

Appendix D:

Water Resources Related Agreements

City of White Bear Lake
Surface Water Management Plan

JOINT POWERS AGREEMENT TO PROTECT AND MANAGE THE VADNAIS LAKE AREA WATERSHED

THIS AGREEMENT, made and entered into as of the last date of execution, by and between the participating units of local government of the Cities of Gem Lake, Lino Lakes, North Oaks, Vadnais Heights, and White Bear Lake and the Township of White Bear, hereafter referred to as “Members” and individually as “Member”, agree to continue the Vadnais Lake Area Water Management Organization, as a public agency.

SECTION I GENERAL PURPOSE

The Vadnais Lake Area Water Management Organization (VLAWMO), created pursuant to Minnesota Statutes, Section 471.59, is dependent upon the sincere desire of each Member to work cooperatively to meet the requirements of the Metropolitan Surface Water Management statute, Minnesota Statutes, Section 103B.201 et seq. (and Chapter 103D - Watershed Law), hereafter collectively referred to as the “Act”.

It is the general purpose of the parties to this Agreement to establish an organization to:

- 1) Continue the Vadnais Lake Area Water Management Organization;
- 2) Develop and amend a water management plan; and
- 3) Operate appropriate programs including those to:
 - a) protect, preserve and use natural surface water and groundwater storage and retention systems;
 - b) minimize capital expenditures necessary to correct flooding and water quality problems;
 - c) identify and plan for means to effectively protect and improve surface and groundwater quality;
 - d) establish more uniform local policies and official controls for surface and groundwater management;
 - e) prevent erosion of soil into surface water systems;
 - f) promote groundwater conservation and recharge; and
 - g) protect and enhance fish and wildlife habitat and water recreational facilities and secure other benefits associated with the proper management of surface and groundwater, and be in accordance with the Act.

SECTION II VADNAIS LAKE AREA WATERSHED

VLAWMO shall manage a watershed area in northern Ramsey County and southeastern Anoka County shown on the map set forth on Appendix A.

SECTION III DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings as defined in this Section.

“Agreement” – This Agreement pursuant to Minnesota Statutes, Section 471.59 reconstituting the Vadnais Lake Area Water Management Organization (VLAWMO).

“Area” – The boundaries of the Vadnais Lake Area Watershed as set forth on the map set forth on Appendix A and hereafter referred to as the “Area”.

“Board of Directors” or “Board” – The governing board of VLAWMO consisting of one elected official from each of the Members which are parties to this Agreement.

“Capital Improvement Program” – An itemized program for at least a five-year prospective period, and any amendments to it, subject to at least biennial review, setting forth the schedule, timing, and details of specific contemplated capital improvements by year, together with their estimated cost, the need for each improvement, financial sources, and the financial effect that the improvements will have on the local government unit or watershed management organization.

“City Council or Town Board” – The governing body of a governmental unit which is a Member to this Agreement.

“City Staff” – Persons hired by units of local government whether as an employee or an independent contractor.

“Commissioner” – A person appointed by each Member to the Technical Commission.

“Comprehensive Plan” or “comprehensive plan” – The meaning given it in Minnesota Statutes, Section 473.852, Subdivision 5.

“Director” – An elected official appointed by each Member as a representative to the Board of Directors.

“Governmental Unit” – Any city, town, township, county, school district, or other political subdivision or an “instrumentality of a governmental unit” as described in Minnesota Statutes, Section 471.59, Subdivision 1.

“Local Government Unit” – Cities, counties and towns, not including school districts, as described in Minnesota Statutes, Section 473.852, Subd. 7.

“Local Water Management Plan” - A plan adopted by the each of the members pursuant to Minnesota Statutes, Section 103B.235.

“Member” – Each local governmental unit that is a party to this Agreement.

“Technical Commission” – A commission composed of a technically skilled person appointed by each Member.

“Vadnais Lake Area Watershed” – The area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Vadnais Lake or as described in Appendix A.

“VLAWMO” – The abbreviated name of the organization created by this Agreement, the full name of which is the “Vadnais Lake Area Water Management Organization”.

“Watershed Management Plan” - A plan adopted by VLAWMO pursuant to Minnesota Statutes, Section 103B.231.

SECTION IV ORGANIZATION OF VLAWMO; RESPONSIBILITIES OF MEMBERS

Subdivision 1. Board of Directors. The governing body of the VLAWMO shall be its Board of Directors.

Subdivision 2. Appointment of Directors. Each Member shall appoint one representative, who must be an elected official, to the Board, and said representative shall be called a “Director”. The appointment process shall follow Minnesota Statutes, Section 103B.227, Subdivisions 1 and 2.

Subdivision 3. Term of Office. Each Director shall serve at the will and consent of the Member making the appointment and for a three-year term of office as follows:

- 1) The Directors appointed by the Cities of Lino Lakes and White Bear Lake and the Township of White Bear shall be appointed for three-year terms, the beginning date of which was January 1, 2013 and every three years thereafter.
- 2) The Directors appointed by the Cities of North Oaks, Gem Lake and Vadnais Heights shall be appointed for a term of three years, the beginning date of which is January 1, 2014 and every three years thereafter.

The term of office of each Director shall commence from the date of their appointment and will continue until their successors are selected. A Directors appointed to fill a vacancy shall serve out the remainder of the term of the Director the person succeeded.

Subdivision 4. Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Director appointment. Eligible appointees must be elected officials and compliant with Minnesota Statutes, Section 103B.227, which, among other things, provides that local units of government staff may not serve as a Director.

Subdivision 5. Record of Appointment. Each governmental unit shall, within thirty (30) days following the appointment of a Director or Successor Director, file a written notice of such appointment with the Secretary-Treasurer of the Board.

Subdivision 6. Appointment of Alternate Director. One Alternate Director shall be appointed by each of the Members to this Agreement. The Alternate may attend the meetings of the Board of Directors, but only the appointed Director, or the Alternate Director in the absence of the Director, shall be allowed to vote on any matters before the Board.

Subdivision 7. Appointment of Technical Commission Representative. Each Member to this Agreement shall appoint one commissioner and may appoint one alternate to serve on the Technical Commission.

Subdivision 8. Compensation. Directors shall serve without compensation and without expense allowance from VLAWMO. A Director may be reimbursed for out-of-pocket expenses incurred on VLAWMO business with the approval of the Board. A Member may compensate its Director or Alternate for his/her service, in the discretion of the Member.

SECTION V ORGANIZATION OF THE BOARD OF DIRECTORS

Subdivision 1. Annual Meeting; Election of Officers. At a meeting of the Board held no later than April of each calendar year, also known as the Annual Meeting, the Board shall elect from among the Directors a Chair, Vice Chair, and a Secretary-Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs (“Officers”). An Alternate Director may not serve as an officer of VLAWMO.

Subdivision 2. Duties of Officers.

- 1) **The Chair** shall preside over meetings of the Board, and in the absence of the Chair, the Vice Chair shall perform this duty. In the absence of the Chair or Vice Chair, the Treasurer shall preside. The Chair shall retain all rights of a Director to speak, make motions and vote.
- 2) **The Vice Chair** shall preside at meetings when the Chair is absent and shall automatically be promoted to complete the annual term of the Chair if the then current Chair resigns or is removed from the Board.
- 3) **The Secretary-Treasurer** shall maintain a record of the proceedings of the Board, be responsible for the custody of the records of the Board, see that notices are duly given and complete such other duties as the Board may assign. The Secretary-Treasurer shall also be responsible for all monies of VLAWMO and shall periodically report the fiscal condition of VLAWMO to the Board. If the duties of the Secretary-Treasurer are delegated to a VLAWMO employee, the Secretary-Treasurer shall supervise the performance of those duties.

Subdivision 3. Quorum. A majority of the Members present shall constitute a quorum at all Board meetings. No business or decision may be made without a quorum.

Subdivision 4. Meetings. Regular meetings of the Board shall be held at least bi-monthly on a day and time selected by the Board. All meetings of the Board are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all Members,

provided to the public requesting this information, and follow notice requirements outlined in Minnesota Statutes, Section 13D.04. Meetings shall be conducted in accordance with rules adopted by the Board.

Subdivision 5. Voting. Each Director shall have one (1) vote in all matters, as follows:

- 1) approval of the proposed annual VLAWMO operating budget shall require approval of a simple majority of all Directors;
- 2) approval of capital improvement projects will require approval of two-thirds (2/3) of all Directors; and
- 3) approval of all others matters will be determined by a simple majority of Directors present and voting.

Subdivision 6. Committees. The Board may appoint such committees and subcommittees as it deems appropriate. At least one Board member shall be appointed as the Chairperson of each committee and all committees shall regularly report their activities to the Board.

Subdivision 7. Public Participation. The Board may appoint such committees and subcommittees composed of citizens as needed to provide for public participation and input in watershed activities and the responsibilities of VLAWMO. Such citizen committees shall be advisory.

SECTION VI RESPONSIBILITIES AND DUTIES OF THE BOARD OF DIRECTORS

Subdivision 1. Policies and Procedures. The Board shall adopt rules and regulations as it deems necessary to carry out its duties and the purpose of this Agreement. Such rules and regulations may be amended from time to time in either a regular or special meeting of the Board provided that notice of such proposed amendment has been given to each Director at least ten (10) days prior to the meeting at which the proposed amendment will be considered. These rules and regulations, after adoption, shall be recorded in the VLAWMO policy book.

Subdivision 2. Watershed Management Plan (Plan). The Board shall adopt a water management plan, as required by the Act. The Plan shall be subject to the appropriate governmental unit review as required by the Act.

Subdivision 3. Data. The Board, in order to give effect to the purposes of the Act may:

- 1) Acquire and record appropriate data within the Area; and
- 2) Establish and maintain devices for acquiring and recording hydrological or other data within the Vadnais Lake Area Watershed.

Subdivision 4. Local Studies. Each Member reserves the right to conduct separate or concurrent studies on any matter under study by VLAWMO. The Member shall make every effort to coordinate its studies with the VLAWMO in order to maximize the use of resources.

Subdivision 5. Transfer of Drainage System. VLAWMO shall have the authority of a watershed district under Minnesota Statutes, Chapter 103B, Chapter 103E, and other applicable law to accept the transfer of drainage systems in the watershed, to repair, improve, and maintain the transferred drainage systems, and to construct all new drainage systems and improvements of existing drainage systems in the watershed. All such activities and projects shall be carried out in accordance with the powers and procedures set forth in Minnesota Statutes, Chapters 103B and other applicable law, and must be in conformance with the Watershed Management Plan adopted pursuant to Minnesota Statutes, Chapters 103A through 103H.

Subdivision 6. Capital Improvement. Each Member agrees to contribute its proportionate share of all approved capital improvement expenditures, which includes engineering, planning, legal and administrative costs, based on the benefit to be received by each Member or other entity from the improvement or management project. The Board shall submit, in writing, a statement to each Member or other entity, setting forth in detail the expenses incurred by VLAWMO for each project.

Capital improvement projects may be initiated either by: (1) recommendation of the VLAWMO Board to the governmental unit(s) affected; or (2) petition to the Board by the affected governmental unit. In either case, and after study and approval by two-thirds (2/3) of the Directors, the Board shall provide the affected governmental units with estimated costs and a description of the benefits to be realized by those affected and the costs to be borne based on benefit.

Subdivision 7. Water Conveyances. The Board may order any local governmental unit to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, water course, natural or artificial, that affects the Vadnais Lakes Area Watershed in accordance with its adopted plans.

Subdivision 8. Watershed Operations. The Board may order any local government unit to acquire, operate, construct or maintain dams, dikes, reservoirs and appurtenant works in accordance with adopted plans.

Subdivision 9. Storm and Surface Waters. The Board shall regulate, conserve and control the use of storm and surface water within the Vadnais Lakes Area Watershed pursuant to its Watershed Management Plan.

Subdivision 10. Entrance upon Land. To the extent permitted by Minnesota Statutes, the Board or its designated representatives may enter upon lands within or outside the Vadnais Lakes Area Watershed to make surveys and investigations to accomplish the purposes of VLAWMO and the Act.

Subdivision 11. Legal and Technical Assistance. The Board may obtain and provide legal and technical assistance in connection with its on-going operations and projects, as well as in matters of litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board or agency relating to the planning or construction of facilities to drain or pond storm waters within the Area.

Subdivision 12. Permits. VLAWMO shall cooperate with appropriate local, state, and federal agencies in obtaining required permits and shall review permits issued by local units of government to accomplish the purposes identified in Section I of this Agreement.

Subdivision 13. Office. VLAWMO shall maintain an office within the Area. All notices to VLAWMO shall be mailed or delivered to such office.

Subdivision 14. Insurance. VLAWMO may contract for or purchase such insurance as the Board deems necessary for its protection.

Subdivision 15. Financial Records. The Board shall maintain the books and accounts of VLAWMO consistent with generally accepted accounting principles and provide the separate accounting of operations and capital improvement projects.

Subdivision 16. Audit. The Board shall annually cause an independent certified audit of the books and accounts of VLAWMO.

Subdivision 17. Claims. To the extent required by Minnesota Statutes, VLAWMO shall be responsible for damages caused by it. All Minnesota Statutes governing notices of claims and limits on municipal liability shall be applicable to VLAWMO. To the extent permitted by Minnesota Statutes, VLAWMO shall be treated as a single municipal entity for municipal liability purposes.

Subdivision 18. Employees. The Board may employ or subcontract to persons or entities to fulfill defined responsibilities of VLAWMO with the approval of a majority of the Board.

Subdivision 19. Contracts. The Board may make such contracts and enter into such agreements as necessary to fulfill its obligations under this Agreement. Any such contract or agreement shall be in accordance with the Uniform Municipal Contracting Law, Minnesota Statutes, Section 471.345, the Joint Powers Act, Minnesota Statutes, Section 471.59, and other applicable laws.

Subdivision 20. Annual Report to Members. The Board shall make and file a report to all of the Members at least once each year including the following information:

- 1) the financial condition of VLAWMO;
- 2) the status of all VLAWMO projects and work; and
- 3) the business transacted by VLAWMO and other matters which affect the interests of VLAWMO.

Copies of said report shall be transmitted to the administrator of each Member.

Subdivision 21. Records. VLAWMO's books, reports and records shall be available for and open to inspection at reasonable times.

Subdivision 22. Other Powers. The Board may exercise such other powers necessary and incidental to the implementation of the purposes set forth herein as authorized by the Members.

Subdivision 23. Amendments to this Agreement. The Board may recommend changes in this Agreement to the Members. This Agreement may be amended only by the Agreement of each of its members.

SECTION VII RESPONSIBILITIES AND DUTIES OF TECHNICAL COMMISSION

Subdivision 1. Duties and Responsibilities. The Board shall establish a Technical Commission (Commission) that will provide technical expertise for the planning and operation of VLAWMO programs and projects. This Commission through the VLAWMO Administrator and other VLAWMO employees shall administer the day-to-day operations of VLAWMO. The VLAWMO Administrator shall serve as a non-voting member of the Commission. Each Member shall appoint a representative, who will be known as Commissioner, and an alternate to the Commission.

Subdivision 2. Eligibility to Serve. Each Member shall determine the eligibility or qualification standards for its Commission appointment, following guidelines promulgated by the Board.

Subdivision 3. Technical Commission Officers. The Board shall annually appoint a Chair from among the Commissioners. At the first meeting of the Commission each calendar year, the Commission shall elect from among the Commissioners a Vice Chair and Secretary, and such other officers as it deems necessary to conduct its meetings and affairs. An Alternate Commissioner may not serve as an officer of the Commission.

Subdivision 4. Meetings. Regular monthly meetings of the Commission shall be held on a day and time selected by the Commissioners. All meetings of the Commission are subject to the Minnesota Open Meeting Law. Notice of the time and place of each meeting shall be sent to all commissioners, and provided to the public requesting this information, and follow notice requirements outlined in Minnesota Statutes, Section 13D.04. Meetings shall be conducted in accordance with the latest version of Roberts Rules of Order. Each Commissioner shall have one vote.

A majority of the Commissioners present shall constitute a quorum at all Commission meetings. In the absence of a quorum, a scheduled meeting shall be opened, re-scheduled and adjourned.

Subdivision 5. Watershed Management Plan (Plan). The Commission shall prepare and/or update a water management plan, as required by the Act. The Plan, either a new one or an updated one, shall be recommended to the Board of Directors for approval. The Plan shall be compliant with Minnesota Statutes, Ch. 103B as it may be amended and applicable Minnesota Rules. The Plan shall be subject to the appropriate governmental unit review as required by the Act.

Subdivision 6. Local Water Management Plan. After the adoption of a new or revised watershed management plan, each Member and any other local government unit within the Area shall review its local water management plan for changes needed for it to be consistent with the new or revised Watershed Management Plan. Each local water management plan shall include shall be consistent with state law. After consideration, but before adoption of a new or revised local water management plan by the governmental unit, each Member or any other governmental

units in the Area shall submit its water management plan to the Board. The Board shall within sixty (60) days approve or disapprove the plan or parts thereof. If the Board fails to complete its review within the prescribed period, and unless an extension is agreed to by the Member or other local governmental unit, the local plan shall be deemed approved consistent with applicable state laws.

Subdivision 7. Appeals of Decisions and Recommendations of the Commission. Members shall comply with Commission's determinations as to the force and effect of the Watershed Management Plan, the Local Water Management Plans and any cost allocations for improvements initiated pursuant to these plans.

Any governmental unit which disputes a determination of the Commission as to force and effect of the Watershed Management Plan, any Local Water Management Plan, or the cost allocations for improvements, initiated pursuant to these plans, may appeal the recommendation or decision to the Board within thirty (30) days of receipt of such written notice of such determination.

Should the appeal not be completed to the satisfaction of all parties, a party may submit the dispute to arbitration. Arbitration shall be conducted in the following manner:

- 1) A governmental unit shall have thirty (30) days from receipt of the written decision on the appeal by the Board to submit a dispute to arbitration by giving written notice to an officer of the Board;
- 2) The Board of Arbitration shall consist of three Members, one appointed by the governmental unit initiating the arbitration, one appointed by the Board and one appointed by the Chief Administrative Law Judge of the State of Minnesota, if willing to do so and if not, by the Chief Judge of the Ramsey County District Court. The third member so appointed shall preside at the arbitration hearing;
- 3) The arbitration cost of the neutral arbitrator shall be divided equally between VLAWMO and the government unit initiating the arbitration; and
- 4) Arbitration shall be conducted in accordance with the Uniform Arbitration Act (Minnesota Statutes, Chapter 572), except as modified above.

Subdivision 8. Other Duties. The Commission shall exercise such other duties necessary and incidental to the implementation of the purposes set forth herein as authorized by the Board.

SECTION VIII FINANCING VLAWMO

Subdivision 1. Annual Operating Budget. On or before September 1st of each year, the Board shall prepare a proposed annual operating budget for the following calendar year. The budget shall provide funds to operate VLAWMO for the next calendar year. The proposed operating budget and the sources for these funds shall be recommended for approval to the Members.

The annual operating budget may be funded by one or more of the following:

- 1) An authorized special tax levy authorized by the State of Minnesota for an amount approved by the Members;
- 2) VLAWMO operates Storm Water Utility authorized by the State of Minnesota and approved by the Members;
- 3) Annual payment from each governmental unit party to this agreement and other entities based on an annual assessment as determined in Subdivision 2 in this Section; and
- 4) Service fees, grants, interest or other funding sources as available.

Each Member shall pay its annual assessment in the following manner:

- 1) The entire amount shall be due by January 31st of the year due; or
- 2) One-half (1/2) of each Members entire amount shall be due by January 31 of the year due and the second one-half (1/2) of the entire amount shall be due by August 31 of the year due.

Failure to pay the required amounts by the due dates will cause a one percent (1%) per month service fee to be added to the unpaid amount due.

Subdivision 2. Budget Meeting and Approval. The proposed annual Operating and Capital Improvement budget for the next calendar year shall be prepared by September 1 each calendar year.

Subdivision 3. Annual Assessment for Services.

The annual contribution of each Member or other entity shall be calculated upon the following formula:

- 1) Forty percent (40%) based upon the assessed valuation of all real property of each governmental unit within the Area;
- 2) Forty percent (40%) based upon the total area of the property within each governmental unit with the Area; and
- 3) Twenty percent (20%) based upon the population of each governmental unit within the Area.

Subdivision 4. Capital Improvement Projects Program and Funding. On or before July 1 of each year the Board shall prepare a capital improvements program and budget for projects to be started or completed in the following year as described in the Water Plan. Each proposed project shall be described and its estimated cost and time for completion shall be provided. Only projects described in the Watershed Management Plan or its amendments may be included in the capital improvement budget. Funding in the capital improvement budget shall be calculated as follows:

- 1) If money raised by the Special tax levies to be used for Capital Projects, the Members shall be provided the opportunity to review and approve the amount of the tax levy that will be

used for Capital Projects within sixty (60) days of receipt of the Board's Capital Improvement Budget;

- 2) If a capital project is to be funded wholly or in part by one or more governmental unit(s), they will be provided the opportunity to review and approve or disapprove the capital improvement budget within sixty (60) days of receipt of the Board's Capital Improvement Budget; and
- 3) If service fees, grants, interest or other funding sources are available the source and amounts of such funds shall be shown.

If the capital improvement budget is approved, as provided above, each governmental unit shall contribute its budgeted share of the cost of constructing said capital improvement projects.

Subdivision 5. Governmental Unit Financing. Members may establish a watershed management tax district in the Area for the purpose of paying costs of the engineering and planning required to develop a watershed management plan for the Area. After the plan is adopted and approved, a tax district may be established for the purpose of paying capital costs of projects described in the plan (including normal and routine maintenance of projects). If required, the tax district shall be established by ordinance adopted after a hearing by a local government unit, following provisions of Minnesota Statutes, Chapter 103B.

Subdivision 6. Reserve Funds. The Board may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Board not currently needed for its operations in the manner and subject to the laws of Minnesota applicable to statutory cities. Any and all reserve funds must be clearly indicated on the annual financial audit provided to the Members.

Subdivision 7. Gifts; Grants; Loans. VLAWMO may, within the scope of this Agreement, accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization or any person or entity for the purposes described herein; may enter into any reasonable agreement required in connection therewith, shall comply with any laws or regulations applicable thereto, and may hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement related thereto.

Subdivision 8. Disbursements. All VLAWMO disbursements shall be sent to the Secretary-Treasurer of the Board and the finance officer of the Technical Commission for review. Checks issued by VLAWMO shall have two signatures. Officers and the VLAWMO Administrator may be authorized to sign checks. An Officers bond shall be maintained by VLAWMO in the amount of at least \$10,000. VLAWMO will be responsible for paying the premium on said bond.

SECTION IX DURATION OF THIS JOINT POWERS AGREEMENT

Subdivision 1. Duration of Agreement. Each Member agrees to be bound by the terms of this Agreement until December 31, 2026, and that it may be continued thereafter at the option of the Members. This Agreement shall be in full force and effect upon the filing of certified copy of the resolution approving said Agreement by each governmental unit.

Subdivision 2. Termination of Agreement. This agreement may be terminated prior to January 1, 2025, by the unanimous consent of the parties. If the agreement is to be terminated, a notice of the intent to dissolve the VLAWMO shall be sent to the Board of Water and Soil Resources and to Ramsey and Anoka Counties at least 90 days prior to the date of dissolution.

Subdivision 3. Dissolution. In addition to the manner provided in Subdivision 2 for termination, any member may petition the Board of Directors to dissolve the agreement. Upon 90 days' notice in writing to the clerk of each member governmental unit and to the Board of Water and Soil Resources and to Anoka and Ramsey County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Board members, the Board may by Resolution recommend that the VLAWMO be dissolved. Said Resolution shall be submitted to each member governmental unit and if ratified by three-fourths of the councils of all eligible members within 60 days, said Board shall dissolve the VLAWMO allowing a reasonable time to complete work in progress and to dispose of personal property owned by the VLAWMO.

Subdivision 4. Assets. Upon a set of findings and order for dissolution of VLAWMO by the State Board of Water and Soil Resources, all property of VLAWMO shall be transferred, either jointly or severally, to the governmental units of VLAWMO. Such transfer of VLAWMO assets may be made in proportion the total contribution of each Member as required by the last annual operating budget.

The transfer of real estate property of VLAWMO pursuant to this section shall not affect the benefits or damages for any improvement previously constructed by VLAWMO before dissolution. The real estate property affected shall remain liable for its proper share of any outstanding indebtedness of VLAWMO applying to the property before the dissolution, and levies assessment for the indebtedness continue in force until the debt is paid off.

SECTION XI EFFECTIVE DATE

Subdivision 1. Adoption of Agreement. This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all six members. Said resolution shall be filed with the Chair of the existing VLAWMO who shall notify all members in writing of its effective date and shall set the date for the next meeting to be conducted under this amended Joint Powers Agreement.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes, Sections 103B. 211 and 471.59.

CITY OF GEM LAKE

By _____
Mayor

Dated ___/___/___

Attest _____

CITY OF LINO LAKES

By _____
Mayor

[Handwritten Signature]
City Clerk

Dated ___/___/___

Attest _____
City Clerk

[Handwritten Signature]
City Clerk

CITY OF NORTH OAKS

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

By _____
Mayor

Dated ___/___/___

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

By _____
Chair

Dated ___/___/___

Attest _____
City Clerk

(VLAWMOJPA2007)

CITY OF GEM LAKE

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated 8/12/2016

By *Mick Egan*
Mayor

Attest *[Signature]*
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated ___ / ___ / ___

By _____
Chair

Attest _____
City Clerk

(VLAWMOJPA2007)

CITY OF GEM LAKE

Dated ___/___/___

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated ___/___/___

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

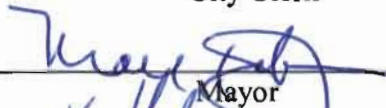
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By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated 6/1/16

By 
Mayor

Attest 
City Clerk

CITY OF WHITE BEAR LAKE

Dated ___/___/___

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated ___/___/___

By _____
Chair

Attest _____
City Clerk

(VLAWMOJPA2007)

CITY OF GEM LAKE

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By _____
Mayor

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City Clerk

CITY OF LINO LAKES

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By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated 6/23/16

By Jo Emerson
Mayor

Attest Kara Causter
City Clerk

WHITE BEAR TOWNSHIP

Dated ___ / ___ / ___

By _____
Chair

Attest _____
City Clerk

(VLAWMOJPA2007)

CITY OF GEM LAKE

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF LINO LAKES

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF NORTH OAKS

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF VADNAIS HEIGHTS

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

CITY OF WHITE BEAR LAKE

Dated ___ / ___ / ___

By _____
Mayor

Attest _____
City Clerk

WHITE BEAR TOWNSHIP

Dated 6 / 10 / 16

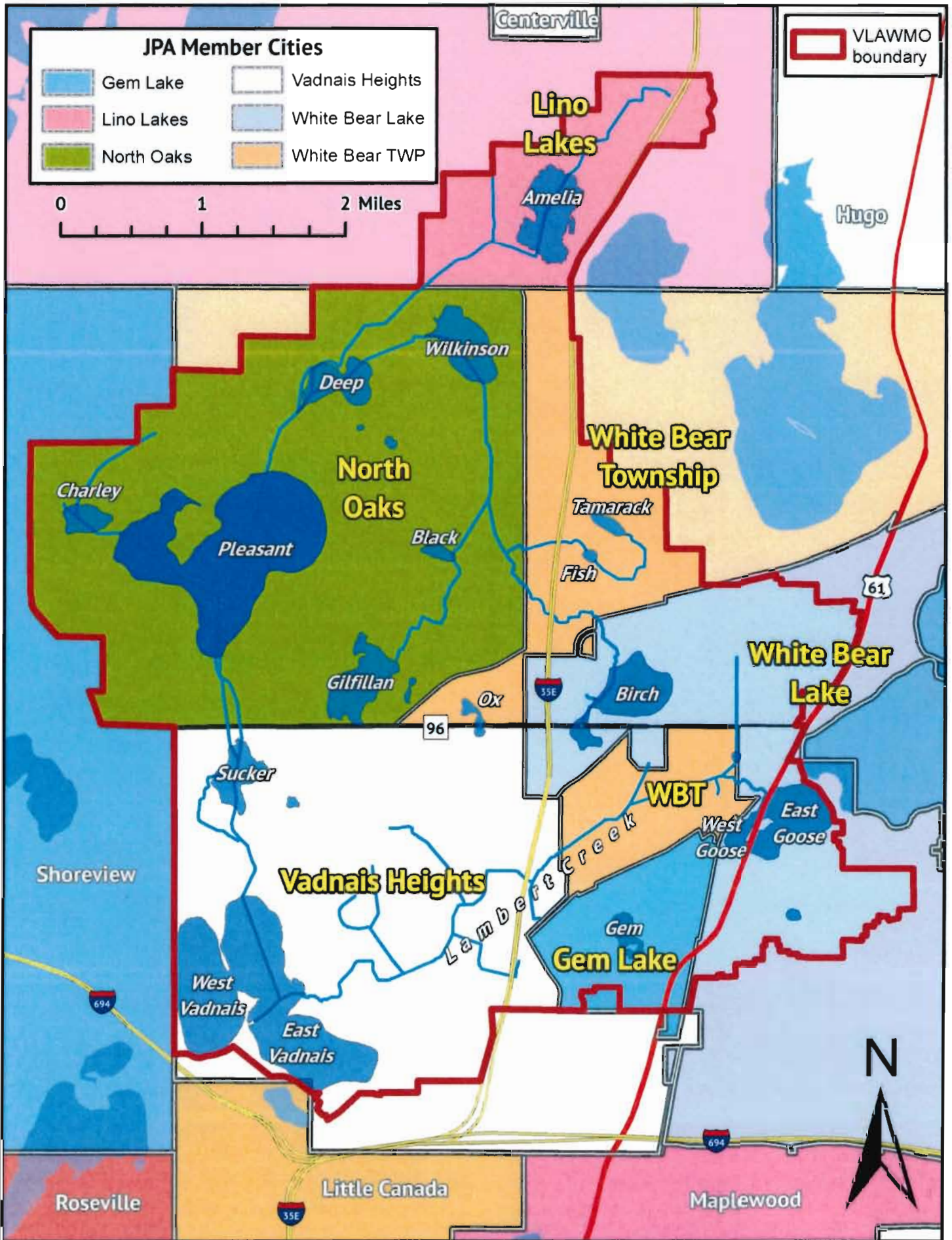
By Robert J. Kerner
Chair

Attest [Signature]
Town City Clerk

(VLAWMOJPA2007)

Appendix A

Map of the Vadnais Lake Area Water Management Organization



REQUEST FOR SIGNATURE FORM

Request for Signature	County Manager
1. Type of document	Cooperative Agreement
2. Aspen PO, contract or document number	PW2019-14
3. Original contract number	
4. Contractor or grantor name	VLAWMO, White Bear Lake and BLID
5. Contractor Aspen ID # and CERT SVN and/or DUN #	
6. Requesting business unit	PUBW
Additional business unit	
7. Authority (required - DO NOT leave blank)	Admin Code:
	Resolution Number: B2020-071
8. Program/project/service/grant name	
9. Brief description of goods, services or grant duties (will be used for the County Board monthly contract report)	Construction and Maintenance Agreement for Stormwater Treatment Facility located on Otter Lake Road and 4th Street
10. Original contract start date	
11. Original contract end date	
12. Amendment number and amendment start date	
13. Amendment end date	
14. Contract type	Fixed Price
15. Original contract amount	\$ 10,000.00
16. Previous amendment(s) total	
17. Amendment amount	
18. New total contract value	\$ 10,000.00
19. Funding string	2020 17305 550480 00000 443201 P033370
Funding source	
20. Revenue agreement budgeted amount	
21. County contact and phone number	Molly Churchich 651-266-7159
22. Signatures	
Department Preparer	Tina Westling Date: 10/20/2020
Department Director	<i>Ted Schoenecker</i> Date: 10/16/20
Finance Analyst	Melody Santana-marty Date: 10/22/20
Attorney	<i>James A. Moynihan</i> Date: Oct. 21, 2020

REVIEWED
By TONY LUTGEN at 11:12 am, Oct 20, 2020

**RAMSEY COUNTY
CONSTRUCTION AND MAINTENANCE AGREEMENT
WITH THE VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION, CITY OF
WHITE BEAR LAKE, AND BIRCH LAKE IMPROVEMENT DISTRICT FOR
Construction of Stormwater Treatment Facility
on Otter Lake Road and 4th Street**

Total Project Cost: \$111,292.25
VLAWMO Cost: \$ 81,192.25
City of White Bear Lake Cost: \$20,000.00
Ramsey County Cost: \$10,000.00
BLID Cost: \$100.00

Attachments:
A – Project Location Map
B – Parcel Exhibit
C – Birch Lake Pump Site No. 8
Description
D – Engineer’s Estimate
E – Storm Sewer Ownership
F – Inspection and Maintenance
Plan

This Construction and Maintenance Agreement (“Agreement”) is by and among Vadnais Lake Area Water Management Organization (“VLAWMO”), Birch Lake Improvement District (“BLID”), the City of White Bear Lake, a municipal corporation (“City”), and Ramsey County, a political subdivision of the State of Minnesota, (“County”) for the construction of a stormwater treatment facility northeasterly of Otter Lake Road and 4th Street in White Bear Lake, MN (“Project”). The VLAWMO, BLID, City, and County may hereinafter be referred to individually as a “Stakeholder” or collectively as the “Stakeholders.”

RECITALS

1. The Project is located on the northeast quadrant of Otter Lake Road and 4th Street as shown in Attachment A.
2. The Project is identified in the Vadnais Lake Area Water Management Organization’s Comprehensive Watershed Management Plan 2017-2026, Section 4.3.
3. Otter Lake Road, in the area affected by construction, is designated County State Aid Highway (CSAH) 60.
4. The Project has been designated by the Minnesota Board of Water & Soil Resources (BWSR) as eligible for Clean Water Funds (CWF) through the 2018 Competitive Grants Program.

5. The subject road segment is located within the City and within the boundaries of the VLAWMO.
6. The Project location receives stormwater from a total watershed of 85 acres, of which 95% is City and 5% is County contributing drainage area.
7. VLAWMO has convened meetings with the County, City, and BLID to identify Project cost participation and maintenance responsibilities.
8. VLAWMO has been awarded CWF grant funding of \$97,000 to cover engineering and construction costs for the Project.
9. Stakeholders agreed that Project construction costs will be split between VLAWMO, the City, and the County according to cost participation identified in this Agreement. The BLID will contribute a one-time payment of \$100.00 to the Project costs to establish stakeholder status.
10. Stakeholders agreed that the cost distribution for future routine and major maintenance is 85% City, 10% VLAWMO, and 5% County.
11. This Agreement has been prepared to establish the cost participation and responsibilities of the County, City, VLAWMO, and BLID for the Project construction, maintenance activities, and associated elements.

AGREEMENTS

1. Responsibility for Design Engineering
 - 1.1. VLAWMO shall prepare plans, specifications, and proposals and distribute these documents for review to the designated project representative from each Stakeholder.
2. Responsibility for the Easement Plan and Property Acquisition
 - 2.1. VLAWMO will prepare plans showing easements and other property interests required for construction of the Project and will provide copies to Stakeholders for their review.
 - 2.2. The City will manage and perform property acquisition services for PID 153022420114. The parcel is shown in Attachment B.
 - 2.3. The County will issue the VLAWMO a County Right-of-Way permit for access in perpetuity through the parcel on the northeast quadrant of Otter Lake Road and 4th Street. The parcel is shown as Attachment C Birch Lake Pump Site #8 Description Exhibit.

3. Procurement and Award of Contract

3.1. VLAWMO shall advertise and receive construction bids for the Project.

3.2. VLAWMO shall distribute a summary of construction bids received, and recommendation for contract award, to each of the Stakeholders for review and comment. VLAWMO shall consider comments from the Stakeholders and shall award the construction contract in accordance with applicable laws.

4. Responsibility for Construction Administration

4.1. VLAWMO shall administer the construction contract for the Project, including authorization to begin work, construction inspection, approval of change orders, certification of work completed and partial and final payments to the contractor.

5. Project Construction Costs

5.1. VLAWMO will assume costs for design engineering. The City, County, and BLID will contribute to construction costs as identified in this Agreement. VLAWMO will assume the remaining construction costs less the Stakeholders' contributions.

5.2. Design Engineering Costs

5.2.1. VLAWMO assume the costs for design engineering of the Project.

5.3. Property Acquisition and Easement Costs

5.3.1. Property acquisition costs including payment to owners, appraisal fees, and other related costs of acquiring property and easements for the Project will be shared by VLAWMO and the City in such amounts as VLAWMO and the City agree to outside of this Agreement.

5.4. Project Construction Contributions

5.4.1. The Stakeholders agree to contribute the following amounts to the construction of the Project ("Construction Contribution"). The Stakeholders shall make their contributions to VLAWMO as provided herein. VLAWMO shall be responsible for paying the contractor as part of administering the Project contract.

- BLID will contribute \$100.00.
- City will contribute \$20,000.00.
- County will contribute \$10,000.00.
- VLAWMO will contribute \$81,192.25.

5.4.2 The Project construction costs are shown in Attachment D Engineer's Estimate.

6. Payment Schedule

- 6.1. VLAWMO shall prepare and submit invoices to the Stakeholders for the total amount of their Construction Contribution at the time of contract award.
- 6.2. Stakeholders shall remit final payment of their Construction Contribution to VLAWMO within 30 days of receipt of the invoice.

7. Ownership and Maintenance Responsibility for Project Elements

- 7.1. VLAWMO shall be responsible for the inspection of the Project facility. Inspection activities and frequency of inspections are shown in Attachment F Inspection and Maintenance Plan. VLAWMO shall keep inspection records and provide a copy of the inspection records to the other Stakeholder representatives for review annually. The records shall also identify any needed routine maintenance or major maintenance work.
- 7.2. Routine maintenance of the Project facility is referenced in Attachment F Inspection and Maintenance Plans. The lead Stakeholder responsible for the identified routine maintenance activity shall estimate all costs associated with routine maintenance activities to be completed and distribute to each Stakeholder for review.
Eligible costs include contractor bids, inspection, maintenance or construction personnel, equipment, equipment rental, laboratory analysis, and materials. All Stakeholders required to contribute to maintenance costs shall agree upon the need for the identified routine maintenance work. The total cost of routine maintenance work shall be divided as follows: City 85%, VLAWMO 10%, and County 5%. The lead Stakeholder initiating the routine maintenance work shall prepare invoices according to this cost-share distribution and submit them to the remaining Stakeholders. The lead Stakeholder shall keep routine maintenance records and provide to other Stakeholders upon request.
- 7.3. Major maintenance work of the Project facility is referenced in Attachment F Inspection and Maintenance Plans. The Stakeholders shall coordinate major maintenance work for the Project facility. The Stakeholder identifying a major maintenance need shall convene a meeting of the remaining Stakeholders to discuss the effectiveness and operating condition of the Project facility. All Stakeholders required to contribute toward maintenance costs shall agree upon the need and scheduling for major maintenance work. The total cost of major maintenance work shall be divided as follows: City 85%, VLAWMO 10%, and County 5%. The lead Stakeholder initiating the major maintenance work shall prepare invoices according to this cost-share distribution and submit them to the

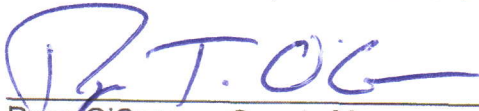
remaining Stakeholders. The lead Stakeholder shall keep major maintenance records and provide to other Stakeholders upon request.

- 7.4. Stakeholders who have received invoices shall remit payment to the lead Stakeholder within 30 days of receipt of the invoice.
- 7.5. The City and County shall own the Project elements, as identified in Attachment E Storm Sewer Ownership. The City and County, as the property owners, grant to each other and VLAWMO all necessary access to the Project facility and associated elements for performance of inspection and maintenance activity.
- 7.6. Stakeholders may update Attachment F Inspection and Maintenance Plan periodically. All Stakeholders shall approve of any changes.
- 7.7. In the event Otter Lake Road is turned back to the City, the County will no longer be a Project Stakeholder, and its ongoing obligations under this agreement shall discontinue, and shall be assumed by the City.
8. The City and the County grant VLAWMO temporary construction permits over all City and County owned rights-of-way and property within the limits of the Project for use during construction at no cost.
9. The City, County, and VLAWMO shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County, City, or VLAWMO of any statutory or common law immunities, limits, or exceptions on liability.
10. This Agreement, including the recitals and attachments which are incorporated herein, shall remain in full force and effect until the year 2045. No amendment to this Agreement is effective unless: (a) prior to completion of Project construction it is executed by the Stakeholders; or (b) after Project construction it is executed by the City, County, and VLAWMO.

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RAMSEY COUNTY, MINNESOTA


D dN



Ryan O'Connor, County Manager

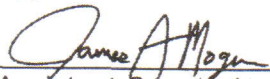
Date: 10/26/2020

Approval recommended:



Ted Schoenecker, Director
Public Works Department

Approved as to form:



Assistant County Attorney

VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION



Jim Lindner, Chair


Date: 8-26-20



Phil Belfiori, Administrator

Date: 8/26/20

CITY OF WHITE BEAR LAKE, MN



Jo Emerson, Mayor

Date: August 25, 2020



Ellen Hiniker, City Manager

Date: August 25, 2020

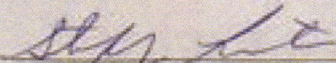
RECOMMENDED FOR APPROVAL:



Paul Kauppi, City Engineer

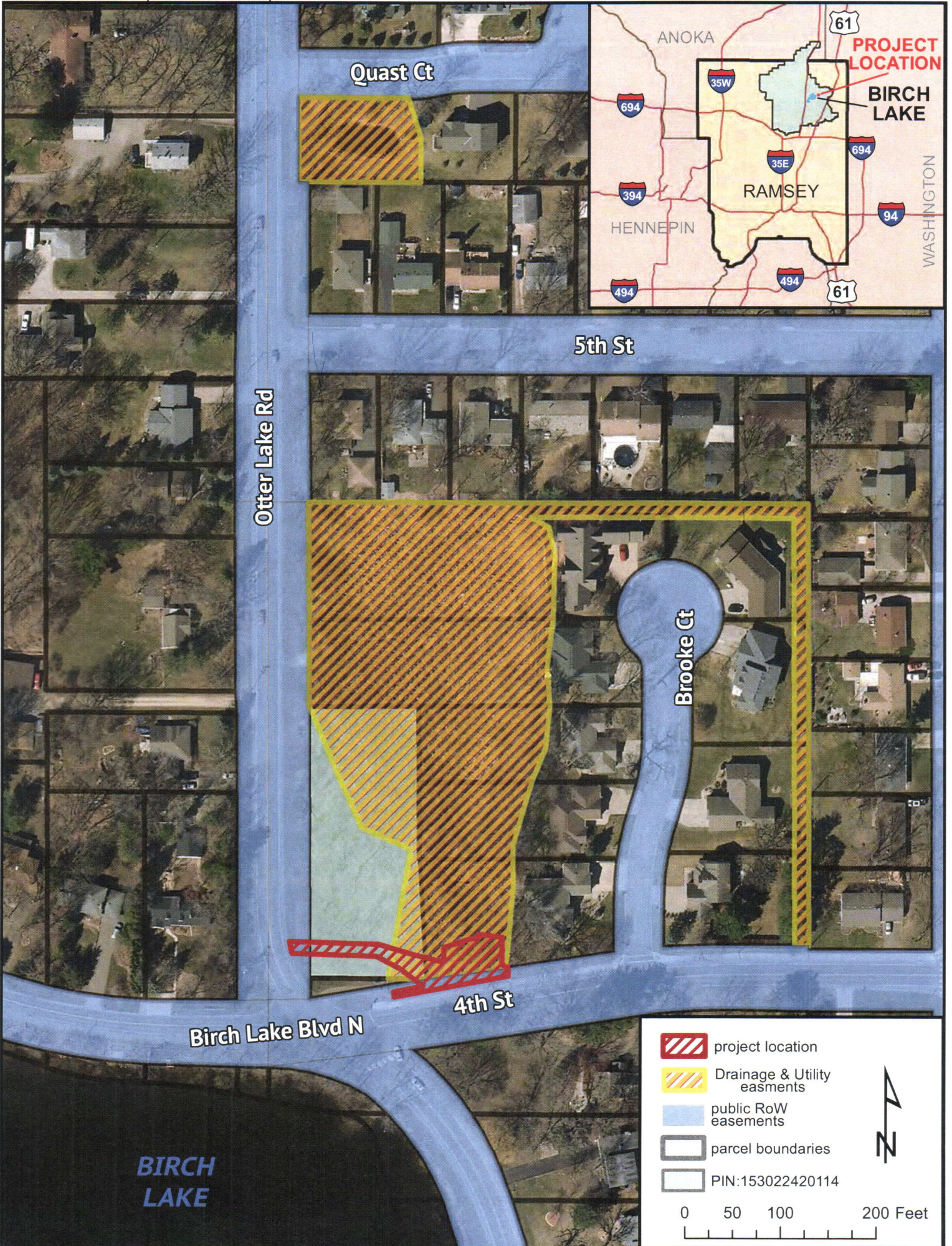
Date: August 25, 2020

BIRCH LAKE IMPROVEMENT DISTRICT
BOARD OF DIRECTORS



Steve Laliberte, Chairman

Date: 10/13/20



Quast Ct

5th St






Otter Lake Rd

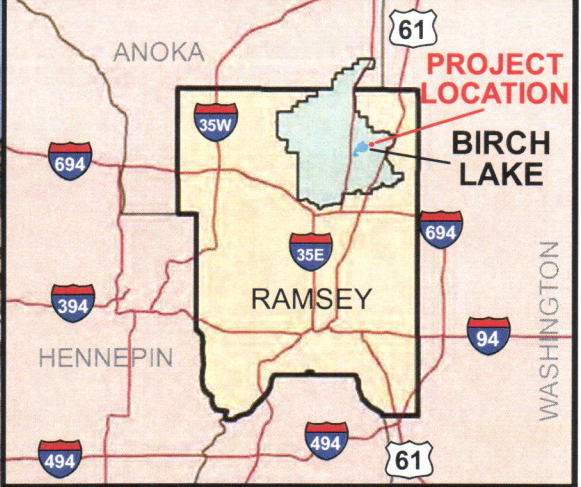
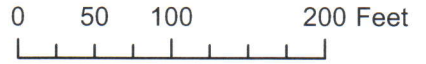
Brooke Ct

4th St

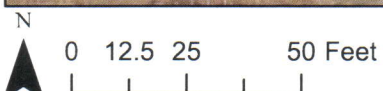
Birch Lake Blvd N

BIRCH LAKE

-  project location
-  Drainage & Utility easements
-  public RoW easements
-  parcel boundaries
-  PIN:153022420114

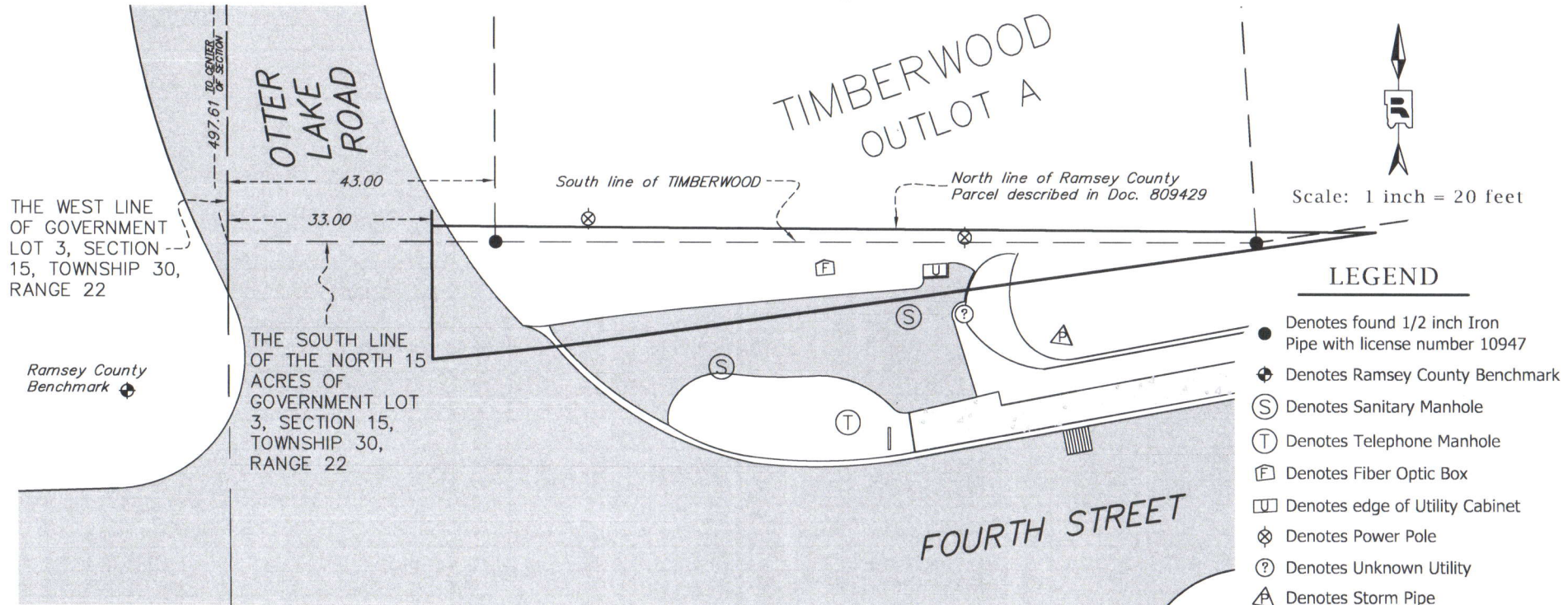


Attachment B - Parcel Exhibit



Attachment C

Description Exhibit Birch Lake Pump Site #8



THE WEST LINE OF GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 30, RANGE 22

THE SOUTH LINE OF THE NORTH 15 ACRES OF GOVERNMENT LOT 3, SECTION 15, TOWNSHIP 30, RANGE 22

Ramsey County Benchmark

Scale: 1 inch = 20 feet

LEGEND

- Denotes found 1/2 inch Iron Pipe with license number 10947
- ⊕ Denotes Ramsey County Benchmark
- (S) Denotes Sanitary Manhole
- (T) Denotes Telephone Manhole
- (F) Denotes Fiber Optic Box
- Denotes edge of Utility Cabinet
- ⊗ Denotes Power Pole
- (?) Denotes Unknown Utility
- △ Denotes Storm Pipe
- | Denotes Sign
- ▨ Denotes Catch Basin

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Description

A parcel of land in the S.E. 1/4 of Sec. 15, Twp. 30N., Rge. 22W., more specifically described as follows: Beginning at a point which is 495.00 feet south and 33.00 feet east of the center of Sec. 15, Twp. 30N., Rge. 22W.; thence south 89°40' east a distance of 151.40 feet; thence south 81°54' west a distance of 119.95 feet; thence southwesterly following a curve right (with a radius of 604.27 feet and a central angle of 9°02') a distance of 32.95 feet; thence north a distance of 23.90 feet to the point of beginning, and containing 0.043 acres.

Craig W. Hinzman, L.S. _____ Date _____
 Ramsey County Surveyor
 Minnesota License No. 20261
 Project No. 2018-017
 Prepared By: Chris Johnson



RAMSEY COUNTY PUBLIC WORKS
LAND SURVEY DIVISION
 1425 PAUL KIRKWOLD DRIVE
 ARDEN HILLS, MN 55112-3933
 651-266-7100

Attachment D

Birch Lake Iron Enhanced Sand Filter (IESF)
 Vadnais Lake Area Water Management Organization
 Bid Opening: Thursday, January 30, 2020 at 10:00 a.m. CDT

Item	Description	Unit	Estimated Quantity	Engineer's Estimate		Average Unit Prices	Blackstone Contractors LLC		Minger Construction Co., Inc.		Lametti & Sons, Inc.		G.F. Jedlicki, Inc.		Meyer Contracting, Inc.	
				Unit Price	Extension		Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.04.A	Mobilization/Demobilization	L.S.	1	10,000.00	10,000.00	20,404.10	9,500.00	9,500.00	6,000.00	6,000.00	5,000.00	5,000.00	2,500.00	2,500.00	7,000.00	7,000.00
1.04.B	Control of Water	L.S.	1	5,500.00	5,500.00	12,699.20	2,500.00	2,500.00	3,750.00	3,750.00	14,000.00	14,000.00	3,450.00	3,450.00	6,610.00	6,610.00
1.04.C	Traffic Control	L.S.	1	2,500.00	2,500.00	4,380.80	5,500.00	5,500.00	5,000.00	5,000.00	2,500.00	2,500.00	2,700.00	2,700.00	4,500.00	4,500.00
1.04.D	Construction Entrance (Wood Chip)	EACH	1	2,500.00	2,500.00	3,279.20	2,000.00	2,000.00	1,900.00	1,900.00	8,000.00	8,000.00	3,000.00	3,000.00	2,842.00	2,842.00
1.04.E	Clear and Grub; Removal of Trees, Brush, and Debris (Disposal Off Site)	L.S.	1	10,000.00	10,000.00	15,091.20	15,000.00	15,000.00	11,000.00	11,000.00	13,000.00	13,000.00	11,500.00	11,500.00	9,000.00	9,000.00
1.04.F	Silt Fence	L.F.	416	4.00	1,664.00	3.98	6.00	2,496.00	3.25	1,352.00	5.00	2,080.00	4.00	1,664.00	2.50	1,040.00
1.04.G	Sediment Log (9-Inch Diameter)	L.F.	50	5.50	275.00	5.80	6.00	300.00	3.25	162.50	6.00	300.00	6.00	300.00	4.00	200.00
1.04.H	Inlet Protection	EACH	2	350.00	700.00	214.00	200.00	400.00	165.00	330.00	300.00	600.00	215.00	430.00	125.00	250.00
1.04.I	Erosion Control Blanket	S.Y.	304	3.50	1,064.00	3.91	4.00	1,216.00	3.25	988.00	8.00	2,432.00	4.55	1,383.20	2.00	608.00
1.04.J	Access Mud Mats Through Wetland	L.S.	1	2,300.00	2,300.00	8,088.00	5,000.00	5,000.00	2,900.00	2,900.00	4,500.00	4,500.00	11,400.00	11,400.00	12,305.00	12,305.00
1.04.K	Salvage and Replace Existing Top Soil (P)	C.Y.	25	35.00	875.00	101.68	90.00	2,250.00	215.00	5,375.00	250.00	6,250.00	18.00	450.00	99.00	2,475.00
1.04.L	Common Excavation (P)	C.Y.	60	30.00	1,800.00	53.37	45.00	2,700.00	28.00	1,680.00	50.00	3,000.00	44.00	2,640.00	47.25	2,835.00
1.04.M	Construct Control Berm Embankment (P)	C.Y.	25	50.00	1,250.00	75.39	125.00	3,125.00	78.00	1,950.00	80.00	2,000.00	12.00	300.00	86.50	2,162.50
1.04.N	Reinforced Concrete Wall	L.S.	1	20,000.00	20,000.00	26,554.10	12,500.00	12,500.00	17,500.00	17,500.00	20,000.00	20,000.00	31,020.00	31,020.00	23,021.00	23,021.00
1.04.O	Stop Logs and Rails	L.S.	1	4,000.00	4,000.00	4,640.10	4,000.00	4,000.00	2,600.00	2,600.00	2,000.00	2,000.00	4,500.00	4,500.00	2,815.00	2,815.00
1.04.P	Disposal of Excess Excavated Materials	C.Y.	35	65.00	2,275.00	54.86	55.00	1,925.00	35.00	1,225.00	30.00	1,050.00	65.00	2,275.00	76.00	2,660.00
1.04.Q	Geotextile Fabric Sand Filter Liner, Mn/DOT Type V	S.Y.	150	4.50	675.00	5.35	5.00	750.00	1.75	262.50	13.00	1,950.00	5.00	750.00	2.80	420.00
1.04.R	Iron Aggregate (Filings)	TON	3.5	1,040.00	3,640.00	1,264.50	1,500.00	5,250.00	1.00	3.50	2,000.00	7,000.00	600.00	2,100.00	1,370.00	4,795.00
1.04.S	Clean Washed Filter Sand	TON	70	80.00	5,600.00	106.28	65.00	4,550.00	236.00	16,520.00	80.00	5,600.00	185.00	12,950.00	194.00	13,580.00
1.04.T	Connect to Existing 30" RCP, Core Drill and Install Inserta-Tee Water Tight Fitting for 10" CPEP	EACH	1	2,750.00	2,750.00	3,763.20	3,500.00	3,500.00	3,800.00	3,800.00	1,500.00	1,500.00	3,650.00	3,650.00	4,064.00	4,064.00
1.04.U	10" Dual Wall CPEP-WT with 45 Degree Bend	L.F.	60	70.00	4,200.00	68.38	30.00	1,800.00	69.00	4,140.00	35.00	2,100.00	58.00	3,480.00	68.00	4,080.00
1.04.V	8" Slotted PVC Underdrain Pipe	L.F.	38	60.00	2,280.00	64.08	55.00	2,090.00	40.50	1,539.00	45.00	1,710.00	47.00	1,786.00	88.75	3,372.50
1.04.W	10" Backflow Preventer	EACH	1	5,000.00	5,000.00	5,318.10	4,000.00	4,000.00	4,600.00	4,600.00	5,000.00	5,000.00	5,330.00	5,330.00	6,731.00	6,731.00
1.04.X	30" PVC Nyloplast™ Control Structure with Locking Dome Grate	EACH	1	3,500.00	3,500.00	3,671.90	4,500.00	4,500.00	2,810.00	2,810.00	2,600.00	2,600.00	3,350.00	3,350.00	4,054.00	4,054.00
1.04.Y	12" PVC Nyloplast™ Cleanout Structure with Locking Dome Grate	EACH	1	1,500.00	1,500.00	1,853.80	2,000.00	2,000.00	1,115.00	1,115.00	1,200.00	1,200.00	2,800.00	2,800.00	1,257.00	1,257.00
1.04.Z	Remove and Dispose of Existing Rip Rap	C.Y.	20	65.00	1,300.00	61.39	75.00	1,500.00	45.00	900.00	60.00	1,200.00	38.00	760.00	118.50	2,370.00
1.04.AA	Rip Rap Mn/DOT Class III and Filter Materials	TON	15	125.00	1,875.00	128.75	145.00	2,175.00	105.00	1,575.00	100.00	1,500.00	150.00	2,250.00	166.50	2,497.50
1.04.AA	Rip Rap Mn/DOT Class II and Filter Fabric	TON	18	125.00	2,250.00	125.50	145.00	2,610.00	97.00	1,746.00	100.00	1,800.00	150.00	2,700.00	168.00	3,024.00
1.04.AB	Gravel Surface Driveway	S.Y.	122	25.00	3,050.00	26.38	20.00	2,440.00	45.00	5,490.00	32.00	3,904.00	17.50	2,135.00	18.75	2,287.50
1.04.AC	Seed Area	S.Y.	405	3.50	1,417.50	3.70	3.65	1,478.25	1.10	445.50	2.00	810.00	2.00	810.00	3.00	1,215.00
1.04.AD	Wet Prairie, BWSR Seed Mix 34-262	LBS.	1.12	90.00	100.80	152.90	100.00	112.00	168.00	188.16	85.00	95.20	80.00	89.60	100.00	112.00
1.04.AE	Mesic Prairie Southeast, BWSR Seed Mix 35-641	LBS.	1.25	90.00	112.50	139.10	100.00	125.00	168.00	210.00	80.00	100.00	80.00	100.00	50.00	62.50
1.04.AF	Site Restoration and Clean-up	L.S.	1	4,000.00	4,000.00	4,604.10	2,000.00	2,000.00	4,000.00	4,000.00	2,000.00	2,000.00	3,900.00	3,900.00	6,600.00	6,600.00
TOTAL BASE BID					109,953.80			111,292.25		113,057.16		126,781.20		128,452.80		140,845.50

Bid Form reads:
 Actual:
 Difference:

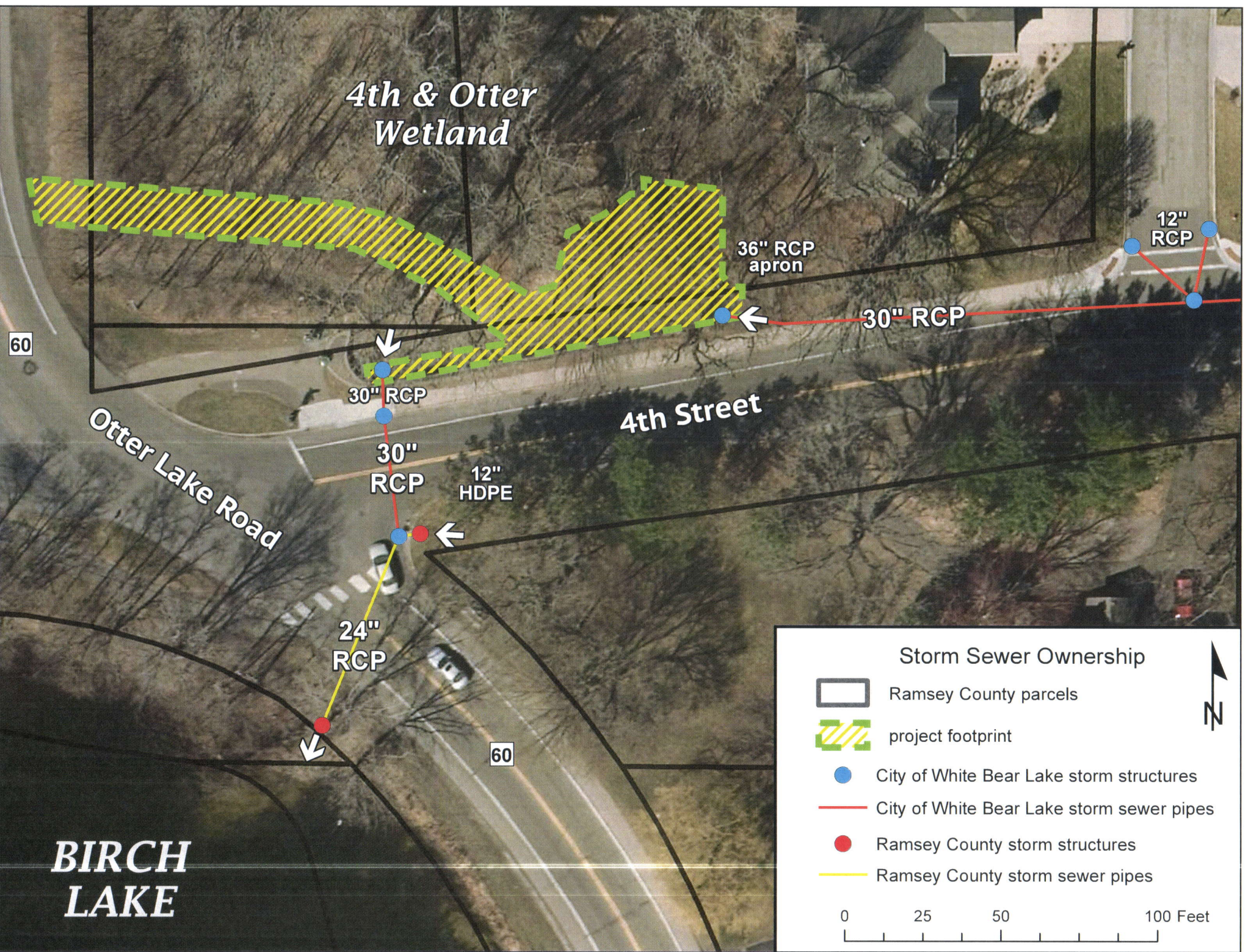
Attachment D

Birch Lake Iron Enhanced Sand Filter (IESF)
 Vadnais Lake Area Water Management Organization
 Bid Opening: Thursday, January 30, 2020 at 10:00 a.m. CDT

Item	Description	Unit	Estimated Quantity	Peterson Companies, Inc.		Urban Companies		Veit & Company		Vinco, Inc.		Rosti Construction	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1.04.A	Mobilization/Demobilization	L.S.	1	7,791.00	7,791.00	33,000.00	33,000.00	49,250.00	49,250.00	9,000.00	9,000.00	75,000.00	75,000.00
1.04.B	Control of Water	L.S.	1	3,682.00	3,682.00	2,000.00	2,000.00	16,000.00	16,000.00	20,000.00	20,000.00	55,000.00	55,000.00
1.04.C	Traffic Control	L.S.	1	7,108.00	7,108.00	2,000.00	2,000.00	5,000.00	5,000.00	6,000.00	6,000.00	3,500.00	3,500.00
1.04.D	Construction Entrance (Wood Chip)	EACH	1	1,650.00	1,650.00	2,500.00	2,500.00	3,600.00	3,600.00	5,300.00	5,300.00	2,000.00	2,000.00
1.04.E	Clear and Grub; Removal of Trees, Brush, and Debris (Disposal Off Site)	L.S.	1	11,812.00	11,812.00	20,000.00	20,000.00	14,600.00	14,600.00	40,000.00	40,000.00	5,000.00	5,000.00
1.04.F	Silt Fence	L.F.	416	5.50	2,288.00	7.00	2,912.00	1.50	624.00	2.00	832.00	3.00	1,248.00
1.04.G	Sediment Log (9-Inch Diameter)	L.F.	50	7.74	387.00	10.00	500.00	6.00	300.00	5.00	250.00	4.00	200.00
1.04.H	Inlet Protection	EACH	2	165.00	330.00	400.00	800.00	170.00	340.00	150.00	300.00	250.00	500.00
1.04.I	Erosion Control Blanket	S.Y.	304	5.00	1,520.00	5.00	1,520.00	2.25	684.00	2.00	608.00	3.00	912.00
1.04.J	Access Mud Mats Through Wetland	L.S.	1	2,775.00	2,775.00	2,500.00	2,500.00	9,500.00	9,500.00	15,000.00	15,000.00	15,000.00	15,000.00
1.04.K	Salvage and Replace Existing Top Soil (P)	C.Y.	25	84.80	2,120.00	60.00	1,500.00	150.00	3,750.00	15.00	375.00	35.00	875.00
1.04.L	Common Excavation (P)	C.Y.	60	86.40	5,184.00	100.00	6,000.00	23.00	1,380.00	15.00	900.00	95.00	5,700.00
1.04.M	Construct Control Berm Embankment (P)	C.Y.	25	42.40	1,060.00	65.00	1,625.00	190.00	4,750.00	20.00	500.00	55.00	1,375.00
1.04.N	Reinforced Concrete Wall	L.S.	1	54,900.00	54,900.00	35,000.00	35,000.00	16,600.00	16,600.00	30,000.00	30,000.00	25,000.00	25,000.00
1.04.O	Stop Logs and Rails	L.S.	1	1,386.00	1,386.00	7,000.00	7,000.00	6,100.00	6,100.00	1,000.00	1,000.00	15,000.00	15,000.00
1.04.P	Disposal of Excess Excavated Materials	C.Y.	35	59.60	2,086.00	60.00	2,100.00	28.00	980.00	15.00	525.00	125.00	4,375.00
1.04.Q	Geotextile Fabric Sand Filter Liner, Mn/DOT Type V	S.Y.	150	3.90	585.00	10.00	1,500.00	5.00	750.00	2.00	300.00	5.00	750.00
1.04.R	Iron Aggregate (Fillings)	TON	3.5	2,524.00	8,834.00	1,600.00	5,600.00	1,050.00	3,675.00	1,500.00	5,250.00	500.00	1,750.00
1.04.S	Clean Washed Filter Sand	TON	70	65.80	4,606.00	45.00	3,150.00	67.00	4,690.00	70.00	4,900.00	55.00	3,850.00
1.04.T	Connect to Existing 30" RCP, Core Drill and Install Inserta-Tee Water Tight Fitting for 10" CPEP	EACH	1	1,818.00	1,818.00	4,000.00	4,000.00	5,800.00	5,800.00	2,000.00	2,000.00	7,500.00	7,500.00
1.04.U	10" Dual Wall CPEP-WT with 45 Degree Bend	L.F.	60	25.75	1,545.00	60.00	3,600.00	93.00	5,580.00	150.00	9,000.00	95.00	5,700.00
1.04.V	8" Slotted PVC Underdrain Pipe	L.F.	38	42.50	1,615.00	100.00	3,800.00	62.00	2,356.00	115.00	4,370.00	45.00	1,710.00
1.04.W	10" Backflow Preventer	EACH	1	4,700.00	4,700.00	7,500.00	7,500.00	8,820.00	8,820.00	4,000.00	4,000.00	2,500.00	2,500.00
1.04.X	30" PVC Nyloplast™ Control Structure with Locking Dome Grate	EACH	1	3,365.00	3,365.00	6,000.00	6,000.00	4,540.00	4,540.00	3,000.00	3,000.00	2,500.00	2,500.00
1.04.Y	12" PVC Nyloplast™ Cleanout Structure with Locking Dome Grate	EACH	1	1,466.00	1,466.00	2,500.00	2,500.00	2,200.00	2,200.00	1,500.00	1,500.00	2,500.00	2,500.00
1.04.Z	Remove and Dispose of Existing Rip Rap	C.Y.	20	72.40	1,448.00	60.00	1,200.00	75.00	1,500.00	15.00	300.00	55.00	1,100.00
1.04.AA	Rip Rap Mn/DOT Class III and Filter Materials	TON	15	88.00	1,320.00	150.00	2,250.00	123.00	1,845.00	110.00	1,650.00	150.00	2,250.00
1.04.AA	Rip Rap Mn/DOT Class II and Filter Fabric	TON	18	71.00	1,278.00	150.00	2,700.00	114.00	2,052.00	110.00	1,980.00	150.00	2,700.00
1.04.AB	Gravel Surface Driveway	S.Y.	122	23.50	2,867.00	17.00	2,074.00	25.00	3,050.00	20.00	2,440.00	45.00	5,490.00
1.04.AC	Seed Area	S.Y.	405	10.00	4,050.00	5.00	2,025.00	2.25	911.25	3.00	1,215.00	5.00	2,025.00
1.04.AD	Wet Prairie, BWSR Seed Mix 34-262	LBS.	1.12	175.00	196.00	500.00	560.00	166.00	185.92	100.00	112.00	55.00	61.60
1.04.AE	Mesic Prairie Southeast, BWSR Seed Mix 35-641	LBS.	1.25	92.00	115.00	500.00	625.00	166.00	207.50	100.00	125.00	55.00	68.75
1.04.AF	Site Restoration and Clean-up	L.S.	1	2,541.00	2,541.00	3,000.00	3,000.00	2,500.00	2,500.00	15,000.00	15,000.00	4,500.00	4,500.00
TOTAL BASE BID					148,428.00		173,041.00		184,120.67		187,732.00		257,640.35

Bid Form reads:	188,732.00	257,633.48
Actual:	187,732.00	257,640.35
Difference:	1,000.00	-6.87

4th & Otter Wetland



60

Otter Lake Road

4th Street

36" RCP apron

30" RCP

12" RCP

30" RCP

30" RCP

12" HDPE

24" RCP

60

**BIRCH
LAKE**

Storm Sewer Ownership

- Ramsey County parcels
- project footprint
- City of White Bear Lake storm structures
- City of White Bear Lake storm sewer pipes
- Ramsey County storm structures
- Ramsey County storm sewer pipes

0 25 50 100 Feet

Attachment F: Inspections and Maintenance Plan

Inspections	Lead Agency
Monthly	
Check that the project site is stabilized and vegetation is established.	VLAWMO
Check that the surface of the IESF is not clogged with sediment, trash, or debris.	VLAWMO
Check that the inlet weir, stop log, cleanout structure ST-1, 6-inch PVC underdrain, 10-inch CPEP underdrain, outlet manhole structure ST-2, and 30-inch RCP outlet pipe for damage and sediment, trash, and debris accumulation.	VLAWMO
Check for soil erosion at the project site, including the storm sewer outfall swale, filter sand media, berm, and downstream of the stop log.	VLAWMO
Check for noticeable odors (may be an indication of an illicit discharge).	VLAWMO
When in the area: Check for illicit discharges in the contributing drainage area. Report illicit discharges to the applicable MS4 for enforcement (City or County)	All
Annually	
Check the depth of sediment in cleanout structures ST-1 and ST-2.	VLAWMO
Check the concrete wall, manholes, and other concrete structures for evidence of deterioration, spalling or cracking.	VLAWMO
Conduct a post rainfall inspection after a 1" or great storm event. Check to ensure that flow is not bypassing the IESF, normal pool level is retained, and the structures do not leak.	VLAWMO
Maintenance ⁽¹⁾	Lead Agency
Routine, as needed	
3-year initial native vegetation establishment ⁽²⁾ .	VLAWMO & CITY
Ongoing native vegetation maintenance (after the 3-year establishment period) ⁽²⁾ .	VLAWMO & CITY
Remove minor trash and debris from the surface of the IESF.	VLAWMO primary
Remove sediment from sump manholes when accumulated.	City
Remove sediment, trash, and debris from inlet weir, stop log, cleanout structure ST-1, underdrains, outlet manhole structure ST-2, and outlet pipe ⁽³⁾ .	City
Major, as needed	
If surface of the filter bed is clogged or partially clogged, remove top few inches of media, roto-till/cultivate media surface, and replace media.	County
Stabilize any eroded areas.	TBD
Repair or replace any damaged structural parts.	TBD
Every 3 to 5 years: Remove & replace the top 2-5 inches of media for low sediment applications - sooner for areas of high sediment, or high oil & grease yield. Replace geotextile fabric if needed.	County

Notes:

(1) Costs for routine and major maintenance work shall be divided as follows (unless noted otherwise): City 85%, VLAWMO 10%, County 5%

(2) Costs for routine vegetation establishment and long term vegetation maintenance shall be divided as follows: City 50%, VLAWMO 50%

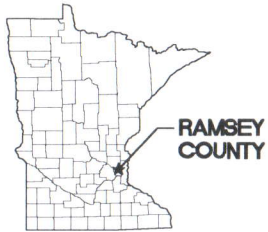
(3) Storm sewer outfall inspection and maintenance activities are completed as part of the City's MS4 Permit.

Revised: March 12, 2020

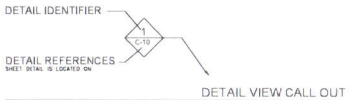
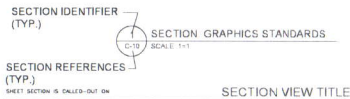
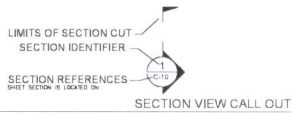
VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION

BIRCH LAKE IRON ENHANCED SAND FILTER

WHITE BEAR LAKE, MINNESOTA



LOCATION MAP



VICINITY MAP

PROJECT COORDINATE SYSTEM
HORIZONTAL: MnDOT RAMSEY COUNTY, US FOOT, NAD83 DATUM
VERTICAL: NAVD88 DATUM

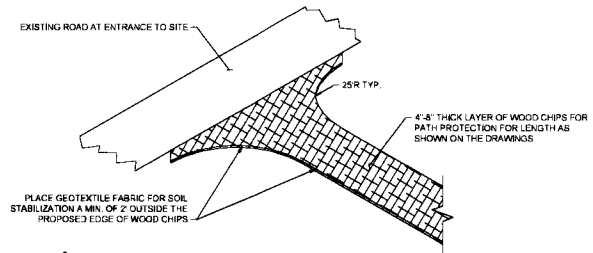
SHEET NO.	TITLE
<u>GENERAL DRAWINGS</u>	
G-01	COVER SHEET AND DRAWING INDEX
<u>CIVIL DRAWINGS</u>	
C-01	EXISTING CONDITIONS AND EROSION CONTROL
C-02	EROSION CONTROL DETAILS
C-03	SITE GRADING AND STORM SEWER
C-04	SITE GRADING AND WALL SECTIONS
C-05	STORM AND DRIVEWAY SECTIONS & DETAILS
<u>STRUCTURAL DRAWINGS</u>	
S-01	REINFORCED CONCRETE WALL SECTIONS

ABBREVIATIONS:

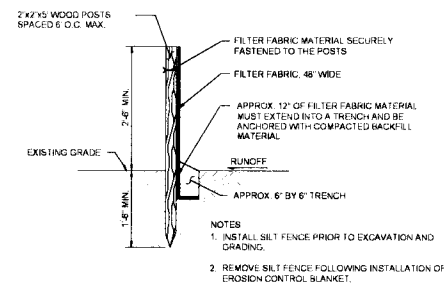
CJ	CONTROL JOINT
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
CPEP	CORRUGATED POLYETHYLENE PIPE
DIA	DIAMETER
DS	DOWNSTEAM
DTR	DECIDUOUS TREE
EL	ELEVATION
GALV	GALVANIZED
GPM	GALLONS PER MINUTE
HDPE	HIGH DENSITY POLYETHYLENE
NWL	NORMAL WATER LEVEL
HWL	HIGH WATER LEVEL
ID	IDENTIFIER
INV	INVERT
RCP	REINFORCED CONCRETE PIPE
TO	TOP OF
TYP	TYPICAL
US	UPSTREAM

RELEASED
FOR BID

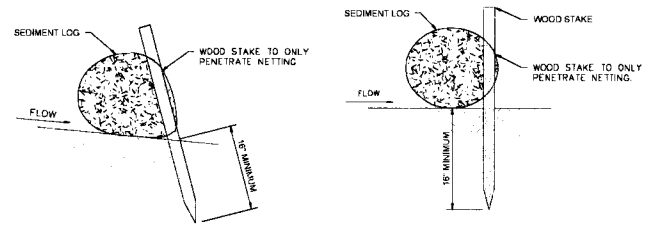
<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p> <p>PRINTED NAME: GREGORY J. WILSON SIGNATURE: _____ DATE: _____ LICENSE # _____</p>		<table border="1"> <thead> <tr> <th>CLIENT</th> <th>4/10/2020</th> </tr> </thead> <tbody> <tr> <td>REV</td> <td>03/19/2020</td> </tr> <tr> <td>CONSTRUCTION</td> <td></td> </tr> </tbody> </table>	CLIENT	4/10/2020	REV	03/19/2020	CONSTRUCTION		<p>BARR Corporate Headquarters MINNEAPOLIS, MINNESOTA PH: 1-822-612-2277 WWW.BARR.COM</p>	<p>Project Office: BARR ENGINEERING CO. 4300 MARKETPOINTE DRIVE Suite 200 MINNEAPOLIS, MN 55435 PH: 1-822-612-2277 WWW.BARR.COM</p>	<table border="1"> <tbody> <tr><td>Scale</td><td>AS SHOWN</td></tr> <tr><td>Date</td><td>4/1/2018</td></tr> <tr><td>Drawn</td><td>GGN</td></tr> <tr><td>Checked</td><td>GJW</td></tr> <tr><td>Designed</td><td>GGN</td></tr> <tr><td>Interpared</td><td>GJW</td></tr> </tbody> </table>	Scale	AS SHOWN	Date	4/1/2018	Drawn	GGN	Checked	GJW	Designed	GGN	Interpared	GJW	<p>VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION</p>	<p>BIRCH LAKE IESF WHITE BEAR LAKE, MINNESOTA</p> <p>COVER SHEET AND DRAWING INDEX</p>	<table border="1"> <tbody> <tr> <td>BARR PROJECT No.</td> <td>23/62-1274.00</td> </tr> <tr> <td>CLIENT PROJECT No.</td> <td>-</td> </tr> <tr> <td>DWG No.</td> <td>G-01</td> </tr> <tr> <td>REV No.</td> <td>1</td> </tr> </tbody> </table>	BARR PROJECT No.	23/62-1274.00	CLIENT PROJECT No.	-	DWG No.	G-01	REV No.	1
CLIENT	4/10/2020																																	
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REV No.	1																																	



1 DETAIL: WOOD CHIP CONSTRUCTION ENTRANCE
NOT TO SCALE

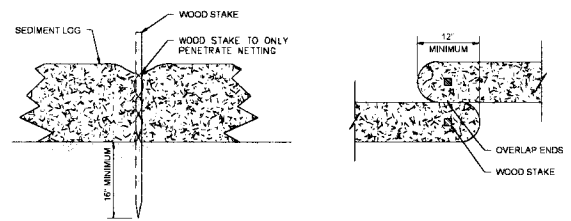


3 DETAIL: SILT FENCE
NOT TO SCALE



SIDE VIEW ON SLOPE

SIDE VIEW FLAT

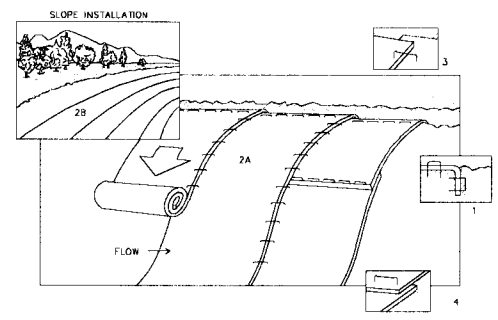


FRONT VIEW

TOP VIEW

- NOTES**
1. INSTALL SEDIMENT LOG ALONG CONTOURS (CONSTANT ELEVATION);
 2. NO GAPS SHALL BE PRESENT UNDER SEDIMENT LOG. PREPARE AREA AS NEEDED TO SMOOTH SURFACE OR REMOVE DEBRIS.
 3. REMOVE ACCUMULATED SEDIMENT WHEN REACHING 1/3 OF LOG HEIGHT.
 4. MAINTAIN SEDIMENT LOG THROUGHOUT THE CONSTRUCTION PERIOD AND REPAIR OR REPLACED AS REQUIRED.

2 DETAIL: SEDIMENT LOG - STAKING
NOT TO SCALE



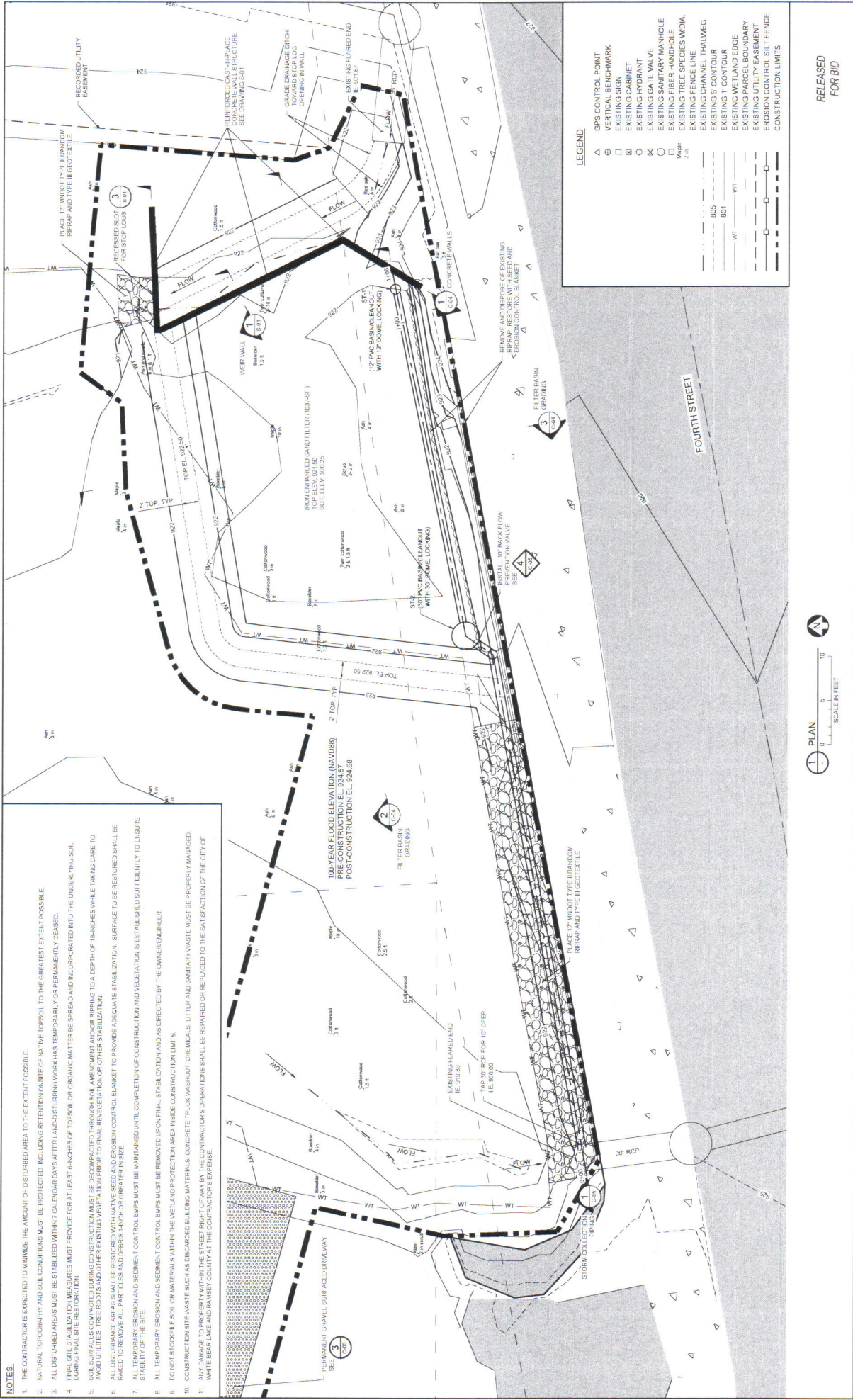
- NOTE: REFER TO GENERAL STAPLE PATTERN GUIDE FOR CORRECT STAPLE PATTERN RECOMMENDATIONS FOR SLOPE INSTALLATIONS.**
1. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN 6" DEEP X 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
 2. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE.
 3. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 6" OVERLAP, WITH THE UPHILL BLANKET ON TOP.
 4. WHEN BLANKETS MUST BE SPICED DOWN THE SLOPE, PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH APPROXIMATELY 6" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART.

4 DETAIL: TEMPORARY EROSION CONTROL BLANKET
NOT TO SCALE

RELEASED FOR BID

A:\DWG\2016\12\12\16\12161216.DWG PLOT SCALE: 1:2 PLOT DATE: 12/22/16 12:02 PM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A QUALIFIED LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. PRINTED NAME: GREGORY J. MILBORN SIGNATURE: _____ DATE: _____ LICENSE # _____		CLIENT: 4/10/2016 CONSTRUCTION: 03/15/2016 RELEASED: 12/22/2016 GATE ALLOWED: 1 2 3	BARR Corporate Headquarters Minneapolis, Minnesota 764-222-2277 www.barr.com	Project Office: BARR ENGINEERING CO 4300 MARKET POINTE DRIVE SUITE 200 MINNEAPOLIS, MN 55425 PH: 612-333-2277 FAX: 612-333-2277 www.barr.com	Scale: AS SHOWN Date: 4/12/2016 Drawn: GJN Checked: GJW Designed: GJN Plotted: 12/22/16	VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION	BIRCH LAKE IESF WHITE BEAR LAKE, MINNESOTA EROSION CONTROL DETAILS	BARR PROJECT No. 23/62-1274.00 CLIENT PROJECT No. DWG. No. C-02 REV. No. 1
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- NOTES:**
1. THE CONTRACTOR IS EXPECTED TO MINIMIZE THE AMOUNT OF DISTURBED AREA TO THE GREATEST EXTENT POSSIBLE.
 2. NATURAL TOPOGRAPHY AND SOIL CONDITIONS MUST BE PROTECTED INCLUDING RETENTION ON SITE OF NATIVE TOPSOIL TO THE GREATEST EXTENT POSSIBLE.
 3. ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 7 CALENDAR DAYS AFTER LAND DISTURBING WORK HAS TEMPORARILY OR PERMANENTLY CEASED.
 4. FINAL SITE STABILIZATION MEASURES MUST PROVIDE FOR AT LEAST 60% OF TOPSOIL OR ORGANIC MATTER BE SPREAD AND INCORPORATED INTO THE UNDERLYING SOIL DURING FINAL SITE RESTORATION.
 5. SOIL SURFACES COMPACTED DURING CONSTRUCTION MUST BE DECOMPACTED THROUGH SOIL AMENDMENT, ANCHOR BONDING TO A DEPTH OF 18 INCHES WHILE TAKING CARE TO AVOID UTILITIES. TREE ROOTS AND OTHER EXISTING VEGETATION PRIOR TO FINAL REVEGETATION OR OTHER STABILIZATION.
 6. ALL DISTURBED AREAS SHALL BE RESTORED WITH NATIVE SEEDS AND EROSION CONTROL BLANKET TO PROVIDE ADEQUATE STABILIZATION. SURFACE TO BE RESTORED SHALL BE BAKED TO REMOVE ALL PARTICLES AND DEBRIS - 1/4" OR GREATER IN SIZE.
 7. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES MUST BE MAINTAINED UNTIL COMPLETION OF CONSTRUCTION AND VEGETATION IS ESTABLISHED SUFFICIENTLY TO ENSURE STABILITY OF THE SITE.
 8. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES MUST BE REMOVED UPON FINAL STABILIZATION AND AS DIRECTED BY THE OWNER/ENGINEER.
 9. DO NOT STOCKPILE SOIL OR MATERIALS WITHIN THE WETLAND PROTECTION AREA INSIDE CONSTRUCTION LIMITS.
 10. CONSTRUCTION SITE WASTE SUCH AS DISCHARGED BUILDING MATERIALS, CONCRETE, TRUCK WASHOUT, CHEMICALS, LITTER AND SANITARY WASTE MUST BE PROPERLY MANAGED.
 11. ANY DAMAGE TO PROPERTY WITHIN THE STREET RIGHT OF WAY BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE CITY OF WHITE BEAR LAKE AND RAMSEY COUNTY AT THE CONTRACTOR'S EXPENSE.

LEGEND

- △ GPS CONTROL POINT
- ⊕ VERTICAL BENCHMARK
- EXISTING SIGN
- ⊗ EXISTING CABINET
- ⊕ EXISTING HYDRANT
- ⊗ EXISTING GATE VALVE
- EXISTING SANITARY MANHOLE
- EXISTING TREE SPECIES W/DA
- EXISTING FENCE LINE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING WETLAND EDGE
- EXISTING UTILITY EASEMENT
- EXISTING UTILITY EASEMENT CONSTRUCTION LIMITS



RELEASED FOR BID

BARR PROJECT No. 23/62-1274.00 CLIENT PROJECT No.		BIRCH LAKE IESF WHITE BEAR LAKE, MINNESOTA	
VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION		SITE GRADING AND STORM SEWER	
AS SHOWN Date: 4/10/23 Drawn: GJM Checked: GJM Designed: GJM Approved: CLAW	Project Office: BARR ENGINEERING CO. 4330 MARQUETTE DRIVE MINNEAPOLIS, MN 55405 Phone: 612-325-2277 Fax: 612-325-2281 Website: barr.com	DRAWING No. C-03 REV. No. 1	DATE RELEASED:
THESE CENTER LINES ARE TO BE USED FOR THE LOCATION OF THE STORM SEWER AND SANITARY MAINS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND THE LOCATION OF ALL EXISTING UTILITY EASEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF WHITE BEAR LAKE AND RAMSEY COUNTY.	CLIENT: VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION PROJECT LOCATION: BIRCH LAKE IESF, WHITE BEAR LAKE, MN PRINTED NAME: GREGORY A. WILSON SIGNATURE:	RELEASED TO:	DATE:
NO. BY:	DATE:	REVISION DESCRIPTION:	DATE:

INCENTIVE PROGRAM AGREEMENT

THIS AGREEMENT is made the 14 day of **March**, 2016, by and between the Ramsey-Washington Metro Watershed District, (hereinafter "District") and The City of White Bear Lake (hereinafter "Landowner"). #16-03 CS

1. BACKGROUND

- 1.1 The District has included in its annual budget funds to cost-share with approved Landowners to implement best management practices within the watershed district.
- 1.2 The District funding is limited to 50% of the cost of materials and labor actually incurred by the Landowners for the project as approved by the District, up to a maximum contribution of \$1,509.00 per governmental Landowner.
- 1.3 Landowner has applied to the District for funds to help pay for the cost of materials or labor for Native Habitat Restoration(1) (hereinafter "Project") as described in the BMP Incentive Program Application attached herein as Exhibit A.
- 1.4 The District is willing to fund the Project described in Exhibit A in accordance with the terms of this Agreement.

2. SERVICES

- 2.1 Landowner will complete the Project described in Exhibit A in accordance with the terms, scope, schedule, and budget set forth therein. The Landowners do hereby covenant that they are the owners and are lawfully seized and possessed of the real estate above-described.
- 2.2 Landowner shall maintain the Project for a period of twenty (20) years per government Landowner from the date of this document. The agreement shall run with the land and extend to and bind the heirs, representatives, successors and/or assigns of the party hereto respectively.

3. REIMBURSEMENT

- 3.1 Expenses incurred by Landowner in Exhibit A will be reimbursed by the District up to 50% of the total cost of materials or labor actually incurred by Landowner up to a maximum amount of \$1,509.00 per governmental property. Upon incurring the costs identified in Exhibit A, the Landowner shall provide a list of all reimbursable expenses incurred and receipts or copies of receipts therefore, to the District.
- 3.2 The District will reimburse the identified reimbursable expenses in accordance with Section 3.1 within 60 days of receipt of the required financial and performance information and receipts.
- 3.3 The District will not be liable or responsible for payment for services or reimbursement for expenses other than those specified as reimbursable expenses in accordance with Section 3.1.
- 3.4 Following the completion of the project described in Exhibit A, Landowner shall submit a final financial report to the District listing the final expenses for the activity, along with copies of receipts.

GENERAL TERMS

- 4.1 This Agreement shall remain in effect unless canceled by mutual agreement or in accordance with Section 4.2. This Agreement shall expire if the Project is not completed pursuant to the schedule in Exhibit A and the financial information required by Sections 3.1 and 3.4 is not received within one year after approval.
- 4.2 If weather or other conditions beyond the control of the Landowner do not permit the completion of this Project within one year after approval, this Agreement may be amended, by mutual written consent of the parties, to reschedule the Project and funding.
- 4.3 Landowner must obtain all permits required in conjunction with the Project, including but not limited to City and Department of Natural Resources approval, prior to starting the Project.
- 4.4 Landowner agrees to allow the District access to the Project area for evaluation and promotion of the Project. The Landowner agrees to make the site available as a demonstration site to the general public at the reasonable request of the District.
- 4.5 Landowner will act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. The District will not be an employer, partner, or co-venturer with Landowner for any purpose. Nothing herein authorizes Landowner to act as an agent or representative of the District for any purpose whatsoever.
- 4.6 Landowner shall indemnify, defend and hold the District and its agents, employees, officers and contractors, harmless from all claims made by Landowner and/or third parties for damage or loss sustained or costs incurred, including but not limited to District staff, engineering and attorneys fees, in connection with or arising out of the issuance of and/or acceptance and payment by the District of funds pursuant to this cost-

share, construction of the Project, or this agreement.

4.7 The District shall have no obligation to the Landowner, specifically, the District shall not need to restore the land to its original condition upon expiration or termination of this Agreement.

RAMSEY-WASHINGTON METRO

LANDOWNERS

WATERSHED DISTRICT



Print Name MARK BURCH PWD/CE



District Administrator

Print Name _____

Date 03/31/16

Print Name _____

2665 Noel Drive

Little Canada, MN 55117

Date _____

Property Address

**Birch Lake Shoreland Restoration Project
Maintenance Agreement**

This agreement is made the 13 day of December, 2011, by and between the Vadnais Lake Area Water Management Organization, (hereinafter "VLAWMO") and the City of White Bear Lake, to maintain the phase 2 shoreline restoration (Project) on City of White Bear Lake park property along the north shore of Birch Lake.

1. BACKGROUND

- 1.1 This Project was identified in the Birch Lake Sustainable Lake Management Plan as a cost-effective site to enhance protection of the lake, treat stormwater, and provide wildlife habitat.
- 1.2 The WMO has included in its annual budget funds to cost-share on approved Projects to implement best management practices (BMP's) for stormwater within the watershed boundaries.
- 1.3 The City of White Bear Lake has pledged \$2000 toward the Project installation. The Birch Lake Improvement District (BLID) has also pledged funding from its Star Lake Award toward the Project.
- 1.4 Approximately 50% cost-share matching funds or \$10,000 will be provided by the State of Minnesota Clean Water Fund grant as administered by the MN Department of Natural Resources for installation and construction.
- 1.5 The WMO funding will pay for the remaining funds needed to pay the cost of materials, contracted labor and other expenses incurred by the Project as identified below.

2. PROJECT

- 2.1 The Project will be constructed per the general design and plans attached as Attachment A. Substantive variations on the design will be discussed with the City of White Bear Lake prior to implementation.
- 2.2 Any additional park benches or associated grading will be the responsibility of the Landowner.
- 2.3 VLAWMO shall secure a responsible contractor, and the appropriate permits.
- 2.4 The Project shall be completed within one year of commencement of construction.
- 2.5 The City of White Bear Lake and the VLAWMO will consider educational signage, which if deemed acceptable, will be installed by the WMO.
- 2.6 Representatives of the City of White Bear Lake or the BLID who wish to take part in the installation of the Project should contact VLAWMO for opportunities. VLAWMO considers the potential for education to be an important deliverable of this project.

3. MAINTENANCE

- 3.1 The City of White Bear and the VLAWMO shall provide for shoreline restoration area maintenance the first 10 years by contributing to a Maintenance Fund annually. This

maintenance may take the form of weeding, plant replacement, additional mulch, cleaning of the catch basin or other tasks necessary to maintain the maximum function and aesthetic value of the project. The amount of this contribution will be collected annually based on current and anticipated maintenance needs. The anticipated costs for 2012 – 2022 are as below. Minor plant replacement or other materials costs are anticipated. Major maintenance, beyond the costs identified below, would need to be addressed separately by the partners.

Years	Landowner / year	WMO / year	Total / year	BLID in-kind
2012 - 2013	\$500	\$500	\$1000	16 hrs/\$200
2014 - 2022	\$500	\$500	\$1000	8 hrs / \$100

- 3.2 The City of White Bear Lake and VLAWMO will partner on some maintenance activities through in-house efforts.
- 3.3 VLAWMO anticipates offering a stewardship program to the BLID and the greater community to assist with monitoring the shoreline for erosion, invasive species or other problems as wells as weed removal or other maintenance projects. Educational benefits and products are anticipated
- 3.4 VLAWMO shall act as administrator of the Maintenance Fund, determining needed work and arranging for it to be done. The administrator will advise representatives of the Landowner in maintenance tasks.
- 3.5 The partnership of the Landowner and the WMO or their successors shall maintain the Project for a period of ten (10) years, including the establishment period identified in 3.1 above.
- 3.6 Maintenance or other terms of this Agreement may be evaluated and modified as need during its lifetime.

4. GENERAL TERMS


- 4.1 This Agreement shall remain in effect unless cancelled by mutual agreement or in accordance with Section 4.2. This Agreement shall expire if the Project is not completed pursuant to the schedule in Attachment A as described by Sections 2.1
- 4.2 If weather or other conditions beyond the control of the WMO do not permit the completion of this Project within one year after approval, this Agreement may be amended, by mutual written consent of the parties, to reschedule the Project and funding.
- 4.3 Landowner agrees to allow the WMO access to the Project area for evaluation and maintenance and to allow the WMO to take pictures to use for public promotion of the WMO program.
- 4.4 Nothing herein authorizes City of White Bear Lake to act as an agent or representative of VLAWMO for any purpose whatsoever.

- 4.5 The City of White Bear agrees to notify VLAWMO if the property is sold, so that the new owner may be contacted by VLAWMO to explain to the landowner the purpose the project.
- 4.6 The City of White Bear Lake shall indemnify, defend and hold the WMO and its agents, employees, officers and contractors harmless from all claims made by City of White Bear Lake and/or third parties for damage or loss sustained or costs incurred, including but not limited to VLAWMO staff, engineering and attorneys fees, in connection with or arising out of the installation of this Project or this agreement.

VADNAIS LAKE AREA WATER
MANAGEMENT ORGANIZATION


WMO Administrator

City of White Bear Lake


City Manager

Date: 12-26-11

Date: 12/14/11

Agreement PW2009-19
October 13, 2009

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE VADNAIS LAKE AREA WATER MANAGEMENT ORGANIZATION, CITY OF WHITE
BEAR LAKE, AND WHITE BEAR TOWNSHIP

Agreement between
County of Ramsey,
Vadnais Lake Area Water
Management Organization, City of White Bear
Lake, and White Bear Township

Whitaker Pond Improvement Project; Ongoing
Operation and Maintenance Activities; and Cost Share

Attachment:
Exhibit A -- Location Map

THIS AGREEMENT, by and between the Vadnais Lake Area Water Management Organization, hereinafter referred to as "VLAWMO", White Bear Township, hereinafter referred to as "Town", City of White Bear Lake, hereinafter referred to as "City", and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as "County";

WITNESSETH:

WHEREAS, the County, in cooperation with the City and Town, reconstructed Highway 96 between April 1996 and April 1997; and

WHEREAS, Whitaker Pond was constructed as part of the project to improve the quality of storm water runoff from approximately 11 acres of Highway 96 right-of-way, and

WHEREAS, Whitaker Pond receives storm water from a total watershed area of about 662 acres comprised of mixed residential, and limited business/commercial, land uses, within the City (98%) and Town (2%); and

WHEREAS, maintenance activities and responsibilities related to Whitaker Pond were not specified in project agreements between the County and City (No. 95010) or County and Town (No. 95006); and

WHEREAS, major maintenance activities have not been completed in Whitaker Pond since its construction and the County, City and Town agree are needed; and

WHEREAS, VLAWMO in 2008 completed a consultant evaluation of the current effectiveness of Whitaker Pond related to improving water quality, and a feasibility study to assess maintenance options, contamination monitoring and disposal requirements for excavated pond improvements, as well as other possible design improvements to Whitaker Pond; and

WHEREAS, VLAWMO in 2009 convened meetings with the County, City, and Town, collectively described as project "Stakeholders", to refine the scope of maintenance activities and other improvements for Whitaker Pond, as well as identify an appropriate cost distribution approach; and

WHEREAS, Stakeholders agreed that the scope of the current project, called the Whitaker Pond Improvement Project, should include removal of approximately 3,000 Cubic Yards of sediments from Whitaker Pond, regrading and repair of the outlet berm and weir structure, excavation of an upstream forebay to retain sediment upstream of Whitaker Pond, construction of an access road to the forebay for future maintenance, sand and iron filing filter socks to remove a portion of dissolved pollutants from storm water flowing through the outlet weir, as well as habitat improvements; and

WHEREAS, the estimated cost for the Whitaker Pond Improvement Project, including engineering costs, is \$248,390; and

WHEREAS, VLAWMO has committed \$130,000 for the Whitaker Pond Improvement Project including a \$30,000 grant from the Upper Mississippi River Source Water Protection Project (UMRSWPP); and

WHEREAS, Stakeholders agreed that the cost distribution for the Whitaker Pond Improvement Project and future routine maintenance is 53% County, 46% City and 1% Town, based on the proportion of Whitaker Pond permanent pool volume (6.4 Acre-Ft) needed to treat the Highway 96 right-of-way area (3.4 Acre-Ft) and the remainder determined by relative contributing area within the City and Town; and

WHEREAS, ongoing inspection and minor maintenance of Whitaker Pond will be necessary on an annual basis, including cleaning and minor repair of the outlet weir structure, monitoring of the amount of sediment retained in the forebay and Whitaker Pond, sampling the sediment retained in the forebay and possible measurement of pollutant concentrations per the Minnesota Pollution Control Agency publication, "Managing Dredge Materials in the State of Minnesota (October 2007)", or current or future applicable MPCA regulations, and periodic removal of accumulated sediment from the forebay to restore its capacity to remove pollutants from storm water; and

WHEREAS, major maintenance activity may be required on an estimated ten-year or more basis, including major repair or replacement of the weir structure, sampling the sediment retained in Whitaker Pond and possible measurement of pollutant concentrations per the Minnesota Pollution Control Agency publication, "Managing Dredge Materials in the State of Minnesota (October 2007)", or current or future applicable MPCA regulations, removal of accumulated sediment from Whitaker Pond, and possible disposal of contaminated sediments from either the forebay or Whitaker Pond according to current or future applicable MPCA regulations; and

WHEREAS, VLAWMO added habitat elements, sand and iron filing filter socks at the weir outlet for the purpose of removing a portion of dissolved storm water pollutants, and a forebay to facilitate maintenance to the Whitaker Pond Improvement Project; and

WHEREAS, VLAWMO is responsible for evaluating the effectiveness of Whitaker Pond and associated elements in improving water quality of storm water following implementation of the Whitaker Pond Improvement Project to meet current or future MPCA regulations related to Environmental Protection Agency (EPA) Impaired Waters and Total Maximum Daily Load (TMDL) programs; and

WHEREAS, this Agreement has been prepared to establish the cost participation and responsibilities of the County, VLAWMO, City, and Town for the Whitaker Pond Improvement Project and operation and maintenance activities for Whitaker Pond and associated elements;

NOW THEREFORE BE IT MUTUALLY AGREED AS FOLLOWS:

1. The County, City, Town and VLAWMO shall each identify a designated project representative for the Whitaker Pond Improvement Project and for ongoing communication related to minor or future major maintenance work.
2. VLAWMO shall prepare construction plans, specifications and bid documents for the Whitaker Pond Improvement Project and distribute these documents for review to the designated project representative for the County, City and Town.
3. VLAWMO shall advertise the project and receive bids for the Whitaker Pond Improvement Project.
4. VLAWMO shall distribute a summary of bids received, and recommendation for contract award, to the County, City and Town and award the construction contract for the Whitaker Pond Improvement Project upon receipt of written concurrence from the designated project representatives for the County, City and Town.
5. VLAWMO shall administer the construction contract for the Whitaker Pond Improvement Project including authorization to begin work, construction inspection, approval of change orders, certification of work completed and partial and final payments to the contractor.
6. VLAWMO shall notify the designated project representative for the County, City and Town of any change order. Designated project representatives shall have authority to approve or modify change orders that increase the contract amount by \$10,000 or less. Contract increases above \$10,000 shall be independently approved by the County, City, Town and VLAWMO. Costs of change orders shall be borne by project partners using the same percentages utilized in the base contract: VLAWMO 40%; County 32%, City 27% and Town 1%.
7. Repair of damage to Whitaker Street or other haul streets used in the project shall be responsibility of the Contractor and included in the performance bond for the project. The Stakeholder with affected road surface will oversee and be responsible for accepting the repair work.
8. The construction window for the Whitaker Pond Improvement Project is anticipated to be January – February, 2010.
9. VLAWMO shall prepare invoices based on the total amount of the awarded construction contract plus total engineering costs for the Whitaker Pond Improvement Project and submit to the County, City and Town. The invoices will be determined from the total contract amount plus total engineering costs, less the total VLAWMO contribution of \$130,000, and the

remainder distributed as County 53%, City 46% and Town 1%. The County, City and Town will not be invoiced until 2010.

10. The County, City and Town shall remit payment to VLAWMO for the Whitaker Pond Improvement Project within 30 days of receipt of the invoice.
11. VLAWMO shall prepare final invoices to include the total amount of the final construction contract amount based on actual construction quantities plus total engineering costs for the Whitaker Pond Improvement Project and submit to the County, City and Town. The final invoices will be determined from the total final contract amount plus total engineering costs, less the VLAWMO contribution of \$130,000, and the remainder distributed as County 53%, City 46% and Town 1%.
12. The County, City and Town shall remit final payment to VLAWMO for the Whitaker Pond Improvement Project within 30 days of receipt of the invoice. VLAWMO shall reimburse the County, City and Town if the sum of the final contract amount plus total engineering costs is less than the sum of the awarded contract amount plus total engineering costs.
13. The County shall be responsible for annual inspection of the Whitaker Pond outlet weir and berm. The County shall provide a copy of the inspection report to the other Stakeholders for review. The report shall summarize needed work, the timeline and estimated cost. The City and Town shall provide a prompt response to the County approving the proposed work plan and costs or proposing an alternative approach. The County shall perform all routine maintenance related to the outlet weir structure and berm, including such things as removal of litter and vegetation which may substantially block water flow through the weir, the repair of weir boards or the addition of riprap at the outlet berm, unless an alternative approach is jointly recommended by the Stakeholders.
14. The County shall be responsible for annual inspection of the forebay constructed as part of the Whitaker Pond Improvement Project. The County shall utilize its established pond inspection protocol. The County shall provide a copy of the inspection report to the other Stakeholders for review. If the Stakeholders agree that the forebay requires maintenance excavation, the County shall follow the protocol contained within the Minnesota Pollution Control Agency publication, "Managing Dredge Materials in the State of Minnesota (October 2007)", or current or future applicable MPCA regulations, for sediment sampling and measurement of sediment pollutant concentrations, if required. The County shall summarize the sediment sampling and sediment pollutant analysis, if any, and provide a copy of the report to the other Stakeholders for review. If the sediment evaluation and sediment pollutant concentration measurements, if required, indicate the sediment may be disposed of without restriction by current or future applicable MPCA regulations, the County shall provide a cost estimate to the other Stakeholders for removal of excess sediment from the forebay as a routine maintenance activity. The City and Town shall provide a prompt response to the County approving the proposed work plan and estimated cost or proposing an alternative approach. The County may complete this work with its own maintenance staff using County-owned or rental equipment or contract for the work. If the sediment evaluation and required pollutant concentration measurements, if any, indicate that current or future applicable MPCA criteria for unrestricted disposal of the sediment are exceeded, sediment removal is considered to be major maintenance work (see item 20 below).

15. VLAWMO shall be responsible for annual inspection of the habitat elements and the sand and iron filing filter socks implemented as part of the Whitaker Pond Improvement Project. VLAWMO shall perform all routine maintenance related to the habitat and sand and iron filing filter sock elements.
16. The County shall summarize on an annual basis all costs associated with routine maintenance activities completed (as identified in items 13 and 14 above) and distribute to each Stakeholder for review. Eligible costs include contractor cost, inspection, maintenance or construction personnel, equipment, equipment rental, laboratory analysis, and materials. Documentation for the costs shall be provided per standard County accounting protocol. The total cost of routine maintenance work shall be divided as County 53%, City 46% and Town 1%. The County shall prepare invoices according to this cost-share distribution and submit them to the City and Town.
17. The City and Town shall remit payment to the County for eligible routine maintenance costs (as identified in item 16 above) within 30 days of receipt of the invoice. The City and Town shall notify the County of any disputed charges within this same 30-day period and make partial payment of charges not in dispute.
18. The County shall be responsible for the inspection of Whitaker Pond every 5 years to determine the need to remove accumulated sediment. The County shall provide a copy of the inspection report to the other Stakeholder representatives for review. Sediment sampling and the measurement of sediment pollutant concentrations, if required, as well as the removal of accumulated sediment from Whitaker Pond shall be considered major maintenance work (see item 20 below).
19. VLAWMO shall evaluate the overall effectiveness of Whitaker Pond and associated elements in improving water quality of storm water flowing from the Highway 96 right-of-way and the 662-acre contributing watershed following implementation of the Whitaker Pond Improvement Project.
20. VLAWMO shall coordinate major maintenance work for Whitaker Pond and associated elements. Examples of major maintenance work include dredging of sediment to restore Whitaker Pond's capacity for pollutant removal; disposal of sediments excavated from Whitaker Pond or the associated forebay with sediment pollutant concentrations that exceed current or future applicable MPCA criteria for unrestricted disposal of the sediment; replacement or modification of the outlet weir structure; and other possible improvements to meet current or future MPCA regulations related to EPA's Impaired Waters and Total Maximum Daily Load (TMDL) programs. VLAWMO shall convene a meeting of Stakeholders to discuss the effectiveness and operating condition of Whitaker Pond. The Stakeholders shall agree upon the need for major maintenance work. A separate cooperative agreement shall be executed by Stakeholders for future major maintenance work related to Whitaker Pond and associated elements.
21. The City and Town, as property owners, grant to each other and the County and VLAWMO all necessary access to the outlet weir structure and associated elements of Whitaker Pond for performance of inspection and maintenance activities.

22. Ramsey County agrees to hold harmless, indemnify, and defend VLAWMO (including its board members, officers, and employees), City (including its officers and employees), and Town (including its board members, officers, and employees) from all claims, losses, or damages which they, or any of them shall be legally obligated to pay as a consequence of any act or omission, any intentional tort, or any violation of applicable law with respect to proposed operation and maintenance of Whitaker Pond and associated elements and services thereto by the County (including its officers, employees, agents and sub consultants). VLAWMO, City and Town individually agree to hold harmless, indemnify, and defend Ramsey County (including its board members, officers, and employees) from all claims, losses, or damages which they, or any of them shall be legally obligated to pay as a consequence of any act or omission, any intentional tort, or any violation of applicable law with respect to proposed operation and maintenance of Whitaker Pond and associated elements and services thereto, respectively, by VLAWMO (including its officers, employees, agents and sub-consultants), City (including its officers and employees), or Town (including its board members, officers, and employees)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

RAMSEY COUNTY

Julie Kleinschmidt 12/7/09
Julie Kleinschmidt, County Manager Date

RECOMMENDED FOR APPROVAL:

KSE 11/20/09
Kenneth Haider, P.E. Date
Director and County Engineer

[Signature] 12/1/09
Harry McPeak Date
Assistant County Attorney

N/A
Lee Mehrkens, Director Date
Office of Finance

VADNAIS LAKE AREA WATER
MANAGEMENT ORGANIZATION


Marc Johannsen 10-21-09
Marc Johannsen, Chair Date

William Mample 10-23-09
William Mample, Secretary/Treasurer Date

WHITE BEAR TOWNSHIP

By:  10-19-09
Richard A. Sand, Chair Date

ATTEST:

By:  10/19/09
William Short, Town Clerk Date

MEMORANDUM OF AGREEMENT

East Goose Lake Boat Launch Access

This Memorandum of Agreement ("MOA") is made and entered into by and between the City of White Bear Lake ("City") and the Vadnais Lake Area Water Management Organization ("VLAWMO") for the construction, operation, and maintenance of a limited access boat launch on East Goose Lake.

RECITALS

- A. The two entities share the water quality goals and ecological goals for East Goose Lake and wish to facilitate access for VLAWMO to conduct its necessary partnership-based water quality management activities. Water quality management activities and programs for East Goose Lake are identified as a priority in both the VLAWMO Watershed Management Plan and City Local Surface Water Management Plan. East Goose Lake is also listed for nutrient impairment on the State's Impaired Waters list and therefore has been incorporated into VLAWMO's 10-year capital improvement program and in the City's requirements under its MS4 permit.
- B. The City owns the right-of-way adjacent to East Goose Lake ("Lake") at Highland Avenue as shown in Exhibit A ("ROW").
- C. In order to allow for reasonable Lake access by VLAWMO, VLAWMO must undertake grading work and construct a boat launch in the ROW ("Project").
- D. The boat launch ("Launch") is intended for use by VLAWMO and, if needed, by the City. The Launch is not intended to be operated as a public access to the Lake.
- E. The City is willing to grant VLAWMO and its contractors a license over the ROW to construct the Project and to operate the Launch in accordance with the terms and conditions of this MOA.

AGREEMENT

The parties to this MOA hereby agree as follows:

1. Grant of License. The City hereby grants VLAWMO a license over the portion of ROW shown on the attached Exhibit A for the entire term of this MOA to allow VLAWMO to construct, operate, and maintain a Launch to facilitate access to the Lake by VLAWMO, its employees, agents, and contractors. Access to the ROW will take place via Highland Avenue. Construction staging at the ROW will be located at the end of Highland Avenue as identified in Exhibit A.
2. Responsibility for Design Engineering.

- 2.1 VLAWMO shall prepare basic plans and distribute these documents to the City for review.
- 2.2 The City will promptly give VLAWMO any information in its possession regarding subsurface structures, utilities or other physical features within the Project area relevant to construction of the Project.
- 2.3 VLAWMO shall prepare a permit application for work in the City's right-of-way. The City will cooperate with VLAWMO in securing permits and approvals in its status as landowner, and will timely process any permit or approval that it requires. The City will not charge a fee for any such permit or approval.

3. Procurement and Award of Contract.

- 3.1 VLAWMO shall be responsible for complying with all applicable laws related to letting the contract to construct the Project.
- 3.2 VLAWMO shall distribute a summary of construction proposals it receives and its recommendation for contract award to the City, and award the construction contract upon concurrence from VLAWMO and the City.
- 3.3 VLAWMO will require its contractor to conform to all laws in performing the Project. The VLAWMO will require that the City be named as an additional insured under the contractor's commercial general liability insurance for the Project.

4. Responsibility for Construction.

- 4.1 VLAWMO shall administer the construction contract for the Project, including authorization to begin work, construction inspection, approval of change orders, certification of work completed and partial and final payments to the contractor.
- 4.2 VLAWMO shall comply with local, state and federal standards for all construction activities, erosion control, restoration, and permits.
- 4.3 Construction access and staging will be allowed at the ROW as identified in Exhibit A.
- 4.4 The license granted herein allows access to the ROW by VLAWMO and its contractors for construction of the Project including, but not limited to, land disturbance, excavation, grading, filling, recontouring of adjacent land, seeding and planting, staging, stockpiling, installations to protect work-in-progress and public safety, and all other operations convenient or necessary for construction of the Launch. Any type of equipment deemed necessary by VLAWMO to complete the construction work will be granted access.

- 4.5 VLAWMO will notify the City a minimum of 72 hours prior to construction.
- 4.6 The City will take the lead with any necessary barricades for construction activities.
- 4.7 The City agrees to work in good faith with VLAWMO to accommodate reasonable adjustments to the construction plans, means, methods, and schedule as necessary.
5. Project Construction Costs.
 - 5.1 VLAWMO will assume all costs for design engineering of the Project, including permits and permit fees.
 - 5.2 VLAWMO will be responsible for all construction project costs, with the exception of spoil hauling and tree removal/cleaning and grubbing which is the City's costs.
6. Use and Maintenance Responsibility.
 - 6.1 The license granted herein allows VLAWMO the right to unlimited use of the Launch for its purposes, including to launch equipment and vessels to conduct any and all water quality management activities, research and data collection, and monitoring and related lake management work.
 - 6.2 VLAWMO's use of the ROW will be confined to the area labeled on the site plan in the attached Exhibit A.
 - 6.3 The parties will coordinate so VLAWMO may accomplish its purposes with the least disruption to normal use of the ROW.
 - 6.4 VLAWMO shall be responsible for routine maintenance of the Launch. VLAWMO shall coordinate its maintenance activities with the City.
 - 6.5 The City agrees to allow for the installation of electrical service facilities and or lines on or thru the ROW if VLAWMO needs to install electrical service for any water quality related activity or device on the Lake. VLAWMO will work with the City on the location of lines and any possible equipment or electrical equipment that needs to be permanently or temporary kept or constructed on site.
 - 6.6 VLAWMO's Administrator and the City Engineer are the designated representatives of the parties for all coordination and notice under this MOA.
7. Term and Termination. This MOA is effective when fully executed by both parties. The parties intend this MOA to have an initial term of 10 years, and shall automatically renew for successive 10 year terms unless it is terminated as provided herein. The parties may

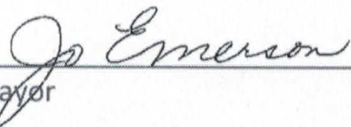
mutually agree to terminate this MOA at anytime. The City may terminate this MOA upon 180 days written notice to VLAWMO if it determines VLAWMO's use of the Launch unreasonably interferes with the City's use, or planned use, of the ROW.

8. Indemnification. VLAWMO agrees to indemnify, hold harmless and defend the City, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the City, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of and to the extent resulting from any act or omission of the VLAWMO, its officials, agents or employees, or contractors in the execution, performance, or failure to adequately perform the VLAWMO's obligations under this MOA including, but not limited to, the imposition of any lien against the City for labor or materials for the Project, any action or inaction of VLAWMO or its contractor in the performance of the Project, or any injury, loss, or damage arising from the Project or VLAWMO's use of the Launch. Nothing in this MOA is a waiver by City or VLAWMO of any immunity, defense or liability limit provided by law or and nothing creates a right in any third party against the City or VLAWMO


9. Modifications. The terms of this agreement may be changed only by written agreement of the parties signed by duly authorized officers.

The parties have entered into this MOA effective as the date of the last party to execute it.

**City of White Bear Lake
Organization**



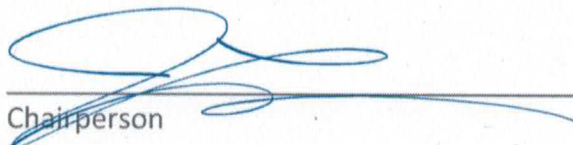
Mayor




City Manager

Date: July 14, 2020

Vadnais Lake Water Management



Chairperson



Administrator

Date: 7/16/20

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF WHITE BEAR LAKE

Agreement between
the County of Ramsey
and the City of White Bear Lake

Ramsey County Account P3149
SAP 62-612-14
MSAP174-020-19

Reconstruction of County Road F
between Highway 61 and White Bear Avenue

Attachments:
Exhibit A -- Estimated Cost Participation
Summary

THIS AGREEMENT, by and between the City of White Bear Lake, Minnesota, a municipal corporation, hereinafter referred to as the "City," and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the County and the City desire to reconstruct County Road F between Highway 61 and McKnight Road; and

WHEREAS, this segment of County Road F has been designated by the Minnesota Department of Transportation as eligible for funds from the County State Aid Highway Account; and

WHEREAS, this segment of County Road F has been designated as State Aid Project 62-612-14; and

WHEREAS, the subject road segment is located within the City of White Bear Lake; and

WHEREAS, plans for S.A.P. 62-612-14 showing proposed alignment, profiles, grades and cross sections for the improvement of County Road F, as defined herein have been presented to the City; and

WHEREAS, the project includes, in addition to other things, grading, paving, concrete curb and gutters, storm sewer, bituminous path, turf establishment, and utility adjustments and betterments; and

WHEREAS, the grading provisions require acquisition of certain right of way and temporary construction and slope easements prior to construction; and

WHEREAS, the Minnesota Department of Transportation has determined the storm sewer is eligible for County State Aid Highway funds.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The County shall prepare the necessary plans, specifications and proposals. Cost of project revisions after completion of plans and specifications will be paid for by the party requesting the revisions or as defined by supplemental agreement. Revisions must be consistent with State Aid requirements and are subject to County approval.
2. The County shall take bids and award a contract for the construction of this subject project.
3. With the exception of corner easements acquisitions at the intersections of County Road F and White Bear Avenue, Hazel Street and McKnight Road, the City shall administer the acquisition of all rights of way and easements required for the construction of the project in accordance with State Aid requirements and all applicable Federal and State Statutes. The City shall provide all compensation to property owners for acquired rights of way and easements. Properly executed easement documents, or documentation establishing rights of possession via eminent domain proceedings, shall be submitted to the County prior to bid advertisement. In the event the City requests work not included within the original plans, the City will be responsible for costs for any additional rights of way required. Corner easements at the three referenced intersections shall be acquired and paid for by Ramsey County.
4. All acquired road rights of way and temporary easements will be in the name of the County, and parking and other regulations will be controlled by the County. Any right of way acquisition for which the City is responsible, which cannot be negotiated, will be acquired through eminent domain proceedings by the City, or eliminated through design revisions, as determined most appropriate by the County. Right of way acquisition for which the County is responsible, which cannot be negotiated, will be acquired through eminent domain proceedings by the County, or eliminated through design revisions, as determined most appropriate by the County.
5. The County and City shall participate in the costs of construction in accordance with the Estimated Cost Participation Summary, attached as Exhibit A and incorporated herein, except as modified below.
6. The County and City shall participate in the costs of storm sewer construction to the extent identified by the Mn/DOT Hydraulics Engineer's Memorandum on storm sewer cost participation percentages.
7. Upon completion of the project the County shall own and maintain all storm sewer catch basins, leads and outfalls which are located within County road rights of way and directly serve the paved portion of County Road F or intersecting County roadways. The main trunk storm sewer in the portion of County Road F within the City shall be owned and maintained by the City. It is acknowledged that the County and City of White Bear Lake support the construction of stormwater treatment facilities for the purpose of treating drainage from within the project area. It is agreed that the best management practice at this time includes rainwater gardens and catch basin sumps. It is further acknowledged that rainwater gardens and sumps serve a watershed function. Maintenance and operations costs associated with both features will be shared by Ramsey County and the City of White Bear Lake. Maintenance shares shall be commensurate with each agency's respective contributing watershed areas, weighted to reflect an appropriate runoff coefficient for the type of development and/or land use present. It is agreed the percentage split of 49.6% County and 50.4%

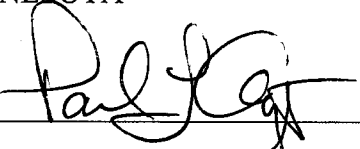
City shall be the basis for sharing cost incurred by either party in the performance of operations and maintenance activities. Either party may perform work subject to notification to and concurrence from the other party.

8. The City will coordinate and manage replacement of private property entrances beyond that necessitated by roadway construction – including contacting and meeting with property owners to determine the limits and layout for each drive replacement. The County will include appropriate items in the plans and bid documents to accommodate the work and will coordinate contractor replacement work based on a listing of participating properties and layout drawings provided by the City. The City will pay the County directly for all construction costs incurred for this work and be responsible for collection of fees from participating property owners.
9. Any utilities or facilities modified or added to those provisions presently made in the plans and specifications may be incorporated in the construction contract by supplemental agreement and shall be paid for as specified in the supplemental agreement. Design and construction engineering fees for additions shall be negotiated at the time of supplemental agreement preparation.
10. The City shall reimburse the County for engineering costs incurred on its share of project design and administration, as set forth in Exhibit A, as a preliminary engineering fee. Said fee shall be 10% of item costs for which the City is responsible for, as determined at the time of contract award, with the exception of those items related to utility betterments and private drive replacement. The preliminary engineering fee borne by the City on utility betterments shall be 2% of construction costs, as determined at the time of contract award.
11. The City shall reimburse the County for engineering costs incurred on its share of project construction, as set forth in Exhibit A, as a construction engineering fee. Said fee shall be 10% of item costs for which the City is responsible for, as determined upon completion of the project, with the exception of those items related to utility betterments and private drive replacement. The construction engineering fee borne by the City on utility betterments and private drive replacement shall be 2% of construction costs, as determined by final contract amounts.
12. Throughout project design and construction, the County shall prepare partial cost and payment estimates for preliminary engineering fees, construction costs, and construction engineering fees and, at appropriate intervals, notify the City of its share of the costs for the City's items of work. City shall pay its share of engineering fees and construction costs within twenty one calendar days of receipt of County invoice.
13. The City shall pay to the County all additional remaining costs for its share of the work upon notification by the County of the final amounts due to the contractor.
14. All payments by the City shall be to the Treasurer of Ramsey County, Minnesota.
15. City and the County agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgments, charges, demands, costs and expenses including, but not limited to, interest involved therein and attorneys' fees and costs and expenses connected therewith, arising out of or resulting from the failure of either party to satisfy the provisions of this agreement or for damages caused to third parties as a result of the manner in which the City or the County perform or fail to perform duties imposed on each party by the terms of this agreement.

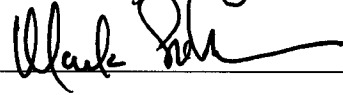
Nothing herein will constitute a waiver of limitations of liability available at Minnesota Statute Chapter 466 and other applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CITY OF WHITE BEAR LAKE,
MINNESOTA

By: 

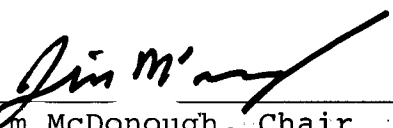
Its Mayor

By: 

Its City Manager

Date: 3/25/03

THE COUNTY OF RAMSEY

By: 

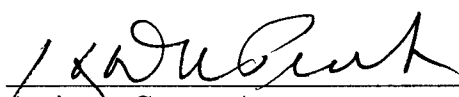
Jim McDonough, Chair
Ramsey County Board of Commissioners

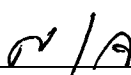


Bonnie C. Jackelen 2003-188
Chief Clerk - County Board

Date: 6/10/03

Approved as to Form:


Assistant County Attorney


Risk Management


Recommended for Approval:



Kenneth Haider, P.E.
Director and County Engineer

EXHIBIT A

GROUP 1 - ENGINEERS ESTIMATE & COST PARTICIPATION						
PROJECT: COUNTY ROAD F - T.H. 61 TO MCKNIGHT ROAD.					GROUP 1	
DATE: December 5, 2002					S.A.P. 62-612-14	
ITEM NO.	ITEM	UNIT	UNIT PRICE	TOTAL QUANTITY	GROUP 1 QUANTITY	AMOUNT
2021.501	MOBILIZATION	LS	\$106,000.00	1.00	0.51	\$54,060.00
2031.501	FIELD OFFICE, TYPE D	EACH	\$5,000.00	1.00	0.51	\$2,550.00
2101.502	CLEARING	TREE	\$500.00	15.00	15.00	\$7,500.00
2101.507	GRUBBING	TREE	\$500.00	15.00	15.00	\$7,500.00
2102.501	PAVEMENT MARKING REMOVAL	SF	\$1.50	150.00	150.00	\$225.00
2104.501	REMOVE RCP PIPE SEWER (STORM) 12 INCH	LF	\$7.00	510.00	510.00	\$3,570.00
2104.501	REMOVE RCP PIPE SEWER (STORM) 15 INCH	LF	\$7.00	75.00	75.00	\$525.00
2104.501	REMOVE RCP PIPE SEWER (STORM) 24 INCH	LF	\$7.00	2935.00	2935.00	\$20,545.00
2104.501	REMOVE RCP PIPE SEWER (STORM) 27 INCH	LF	\$7.00	480.00	480.00	\$3,360.00
2104.501	REMOVE CMP PIPE CULVERTS AND APRONS	LF	\$5.00	725.00	725.00	\$3,625.00
2104.501	REMOVE 6 INCH CIP WATERMAIN	LF	\$15.00	107.00	107.00	\$1,605.00
2104.501	REMOVE CURB & GUTTER	LF	\$3.00	835.00	835.00	\$2,505.00
2104.501	REMOVE WOOD TIMBERS	LF	\$5.00	82.00	82.00	\$410.00
2104.505	REMOVE CONCRETE PAVEMENT	SY	\$6.00	214.00	214.00	\$1,284.00
2104.505	REMOVE CONCRETE WALK	SY	\$10.00	88.00	88.00	\$880.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SY	\$1.50	17562.00	17562.00	\$26,343.00
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	\$4.00	3320.00	1320.00	\$5,280.00
2104.505	REMOVE CONCRETE DRIVEWAY	SY	\$10.00	204.00	204.00	\$2,040.00
2104.507	REMOVE RIP RAP	CY	\$20.00	10.00	10.00	\$200.00
2104.509	REMOVE CATCH BASIN	EACH	\$300.00	24.00	24.00	\$7,200.00
2104.509	REMOVE STORM MANHOLE	EACH	\$500.00	4.00	4.00	\$2,000.00
2104.509	REMOVE SIGNAL AND FOUNDATION	EACH	\$500.00	6.00	6.00	\$3,000.00
2104.509	REMOVE HANDHOLE	EACH	\$200.00	3.00	3.00	\$600.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	\$10.00	360.00	360.00	\$3,600.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	\$2.25	1755.00	1755.00	\$3,948.75
2104.521	SALVAGE WOOD FENCE	LF	\$20.00	215.00	215.00	\$4,300.00
2104.523	SALVAGE SIGN TYPE C	EACH	\$30.00	34.00	34.00	\$1,020.00
2104.523	SALVAGE SIGN TYPE D	EACH	\$50.00	3.00	3.00	\$150.00
2104.523	SALVAGE MAST ARM	EACH	\$500.00	7.00	7.00	\$3,500.00
2104.523	SALVAGE SIGNAL CABINET	EACH	\$200.00	1.00	1.00	\$200.00
2104.523	SALVAGE LIGHT POLE AND BASE	EACH	\$300.00	12.00	12.00	\$3,600.00
2104.523	SALVAGE MARQUEE SIGN	EACH	\$200.00	1.00	1.00	\$200.00
2104.601	HAUL SALVAGED MATERIAL	LS	\$1,000.00	1.00	1.00	\$1,000.00
2105.501	COMMON EXCAVATION (P)	CY	\$5.00	22871.00	22871.00	\$114,355.00
2105.522	SELECT GRANULAR BORROW (CV)	CY	\$12.00	9425.00	5938.00	\$71,256.00
2105.523	COMMON BORROW (LV)	CY	\$7.00	1020.00	1020.00	\$7,140.00
2105.525	TOPSOIL BORROW (LV)	CY	\$7.00	745.00	745.00	\$5,215.00
2123.61	STREET SWEEPER (WITH PICKUP BROOM)	WATER	\$60.00	50.00	50.00	\$3,000.00
2130.501	WATER	MGAL	\$62,500.00	0.10	0.10	\$6,250.00
2211.501	AGGREGATE BASE, CLASS 7	TON	\$15.00	500.00	500.00	\$7,500.00
2211.503	AGGREGATE BASE (CV), CLASS 7 (P)	CY	\$16.00	4567.00	2877.00	\$46,032.00
2232.501	MILL BITUMINOUS PAVEMENT	SY	\$4.00	256.00	256.00	\$1,024.00
2301.503	CONCRETE PAVEMENT PATCH (HE)	SY	\$80.00	182.00	182.00	\$14,560.00
2301.603	PERMANENT HEADER	LF	\$50.00	120.00	120.00	\$6,000.00
2331.604	BITUMINOUS DRIVEWAY (IN ROW)	SY	\$21.50	1431.00	1431	\$30,766.50
2350.501	TYPE MVWE35035B WEARING COURSE MIXTURE	TON	\$40.00	2545.00	1603.00	\$64,120.00
2350.502	TYPE MVNW350350B BINDER COURSE MIXTURE	TON	\$36.50	2545.00	1603.00	\$58,509.50
2350.502	TYPE LVNW35035B BASE COURSE MIXTURE	TON	\$36.50	3816.00	2404.00	\$87,746.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$1.20	2212.00	1394.00	\$1,672.80
2504.602	ADJUST CURB STOP BOX	EACH	\$20.00	70.00	70.00	\$1,400.00
2504.602	ADJUST WATERMAIN VALVE BOX	EACH	\$50.00	9.00	9.00	\$450.00
2504.602	POT HOLE WATER SERVICE	EACH	\$150.00	30.00	30.00	\$4,500.00
2504.602	LOWER WATER SERVICE	EACH	\$600.00	20.00	20	\$12,000.00
2504.602	INSTALL 8 INCH GATE VALVE	EACH	\$1,200.00	2.00	2.00	\$2,400.00
2504.602	RELOCATE HYDRANT AND GATE VALVE	EACH	\$2,500.00	7.00	7.00	\$17,500.00
2504.603	8 INCH DIP WATERMAIN DUCTILE IRON CL 52	LF	\$40.00	107.00	107.00	\$4,280.00
2504.604	3 INCH POLYSTYRENE INSULATION	SY	\$10.00	500.00	500.00	\$5,000.00
2504.608	CAST IRON FITTINGS	LB	\$2.50	200.00	200.00	\$500.00
2506.602	ADJUST CATCH BASIN	EACH	\$200.00	2.00	2.00	\$400.00
2506.602	ADJUST MANHOLE RING AND CASTING	EACH	\$250.00	13.00	13.00	\$3,250.00

2506.602	RECONSTRUCT SANITARY SEWER SERVICE DROP	EACH	\$500.00	15.00	15.00	\$7,500.00
2531.501	CONCRETE CURB & GUTTER DESIGN B612	LF	\$8.00	70.00	70.00	\$560.00
2531.507	6 INCH CONCRETE DRIVEWAY PAVEMENT (IN ROW	SY	\$60.00	42.00	42.00	\$2,520.00
2531.507	6 INCH CONCRETE DRIVEWAY APRON	SY	\$45.00	548.00	548.00	\$24,660.00
2540.602	FURNISH AND INSTALL MAILBOX AND SUPPORT	EACH	\$60.00	80.00	80.00	\$4,800.00
2540.602	CONSTRUCT SURVEY MONUMENT MANHOLE	EACH	\$1,500.00	1.00	1.00	\$1,500.00
2545.602	INSTALL SALVAGED LIGHT POLE	EACH	\$500.00	12.00	12	\$6,000.00
2554.603	WATER FILLED BARRIER	LF	\$32.00	300.00	300	\$9,600.00
2554.603	RELOCATE WATER FILLED BARRIER	LF	\$10.00	300.00	300	\$3,000.00
2557.603	INSTALL SALVAGED WOOD FENCE	LF	\$15.00	215.00	215	\$3,225.00
2563.601	TRAFFIC CONTROL	LS	\$25,000.00	1.00	0.51	\$12,750.00
2564.531	F&I SIGN PANEL TYPE C	SF	\$22.00	247.78	247.78	\$5,451.16
2564.602	PAVEMENT MESSAGE TYPE 1 (ONLY) EPOXY	EACH	\$180.00	1.00	1	\$180.00
2564.602	PAVEMENT MESSAGE TYPE 1 (RT ARROW) EPOXY	EACH	\$110.00	1.00	1	\$110.00
2564.602	INSTALL SIGN TYPE D	EACH	\$100.00	4.00	4	\$400.00
2564.603	4 INCH DOUBLE SOLID LINE YELLOW - EPOXY	LF	\$3.00	695.00	695	\$2,085.00
2564.603	4 INCH SOLID LINE WHITE - EPOXY	LF	\$1.50	7785.00	7785	\$11,677.50
2564.603	4 INCH BROKEN LINE WHITE - EPOXY	LF	\$1.50	1000.00	1000	\$1,500.00
2564.603	4 INCH BROKEN LINE YELLOW - EPOXY	LF	\$1.50	130.00	130	\$195.00
2564.618	CROSSWALK MARKING - EPOXY	SF	\$3.00	1638.00	1638	\$4,914.00
2565.511	FULL T ACT T CONTROL SIGNAL SYSTEM B	SIG SYS	\$139,300.00	1.00	1	\$139,300.00
2565.616	REVISE SIGNAL SYSTEM A	SIG SYS	\$11,100.00	1.00	1	\$11,100.00
2564.531	FURNISH AND INSTALL SIGN PANEL TYPE D	SF	\$37.78	45.00	45.00	\$1,700.10
2573.501	BALE CHECK	EACH	\$10.00	50.00	50.00	\$500.00
2573.502	SILT FENCE, TYPE HEAVY DUTY	LF	\$10.00	80.00	80.00	\$800.00
2573.602	ROCK CONSTRUCTION ENTRANCE	EACH	\$1,000.00	6.00	6.00	\$6,000.00
2575.505	SODDING, TYPE LAWN	SY	\$4.50	6700.00	6700.00	\$30,150.00
					TOTAL GROUP 1	\$1,047,330.31

GROUP 2 - ENGINEERS ESTIMATE & COST PARTICIPATION						
					GROUP 2	
PROJECT: COUNTY ROAD F - T.H. 61 TO MCKNIGHT ROAD.					25% S.A.P. 62-612-14	
					75% M.S.A.P. 174-020-19	
DATE: December 5, 2002						
			TOTAL		GROUP2	
ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	QUANTITY	AMOUNT
2021.501	MOBILIZATION	LS	\$106,000.00	1.00	0.15	\$15,900.00
2031.501	FIELD OFFICE, TYPE D	EACH	\$5,000.00	1.00	0.15	\$750.00
2105.522	SELECT GRANULAR BORROW (CV)	CY	\$12.00	9425.00	3487.00	\$41,844.00
2211.503	AGGREGATE BASE (CV), CLASS 7 (P)	CY	\$16.00	4567.00	1690.00	\$27,040.00
2350.501	TYPE MVWE35035B WEARING COURSE MIXTURE	TON	\$40.00	2545.00	942.00	\$37,680.00
2350.502	TYPE MVNW350350B BINDER COURSE MIXTURE	TON	\$36.50	2545.00	942.00	\$34,383.00
2350.502	TYPE LVNW35035B BASE COURSE MIXTURE	TON	\$36.50	3816.00	1412.00	\$51,538.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$1.20	2212.00	818.00	\$981.60
2411.618	MODULAR BLOCK RETAINING WALL	SF	\$25.00	722.00	722.00	\$18,050.00
2502.521	4 INCH PVC PIPE	LF	\$9.00	81.00	81.00	\$729.00
2521.501	4 INCH CONCRETE WALK	SY	\$1.35	20790.00	20790.00	\$28,066.50
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LF	\$8.00	10228.00	10228.00	\$81,824.00
2531.602	CONCRETE PEDESTRIAN RAMP TYPE A	EACH	\$500.00	9.00	9.00	\$4,500.00
2563.601	TRAFFIC CONTROL	LS	\$25,000.00	1.00	0.15	\$3,750.00
					TOTAL GROUP 2	
					\$347,036.10	
					25% S.A.P. 62-612-14	
					\$86,759.03	
					75% M.S.A.P. 174-020-19	
					\$260,277.08	
					TOTAL GROUP 2	
					\$347,036.10	

GROUP 3 - ENGINEERS ESTIMATE & COST PARTICIPATION					GROUP 3		
PROJECT:	COUNTY ROAD F - T.H. 61 TO MCKNIGHT ROAD.				75% S.A.P. 62-612-14		
					25% M.S.A.P. 174-020-19		
DATE:	December 5, 2002						
ITEM NO.	ITEM	UNIT	UNIT PRICE	TOTAL QUANTITY	GROUP3 QUANTITY	AMOUNT	
2021.501	MOBILIZATION	LS	\$106,000.00	1.00	0.32	\$33,920.00	
2031.501	FIELD OFFICE, TYPE D	EACH	\$5,000.00	1.00	0.32	\$1,600.00	
2105.603	WEEP TRENCH	LF	\$9.00	651.00	651	\$5,859.00	
2451.607	TRENCH STABILIZATION ROCK	CY	\$40.00	200.00	200	\$8,000.00	
2501.569	48" RC SAFETY APRON	EA	\$1,000.00	1.00	1	\$1,000.00	
2502.521	8 INCH PVC PIPE	LF	\$10.00	192.00	192	\$1,920.00	
2502.541	4 INCH PERF. PVC PIPE DRAIN	LF	\$9.00	651.00	651	\$5,859.00	
2503.521	58 INCH SPAN RC PIPE- ARCH SEW. DES. 3006 CL IIIA	LF	\$143.00	450.00	450	\$64,350.00	
2503.541	15 INCH RC PIPE SEWER DESIGN 3006 CL V	LF	\$30.00	1253.00	1253	\$37,590.00	
2503.541	27 INCH RC PIPE SEWER DESIGN 3006 CL III	LF	\$40.00	48.00	48	\$1,920.00	
2503.541	33 INCH RC PIPE SEWER DESIGN 3006 CL III	LF	\$43.00	632.00	632	\$27,176.00	
2503.541	42 INCH RC PIPE SEWER DESIGN 3006 CL III	LF	\$108.00	1928.00	1928	\$208,224.00	
2503.541	48 INCH RC PIPE SEWER DESIGN 3006 CL III	LF	\$120.00	1951.00	1951	\$234,120.00	
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$750.00	3.00	3	\$2,250.00	
2506.501	CONSTRUCT DRAINAGE STRUCTURE DSGN 48-4020	LF	\$150.00	33.58	34	\$5,037.00	
2506.501	CONSTRUCT DRAINAGE STRUCTURE DSGN 60-4020	LF	\$243.00	106.01	106.01	\$25,760.43	
2506.501	CONSTRUCT DRAINAGE STRUCTURE DSGN 72-4020	LF	\$300.00	142.00	142	\$42,600.00	
2506.501	CONSTRUCT DRAINAGE STRUCTURE DSGN 84-4020	LF	\$320.00	16.22	16.22	\$5,190.40	
2506.501	CONSTRUCT DRAINAGE STRUCTURE DSGN 96-4020	LF	\$350.00	9.00	9	\$3,150.00	
2506.501	CONSTRUCT DRAINAGE STRUCTURE DSGN 2X3	LF	\$140.00	103.30	103.3	\$14,462.00	
2506.502	CONSTRUCT DRAINAGE STRUCTURE4006 H	EACH	\$150.00	4.00	4	\$600.00	
2506.516	CASTING ASSEMBLY	EACH	\$250.00	60.00	60	\$15,000.00	
2511.501	RANDOM RIPRAP CLASS III	CY	\$30.00	20.00	20	\$600.00	
2563.601	TRAFFIC CONTROL	LS	\$25,000.00	1.00	0.32	\$8,000.00	
					TOTAL GROUP 3		\$754,187.83
					STORM SEWER		
					75% S.A.P. 62-612-14		\$565,640.87
					25% M.S.A.P. 174-020-19		\$188,546.96
					TOTAL GROUP 2		\$754,187.83

GROUP 4 - ENGINEERS ESTIMATE & COST PARTICIPATION					GROUP 4		
PROJECT: COUNTY ROAD F - T.H. 61 TO MCKNIGHT ROAD.					100% CITY OF		
DATE: December 5, 2002					WHITE BEAR LAKE		
					NON-PARTICIPATING		
ITEM NO.	ITEM	UNIT	UNIT PRICE	TOTAL QUANTITY	GROUP4 QUANTITY	AMOUNT	
2021.501	MOBILIZATION	LS	\$106,000.00	1.00	0.02	\$2,120.00	
2031.501	FIELD OFFICE, TYPE D	EACH	\$5,000.00	1.00	0.02	\$100.00	
2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	\$4.00	3320.00	2000	\$8,000.00	
2331.601	BIT. DRIVEWAY (PRIVATE RECONSTRUCTION)	SY	\$21.50	2000.00	2000	\$43,000.00	
2531.507	6 INCH CONC. DRIVEWAY PAVEMENT (PRIVATE)	SY	\$60.00	100.00	100	\$6,000.00	
2563.601	TRAFFIC CONTROL	LS	\$25,000.00	1.00	0.02	\$500.00	
				TOTAL GROUP 4		\$59,720.00	

SUMMARY - ENGINEERS ESTIMATE & COST PARTICIPATION

PROJECT: COUNTY ROAD F - T.H. 61 TO MCKNIGHT ROAD.

DATE: December 5, 2002

GROUPS	S.A.P. 62-612-14 ROADWAY	M.S.A.P. 174-020-19	CITY OF WHITE BEAR LAKE	GROUP TOTALS
GROUP 1 - 100% S.A.P. 62-612-14	\$1,047,330.31			\$1,047,330.31
GROUP 2 - 25% S.A.P. 62-612-14 75% M.S.A.P. 174-020-19	\$86,759.03	\$260,277.08		\$347,036.10
GROUP 3 - STORM SEWER - 75% S.A.P. 62-612-14 25% M.S.A.P. 174-020-19	\$565,640.87	\$188,546.96		\$754,187.83
GROUP 4 - 100% CITY OF WHITE BEAR LAKE NON-PARTICIPATING			\$59,720.00	\$59,720.00
GROUP 5 - 100% M.S.A.P. 174-020-19		\$8,400.00		\$8,400.00
TOTAL	\$1,699,730.21	\$457,224.03	\$59,720.00	\$2,216,674.24

PROJECT TOTAL = \$2,216,674.24

City of White Bear Lake Cost for Preliminary & Construction Engineering Group 2 & Group 3 are eligible for 10% preliminary engineering and 10% construction engineering costs Group 4 eligible for 2% preliminary engineering and 2% construction engineering costs	10%		2%	
	Preliminary/Design Cost	Construction Cost	Preliminary/Design Cost	Construction Cost
Group 2 Total	\$260,277.08	\$26,027.71		
Group 3 Total	\$188,546.96	\$18,854.70		
Group 4 Total	\$59,720.00		\$1,194.40	\$1,194.40
Group 5 Total	\$8,400.00	\$840.00		
Totals =	\$516,944.03	\$45,722.40	\$1,194.40	\$1,194.40
White Bear Lake Total =	\$610,777.64			

GROUP 1 - ENGINEERS ESTIMATE & COST PARTICIPATION						
PROJECT: COUNTY ROAD F - T.H. 61 TO MCKNIGHT ROAD.				GROUP 1		
LANDSCAPE ESTIMATE				S.A.P. 62-612-14		
DATE: December 5, 2002						
				TOTAL	GROUP 1	
ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	QUANTITY	AMOUNT
2021.501	MOBILIZATION	LS	\$2,000.00	1.00	0.49	\$980.00
				TOTAL GROUP 1		\$980.00

GROUP 3 - ENGINEERS ESTIMATE & COST PARTICIPATION						
LANDSCAPE ESTIMATE				GROUP 3		
PROJECT:	COUNTY ROAD F - T.H. 61 TO MCKNIGHT ROAD.				75% S.A.P. 62-612-14	
					25% M.S.A.P. 174-020-19	
DATE:	December 5, 2002					
				TOTAL	GROUP3	
ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	QUANTITY	AMOUNT
2571.602	RAINWATER GARDEN PLANT, #1 CONT.	EACH	\$12.00	1305.00	1305	\$15,660.00
2575.604	GEOJUTE, EROSION CONTROL FABRIC	SY	\$2.50	5218.00	5218	\$13,045.00
				TOTAL GROUP 3		\$28,705.00
			STORM SEWER			
			75% S.A.P. 62-612-14			\$21,528.75
			25% M.S.A.P. 174-020-19			\$7,176.25
			TOTAL GROUP 2			\$28,705.00

GROUP 4 - ENGINEERS ESTIMATE & COST PARTICIPATION						
	LANDSCAPE ESTIMATE				GROUP 4	
PROJECT:	COUNTY ROAD F - T.H. 61 TO MCKNIGHT ROAD.				100% CITY OF	
					WHITE BEAR LAKE	
DATE:	December 5, 2002				NON-PARTICIPATING	
					TOTAL	GROUP4
ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	QUANTITY	AMOUNT
2021.501	MOBILIZATION	LS	\$2,000.00	1.00	0.51	\$1,020.00
					TOTAL GROUP 4	\$1,020.00

**SUMMARY - ENGINEERS ESTIMATE & COST PARTICIPATION
LANDSCAPE ESTIMATE
PROJECT: COUNTY ROAD F - T.H. 61 TO MCKNIGHT ROAD.**

23100

DATE: December 5, 2002

GROUPS	S.A.P. 62-612-14 ROADWAY	M.S.A.P. 174-020-19	CITY OF WHITE BEAR LAKE	GROUP TOTALS
GROUP 1 - 100% S.A.P. 62-612-14	\$980.00			\$980.00
GROUP 2 - 25% S.A.P. 62-612-14 75% M.S.A.P. 174-020-19	\$5,925.00	\$17,775.00		\$23,700.00
GROUP 3 - 75% S.A.P. 62-612-14 25% M.S.A.P. 174-020-19	\$21,528.75	\$7,176.25		\$28,705.00
GROUP 4 - 100% CITY OF WHITE BEAR LAKE NON-PARTICIPATING			\$1,020.00	\$1,020.00
TOTAL	\$28,433.75	\$24,951.25	\$1,020.00	\$54,405.00

PROJECT TOTAL = \$54,405.00

City of White Bear Lake Cost for Preliminary & Construction Engineering Group 2 & Group 3 are eligible for 10% preliminary engineering and 10% construction engineering costs Group 4 eligible for 2% preliminary engineering and 2% construction engineering costs	10%		2%	
	Preliminary/Design Cost	Construction Cost	Preliminary/Design Cost	Construction Cost
Group 2 Total	\$17,775.00	\$1,777.50		
Group 3 Total	\$7,176.25	\$717.63		
Group 4 Total	\$1,020.00		\$20.40	\$20.40
Totals =	\$25,971.25	\$2,495.13	\$20.40	\$20.40
White Bear Lake Total =	\$31,002.30			

VLAWMO Cost Share Agreement

This agreement is made the 13th day of July, 2012, by and between the Vadnais Lake Area Water Management Organization, (hereinafter "WMO") and City of White Bear Lake, 4701 Highway 61, White Bear Lake, MN 55110, (hereinafter "City"), which is accepting responsibility for the project located at the home of Mike Dreyling, 2105 Blomquist Ave, White Bear Lake, MN 55110.

1. BACKGROUND

- 1.1 The WMO has included in its annual budget funds to cost-share with approved Landowners to implement best management practices within the watershed boundaries.
- 1.2 The WMO funding is limited to 50% of the cost of materials actually incurred by the Landowners for the project as approved by the WMO, up to a maximum contribution of \$1,000 per residential Landowner and \$1,000 per parcel per commercial/governmental Landowner.
- 1.3 City has applied to the WMO for funds to help pay for the costs of materials for a raingarden project (hereinafter "Project") as described in the Cost Share Application attached herein as Exhibit A.
- 1.4 The WMO is willing to fund the Project described in Exhibit A in accordance with the terms of this Agreement.

2. SERVICES

- 2.1 City will complete the Project described in Exhibit A in accordance with the terms, scope, schedule, and budget set forth therein within one year of the date of this agreement.
- 2.2 **City or successors shall maintain the Project for a period of five (5) years.** Maintenance means keeping the Project in working condition so that it performs water quality and/or stormwater protection functions. This will likely include: watering, weeding, replacing mulch, replacing plants, repair of inlets/outlets, among other maintenance activities. WMO staff will visit the site on an annual basis to ensure maintenance is being done.

3. REIMBURSEMENT

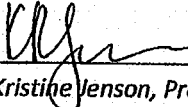
- 3.1 Expenses incurred by City in Exhibit A will be reimbursed by the WMO up to 50% of the total cost of materials and approved labor actually incurred by City up to a maximum of **\$830.00**. Materials eligible for reimbursement shall be those that are used solely for the Project. Materials that are purchased or rented and not contained within the Project are not eligible for reimbursement. Labor costs must be incurred through a professional company for work done on the project as described in Exhibit A. Upon incurring the costs identified in Exhibit A, City shall provide a list of all reimbursable expenses incurred and receipts or copies of receipts therefore, to the WMO.

- 3.2 The WMO will reimburse the identified reimbursable expenses in accordance with Section 3.1 within 60 days of receipt of the required financial and performance information and receipts.
- 3.3 The WMO will not be liable or responsible for payment for services or reimbursement for expenses other than those specified as reimbursable expenses in accordance with Section 3.1.
- 3.4 Following the completion of the project described in Exhibit A, City shall submit a final financial report to the WMO listing the final expenses for the activity, along with copies of receipts.

4. GENERAL TERMS

- 4.1 This Agreement shall remain in effect unless cancelled by mutual agreement or in accordance with Section 4.2. This Agreement shall expire if the Project is not completed pursuant to the schedule in Exhibit A and the financial information required by Sections 3.1 and 3.4 is not received within one year from approval.
- 4.2 If weather or other conditions beyond the control of the City do not permit the completion of this Project within one year after approval, this Agreement may be amended, by mutual written consent of the parties, to reschedule the Project and funding.
- 4.3 City must obtain all permits required in conjunction with the Project, including but not limited to City and Department of Natural Resources approval, prior to starting the Project.
- 4.4 City agrees to allow the WMO access to the Project area for evaluation while project is being constructed, for annual maintenance reviews, and to allow the WMO to take pictures to use for public promotion of the cost share program.
- 4.5 City will act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. The WMO will not be an employer, partner, or co-venturer with City for any purpose. Nothing herein authorizes City to act as an agent or representative of the WMO for any purpose whatsoever.
- 4.6 City shall indemnify, defend and hold the WMO and its agents, employees, officers and contractors harmless from all claims made by City, Landowner and/or third parties for damage or loss sustained or costs incurred, including but not limited to WMO staff, engineering and attorneys fees, in connection with or arising out of the issuance of and/or acceptance and payment by the WMO of funds pursuant to this cost-share, construction of the project, or this agreement.


VADNAIS LAKE AREA WATER
MANAGEMENT ORGANIZATION



Kristine Jensen, Project Coordinator

Date: 12/19/12

CITY REPRESENTATIVE



PWD/CE

Title

2105 Blomquist Ave, White Bear Lake, MN 55110
Address of project

Date: 12/12/12

VLAWMO Cost Share Agreement

This agreement is made the 13th day of July, 2012, by and between the Vadnais Lake Area Water Management Organization, (hereinafter "WMO") and City of White Bear Lake, 4701 Highway 61, White Bear Lake, MN 55110, (hereinafter "City"), which is accepting responsibility for the project located at the home of Miriam Whitney, 3790 Van Dyke St, White Bear Lake, MN 55110.

1. BACKGROUND

- 1.1 The WMO has included in its annual budget funds to cost-share with approved Landowners to implement best management practices within the watershed boundaries.
- 1.2 The WMO funding is limited to 50% of the cost of materials actually incurred by the Landowners for the project as approved by the WMO, up to a maximum contribution of \$1,000 per residential Landowner and \$1,000 per parcel per commercial/governmental Landowner.
- 1.3 City has applied to the WMO for funds to help pay for the costs of materials for a raingarden project (hereinafter "Project") as described in the Cost Share Application attached herein as Exhibit A.
- 1.4 The WMO is willing to fund the Project described in Exhibit A in accordance with the terms of this Agreement.

2. SERVICES

- 2.1 City will complete the Project described in Exhibit A in accordance with the terms, scope, schedule, and budget set forth therein within one year of the date of this agreement.
- 2.2 **City or successors shall maintain the Project for a period of five (5) years.** Maintenance means keeping the Project in working condition so that it performs water quality and/or stormwater protection functions. This will likely include: watering, weeding, replacing mulch, replacing plants, repair of inlets/outlets, among other maintenance activities. WMO staff will visit the site on an annual basis to ensure maintenance is being done.

3. REIMBURSEMENT

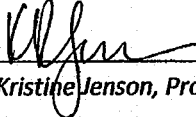
- 3.1 Expenses incurred by City in Exhibit A will be reimbursed by the WMO up to 50% of the total cost of materials and approved labor actually incurred by City up to a maximum of **\$850.00**. Materials eligible for reimbursement shall be those that are used solely for the Project. Materials that are purchased or rented and not contained within the Project are not eligible for reimbursement. Labor costs must be incurred through a professional company for work done on the project as described in Exhibit A. Upon incurring the costs identified in Exhibit A, City shall provide a list of all reimbursable expenses incurred and receipts or copies of receipts therefore, to the WMO.

- 3.2 The WMO will reimburse the identified reimbursable expenses in accordance with Section 3.1 within 60 days of receipt of the required financial and performance information and receipts.
- 3.3 The WMO will not be liable or responsible for payment for services or reimbursement for expenses other than those specified as reimbursable expenses in accordance with Section 3.1.
- 3.4 Following the completion of the project described in Exhibit A, City shall submit a final financial report to the WMO listing the final expenses for the activity, along with copies of receipts.

4. GENERAL TERMS

- 4.1 This Agreement shall remain in effect unless cancelled by mutual agreement or in accordance with Section 4.2. This Agreement shall expire if the Project is not completed pursuant to the schedule in Exhibit A and the financial information required by Sections 3.1 and 3.4 is not received within one year from approval.
- 4.2 If weather or other conditions beyond the control of the City do not permit the completion of this Project within one year after approval, this Agreement may be amended, by mutual written consent of the parties, to reschedule the Project and funding.
- 4.3 City must obtain all permits required in conjunction with the Project, including but not limited to City and Department of Natural Resources approval, prior to starting the Project.
- 4.4 City agrees to allow the WMO access to the Project area for evaluation while project is being constructed, for annual maintenance reviews, and to allow the WMO to take pictures to use for public promotion of the cost share program.
- 4.5 City will act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. The WMO will not be an employer, partner, or co-venturer with City for any purpose. Nothing herein authorizes City to act as an agent or representative of the WMO for any purpose whatsoever.
- 4.6 City shall indemnify, defend and hold the WMO and its agents, employees, officers and contractors harmless from all claims made by City, Landowner and/or third parties for damage or loss sustained or costs incurred, including but not limited to WMO staff, engineering and attorneys fees, in connection with or arising out of the issuance of and/or acceptance and payment by the WMO of funds pursuant to this cost-share, construction of the project, or this agreement.

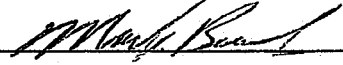
VADNAIS LAKE AREA WATER
MANAGEMENT ORGANIZATION



Kristine Jensen, Project Coordinator

Date: 12/19/12

CITY REPRESENTATIVE



PWDICE

Title

3790 Van Dyke St, White Bear Lake, MN 55110

Address of project

Date: 12/12/12

OPERATION AND MAINTENANCE AGREEMENT
FOR
EROSION CONTROL AND LANDSCAPING FEATURES

THIS AGREEMENT is made on November 3, 2008 by The City of White Bear Lake (Owner) of the property described in the attached **Exhibit A** (Property), and the Rice Creek Watershed District (RCWD), a Minnesota Special Purpose Unit of Government.

WHEREAS, the Owner agrees to construct an erosion control and landscaping plan on the Property in the approximate location depicted on the attached **Exhibit B**.

WHEREAS, the RCWD agrees to cost share the erosion control structures and/or landscaping techniques in the amount specified on the attached **Exhibit C**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Owner assumes the full and sole responsibility for the installation, maintenance and management of the erosion control and landscaping project on the Property in accordance with the approved grant application attached at **Exhibit B**, which meets the RCWD standards.
2. The RCWD will not under any circumstances be responsible for the on-going physical performance of the erosion control structures and landscaping features, or for any repairs, changes or alterations to the same and appurtenances, and the RCWD will not be liable for the cost thereof.
3. The Owner agrees, at no cost to the RCWD, to regularly: (1) maintain the integrity and viability of the erosion control structures and plantings, (2) maintain all native perennial vegetation in the project area in a way which does not compromise the effectiveness of the design, (3) maintain and trim all other shrubs and vegetation in the project area, (4) remove all litter and debris from the project area, and (5) repair or replace any grass or other vegetation in the project area disturbed by maintenance.
4. The Owner agrees to indemnify, defend and hold harmless the RCWD from all present and future claims that may arise from the construction and maintenance of the erosion control practice located on the Property.
5. The Owner shall allow the RCWD to bring other landowners to the Property, at reasonable times and with prior notice to The Owner, to view the Project for the purpose of encouraging other landowners to similar Best Management Practices.
6. The Owner agrees to notify the RCWD if the property is sold, so that the new owner can be approached and explain to him/her the purpose of the erosion control structures and/or landscaping techniques.

7. This agreement is valid for 5 years after installation date.
8. Any notice provided under this Agreement will be sent by certified mail, return receipt requested, or by personal service at the following address:

Owner Rice Creek Watershed District
4325 Pheasant Ridge Drive NE, Suite 611
Blaine, MN 55449

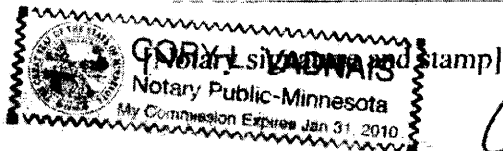
Dated: November 5, 2008

Dated: 11/12/08

OWNER: [Signature]
City of White Bear Lake

RICE CREEK WATERSHED DISTRICT
By [Signature]
Its District Administrator

The foregoing instrument was acknowledged before me this 5th day of NOVEMBER, 2008, by MARK SATHER.



[Signature]

The foregoing instrument was acknowledged before me this 12 day of November, 2008, by Douglas L. Thomas and by [Signature], the administrator and [Signature] respectively of the Rice Creek Watershed District, a Minnesota Special Purpose Unit of Government, on its behalf.

[Signature]

[Notary signature and stamp]



This instrument was drafted by:
Rice Creek Watershed District
4325 Pheasant Ridge Drive NE, Suite 611
Blaine, MN 55449

NOTES:

To be included in budget:

- Removal of all rip rap along project area.
- Maintenance including weeding, replacing dead plants, and repairing fencing for the **first three** growing seasons.
- Preparation of planting areas including removal of turf grass and invasives and regrading where necessary.
- Straw erosion control blanket over all transitional planting areas below OHW.
- Shredded hardwood mulch at 3" thick on all upland planting areas above OHW.
- 14 boulders with flat surfaces at least 3' in diameter.
- Flagstones to be used for paths through plantings down to lake edge.
- Split-rail fence – about 420 feet – along upland edges of planting throughout Lions Park.

existing on site:

- River Bulrush
- Softstem Bulrush
- Bottlebrush Sedge
- Sandbar Willow
- Several weeds, including: Jewelweed, Creeping Charlie, Reed Canary Grass, Narrow-leaved Cattail, Purple Loosestrife, White Clover, Goat's Beard, Canada Thistle, Crab Grass
- Rip Rap

Symbol	Scientific Name	Common Name	Spacing	Size	Quantity
Shrubs					
BA	<i>Baptisia alba</i>	Wild Indigo	3'		
CS	<i>Cornus sericea</i>	Red Osier Dogwood	4'		
DV	<i>Diervilla lonicera</i>	Dwarf Bush Honeysuckle	3'		
Forbs					
AG	<i>Andropogon gerardii</i>	Big Bluestem	18"		
AC	<i>Aquilegia canadensis</i>	Columbine	18"		
AI	<i>Asclepias incarnata</i>	Swamp Milkweed	18"		
AT	<i>Asclepias tuberosa</i>	Butterflyweed	12"		
CL	<i>Carex lasiocarpa</i>	Lake Sedge	12"		
EP	<i>Echinacea purpurea</i>	Purple Coneflower	18"		
EH	<i>Elymus hystrix</i>	Bottlebrush Grass	18"		
HA	<i>Helenium autumnale</i>	Sneezeweed	18"		
IV	<i>Iris versicolor</i>	Blueflag Iris	12"		
LP	<i>Liatris pycnostachya</i>	Prairie Blazingstar	18"		
LC	<i>Lobelia cardinalis</i>	Cardinal Flower	18"		
MS	<i>Matteuccia struthiopteris</i>	Ostrich Fern	18"		
MF	<i>Monarda fistulosa</i>	Wild Bergamot	18"		
OS	<i>Onoclea sensibilis</i>	Sensitive Fern	18"		
PB	<i>Polygonatum biflorum</i>	Solomon Seal	18"		
RH	<i>Rudbeckia hirta</i>	Black-eyed Susan	18"		
SF	<i>Scirpus fluviatilis</i>	River Bulrush	12"		
SV	<i>Scirpus validus</i>	Softstem Bulrush	12"		
SP	<i>Spartina pectinata</i>	Prairie Cordgrass	18"		
VV	<i>Veronicastrum virginicum</i>	Culver's Root	18"		
AN	<i>Aster novae-angliae</i>	New England Aster	18"		
EP	<i>Eupatorium perfoliatum</i>	Boneset	18"		
VH	<i>Verbena hastata</i>	Blue Vervain	18"		
VF	<i>Vernonia fasciculata</i>	Ironweed	18"		

Shoreline Calculator

(for Raingarden Calculator, click tab at bottom of the page)

Please enter the following information (if it does not apply enter 0):

Length of Aquatic Zone (feet)	1487	
Width of Aquatic Zone (feet)	2	Note enter 0 if you are no biologs only
Length of Transitional Zone (feet)	1487	
Width of Transitional Zone (feet)	4	←
Length of Upland Zone (feet)	1487	
Width of Upland Zone (feet)	3	←
Area to be planted with shrubs (square feet)	0	
Number of trees to be planted	0	
Will you use biologs? (if yes, enter 1, if no, enter 0)	1	
Measure the vertical drop from bottom of lake/creek to top of bank (inches)	48	
Number of "Coconut Fiber Erosion Control Blanket" rolls needed (6.5' by 108')	0	Note install in slopes stee
Number of "Straw Erosion Control Blanket" rolls needed (6.5' by 108')	0	Note instal in moderate sl
Number of "Salamander Erosion Control Blanket" rolls needed (6.5' by 164')	0	Note install in slopes stee
Percentage of upland area where mulch will be used (0-100)	100	

The following information should be calculated automatically:

		Cost/unit	Total cost
Emergent plugs	991	1.5	1487
Emergent pots	862	6	5174.76
Transitional plugs	3033	1.5	4550.22
Upland plugs	2275	1.5	3412.665
Shrubs	0	20	0
Number of trees	0	60	0
Shredded wood mulch (Cubic Yards)	41	30	1239.1667
16" biologs	198	100	19826.667
12" biologs	0	60	0
Biostakes (1 box of 500 stakes per 2000 SF)	5	90	468.405
48" * 2" * 2" wooden stakes	1190	2	2379.2
24" wooden stakes	0	1	0
"Coconut Fiber Erosion Control Blanket" rolls needed (6.5' by 108')	0	120	0
"Straw Erosion Control Blanket" rolls needed (6.5' by 108')	0	40	0
"Salamander Erosion Control Blanket" rolls needed (6.5' by 164')	0	150	0
Herbicide	10	100	1040.9
5' Fence Posts (1 every 5 ft of shore)	298	3	894.6
Fence (4' by 50')	30	20	596.4
Fence Ties (100/bag)-1 bag per 25 posts	12	4	47.712

Enter other required materials (and prices):

Total 41117.695



July 29, 2008

Project:

Mark Burch
4701 Highway 61
White Bear Lake, MN 55110
Shoreline Restoration

Project Overview:

Proposed Lakeshore Restoration in the Lions Park Area on White Bear Lake. The project will cover 1487 lineal ft (approx. 10,500sqft) of eroded shoreline on the west side of the lake (Hwy 61 and White Bear Ave). The restoration would include biologists, erosion control fabrics, native plants, and rock outcroppings to improve fishing areas.

Funding Request:

Material: \$40,000.00
Labor: not estimated
Total: \$40,000.00
Cost Share Request: \$5,000.00

Recommendation:

It is my recommendation that this project be awarded the Cost Share at the 50% match limit.

The shoreline restoration would be a great water quality improvement by keeping the shore in place. It would also be an excellent educational piece because of the high visibility, and recreational use of the area. The upland buffer would also help deter geese, and increase wildlife habitat.

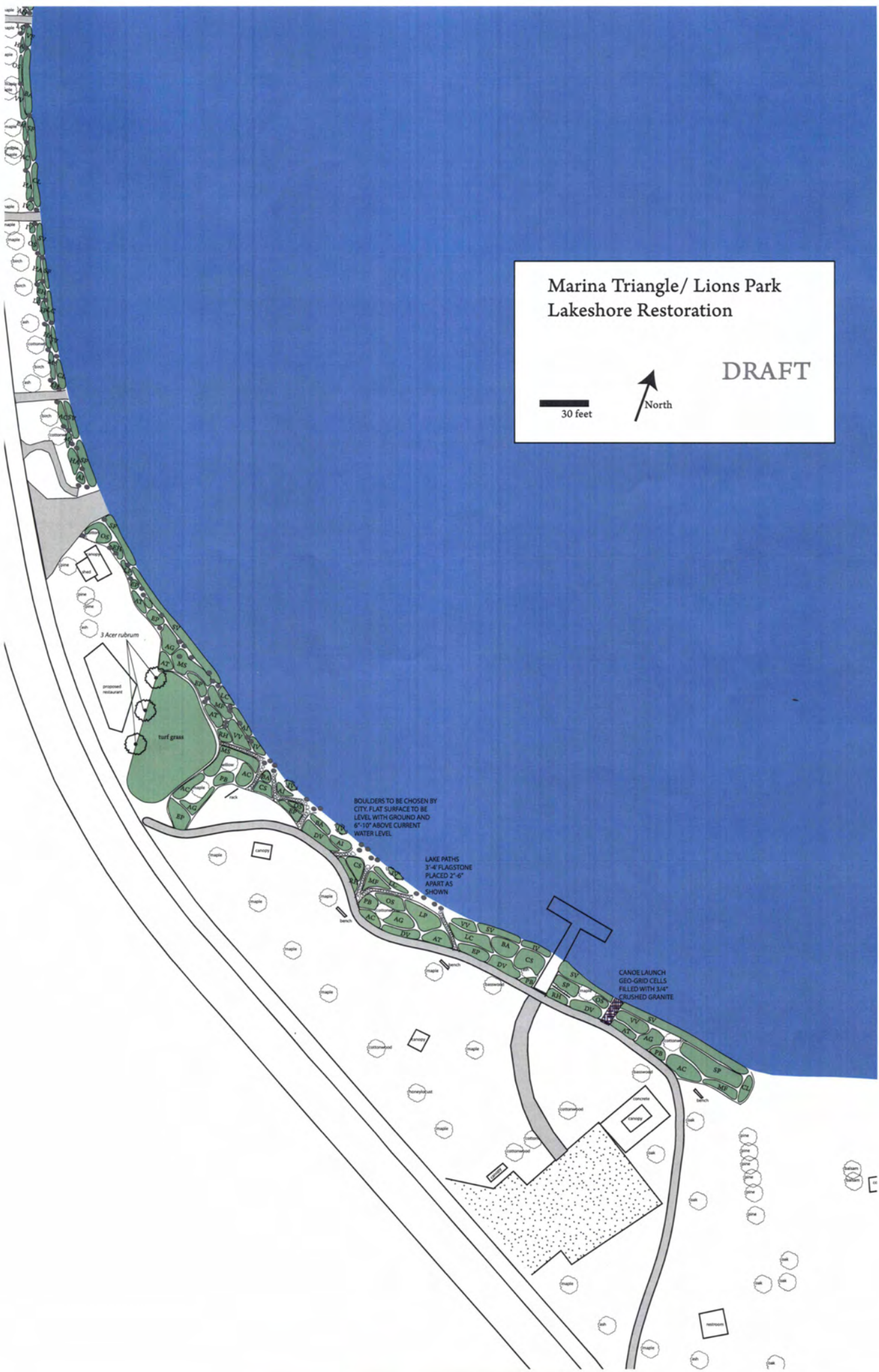
Sincerely,

Ryan Johnson
Urban BMP Specialist
Ramsey Conservation District

Marina Triangle/ Lions Park
Lakeshore Restoration

DRAFT

30 feet



BOULDERS TO BE CHOSEN BY CITY FLAT SURFACE TO BE LEVEL WITH GROUND AND 6"-10" ABOVE CURRENT WATER LEVEL

LAKE PATHS 3'-4" FLAGSTONE PLACED 2'-6" APART AS SHOWN

CANOE LAUNCH GEO-GRID CELLS FILLED WITH 3/4" CRUSHED GRANITE

Standard Operation Procedures
for
Inspection and Maintenance

**PROJECT:
Stormwater BMP “Water Tracks”**

Central Middle School, White Bear Lake, MN



EARTH WIZARDS, INC.
Balancing Urban Development and Water Conservation

November 2012

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1 BACKGROUND

Vadnais Lakes Area Water Management Organization did a study in 2010 that identified sub watershed areas that would have the greatest impact on storm water quality for instituting storm water BMPs. Lambert Creek is on the Impaired Waters List of Minnesota and the sub watershed where Central Middle School is located was noted as one of the primary areas.

Previously a grass swale received runoff from the building, parking lot and ballfields to a storm water outlet that discharges directly to Lambert Creek. Unfortunately the grass swale took in a great deal of sediment, created problems for the school maintenance staff and resulted in concerns of sediment discharge. The area presented a great opportunity to store and slow down runoff with better safeguards to control sediment capture.

The design incorporates sediment capture structures, an underground storage system (Stormtech Chambers) on the north end only and a bioswale planted with natives throughout the entirety of the vegetated median.

There are three lines of defense for sediment capture at the main inlets (north end):

- Concrete Forebay - designed for a skid loader to readily clean out,
- Deep Sump Catch Basin, and the
- Stormtech Underground Storage Isolator Row.

On the south end of the bioswale (school-side), curb cuts were placed to allow additional runoff to enter into the area with low-tech "Portland 1/2 Pails" (1 gallon landscape pots that are cut in half and filled with rock). The most southern portion of the swale (school-side), a section of ScourStop was installed to prevent scouring at another large curb cut. Additionally the grade was adjusted to encourage water flow to the north into the native planting area rather than immediately short-circuiting to the outlet pipe.

2 INSPECTION

2.1 Access and Easements

Full access from each side of the bioswale is readily available. Any large equipment will need to coordinate with the School Administration beforehand.

Contact: Phil Fischer, Manager of Building Operations # (651) 407-7534

2.2 Project Overview Map

Inspection and maintenance personnel may utilize the Plan "Water Tracks" located in Appendix A_1 and A_2 to understand the project overview and the locations of the various stormwater Best Management Practices (BMPs).

2.3 Water Tracks Features

It is important for maintenance personnel to understand the function of each of these features to prevent damage during maintenance operations. Below is a list of the features within this project and the corresponding maintenance inspection items that can be anticipated:

TABLE 1
Typical Inspection & Maintenance Requirements Matrix

	Sediment Removal	Trash/ Debris Removal	*Spring/ Fall Mowing	Erosion	Weed	Overseed
Concrete Forebay (northwest)	X	X				
Concrete Spillway (northeast)	X	X				
Nyoplast Deep Sump Catch Basin (north end)	X	X				
Isolator Row	X	X				
Portland 1/2 Pails	X	X				
Bioswale		X			X	
Sediment Logs	X	X		X		
No Mow Turf		X	X		X	X
ScourStop	X	X		X	X	
Rip Rap	X	X		X	X	
Pipe Outlet	X	X		X	X	
Stone Steps	X	X		X	X	



2.3.1 Main Inlet (North End) - Concrete Forebay, Nyoplast Deep Sump Catch Basin and Concrete Spillway

Sediment and trash will collect in this area. Regular monthly maintenance should be done with the forebay and spillway. Record keeping will begin with the chambers to determine how much sediment accumulates within a certain timeframe to establish the cleaning schedule for the Vac Truck.

The typical maintenance activities that are required at the Main Inlet

a. Concrete Forebay - Sediment, trash and muck will accumulate. Remove the grate and clean out the structure by shoveling or with a skidloader. Occasionally sweep out. There are weep holes in the bottom of the chamber that should be checked and cleaned out to prevent plugging.

b. Nyoplast Deep Sump Catch Basin – Remove the grate and clean out using a JetVac truck. The sump is 48” deep and the overall structure is 75” deep (outflow pipe is 24”). The Stormtech Underground Storage Chamber - Isolator Row ONLY will also require occasional cleaning with the JetVac Truck.



c. Stone/Concrete Spillway – Less runoff enters through this opening so an expensive fore bay was unnecessary. The stone acts to slow the runoff and will capture some sediment. Either sweeping or blowing it out with a backpack blower will work well. Any cracks that may develop in the concrete spillway should be filled with a concrete crack filler.

2.3.2 Isolator Row (see Appendix B_1 and B2, Report Appendix C_2)

On the north side from the Nyoplast Sump Catch Basin Structure running south to the bridge is the Stormtech Underground Storage Chamber System. One row was installed of the SC-740 Infiltration Chambers with the first 6 chambers as the Isolator Row followed by an additional 11 chambers that allow for quicker infiltration. The Isolator Row has a woven geotextile on the bottom to allow for the JetVac Truck to apply force without causing erosion. The northernmost three access ports correspond to the Isolator Row, with the JetVac truck the access would be these three ports only.



Nyoplast Deep Sump Catch Basin

First SC-740 Chamber (part of the Isolator Row)



Access Port

Access Port



Measurements of sediment build up of the three northernmost access ports to be done on a frequent basis. There will be some margin of error (0.5") due to the rock base but accuracy to determine whether JetVac of the system needs to happen with sediment buildup. The measurement should be noted with the top of the pipe - in this photo the reading is 52-10/16". See Appendix C_2 for the Inspection Maintenance Report Form.

2.3.3 Portland 1/2 Pails

Concrete curbcuts were done to allow for additional runoff to enter the bioswale. Behind these curb cuts a 1 gallon pail was cut in half and filled with rock. These were installed to also illustrate a low-tech method to capture sediment.



The typical maintenance activities that are required:

Sediment/Debris - Sometimes just a portion of the top layer of rock can be removed and that will remove most of the debris. Occasionally the entire pail will need to be dumped out, replaced with new rock and reinstalled. Make sure the surrounding soil/mulch has been replaced with any disturbance caused around the area and note the elevation height to allow the water not to be held back (too high) or not capturing sediment (too low). Make proper adjustments.

2.3.4 Bioswale

The bioswale was graded to first encourage the water to enter the underground storage chamber before being received in the bioswale. The overall grade is “stepped down” to encourage back flow to slow the water down while still allowing flow towards the outlet pipe. Sediment logs have been placed to prevent erosion until the plants are mature. The logs will naturally decompose.



The typical maintenance activities that are required for the bioswale are as follows:

a. Weeding – Remove weeds routinely. If very dry conditions have

existed it's helpful to water the area which will loosen the root system for easily pulling. Larger weeds may require a narrow pointed trowel to help ensure that the entire root system is removed.

b. Sediment/Pollutant Removal – Most sediment will be deposited in the pre-treatment systems, however finer suspended particles may migrate to the filter media. These sediments may need to be removed to ensure proper infiltration rates of the stormwater runoff. Observing the length of time of ponding (over 72 hours) will indicate that this is occurring and any build up that happens around the base of the plants should be removed.

c. Mulching - Depending upon the survivability of the plants and any erosion that has taken place, a double shredded hardwood mulch should be placed on exposed soils.

d. Infiltration Rate Test - An infiltration test may be necessary to ensure proper functioning of the filter media. Concerns with observed ponding for long durations (over 72 hours), an infiltration test should be conducted. Digging a test hole may show that a top layer of sediment has prevented infiltration so note the cross-section of the test holes being dug as well.

e. Watering - One great aspect of native plants is the deep root system which allows them to be more drought tolerant than non-natives. However, if the plants show wilting, browning or lack of growth, a deep watering of the plants should occur on a regular basis. Generally within the first two years a weekly watering regimen is required that equates to an 1". Checking the soil by hand will show whether the plants were watered deeply enough.

2.3.5 Sediment Logs

Sediment logs have been placed in the bioswale to help slow down the flow of the runoff through the swale as well as a temporary erosion control method. As the plants mature in size to naturally slow down the water, these will be unnecessary to replace unless certain areas of the swale exhibit poor plant growth. Also if there is any indication of "mild" erosion, these logs provide an easy method to install in those places.

The typical maintenance activities that are required for the sediment logs are as follows:

a. Sediment - Some accumulation may occur on the upside grade (northern) of the logs. Remove the sediment and replace with 3-4" of double shredded hardwood mulch.

b. Erosion – Any indication of "rilling" or "rutting" may be as a result of the log having moved. Shovel a level grade into the soil to partially bury the log and re-secure using long sod staples. Repairing the surrounding area with mulch and possibly combined with another temporary erosion control using a bionet coconut blanket will be necessary.

Resources: Bionet Coconut Blanket - Ramy Turf, Brock White
Mulch - Ceres, Brooklyn Center

2.3.6 No Mow Turf

Surrounding the native-planted bioswale is a No Mow Turf embankment/side slope. The seed blend allows for minimal inputs (water/fertilization/mowing), and develops a longer shaggy looking grass. This blend of fescue is a warm-season grass which will green up

later than a Kentucky Bluegrass and will stay green during drought periods. A major mistake that is made is mowing this area too low. Only the shoots that occur in the spring and fall should be mowed, not any of the vegetation crown. Oftentimes, this turf will look sparse for the first two years until it thrives.

The typical maintenance activities that are required for the embankments areas are as follows:

a. Vegetation Sparse – The embankments are one of the most visible parts of the project and, therefore, aesthetics is important. Adequate and properly maintained vegetation can greatly increase the overall appearance of the landscape. Also, proper establishment of the vegetation can reduce the potential for erosion and subsequent sediment transport to the filter media, thereby reducing the need for more costly maintenance. Overseed as necessary and be careful not to cut the crown of the grass.

b. Erosion – If an area is prone to erosion and unable to vegetate properly, supplemental temporary erosion control blankets may need to be installed. In these areas a straw-coconut or a double-sided straw again with a bionet grid that is fully degradable should be used.

c. Trash/Debris – Trash and debris can accumulate needing removal.

d. Mowing – In the Spring and Fall, this fescue blend will produce large stalks/shoots that will be quite tall relative to the turf. Only these shoots should be mowed, ideally with a weed whipper, not a mower which doesn't allow for a high enough setting. Note the seeds atop the stalks that will help to reseed the area.

e. Watering - Despite the fescue blend tolerating drought, it may be necessary to water the vegetation. Evidence of browning or sparseness will indicate when it should be watered. If a water truck is used, be careful to create a soft spray rather than a hard erosive blast.

Resources: Bionet Erosion Blanket - Ramy Turf, Brock White
No Mow Grass Seed - Ramy Turf and some garden centers may carry

2.3.7 Outlet Area - ScourStop, Pipe Outlet and Rip Rap

Ensuring the runoff to exit the bioswale is important. Severe rain events and early spring conditions will create problems if this area is not working properly.

The typical maintenance activities that are required for the final outlet area are as follows:

a. Riprap Displaced – Flow or snowplow activities may cause any riprap to be dislodged. Moving the rock around or adding to it may be necessary.

b. Erosion - *At the most southern curb cut a section of ScourStop was installed and planted. Check this piece and ensure that it is at the right elevation, adjust as needed. Erosion occurring around the rip rap or near the pipe will require either more riprap or a permanent erosion control blanket.*

c. Weeding – Remove undesirable vegetation. It may be difficult to weed within the rip rap so a minimal application of weed killer can be applied. Make sure that it is applied per instructions on the product with close attention to the drying time before a rain event or watering application of the landscape. Please note that these products are detrimental to our bee populations so infrequent usage should be considered as much as possible.

d. Obstruction/Debris – Clear any obstruction (man made or natural) to ensure that the pipe receives the overflow. It may be necessary to check the pipe itself.

2.3.8 Stone Steps

Through the bioswale there are access stone steps to allow for people movement from one side to the other. Additionally the stone provides another barrier for the water to slow down. Sediment/debris may accumulate around these areas and vegetation/weeds will need to be attended to. Most importantly the steps need to be stable. With the flow of water through the area and sandy side slopes there will be movement of the stone so ensuring that each step is secure is necessary.

The typical maintenance activities that are required for the stone steps are as follows:

a. Sediment/Debris– Remove as necessary.

b. Vegetation Sparse or Weedy - Remove any weeds and supplement with the surrounding material. The steps are within both the No Mow Turf which could require overseeding in those spaces or within the bioswale. Plants should be far enough away from the pedestrian path to prevent any overgrowth.

c. Shifting – Resecure any stone steps that have dislodged. Bury into the soil and level. It may be necessary to use a Class V gravel base to help the stone stay in place better.

2.3.8 Miscellaneous

There are a variety of inspection/maintenance issues that may not be attributed to a single feature within the SFB. This category on the inspection form is for maintenance items that are commonly found in the Water Tracks Project, but may not be attributed to an individual feature.

a. Graffiti/Vandalism – Vandals can cause damage to the stormwater BMP. If criminal mischief is evident, the inspector should forward this information to the school contact and VLAWMO. Onsite educational signage is present on the southernmost end of the project and may be prone to graffiti or damage.

b. Public Hazards – Public hazards include items such as vertical drops of greater than 4-feet, containers of unknown/suspicious substances, and exposed metal/jagged concrete on structures. **If any hazard is found within the facility area that poses an immediate threat to public safety, call the school contact and VLAWMO right away.**

c. Other – Any miscellaneous inspection/maintenance items not contained on the form should be entered here.

2.4 **Inspection Forms**

Inspection forms are located in Appendix C_1 and C2. Inspection forms shall be completed by the person(s) conducting the inspection activities. Each form shall be reviewed and submitted to VLAWMO. These inspection forms shall be kept indefinitely and made available anytime.

3 MAINTENANCE CONCERNS

3.1 Maintenance Personnel

Maintenance personnel need to be trained by Earth Wizards' staff to ensure a proper understanding. Earth Wizards' staff is involved for the first 3 years of the project (2010-2014), after that the School Maintenance Staff will be taking over unless Earth Wizard's contract term is extended. Please note, that inadequately trained personnel can cause additional problems resulting in additional maintenance costs.

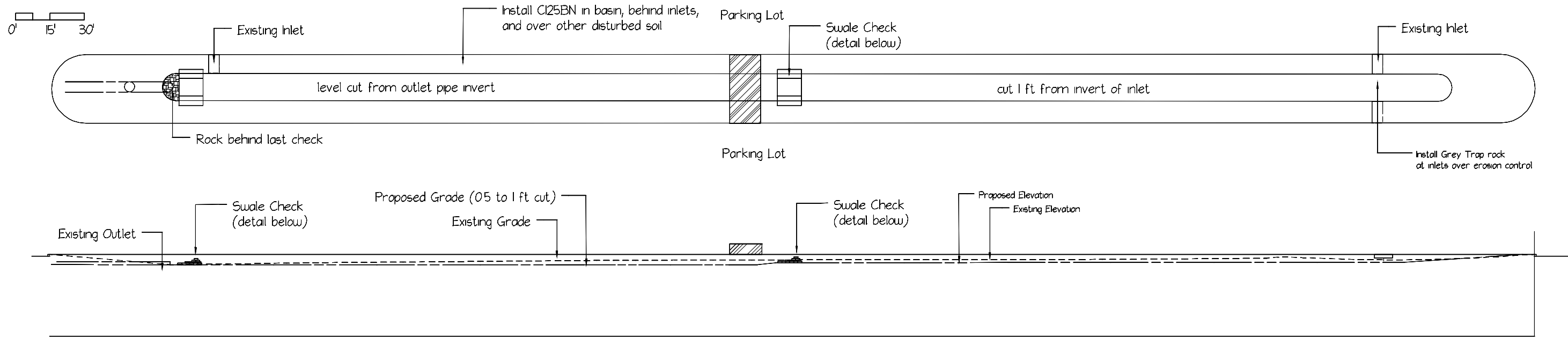
3.2 Equipment

It is imperative that the appropriate equipment and tools are taken to the field with the operations crew. The types of equipment/tools will vary depending on the task at hand. Below is a list of tools, equipment, and material(s) that may be necessary to perform maintenance:

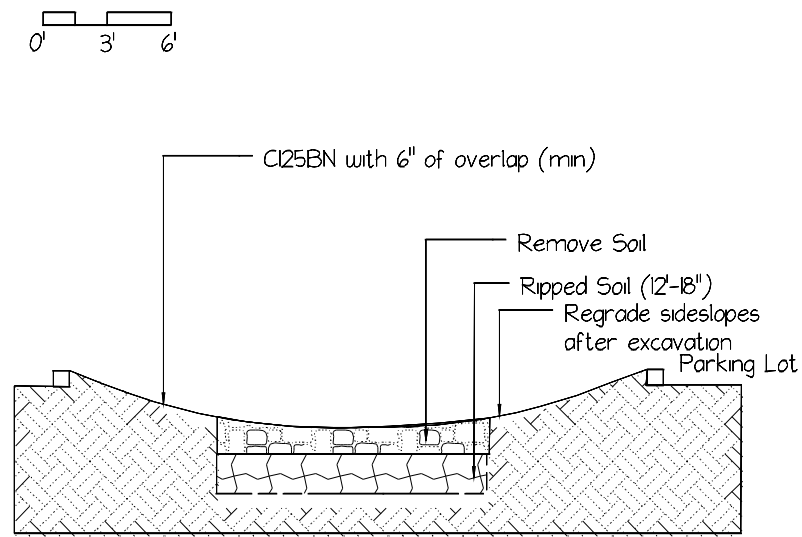
- Weed whipper (spring and fall)
- Trimmers (extra string)
- Shovels
- Rakes
- Skidloader
- Dump Truck
- Jet-Vac Machine
- Riprap
- Erosion Control Blanket(s) - as noted
- Native Plant Plugs to supplement as needed
- Double shredded hardwood mulch, natural color
- No Mow Seed
- Class V
- Trash Bags
- Tools (wrenches for access ports)
- This manual
- Appendix items noted for inspection reports and planset to reference

Some of the items identified above may not be needed for every maintenance operation. However, this equipment should be available to the maintenance operations crews should the need arise.

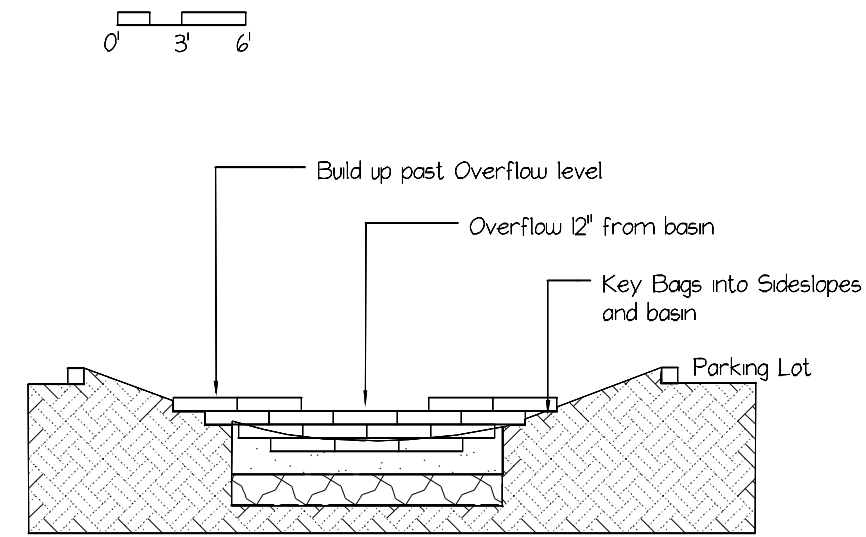
Overview: Proposed



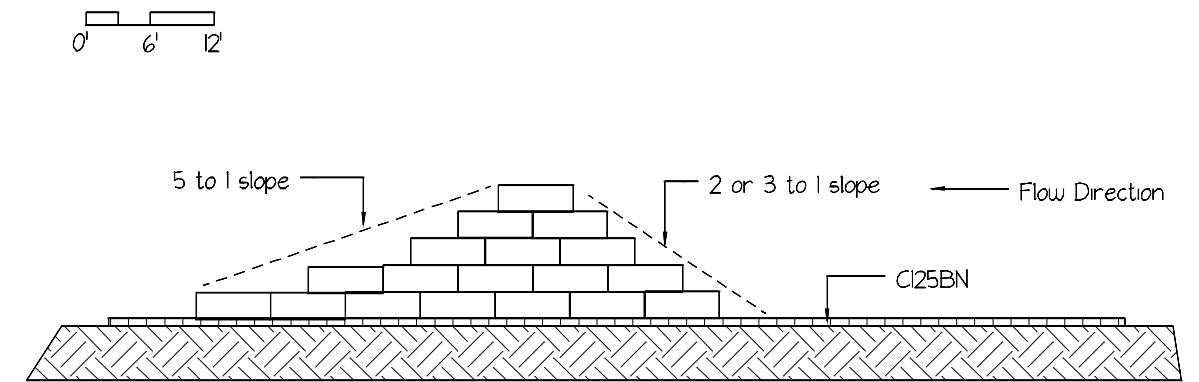
Erosion Control Cross Section



Check Cross Section



Check Detail



NOTES

- CALL GOPHER ONE 48 HOURS PRIOR TO DIGGING
- CALL THE RCD OR VLAWMO WITH ANY QUESTIONS
- PROTECT EXISTING OUTLET PIPE FROM RECEIVING SEDIMENT BEFORE, DURING, AND AFTER CONSTRUCTION

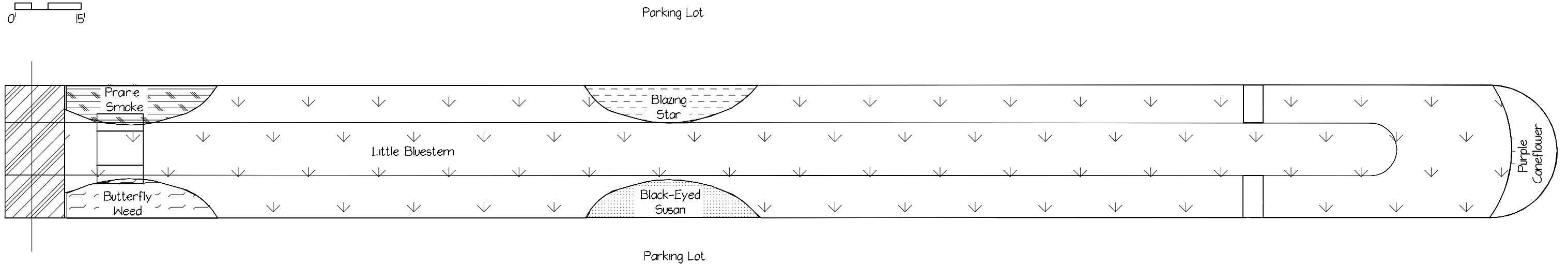
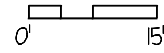
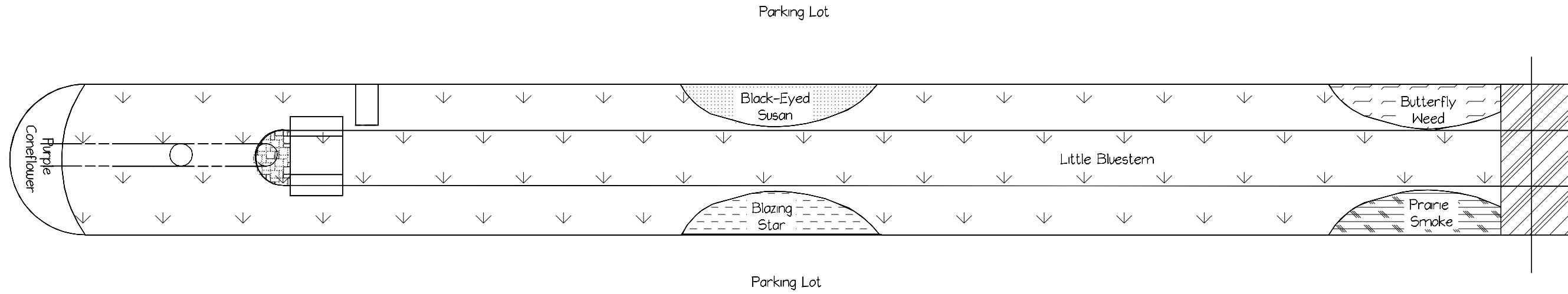
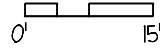
- Prepare entire island area by removing turf grass
- North of Bridge Remove 1' of soil from invert and continue a flat grade until bridge at a width of appr 5 ft
- South of Bridge Remove soil down to invert of outlet pipe and continue flat grade north to bridge (5 ft width)
- Regrade side slopes to make smooth transition
- Rip the subsoil of the swale 12-18" deep to remove compaction prior to installing blanket (tracked equipment only)
- Install C125BN on the bottom of the swale, inlet areas, and all other disturbed soil (Shingle Style in accordance to flow)

- Install Filled Envirolok Checks per manufacture's directions (make sure bags are tamped and spiked into place to ensure bags don't shift)
- Key in Checks into sideslopes to ensure water doesn't erode around bags



Infiltration Central Middle School 4857 Bloom Avenue, White Bear Lake 5510	
Funded By Vadhas Lake Area Water Management Org	Page 1 of 2
Provided By Ramsey Conservation District	Date 2-Jun-11
	Scale As Noted
	Original 11" x 17"

Planting Proposed



NOTES

- CALL GOPHER ONE 48 HOURS PRIOR TO DIGGING
- CALL THE RCD OR VLAWMO WITH ANY QUESTIONS
- PROTECT EXISTING OUTLET PIPE FROM RECEIVING SEDIMENT BEFORE, DURING, AND AFTER CONSTRUCTION

PLANTING/MAINTENANCE

- Plant plugs at 18" oc spacing
- Water immediately after planting
- Ensure plants receive 1" of water per week during 1st growing season
- Weed as needed



Infiltration Central Middle School 4857 Bloom Avenue, White Bear Lake 55110	
Funded By Vadnas Lake Area Water Management Org	Page 2 of 2
Provided By Ramsey Conservation District	Date 2-Jun-11
	Scale As Noted
	Original 11" x 17"

Ramsey Conservation District COST ESTIMATE

Central Middle School
4857 Bloom Avenue
White Bear Lake, MN 55110
Island Retrofit

Total Plants : 3,550
LF: 431
SF: 8,500
Date: 2-Jun-11

COST/LABOR ESTIMATE

Materials	Qty	Unit	Unit Cost	Amount	Potential Source
Site Prep (Chemical app. - eg. Rodeo/Roundup)	1	treatment	\$ 125.00	\$ 125.00	Beisswnger's, Fair's, Dundee
Temporary BMP (protecting inlet)	1	lump	\$ 25.00	\$ 25.00	Brock White, (651) 647-0950
C125BN (6.5' x 108.5')	8,500	sq-ft	\$ 0.15	\$ 1,275.00	Brock White, (651) 647-0950
Securing staples- 500 ct (6" x 1")	2	box	\$ 28.00	\$ 56.00	Brock White, (651) 647-0950
Envirolok Bag system (or approved equal)	80	sq-ft	\$ 8.00	\$ 640.00	Agrecol, Versilok, St Croix Valley Landscaping
Trap Rock (9")	2.4	ton	\$ 56.00	\$ 134.40	Local Aggregate Supplier
MATERIALS SUBTOTAL				\$ 2,255.40	
<u>Plants</u>					
Native Forbs (Plug)	550	each	\$ 1.00	\$ 550.00	Native Plant Supplier
Little Bluestem Plugs- (Plug)	3,000	each	\$ 1.00	\$ 3,000.00	Native Plant Supplier
	3,550			\$ 3,000.00	
PLANT SUBTOTAL				\$ 3,000.00	
<u>Excavation and Grading</u>					
Excavation	8	hrs	\$ 150.00	\$ 1,200.00	Landscape/Excavation Contractor
Soil Haul-Away	80	cu-yd	\$ 20.00	\$ 1,600.00	Landscape/Excavation Contractor
Rip Soil- tracked equipment only (12-18" depth)	0	hrs	\$ 150.00	\$ -	Landscape/Excavation Contractor
EXCAVATION/GRADING SUBTOTAL				\$ -	
<u>Misc</u>					
Deliveries (Rock, Plants, Erosion Control, etc)	4	job	\$ 100.00	\$ 400.00	Agrecol, Versilok, St Croix Valley Landscaping
MISC SUBTOTAL				\$ 400.00	
			Materials	\$ 2,255.40	
			Plants	\$ 3,000.00	
			Excavation/Grading	\$ -	
			Misc	\$ 400.00	
			Materials Estimate	\$ 5,655.40	
			Labor Estimate	\$ 4,791.40	
			Project Estimate	\$ 10,446.80	
			:-10%	\$ 9,402.12	
			:+10%	\$ 11,491.48	

**RAMSEY COUNTY
COOPERATIVE AND MAINTENANCE AGREEMENT
WITH THE CITY OF WHITE BEAR LAKE FOR
Operation and Maintenance Responsibilities for South Heights Stormwater Pond**

Attachments:

A – Project Location and Storm
Sewer Ownership

B – Plat

C – Drainage Area Summary

This Agreement is between the City of White Bear Lake, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County");

RECITALS

1. An existing stormwater pond is located southwest of County Road F and Myrle Avenue within the City of White Bear Lake, as shown in Attachment A.
2. County Road F is designated County State Aid Highway (CSAH) 12.
3. The South Heights Addition No. 2 Plat dated December 20, 1979 identifies this stormwater pond as Outlot A within a drainage easement dedicated to the public. See Attachment B.
4. The pond receives stormwater from a total watershed area of about 22.40 acres comprised of mixed residential from the City (76%) and County (24%) contributing drainage area.
5. Currently, no maintenance agreement exists for the pond.
6. South Heights Addition No. 2, Outlot A was tax forfeited by the residential developer landowner in 2014 and is now listed as State of MN Trust Exempt.
7. This Agreement has been prepared to establish the cost participation and responsibilities of the County and City for operation and maintenance activities for the pond and associated elements.

AGREEMENTS

1. Ownership and Maintenance Responsibility

1.1. Ownership and Maintenance Responsibility of the Pond

1.1.1. Either party may coordinate major maintenance work for pond. Examples of major maintenance work include dredging of sediment to restore the pond's capacity for pollutant removal; disposal of sediments excavated from the pond with sediment pollutant concentrations that exceed current or future applicable MPCA criteria for unrestricted disposal of the sediment; and other possible improvements to meet current or future MPCA regulations related to EPA's Impaired Waters and Total Maximum Daily Load (TMDL) programs. Both parties shall be in agreement upon the need for major maintenance work. Adequate notice shall be given for budgeting purposes.

1.1.2. Cost-participation for major maintenance to the pond shall be according to contributing drainage area of City (76%) and County (24%).

1.2. Ownership and Maintenance Responsibility of the Storm Sewer (*catch basins and leads, main*)

1.2.1. The County and City shall own and maintain their respective elements of the storm sewer system as identified in Attachment A.

1.2.2. The City shall own the components of the storm sewer system identified in Attachment A and any surface drains located outside the County road right-of-way, including associated leads.

1.2.3. The County shall own the components of the storm sewer system identified in Attachment A and any surface drains located inside the County road right-of-way, including associated leads.

1.2.4. The cost for maintenance of each storm sewer outfall shall be by contributing drainage area as shown in Attachment C.

2. The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a

waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.

3. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

CITY OF *WHITE BEAR LAKE*, MINNESOTA

By: _____
Mayor

Date: _____

By: _____
Director of Public Works

Date: _____

Approved as to Form:

By: _____
City Attorney

RAMSEY COUNTY, MINNESOTA

Ryan T. O'Connor, County Manager

Date: _____

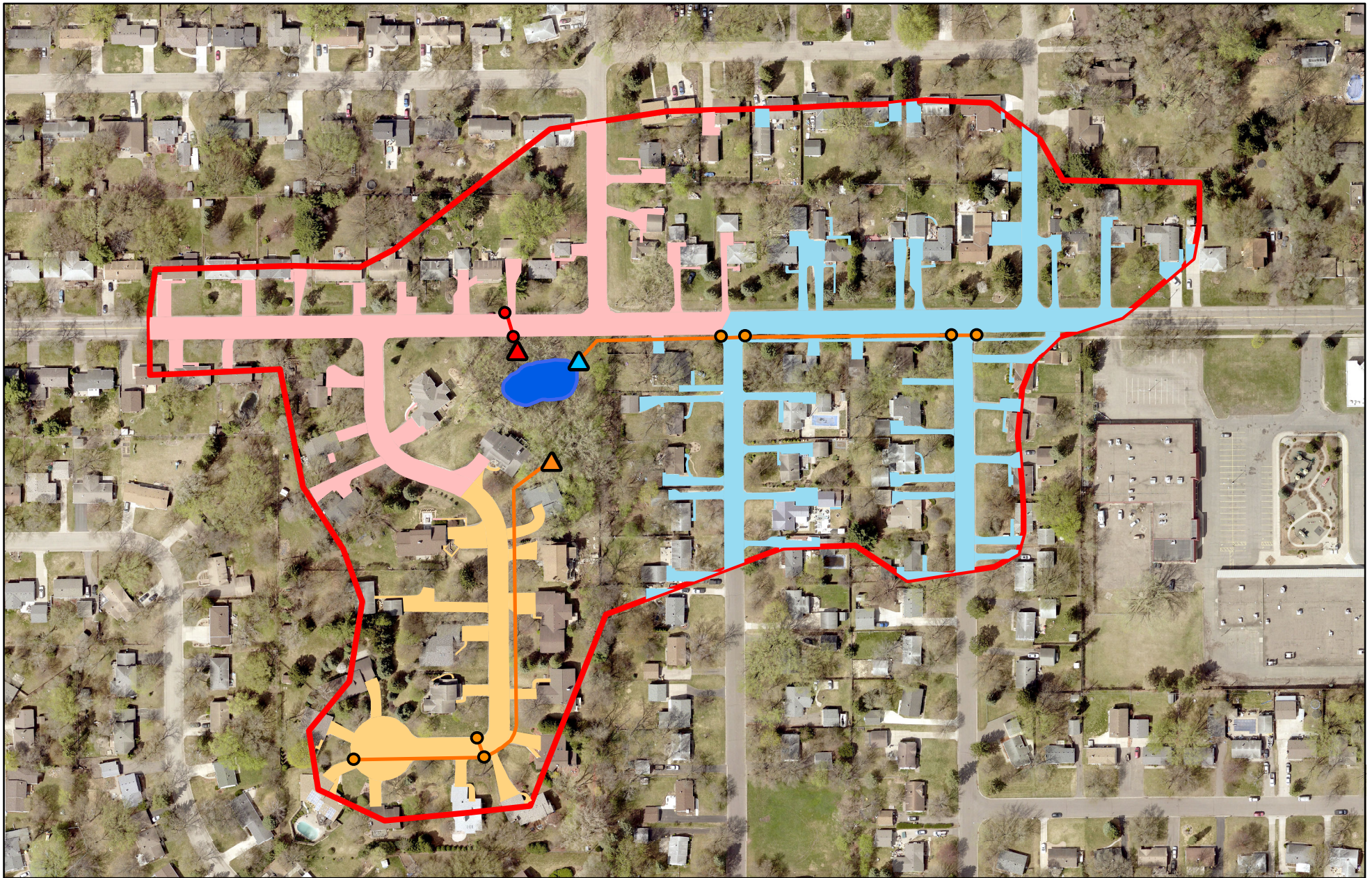
Approval recommended:

Ted Schoenecker, Director
Public Works Department

Approved as to form:

Assistant County Attorney

Attachment A - South Heights - Myrtle Ave Stormwater Pond



Legend

- ▭ Contributing Drainage Area
- ▭ Stormwater Pond

Outfall Ownership

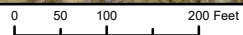
- ▲ Ramsey County/White Bear Lake
- ▲ Ramsey County/White Bear Lake
- ▲ White Bear Lake

Inlet Ownership

- Ramsey County
- White Bear Lake

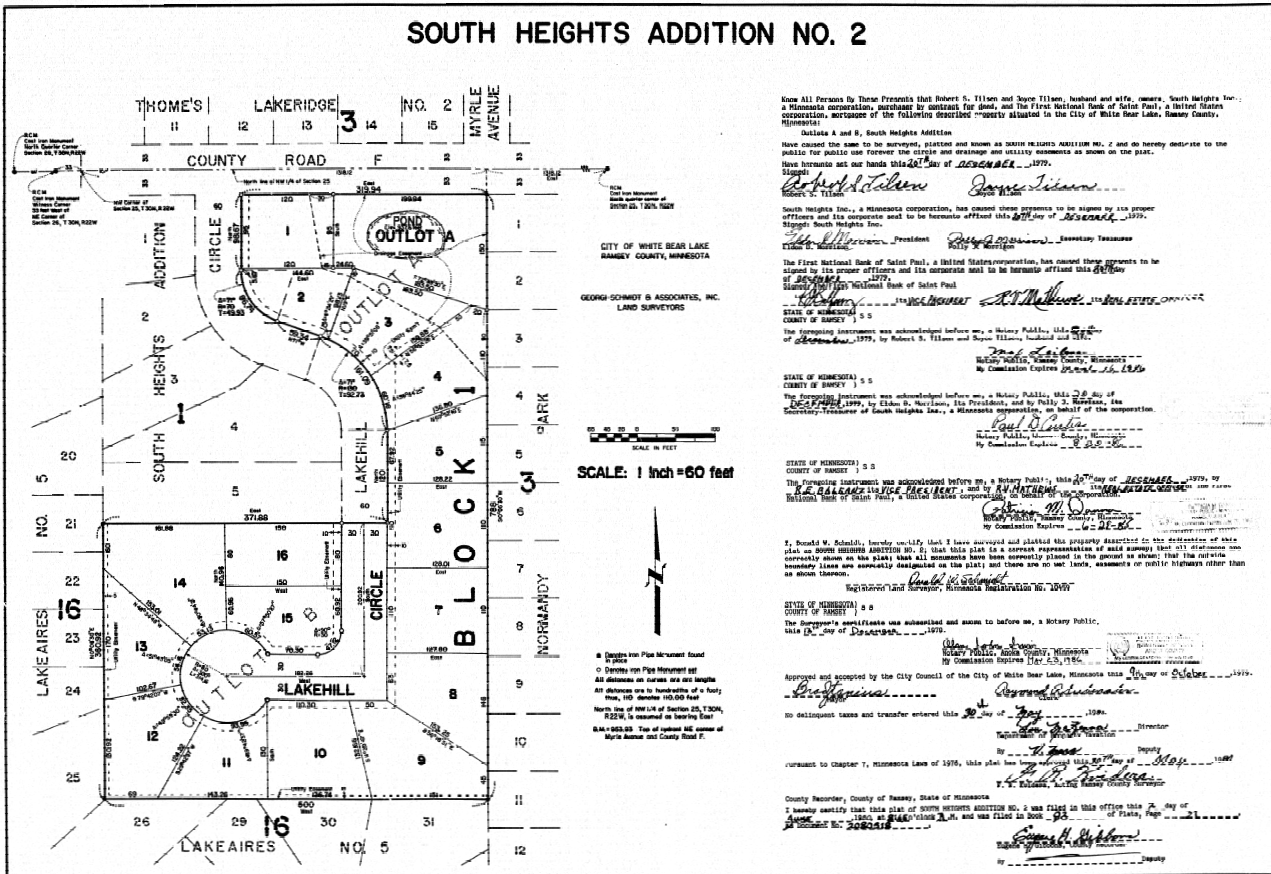
Storm Pipe Ownership

- ▬ White Bear Lake
- ▬ Ramsey County
- ▭ Pink Drainage Area
- ▭ Blue Drainage Area
- ▭ Orange Drainage Area



OFFICIAL PLAT

SOUTH HEIGHTS ADDITION NO. 2



How All Persons In These Presents that Robert S. Tilton and Dora Tilton, husband and wife, owners, South Heights Addition No. 2, a Minnesota corporation, purchased by contract for deed, and the First National Bank of Saint Paul, a United States corporation, mortgagee of the following described property situated in the City of White Bear Lake, Ramsey County, Minnesota:

Sublots A and B, South Heights Addition No. 2, and do hereby dedicate to the public for public use forever the circle and drainage and utility easements as shown on the plat. Signed: *Robert S. Tilton* *Dora Tilton* *Paul A. Larson*

South Heights Inc., a Minnesota corporation, has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 27th day of December, 1979. Signed: *John J. Morrison* President *John J. Morrison* Secretary, Treasurer

The First National Bank of Saint Paul, a United States corporation, has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 27th day of December, 1979. Signed: *John J. Morrison* President *John J. Morrison* Secretary, Treasurer

STATE OF MINNESOTA COUNTY OF RAMSEY) S.S. The foregoing instrument was acknowledged before me, a Notary Public, this 27th day of December, 1979, by Robert S. Tilton and Dora Tilton, husband and wife.

STATE OF MINNESOTA COUNTY OF RAMSEY) S.S. The foregoing instrument was acknowledged before me, a Notary Public, this 27th day of December, 1979, by Robert S. Tilton and Dora Tilton, husband and wife, on behalf of the corporation.

STATE OF MINNESOTA COUNTY OF RAMSEY) S.S. The foregoing instrument was acknowledged before me, a Notary Public, this 27th day of December, 1979, by Robert S. Tilton and Dora Tilton, husband and wife, on behalf of the corporation.

I, Donald W. Schmidt, hereby certify that I have surveyed and plotted the property described in the dedication of this plat as SOUTH HEIGHTS ADDITION NO. 2; that this plat is a correct representation of said survey; that all distances are correctly shown on this plat; that all monuments have been correctly placed in the ground as shown; that the relative boundary lines are correctly designated on the plat; and there are no wet lands, easements or public highways other than as shown thereon.

STATE OF MINNESOTA COUNTY OF RAMSEY) S.S. The foregoing certificate was subscribed and sworn to before me, a Notary Public, this 27th day of December, 1979.

Approved and accepted by the City Council of the City of White Bear Lake, Minnesota this 27th day of December, 1979. Signed: *Robert S. Tilton* *Dora Tilton* *Paul A. Larson*

no delinquent taxes and transfer entered this 27th day of December, 1979.

According to Chapter 7, Minnesota Laws of 1976, this plat has been filed in this office this 27th day of December, 1979.

County Recorder, County of Ramsey, State of Minnesota I hereby certify that this plat of SOUTH HEIGHTS ADDITION NO. 2 was filed in this office this 27th day of December, 1979, at 10:00 AM, and was filed in Book 254, Page 21.

Attachment C – Drainage Area Summary

Total Drainage Area to South Heights – Myrle Avenue Pond

Total Area =	22.40 acres
Total Impervious Area =	5.08 acres
Total Pervious Area =	17.32 acres

Orange Drainage Area to Lakehill Circle Outlet

Total Area =	4.49 acres
Impervious Area =	1.03 acres
Pervious Area =	3.46 acres
City Drainage % =	100%
County Drainage % =	0%

Blue Drainage Area to Northeast Pond Outlet

Total Area =	10.55 acres
Impervious Area =	2.25 acres
Pervious Area =	8.30 acres
City Drainage % =	78%
County Drainage % =	22%

Pink Drainage Area to Northwest Pond Outlet

Total Area =	7.36 acres
Impervious Area =	1.80 acres
Pervious Area =	5.56 acres
City Drainage % =	59%
County Drainage % =	41%