

February 2, 2023

Commissioners **and**  
Technical Advisory Committee Members  
Shingle Creek and West Mississippi  
Watershed Management Commissions  
Hennepin County, Minnesota

*The agenda and meeting packets are available on  
the Commission's web site.*

<http://www.shinglecreek.org/minutes--meeting-packets.html> **and**  
<http://www.shinglecreek.org/tac-meetings.html>

Dear Commissioners and Members:

Regular meetings of the Shingle Creek and West Mississippi Watershed Management Commissions will be held Thursday, February 9, 2023, in the Aspen Room at Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN. Lunch will be served at 12:00 noon and the meetings will convene concurrently at 12:45.

The Commissions will suspend their meetings at 12:45 p.m. for the purpose of conducting a **public hearing** on their proposed Fourth Generation Watershed Management Plan. The regular meetings will resume immediately after the public hearing concludes.

**The Technical Advisory Committee (TAC) will meet at 11:00 a.m. prior to the regular meeting in the same location.**

Please make your meal choice from the items below and email me at [judie@jass.biz](mailto:judie@jass.biz) to confirm your attendance and your meal selection by **noon, Tuesday, February 7, 2023.** Thank you.

Regards,

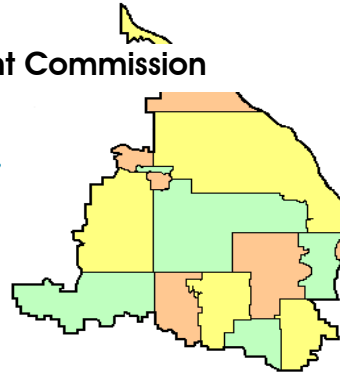
Judie A. Anderson  
Administrator

cc: Alternate Commissioners      Member Cites      Troy Gilchrist      TAC Members  
Stantec Consulting Services      BWSR      MPCA      HCEE

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**Order your deli sandwich box lunch. Sandwiches come with lettuce, tomato and mayo. As an alternative you may specify your sandwich with **wheat bread** or as an **unwich** (lettuce wrapped).**

- |  |                                |
|--|--------------------------------|
| <b>1</b> Pepe – Ham and cheese   | <b>2</b> Big John – Roast beef |
| <b>3</b> Totally Tuna – Tuna salad and cucumber  | <b>4</b> Turkey Tom – Turkey   |
| <b>5</b> Vito – salami, capocollo, cheese, onion, oil and vinegar, oregano-basil (no mayo) |                                |
| <b>6</b> The Veggie – double cheese, avocado spread, cucumber                              |                                |
| <b>14</b> Bootlegger Club – Roast beef and turkey  |                                |

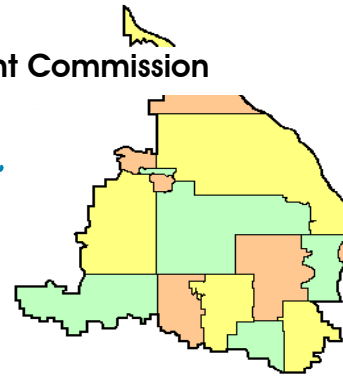


A meeting of the joint Technical Advisory Committee (TAC) of the Shingle Creek and West Mississippi Watershed Management Commissions is scheduled for **11:00 a.m., Thursday, February 9, 2023**, in the Aspen Room at the Plymouth Community Center.

### **A G E N D A**

1. Call to Order.
  - a. Roll Call.
  - b. Approve Agenda.\*
  - c. Approve Minutes of Last Meeting.\*
2. TH252/I94 Scoping Decision Document – Informal Technical Comments.\*
3. Draft Scopes of Work.
  - a. Eagle Lake SWA and Lake Management Plan.\*
  - b. Gaulke Pond Area SWA.\*
  - c. Brookdale Park Re-meander Project.\*
  - d. Shingle Creek Regional Trail Stream Improvements.\*
4. Joint Powers Agreement Update Scope and Schedule.\*
5. Other Business.
6. Next TAC meeting is scheduled for \_\_\_\_\_.
7. Adjournment.

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**Technical Advisory Committee  
MINUTES | December 8, 2022**

A meeting of the Technical Advisory Committee (TAC) of the Shingle Creek and West Mississippi Watershed Management Commissions was called to order by Chair Richard McCoy at 11:07 a.m., Thursday, December 8, 2022, in the Aspen Room, Plymouth Community Center, 14800 34th Avenue North, Plymouth, MN.

Present: Kim Wahl, Brooklyn Center; Mitchell Robinson, Brooklyn Park; Heather Nelson, Champlin; Mark Ray, Crystal; Mark Lahtinen, Maple Grove; Katie Kowalczyk, Minneapolis; Nick Macklem, New Hope; Amy Riegel, Plymouth; Richard McCoy and Mike Sorensen, Robbinsdale; Diane Spector, Todd Shoemaker, and Katie Kemmitt, Stantec; and Judie Anderson, JASS. Not represented: Osseo.

Present for item III were Laura Scholl, Erin Bogle, and Chris Otto, Metro Blooms, and Tyra Ramse, Dwell Management Group.

Also present: Burt Orred, Jr., Crystal, and Andy Polzin, Plymouth.

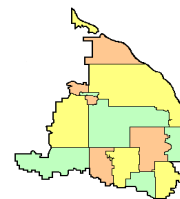
- I. Motion by Ray, second by Riegel to **approve the agenda\*** as revised. *Motion carried unanimously.*
- II. Motion by Ray, second by Robinson to **approve the minutes\*** of the November 10, 2022, meeting. *Motion carried unanimously.*
- III. **Highland Gables Cost Share Request.\***

Representatives from Metro Blooms and Dwell Management Group presented a Partnership Cost Share Program application for improvements at Highland Gables Apartments in Brooklyn Park. Proposed improvements include two rain gardens and a playground constructed out of natural products. Metro Blooms requests a cost-share amount of \$49,992.67. Other cost share matches include a Brooklyn Park Community Grant - \$20,000; Hennepin County Good Steward Grant - \$24,955; Lawns to Legumes Grant - \$2,300; and Dwell Management - \$11,710. The total project cost is estimated at \$108,957.16.

The cost of the nature playground is \$12,524.00 and includes the removal of 480 square feet of turf lawn for native plantings in the nature play area. Metro Blooms considers the nature play area integral for families and youth to be able to connect with nature and learn through play and realizes that 100% of the mulch, edging, and fabric don't pertain directly to a stormwater BMP. Metro Blooms is asking the Commission to consider funding these items as part of broader goals of community engagement and education. The cost for the construction of the two raingardens and community engagement is \$37,468.67.

Stantec has reviewed the preliminary plans and notes the following benefits of the project:

1. Improving water quality by capturing untreated impervious area. (See Table 1.)
2. Community engagement and outreach.
3. Project is in the "most vulnerable area" of the Human Vulnerability map in the Hennepin County Climate Change plan.



**Table 1. Water quality benefits of the proposed project.**

	Volume Captured (cf)	TSS Reduction (lb/yr)	TP Reduction (lb/yr)	Normalized Cost (\$/lb TP)
Two Raingardens*	2,000	140	1.9	\$670*

\*Assumes cost-share is limited to raingarden construction and community engagement (\$37,468.67).

Stantec recommends approval with the following conditions:

1. Conduct soil borings to verify design infiltration rates.
2. Execute and record an Operations and Maintenance Agreement prior to release of any funds.

With the conditions noted above, Staff recommends approval of this cost share application with the amount to be determined based on TAC and Commission discussion. The balance in the Partnership Cost Share Fund is \$104,000.

Members questioned the implications should the status/ownership of the property in the rear area change. The Commission's attorney will be asked if there are ways to protect this area.

Motion by Ray, second by Riegel to recommend to the Shingle Creek Commission approval of this application in the amount of \$49,992.67, pending Commission attorney review. *Motion carried unanimously.*

#### **IV. Linear Project Review Threshold.\***

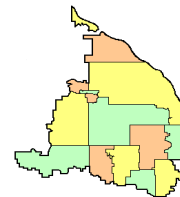
During the November 10, 2022, meetings, the TAC and Commissions discussed implementation of new thresholds for linear projects that became effective on October 1, 2022. TAC and Commission members agreed that review of linear projects would be conducted by the Commissions for projects that create one or more acres of new impervious surface. Member cities would review projects that fully reconstructed one or more acres of new impervious surface. This is consistent with past implementation of Commission project reviews.

TAC members discussed in more depth the definition of "fully reconstructed" and how the Commission standards may apply, specifically related to project disturbance area, disconnected project locations, mill and overlay projects, and full depth reclamation projects. Staff has reviewed Commission rules, definitions, and available guidance and notes the following considerations and recommendations.

**A. Considerations.** The "Project Review Thresholds" document serves as a "cheat sheet" for the Commission rules. That document had not been updated based on the new rules, and, therefore, still referenced using disturbed area as the threshold for linear projects. An updated version,\* attached to Staff's memo, specifically identifies that linear project review thresholds are based on impervious area.

Staff also reviewed definitions stated in the October rules. They have suggested a few refinements to improve clarity regarding linear projects: fully reconstructed impervious; full depth reclamation; and a figure to better show the differences between mill & overlay, full depth reclamation, and full reconstruction.

Another clarification requested by the TAC was regarding a project that may disturb several disconnected locations (i.e., bus stops for a new bus route or a linear utility project). Collectively,



the locations could exceed the Commission project review threshold but not individually. Staff added the Minnesota Pollution Control Agency's "Common Plan of Development" definition to Rule A.\*

**B. Recommendation.** Staff recommend that the TAC recommend to the Commissions approval to clarify the current versions of "Rule A Definitions" and "Project Review Thresholds" in accordance with the documents as revised.

Motion by Riegel, second by Ray to make this recommendation to the Commissions.  
*Motion carried unanimously.*

**V. Legal Boundaries.\***

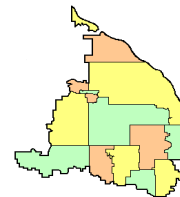
**A. Updates.**

1. Bassett Creek WMC issued their concurrence letter on November 16, 2022.
2. An amendment to the Bassett Creek WMC letter may be necessary due to a forthcoming City of Robbinsdale project.
3. Staff completed final boundary edits based on comments from the City of Champlin and the Elm Creek WMC.
4. Staff expect the Elm Creek WMC will consider the boundary update at their December 14, 2022, meeting.
5. Staff expect the Mississippi WMC will consider the boundary update at their January 1, 2023, meeting.
6. After preparation by legal counsel, Staff will distribute concurrence letter templates to affected cities and request official action.
7. After receipt of all watershed and municipal concurrence letters, the boundary update will be submitted to Hennepin County, so the County can update the watershed's special taxing district. Submittal by July 1st of an updated boundary map and a list of parcels within the new boundaries will ensure the update is included in the following year's taxes.

**B. Contract Amendment.** Updating the legal boundary has required more time than originally budgeted by Staff. Therefore, Staff are requesting the TAC and Commission to consider authorizing an additional \$10,000 to complete the update.

At the June 2022 meeting, the SC and WM Commissions authorized a scope of work and budget of \$27,900, split equally between each Commission, for the legal boundary update. The approved budget included \$19,000 for the boundary analysis and reporting and was based on adjusting approximately 200-300 parcels. Upon completion of the analysis, the actual number of parcels evaluated was between 1,000 and 1,500. Related to that number, Staff found more discrepancies than expected between the existing hydrologic boundary for the Shingle Creek and Elm Creek WMCs. These two factors, in turn, resulted in more time to evaluate "micro" features between hydrologic boundaries:

1. Areas with storm sewer intersecting the defined hydrologic boundary,
2. Discrepancies/gaps between neighboring hydrologic boundaries,
3. Outlets not clearly identified,
4. Pumped systems, and
5. Multiple storm sewer lines with an unclear drainage direction.



Should the Commissions approve this amendment, Staff recommend that the additional \$10,000 cost be split equally between the two Commissions and funds be reallocated from each Commission's Cost Share Projects accounts, both of which are carrying balances well above the maximum recommended by the Cost Share Policy. (Shingle Creek has about \$330,000 and West Mississippi has about \$390,000.)

Motion by Ray, second by Riegel to recommend this amendment to the Commissions, with the cost being split evenly between them. *Motion carried unanimously.*

#### **VI. MPCA Climate Resilience Grants.\***

**A.** The Minnesota Pollution Control Agency (MPCA) is now taking applications for Planning Grants for the Stormwater, Wastewater, and Community Resilience program.\* \$395,000 is available to support climate-planning projects in communities across Minnesota. This funding will help communities assess vulnerabilities and plan for the effects of Minnesota's changing climate in three areas: (1) Improving stormwater resilience and reducing localized flood risk; (2) Improving the resilience of wastewater systems; and (3) Adapting community services, ordinances, and public spaces.

**B.** This was a new grant program in 2021, and the Shingle Creek Commission submitted a grant application to use its HUC8 model to estimate the potential impacts of future precipitation patterns. The application was not funded. In November the Commission authorized development of an application for submittal this year using the same general work plan as last year. Last year the grant program funded grants to a few other WMOs and cities to undertake essentially the same activities:

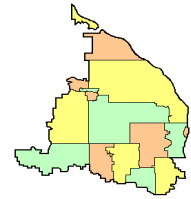
- 1.** Model and map midcentury precipitation scenarios to create projected flood inundation areas for the 1%+ 24-hour rainfall event and the 1%+ 10 day event. A 'plus' is a rainfall depth taken from the 90th percentile estimate for the given rainfall frequency. FEMA often evaluates not only the 1% storm event but also the 1%+ storm event as a way to provide perspective on the range of values one COULD expect in the 1% event. The State Climatology Office also suggests using the 90th percentile as a proxy for midcentury precipitation.

- 2.** Identify potential future flooding risks in the watershed by reviewing known flooding areas, infrastructure, structures, and emergency vehicle routes in or in close proximity to predicted future hazardous flood conditions.

- 3.** Develop policy recommendations for using the scenario data. For example, this modeling could be used to help the cities and county better understand how to properly design new infrastructure such as culverts, bridges, etc. that would be expected to have a mid-century useful life.

One modification to last years' application, added to the attached draft,\* is some planning time to work with city Diversity and Inclusion (D & I) coordinators to conduct outreach to vulnerable communities that may be more at risk from potential future flooding. This grant prioritizes (but is not limited to) communities with higher concentrations of low-income residents, people of color and non-English speakers, including tribal communities. Much of the lower watershed including large parts of Minneapolis, Brooklyn Center, Brooklyn Park, Robbinsdale, Crystal, and New Hope are located in these MPCA-identified areas for Environmental Justice. Hopefully, adding some more active outreach to better understand needs and impacts will be the oomph this application needs to be selected for funding.

Completing this type of resiliency modeling is called out in the Fourth Generation Plan as a priority implementation action. The cost of undertaking this work is estimated as \$29,710, with a grant request of \$26,200 and a local match of \$3,510. (A minimum 10% match is required.)



Applications are due January 12, 2023. Staff suggest the TAC recommend and the Commission approve submittal of the grant application.

Motion by Riegel, second by Ray to make this recommendation to the Shingle Creek Commission. *Motion carried unanimously.*

**VII. Other Business.**

- A.** Diane, I missed the awards you mentioned – one from MAWD and one from ??.
- B.** The Technical Advisory Committee will not meet in January 2023.
- C.** There being no further business, the TAC meeting was adjourned at 12:19 p.m.

Respectfully submitted,

A handwritten signature in black ink, reading "Judie A. Anderson".

Judie A. Anderson  
Recording Secretary  
JAA:tim

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To: Shingle Creek and West Mississippi Watershed Management Commissions      From: Todd Shoemaker  
Woodbury

Project/File: 227705633      Date: February 2, 2023

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**Reference: Highway 252/94 Draft Scoping Document Review**

The Minnesota Department of Transportation (MnDOT) released the *Highway 252/I-94 Environmental Impact Statement Draft Scoping Document* for public agency comment on January 13, 2023. As discussed and directed by the Commissions at the January 12, 2023 Commission meeting, Stantec has reviewed the document and prepared comments to be shared with MnDOT on February 6, 2023.

During our review, we received comments from Watershed Commissioners representing Minneapolis (Ray Schoch), Brooklyn Center (David Vlasin and David Mulla), and Brooklyn Park (Alex Prasch). I understand this group met to discuss both the request from MnDOT for the Commissions to review the draft Scoping Decision Document (SDD) and the content within the document. The group issued four comments to Stantec. See below for the comments and Stantec responses in bold text.

1. We'd like Stantec to request an extension from MnDOT for review of the draft SDD in order to give Watershed Commissioners a chance to discuss and weigh in on the draft SDD in their meeting on February 9, 2023. **Stantec discussed this request with MnDOT's project consultant who did not recommend this approach. He noted that the 21-day informal agency review period was included in the process as a courtesy by MnDOT and not required by the Minnesota Environmental Policy Act (MEPA). Therefore, MnDOT does not anticipate extending the February 6, 2023 deadline, as there will be several more opportunities for agency and public comment.**

**The Commission's attorney concurs with Stantec's approach and can further explain the Commission role and responsibilities at the February 9, 2023 Commission meeting.**

**Figure 1 is a flow chart showing the public and agency engagement process. One should note that the project is currently in the second of six opportunities for agency comment. Further, the second of four public comment periods will occur from March through May 2023 and be focused on the Draft Scoping Document.**

2. We'd like Stantec to work with Watershed Commissioners in identifying the general outline and nature of review comments on the draft SDD before and at the February 9 meeting. To facilitate this, Commissioners should be given access to the draft SDD, should they wish it. **Given the deadline noted in #1, Stantec will submit initial technical comments to MnDOT by February 6, 2023, include those in the Commission packet for the February 9, 2023 meeting, and then review the initial technical comments at the TAC and Commission meetings.**



**Reference: Highway 252/94 Draft Scoping Document Review**

3. We are concerned with the potential impact of stormwater runoff and infiltration, and pollution arising from alternatives recommended by MnDOT on ground and surface water resources and the wildlife and people that depend on them. **Noted, Stantec's review will focus on responsible watershed and stormwater management consistent with the limitations of its statutory authorities and in compliance with their JPAs.**
4. We would like MnDOT to expand the evaluation criteria they apply to each project alternative. It appears that MnDOT's criteria for evaluating project alternatives do not currently address the impacts of project alternatives on ground and surface water sources for drinking water. In particular, we are concerned about pollution of these water supplies due to salinity associated with an expansion in impervious surfaces and due to toxic pollution arising from crashes involving heavy freight trucks. Evaluation criteria should also be developed to estimate impact of project alternatives on terrestrial and aquatic wildlife in the Mississippi National Recreation and River Area (MNRRA). **Noted, Stantec will note receipt of this comment in our February 6, 2023 response.**

The comments listed below will be issued to MnDOT by Stantec on behalf of the Shingle Creek and West Mississippi Watershed Management Commissions. Per MnDOT instructions, these comments will be submitted via email on February 6, 2023 to Brett Danner at SRF Consulting Group, Mark Lindeberg at MnDOT, and Anna Varney USDOT.

**General:**

1. Since this is a transportation-focused project, we understand why the Purpose and Need Statement emphasizes transportation criteria such as traffic volume and transit time. However, this may have resulted in shortchanging environmental quality criteria such as stormwater runoff and groundwater protection.

**Stormwater Management:**

1. Section 9.2.25 references "A preliminary drainage design ... for Hwy 252 and I-94. The drainage design identified stormwater basins for water quality treatment and rate control consistent with current regulatory requirements".
  - a. Note that the Commission adopted revised rules in October 2022.
2. Page 9-30 states coordination with the DNR for public watercourse impacts. Also include SC/WMWMC in these discussions.
3. Page 9-30 states none of the proposed alternatives will include work in Shingle Creek. However, the following sentence suggests an outfall and pipe size increase to Shingle may be necessary for I-94 flood remediation.
  - a. Clarify if work is expected in Shingle creek and the extent of the work. Coordinate design with the Shingle Creek Watershed Management Commission.

**Reference: Highway 252/94 Draft Scoping Document Review**

4. Note Shingle Creek is under a TMDL for chloride and biotic integrity. The project should include plans to:
  - a. Minimize chloride concentrations to Shingle Creek through a chloride management plan.
  - b. Mitigate impacts to the biotic integrity of Shingle Creek.
5. Figure 9.6 of the report acknowledges potential impacts to wetlands and floodplains for alternatives. Note the project is subject to the Minnesota Wetland Conservation Act and Commission wetland and floodplain alteration rules.
6. The project is within the Minneapolis-St. Paul-St. Cloud Priority A Drinking Water Supply Management Area (DWSMA) and the Brooklyn Center Groundwater Emergency Response Area. The project area also bisects a “moderately” vulnerable DWSMA and is approximately 1,700 feet from a highly vulnerable DWSMA. The environmental review should include:
  - a. Evaluation criteria related to impacts of the project on ground and surface water sources for drinking water.
  - b. A comprehensive emergency response plan for hazardous spills that could threaten the drinking water supply and surface water resources.
  - c. Stormwater design shall consider prohibition of infiltration within the Emergency Response Area.

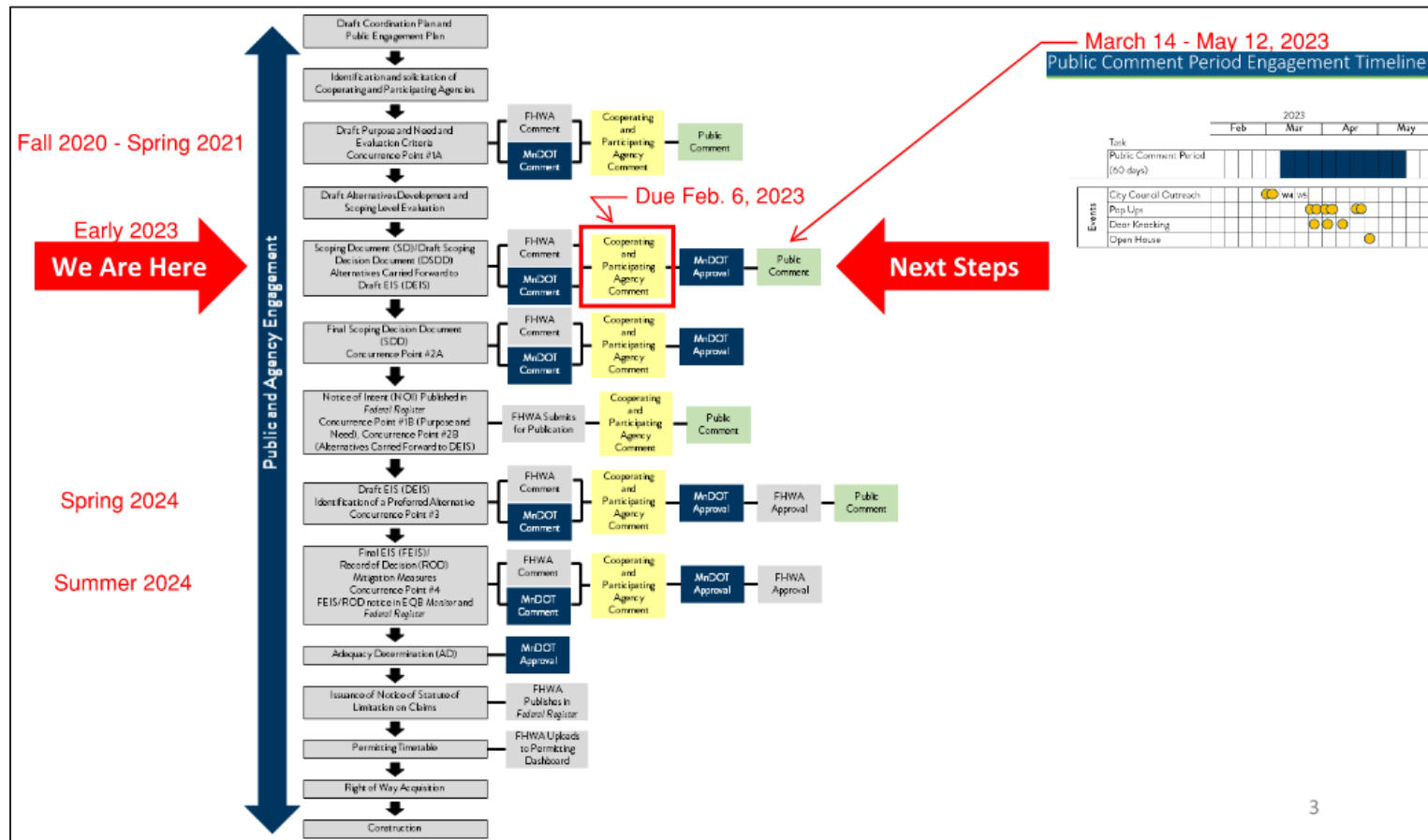


Figure 1. Highway 252/I-94 Environmental Impact Statement progress and engagement flow chart. (from Cooperating and Participating Agency Meeting #7; dates added by Stantec per Meeting #7 and project website).

**To:** Shingle Creek WMO Commissioners  
Shingle Creek/West Mississippi WMO TAC

**From:** Todd Shoemaker PE

**Date:** February 3, 2023

**Subject:** Scopes of Work for Proposed Projects

## Recommended Commission Action

Authorize the reallocation of \$150,000 from the Shingle Creek City Cost Share account to the Shingle Creek Closed Projects account. Consider each project and scope and authorize work to be funded as noted.

Attached to this memo are four proposed Scopes of Work for various projects that the Commission and TAC have discussed over the past year or so. All are located in the Shingle Creek watershed. Two of these projects are funded primarily from Watershed-Based Implementation Funding (WBIF) grants, and two are proposed for funding from the Closed Projects Account.

Staff recommends reallocating funding from one of the Commission's designated accounts to another to fund some of this work. The City Cost Share account balance is currently well over \$300,000, taking into account the 2022 encumbrance for the upcoming Minneapolis Shingle Creek Parkway rain garden demonstration project. The Commission has levied another \$100,000 in 2023 for this program, which will increase that balance; at this time there are no other pending cost-share projects.

The Commission maintains a Closed Projects account in which to deposit levy funds that are "left over" when CIP projects are completed for less than the amount levied. The Commission has designated that those funds are to be used for limited purposes: to cover overages when CIP projects exceed the budget; to fund additional projects; or to complete special studies such as feasibility studies to help define and scope future CIP projects and to prepare them for grant applications. As of the 2021 audit, that balance was about \$108,000. Year-end accounting is just starting, so we don't have a good read yet on what that balance might be as of the end of 2022.

Because of that uncertainty, staff recommends that the Shingle Creek Commission reallocate \$150,000 from the City Cost Share Account to the Closed Projects Account. With the 2023 levied funds, that will still leave well over \$200,000 in that account for city projects.

**Table 1. Summary of costs and funding sources.**

Project	WBIF Funds	Closed Projects
Eagle Lake SWA and Lake Management Plan	\$30,000	\$20,000
Gaulke Pond Area SWA	\$29,900	
Brookdale Park Remeandering	0	\$39,000
SC Regional Trail Bank Stabilization	0	\$25,000
<b>TOTAL</b>	<b>\$59,900</b>	<b>\$84,000</b>



February 3, 2023

**Shingle Creek Watershed Management Commission**

3235 Fernbrook Lane North  
Plymouth, MN 55447

Dear Shingle Creek Watershed Management Commission,

We appreciate the opportunity to present this scope of services and fee proposal for the Eagle Lake Subwatershed Assessment and Internal Loading Assessment of Eagle and Pike Lakes.

### **Scope of Work**

Proposed services include identification and prioritization of potential stormwater management practices to reduce phosphorus and sediment loading in the Eagle Lake subwatershed and the evaluation of internal loading within Eagle and Pike Lakes including sediment cores and a survey of submerged aquatic vegetation in the two lakes.

SCWMC has previously studied the Eagle Lake subwatershed through the Cedar Island, Pike and Eagle Lakes Nutrient TMDL completed in 2010 and in the TMDL 5-year review. The TMDL concluded that internal load management, biologic management, and reduction of nonpoint sources of phosphorus in the watershed by retrofitting Best Management Practices (BMPs) would have the most impact on reducing phosphorus load and improving water quality. The TMDL 5-Year review identified a 39% reduction in TP for Pike Lake, and a 29% TP reduction for Eagle Lake. Pike Lake Subwatershed Assessments were completed in 2017 and 2019. These past studies identified general practices to reduce the watershed load to the lake. In this project, Stantec will build on the previous studies to identify specific locations for BMPs in the Eagle Lake subwatershed and will evaluate internal loading of Eagle and Pike Lakes.

### **Task 1—Project Management and Coordination**

This task includes the following:

- Kick-off meeting and project review meeting
- Two presentations at Technical Advisory Committee (TAC) or Commission meetings
- Project invoicing and updates

Following authorization to proceed, we will begin work on Task 2, as well as schedule a project kickoff meeting with Stantec, City of Maple Grove, and City of Plymouth staff to discuss the proposed workplan and schedule with the goal to refine the project extents and resources of concern, project objectives and design standards, and identify relevant stakeholders to be involved in project meetings. Stantec will provide meeting agendas and summaries to all invitees. Unless otherwise noted, all meetings are assumed to be virtual.

Task 1 Deliverables: Meeting agendas and summaries

### **Task 2—Data Collection and Review**

Stantec will review the publicly available information from the City of Maple Grove, City of Plymouth, Hennepin County, and other relevant data sources to determine if any additional data is needed for successful completion of the Eagle Lake Subwatershed Assessment & Internal Loading Assessment of

Eagle and Pike Lakes. The available data and recommendations will be discussed at the project kick-off meeting discussed in Task 1 with a goal of ensuring Stantec has the best-available data, understanding any existing areas of concern, and defining how to fill any data gaps.

### Task 3—Existing Conditions

The City of Maple Grove is currently completing a study of internal loading in Cedar Island Lake and potential solutions to address the impact of Cedar Island Lake outflow on the water quality of Eagle Lake. Pike Lake Subwatershed Assessments were completed in 2017 and 2019. In this task, Stantec will focus solely on the direct drainage area to Eagle Lake. Stantec will evaluate soils, topography, location of public lands, and existing stormwater management facilities identify specific locations for BMPs in the Eagle Lake subwatershed.

Task 3 Deliverables: List of potential project locations

### Task 4—Internal Loading & Aquatic Vegetation Evaluation

The Eagle and Pike Lakes internal loading assessment will include an internal phosphorus load estimate under anoxic and oxic conditions, and treatment dosing and cost estimate. This portion of the task will include:

- Collect sediment cores from Eagle and Pike Lakes
  - o Sediment cores will be collected from multiple depths from each lake
  - o Sediment cores will be collected from five locations in Eagle Lake and two locations in Pike Lake
- Laboratory analysis of sediment cores
  - o Two locations in each lake will have laboratory quantification of sediment phosphorus release rates under anoxic and oxic conditions to understand phosphorus released under both conditions
  - o One sediment core from each location will be sectioned into two depth intervals (0-5 cm and 5-10 cm section) for analysis of phosphorus fractions. The phosphorus fractionation analysis is intended to quantify the pools of sediment phosphorus that is susceptible to diffusion (e.g. redox-P) and the pools of sediment phosphorus that is considered immobile under standard environmental conditions
  - o Intact sediment cores will be delivered to UW Stout lab for incubation and analysis
- Internal phosphorus loading treatment dose calculation and cost estimate

Stantec will conduct two point-intercept submerged aquatic vegetation surveys on Eagle Lake in 2023. This portion of the task will include:

- An early season point-intercept aquatic vegetation survey conducted in May or June 2023 depending on ice conditions to capture species like curly-leaf pondweed that grow and senesce earlier in the season
- A late season point-intercept aquatic vegetation survey conducted in August 2023 to target peak plant growth of many of the native aquatic plant species before they begin to senesce
- Species diversity maps, invasive species abundance maps, and biovolume maps from of each point-intercept survey
- A final memo including the raw data, community metrics of the native and non-native plant communities, and figures/maps showing locations

Task 4 Deliverables: Internal loading summary, dose calculation, and cost estimate, vegetation survey memo and recommendations

### **Task 5—Identify Potential Opportunities**

Stantec will identify up to ten potential projects that could yield the greatest benefit toward reducing nutrient and sediment input to Eagle Lake from the subwatershed. Stantec will refine the list of potential projects through a review with the City of Maple Grove and will visit sites to evaluate conflicts that weren't apparent through review of existing data. The MIDS model will be used to evaluate the water quality impact of potential projects.

Task 5 Deliverables: Project progress meeting

### **Task 6—Prioritization**

Using a quantitative approach and evaluation criteria developed in concert with project stakeholders the potential BMP opportunities identified and finalized in Task 5 will be ranked using model results, feasibility study level project cost estimate (AACE Class 4) and life cycle costs. The prioritization results will be provided to the project stakeholders for review. We will meet with lake associations and/or the Maple Grove Lake Quality Commission as requested by the city.

The work to date will be presented at the Technical Advisory Committee (TAC) and Commission meeting. The member cities/SCWMC will select one of the highest priority locations to proceed with preliminary design following these meetings.

Task 6 Deliverables: Final prioritized BMP list for SCWMC approval and/or selection; presentation at TAC and Commission meetings.

### **Task 7—30% Preliminary Design and Report**

For the recommended practice from Task 6, Stantec will develop a 30 percent level design, cost estimate, and basis of design memo appropriate for grant funding requests for the selected location. Stantec will meet with City staff to review a draft of the 30% preliminary design. We will revise the design plan and cost estimates based on City input and then present the recommended practice to the TAC and Commission.

Task 7 Deliverables: Preliminary and final 30% design plans, construction and life cycle cost estimate, and basis of design memo

### **Project Staff**

- |                                   |                         |
|-----------------------------------|-------------------------|
| • Project Manager                 | Lisa Tilman             |
| • Senior Water Resources Engineer | Todd Shoemaker          |
| • Water Resources Engineers       | Lucas Clapp, Joey Pesik |
| • GIS Specialist                  | Aaron Hyams             |
| • Environmental Scientist         | Katie Kemmitt           |
| • Senior Environmental Scientist  | Dendy Lofton            |



### Fee Estimate

The below fee estimate has been prepared on a time and materials basis, per our standard terms and conditions and will not exceed the amount indicated without prior authorization from the SCWMC. Should the Commission approve this proposal, the work will be funded by the WBIF grant (\$30,000) and the Closed Project Account.

No.	Description	HOURS	<u>TASK TOTALS</u>		
			LABOR	EXPENSES	FEE
<b>1</b>	<b>Project Management &amp; Coordination</b>	<b>14</b>	<b>\$2,684</b>		<b>\$2,684</b>
<b>2</b>	<b>Data Collection &amp; Review</b>	<b>19</b>	<b>\$2,641</b>		<b>\$2,641</b>
<b>3</b>	<b>Existing Conditions</b>	<b>15</b>	<b>\$2,181</b>		<b>\$2,181</b>
<b>4</b>	<b>Internal Loading &amp; Aquatic Vegetation Evaluation</b>	<b>101</b>	<b>\$14,837</b>	<b>\$13,500</b>	<b>\$28,337</b>
<b>5</b>	<b>Identify Potential Opportunities</b>	<b>25</b>	<b>\$3,485</b>		<b>\$3,485</b>
<b>6</b>	<b>Prioritization</b>	<b>34</b>	<b>\$4,792</b>		<b>\$4,792</b>
<b>7</b>	<b>30% Preliminary Design &amp; Report</b>	<b>42</b>	<b>\$5,880</b>		<b>\$5,880</b>
<b>TOTALS</b>		<b>144</b>	<b>\$ 36,500</b>	<b>\$ 13,500</b>	<b>\$ 50,000</b>

We look forward to discussing this proposal and are happy to review our approach and scope of work with you. Should you have any questions, please don't hesitate to contact me via phone or email.

Best regards,

**STANTEC CONSULTING SERVICES INC.**

**Todd Shoemaker** PE, CFM  
 Senior Water Resources Engineer  
 Phone: 651-294-4585  
 Mobile: 612-414-7166  
 todd.shoemaker@stantec.com



By signing this proposal, \_\_\_\_\_ authorizes Stantec to proceed  
with the services herein described and the Client acknowledges that it has read and agrees to be bound  
by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

Per: \_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature



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**INDEMNITY:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are



not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**

February 2, 2023

**Shingle Creek Watershed Management Commission**

3235 Fernbrook Lane North  
Plymouth, MN 55447

Dear Shingle Creek Watershed Management Commission,

We appreciate the opportunity to present this scope of services and fee proposal for the Gaulke Pond Subwatershed Assessment project to the Shingle Creek Watershed Management Commission (SCWMC or Commission). The primary project objectives are to identify stormwater volume reductions to the Memory Lane—Gaulke Pond system and develop 30-percent design plans, cost estimates, and a basis of design memo appropriate for grant funding requests for the selected location.

Gaulke Pond is located within the City of Crystal and bordered to the north by property owned by the City of Crystal, to the east by the Fair School, and to the south and west by residential properties. Gaulke Pond is the most downstream in a series of four ponds, including Memory Pond, Brownwood Pond, and Hagemeister Pond. The Gaulke Pond chain collects runoff from a 905-acre mixed residential, institutional, and commercial watershed, draining portions of New Hope, Crystal, and Robbinsdale.

Gaulke Pond is land-locked and has no gravity outlet; water is pumped from the pond into municipal storm sewer that ultimately discharges into Lower Twin Lake. To address flood risk in the watershed and improve maintenance operations, the City of Crystal commissioned the Central Core Stormwater Project which performed detailed watershed modeling, under assumptions outlined in the 2019 Gaulke Pond Discharge Rate Evaluation. This study will focus on reducing the stormwater runoff volume before water enters the Gaulke Pond chain, with focus on areas that are highly impervious and have potential for redevelopment.

## Scope of Work

Proposed services include data collection and evaluation, identification of potential volume reduction best management practices (BMPs) and locations, development of alternatives, and preparation of preliminary plans of the Commission-selected BMP.

We will coordinate work with SCWMC and Technical Advisory Committee (TAC) members, as well as with the cities of New Hope and Crystal. Please refer to the following task descriptions for more detailed explanations of the work proposed and the associated deliverables.

### Task 1—Project Coordination

Following authorization to proceed, we will begin work on Task 2, as well as schedule a project kickoff meeting with SCWMC and City of Crystal and City of New Hope staff to review project scope, goals, schedule, and available data. The objective of this meeting will be to refine the project extents and resources of concern, project objectives and design standards, and identify relevant stakeholders to be involved in project meetings.

During this project, Stantec will also schedule one progress meeting, and two TAC and Commission meetings to present project updates and solicit feedback. Stantec will provide meeting agendas and summaries to all invitees. Unless otherwise noted, all meetings are assumed to be virtual.

Task 1 Deliverables: Meeting agendas and summaries

## Task 2—Data Collection and Review

Stantec will review the publicly available information from the City of New Hope, City of Crystal, Hennepin County, and other relevant data sources to determine if any additional data is needed for successful completion of the Gaulke Pond Subwatershed Assessment. The available data and recommendations will be discussed at the project kick-off meeting discussed in Task 1 with a goal of ensuring Stantec has the best-available data, understanding any existing areas of concern, and defining how to fill any data gaps.

## Task 3—Identify Potential Opportunities

Stantec will identify potential volume reduction projects that could yield the greatest benefit to the Gaulke Pond chain, using metrics previously established in the project kickoff meeting. These metrics will likely include stakeholder feedback and planning studies to identify areas with redevelopment potential, especially areas that may be below the SCWMC threshold. Physical data will also be used to identify areas conducive to infiltration practices, such as soils data, public parcels or easements, groundwater table elevations, topography, and existing stormwater infrastructure and drainage patterns. After potential locations are identified, Stantec will coordinate with city staff to schedule a progress meeting.

At this meeting Stantec will share methodologies used, identified opportunities, site visit notes, model results, and preliminary prioritization framework. Stantec will solicit feedback, such as locations that should be removed from further analysis, and make refinements, as needed.

Following the meeting, weather-permitting, Stantec staff will visit up to 10 sites with city staff (if desired) to observe existing site conditions and any conflicts not visible on utility plans or aerial photos. With the final potential site locations, Stantec will then evaluate up to 10 practices using the MPCA MIDS Calculator to determine the potential volume reduction benefit to the Gaulke Pond chain.

Task 3 Deliverables: Project progress meeting

## Task 4—Prioritization

We will rank the potential BMP opportunities identified and finalized in Task 3 using a quantitative approach and evaluation criteria developed in concert with project stakeholders, as well as model results and BMP life cycle costs using the Water Research Foundation's *BMP and LID Whole Life Cost Models: Version 2.0*. The prioritization results for all 10 locations will be provided to the project stakeholders for review.

The work to date will be presented at the Technical Advisory Committee (TAC) and Commission meeting. It is anticipated that the project sponsor/SCWMC will select one of the ten locations following these meetings and authorize Stantec to proceed with the 30% preliminary design.

Task 4 Deliverables: Final prioritized BMP list for SCWMC approval and/or selection; presentation at TAC and Commission meetings.

## Task 5—30% Preliminary Design

For the recommended practice from Task 4, Stantec will develop a 30% level design, cost estimate, and basis of design memo appropriate for grant funding requests for the selected location. Stantec will meet

with City staff to review a draft of the 30% preliminary design. We will revise the design plan and cost estimates based on City input and then present the recommended practice to the TAC and Commission.

**Task 5 Deliverables:** Preliminary and final 30% preliminary design plans, construction and life cycle cost estimates, and basis of design memo.

## Assumptions

- Stantec assumes that, in general, soils within the watershed are suitable for infiltration and our analysis will focus exclusively on stormwater volume reduction opportunities.
- Scope of work does not include any revisions or modifications would be made to the *Central Core Stormwater Project* modeling.

## Project Staff

- Project Manager Katy Thompson
- Water Resources Engineer Erik Megow, Rena Weis, Cody Gartman
- GIS Specialist Aaron Hyams
- Senior Water Resources Engineer Todd Shoemaker

## Fee Estimate

The below fee estimate has been prepared on a time and materials basis, per our standard terms and conditions and will not exceed the amount indicated without prior authorization from the SCWMC. Should the Commission approve this proposal, the work will be funded by the WBI grant (\$30,000).

		TASK TOTALS			
No.	Description	HOURS	LABOR	EXPENSES	FEE
1	Project Coordination	20	\$3,548	\$ 100	\$3,648
2	Data Collection and Analysis	20	\$3,036		\$3,036
3	Identify Potential Opportunities	63	\$9,694	\$50	\$9,744
4	Prioritization	23	\$3,540		\$3,540
5	30 Percent Preliminary Design	66	\$9,932		\$9,932
TOTALS		191	\$ 29,750	\$ 150	\$ 29,900





We look forward to discussing this proposal and are happy to review our approach and scope of work with you. Should you have any questions, please don't hesitate to contact me via phone or email.

Best regards,

**STANTEC CONSULTING SERVICES INC.**

**Todd Shoemaker** PE, CFM  
Senior Water Resources Engineer  
Phone: 651-294-4585  
Mobile: 612-414-7166  
todd.shoemaker@stantec.com

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Day Month Year

Per: \_\_\_\_\_  
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\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
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**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

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**Stantec Consulting Services Inc.**  
One Carlson Parkway North, Suite 100  
Plymouth MN 55447

February 2, 2023

## **Shingle Creek Watershed Management Commission**

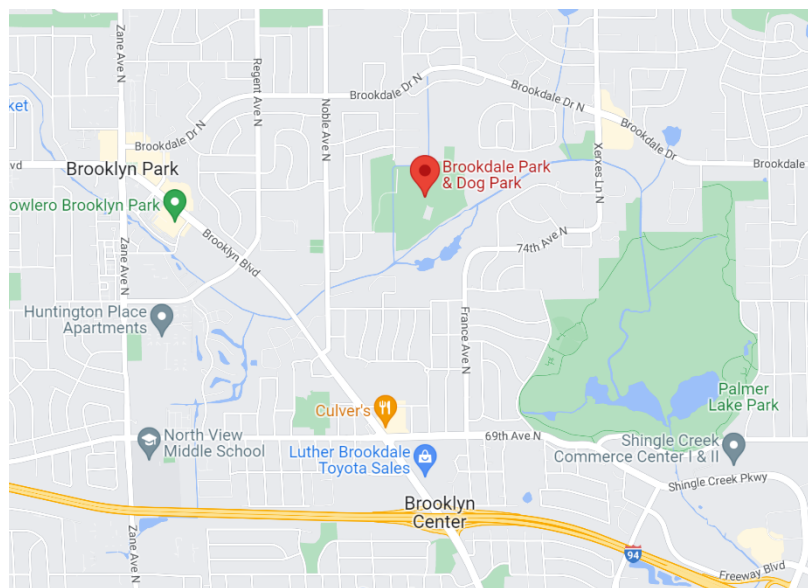
3235 Fernbrook Lane North  
Plymouth, MN 55447

Dear Shingle Creek Watershed Management Commission,

Stantec appreciates the opportunity to present this scope of services and fee proposal for the Brookdale Park Shingle Creek Remeander project. The primary project objectives are to remeander a previously straightened segment of the creek using natural channel design techniques, reduce soil loss to improve water quality and fish and wildlife habitat through biological enhancements, and integrate proposed improvements within the park for improved user educational and recreational opportunities.

## **Scope of Work**

Proposed services include desktop analysis and base-mapping; data collection and field assessment / evaluation; topographic and utility survey; development of remeander alternatives and Basis of Design memorandum; and preparation of preliminary plans of the selected alternative for Shingle Creek from the terminus of the Connections 1 project 700' downstream of Noble Avenue N to Xerxes Avenue N, located within Brookdale Park (Figure 1). This Brooklyn Park (City) community park is approximately 180-acres in size and contains active recreation and an extensive trail network along the creek that connects schools, natural areas, and regional trails. The focus of this project area is a segment of Shingle Creek approximately 5,500-feet in length. Restoration of this channel is an implementation action in the Shingle Creek Biotic and DO TMDL and the Fourth Generation Plan,



**Figure 1. Study area between Noble Avenue N and Xerxes Avenue N**

Reference: Brookdale Park Shingle Creek Remeander Feasibility Study

Figure 2 demonstrates how much the channel has been straightened and widened from 1957 (left) to 2021 (right). Restoring sinuosity to the channel generally improves water quality and aquatic habitat and can allow better connections to the adjacent floodplain. The feasibility study will inform how to accomplish these goals while maintaining or lowering the flood elevation.



**Figure 2. Alignment of Shingle Creek in 1957 (left) and 2021 (right)**

Because this reach of Shingle Creek is located within a city park with only a few adjacent residences, it is an opportunity to restore a more natural channel design that incorporates significant habitat and functional uplift. We will coordinate our work with the City and Department of Natural Resources' Nick Proulx, who specializes in stream assessment and restoration practices. We recently partnered with Nick on the Middle Sand Creek Natural Channel Restoration project in Coon Rapids ([Middle Sand Creek Corridor Restoration Project - Coon Creek Watershed District \(cooncreekwd.org\)](https://www.cooncreekwd.org)). Please reference the following task descriptions for more detailed explanations of the work proposed and the associated deliverables.

## **Task 1 – Data Collection and Review**

### ***Subtask 1.1 – Desktop Analysis and Base-mapping***

- Facilitate a project kick-off meeting among Stantec, City and DNR staff to review project scope, goals, and schedule (virtual).
- Review SCWMC and City previous studies, planning documents, and publicly available soils, hydrology, wetland, vegetation, and historical aerial imagery of the creek area, gather available utility information, and review modelling, water quality, and flow data from SCWMC.
- Identify data gaps and perform subtasks 1.2 and 1.3 to fill critical data gap needs.



Reference: Brookdale Park Shingle Creek Remeander Feasibility Study

- Review existing PCSWMM hydraulic model data, features, and results.

#### ***Subtask 1.2 – Field Visit Assessment and Sediment Investigation***

- Visit site to note potential constraints, current channel conditions, eroded banks, hydrogeologic factors like springs and seeps, vegetation quality, storm sewer outfalls and infrastructure, and trail impacts within the project area.
- Observe wildlife and plant communities within and around the current and potential creek route. At a minimum, we will want to minimize ecological impacts, but we may discover an opportunity for habitat improvement in addition to water quality improvements.
- *Sediment Investigation:* There are two ponds/pools along the alignment of the former channel. We will collect samples of accumulated sediment within those pools and send to a local laboratory for PAH analysis per MPCA guidance. The presence of PAHs may influence excavation and disposal costs or whether routing more flow through the channel could mobilize that sediment.

#### ***Subtask 1.3 - Topographic Field Survey***

- Perform topographic and public utility survey along a 125-ft wide corridor for the proposed creek alternative. We will survey channel cross sections on 150 – 200-ft intervals as well as site features and locating trees over 6-inches DBH within the survey corridor limits.
- Survey will be completed in the late spring (while leaves are not present) as we can utilize GPS technology and collect more site information that might be obscured in the summer.

**Task 1 Deliverables:** Kickoff meeting minutes, compiled data basemaps (PDF), topographic survey plan (PDF and CAD data), field investigation site observations, soils investigation findings.

### **Task 2 – Alternatives Evaluation and Basis of Design Memorandum**

*Alternatives Evaluation:* We will use the Task 1 deliverables to inform the initial design meeting among City, DNR and Stantec staff. We will discuss potential solutions, permitting considerations and funding opportunities, and City and adjacent landowner involvement.

We will use the Shingle Creek hydraulic model to evaluate whether we would be able to restore enough stream length through remeander that we can remove the three-foot drop structure in the park (aka "Monkey Falls"). Similarly, we will assess potential impacts to city infrastructure, such as trails that parallel the creek and pedestrian bridges that cross the creek.

Based on direction and outcomes of this meeting, our team will update the water quality model, analyze and use Task 1 findings to inform possible design options, and generate up to two (2) feasible, conceptual design alternatives, calculating estimated pollutant reduction and feasibility study level opinion of probable costs (AACE Class 4) for each alternative. These alternative designs will address bank stabilization, erosion and sediment control practices, water control practices, infrastructure impacts, visual quality and 'fit' within the surrounding area.

**Reference:** Brookdale Park Shingle Creek Remeander Feasibility Study

***Basis of Design Memorandum:*** The conceptual design alternative work will be presented in a Basis of Design memo describing and summarizing the desktop and field data collection and analysis, design alternative elements and impacts to the surrounding areas, project cost estimates, pollutant reduction estimates, and a comparison table of each alternative focusing on cost and pollutant reduction / water quality improvement potential.

After transmitting the conceptual design alternatives Basis of Design memo, we will schedule a progress meeting with City, DNR and Stantec staff to discuss the proposed designs and any desired changes.

**Task 2 Deliverables:** Draft basis of design memorandum with supporting exhibits, meeting minutes

### **Task 3 – 30% Preliminary Design of Selected Alternative**

After presenting the Task 2 alternatives and draft basis of design memo, we will be able to select one or more components of the two alternatives to proceed with refining one (1) design alternative into 30% preliminary design plans and opinion of probable cost that incorporates anticipated construction limits, access, and easements.

We will update the opinion of probable cost according to the 30% preliminary design plans with a budgetary level opinion of probable cost (AACE Class 3). We believe this level of detail and accuracy will aid SCWMC and the City in exploring all potential funding sources and will build confidence in the project solution moving forward.

Along with the preliminary design data, water quality modelling, details, and plans, we will update the design memo from Task 2 to reflect the changes and refinements made. This final set of deliverables will be appropriate for grant funding applications and shall be provided in electronic format.

Stantec will meet with City and Watershed staff to review a draft of the 30% preliminary design. We will revise the design plan and opinion of probable cost based on City and Watershed input and then present the recommended practice to the TAC and Commission.

**Task 3 Deliverables:** Preliminary plans and opinion of probably cost, final basis of design memorandum with supporting exhibits, meeting minutes

### **Assumptions:**

- Stantec assumes that City of Brooklyn Park will grant Stantec access to walk through the project area for field visit and assessment purposes.
- Scope of work assumes channel is safely wadeable. If creek is not wadeable, field measurement methods may be modified to gather the data sufficient to complete the preliminary evaluation.
- Scope of work does not include wetland delineation, soils investigation and field data collection, initial permitting engagement with ACOE and DNR.
- Stantec will not determine P loads from the sediments or pools.



Reference: Brookdale Park Shingle Creek Remeander Feasibility Study

## Fee Estimate

Stantec will execute the scope of work described above for the fee outlined below on a time and materials basis and according to the attached terms and conditions. We will not exceed the amount indicated without prior authorization from the SCWMC. Should the Commission approve this proposal, staff recommend the work be funded by reallocating from the Commission's Closed Projects account.

No.	Description	HRS	TASK TOTALS		FEE
			LABOR	EXPENSES	
1	Data Collection and Analysis	81	\$ 12,420	\$ 2,100	\$ 14,520
2	Alternatives Evaluation and Basis of Design Memorandum	90	\$ 13,854		\$ 13,854
3	30% Preliminary Design	72	\$ 10,626		\$ 10,626
TOTALS		243	\$ 36,900	\$ 2,100	\$ 39,000

We look forward to discussing this proposal and are happy to review our approach and scope of work with you. Should you have any questions, please don't hesitate to contact me via phone or email.

Best regards,

**STANTEC CONSULTING SERVICES INC.**

**Todd Shoemaker** PE, CFM  
Senior Water Resources Engineer  
Phone: 651-294-4585  
Mobile: 612-414-7166  
todd.shoemaker@stantec.com

**Reference:** Brookdale Park Shingle Creek Remeander Feasibility Study

By signing this proposal, \_\_\_\_\_ authorizes Stantec to proceed  
with the services herein described and the Client acknowledges that it has read and agrees to be bound by  
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

Per: \_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

**DESCRIPTION OF WORK:** Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

**DESCRIPTION OF CLIENT:** The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**COMPENSATION:** Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**INDEMNITY:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are



not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**

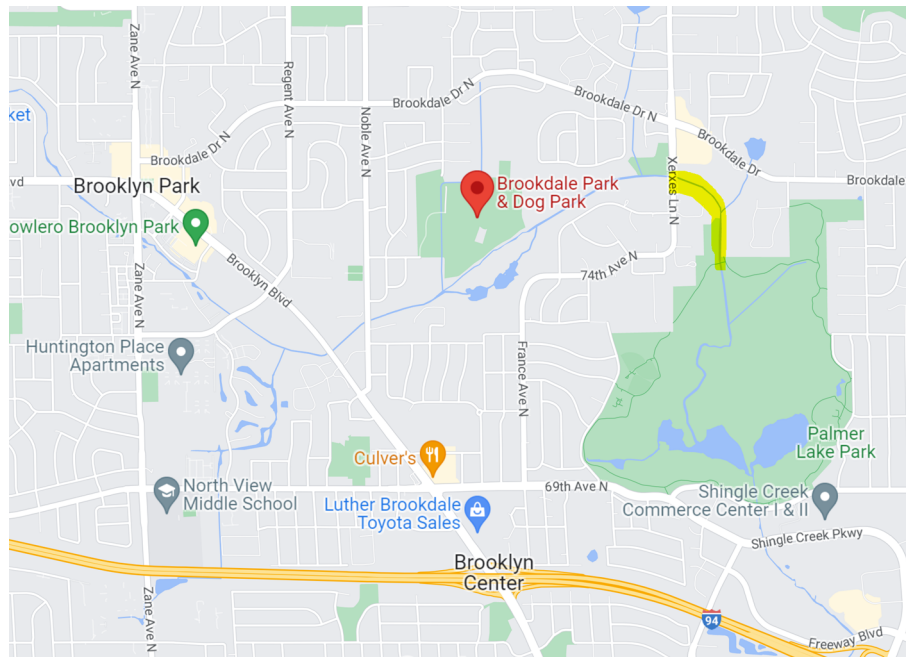
January 31, 2023

**Shingle Creek Watershed Management Commission**

3235 Fernbrook Lane North  
Plymouth, MN 55447

Dear Shingle Creek Watershed Management Commission,

Stantec appreciates the opportunity to present this scope of services and fee proposal for the Shingle Creek Regional Trail Bank Stabilization and Fish Access Improvements project. The primary project objectives are to develop feasible solutions for bank stabilization and fishing access improvements along the Shingle Creek Regional Trail between Xerxes Avenue N and the trail crossing north of Palmer Lake (Figure 1).



**Figure 1. Study area (highlighted) between Xerxes Ln and Palmer Lake.**

**Scope of Work**

Proposed services include desktop analysis and base-mapping; data collection and field assessment / evaluation; topographic and utility survey; development of concept alternatives and technical memorandum; and preparation of preliminary plans of the selected alternative. The focus of this project area is a segment of Shingle Creek Regional Trail / Shingle Creek approximately 2,000-feet in length.

We will coordinate the work with Shingle Creek Watershed Management Commission (SCWMC) and partners City of Brooklyn Park (City) and Three Rivers Park District (TRPD). Please reference the following task descriptions for more detailed explanations of the work proposed and the associated deliverables.

Reference: Shingle Creek Regional Trail Bank Stabilization & Fish Access Improvements Feasibility Study

## Task 1 – Data Collection and Review

### ***Subtask 1.1 – Desktop Analysis and Base-mapping***

- Facilitate a project kick-off meeting with TRPD, City and Stantec staff to review project scope, goals, and schedule (virtual).
- Review SCWMC and City previous studies, planning documents, and publicly available soils, hydrology, wetland, vegetation, and historical aerial imagery of the creek area, gather available utility information, and review modelling, water quality, and flow data from SCWMC.
- Identify data gaps and perform subtasks 1.2 and 1.3 to fill critical data gap needs.
- Review existing PCSWMM hydraulic model data, features, and results.

### ***Subtask 1.2 – Field Visit Assessment***

- Visit site to note potential constraints, current channel conditions, eroded banks, hydrogeologic factors like springs and seeps, vegetation quality, storm sewer outfalls and infrastructure, and trail impacts within the project area.
- Observe wildlife and plant communities within and around the current and potential creek route. At a minimum, we will want to minimize ecological impacts, but we may discover an opportunity for habitat improvement in addition to water quality improvements.
- Collect data to weigh preliminary planning alternatives against the Minnesota Stream Quantification Tool (MNSQT).

### ***Subtask 1.3 - Topographic Field Survey***

- Perform topographic and public utility survey along a 75-ft wide corridor for the proposed creek alternative. We will survey channel cross sections on 150 – 200-ft intervals as well as site features and locating trees over 6-inches DBH within the survey corridor limits.
- Survey will be completed in the late spring (while leaves are not present) as we can utilize GPS technology and collect more site information that might be obscured in the summer.

**Task 1 Deliverables:** Kickoff meeting minutes, compiled data basemaps (PDF), topographic survey plan (PDF and CAD data), field investigation site observations.

## Task 2 – Alternatives Evaluation and Technical Memorandum

**Alternatives Evaluation:** We will use the Task 1 deliverables to inform the initial design meeting among Stantec, TRPD, and City staff. We will discuss potential solutions, permitting considerations and funding opportunities, and City, TRPD, and adjacent landowner involvement.

Based on direction and outcomes of this meeting, our team will update the water quality calculations, analyze and use Task 1 findings to inform possible design options, and generate up to two (2) feasible, conceptual design alternatives, calculating estimated pollutant reduction and AACE Class 4 (feasibility study level) opinion of probable costs for each alternative. These alternative designs will address potential

**Reference:** Shingle Creek Regional Trail Bank Stabilization & Fish Access Improvements Feasibility Study

fishing access points, bank stabilization, erosion and sediment control practices, water control practices, infrastructure impacts, visual quality and 'fit' within the surrounding area.

*Technical Memorandum:* The conceptual design alternative work will be presented in a technical memo describing and summarizing the desktop and field data collection and analysis, design alternative elements and impacts to the surrounding areas, project cost estimates, pollutant reduction estimates, and a comparison table of each alternative focusing on cost and pollutant reduction / water quality improvement potential.

After transmitting the conceptual design alternatives technical memo, we will schedule a progress meeting with City, TRPD, and Stantec staff to discuss the proposed designs and any desired changes.

**Task 2 Deliverables:** Draft technical memorandum with supporting exhibits, meeting minutes

### **Task 3 – 30% Preliminary Design of Selected Alternative**

After presenting the Task 2 technical memo, we will be able to select one or more components of the two alternatives to proceed with refining one (1) design alternative into 30% preliminary design plans, sections, profiles, modelling, and cost estimate that incorporates anticipated construction limits, access, and easements.

We will update the cost estimate according to the 30% preliminary design plans and a AACE Class 3 (budgetary) estimate. We believe this level of detail and accuracy will aid SCWMC and the City in exploring all potential funding sources and will build confidence in the project solution moving forward.

Along with the preliminary design data, modelling, details, and plans, we will update the design memo from Task 2 to reflect the changes and refinements made. This final set of deliverables will be sufficient for the watershed to submit for grant funding applications and shall be provided in electronic format.

We assume and have included communications and effort to address minor comments that may arise during finalization of and submittal of the preliminary design deliverable.

**Task 3 Deliverables:** Preliminary plans and opinion of probable cost, final technical memorandum with supporting exhibits, meeting minutes

### **Assumptions:**

- Stantec assumes that City and TRPD will grant Stantec access to walk through the project area for field visit and assessment purposes.
- Scope of work assumes channel is safely wadeable. If creek is not wadeable, field measurement methods may be modified to gather the data sufficient to complete the preliminary evaluation.
- Scope of work does not include permitting, permit agency engagement, or biological or physicochemical field sampling or analysis.



Reference: Shingle Creek Regional Trail Bank Stabilization & Fish Access Improvements Feasibility Study

## Project Staff

- Project Manager Sarah Harding
- Water Resources Engineer Erik Megow, Jordan Wochenske
- GIS Aaron Hyams, Katy Berglund
- Survey Ryan Ness, Jason Nelson
- Senior Soil Scientist Matthew Summers
- Senior Environmental Scientist Brady McPherson
- Senior Water Resources Engineer Todd Shoemaker, Ed Matthiesen

## Fee Estimate

Stantec will execute the scope of work described above for the fee outlined below on a time and materials basis and according to the attached terms and conditions. We will not exceed the amount indicated without prior authorization from the SCWMC. Should the Commission approve this proposal, staff recommend the work be funded by reallocating from the Commission's Cost Share Projects account.

No.	Description	HOURS	TASK TOTALS		FEE
			LABOR	EXPENSES	
1	<b>Data Collection and Analysis</b>	<b>49</b>	<b>\$ 10,448</b>	<b>\$ 312</b>	<b>\$ 10,760</b>
2	<b>Alternatives Evaluation and Technical Memorandum</b>	<b>67</b>	<b>\$ 10,108</b>		<b>\$ 10,108</b>
3	<b>30% Preliminary Design</b>	<b>28</b>	<b>\$ 4,132</b>		<b>\$ 4,132</b>
	<b>TOTALS</b>	<b>144</b>	<b>\$ 24,688</b>	<b>\$ 312</b>	<b>\$ 25,000</b>

We look forward to discussing this proposal and are happy to review our approach and scope of work with you. Should you have any questions, please don't hesitate to contact me via phone or email.

Best regards,

**STANTEC CONSULTING SERVICES INC.**

**Todd Shoemaker** PE, CFM  
Senior Water Resources Engineer]  
Phone: 651-294-4585]  
Mobile: 612-414-7166  
todd.shoemaker@stantec.com

**Reference:** Shingle Creek Regional Trail Bank Stabilization & Fish Access Improvements Feasibility Study

By signing this proposal, \_\_\_\_\_ authorizes Stantec to proceed  
with the services herein described and the Client acknowledges that it has read and agrees to be bound by  
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

Per: \_\_\_\_\_  
Client Company Name

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

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**DESCRIPTION OF CLIENT:** The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

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**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**INDEMNITY:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

**LIMITATION OF LIABILITY:** It is agreed that the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

Liability of Consultant shall be further limited to such sum as it would be just and equitable for Consultant to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**DOCUMENTS:** All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are



not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

**FIELD SERVICES:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ASSIGNMENT:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**

**To:** Shingle Creek/West Mississippi WMO Commissioners  
Shingle Creek/West Mississippi WMO TAC

**From:** Diane Spector  
Troy Gilcrest

**Date:** February 3, 2023

**Subject:** Joint Powers Agreement Update

**Recommended  
Commission Action**

Each Commission should authorize the Attorney to draft revised JPAs in accordance with the attached proposed scope of services. Shingle Creek will fund its 50% share of the cost from its Fourth Generation Plan designated account, while West Mississippi will fund its 50% share from unrestricted cash reserves.

During the development of the Fourth Generation Plan staff noted that the current Joint Powers Agreement (JPA) would expire during the ten-year period covered by the plan. Staff proposed and the Commissioners agreed to wait until the plan was complete to start the process of amending and renewing the JPAs that enable and govern the Commissions.

The attorney has estimated that the cost of updating the JPAs would be about \$7,000. If any controversial issues arise during development, the final cost may be more than that. However, the work required is mainly to refresh the documents by eliminating outdated or no longer relevant text, and clarifying authorities to incorporate current policies and practices, which have evolved since the JPAs were first developed over 30 years ago.

The Attorney proposes to draft a new JPA for Shingle Creek first, assuming West Mississippi will be largely a mirror of that document. That work should be complete by this spring/summer, depending on any unforeseen issues or complications. The revised JPAs would then be presented to the cities for their review and approval. The TAC should discuss and provide input on the desired process to obtain City Manager and City Council review and comment. There has been some turnover in City Managers in recent years, and it may be helpful to host a virtual informational meeting to help the managers understand the work and accomplishments of the Commissions so they can advise their City Councils.

Since the documents will be essentially the same, the attorney suggests splitting the cost of JPA development 50/50 between the two Commissions, or an estimated \$3,500 each. The Shingle Creek Commission set aside a contribution from the operating budget each year to help fund the work and accumulated \$62,000 in that restricted account, of which \$52,500 was used to fund its share of the Fourth Gen Plan development. West Mississippi did not set aside specific dedicated funding but funded its share of the work from its unrestricted cash reserves. Both sources are adequate to fund the proposed JPA update work. Staff recommends the Commissions authorize the attorney to begin this work.

**Kennedy**

**&**

**Graven**

**CHARTERED**

Troy J. Gilchrist  
150 South Fifth Street  
Suite 700  
Minneapolis MN 55402  
(612) 337-9214 telephone  
(612) 337-9310 fax  
tgilchrist@kennedy-graven.com  
<http://www.kennedy-graven.com>

Also: St. Cloud Office  
501 W. Germain Street, Suite 304  
St. Cloud, MN 56301  
(320) 240-8200 telephone

## **MEMORANDUM**

To: Shingle Creek Watershed Management Commission  
West Mississippi Watershed Management Commission

From: Troy Gilchrist

Date: February 2, 2023

Re: Proposal to Update Joint Powers Agreements

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We have discussed at various meetings the need to update the joint powers agreements (JPAs) for both commissions. Both JPAs will terminate at the end of 2024. Working to update the documents now should allow sufficient time for the commissions to review drafts at their meetings and then approach cities for adoption in 2024.

As I previously mentioned, I have more time over the winter months to work on projects such since my workload sharply increases in the spring through the summer. As such, I am submitting a proposal to start working on the updating the JPAs with the goal of having drafts for review sometime this spring.

The way I approach projects like this is to give an estimate of what I think it may cost to complete the work, but to make it clear I will bill only for the time actually spent on the project. That will result in a final cost that is more or less than the estimate. I approach projects this way because working on policy issues/agreements always involve variables that are nearly impossible to predict in advance. For example, how many revisions or requests for additional language will the commissions request, will I be asked to attend any additional meetings, speak with city staff, etc. In this case, I do not anticipate much additional work beyond the drafting and some revisions so the estimate reflects that expectation.

I estimate a cost of \$3,500 for each commission to update their respective JPAs (i.e., total estimate of \$7,000). Again, I will only bill for the time actually spent on the project, but I anticipate being able to complete the updated documents for less than the estimate with some relatively minor additional edits. The cost would likely only go above the estimate if there are

more variables involved than anticipated at this point (e.g., work on consolidating the commissions, attend separate meetings, etc.).

Feel free to let me know if there are any questions. Otherwise, it would be helpful if each commission would act to authorize the project at the meeting so I can begin the work.

Thank you.