



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, January 20, 2021

### Agenda Item

#### Item 6. H. - LMRWD Projects

#### Prepared By

Linda Loomis, Administrator

#### Summary

##### i. Eden Prairie Study Area #3

Publication of the Request for Proposals was published in the State Register December 28, 2020 and January 4, 2021 Editions. It was also posted to the [LMRWD website](#) and in December 28, 2020 weekly newsletter of the American Council of Engineering Companies of Minnesota.

A pre-proposal meeting was held Wednesday, January 6, 2021. Manager Raby was able to join the meeting. An addendum to the RFP was issued Monday, January 11, 2021. A second addendum was not needed. The deadline to receive proposals is 2:00 pm, Friday, January 22, 2021.

Staff intends to review the proposal and narrow the list down. If staff determines that interviews of the proposal applicants are necessary, applicants will be notified January 29, 2021 and interviews will begin February 4, 2021. Staff will bring its recommendation to the Board at the February 17, 2021 Board of Managers meeting and ask for a contract to be awarded.

#### Attachments

No attachments

#### Recommended Action

No recommended action

##### ii. Amazon Fulfillment Center

This project was completed to redirect stormwater from the Amazon Fulfillment Center in Shakopee away from a culturally sensitive area at Murphy's Landing. The stormwater was redirected to a ravine leading to the Minnesota River east of the Visitor's Center at The Landing. The LMRWD assessed the ravine for its capacity to accept additional water and determined that the banks of the ravine would need to be stabilized. The LMRWD agreed to contribute \$35,000 to the project to account for the cost of the stabilization of the ravine. Staff has reviewed the documentation provided by the City along with the request for payment. Staff inspected the site after completion of the ravine stabilization and pictures of the site are attached. Staff has determined that the City of Shakopee has fulfilled the recommended obligations as suggested by Young Environmental in August 2019 to receive funds for the project and recommends approving the reimbursement request.

**Attachments**

Young Environmental August 2018 technical memo

Pictures of the project site

**Recommended Action**

Motion to reimbursement the City of Shakopee for costs incurred to stabilize ravine

iii. Schroeder's Acres Park

This project was identified by the City of Savage for funding under the 2018 Metro Area Watershed Based Funding Pilot Program and is in the LMRWD Watershed Plan as a capital improvement. This funding is basically pass-through funding. BWSR granted money to the LMRWD to pass through to the Cities that are responsible for implementing the projects.

This project is in the Eagle Creek sub-watershed and will look at the impact of stormwater from ponds in the Schroeder's Acres Park has on the temperature of Eagle Creek, which is a trout stream, and if improvements can be made to ponds that will reduce the temperature of stormwater flowing into Eagle Creek.

Savage has retained the services of WSB to prepare a feasibility report for the project. The Scope of Work from WSB is attached. A Cooperative Agreement has been prepared between the City and the LMRWD. This agreement has been approved by the Savage City Council and is similar to the agreement between the LMRWD and the City of Shakopee, which had two project approved for funding under the BWSR Watershed Based Funding Program. The Board should authorize execution of the cooperative agreement for this project.

**Attachments**

Scope of Work provided by WSB

Agreement for Passthrough Funding for Schroeder's Acres Park/Eagle Creek Cub-watershed stormwater study

**Recommended Action**

Motion to authorize execution of Agreement for Passthrough Funding for Schroeder's Acres Park/Eagle Creek Cub-watershed stormwater study

# Technical Memorandum

**To:** Linda Loomis, Administrator  
Lower Minnesota River Watershed District

**From:** Shane Soukup, Water Resources Scientist  
Della Schall Young, CPESC, PMP

**Date:** August 1, 2019

**Re:** Amazon Stormwater Reroute Project—City of Shakopee Funding Review Request

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The City of Shakopee (“City”) has requested funding from the Lower Minnesota River Watershed District (“District”) for the Amazon Stormwater Reroute Project (“Project”). The proposed project information is presented in the WSB & Associates Feasibility Study—Reroute Stormwater to Protect Historic Sites, dated February 14, 2019. Below is a summary of the Project and Young Environmental Consulting Group’s (Young Environmental) recommendations.

The City is seeking to improve stormwater management near the Amazon Distribution Center by rerouting stormwater discharge away from historic sites. It has assessed three options. The preferred option involves rerouting stormwater through the ravine located on the east end of the Three Rivers Park District property adjacent to Murphy’s Landing off Hwy 101 in Shakopee, MN. This option routes the stormwater through a combination of existing and new drainage networks. WSB & Associates Feasibility study suggests that because of the long flow route and attenuation of stormwater, the ravine may not need to be stabilized or improved.

To determine how much to contribute to the Project, Barr Engineering Company (“Barr”) assessed the work required today by the District to restore and/or stabilize the ravine. Staff from the City, Barr, and Young Environmental, and the District’s administrator walked the ravine on May 23, 2019. During the field walk on May 23, the ravine was observed and assessed for any current erosion issues. A headcut and spring were noted approximately 100 feet upstream of the banks of the Minnesota River. Increased flow to the ravine is likely to accelerate the migration of the headcut upstream. These additional flows may exacerbate the erosion of the ravine and increase sediment load

into the Minnesota River. Barr proposes stabilizing the current erosion issues within the ravine. This can be accomplished by installing a grade control at or just downstream of the headcut. The grade control may be in the form of a constructed riffle, which will be contoured to keep flows in the center of the channel while also allowing spring water to exit the spring unimpeded.

The total cost estimate to stabilize the ravine is \$34,437—\$10,000 for engineering design costs and \$24,437.40 for construction costs. Stabilizing the ravine addresses the following water resources issues and goals highlighted in the District Watershed Management Plan (“Plan”):

- Issue 3: Water Quality
- Issue 5: Erosion and Sediment Control
- Goal 2: Surface Water Management—to protect, improve, and restore surface water quality
- Goal 4: Unique Natural Resources Management—to protect and manage unique natural resources (reducing sediment loading into the Minnesota River is beneficial for aquatic habitat)
- Goal 7: Erosion and Sediment Control—to manage erosion and control sediment discharge

### Conclusion and Recommendations

The Project embodies the District’s strategy to partner with the local government to leverage resources to protect, preserve, and manage water and natural resources within the District. Although it is low on the list of 2019 funding priorities, the Project aligns well with the priority to remedy erosion issues in the District and addresses the Plan’s goals. Young Environmental recommends contributing \$35,000 to the City’s Project. As a condition for accepting the District’s contribution, the City should be asked to share the following information with the District:

- Final option selected, designed, and constructed
- Funding contributors
- Final plans



Looking South toward TH 101



Looking South toward TH 101 - midway



Looking South toward TH 101 - near end



Looking North toward MN River



Looking North toward MN River



Looking North toward MN River - from beginning



February 28, 2020

Mr. Jesse Carlson  
Water Resources Manager  
City of Savage  
6000 McColl Drive  
Savage, MN 55378

Re: Proposal to Provide Professional Services  
Eagle Creek Sub-Watershed Stormwater Study

Dear Jesse:

Attached for your review and approval is our proposed scope of services, fee, and schedule for providing professional engineering services to identify and evaluate water quality improvement strategies for Eagle Creek and its tributary in Schroeders Acres Park.

It is our understanding that the City of Savage is seeking services of WSB to study, identify, and evaluate opportunities for water quality improvements to Eagle Creek and its tributary in Schroeders Acres Park. As a part of this effort, an XPSWMM model will be created for the Eagle Creek Subwatershed. Once a preferred alternative from the feasibility study is identified, WSB will prepare and submit a separate proposal for final design and construction services.

We are proposing to complete the work as detailed in the attached scope for an estimated fee of **\$38,336**

We are excited to work with you on this project. If you are in agreement with this proposal, please sign where indicated and return one copy to me. Please do not hesitate to contact me at 651-286-8474 with any questions.

Sincerely,

WSB

Jeff Sandberg, PE  
Senior Project Manager

Attachments



SCOPE OF ENGINEERING SERVICES  
FOR  
SUB-WATERSHED STUDY FOR EAGLE CREEK

CITY OF SAVAGE, MN

Eagle Creek is a protected trout stream located in northwest Savage. The City would like to identify and evaluate water quality improvement strategies for Eagle Creek and its tributary in Schroeders Acres Park. The following tasks are included with this evaluation:

**Task 1 – Project Management** (*Estimated Fee \$3,590*)

Project management will be performed throughout the course of the project. The following subtasks are included as part of Project Management:

- 1.1 Attend 2 project meetings with City staff at project kickoff and draft submittal. This will include developing agendas, preparing handouts/graphics, and completing minutes as necessary.
- 1.2 Regular communication with the City and management of the staff and budget.

**Deliverables:** *Two (2) meetings with City staff*

**Task 2 – Feasibility Study** (*Estimated Fee \$34,746*)

WSB will prepare a feasibility study that identifies alternatives for improving water quality parameters in Eagle Creek. The following subtasks are part of the Feasibility Study:

- 2.1 Existing Water Quality Data Review – The City has indicated that they have historical water quality data for Eagle Creek, to include temperature data. We will review that data as well as other historical data sources to chart trends in water quality issues and temperature increases in Eagle Creek.
- 2.2 Hydrologic Model Review – The City has indicated that they have a HydroCAD model for some of the affected drainage areas. We will review and create a XPSMM model for the Eagle Creek Subwatershed to match current existing conditions. The city will provide the HydroCAD model for our use.

**Deliverables:** *XPSWMM model for the Eagle Creek Subwatershed.*

- 2.3 Review and Develop Water Quality Improvement Strategies – We will evaluate the Schroeder's Acres pond as well as other features within the watershed for opportunities to improve water quality. We will review the stormwater management of the Eagle Creek Business Park to determine if improvements or changes to routing of flows may benefit Eagle Creek.

**Deliverables:** *Water quality improvement recommendations.*

- 2.4 Develop Concept Level Exhibits – This subtask will include development of concept level exhibits for recommended water quality improvements to Eagle Creek.

**Deliverables:** *Concept level exhibits showing proposed improvements.*

2.5 Cost Estimates and Project Schedules – this subtask will include a concept level cost estimate for each improvement identified in Task 2. Additionally, an estimated schedule for design, permitting, and construction will be included.

**Deliverables:** *Cost Estimate and Project Schedule.*

The above-mentioned tasks do not include stakeholder or agency coordination or permitting. WSB can provide an estimate for those services upon completion of the feasibility study. We will indicate the pertinent permitting agencies with jurisdiction over the project as part of our alternatives analysis. Survey, water quality testing, and geotechnical services, if requested, can be provided at an additional fee.

**Proposed Project Schedule**

Award Contract.....	March 5, 2020
Professional Services Agreement Executed .....	March 9, 2020
Kick off Meeting with City Staff.....	March 11, 2020
Complete Feasibility and Modeling .....	May 4, 2020
Meeting with City on Initial Draft.....	May 11, 2020
Final Draft Complete.....	May 15, 2020

**Proposed Fees**

The cost to provide the scope of services outlined in this proposal will be billed hourly, based on our current hourly rates. We are proposing to complete the Sub-Watershed Study for Eagle Creek for an estimated fee of \$38,336

**ACCEPTED BY:**

**City of Savage**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



City of Savage  
 Work Plan for  
 Eagle Creek Subwatershed Study  
 February 28, 2020

Task Description	WSB Staff	WSB Staff	WSB Staff	Costs
	Jeff Sandberg Sr. Project Manager	Project Engineer	Joe Feuerstein Graduate Engineer	
<b>1 Project Management</b>				
1.1 Meetings	5	5		\$1,590
1.2 Regular Communication and Coordination	8	4		\$2,000
<b>2 Feasibility Study</b>				
2.1 Existing Water Quality Data Review	4	10	30	\$5,058
2.2 Hydrologic Modeling	14	26	80	\$14,004
2.3 Review and Develop Water Quality Improvement Strategies	8	15	32	\$6,664
2.4 Develop Concept Level Exhibits	6	12	26	\$5,298
2.5 Engineer's Estimate of Costs for Each Alternative	4	6	22	\$3,722
<b>Total Hours</b>	<b>49</b>	<b>78</b>	<b>190</b>	<b>317</b>
Average Hourly Fees (include overhead and profit)	\$182	\$136	\$99	
<b>TOTAL DESIGN SERVICES COSTS</b>	<b>\$8,918</b>	<b>\$10,608</b>	<b>\$18,810</b>	<b>\$38,336</b>

1. The above hourly rates include all costs associated with word processing, cell phones, reproductions, mailings, and mileage.

**Additional services:**

Permitting, Survey, Geotechnical, and Design Plan Preparation can all be provided services at additional cost

**AGREEMENT FOR PASSTHROUGH FUNDING FOR SCHROEDER ACRES PARK/EAGLE CREEK  
SUB-WATERSHED STORMWATER STUDY**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the Lower Minnesota River Watershed District a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, hereafter referred to as the "LMRWD" and the City of Savage, a body politic and corporate of the state of Minnesota, hereinafter referred to as the "City".

**RECITALS:**

WHEREAS, the City and the LMRWD desire to improve storm water quality; and

WHEREAS, the LMRWD and the City worked together to include funding for an activity titled "Schroeder Acres Park/Eagle Creek sub-watershed stormwater study" to be led by the City as part of the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant hereinafter referred to as the "Activity"; and

WHEREAS, the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant work plan has been approved by the MN Board of Water and Soil Resources (BWSR) and the grant agreement for associated state grant funding is with the LMRWD; and

WHEREAS the Activity work plan and grant award includes up to Sixty Thousand and 00/100 Dollars (\$60,000.00) for the Activity being led by the City; and

WHEREAS, the Activity Work Plan includes a 10% match requirement from the City not to exceed Six Thousand and 00/100 Dollars (\$6,000.00); and

WHEREAS, the LMRWD Board of Managers included funding in its 2021 and 2022 budgets for the City to complete this Activity using revenue from the grant.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein; and
2. This Activity as described in the approved work plan consists of preparation of a feasibility study to determine potential water quality benefits to Eagle Creek and subsequently to the Minnesota River downstream; and
3. A sum not to exceed \$6,000.00 will be provided by the City; and
4. Work Plan activities are set forth in Exhibit A. Milestones include: 1) execution of a grant agreement between the LMRWD and the City for completion of the Activity; 2) starting the Activity in 2020; and 3) completing the Activity in either 2020 or early 2021. It is anticipated that the Activity will include modeling to estimate water quality benefits, life cycle cost estimates, cost benefit analysis and may include development of preliminary concept designs if funds allow; and
5. The Activity will be completed by a consulting firm from the direction of the City's Water Resources Manager, or his/her designee; and

6. The City will comply with all of the terms and conditions of the grant agreement between the LMRWD and the granting agency as set forth in the grant agreement included as Exhibit B. This includes the responsibility for timely completion of the reporting as required in BWSR's e-link system for this Activity; and
7. The LMRWD shall reimburse the City actual allowed costs related to the Activity, not to exceed Sixty Thousand and 00/100 Dollars (\$60,000.00). Reimbursements shall be made within thirty (30) days after receipt of invoices documenting incurred expenses and the required proportional City match. Final payment will be made following confirmation that the City has completed all required reporting for the Activity in BWSR's e-link system; and
8. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees from all claims, demands, actions or causes of actions arising out of the negligent performance by its officers agents or employees; and
9. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under section 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statutes Chapter 471.59, Subdivision 1a, as a single governmental unit; and
10. It is further agreed that any and all employees of each party and all other person engaged by a party in the performance of any work or service required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensations Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party; and
11. The provisions of Minnesota Statute Chapter 181.59 and of any applicable local ordinance relating to Civil Rights and discrimination shall be considered a part of this Agreement as though fully set forth herein, including Exhibit B, which is attached and hereby incorporated; and

12. Pursuant to Minnesota Statutes Chapter 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of the LMRWD and the City pursuant to the Agreement shall be subject to examination by the LMRWD, the City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the LMRWD and the City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the LMRWD or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the LMRWD or the City notifies each party in writing that the records no longer need to be kept; and
13. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota; and
14. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party; and
15. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the LMRWD:      Lower Minnesota River Watershed District  
                              Linda Loomis, Administrator, her designees, successors or assigns  
                              112 East Fifth Street, Suite #102  
                              Chaska, MN 55318

To the City:            City of Savage  
                              Water Resources Manager  
                              6000 McColl Drive  
                              Savage, MN 55378

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective authorized officers as of this day and year first above written.

**LOWER MINNESOTA RIVER WATERSHED DISTRICT:      CITY OF SAVAGE:**

\_\_\_\_\_

\_\_\_\_\_

By: Jesse Hartmann, President

By: \_\_\_\_\_, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Approved as to form & execution:*

\_\_\_\_\_

\_\_\_\_\_ District counsel

By: \_\_\_\_\_, City Administrator

Date: \_\_\_\_\_

*Approved as to form & execution:*

\_\_\_\_\_ City attorney