTION EASEMENT

1. The Construction Easement is on and under that portion of the Property shown on Exhibit A, attached and incorporated herein, and legally described as follows: Commencing at the northeast corner of said Lot 75; thence South 64 degrees 23 minutes 32 seconds West, along the northwesterly line of said Lot 75, a distance of 99.00 feet to the beginning of the line to be described; thence South 25 degrees 36 minutes 28 seconds East a distance of 30.00 feet to the southeasterly line of the Northwesterly 30 feet of said Lot 75 and there said line terminates.

2. The District may occupy the Easement to construct the Project. For that purpose, the District may operate and stage construction vehicles and equipment; stockpile materials; install and maintain erosion and sediment control measures; remove vegetation; excavate, fill and grade; and otherwise engage in construction activity. Before occupying the Construction Easement, the District will give Owner 15 days' written notice at the address stated above. Owner will be responsible to inform and coordinate with tenants.

3. After giving notice per section 2, above, the District will act in good faith to obtain contractor progress on construction so as not to extend the period of occupation unreasonably. During the District's occupation of the Construction Easement for construction, the District and Owner will coordinate so that inconvenience to Owner and any lessee of Owner is limited to the extent possible without impairing the District's ability to reasonably perform its work.

4. The District may place excess excavated materials on the Property within the Construction Easement. The District will stabilize and seed all areas where materials are placed.

5. At the close of construction, the District will remove all trash, debris and excess materials; repair any damage that it causes to any surface or subsurface feature outside of the Perpetual Easement as defined in section 6, below; and restore and stabilize disturbed soils and vegetation within the Perpetual Easement.

PERPETUAL EASEMENT

6. The Perpetual Easement is on and under that portion of the Property shown on Exhibit A and legally described as follows: Commencing at the northeast corner of said Lot 75; thence South 64 degrees 23 minutes 32 seconds West, along the northwesterly line of said Lot 75, a distance of 99.00 feet to the beginning of the line to be described; thence South 25 degrees 36 minutes 28 seconds East a distance of 30.00 feet to the southeasterly line of the Northwesterly 30 feet of said Lot 75 and there said line terminates.

7. In perpetuity, the District may maintain the Project and may enter the Perpetual Easement to inspect, repair, reconstruct or decommission the Project. For those purposes, the District may operate and stage construction vehicles and equipment; stockpile materials; install and maintain erosion and sediment control measures; remove vegetation; excavate, fill and grade; and otherwise engage in the listed activities. The District will give Owner 15 days' written notice before entering for any activity other than inspection or in response to emergency.

8. If any authorized activity under section 7, above, reasonably requires that the District occupy an area outside of the Perpetual Easement, Owner and the District will cooperate in good faith to accommodate that need. Except in the case of an emergency, the District will give Owner 15 days' written notice at the address stated above before occupying area outside of the Perpetual Easement. Owner will inform and use best efforts to coordinate with its tenants.

9. After any disturbance by the District, it will stabilize and reseed exposed soils and ensure all trash, debris and excess materials are removed.

GENERAL TERMS

10. Owners reserve all rights and privileges associated with ownership of the Property except as specifically provided in this easement. Owners retain all financial obligations and bear all costs and liabilities of any kind accruing from the fee ownership of the Property. Owners are not responsible to maintain the Project.

11. An Owner will not take any action that materially interferes with the District's exercise of its rights under this easement. An Owner may place temporary structures within the Perpetual Easement and otherwise occupy that area, but will be responsible to promptly remove any such occupation at its own cost as needed to allow the District to make use of the Perpetual Easement pursuant hereto. An Owner will not place a permanent structure, utility or paved surface, or plant trees, within or under the Perpetual Easement. An Owner will not engage or allow any other person to engage in any activity

that would disturb or penetrate the soil to a depth of 24 inches or more within the Perpetual Easement.

12. The rights conveyed to the District under this easement are extended and limited to authorized District representatives, agents, contractors and subcontractors. The District may assign this easement and any rights hereunder only to another public body and only for purposes of constructing, inspecting, maintaining, repairing, reconstructing, decommissioning and removing the Project as specified under this easement. This easement creates no general right of public entry onto the Property.

13. Each Owner makes the following representations, each to the best of Owner's knowledge:

a. There is no unrecorded or unregistered constraint on Owner's legal capacity to convey this easement and each right conveyed to the District herein. This easement does not constitute a default under any indenture, agreement, mortgage, lease or other instrument to which Owner is a party.

b. No action, suit or proceeding at law or in equity, administratively or otherwise, has been instituted or threatened that affects the Perpetual or Construction Easement.

c. No lien for services or materials (mechanic's or materialmen's lien) affects the Perpetual or Construction Easement.

d. Owner has not handled, stored or disposed of a hazardous material on or affecting the Perpetual Easement in violation of any federal, state or local law and, to the best of Owner's knowledge, no prior owner, tenant, occupant or licensee of the Property has handled, stored or disposed of any hazardous material on or affecting the Perpetual Easement in violation of any federal, state or local law. For the purpose of this paragraph, "hazardous material" means any asbestos, urea-formaldehyde foamed-in-place insulation, polychlorinated biphenyl, petroleum, crude oil or any other hazardous pollutant, waste, material or substance as defined in the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Federal Resource Conservation and Recovery Act of 1976, as amended, or the Minnesota Environmental Response and Liability Act, as amended.

"Owner's knowledge" means the knowledge of Alex Ugorets.

14. The District holds each Owner harmless, and agrees to defend and indemnify Owner, from and against any and all suits, actions, causes of action, proceedings, claims, costs and damages to the extent caused by the District's actions on the Property pursuant to this easement. Owners, jointly and severally, hold the District harmless, and agree to defend and indemnify it, from and against any and all suits, actions, causes of action, proceedings, claims, costs and damages to the extent caused by the preexisting environmental condition of the Property. Nothing in this easement creates a right in any third party or affects any immunity, defense or liability limit the District or an Owner enjoys under law.

15. Nothing in this easement, including but not limited to section 14, above, constitutes agreement by the District to hold harmless, defend or indemnify an Owner with respect to any preexisting environmental condition on the Property. Nothing herein constitutes an intention of the District to act as an owner or operator of the Property with respect to any laws relating to such preexisting environmental condition. Owners will not make any claim that the District is an owner or operator with respect to such preexisting condition.

16. Each Owner and the District remain solely responsible to maintain liability and other insurance for their own uses of and authority over the Property.

17. A decision by a party not to exercise its rights of enforcement in the event of a breach of a term of this easement is not a waiver of such term, any subsequent breach of the same or any other term, or any of the party's rights under this easement. The delay or failure to discover a breach or to exercise a right of enforcement as to such breach does not impair or waive a party's rights of enforcement, all of which shall be cumulative and not exclusive.

17. A party will not exercise a right of enforcement against another party for injury or alteration to the Property resulting from a cause beyond the reasonable control of that party, including without limitation fire, flood, a precipitation event with a statistical recurrence interval of 100 years or more, storm and earth movement resulting from natural forces or the act of a third party.

18. Any notice or other communication that the District must give to an Owner will be in writing and delivered to the Owner at 410 11th Avenue South, Hopkins MN 55343, or such other address as an Owner has designated by written notice to the District.

19. All recitals above are a part of this easement. The District and an Owner may amend this easement only with respect to that Owner's property and only by a writing duly executed by both parties and meeting all requirements of law.

The terms of this easement shall bind and benefit the parties and their respective personal representatives, heirs, successors, assigns and all others who exercise any right by or through them and shall run in perpetuity with the Property. This easement is appurtenant to public property, including public right-of-way and District property on which public stormwater management facilities are to be constructed, and to private property that is publicly served by the facilities to be constructed hereunder. The District bears the cost of duly recording or registering this easement in the Hennepin County land records.

OWNER Ugorets Properties LLC

_____ Date:
By: Alex Ugorets [title]

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ___ day of _____, 2014,
by Alex Ugorets as _____ of Ugorets Properties LLC.

Notary Public

OWNER Ugorets 8098 LLC

_____ Date:
By: Alex Ugorets [title]

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ___ day of _____, 2014,
by Alex Ugorets as _____ of Ugorets 8098 LLC.

Notary Public

MINNEHAHA CREEK WATERSHED DISTRICT

_____ Date:
Sherry White, President

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ____ day of _____, 2014,
by Sherry White as President of the Minnehaha Creek Watershed District.

Notary Public

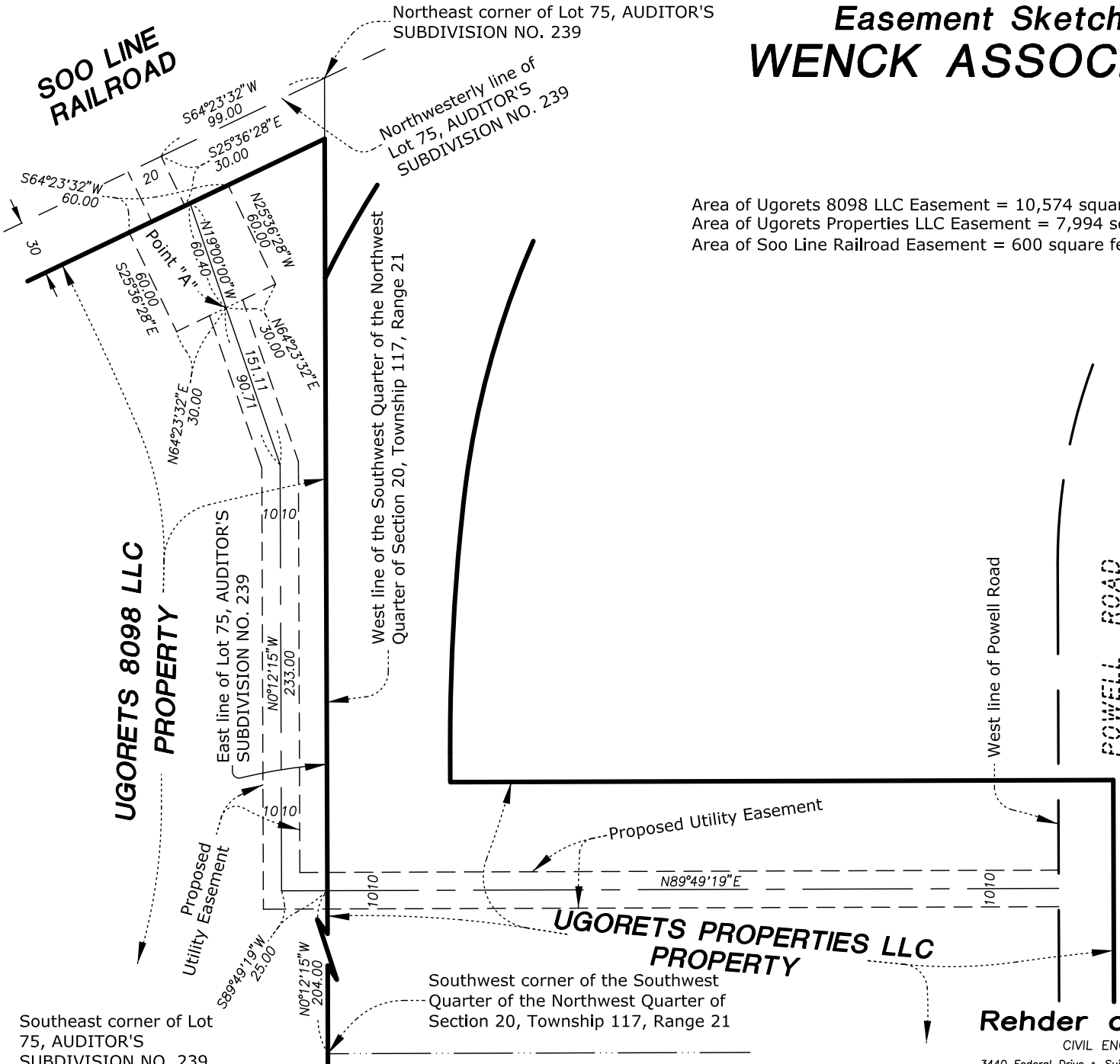
This document prepared by:
Smith Partners P.L.L.P.
Old Republic Title Building
400 Second Avenue South – Suite 1200
Minneapolis MN 55401
(612) 344-1400

EXHIBIT A

DELINEATION of CONSTRUCTION and PERPETUAL EASEMENT

Easement Sketch for WENCK ASSOCIATES

Area of Ugorets 8098 LLC Easement = 10,574 square feet
 Area of Ugorets Properties LLC Easement = 7,994 square feet
 Area of Soo Line Railroad Easement = 600 square feet



Scale: 1 inch = 80 feet

Southeast corner of Lot 75, AUDITOR'S SUBDIVISION NO. 239

Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 20, Township 117, Range 21

Rehder and Associates, Inc.
 CIVIL ENGINEERS AND LAND SURVEYORS
 3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

APPENDICES

- A. Agreement between Ugorets Properties LLC, Ugorets 8098 LLC and the Minnehaha Creek Watershed District
- B. Easement – 8050 Powell Road, St. Louis Park and 8098 Excelsior Boulevard, Hopkins, MN
- C. Ugorets Notice of Election to Proceed
- D. Utility Occupancy License No 4316301
- E. Hennepin County Regional Rail Authority Permit 32-14
- F. Phase II Soil Investigation Report October 2014

AGREEMENT
Ugorets Properties LLC, Ugorets 8098 LLC and the
Minnehaha Creek Watershed District

8050 Powell Road, St. Louis Park
8098 Excelsior Boulevard, Hopkins
Hennepin County, Minnesota

THIS AGREEMENT is entered into by and among Ugorets Properties LLC and Ugorets 8098 LLC, both with address 410 11th Avenue South, Hopkins MN 55343 (together, “Owners”) and the Minnehaha Creek Watershed District (“District”), a special-purpose governmental body established under and with authorities specified at Minnesota Statutes Chapters 103B and 103D.

RECITALS

A. Owner Ugorets Properties LLC owns in fee simple certain real property located at 8050 Powell Road, St. Louis Park, MN. Owner Ugorets 8098 LLC owns in fee simple certain real property located at 8098 Excelsior Boulevard, Hopkins MN. These two parcels are contiguous and are referred to herein, together, as the “Property.”

B. The District wishes to install and maintain a subsurface storm water conveyance system with associated surface appurtenances across the Property as a part of the Powell Road Pipe Diversion Project, a project to collect and transport stormwater from developed land within the Cities of Hopkins, St. Louis Park and Edina for water quality treatment in regional stormwater management facilities, in order to manage surface stormwater flows within the catchment area and improve water quality in Minnehaha Creek, Lake Hiawatha, and the Mississippi River, in accordance with purposes as set forth in Minnesota Statutes §§103B.201 and 103D.201 (the “Project”). For this reason, the District requires a temporary construction and a perpetual easement across the Property.

C. When Project construction is complete, the District intends to convey ownership of and maintenance responsibility for the Project to the City of St. Louis Park or the City of Hopkins, which would incorporate the Project improvements on the Property into its municipal storm sewer system. For this reason, the easement to be conveyed under this Agreement is made explicitly assignable to another public body that would be responsible for the system.

D. The parties enter into this Agreement for Owners to convey easements to the District pursuant to the mutual covenants and conditions set forth herein,

the receipt and sufficiency of which hereby are acknowledged. This Agreement establishes valuable mutual consideration and is legally binding.

AGREEMENT

1. Attachment A hereto, incorporated herein, consists of plan sheets showing the dimensions, profile, alignment and grading plans for the Project. Owners have had the opportunity to obtain an assessment of the hydraulic and hydrologic effects of the Project on the Property, including but not limited to the effect of the Project on the extent and duration of standing water on the Property during and after rainfall events. Owners have been provided with an assessment prepared by the District's consulting engineer.

2. The purpose of the Project is not specifically to improve the management of stormwater runoff on the Property, however the District has used its best efforts to secure a design that will do so. The District represents that the Project will not adversely affect stormwater conditions on the Property for rainfall events up to the 100-year, 24-critical event, but otherwise makes no representation as to the design or performance of the Project. Nothing herein limits the District's authority to adjust the design, provided the adjustment is consistent with the District's representation stated in this section.

3. Attachment B hereto, incorporated herein, is a grading plan for three areas located on the northern portion of the Ugorets 8098 property. As a part of its construction of the Project, the District will implement this grading plan and will seed and stabilize the three areas in accordance with that plan.

4. Within 10 business days after this Agreement becomes effective, the District will pay \$38,900 to Alex Ugorets, individually, on behalf of Owners, jointly, and Owners will execute an easement materially identical to the easement attached as Attachment C hereto, incorporated herein. From the time this Agreement is effective until Owners execute the easement, Owners will not grant, convey or lease any right to use or occupy the Property or otherwise encumber the Property so as to impair a right of the District as set forth in Attachment C. The District may record and re-record the easement at its expense.

5. Ugorets 8098 may elect to pave or otherwise improve the areas delineated in Attachment B. If this work is undertaken: (a) once a regional stormwater management facility on property owned by the District at 325 Blake Road, Hopkins, is functional; or (b) at an earlier time with the District's written concurrence, based on the progress of construction of such facility, Ugorets

8098 may use capacity of said facility to the extent required to meet criteria for peak flow, volume and water quality control under the District stormwater management rule. This grant is not effective if, in the interim, the District rule has been amended so that compliance may not be fulfilled by a facility in the location or of the type of the 325 Blake Road facility. However, in such a case, Ugores 8098 may request a variance, which the District board of managers would consider in the ordinary fashion.

6. The District's obligations under sections 3, 4 and 5, above, and Owners' obligations under 4, above, will vest only on the District's written notice to Owners that it elects to proceed with the Project. If the District does not provide such notice within 120 days of the execution of this Agreement, the Agreement will expire. The District's written notice of an election to proceed will be accompanied by an additional payment of \$38,900 to Alex Ugores, individually, on behalf of Owners, jointly.

7. The District may elect not to proceed with the Project under section 6, above, for any reason. If it elects not to proceed, the payment of \$38,900 cited in section 6 is payable to Owners; however, this payment is not owing if the District, in good faith, elects not to proceed for failure to achieve a satisfactory outcome with respect to one of the following two contingencies:

a. Completion of environmental due diligence and receipt of adequate assurances from the Minnesota Pollution Control Agency with respect to existing site environmental conditions. Owners will cooperate as necessary to obtain such assurances.

b. Obtaining the right to install and maintain the stormwater conveyance under the adjacent rail right-of-way.

8. Only contractual remedies are available for the failure of a party to fulfill the terms of this Agreement. Specific performance is an available remedy regardless of the adequacy of a remedy at law.

9. Each communication under this Agreement will be made to the following addresses of the parties:

District:

Project Manager, Powell Road Project
Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka MN 55345-1503

Ugorets Properties LLC, Ugorets 8098 LLC:

Alex Ugorets
410 11th Avenue South
Hopkins MN 55343

Contact information will be kept current. A party may change its contact by written notice to the other parties.

9. This Agreement is effective on execution by the District and Owners and expires three years thereafter, unless sooner pursuant to section 6, above. The District's obligation under section 5, above, will survive expiration.

10. A party's failure to enforce a provision of this Agreement does not waive the provision or that party's right to enforce it subsequently. An amendment to this Agreement must be in writing and executed by the parties. The above Recitals are incorporated into this Agreement.

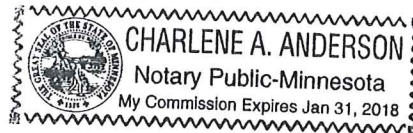
OWNER Ugorets Properties LLC

Alex Ugorets Date: 6/12/14
By: Alex Ugorets [title] Pres.

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this 12th day of June, 2014,
by Alex Ugorets as President of Ugorets Properties LLC.

Anderson
Notary Public



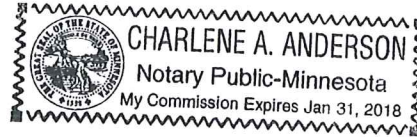
OWNER Ugorets 8098 LLC

Alex Ugorets Date: 6/12/14
By: Alex Ugorets [title] Pres.

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this 12th day of June, 2014,
by Alex Ugorets as President of Ugorets 8098 LLC.

Anderson
Notary Public



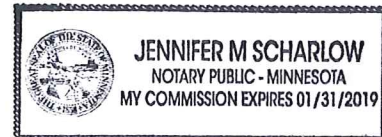
MINNEHAHA CREEK WATERSHED DISTRICT

Sherry Davis White Date: July 1, 2014
Sherry White, President

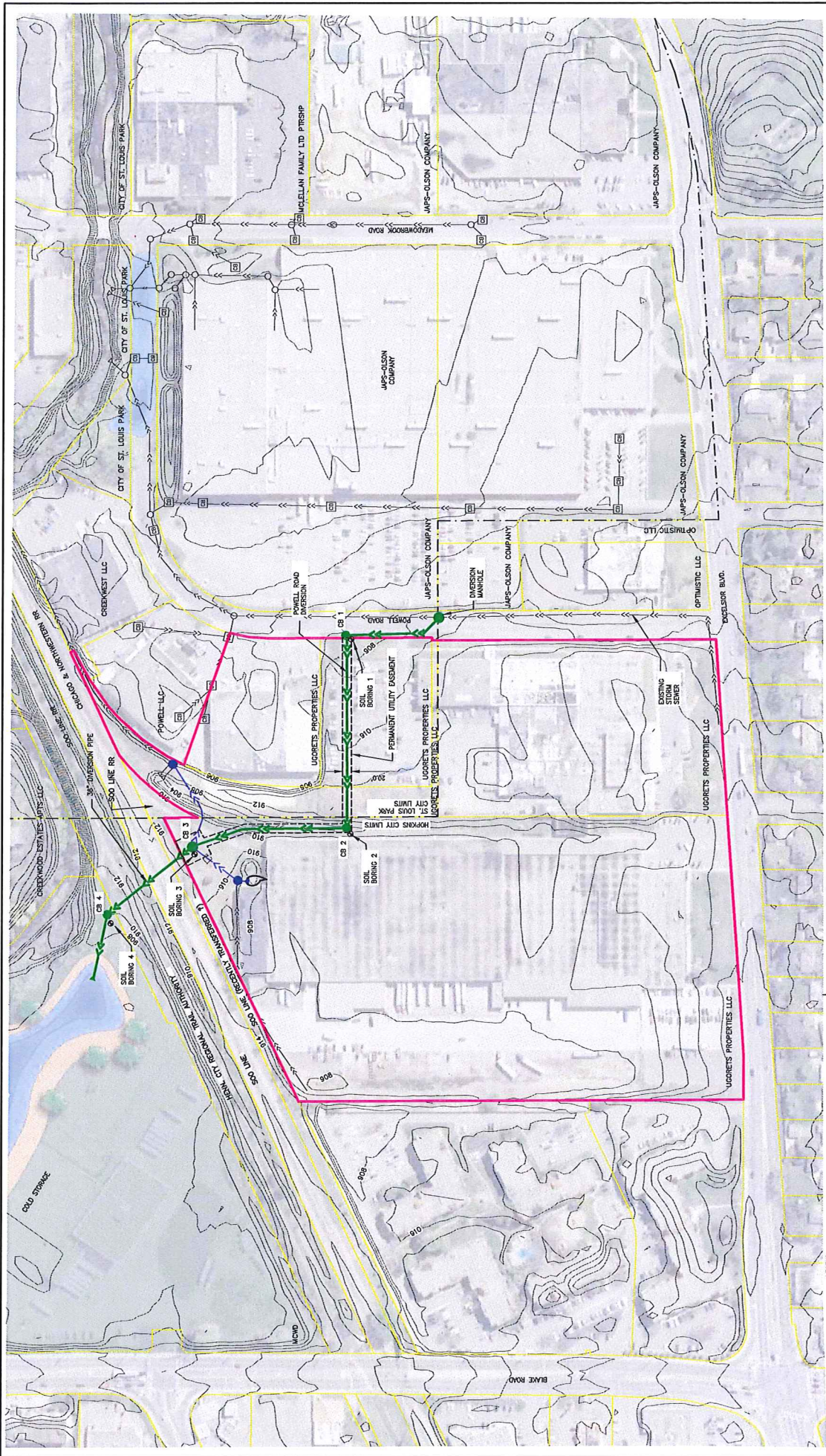
STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this 1 day of July, 2014,
by Sherry White as President of the Minnehaha Creek Watershed District.

Scharlow
Notary Public



This document prepared by:
Smith Partners P.L.L.P.
Old Republic Title Building
400 Second Avenue South – Suite 1200
Minneapolis MN 55401
(612) 344-1400



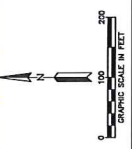
ATTACHMENT A
 PROPOSED LAYOUT
 ENLARGED SITE PLAN
 DWG BY: JVB, JT
 APP'D: JT
 DATE: DEC-2013
 SCALE: AS SHOWN
 SHEET NO.: C-101
 PROJECT NO.: 0185-5087
 REV. NO.: 2

PROJECT TITLE
 PERMIT FOR RAILROAD CROSSING
 POWELL ROAD DIVERSION
 STORMWATER IMPROVEMENT
 MINNEHAHA CREEK
 WATERSHED DISTRICT
 QUALITY OF WATER, QUALITY OF LIFE

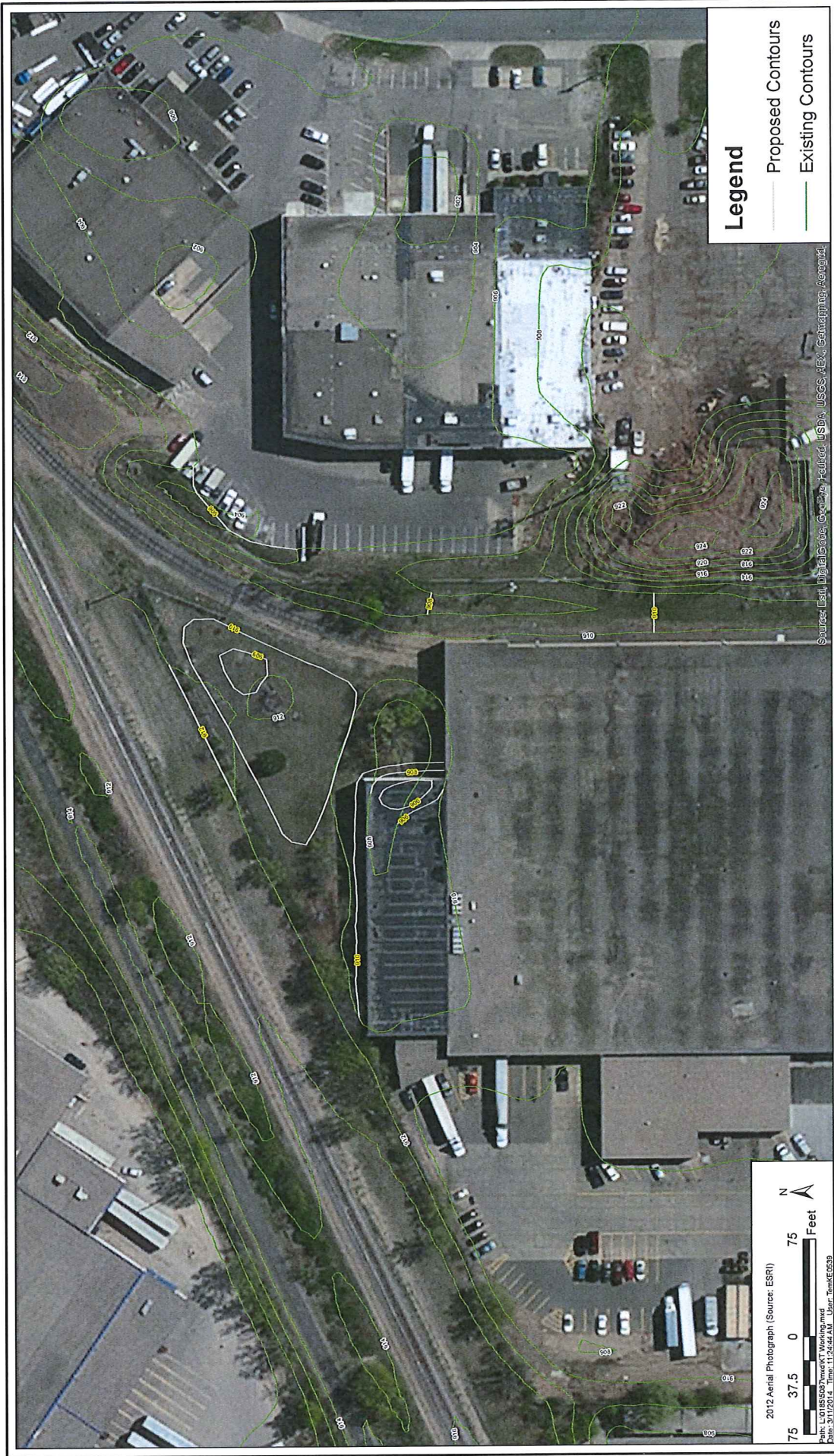


SEAL
 I hereby certify that the work represented on these drawings was prepared by me or under my direct supervision and to the best of my knowledge and belief complies with the laws of the State of Minnesota.
 DATE: 02/22/2013
 REG. NO.

REV	REVISION DESCRIPTION	DWG	APP	REV DATE
1	ISSUED FOR APPROVAL	JVB	JT	12/21/13
2	ADDRESS TO COMMENTS	JVB	JT	6/11/14

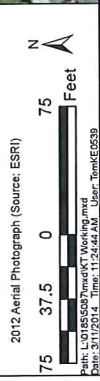


- LEGEND**
- EXISTING CONTOURS
 - CITY BOUNDARY LINES
 - EXISTING STORM SEWER
 - DIVERSION FOR REGIONAL TREATMENT
 - LOCAL DRAINAGE IMPROVEMENT AND DIVERSION



Legend

- Proposed Contours
- Existing Contours



2012 Aerial Photograph (Source: ESRI)
 Path: L:\01855007\mxd\KT Working.mxd
 Date: 3/17/2014 Time: 11:25:42 AM User: tomce059

Source: Esri, DigitalGlobe, GeoEye, Earthstar (USA), USGS, AeroGRID, IGN, Sita, Google

MAR 2014
 ATTACHMENT B

Wenck
 Engineers - Scientists
 Business Professionals
 www.wenck.com

1800 Pioneer Creek Center
 Maple Plain, MN 55359-0428
 1-800-472-2232

MINNEHAHA CREEK WATERSHED DISTRICT
 Proposed Grading Plans

MINNEHAHA CREEK WATERSHED DISTRICT

Alex Ugorets

Check Date: Jun 26, 2014

Check Number: 34617

Land Rights

38,900.00

34617

Check Total \$38,900.00

MINNEHAHA CREEK WATERSHED DISTRICT

15320 MINNETONKA BLVD.
MINNETONKA, MINNESOTA 55345
(952) 471-0590

BEACONBANK
SHOREWOOD, MINNESOTA 55331
75-870/919

34617

Jun 26, 2014

*****\$38,900.00

Thirty-Eight Thousand Nine Hundred and 00/100 Dollars

DATE

AMOUNT

PAY
TO THE
ORDER
OF

Alex Ugorets
410 - 11th Ave. So.
Hopkins, MN 55343

Alex Ugorets

MP

⑈034617⑈ ⑆091908700⑆ 100 8557⑈

Security Features Included



Details on back.

EASEMENT

**8050 Powell Road, St. Louis Park
8098 Excelsior Boulevard, Hopkins
Hennepin County, Minnesota**

**Legal description of Burdened Property:
[Exhibit A]**

THIS EASEMENT is entered into by and among Ugorets Properties LLC and Ugorets 8098 LLC, both with address 410 11th Avenue South, Hopkins MN 55343 (together, “Owners”) and the Minnehaha Creek Watershed District (“District”), a special-purpose governmental body established under and with authorities specified at Minnesota Statutes Chapters 103B and 103D.

A. Owner Ugorets Properties LLC owns in fee simple certain real property located at 8050 Powell Road, St. Louis Park, MN. Owner Ugorets 8098 LLC owns in fee simple certain real property located at 8098 Excelsior Boulevard, Hopkins MN. These two parcels are contiguous and are referred to herein, together, as the “Property.”

B. The District wishes to install and maintain a subsurface storm water conveyance system with associated surface appurtenances across the Property as a part of the Powell Road Pipe Diversion Project, a project to collect and transport stormwater from developed land within the Cities of Hopkins, St. Louis Park and Edina for water quality treatment in regional stormwater management facilities, in order to manage surface stormwater flows within the catchment area and improve water quality in Minnehaha Creek, Lake Hiawatha, and the Mississippi River, in accordance with purposes as set forth in Minnesota Statutes §§103B.201 and 103D.201.

C. For the payment of one dollar and other good and valuable consideration, and the mutual covenants and conditions set forth herein, the receipt and sufficiency of which hereby are acknowledged, Owners convey to the District and the District accepts construction and perpetual easements on the Property, as specifically set forth herein.

CONSTRUCTION EASEMENT

1. The Construction Easement is on and under that portion of the Property shown in Exhibit B, attached and incorporated herein.
2. The District may occupy the Construction Easement to construct the Project. For that purpose, the District may operate and stage construction vehicles and equipment; stockpile materials; install and maintain erosion and sediment control measures; remove vegetation; excavate, fill and grade; and otherwise engage in construction activity. Before occupying the Construction Easement, the District will give Owner 15 days' written notice at the address stated above. Owner will be responsible to inform and coordinate with tenants.
3. After giving notice per section 2, above, the District will act in good faith to obtain contractor progress on construction so as not to extend the period of occupation unreasonably. During the District's occupation of the Construction Easement for construction, the District and Owner will coordinate so that inconvenience to Owner and any lessee of Owner is limited to the extent possible without impairing the District's ability to reasonably perform its work.
4. The District may place excess excavated materials on the Property within the area delineated as "Excess Soils" on the site plan marked on Exhibit C, attached and incorporated herein. The District will stabilize and seed all areas where materials are placed.
5. At the close of construction, the District will remove all trash, debris and excess materials; repair any damage that it causes to any surface or subsurface feature outside of the Perpetual Easement as defined in section 6, below; and restore and stabilize disturbed soils and vegetation within the Perpetual Easement.

PERPETUAL EASEMENT

6. The Perpetual Easement is on and under that portion of the Property described in Exhibit B.
7. In perpetuity, the District may maintain the Project and may enter the Perpetual Easement to inspect, repair, reconstruct or decommission the Project. For those purposes, the District may operate and stage construction vehicles and equipment; stockpile materials; install and maintain erosion and sediment control measures; remove vegetation; excavate, fill and grade; and otherwise engage in the listed activities. The District will give Owner 15 days' written notice before entering for any activity other than inspection or in response to emergency.

8. If any authorized activity under section 7, above, reasonably requires that the District occupy an area outside of the Perpetual Easement, Owner and the District will cooperate in good faith to accommodate that need. Except in the case of an emergency, the District will give Owner 15 days' written notice at the address stated above before occupying area outside of the Perpetual Easement. Owner will inform and use best efforts to coordinate with its tenants.

9. After any disturbance by the District, it will stabilize and reseed exposed soils and ensure all trash, debris and excess materials are removed.

GENERAL TERMS

10. Owners reserve all rights and privileges associated with ownership of the Property except as specifically provided in this easement. Owners retain all financial obligations and bear all costs and liabilities of any kind accruing from the fee ownership of the Property. Owners are not responsible to maintain the Project.

11. An Owner will not take any action that materially interferes with the District's exercise of its rights under this easement. An Owner may place temporary structures within the Perpetual Easement and otherwise occupy that area, but will be responsible to promptly remove any such occupation at its own cost as needed to allow the District to make use of the Perpetual Easement pursuant hereto. An Owner will not place a permanent structure, utility or paved surface, or plant trees, within or under the Perpetual Easement. An Owner will not engage or allow any other person to engage in any activity that would disturb or penetrate the soil to a depth of 24 inches or more within the Perpetual Easement.

12. The rights conveyed to the District under this easement are extended and limited to authorized District representatives, agents, contractors and subcontractors. The District may assign this easement and any rights hereunder only to another public body and only for purposes of constructing, inspecting, maintaining, repairing, reconstructing, decommissioning and removing the Project as specified under this easement. This easement creates no general right of public entry onto the Property.

13. Each Owner makes the following representations, each to the best of Owner's knowledge:

a. There is no unrecorded or unregistered constraint on Owner's legal capacity to convey this easement and each right conveyed to the District herein. This easement does not constitute a default under any indenture,

agreement, mortgage, lease or other instrument to which Owner is a party.

b. No action, suit or proceeding at law or in equity, administratively or otherwise, has been instituted or threatened that affects the Perpetual or Construction Easement.

c. No lien for services or materials (mechanic's or materialmen's lien) affects the Perpetual or Construction Easement.

d. Owner has not handled, stored or disposed of a hazardous material on or affecting the Perpetual Easement in violation of any federal, state or local law and, to the best of Owner's knowledge, no prior owner, tenant, occupant or licensee of the Property has handled, stored or disposed of any hazardous material on or affecting the Perpetual Easement in violation of any federal, state or local law. For the purpose of this paragraph, "hazardous material" means any asbestos, urea-formaldehyde foamed-in-place insulation, polychlorinated biphenyl, petroleum, crude oil or any other hazardous pollutant, waste, material or substance as defined in the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Federal Resource Conservation and Recovery Act of 1976, as amended, or the Minnesota Environmental Response and Liability Act, as amended.

"Owner's knowledge" means the knowledge of Alex Ugorets.

14. The District holds each Owner harmless, and agrees to defend and indemnify Owner, from and against any and all suits, actions, causes of action, proceedings, claims, costs and damages to the extent caused by the District's actions on the Property pursuant to this easement. Owners, jointly and severally, hold the District harmless, and agree to defend and indemnify it, from and against any and all suits, actions, causes of action, proceedings, claims, costs and damages to the extent caused by the preexisting environmental condition of the Property. Nothing in this easement creates a right in any third party or affects any immunity, defense or liability limit the District or an Owner enjoys under law.

15. Nothing in this easement, including but not limited to section 14, above, constitutes agreement by the District to hold harmless, defend or indemnify an Owner with respect to any preexisting environmental condition on the Property. Nothing herein constitutes an intention of the District to act as an owner or operator of the Property with respect to any laws relating to such

preexisting environmental condition. Owners will not make any claim that the District is an owner or operator with respect to such preexisting condition.

16. Each Owner and the District remain solely responsible to maintain liability and other insurance for their own uses of and authority over the Property.

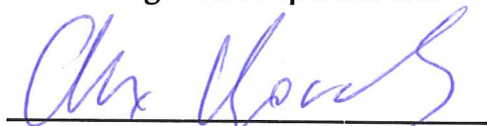
17. A decision by a party not to exercise its rights of enforcement in the event of a breach of a term of this easement is not a waiver of such term, any subsequent breach of the same or any other term, or any of the party's rights under this easement. The delay or failure to discover a breach or to exercise a right of enforcement as to such breach does not impair or waive a party's rights of enforcement, all of which shall be cumulative and not exclusive.

17. A party will not exercise a right of enforcement against another party for injury or alteration to the Property resulting from a cause beyond the reasonable control of that party, including without limitation fire, flood, a precipitation event with a statistical recurrence interval of 100 years or more, storm and earth movement resulting from natural forces or the act of a third party.

18. Any notice or other communication that the District must give to an Owner will be in writing and delivered to the Owner at 410 11th Avenue South, Hopkins MN 55343, or such other address as an Owner has designated by written notice to the District.

19. All recitals above are a part of this easement. The District and an Owner may amend this easement only with respect to that Owner's property and only by a writing duly executed by both parties and meeting all requirements of law. The terms of this easement shall bind and benefit the parties and their respective personal representatives, heirs, successors, assigns and all others who exercise any right by or through them and shall run in perpetuity with the Property. This easement is appurtenant to public property, including public right-of-way and District property on which public stormwater management facilities are to be constructed, and to private property that is publicly served by the facilities to be constructed hereunder. The District bears the cost of duly recording or registering this easement in the Hennepin County land records.

OWNER Ugorets Properties LLC


By: Alex Ugorets [title]

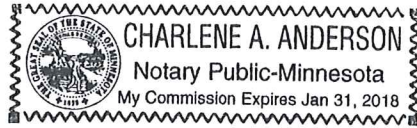
Date:

6/12/14

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this 12th day of June, 2014,
by Alex Ugorets as President of Ugorets Properties LLC.

Anderson
Notary Public



OWNER Ugorets 8098 LLC

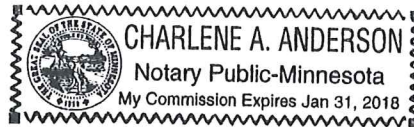
Alex Ugorets
By: Alex Ugorets [title]

Date: 6/12/14

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this 12th day of June, 2014,
by Alex Ugorets as President of Ugorets 8098 LLC.

Anderson
Notary Public



MINNEHAHA CREEK WATERSHED DISTRICT

Sherry White
Sherry White, President

Date: 10-9-14

STATE OF MINNESOTA
COUNTY OF HENNEPIN



This instrument was acknowledged before me this 9 day of October, 2014,
by Sherry White as President of the Minnehaha Creek Watershed District.

Michael John Eschenbacher Welch
Notary Public

EXHIBIT A

LEGAL DESCRIPTION of BURDENED PROPERTIES

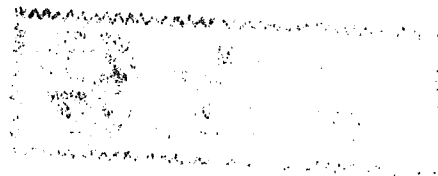


EXHIBIT A

LEGAL DESCRIPTION of BURDENED PROPERTIES

8050 Powell Road, St. Louis Park

That part of the Southwest Quarter of the Northwest Quarter, Section 20, Township 117, Range 21, described as beginning at a point on the South line of said Southwest Quarter of the Northwest Quarter distant 67.4 feet East from the Southwest corner of said Southwest Quarter of the Northwest Quarter; thence North, parallel with the West line of said Southwest Quarter of the Northwest Quarter, a distance of 262.5 feet; thence East, parallel with said South line, to the center line of Powell Road; thence South along said center line to said South line; thence West along said South line to the point of beginning.

Registered property
Certificate of Title No. 1006644

4103 Texas Ave. S., St. Louis Park

That part of the Southwest Quarter of the Northwest Quarter, Section 20, Township 117, Range 21, described as beginning at the Southwest corner of said Southwest Quarter of the Northwest Quarter; thence East along the South line of said Southwest Quarter of the Northwest Quarter a distance of 67.4 feet; thence North, parallel with the West line of said Southwest Quarter of the Northwest Quarter, a distance of 279.5 feet; thence Northerly along a tangential curve to the right, having a radius of 1,206.94 feet, a distance of 136.57 feet; thence Northeasterly along a compound curve, having a radius of 491.67 feet, a distance of 375.86 feet; thence Northeasterly along a compound curve, having a radius of 547.71 feet, a distance of 147.66 feet; thence North 25 degrees 23 minutes West (assuming the West line of Southwest Quarter of the Northwest Quarter as bearing North and South) a distance of 8 feet, more or less, to the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 64 degrees 37 minutes West along said Southeasterly right-of-way line a distance of 255.35 feet, more or less, to a point 155.2 feet Northeasterly along said Southeasterly right-of-way line from the West line of said Southwest Quarter of the Northwest Quarter; thence Southwesterly along a curve concave to the Southeast, having a radius of 521.67 feet, to a point on the West line of said Southwest Quarter of the Northwest Quarter distant 108.8 feet South along said West line from said Southeasterly right-of-way line; thence South along said West line to the point of beginning.

Registered property
Certificate of Title No. 1006644

8098 Excelsior Boulevard, Hopkins

That part of Lots 75 and 76, Auditor's Subdivision Number 239, Hennepin County, Minnesota, described as follows, to-wit: Commencing at the Northeast corner of said Lot 75; thence Southwesterly along the Northerly line of said Lot 75 a distance of 592.17 feet to a point 535.0 feet West of, measured at right angles to, the East line of said Lot 75; thence South 1081.95 feet parallel with the East line of said Lots 75 and 76 to the South line of said Lot 76; thence Easterly along the South line of said Lot 76 a distance of 536.18 feet to the Southeast corner of said Lot 76; thence North 1300.42 feet along the East line of Lots 75 and 76 to the point of beginning except the Northwesterly 30 feet thereof.

A 20 foot strip of land over, under and across the following described parcels of land:

That part of the Southwest Quarter of the Northwest Quarter, Section 20, Township 117, Range 21, described as beginning at the Southwest corner of said Southwest Quarter of the Northwest Quarter; thence East along the South line of said Southwest Quarter of the Northwest Quarter a distance of 67.4 feet; thence North, parallel with the West line of said Southwest Quarter of the Northwest Quarter, a distance of 279.5 feet; thence Northerly along a tangential curve to the right, having a radius of 1206.94 feet, a distance of 136.57 feet; thence Northeasterly along a compound curve, having a radius of 491.67 feet, a distance of 375.86 feet; thence Northeasterly along a compound curve, having a radius of 547.71 feet, a distance of 147.66 feet; thence North 25 degrees 23 minutes West (assuming the West line of Southwest Quarter of the Northwest Quarter as bearing North and South) a distance of 8 feet, more or less, to the Southeasterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; thence South 64 degrees 37 minutes West along said Southeasterly right-of-way line a distance of 255.35 feet, more or less, to a point 155.2 feet Northeasterly along said Southeasterly right-of-way line from the West line of said Southwest Quarter of the Northwest Quarter; thence Southwesterly along a curve concave to the Southeast, having a radius of 521.67 feet, to a point on the West line of said Southwest Quarter of the Northwest Quarter distant 108.8 feet South along said West line from said Southeasterly right-of-way line; thence South along said West line to the point of beginning.

Together with that part of the Southwest Quarter of the Northwest Quarter, Section 20, Township 117, Range 21, described as beginning at a point on the South line of said Southwest Quarter of the Northwest Quarter distant 67.4 feet East from the Southwest corner of said Southwest Quarter of the Northwest Quarter; thence North, parallel with the West line of said Southwest Quarter of the Northwest Quarter, a distance of 262.5 feet; thence East, parallel with said South line, to the center line of Powell Road; thence South along said center line to said South line; thence West along said South line to the point of beginning.

The centerline of said 20 foot strip is described as follows:

Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 20; thence North 0 degrees 12 minutes 15 seconds West, along the west line of said Southwest Quarter of the Northwest Quarter, a distance of 204.00 feet to the beginning of the centerline to be described; thence North 89 degrees 49 minutes 19 seconds East to the west right of way line of Powell Road and there said centerline terminates.

The side lines of said easement are to be lengthened or shortened to terminate on the west line of said Powell Road and on the west line of said Southwest Quarter of the Northwest Quarter.

A 20 foot strip of land over, under and across the following described land:

That part of Lots 75 and 76, Auditor's Subdivision Number 239, Hennepin County, Minnesota, described as follows, to-wit: Commencing at the Northeast corner of said Lot 75; thence Southwesterly along the Northerly line of said Lot 75 a distance of 592.17 feet to a point 535.0 feet West of, measured at right angles to, the East line of said Lot 75; thence South 1081.95 feet parallel with the East line of said Lots 75 and 76 to the South line of said Lot 76; thence Easterly along the South line of said Lot 76 a distance of 536.18 feet to the Southeast corner of said Lot 76; thence North 1300.42 feet along the East line of Lots 75 and 76 to the point of beginning except the Northwesterly 30 feet thereof.

The centerline of said 20 foot strip is described as follows:

Commencing at the southeast corner of said Lot 75; thence North 0 degrees 12 minutes 15 seconds West, along east line of said Lot 75, a distance of 204.00 feet to the beginning of the centerline to be described; thence South 89 degrees 49 minutes 19 seconds West a distance of 25.00 feet; thence North 0 degrees 12 minutes 15 seconds West a distance of 233.00 feet; thence North 19 degrees 00 minutes 00 seconds West a distance of 90.71 feet to a point hereinafter known as "Point A"; thence continuing North 19 degrees 00 minutes 00 seconds West a distance of 60.40 feet to the south line of the North 30 feet of said Lot 75 and there said line terminates.

The side lines of said easement are to be lengthened or shortened to terminate on the east line of said Lot 75.

Together with that part of the above described property described as follows:

Beginning at the aforementioned "Point A"; thence North 64 degrees 23 minutes 32 seconds East a distance of 30.00 feet; thence North 25 degrees 36 minutes 28 seconds East a distance of 60.00 feet to the south line of the North 30 feet of said Lot 75; thence South 64 degrees 23 minutes 32 seconds West, along said south line, a distance of 60.00 feet; thence South 25 degrees 36 minutes 28 seconds East a distance of 60.00 feet; thence North 64 degrees 23 minutes 32 seconds East a distance of 30.00 feet to the point of beginning.

EXHIBIT B

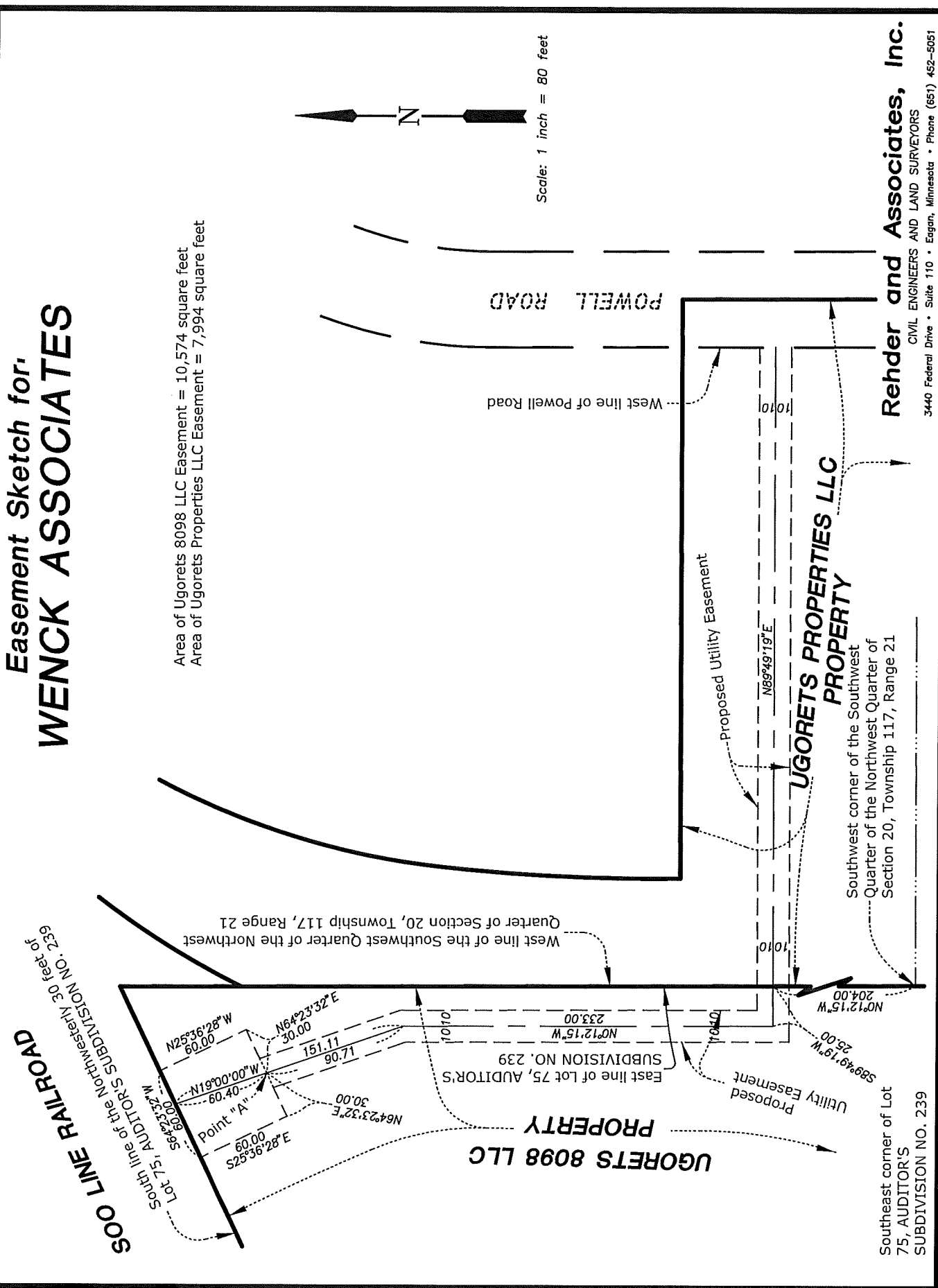
**CONSTRUCTION EASEMENT and LEGAL DESCRIPTION of PERPETUAL
EASEMENT**

Easement Sketch for WENCK ASSOCIATES

Area of Ugorets 8098 LLC Easement = 10,574 square feet
 Area of Ugorets Properties LLC Easement = 7,994 square feet



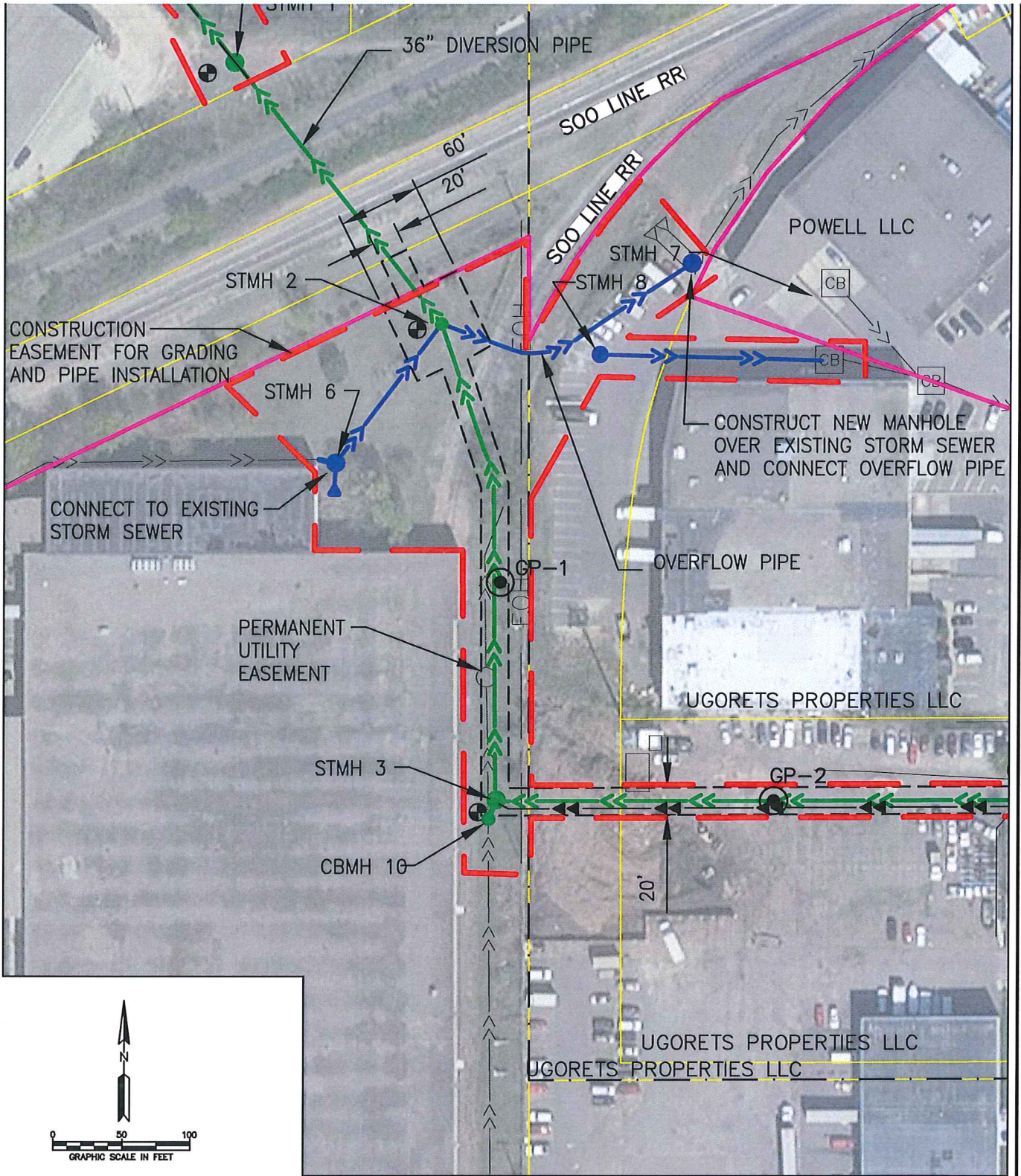
Scale: 1 inch = 80 feet



Rehder and Associates, Inc.
 CIVIL ENGINEERS AND LAND SURVEYORS
 3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

Plot Date & Time: 19 September 2016 15:53

M:\0185\5087 Powell Diversion\Cad\Civ Design\Figure 1 Ugorets Prop Easements.dwg



Wenck
 © Wenck Associates, Inc. Consulting Engineers
 Web Site: www.wenck.com
 1800 PIONEER CREEK CENTER 763-479-4200

CLIENT
 MINNEHAHA CREEK
 WATERSHED DISTRICT

PROJECT
 POWELL ROAD STORMWATER
 DIVISION PROJECT

SHEET
 TITLE
 UGORETS PROPERTY
 CONSTRUCTION EASEMENT

REV	DWN	APP	REV DATE	DWN BY	CHK'D	APP'D
1	JVB	JT	09/29/14	JVB	JWT	

DWG DATE
 MAY 2014
 SCALE

PROJECT NO.	SHEET NO.	REV NO.
0185-5087	EXHIBIT B	1



The Minnehaha Creek Watershed District is committed to a leadership role in protecting, improving and managing the surface waters and affiliated groundwater resources within the District, including their relationships to the ecosystems of which they are an integral part. We achieve our mission through regulation, capital projects, education, cooperative endeavors, and other programs based on sound science, innovative thinking, an informed and engaged constituency, and the cost effective use of public funds.

October 9, 2014

Alex Ugorets
Midland Glass Co
410 11th Ave South
Hopkins MN 55343

RE: Notice of Election to Proceed with Project

Dear Mr. Ugorets,

As stipulated in the Agreement dated June 12, 2014, this is notice that the Minnehaha Creek Watershed District is electing to proceed with the project to construct a subsurface stormwater pipe from Powell Road across your property at 8050 Powell Road, St. Louis Park and 8098 Excelsior Boulevard, Hopkins, MN for which you granted an easement pursuant to the Agreement. As per the Agreement, this notice must be accompanied by a second payment of \$38,900 which is enclosed. Also enclosed is Resolution 14-052 of the Board of Managers that establishes my authority to deliver this notice to you.

Sincerely,

Jeff Spartz
District Administrator

RESOLUTION

RESOLUTION NUMBER: 14-052

TITLE: Approval of Agreement for Project Easement for Powell Road Pipe Diversion Project

WHEREAS, The Minnehaha Creek Watershed District (MCWD) has adopted a *Comprehensive Water Resources Management Plan (WRMP)* in accordance with Minnesota Statutes §103B.231;

WHEREAS, the District's *Water Resources Management Plan* includes a Land Conservation Program;

WHEREAS, the WRMP capital improvement program includes the Minnehaha Creek Volume and Load Reduction project, which encompasses the construction of stormwater facilities to manage stormwater from the developed contributing area that presently discharges into Reaches 19-21 of the creek without volume control or water quality treatment;

WHEREAS, the WRMP established Minnehaha Creek as a key conservation area with goals of collaborating to create and preserve natural stream corridors, provide buffers, supplement other program activities, increase stormwater runoff abstraction, provide flood control, and promote public education and access;

WHEREAS, the WRMP provides that the Land Conservation Program will help accomplish these goals by connecting or expanding existing public lands, undertaking a restoration project, or by leveraging redevelopment opportunities, and further provides for capital spending within the Minnehaha Creek corridor (e.g., 5.8.2 and 5.8.5) to restore streambank stability and reduce stormwater volumes and nutrient *loading* to the creek, including construction of infiltration basins and devices, wetland restoration, reforestation, revegetation, and stormwater detention;

WHEREAS, the Board of Managers adopted a policy "In Pursuit of a Balanced Urban Ecology in the Minnehaha Creek Watershed District" to guide the MCWD's planning and watershed management activities, integrating its water resource implementation efforts with urban planning, through innovation, partnership and a sustained geographic focus;

WHEREAS, the Minnehaha Creek/Lake Hiawatha Total Maximum Daily Load Study identified the area between West 34th Street and Meadowbrook Lake as generating the highest pollutant load per unit area when compared to other reaches of Minnehaha Creek;

WHEREAS, the MCWD established the area between West 34th Street and Meadowbrook Lake as a priority area for capital project improvements, aimed at stormwater improvement and streambank restoration;

WHEREAS, in 2011 the District acquired property at 325 Blake Road for the purposes of stream restoration, stormwater management, corridor improvements, public land expansion and redevelopment opportunities;

WHEREAS, the planned improvements at 325 Blake Road are part of a larger comprehensive effort to manage regional stormwater and improve the riparian corridor that includes Methodist Hospital, Reach 20, 7630 Excelsior Blvd, Cottageville Park and Knollwood Mall;

WHEREAS, the Board of Managers has reviewed the feasibility analysis and associated technical and financial information regarding the project for a regional stormwater project at 325 Blake Road in the Minnehaha Creek Subwatershed, which examines the feasibility of collecting and managing

stormwater discharging to the creek within Reaches 19-21 and has considered all input received from interested parties during the course of review;

- WHEREAS, in accordance with Minnesota Statutes § 103B.251, subdivision 3, the MCWD held a duly noticed public hearing on ordering of the Project on June 27, 2013, at which time all interested parties had the opportunity to speak for and against the Project;
- WHEREAS, the City of Hopkins City Council adopted a resolution of support for the project at their July 9, 2013 Council meeting;
- WHEREAS, the City of St. Louis Park City Council adopted a resolution of support for the project on September 3, 2013;
- WHEREAS, pursuant to Minnesota Statutes § 103B.251 and the WRMP, the MCWD Board of Managers ordered the 325 Blake Road Stormwater Management Project, with a total estimated cost of \$2,747,100;
- WHEREAS, District staff is exploring means of defraying and fairly allocating project costs and shall make recommendations to the Board of Managers in advance of final design approval by the Board;
- WHEREAS, Staff, with direction from its real estate advisor and assistance of legal counsel, have negotiated the attached agreement and easement with the affected landowner of 8050 Powell Road, St. Louis Park and 8098 Excelsior Blvd, Hopkins, to provide for access and permanent rights over the project area to construct, maintain, and repair the project for total payment from the Watershed District to the landowner of \$77,800, site grading work which coincides with District construction activities as in kind payment valued at \$16,800, and use of District's stormwater facilities at 325 Blake Road to satisfy MCWD stormwater management rule requirements if the landowner elects to pave the improved graded areas;
- WHEREAS, at the MCWD Board Workshop dated June 12, 2014 it was moved by Manager Miller, seconded by Manager Casale and passed 4-0 that this resolution be forward to the consent agenda at the next Board Meeting for final action.

NOW, THEREFORE, BE IT RESOLVED, the MCWD Board of Managers hereby authorizes the Board President, upon advice of counsel, to sign the agreement to convey the project easement 8050 Powell Road, St. Louis Park and 8098 Excelsior Boulevard, Hopkins and authorize initial payment of \$38,900;

BE IT FURTHER RESOLVED, that the Board of Managers authorizes the following additional actions to execute the transaction:

1. The District Administrator is authorized to take all actions necessary to fulfill the District performance of its rights and responsibilities under the agreement;
2. The District Administrator is authorized to evaluate contingencies and to decide, with advice of counsel, whether to complete the easement transaction within 120 days; to advise the landowner of the decision; and if the decision is to proceed, to tender payment of the second \$38,900 to the landowner;
3. Authorize the Board President, upon advice of counsel, to sign, accept, and record the easement at 8050 Powell Road, St. Louis Park and 8098 Excelsior Boulevard, Hopkins;

Resolution Number 14-052 was moved by Manager Miller, seconded by Manager Casale. Motion to adopt the solution 7 ayes, 0 nays, 0 abstentions. Date: June 26, 2014.


Secretary

MINNEHAHA CREEK WATERSHED DISTRICT

Alex Ugorets

Check Date: Sep 25, 2014

34933

Check Number: 34933

Powell/#2

38,900.00

Check Total \$38,900.00

MINNEHAHA CREEK WATERSHED DISTRICT

15320 MINNETONKA BLVD.
MINNETONKA, MINNESOTA 55345
(952) 471-0590

BEACONBANK
SHOREWOOD, MINNESOTA 55331
75-870/919

34933

Sep 25, 2014

*****\$38,900.00

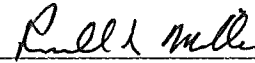
Thirty-Eight Thousand Nine Hundred and 00/100 Dollars

DATE

AMOUNT

PAY
TO THE
ORDER
OF

Alex Ugorets
410 - 11th Ave. So.
Hopkins, MN 55343



MP



MP

⑈034933⑈ ⑆091908700⑆ 100 8557⑈

Renae Clark

From: Chuck Holtman <Holtman@smithpartners.com>
Sent: Wednesday, October 08, 2014 5:14 PM
To: Jeff Spartz
Cc: Renae Clark; James Wisker
Subject: Powell Rd project: Notice to Ugorets

Jeff:

As you're aware, pursuant to MCWD Board of Managers Resolution 14-052 (June 26, 2014), the District entered into an agreement with Alex Ugorets for an easement across his properties to accommodate the District's subsurface stormwater pipe from Powell Road to the 325 Blake Road property where the District intends to site a stormwater treatment facility before runoff discharges into Minnehaha Creek. Under the agreement, the District paid Ugorets \$38,900 in exchange for the easement and has 120 days to decide whether to proceed with the project. The decision to proceed must be communicated to Ugorets by written notice. The 120-day deadline is Monday, October 12.

The agreement identified two project contingencies:

- a. Completing environmental due diligence and receiving adequate assurances from the Minnesota Pollution Control Agency with respect to existing site environmental conditions.
- b. Obtaining the right to install and maintain the stormwater pipe under the adjacent rail right-of-way.

If the District elects to proceed, a second \$38,900 payment to Ugorets must accompany the notice. If the District elects not to proceed because it, in good faith, is not satisfied with the resolution of either of the two contingencies, it may terminate the agreement with no further monies owing. If it terminates for any other reason, the second \$38,900 payment remains owing.

Resolution 14-052 delegated to you the authority to effectuate this decision, as follows:

BE IT FURTHER RESOLVED, that the Board of Managers authorizes the following additional actions to execute the transaction:

1. The District Administrator is authorized to take all actions necessary to fulfill the District performance of its rights and responsibilities under the agreement;
2. The District Administrator is authorized to evaluate contingencies and to decide, with advice of counsel, whether to complete the easement transaction within 120 days; to advise the landowner of the decision; and if the decision is to proceed, to tender payment of the second \$38,900 to the landowner;

The status of the contingencies is as follows:

- Environmental due diligence: Joe Otte of Wenck has expertise in this area and has overseen soil sampling pursuant to appropriate protocols. The results indicate polycyclic aromatic hydrocarbons

(PAHs) below the regulated threshold. PAHs in very low concentrations are expected in such urban soils. The low level of contamination means that the excavated soils are subject only to very limited handling requirements and there is no liability management documentation that the MPCA formally can provide. The District will require the contractor to follow reasonable protocols to monitor subsurface conditions during the work and take appropriate steps if contamination may be encountered. The liability risk judgment here is for you to make, but it appears to be small and not more than the level of risk that the District typically has accepted in doing work in the urban area. Renae, Joe, Mike Panzer or Chris Meehan can provide further detail or technical counsel you may wish.

- Rail ROW: On August 28, the Board authorized you to sign an occupancy license with Soo Line giving the District the right to place the stormwater pipe under the ROW but also to negotiate further terms in the District's interest. Several more favorable terms were negotiated, and the RR has offered a final license document to Renae for District signature. Renae is currently working with the RR to revise the license based on updated construction drawings. The RR is preparing an updated exhibit and then the final license will be transmitted for signature. The only contingency relating to this is that since Hopkins will assume ownership of the conveyance after construction, the license will be assigned to Hopkins, and Hopkins therefore needs to find the license terms acceptable. The license was transmitted to Hopkins staff, and Renae reports that staff finds the terms acceptable, and that the project agreement between the District and Hopkins is scheduled to go to the city council for approval on October 21. There are several other terms in the agreement still being discussed, but I believe Renae will advise you that she expects these to be resolved and does not assign a significant risk to the project agreement failing.
- Other contingencies: Other than the outstanding Hopkins project agreement, the District also must sign a project agreement with St. Louis Park and must secure the right to install the conveyance under the Cedar Lake Trail ROW under control of the Hennepin Rail Authority. The agreement with St. Louis Park simply allows the District to work within the city's ROW. St. Louis Park is reviewing the agreement and this should not be an issue. Renae reports that Hennepin Rail Authority is preparing the permit for its crossing. Finally, a supplemental easement must be obtained from Mr. Ugorets to cross under an additional 30-foot strip of land on the northern boundary of his property that he recently acquired from the railroad. Renae reports that Ugorets has agreed to supplement the easement for no further charge and the drafting exercise will be minimal. Again, Renae can advise on the details of these outstanding matters. I'm not aware of any other project development matters of significance that stand in the way of proceeding to construction.

Accordingly, our advice of counsel is that there are no legal issues associated with remaining contingencies and that you may proceed to give notice of intent to proceed with the project, and tender payment, to Mr. Ugorets per the agreement pursuant to your business judgment.

If you do choose to proceed, you should deliver to Mr. Ugorets the following:

1. Letter citing the agreement and stating the District's election to proceed with the project pursuant to the agreement. (Renae will supply the letter.)
2. Check for \$38,900.
3. Copy of signed version of Resolution 14-052, establishing your authority to act on the District's behalf.

Please feel free to contact me if you wish to discuss anything herein.

Chuck

Charles B. Holtman

smith

partners

PLLP

400 Second Avenue South

Suite 1200

Minneapolis, MN 55401

(612) 344-1400 Office

(612) 344-1550 Fax

www.smithpartners.com

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UTILITY OCCUPANCY LICENSE No. 4316301

THIS LICENSE is made effective **1st day of August, 2014** by and between

1. PARTIES:

SOO LINE RAILROAD COMPANY, a Minnesota corporation doing business as Canadian Pacific with general offices at

900 Canadian Pacific Plaza,
120 South Sixth Street,
Minneapolis, Minnesota, 55402

hereinafter called "**CP**,"

and

MINNEHAHA CREEK WATERSHED DISTRICT of 15320 Minnetonka Blvd, Deephaven, MN, 55345, hereinafter called "**Licensee**."

CP hereby grants Licensee a license to install, maintain and operate the following the "**Utility Line**" over its railroad corridor property and tracks per specifications and location Sections 2.1 and 2.2 following:

2.1 Specifications

Utility Type: **HDPE Storm Sewer pipeline**
Dimensions: **33.696 inch inside dia.; 35.912 inch outside dia; at a normal pressure of Less than 5 PSI**
Installation: **installed via Jacking at a depth of 14.1 feet**
Ancillary Items **None**

2.2 Location

Lat/Lon; **44.929553 / -93.381279**
PLSS: **SE 1/4 NE 1/4 Sec. 194 - Twp. 117 N - Rge. 21 W, P.M.**
City, County & State: **St Louis Park, Hennepin County, Minnesota**
Milepost, Subdivision **Railroad Milepost 430.80 on the Bass Lake Spur Subdivision (BE# MN12)**

as shown upon Exhibit A attached hereto and made a part hereof (the "**Property**")

2.3 Fee:

The fee for the rights granted pursuant to this License is \$5,800.00 per twenty years together with other expenses as more particularly set forth in Section 4 and its subparts.

2.4. Grant of License:

This license is granted subject to all the terms and conditions set forth below and apply to the existence of the Utility Line on the Property and to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this License, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

2.5 Inclusion of Appendices, Exhibits, Safety Rules/Procedures

The following items shall be a part of this License agreement:

- Exhibit A
- Applications or other materials submitted by the Licensee relative to this Utility Line

- Safety rules and procedures provide by CP to this license, irrespective of whether said items were provided prior or subsequent to the execution of this License, limited, however, to rules and procedures governing work within the right-of-way and not to the design of the conveyance as specified in paragraphs 2.1 and 2.2 above and installed.

2.6. Work, License To Be Available At Work Site:

- A. “Work,”** shall mean any activity conducted by Licensee relative to the installation, maintenance, repair, replacement, relocation, servicing, or removal of the Utility Line involving entry onto the Property.
- B. “Work Site“** shall mean the general location of License’s activities relative to Work. Licensee shall keep a copy of this License at the Work site and shall make it available upon demand by any employee or agent of CP.

3. EFFECTIVE DATE, TERM, TERMINATION

3.1. Effective Date:

The “**Effective Date**” of this License for documentation purposes shall be **August 1, 2014** . Notwithstanding the Effective Date, the rights to granted to Licensee pursuant to this License shall be effective at the later of the Effective Date, or the date on that this License has been signed by both parties.

3.2 Term:

This License shall continue in effect until terminated by any of the provisions contained herein.

3.3. Termination

A. By Licensee

This License may be terminated by the Licensee at any time upon Thirty (30) days advance written notice by Licensee to CP and fulfillment of all of Licensee’s applicable obligations to restore the Property, remove the Utility Line and payment of any required amounts.

B. By CP:

This License may be terminated by CP in the following circumstances:

i. Breach by Licensee:

If the Licensee shall at any time fail to perform or comply with any provision or fail to pay, or default on any payment required by this License, and such default or breach continues for a period of thirty (30) days after written notice thereof by CP to the Licensee, then CP may terminate this License upon written notice to Licensee, to be effective no less than 30 days from said to allow time for Licensee to discontinue its use of the Utility Line and to complete its applicable obligations for removal of the Utility and restoration of the Property.

ii. Railroad Maintenance or Safety.

CP may terminate this License to be effective Sixty (60) days after written notice to Licensee in the event that CP determines that the Utility Line poses a safety risk to railroad maintenance or safety or will interfere with railroad needs. In this event, CP shall use reasonable efforts to identify a replacement location for Licensee’s Utility Line but in the event that no such replacement location is decided upon, Licensee shall discontinue use of the Utility Line and complete its applicable obligations for removal of the Utility Line and restoration of the Property prior to expiration of said 60 day period.

- C. **Effect of Termination:**
Termination of this License shall mean that the Licensee shall no longer have the right to occupy or use CP's property for the Utility Line and that CP shall have the right to seek the removal of the Utility Line from its Property and pursue any and all remedies available to it pursuant to this License or at law. Termination of this License shall not prejudice the rights of CP. Notice of Termination by either Party shall not terminate Licensee's liabilities or responsibilities under this License for Utility Line, nor payment of rent, fees, costs or damages so long as the Licensee's responsibility and obligations for the Utility Line remain unfulfilled.

4. **PAYMENTS**

4.1. **License Fee.**

In consideration of the permissions herein granted, the Licensee shall pay to CP with its execution of this License the sum of **\$5,800.00**, the "**License Fee**," for the first Twenty (20) years of this License beginning at the Effective Date. The Licensee Fee shall be subject to increase at or near each twentieth anniversary of this License.

4.2. **Utilities.**

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively "**Utility Service**." If any Utility Service fee is in common with CP or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CP or such other party for its share. It shall be a default in the terms of this lease if it can be shown that Licensee has not made such payments within 30 days if due to CP, or within 60 days if payable to any other party.

4.3. **Mechanics' And Materialmen's Liens:**

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CP, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CP against any Claims arising out of or connected with such lien.

4.4. **Additional Charges.**

Licensee shall within 30 days of receipt of a bill therefor, pay to CP costs for flagging, track changes or damage, or other such charges as may be provided by this License or that CP may reasonably impose in connection with Licensee's Work.

4.5. **Due Dates; Penalties; Other Charges**

4.5.1. **Due Dates**

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

4.5.2. **Late Fees**

In addition to any amounts payable by Licensee to CP, Licensee shall pay CP a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CP's Accounting Department that is in effect at the time that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

4.5.3. **Fines & Service Fees**

In addition to any other amounts payable by Licensee to CP, Licensee shall pay CP for any bank fines or service incurred by it in connection with the handling, non-payment,

return or currency conversion incurred by CP in connection with processing of any payment made by Licensee to CP.

4.6. Work At No Cost To CP:

The Work completed by Licensee shall be performed at no cost to CP.

5. CONTACT, NOTICES, ETC.

5.1. Contact Persons; Communications:

Communications pursuant to this License shall be directed to the contact persons designated in Appendix 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

5.2. Notices:

Except as otherwise provided in this License, all notices pursuant to this License shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

5.3. Notification Prior To Beginning Work:

Licensee must notify CP's Engineering contact person (Stated on Appendix 1) by telephone at least **FIVE (5)** working days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed, "**Working Days**" do not include Saturdays, Sundays and Holidays observed by CP.

6. PERMITTED & PROHIBITED USES; RIGHTS OF CP

6.1. Permitted Uses:

6.1.1. The Work:

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.6., or such other kind of activities as may be approved by CP in writing.

6.1.2. Government Authorities.

Licensee may permit governmental authorities with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CP (by telephone or other means calculated to bring the matter to CP's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities to enter the Property for any other purpose.

6.2. Prohibited Uses and Activities.

The Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this License or as may be approved of in writing by CP. Specifically:

6.2.1. Advertising

Licensee shall not permit any advertisements or signs upon the Property;

6.2.2. Use of Hazardous Substances

Licensee shall not, without prior written disclosure to and approval by CP, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, the Licensee shall arrange at its own cost

for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

6.2.3. Use of Premises for waste treatment or as storage or disposal facility

Licensee shall not cause or allow the Property or any of CP's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

6.2.4. Subleasing is prohibited.

Licensee shall not sublease the Property or the permissions or rights herein granted in any manner or form.

6.3. Reservations and Rights of CP:

6.3.1. Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CP in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

6.3.2. Reservation of prior and future uses not inconsistent with Licensee's activities.

The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across, above or underneath the Property by CP, or its employees, agents, licensees, grantees, representatives or invitees. Further, CP reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Utility Line.

6.3.3. Monitoring

CP may elect to be present during the conduct of the Work and to monitor same. The cost of such monitoring shall be charged to Licensee.

7. COVENANTS, CONDUCT & RESPONSIBILITIES

7.1 Definitions

7.1.1 "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

7.1.2 "Environmental Law" or "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. '§1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;

7.1.3 "Hazardous Substance" or "Hazardous Substances" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction,

radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law;

- 7.1.4** **"Release"** or **"Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;
- 7.1.5** **"Response"** or **"Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;
- 7.1.6** **"Use"** means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

7.2 Investigation; Compliance with Laws; Safety Requirements.

7.2.1 Tenants and Licensees in possession of Property.

Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CP will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

7.2.2 Underground Utilities And Structures:

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CP ONE CALL** at **1-888-625-8702** a minimum of 5 Working Days prior to commencing any excavation or boring on the Property.
- c. CP will cooperate with Licensee to identify the location of underground utilities and structures known to CP, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

7.2.3 Permits And Licenses; Compliance With Laws:

Licensee shall secure, at no expense to CP, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the use and operation of the Utility Line, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CP against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

7.2.4 Compliance With CP Safety Requirements; Licensee's obligation to ensure possession of a copy of CP Safety Rules

- a. While on the Property, Licensee shall comply with the safety requirements of CP, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CP. CP's safety requirements are set forth in a document titled **"MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY"** and in CP 's current safety handbook, **"CP Safety Rules."** Typically a copy of CP Safety Rules are provided with the Licensee's initial application for the Utility Line. Additional or updated copies of CP Safety Rules can be obtained in electronic form by contacting CP's Engineering contact set forth in

Appendix 1. Licensee agrees that it has a copy of CP Safety Rules and agrees that

IT IS LICENSEE'S RESPONSIBILITY TO OBTAIN THE MOST UP-TO-DATE VERSION OF CP SAFETY RULES

and ensure that any person performing any of the Work for or on behalf of Licensee shall comply with the CP Safety Rules.

7.3 Work In Close Proximity To Railroad Operations; Drainage:

7.3.1 *Interference With Railroad Operations:*

Licensee shall keep CP fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CP's trains or equipment (or trains or equipment of others) operating on or near the Property.

7.3.2 *Clearance;*

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CP prior to performing such work or placing such equipment or obstruction.

7.3.3 *Flagging:*

Licensee must make arrangements with CP for such flagging or watchman service as CP deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be provided by CP at Licensee's expense. The fact that CP provides such service shall not relieve Licensee from any liability under this License. CP's labor and material additives are subject to change without notice to Licensee, and CP shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

7.3.4 *Certain Work Close To Track Not Permitted; Lateral Support:*

- a. Unless otherwise agreed to in writing by CP, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;
- b. Unless otherwise agreed to in writing by CP, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that CP permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CP any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

7.3.5. Storm Water

Licensee shall not, without the advance written approval of CP, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, Between CP and the Licensee it is understood and agreed that Licensee shall at Licensee's cost and expense be liable to CP for the construction, maintenance, repair and replacement upon the real property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related

7.3.6. Fencing

If deemed necessary and prudent to the safety of railroad operations, employees and the public, the Licensee shall, at no cost to CP, construct and maintain during any Work the fencing of a quality and in the locations that CP may direct. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

7.4 Conduct

7.4.1. Property clean, safe and free from nuisances

During any Work the Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

7.4.2. Release of Hazardous Substances:

The Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

7.4.3. Response Actions

The Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of the Licensee (or the Licensee's employees, agents, representatives or invitees) that could:

- a. give rise to any Claim under any Environmental Law,
- b. cause a public health or workplace hazard, or
- c. create a nuisance.

7.5. Required Notices/Disclosures

7.5.1 Transportation and Disposal Contracts

The Licensee shall, upon written request by CP, provide CP with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that the Licensee has complied with all Environmental Laws relating to the Property

7.5.2 Releases or Suspected Releases

The Licensee shall promptly notify CP of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

7.5.3 Notices, summons citations, etc.

The Licensee shall promptly provide CP with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health

Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

- a. any Release of a Hazardous Substance on, to or from the Property,
- b. the imposition of any lien on the Property, or
- c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

7.5.4. Other Reports

Licensee shall, at CP's option, provide CP, at no cost to CP, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency acting in a regulatory capacity, then Licensee shall also give CP a reasonable time (not less than 5 Working Days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CP's comments with respect to the draft of that Report. Licensee will promptly provide CP with a copy of any final Report.

7.6. CP's right to Participate in Response Actions

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in 7.5.3, Licensee shall notify CP of and permit CP to participate in any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CP to at least the same extent as Licensee.

7.7. Restoration of Property;

Upon completion of the Work or termination of this License, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to as close as reasonably possible to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CP). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CP and in accordance with all applicable laws, all at no expense to CP.

8. LIABILITY

8.1. Damage To Tracks, Facilities, And Equipment:

If any tracks, facilities, or equipment owned, used, or maintained by CP are damaged in connection with the Work, CP shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CP shall tender a bill therefor.

8.2. Assumption Of Risk:

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that the Utility Line and any Work or appurtenances thereto on the Property may be disturbed, damaged, or destroyed by CP or third persons, and except where arising from the intentional malicious conduct of CP or its employees, agents, or invitees, Licensee shall not make any claim against CP on account of same, even if such disturbance, damage, or destruction arises from the negligence of CP or its employees, agents, or invitees. Licensee

assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

8.3. Indemnity:

As used in this License, “**Indemnified Parties**” means the following businesses and their officers, directors, employees, and agents: Soo Line Railroad Company, Delaware and Hudson Railroad Corporation, Inc., Dakota, Minnesota and Eastern Railroad Corporation, Soo Line Corporation, Canadian Pacific Railway Company, Wyoming Dakota Railroad Properties, Inc., any company doing business as Canadian Pacific Railway, and any railway company or contractor operating trains or rail equipment upon railway tracks in close proximity to the Property or the Utility Line, together with the parent companies, subsidiaries, and affiliated companies of all of the foregoing.

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the Indemnified Parties (as defined below) against all claims, demands, actions, suits, judgments, losses, damages (including, but not limited to, lost profits and other actual, compensatory, direct, consequential, punitive, and exemplary damages), expenses, penalties, fines, sanctions, court costs, litigation costs, and attorneys' fees (collectively, Claims) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death, pollution, or contamination actually or allegedly arises in whole or in part from the presence of the Utility Line on the Property or any Work connected therewith, or any action or omission of Licensee while on or about the Property pursuant to this License, or the exercise by Licensee of the rights and permissions granted by this License. Nothing in this indemnification creates a right in any third party or waives an immunity, defense or liability limitation of Licensee with respect to CP or any third party.

9. INSURANCE.

Prior to commence of any Work, Licensee shall procure and maintain in effect (or shall cause its contractor to procure and maintain in effect), the insurance coverages set forth in **Appendix 2**. The insurance coverage obtained pursuant to License and its appendices shall in no manner restrict or limit the liabilities assumed by Licensee under this License.

10. ENTIRE LICENSE

10.1. Survival Of Indemnity Provisions:

The indemnification provisions of this License shall survive its expiration or termination.

10.2. Mere License:

The permissions encompassed by this License are a mere license to use the Property for the Utility Line and does not create any estate or interest in Licensee in the Property.

10.3. No Warranty Of Title:

CP does not warrant that it has good title to the Property.

10.4. Assignment; Binding Effect:

With advanced agreement by notice to CP, Licensee may assign this license or any rights and obligations hereunder to another public body and only for purposes of constructing, inspecting, maintaining, repairing, reconstructing, decommissioning and removing the Utility Line. This License may not otherwise be assigned by Licensee without the advance written consent of CP. Subject to the preceding sentence, this License shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

10.5. Governing Law:

This License shall be construed and interpreted in accordance with the laws of the state of Minnesota, without reference to the choice of law rules of that state.

10.6. Entire License:

This License is the full, complete, and entire License of the parties with respect to the subjects hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this License.

10.7. Headings:

The headings used in this License are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this License.

10.8. Ownership Of Installations:

As between CP and Licensee, and unless CP agrees in writing to assume ownership thereof, any Utility Line placed on the Property pursuant to this License shall be and remain the property of Licensee, and Licensee shall be responsible for the proper maintenance and closure thereof;

10.9. Singular And Plural:

As used in this License, the singular form of a word includes the plural form of that word, and vice versa, and this License shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

10.10. Duplicate Copies & Counterparts.

This License may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this License, each of which shall constitute an original.

11. SIGNATURES.

THE PARTIES HERETO have executed this License as evidence of their agreement to the terms herein.

**MINNEHAHA CREEK WATERSHED
DISTRICT**

SOO LINE RAILROAD COMPANY
doing business as Canadian Pacific

By _____
Its _____
Date _____

By _____
Its Director Real Estate & Facility Mgmt- U.S.
Date _____

1. RAILROAD CONTACTS:

A. Real Estate: Processing of Permit, rental payments

Address	Contact Info	
Canadian Pacific Real Estate US – Utility Permits 900 Canadian Pacific Plaza 120 South Sixth Street Minneapolis, Minnesota 55402	Phone:	(612) 904-6143
	Fax:	(612) 904-6147
	Email:	Real_Estate_-_US@cpr.ca

B. Risk Management: Submittal of Insurance Coverage Renewals.

Address
Canadian Pacific Risk Management Department 401 9 th Avenue S.W. Calgary, Alberta T2P 4Z4

C. Engineering: Application, Review of Technical Specifications

Address	Contact Info	
Canadian Pacific Battle Creek Building 120 South Sixth Street Minneapolis, MN 55402	Name:	Dave LeClaire
	Title	Supervisor Public Works - US West
	Phone:	(612) 330-4556
	Fax:	(612) 904-5917
	Email:	Dave_LeClaire@cpr.ca

D. Scheduling of Flagging:

The following must be contact **no less than 5 Working Days** (excludes Saturday, Sunday and holidays observed by CP) prior to date on that Work is to be performed.

Dave LeClaire, contact info in Section B.

E. Utility Locates

CP: CP **Call-Before-You-Dig** 1-866-291-0741: Must be called **no less than 5 Working Days** (excludes Saturday, Sunday and holidays observed by CP) prior to date on that Work is to be performed.

Local: The Licensee must also contact the local **Call-Before-You-Dig** service
The national number for utility locating is **8-1-1**.

In Minnesota, the utility locating service is called Gopher State One Call and, in addition to dialing 8-1-1, call be reached at 1-800-252-1166 or at www.gopherstateonecall.org.

CP does not guarantee the accuracy of the foregoing information. The License is ultimately responsible for contacting and complying with local utility locating requirements and determining the proper contacts or manner of doing so.

2. LICENSEE CONTACTS:

A. Licensee Information

THIS IS THE NAME TO BE SHOWN IN THE LICENSE AGREEMENT.

Licensee:	Minnehaha Creek Watershed District		
Type of Entity:	corporation	State of Formation:	Minnesota
Mailing Address:	15320 Minnetonka Blvd Deephaven, MN, 55345		
Delivery Address: (if different)			
Billing Address (if different)			
Telephone No.		Web Site:	

B. Licensee Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD SEND DOCUMENTS AND OTHER CORRESPONDENCE IN CONNECTION WITH THE LICENSE.

Name:	Rena Clark	Address. Write "Same" if same as above
Company:	Minnehaha Creek Watershed District	
Title:	Project Manager	Same
Office Number:	(952) 641-4510	
Fax Number	(952) 471-0682	
Mobile Number:	(612) 723-5599	
Email:	rclark@minnehahacreek.org	

C Construction Contact

THIS IS THE INDIVIDUAL TO WHOM CP SHOULD INTERACT IN CONNECTION WITH ANY WORK WITH THE UTILITY LINE

Name:		Address.
Company:		
Title:		
Office Number:		
Fax Number:		
Mobile Number:		
Email:		

D. Additional Contact
Optional information if needed.

Contact for:		
Name:		Address.
Company:		
Title:		
Office Number:		
Fax Number:		
Mobile Number:		
Email:		

E. Emergency Contact:
In the event that there is an emergency affecting the Utility Line, is there an additional contact that CP could attempt to reach?

Name:	
Office Number:	
Mobile Number:	
mail:	

Insurance Requirements

1. General Insurance Requirements.

The following requirements apply to all insurance coverages required by the License.

- 1.1. Insurance is a prerequisite for the Work: **Licensee shall not enter the Property until all of the required policies have been approved in writing by CP.**
- 1.2. Evidence of Insurance. **No less than Five (5) Working Days** before Licensee or its contactor enters the Property or commences any Work, CP must receive and approve the certificates of insurance evidencing the insurance coverages set forth in this Appendix 2.
- 1.3. Thirty Day Notice of Cancellation. All policies shall be endorsed to require that CP be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage. Notices shall be sent to the addresses set forth in Appendix 1 for the Real Estate Department and also the Risk Management Department.
- 1.4. Except for Automobile and Workers Compensation policies, each policy of insurance shall include the following endorsement upon the certificate, or within the binder, policy or other contractual evidence signed by the insurer and in form acceptable to CP:

"It is agreed that the policy or policies of insurance evidenced by this certificate covers the liability assumed by the insured in connection with work pursuant to the License Agr. 4316301 dated 1st day of August, 2014 by and between Minnehaha Creek Watershed District and Soo Line Railroad Company encompassing a Storm Sewer pipeline crossing at St Louis Park, Hennepin County, MN, including work upon railroad property, within railroad right of way and in close proximity operating railroad tracks."
- 1.5. Cross Liability (severability of interest endorsements) Except for automobile coverage, all policies, shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form:

"This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities."
- 1.6. Additional Insureds; Waiver of Subrogation. The policy shall be endorsed to add the following as additional insureds:

Soo Line Railroad Company, Soo Line Corporation and Canadian Pacific Railway Company, (collectively, the Protected Parties). The policy shall also be endorsed to waive subrogation rights against the Protected Parties.
- 1.7. Coverage amounts subject to increase. The Parties agree that Utility Lines can have a long useful life and that the insurance coverage limits initially set forth in this License may not be adequate during entire life of the Utility Line. Accordingly, the insurance coverages set forth herein shall be subject to change relative change in CP standards. The License shall not be required to comply with increased coverage limits until CP provides the Licensee with 90 days advance written notice of a change in coverage limits, or following notice by CP in connection with any Work by the Licensee that requires flagging.

- 1.8 Renewals. Evidence of renewal of insurance coverage should be sent to the Risk Management contact information set for in Appendix 1.
- 1.9 Copies of Policies. CP reserves the right to demand a certified copy of any required policy, and Licensee or its contractor shall provide such copy within 10 Working Days (excludes Saturdays, Sundays and holidays observed by CP) after CP shall give notice to Licensee demanding such copy.
- 1.10 Insurers to be acceptable to CP. All of the required policies shall be issued by insurers acceptable to CP and shall be acceptable to CP in both form and substance
- 1.11 Policies obtained by Contractors and Sub-contractors. If any comprehensive general liability and automobile policies are procured by Licensee's contractor, Licensee shall be added as an additional insured party under such policies. If the contractor uses a subcontractor, the contractor shall provide the required policies and shall, in addition, either require the subcontractor to provide insurance equivalent to that described herein or obtain endorsements to the contractor's policies naming the subcontractor as an additional insured party. If a subcontractor uses a sub-subcontractor, the sub-subcontractor shall either provide insurance equivalent to that required of the subcontractor or shall be named as an additional insured party on the contractor's or subcontractor's policies.
- 1.12 Lapse in insurance coverage. In the event any required policy lapses, CP shall have the option of immediately suspending Work or use of the Utility Line. Additionally, any lapse in required insurance shall be deemed a breach of the License and grounds for termination as provided in the License.
- 1.13 Insurance does not limit liability. The insurance coverage obtained pursuant to section 9 and its sub-sections shall in no manner restrict or limit the liabilities assumed by Licensee under this License.

2. Required Insurance Policies and Limits of Coverage.

Licensee shall obtain and maintain in full force and effect the following policies of insurance:

2.1. Comprehensive General Liability Insurance – Normal Operation of Utility Line:

So long as the Utility remains in place pursuant to this License in the status of normal operation, Licensee shall obtain Comprehensive general liability insurance with a policy limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, death, and damage to or destruction of property (including the loss of use thereof).

The policy will include those policy extensions commonly referred to as broad form completed operations, contractor's protective, collapse, and underground damage. The policy shall by its wording or by endorsement insure those liabilities and obligations which this License contemplates will be assumed by Licensee, including liabilities and obligations to indemnify the Indemnified Parties (defined in Section 8.3).

2.2 Comprehensive General Liability Insurance – Periods of Work:

Not Applicable.

2.3 Automobile Liability and Property Damage Insurance:

During any period in that Work is to be performed on the Utility Line, Licensee or its contractor performing the Work, shall obtain Automobile liability and property damage insurance in an amount not less than \$2,000,000, personal injury and property damage combined, covering the ownership, use, and operation of any motor vehicles and trailers licensed for use on public

highways which are owned, leased, or controlled by Licensee or its contractor and used in connection with the Work

2.4. Workers Compensation Insurance:

During any period in that Work is to be performed on the Utility Line, Licensee or its contractor performing the Work, shall obtain Workers compensation insurance that meets the requirements of Minnesota state law.

2.5. Railroad Protective Liability Insurance:

During any period in that Work is to be performed on the Utility Line, Licensee or its contractor performing the Work, shall obtain Railroad protective liability insurance (occurrence form), in the name of Soo Line Railroad Company and Canadian Pacific Railway Company, with limits of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate for personal injury and property damage.

2.6. Environmental Pollution Impairment Liability Insurance:

Not Applicable.

License No. 4316301 - Minnehaha Creek Watershed District: St Louis Park, MN

Appended please find a copy of License No. 4316301 in favor of Minnehaha Creek Watershed District covering a Storm Sewer pipeline crossing on Railroad property at St Louis Park, MN. To expedite processing, this License is being delivered in electronic form. If you would prefer to have hard copies of the documents, please advise and two originals will be mailed to you for execution.

Please read all provisions of these agreements carefully before execution and make any corrections or additions to the Licensee contact information in Appendix 1. When you determine that the license is acceptable, please print 2 originals (single-sided) and return them to the address below for final railroad approval and, subject to that approval, execution on behalf of the railroad. Along with the return of the documents, please include full payment in the amount called for in the agreements.

Please be advised that an invoice for any expense (flagging, inspection, repair work, etc.) incurred by the railroad in connection with this project will be submitted to you for reimbursement.

When fully executed, a scan of each completed agreement and the final instruction letter will be emailed to you and one original copy of each completed agreement will be returned to you by way of First Class Mail. If you have any questions, please call the number below and leave a message.

Real Estate U.S. – Utility Crossings | 900 Canadian Pacific Plaza, 120 South Sixth Street, Minneapolis, MN 55402

Canadian Pacific O 612 904 6143 | F 612 904 6179 | E Real Estate - US@cpr.ca

Permit No. 32-14
File No. 73-32091C

**Permit for
Minor Utilities Installations
Underground Utility Crossings and
Underground Communications Crossings**

Permittee: **Minnehaha Creek Watershed District**

Address: **15320 Minnetonka Boulevard, Minnetonka, Minnesota 55345**

Commencement Date: _____
[TO BE FILLED IN BY HCRRA]

The Hennepin County Regional Railroad Authority (“HCRRA”) grants to Permittee, in accordance with the terms of this Permit, permission for installation, use, and maintenance of:

36” underground stormwater diversion pipe crossing,

installed a minimum depth of sixty inches (60”) below grade of the ballast at the center of the corridor, except as otherwise authorized or required in writing by HCRRA (“Permitted Facility”),

at Permittee’s sole cost, over, on or under Hennepin County Regional Railroad Authority (“HCRRA”) property, located on or in the vicinity of HCRRA’s Hopkins to Minneapolis Railroad Corridor (“Corridor”) and described as follows:

That part of the Hennepin County Regional Railroad Authority (HCRRA) Hopkins to Minneapolis Corridor right-of-way, as depicted on HCRRA Property Map No. 6, Sheet 2 of 2 (R.T. Doc. No. 4686556, C.R. Doc. No. 5496762), located east of Blake Road, in the City of Hopkins, Minnesota,

and as depicted in green on Exhibit A, attached hereto and incorporated by reference in this Permit (“Property”).

The cost of this Permit shall be **\$750.00**.

GENERAL REQUIREMENTS

1. No work shall be started, nor entry made, onto the Property until HCRRA approves this Permit and issues it to Permittee.

2. Prior to beginning construction on the Permitted Facility and prior to any modification or relocation of the Permitted Facility, Permittee shall submit its plans for the work to HCRRA for review and comment. Permittee shall not begin work until HCRRA has reviewed Permittee's plans and has given Permittee written authorization to proceed. HCRRA reserves the right to reject any plans proposed by Permittee on the grounds, in HCRRA's sole discretion, that the plans are inappropriate or incompatible with current or future use of the Corridor for transportation uses, including, but not limited to rail, bicycle and foot travel and the location of communication facilities including fiber optics lines.
3. Prior to beginning work on the Property, Permittee shall notify HCRRA when construction, modification or relocation of the Permitted Facility is scheduled to start and shall notify HCRRA when the work has been completed.
4. Permittee shall coordinate all permitted work with HCRRA's Contact, Jessica Galatz, 612-348-2691.
5. Permittee understands that HCRRA owns the Corridor of which the Permitted Property is a part, and that HCRRA acquired this right-of-way for light rail transit and other permitted transportation uses. HCRRA has granted to Three Rivers Park District permission to use a portion of the right-of-way for trail purposes subject to HCRRA's future use of the property. Permittee shall obtain prior approval from Three Rivers Park District for use of its trail for any purpose, including, the movement of equipment and delivery of materials such as dirt, compost, or wood chips by contacting Scott Schmidt, Regional Trails Maintenance Supervisor, 763-694-2051.
6. During any construction, modification or relocation of the Permitted Facility, Permittee shall protect the work site and those who may enter the Property with proper signs, barricades and other protection or appropriate safety mechanisms.
7. Permittee acknowledges that underground fiber optic communication cables, in addition to other underground and aboveground utilities, may have been installed in the Corridor. Permittee shall at its expense properly locate and protect all such utilities during any construction, modification or relocation of the Permitted Facilities.
8. All work on the Property shall be performed in a workman like manner. Permittee shall abide by all local, state or federal ordinances or regulations related to its use of this Permit.
9. Permittee shall not make any changes in its use of the Property without permission of HCRRA.
10. Burning or disking operations and/or the use of chemicals to control or kill trees, brush and other vegetation is prohibited without prior approval from HCRRA.

11. Except as provided for in plans submitted to and authorized by HCRRA, Permittee shall avoid damaging existing trees and shall replace any trees existing on the Property that are damaged by Permittee at HCRRA's discretion with trees of similar size and type at Permittee's expense. Permittee shall properly sod and/or seed any areas disturbed by Permittee if required by HCRRA.
12. Permittee shall correct at its expense any failures due to settlement, erosion, lack of vegetation growth, rutting, or other problems related to its use of this Permit and shall restore to original or better condition all areas disturbed by any construction, relocation or modification of the Permitted Facility.
13. At its expense, Permittee shall relocate or modify the Permitted Facility in a manner satisfactory to HCRRA, including without limitation relocation of utility or communication conduits to a concrete encased duct bank if, in HCRRA's sole discretion, such action is required for implementation of transportation uses or for the modification of related transportation facilities on the Corridor.
14. HCRRA shall provide the Permittee one hundred twenty (120) days written notice of the need for any relocation or modification of the Permitted Facilities, except where such notice is impracticable. Under those circumstances, HCRRA shall notify Permittee with as much advance notice as possible. In the event Permittee fails to take the required action within one hundred twenty (120) days after notice or within such reasonable time period designated by HCRRA in the notice, HCRRA may remove, modify or relocate the Permitted Facility at Permittee's expense.
15. At its expense, Permittee shall maintain the Permitted Facility in good repair, including but not limited to, trash removal and weed control, and shall use reasonable precaution to prevent waste, damage, or injury.
16. Permittee shall comply with all reasonable rules adopted by HCRRA for the safety, care, and cleanliness of the Property and shall not create any nuisance on the Property.
17. Permittee accepts the Property subject to any want or failure at any time of HCRRA's title to the Property or any part thereof and assumes any damages sustained by Permittee for want or failure of HCRRA's title to the Property. Permittee also accepts the Property subject to the rights of any party, including HCRRA, in and to any existing roadways and easements. Further, Permittee accepts the Property subject to all uses by HCRRA and all future uses by third parties permitted by HCRRA that are not incompatible with Permittee's permitted use.
18. Permittee accepts the Property subject to the rights of any person, firm or corporation, including HCRRA, in and to any existing telephone, telegraph and/or other wires, poles, underground cables or utilities, and facilities of any kind whatsoever, whether or not of record, and should it, at any time, become necessary

because of Permittee's use of the Property to relocate any such facilities, Permittee shall bear and pay the cost of so doing.

19. Permittee accepts the Property in an "AS IS" condition with no express or implied representations or warranties by HCRRA as to the physical condition or fitness for suitability for any particular purpose.
20. Permittee shall not create or permit any condition of the Property that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Property introduced by Permittee, its agents, employees, invitees, subpermittees or permittees during Permittee's period of use, including conditions introduced that affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce those obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment and has a plan for development of the Corridor to its highest and best use. Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.
21. In exchange for the rights and privileges granted in this Permit, Permittee agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations related to construction, modification and relocation of the Permitted Facility regarding any hazardous waste, pollutant, contaminant, petroleum-related material or other regulated substance on the Property regardless of whether or not the same was present on the Property before or after the commencement of this Permit.
22. Permittee shall provide to HCRRA, at no charge, upon HCRRA's request, copies of all studies, reports and findings resulting from any environmental, geotechnical, survey or other work conducted by or for Permittee on the Property.
23. Permittee shall defend, indemnify and hold harmless HCRRA, its Commissioners, officials, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of Permittee or Permittee's Secondaries or from any failure by them to comply with the provisions of this Permit and arising from exercise of the rights granted by this Permit including, but not limited to, those resulting from the presence of any hazardous waste, pollutant, contaminant, petroleum-related material or other regulated substance on the Property regardless of whether or not the same was present on the Property before or after the commencement of this Permit. Permittee's Secondaries shall mean its contractors, subcontractors, officers, agents, employees, customers, volunteers, invitees, subpermittees, permittees, lessees or other occupiers of the

Permitted Facility under its supervision or control. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation and termination of this Permit. HCRRA shall not be liable to Permittee or those claiming by, through, or under Permittee for any injury, death or property damage occurring in, on or about the Property based upon the construction, operation, maintenance, relocation or modification of the Permitted Facility, nor for loss or damage sustained by Permittee or others in, about or adjacent to the Property by reason of the present or future condition of repair of the Permitted Facility, or for loss or damage arising from the acts or omissions of Permittee's Secondaries. .

24. In order to protect itself, as well as HCRRA under the indemnification provisions contained in this agreement, Permittee and Permittee's contractors, subcontractors or agents shall purchase and maintain in force at all times during the term of this Permit the following minimum insurance coverages applicable to the Property, the Permitted Facility, affiliated activities, and/or this Permit or other insurance acceptable to HCRRA:

	<u>Limits</u>
1. Commercial General Liability with the following coverages and limits.	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$1,500,000
2. Automobile Liability - Combined	\$2,000,000
single limit each occurrence coverage for bodily injury and property damage covering owned, non-owned, and hired automobiles.	
3. Workers' Compensation and Employer's Liability:	
a. Workers Compensation	Statutory
If the contractor is based outside of the state of Minnesota, coverage must apply to Minnesota laws.	
b. Employer's Liability. Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	500,000
Disease - Each Employee	500,000

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility

of Permittee to determine the need for and to procure additional coverage which may be needed in connection with the Permitted Facility. All insurance policies shall be open to inspection by HCRRA. Permittee shall submit copies of all required policies to HCRRA upon request.

25. This Permit shall not be valid until Permittee has obtained the required insurance and filed an acceptable certificate of insurance with HCRRA. The certificate shall name Hennepin County Regional Railroad Authority, as certificate holder and as an additional insured with respect to operations covered under the Permit for all liability coverages except Workers' Compensation and Employer's Liability.

26. All notices required or permitted pursuant to this Lease shall be directed to the following individuals and shall be either hand-delivered or mailed to the following addresses:

To Permittee: Minnehaha Creek Watershed District
15320 Minnetonka Boulevard
Minnetonka, MN 55345
Attn: Renae Clark

To HCRRA: Hennepin County Regional Railroad Authority
710 Fourth Avenue South, Suite 400
Minneapolis, MN 55415-1843
Attn: Director, Housing, Community Works and Transit

27. The terms of this Permit are not intended to create rights in third party beneficiaries.

28. The language of this Permit shall prevail in the event there is a conflict between it and any depiction or any other representation contained in any attached Exhibit.

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(I, We), the undersigned, herewith accept the terms and conditions of the regulations as laid down by HCRRA and agree to fully comply therewith to the satisfaction of the HCRRA.

***HCRRA:**

By: _____
Director of Housing, Community Works & Transit

Date: _____

****PERMITTEE: Minnehaha Creek Watershed District**

By _____

Title: _____

Date: _____

*In accordance with 06-HCRRA-23 the Director of Housing, Community Works and Transit is authorized to approve, execute and terminate permits for minor utility installations and underground utility and communications conduit crossings on behalf of the Hennepin County Regional Railroad Authority.

**Permittee shall submit applicable documentation (articles, bylaws, resolutions, or ordinances) that confirm the signatory's delegation of authority. This documentation shall be submitted at the time Permittee returns the signed Permit to the Authority. Documentation is not required for a sole proprietorship.

Exhibit A

Depiction of Property Area



Phase II Soil Investigation Report

Powell Road Storm Water Diversion Project

Powell Road

Hopkins, Minnesota

Prepared for:

MINNEHAHA CREEK WATERSHED DISTRICT

15320 Minnetonka Boulevard

Minnetonka, MN 55345

Prepared by:

WENCK ASSOCIATES, INC.

1800 Pioneer Creek Center

Maple Plain, Minnesota 55359

(763) 479-4200

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Table 1: Phase II Summary of Detected Compounds

FIGURES

Figure 1: Phase I Soil Boring Locations
Figure 2: Phase II Soil Boring Locations

APPENDICES

Appendix A: Phase I Boring Logs
Appendix B: Phase II Boring Logs
Appendix C: Phase II Soil Sample Laboratory Reports

1.0 Purpose and Scope

Minnehaha Creek Watershed District (MCWD) is planning to install storm water control structures and piping to divert storm water to a proposed infiltration pond as part of the Powell Road Storm Water Diversion Project in Hopkins, Minnesota (the Site). An initial geotechnical and environmental investigation of the Site was performed in May 2014 (Phase I). As a result of that investigation, MCWD proposed a second investigation (Phase II) to collect additional environmental data along the proposed piping route. The purpose of the additional investigation was to ensure Site soil has not been impacted above concentrations of potential concern. While MCWD's only ownership interest in the Site is an easement, MCWD endeavors to ensure it remains a non-responsible party for any documented releases. This document presents the results of the Phase II subsurface investigation activities.

2.0 Site Description and Background

2.1 SITE LOCATION

The Site is located along a route beginning at Powell Road west of the Japs-Olson Company facility and ending near the Atlas Cold Storage property at 325 Blake Road in Hopkins, Minnesota, as shown on Figure 1. The route begins in Hopkins city limits on the east end, crosses into St. Louis Park city limits, and ends back within Hopkins city limits on the west end.

2.2 CURRENT SITE USE

The area along the proposed storm water diversion route comprises commercial and industrial buildings ranging from one to three stories high. The first half of the route runs along paved road and parking areas. The second half of the route runs through an unpaved parking and storage yard area. These properties are owned by Ugorets Properties, LLC. The route leaves Ugorets property and crosses the Soo Line Railroad and Cedar Lake Trail near its western end. The route ends in an unpaved parking area on the east side of the Atlas Cold Storage property.

2.3 SITE PHYSICAL SETTING

The Site topography generally slopes to the northeast toward Minnehaha Creek and ranges from approximately 913-905 in the project area. However, the Soo Line Railroad represents a local topographic ridge running northeast-southwest at an elevation of approximately 915 in the project area. Site drainage is to the north-northeast toward Minnehaha Creek. Historic development may have included grading or filling of the Site to improve the location for construction and drainage.

2.3.1 Geology

Soil borings conducted during the first phase of investigation (see Figure 1) indicated that fill material is generally encountered from the surface to depths up to 9.5 feet below ground surface (BGS). The fill material is composed of fine to medium silty sand, and may contain plant material and remnants of asphalt material. The fill is underlain by sand and silt deposits that range from coarse to fine. The coarse grained sands were generally poorly sorted, while the fine grained sands and silt layers were generally well sorted. The native sands and silts were water-bearing and generally exhibited oxidation staining to depths ranging from 22 to 28 feet BGS. Boring logs for the four locations investigated during the first phase are included in Appendix A.

2.3.2 Hydrogeology

Groundwater was generally encountered between 15 and 17 feet BGS during the first phase of investigation. Temporary piezometers were installed in the soil boring locations SB-3 and SB-4 to monitor groundwater levels near the proposed railroad under crossing. Depth to water readings from

the surveyed top of casing elevations indicated groundwater at an elevation of 895.7 in SB-3 and 897.9 in SB-4, indicating groundwater flow away from adjacent Minnehaha Creek. The readings were taken in the month of June during high water levels in the Creek that may have influenced groundwater flow direction.

2.4 PHASE I SOIL SAMPLE ANALYSIS

Sample reports from the Phase I investigation show that there were no detections above laboratory reporting limits for VOCs, PCBs or pesticides. Some RCRA metals and PAHs were detected above laboratory reporting limits; however none were detected at levels above the Tier 1 Residential SRVs.

Though the concentrations of contaminants detected in Phase 1 were shown to be below the Tier 1 Residential SRVs, their presence indicated potential for contamination to exist at other locations along the proposed construction route. The Phase II investigation was an effort to provide additional analytical documentation for areas of the proposed pipe route between the locations investigated in the first phase.

3.0 Phase II Investigation Results

3.1 PUSH PROBE SOIL BORINGS

Three push probes were advanced to depths of approximately 8 feet below grade in the locations indicated on Figure 2. During advancement of the push probe borings, soil was visually examined at four-foot intervals to determine native soil or fill type. Soil classification was performed in the field in accordance with ASTM Method D2488, Standard Practice for Description and Identification of Soils and soil boring logs of each boring location are included in Appendix B. Soils encountered were composed of silty sands and sand with some gravel. Decomposed asphalt material was also encountered in locations GP-2 and GP-3. Groundwater was not encountered in any of the locations. In general, conditions encountered were similar to those encountered in Phase I.

3.2 SAMPLING AND ANALYSIS

Soil samples were field screened continuously using a photoionization detector (PID) and the results recorded on the boring logs as shown in Appendix B. Soils displaying detections with the PID meter were sampled for laboratory analysis. One discrete sample was collected from each of the probe locations. Samples were sent to Pace Analytical Laboratory and analyzed for VOCs, PAHs, PCBs, total RCRA metals, and pesticides.

The laboratory sample results indicated no detections in any of the samples for VOCs, PCBs, and pesticides. Detections were observed for PCBs and RCRA metals in all three of the samples collected. However, there were no parameters detected at concentrations exceeding the Tier 1 Residential Soil Reference Values. Benzo(a)pyrene (BaP) equivalents were also calculated for PAH parameters listed in Table 8.2 of the MPCA guidance document, *Draft Guidelines: Risk-Based Guidance For The Soil-Human Health Pathway, Volume 2. Technical Support Document, MPCA 1999*, using the calculation worksheet available from the MPCA website. There were no BaP equivalents calculated above the Tier 1 limits for BaP equivalents. The parameters detections and BaP equivalent results are summarized on Table 1. The laboratory results report from Pace Analytical is included in Appendix C.

3.3 GROUNDWATER ELEVATION READINGS

Groundwater elevation readings were attempted at two existing piezometers at Phase I soil boring locations SB-3 and SB-4. However, it was found that the piezometer at SB-3 had been covered by a pile of aggregate being used for a nearby construction project and no water level could be taken. The most recent water level reading taken from the piezometer at SB-4 was collected on September 26, 2014. Water was measured at an elevation of 896.8 feet, which is approximately two feet lower than the previous elevation of 898.8 feet measured on June 24, 2014. It is anticipated that the water level in SB-3 has gone down in elevation by a similar amount since June. However, because no readings were available from the SB-3 piezometer, no comparison of groundwater flow direction could be made.

4.0 Risk Evaluation

The analytical results of soil samples collected from the site during both the Phase I and Phase II investigations indicate that the soils in the proposed excavation areas do not contain contaminants in concentrations exceeding the Tier 1 Residential Soil Reference Values. Therefore, these soils should pose no significant risk to human health during or following the proposed construction activities.

MCWD proposes to use the excavation spoils to backfill the excavated areas of the Site once utilities have been installed. Any excess fill will be exported to a landfill under an approved Special Waste Profile for Disposal of Non- Hazardous Waste. Should areas of suspected significant contamination be encountered during the project, the MPCA will be notified and appropriate mitigation actions will be determined.

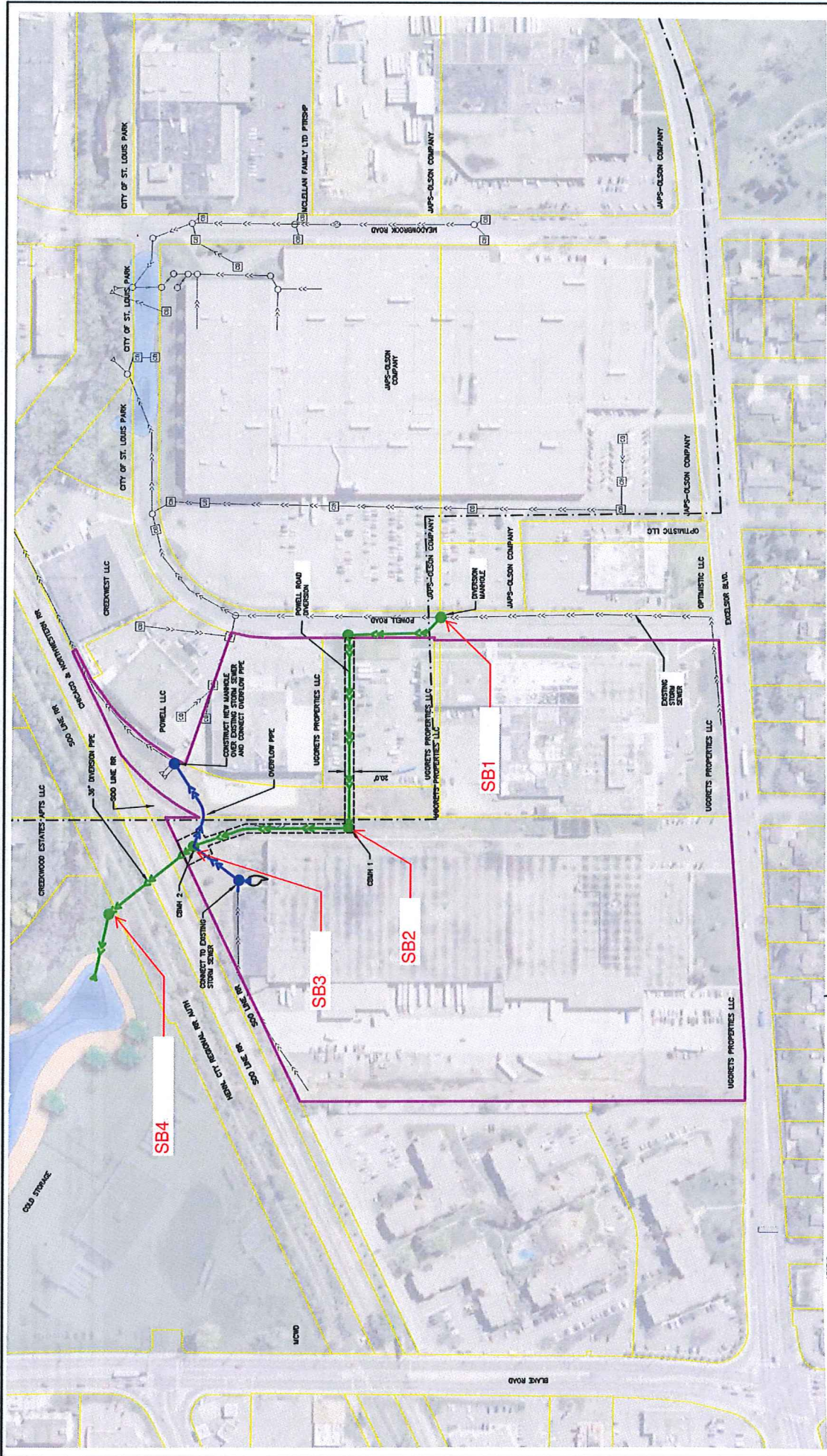
Tables

Table 1

Powell Diversion Route
Phase II Soil Sample Parameter Detection Summary

		GP-1		GP-2		GP-3	
		9/3/2014		9/3/2014		9/3/2014	
Method	Parameter	Units	T1 Res 08	Value	Value	Value	Value
Metals							
7471B	Mercury	µg/kg	500	51	<RL	<RL	21
6010C	Arsenic	µg/kg	9000	1300	<RL	<RL	<RL
6010C	Barium	µg/kg	1100000	51000	32800	38300	38300
6010C	Cadmium	µg/kg	25000	240	<RL	<RL	<RL
6010C	Chromium	µg/kg	44000	15800	10200	7400	7400
6010C	Lead	µg/kg	300000	24300	9200	12700	12700
6010C	Selenium	µg/kg	160000	<RL	<RL	<RL	<RL
6010C	Silver	µg/kg	160000	<RL	<RL	<RL	<RL
PAHs							
8270C-SIM	Anthracene	µg/kg	7880000	272	323	255	255
8270C-SIM	Acenaphthene	µg/kg	1200000	130	<RL	<RL	<RL
8270C-SIM	Acenaphthylene	µg/kg		38.7	412	230	230
8270C-SIM	Benzo(a)anthracene	µg/kg		806	411	659	659
8270C-SIM	Benzo(a)pyrene	µg/kg	2000	924	750	955	955
8270C-SIM	Benzo(b)fluoranthene	µg/kg		1300	966	1070	1070
8270C-SIM	Benzo(g,h,i)perylene	µg/kg		993	966	799	799
8270C-SIM	Benzo(k)fluoranthene	µg/kg		423	280	374	374
8270C-SIM	Chrysene	µg/kg		1060	592	814	814
8270C-SIM	Dibenz(a,h)anthracene	µg/kg		163	159	171	171
8270C-SIM	Fluoranthene	µg/kg	1080000	1820	593	835	835
8270C-SIM	Fluorene	µg/kg	850000	141	<RL	63.2	63.2
8270C-SIM	Indeno(1,2,3-cd)pyrene	µg/kg		657	543	568	568
8270C-SIM	Naphthalene	µg/kg	10000	121	<RL	<RL	<RL
8270C-SIM	Phenanthrene	µg/kg		1240	189	347	347
8270C-SIM	Pyrene	µg/kg	890000	1650	759	1010	1010
	BaP Equivalent	mg/kg	2	1.3	1.1	1.3	1.3

Figures



LEGEND

- EXISTING COURTESY
- CITY BOUNDARY LINES
- EXISTING STORM SEWER
- DIVERSION FOR REGIONAL TREATMENT
- LOCAL MANHOLE IMPROVEMENT AND DIVERSION
- UDORIS PROPERTY LLC

SCALE

1" = 200'

0 100 200
FOOT SCALE IN FEET

REVISION

NO.	REVISION DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR APPROVAL	12/23/13	JMS	JMS

DATE: JULY 2013 **REV. NO.:** _____

SEAL

MINNEHAHA CREEK WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

WENCK
Environmental Engineering
750-39-1000
1000 N. PARK, SUITE 2000

PROJECT TITLE: POWELL ROAD STORMWATER DIVERSION PROJECT

PRIME CONSULTANT: WENCK

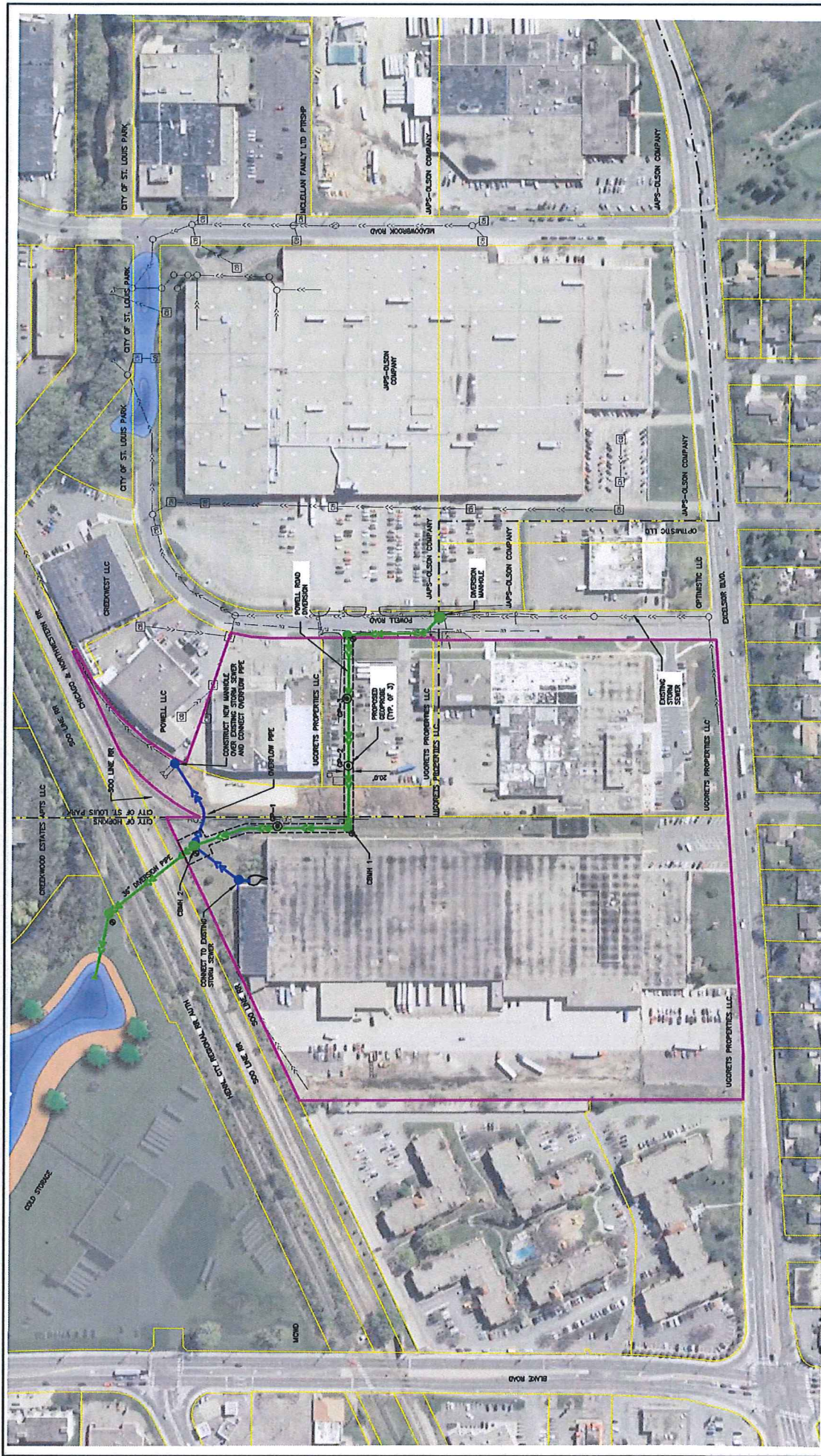
SHEET TITLE: PROPOSED LAYOUT

DATE: 12/23/13 **BY:** JMS **CHECKED:** JMS

PROJECT NO.: 0165-5087 **SHEET NO.:** AS SHOWN

SCALE: AS SHOWN

FIGURE: 1



LEGEND

- EXISTING CONTOURS
- CITY BOUNDARY LINES
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- LOCAL DRAINAGE IMPROVEMENT AND DIVERSION
- Ucorets Properties LLC
- EXISTING SOIL BORINGS
- PROPOSED CEPTRORE

SCALE

GRAPHIC SCALE IN FEET

0 20 40

REVISION

REV	REVISION DESCRIPTION	DATE	APP	REV DATE
1	ISSUED FOR APPROVAL	JAN 17	JT	12/23/13

DATE 12/23/2013 **REV. NO.** _____

SEAL

REGISTERED PROFESSIONAL ENGINEER
 STATE OF MINNESOTA
 DATE 12/23/2013

PROJECT TITLE Ucorets Soils Investigation

PROJECT NO. 0185-5907

CLIENT MINNEHAHA CREEK
 COUNTY OF WATER QUALITY DISTRICT

DATE DEC. 2013

SCALE AS SHOWN

SHEET NO. 1

REV. NO. 1

Figure 2