

Brown's Creek Floodplain Restoration Project

A. Project Location



Figure 1. Location map for Brown's Creek Floodplain Restoration Project.

Project Location	Immediate Waterbodies Impacted	BMP Performance		
		TSS Reduction (lbs/yr)	N Reduction (lbs/yr)	P Reduction (lbs/yr)
<p>The Brown's Creek Floodplain Restoration Project is located on Brown's Creek between the McKusick Road and Highway 5 crossings in the City of Stillwater, MN. The project is wholly contained on Parcel 20030202240033, owned by the State of MN DNR (see Figure 1 for location map)</p> <p>The project spanned about 275 linear feet of shoreline and encompassed an area of about 0.60 acres, of which about 0.25 acres comprises the floodplain bench between the trail and Brown's Creek.</p>	Brown's Creek	Project benefits include reduced sediment contribution to Brown's Creek	NA	NA

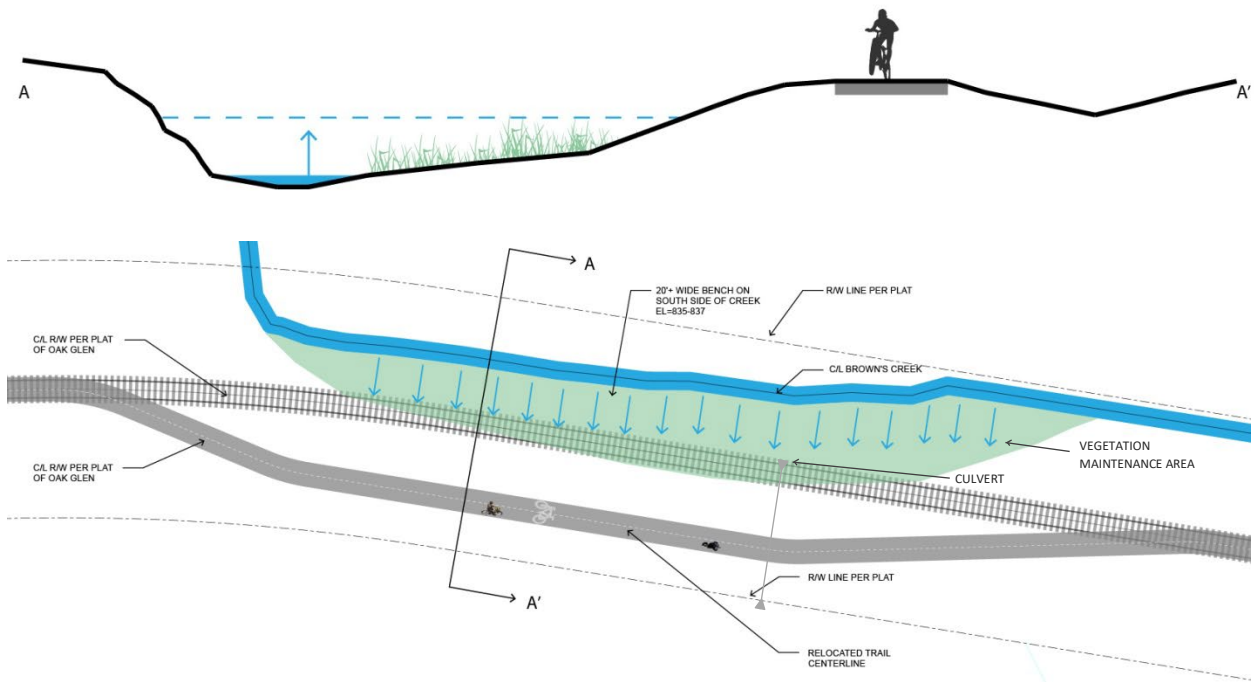


Figure 2. Project visual of Brown's Creek Floodplain Restoration Project.



Figure 3. Site post-construction, showing primary area to be maintained and culvert location.

B. Description of Facility

I. General Site Description

The project restored floodplain lost to filling by historic rail line development. The absence of a floodplain and stream straightening resulted in high shear stress and erosion along the railroad embankment. The MN DNR Rails to Trails program resulted in the formation of the Brown's Creek State Trail which permitted the realignment of the trail to facilitate floodplain restoration. The work involved removing the former rail line from along the stream to the south to provide a floodplain bench and alleviate the confinement of the stream (Figure 2). This project was designed and funded by the BCWD and constructed by the MN DNR as part of the Brown's Creek Trail construction.

Partners	Project Purpose	Drainage Size	Project Completed	Maintenance Requirement
BCWD, MN DNR Parks & Trails	Stabilize adjacent stream bank instability and lesson near bank stress on downstream historic Stone Arch Bridge	NA	2014	25 Years (2039)
Note 1: BCWD is responsible for maintenance. MN DNR Parks & Trails is the landowner.				
Costs				
Total Project Cost: \$127,000 (including design and construction)				
<ul style="list-style-type: none"> Local BCWD Tax Levy: \$127,000 				

II. Parts Inventory

Not Applicable for this project

III. Stormwater Management Facilities

Not Applicable for this project

IV. Accessibility

An access agreement with the property owner (MNDNR) is in place to facilitate maintenance. Access to the project to date has occurred via the state trail at the McKusick Road crossing.

V. Start-Up and Operating Procedures

a. Process Description

Not Applicable for this project

b. Controls

Not Applicable for this project

c. Start – Up Procedures

Not Applicable for this project

d. Normal Operating Procedures

The following personnel can be contacted for normal operating procedure questions.

Contact Personnel		Contact Number	Organization
Primary	Karen Kill, Administrator	651-330-8220 x26	BCWD
Secondary	Kevin Biehn, Landscape Architect	651-770-8448	Emmons & Olivier Resources, Inc.

- e. **Common Operating Problems**
Not Applicable for this project

C. Maintenance and Inspection Requirements

I. Planning Maintenance and Inspections

Routine inspections should be made by BCWD staff or the District consultant since the landowner (MNDNR) has communicated that they are unable to complete routine inspections. Inspections should occur during the middle of the growing season (June to August) to assess vegetation and to search for signs of erosion. Trail threats or concerns should be relayed to the BCWD and MNDNR Parks & Trails staff.

a. Inspection Procedures*

Item	Item Location	Parameter Measured	Inspection Frequency
Culvert	12" HDPE culvert that spans trail (see Figures 2 and 3)	Noticeable erosion or blockage	Annual
Vegetation	Across 0.60-acre project area, with specific attention to the 0.25 acre floodplain bench adjacent to the creek	Quality and quantity of native vegetation. Presence of invasive species Progress/assessment of any contracted maintenance	Annual
Trees	Across 0.60-acre project area	Evaluate any herbivore damage and necessary maintenance (mulching, trimming, herbivore protection, etc.)	Biennial
Stream	Access stability of associated 275 linear feet	Visual observation of stability/condition	Biennial
Trail	Trail	Any wear or damage caused by associated maintenance	Depends on maintenance conducted

*Inspections should include documentation as outlined in the *Record of Annual Inspection and Maintenance Program* sheet below.

b. Maintenance Procedures

Item	Corrective Action	Maintained by	Maintenance Frequency	Estimated Annual Cost (based on 2025 estimate)
Native Vegetation Establishment	Fostering native vegetation and managing invasive species	To date, work has been completed by BCWD contractor	As determined by inspections or recommendations from vegetation contractor 2019 was the fifth year of vegetation establishment; depending on the condition of vegetation, the District could reduce maintenance efforts to every 2-3 years	\$2,400
Annual Vegetation & Biannual Tree inspections	N/A	BCWD	Once per year	\$500
Anticipated Total Yearly Cost:				\$2,900

II. Corrective Actions and Modifications

Necessary corrective action is directly tied to conditions of problem

III. In-house Verses Contracted Labor

To be determined on an as-needed basis

IV. Sampling and Performance Monitoring

Not Applicable for this project

D. Maintenance Responsibilities and Agreements

Although the project was constructed on State property, the District has agreed to maintain the project area.

I. Manufacturer’s Recommendations

Not Applicable for this project

II. Safety

Not Applicable for this project

E. Records and Reporting

Records and reporting should be reported to and maintained by Brown’s Creek Watershed District. The following information should be recorded during all inspection visits:

Record of Annual Inspection and Maintenance Program:

Inspector Information		
Visit Number:		
Name		
Date:		
Area Identifier	Inspection Description	Notes
1. Culvert	Noticeable erosion or blockage	
2. Vegetation	Quality and quantity of native vegetation Presence of any noxious or invasive plant species	
3. Trees	Evaluate any herbivore damage and necessary maintenance (mulching, trimming, herbivore protection, etc.)	
4. Stream	Visual observation of stability/condition	
5. Trail	Any wear or damage caused by associated maintenance	
<i>Maintenance Description:</i>		
Contractor / Maintenance Crew Information		
Date:		
Name:		
Phone:		
Address:		
<i>Maintenance Description:</i>		

I. Sampling and Performance Monitoring

a. Sampling and Analysis

Not Applicable for this project

b. Performance Monitoring

Not Applicable for this project

F. Emergency Plan and Operating Procedures

II. Emergency Plan

Always call 911 in a situation that presents a risk of immediate bodily harm to yourself or the surrounding community.

III. Emergency Operating Procedures

In the event on an operational emergency, please contact the following personnel for further assistance.

Contact Personnel		Contact Number	Organization
Primary	Karen Kill, Administrator	651-330-8220 x26	BCWD
Primary	DNR Parks & Trails Office St. Paul, MN	651-259-5748	MN DNR
Secondary	Kevin Biehn, Landscape Architect	651-770-8448	Emmons & Olivier Resources, Inc.

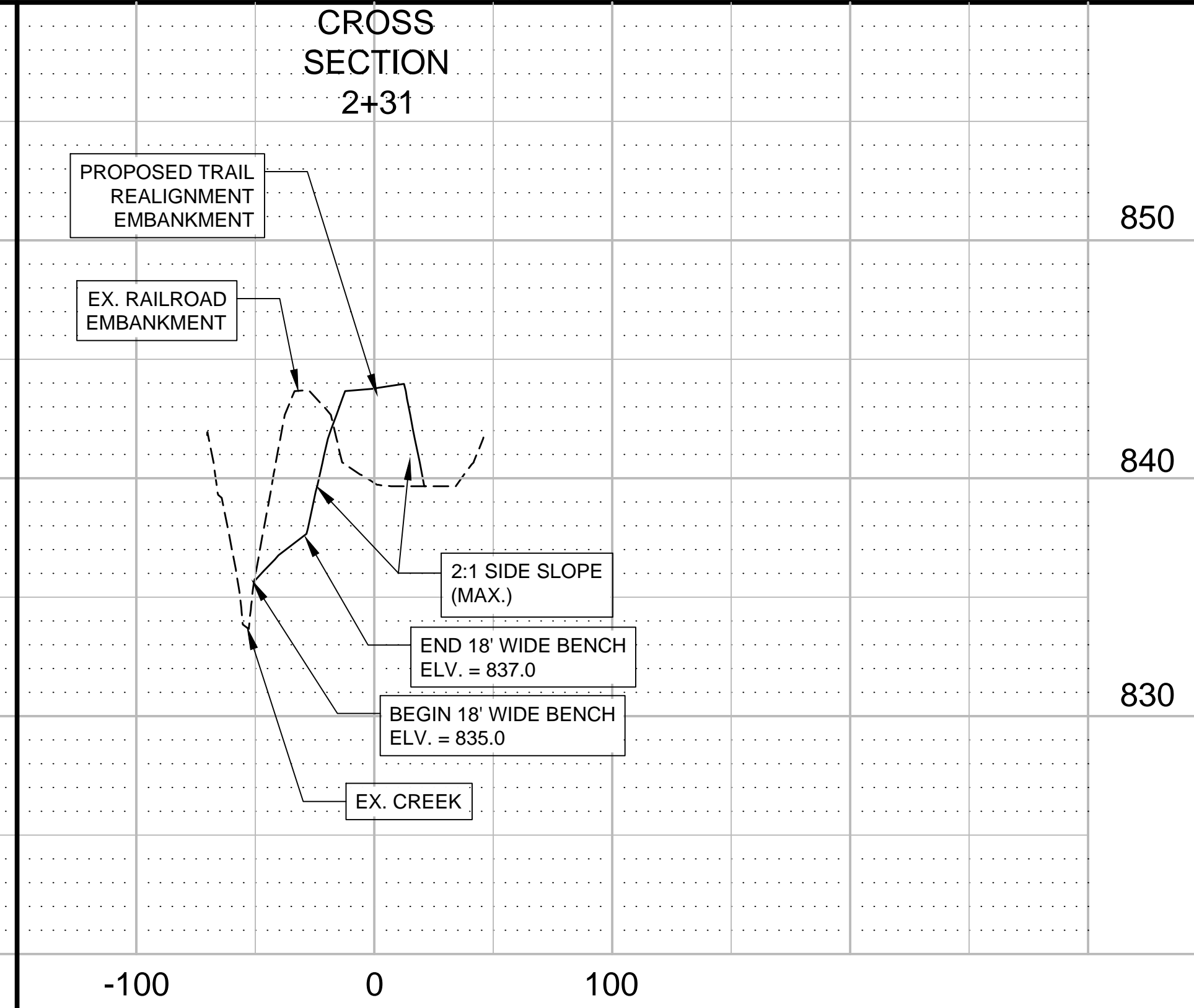
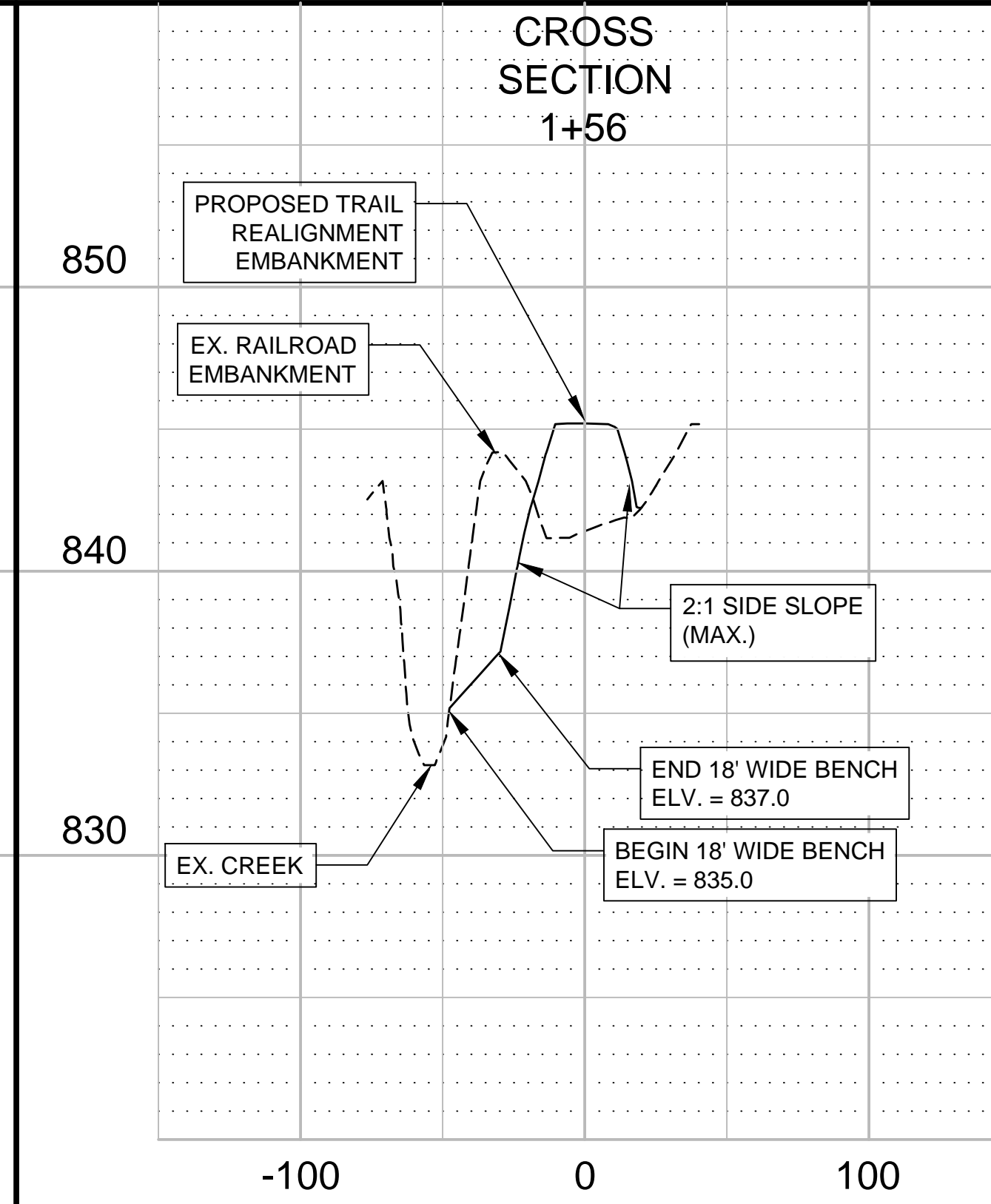
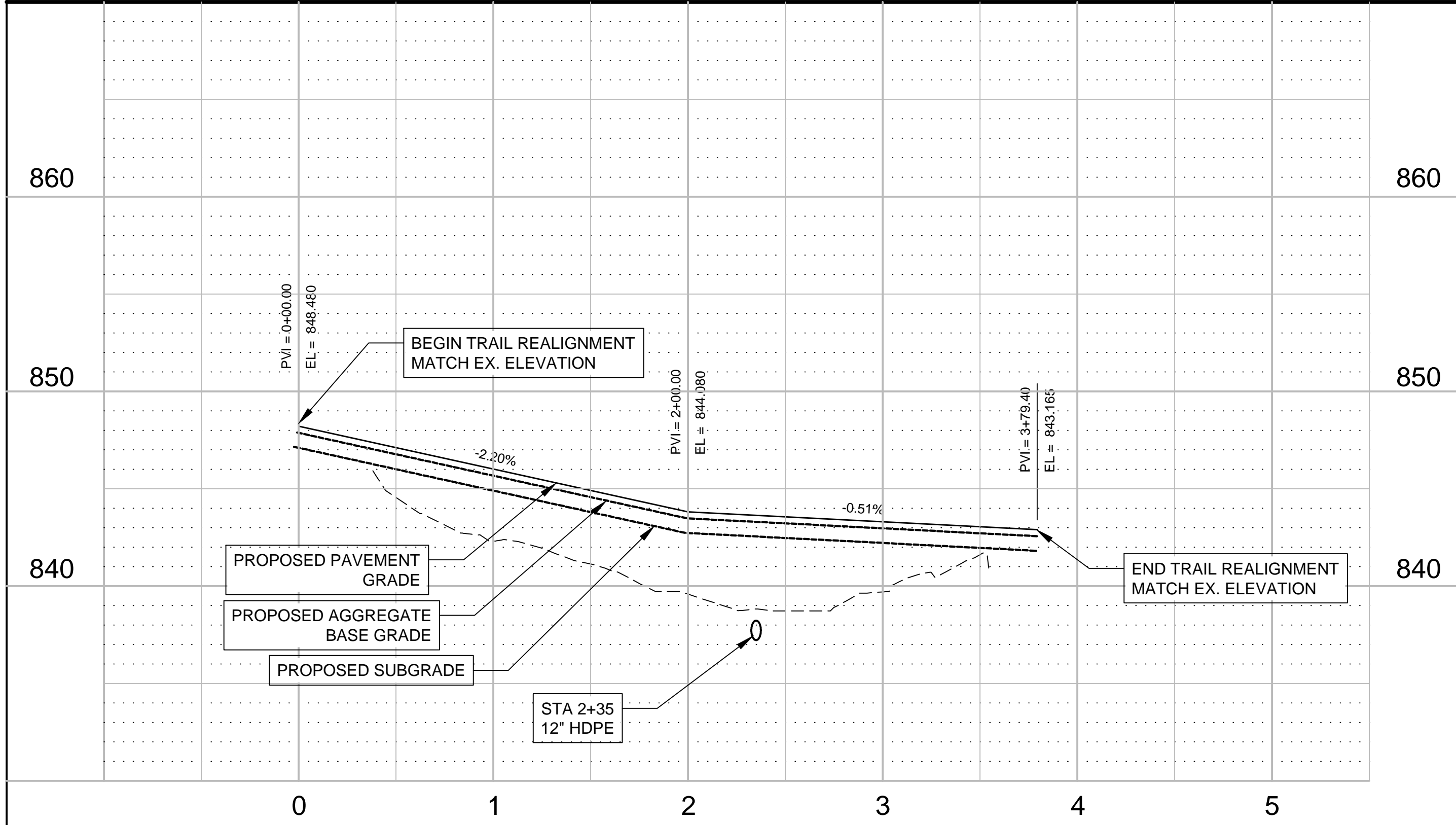
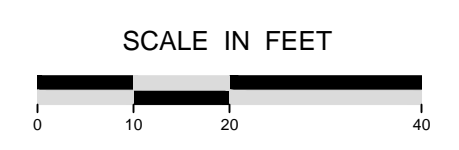
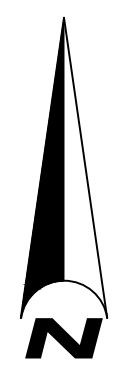
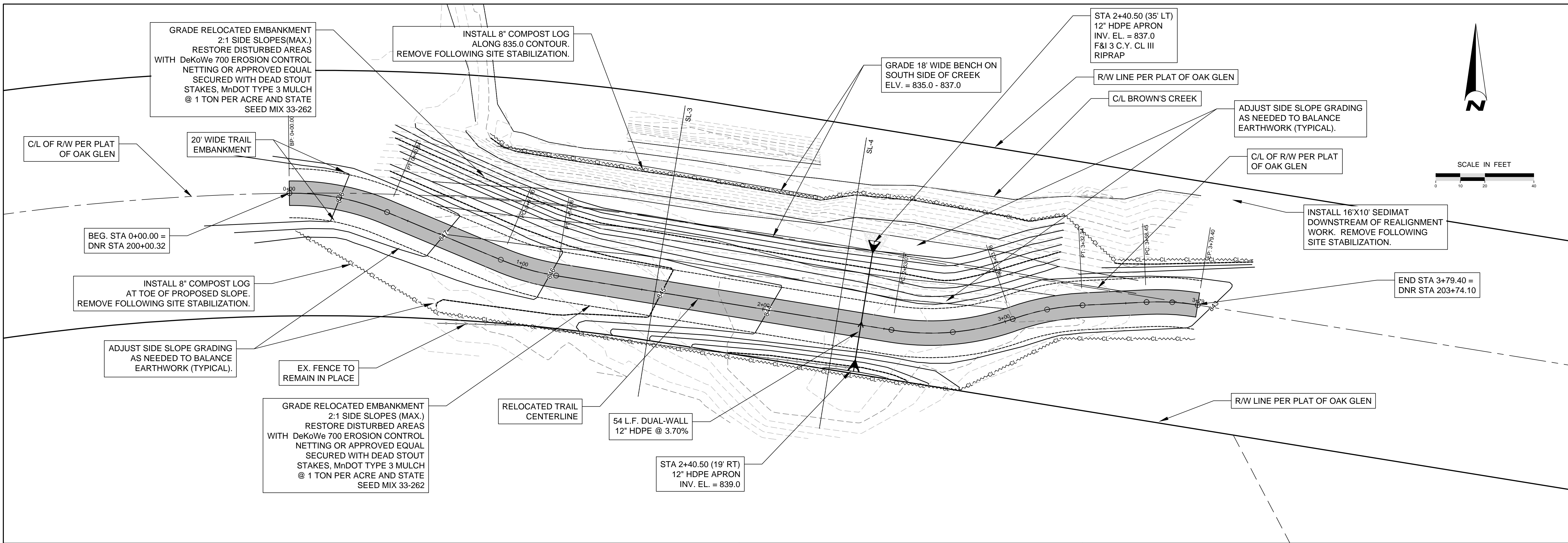
G. Appendices

I. Construction Documents

II. Construction As-Built

III. Agreements

a. Cooperative Agreement- MN DNR



Plot Date: 05/02/2014
 Drawing Name: X:\Clients\W0401188_Realignment\Project09_GMS_B.C. Rehabilitation\X-BASE_041-0188-Revise.dwg
 Xrefs: DNR Topo

6			
5			
4			
3			
2			
1			
NO	DATE	BY	REVISION

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

 JAY R. HILL
 DATE: 05-01-2014 LICENSE # 24552

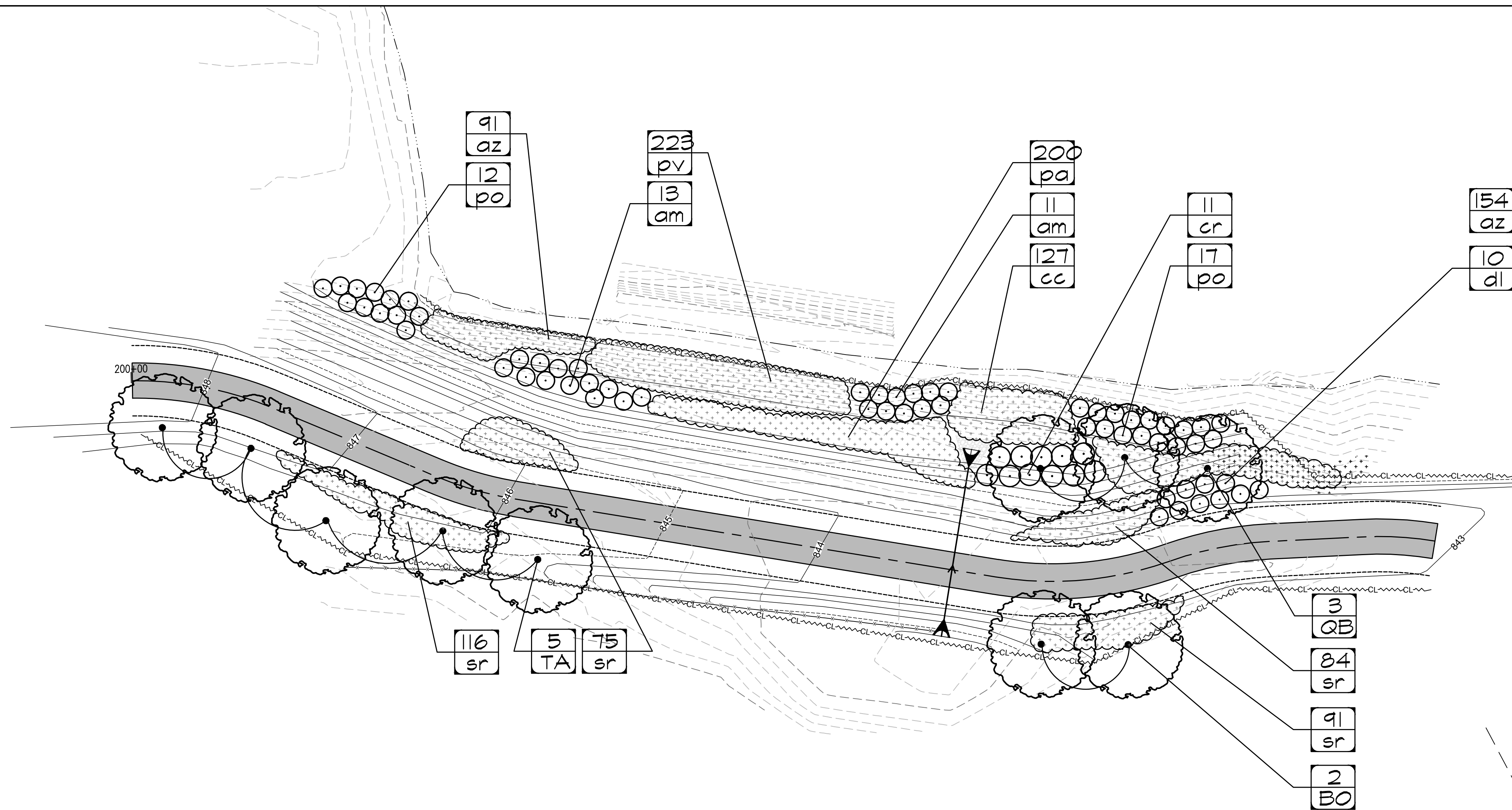
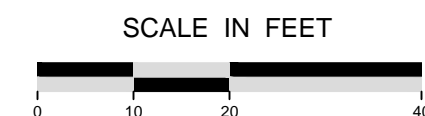
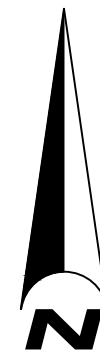
SUBMISSION DATE: 05-01-2014
 DESIGN BY: JRH DRAWN BY: JRH
 EOR PROJECT NO: 00041-0188

EOR Emmons & Olivier Resources, Inc.
 651 Hale Avenue North
 Oakdale, MN 55128
 Tele: 651.770.8448
 www.eorinc.com

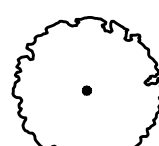

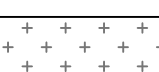
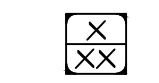
Brown's Creek Watershed District
 c/o Washington Conservation District
 1380 West Frontage Road, Hwy 36
 Stillwater, MN 55082

BROWN'S CREEK TRAIL & STREAM REHABILITATION
 CITY OF STILLWATER
 WASHINGTON COUNTY, MN

ALTERNATE 1
 TRAIL REALIGNMENT
 SITE PLAN
 A1 - SHEET 01 OF 03 SHEETS



PLANTING PLAN LEGEND:

-  PROPOSED DECIDUOUS TREES
-  PROPOSED DECIDUOUS SHRUBS
-  PROPOSED PERENNIAL PLANTING
-  # OF PLANTS
PLANT ID

PLANTING SCHEDULES:

Perennial Planting Schedule - Brown's Creek Trail						
Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
az	245	60% - <i>Andropogon gerardii</i>	Big Bluestem	4"	Pot	2' O.C.
		40% - <i>Zizia aurea</i>	Golden Alexander	4"	Pot	2' O.C.
cc	127	60% - <i>Calamagrostis canadensis</i>	Canada Blue Joint Grass	4"	Pot	2' O.C.
		40% - <i>Pycnanthemum virginianum</i>	Mountain Mint	4"	Pot	2' O.C.
pa	200	70% - <i>Panicum virgatum</i>	Switchgrass	4"	Pot	2' O.C.
		30% - <i>Aster laevis</i>	Smooth Aster	4"	Pot	2' O.C.
pv	223	70% - <i>Panicum virgatum</i>	Switchgrass	4"	Pot	2' O.C.
		30% - <i>Monarda fistulosa</i>	Bee balm	4"	Pot	2' O.C.
sr	366	60% - <i>Schizachyrium scoparium</i>	Little Bluestem	4"	Pot	2' O.C.
		40% - <i>Rudbeckia hirta</i>	Black-Eyed Susan	4"	Pot	2' O.C.
	1161	Perennial Total				

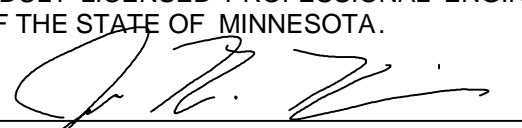
Deciduous Tree & Shrub Planting Schedule - Brown's Creek Trail						
Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
QB	3	<i>Quercus bicolor</i>	Swamp White Oak	#25 Cont.	Pot	
TA	2	<i>Tilia americana</i>	Basswood	#25 Cont.	Pot	
	5	Tree Total				
po	12	<i>Physocarpus opulifolius</i>	Ninebark	#2 Cont.	Pot	5' O.C.
am	13	<i>Aronia melanocarpa</i>	Black Chokeberry	#2 Cont.	Pot	5' O.C.
cr	11	<i>Cornus racemosa</i>	Gray Dogwood	#2 Cont.	Pot	6' O.C.
dl	10	<i>Diervilla lonicera</i>	Dwarf Bush Honeysuckle	#2 Cont.	Pot	5' O.C.
	46	Shrub Total				

PLANTING PLAN NOTES

1. CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
2. CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
3. CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
4. CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF SUBSTANTIAL COMPLETION. REPAIR OF ACTS SYMBOLS ON PLAN DRAWING TAKE PRECEDENCE OVER SCHEDULES IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS AND DETAILS TAKE PRECEDENCE OVER NOTES.
5. NO PLANTS WILL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED, SEEDING HAS OCCURRED, AND EROSION CONTROL MEASURES HAVE BEEN PROPERLY INSTALLED.
6. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS GRANTED BY THE LANDSCAPE ARCHITECT TO THE CONTRACTOR PRIOR TO THE SUBMISSION OF BID.
7. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. LANDSCAPE ARCHITECT MUST BE NOTIFIED PRIOR TO ADJUSTMENT OF PLANTS.
8. PLANT MATERIALS TO BE INSTALLED PER MnDOT STANDARD DETAILS AND SPECIFICATIONS.
9. DECIDUOUS TREES ARE TO RECEIVE 4" DEEP SHREDDED HARDWOOD MULCH AND SHALL HAVE NO MULCH IN DIRECT CONTACT WITH THE TREE TRUNK. SHRUB AREAS TO RECEIVE BY 3" DEEP SHREDDED HARDWOOD MULCH. MULCH SHALL BE INCIDENTAL.
10. PERENNIAL PLANTINGS SHALL NOT RECEIVE HARDWOOD MULCH.
11. ALL PLANT MATERIAL SHALL BE WATERED TO SATURATION IMMEDIATELY FOLLOWING INSTALLATION. ADDITIONALLY, HARDWOOD MULCH SHALL BE WATERED TO SATURATION FOLLOWING INSTALLATION.
12. TREE STAKING NOT PERMISSIBLE. TREES SHOULD BE PLANTED UPRIGHT AND ROOTBALL STAKED IF NECESSARY.
13. UNLESS NOTED OTHERWISE, THE APPROPRIATE DATES FOR SPRING PLANT MATERIAL INSTALLATION IS FROM THE TIME GROUND HAS THAWED TO JUNE 15.
14. FALL DECIDUOUS PLANTING IS ACCEPTABLE FROM THE FIRST FROST UNTIL NOVEMBER 30. ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

Plot Date: 05/02/2014
 Drawing Name: X:\Clients\BC\W010188_Realignment\Project09_GMS_B\BC_Rehab\dwg\X-BASE_041-10188-Revised.dwg
 Xref: DNR Topo

NO	DATE	BY	REVISION
6			
5			
4			
3			
2			
1			

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

 JAY R. HILL
 DATE: 04-15-2014 LICENSE # 24552

SUBMISSION DATE:
 04-15-2014
 DESIGN BY: JRH DRAWN BY: JRH
 EOR PROJECT NO.
 00041-0188

 **Emmons & Olivier Resources, Inc.**
 651 Hale Avenue North
 Oakdale, MN 55128
 Tele: 651.770.8448
 www.eorinc.com

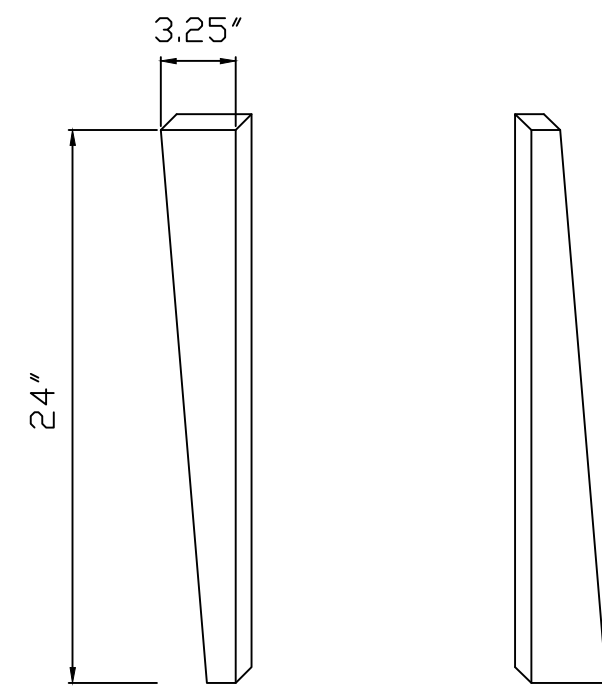
Brown's Creek Watershed District
 c/o Washington Conservation District
 1380 West Frontage Road, Hwy 36
 Stillwater, MN 55082

BROWN'S CREEK TRAIL & STREAM REHABILITATION
 CITY OF STILLWATER
 WASHINGTON COUNTY, MN

ALTERNATE 1
 TRAIL REALIGNMENT
 PLANTING PLAN
 A1 - SHEET 02 OF 03 SHEETS

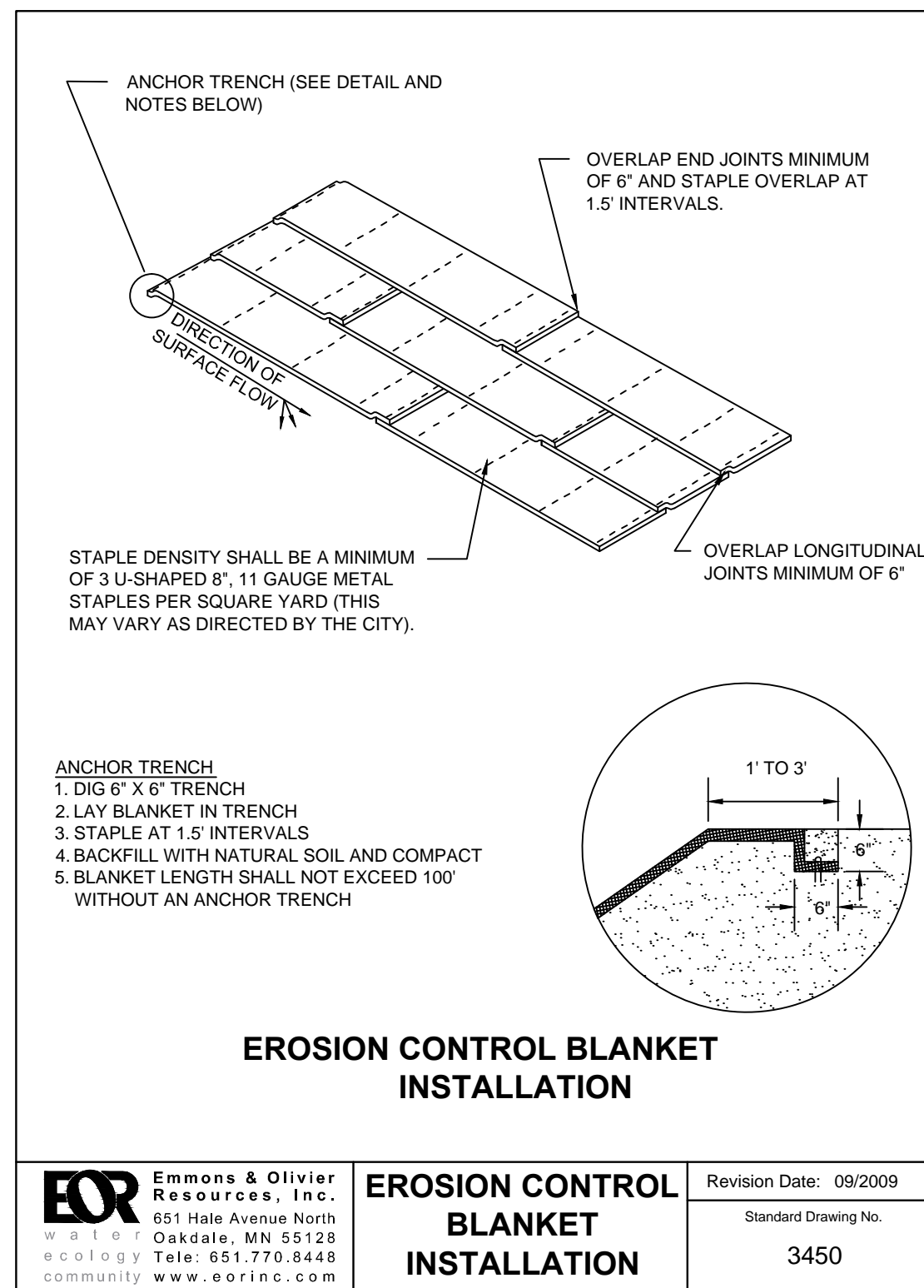
DEAD STOUT STAKES SHALL BE INCIDENTAL TO EROSION CONTROL BLANKET INSTALLATION. STAKES TO BE INSTALLED AT THE FOLLOWING INTERVALS:

- EDGE OVERLAPS - 36" ON CENTER
- PERIMETER - 36" ON CENTER
- INTERIOR FIELD - EVERY 36"

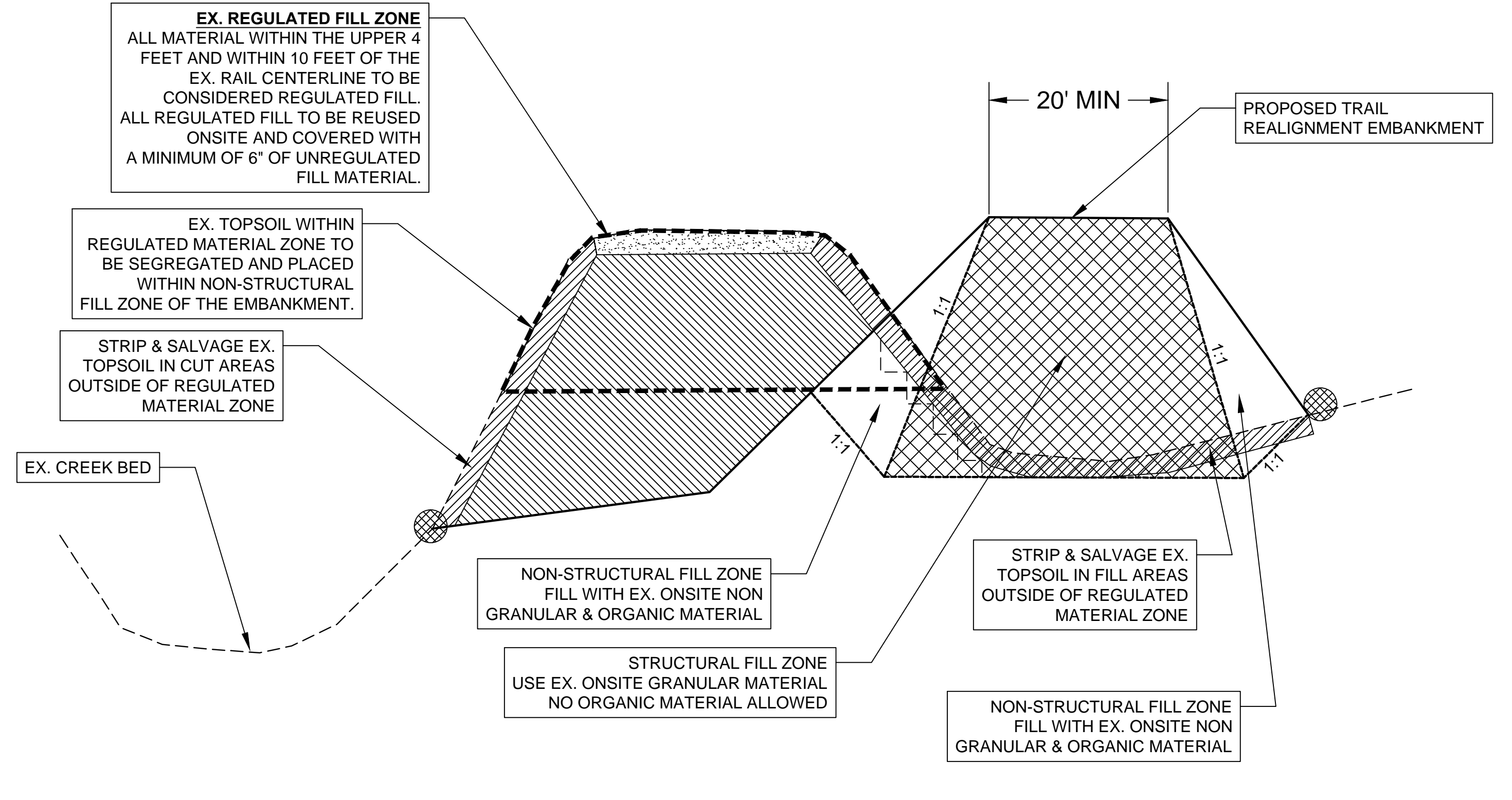


DEAD STOUT STAKES FOR USE AT ALL EROSION CONTROL BLANKET EDGES AND WHEREVER BLANKETS OVERLAP

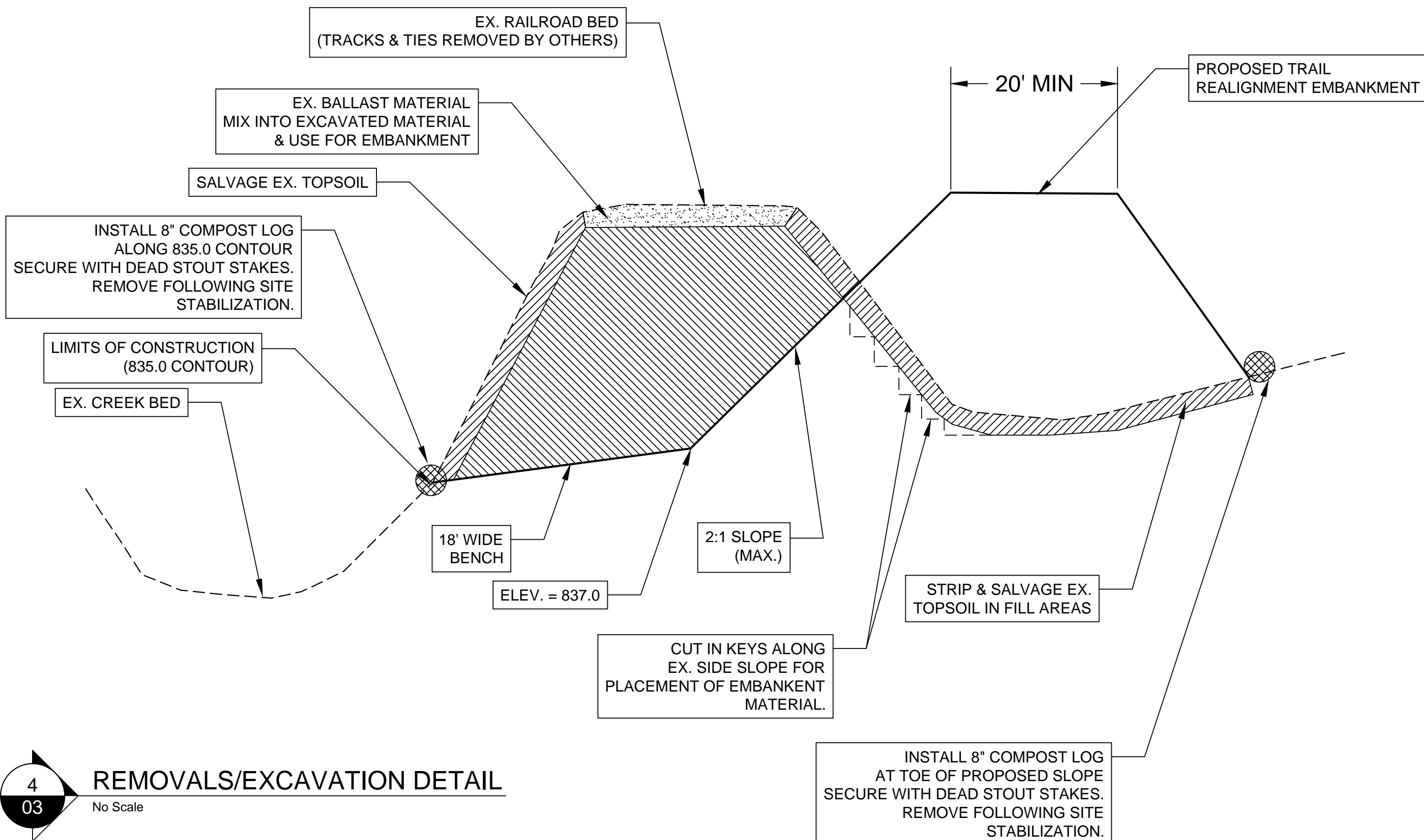
1
03
DEAD STOUT STAKE
No Scale



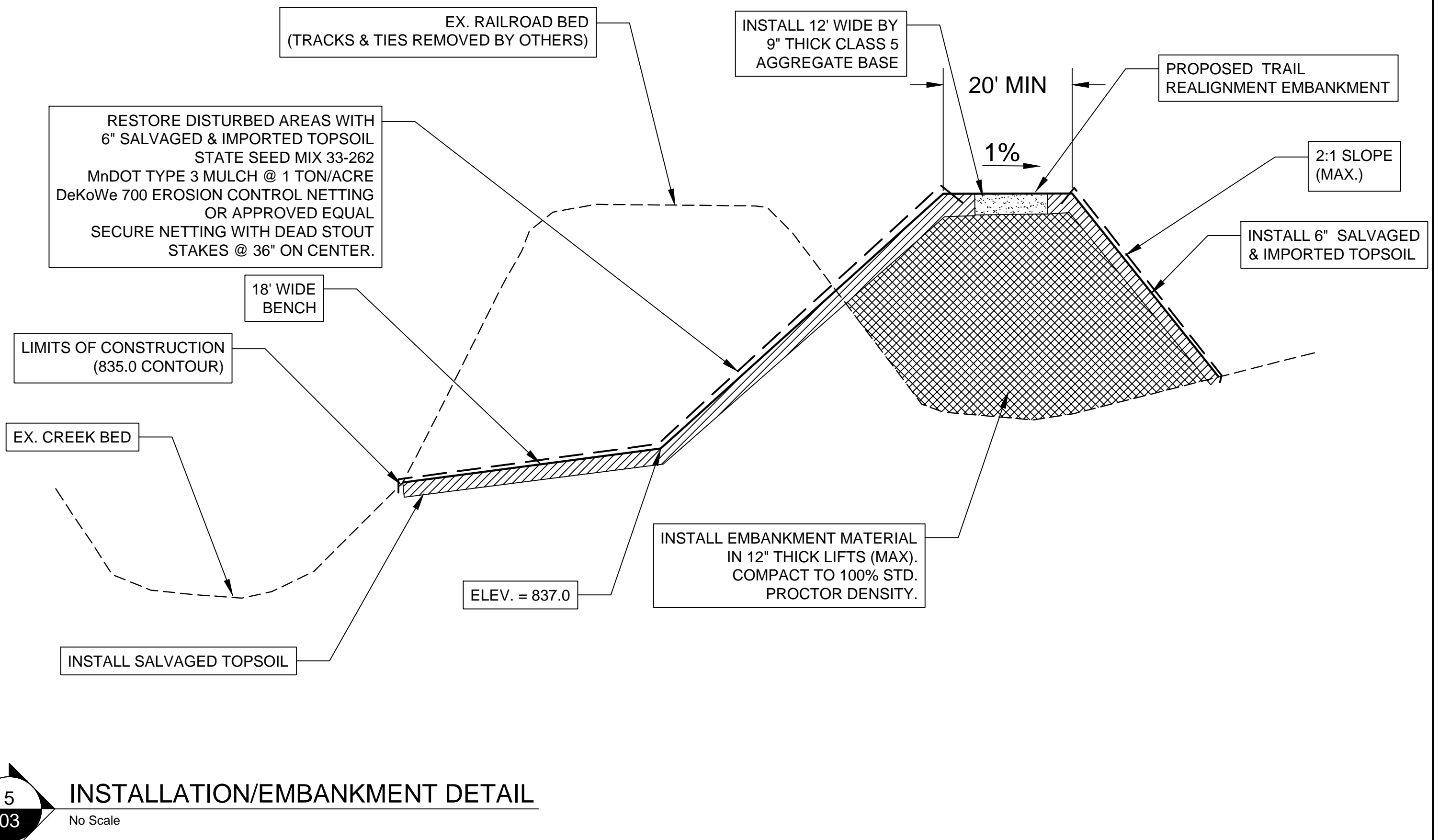
2
03
EROSION CONTROL BLANKET
No Scale



3
03
REGULATED FILL & SOIL MANAGEMENT DETAIL
No Scale



4
03
REMOVALS/EXCAVATION DETAIL
No Scale



5
03
INSTALLATION/EMBANKMENT DETAIL
No Scale

Plot Date: 05/02/2014
 Drawing Name: X:\Clients\WDO041_BCVDD0188_Realignment_Project\09_GIMS_BC_Rehab\dwg\X-Base_041-0188-Revised.dwg
 Xref: DNR Topo

6			
5			
4			
3			
2			
1			
NO	DATE	BY	REVISION

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

JAY R. HILL
DATE: 05-01-2014
LICENSE # 24552

SUBMISSION DATE: 05-01-2014

DESIGN BY: JRH
DRAWN BY: JRH

EOR PROJECT NO. 00041-0188

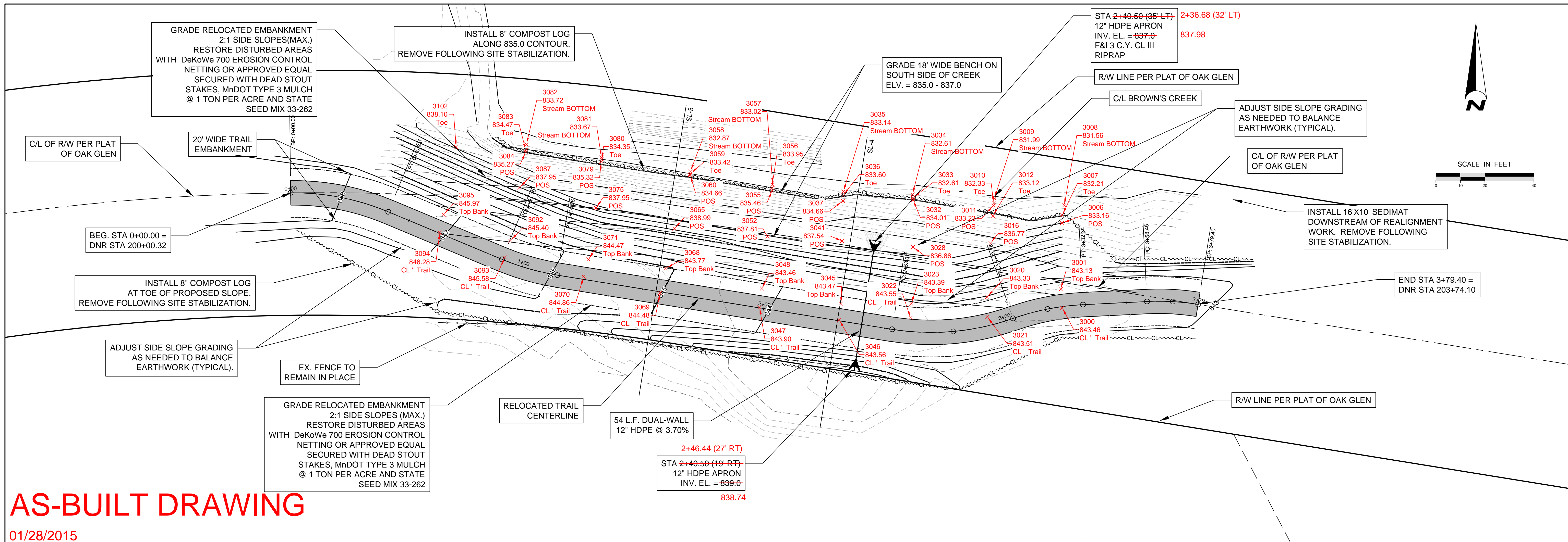
EOR Emmons & Olivier Resources, Inc.
651 Hale Avenue North
Oakdale, MN 55128
Tel: 651.770.8448
www.eorinc.com

Brown's Creek Watershed District
c/o Washington Conservation District
1380 West Frontage Road, Hwy 36
Stillwater, MN 55082

BROWN'S CREEK TRAIL & STREAM REHABILITATION
CITY OF STILLWATER
WASHINGTON COUNTY, MN

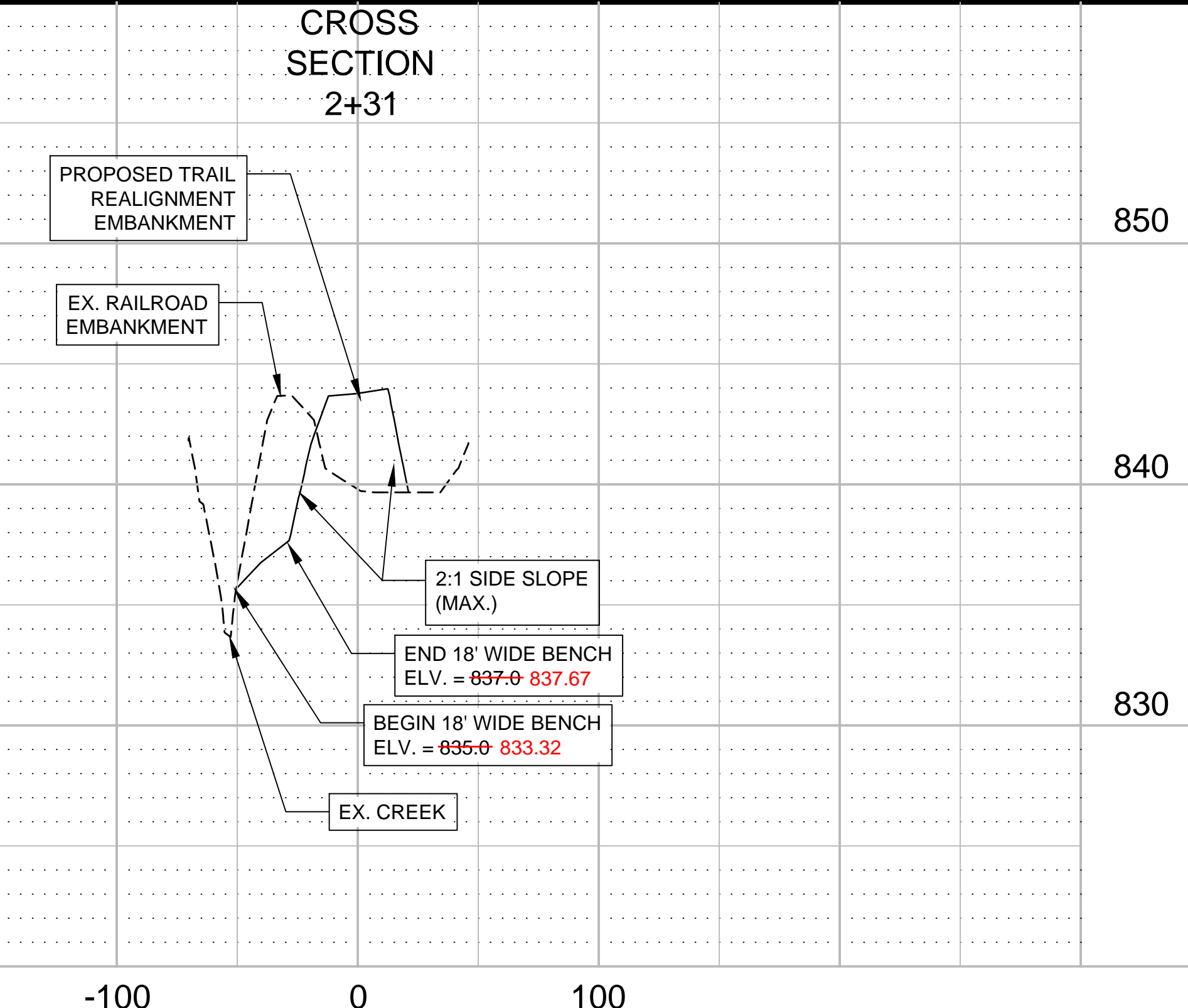
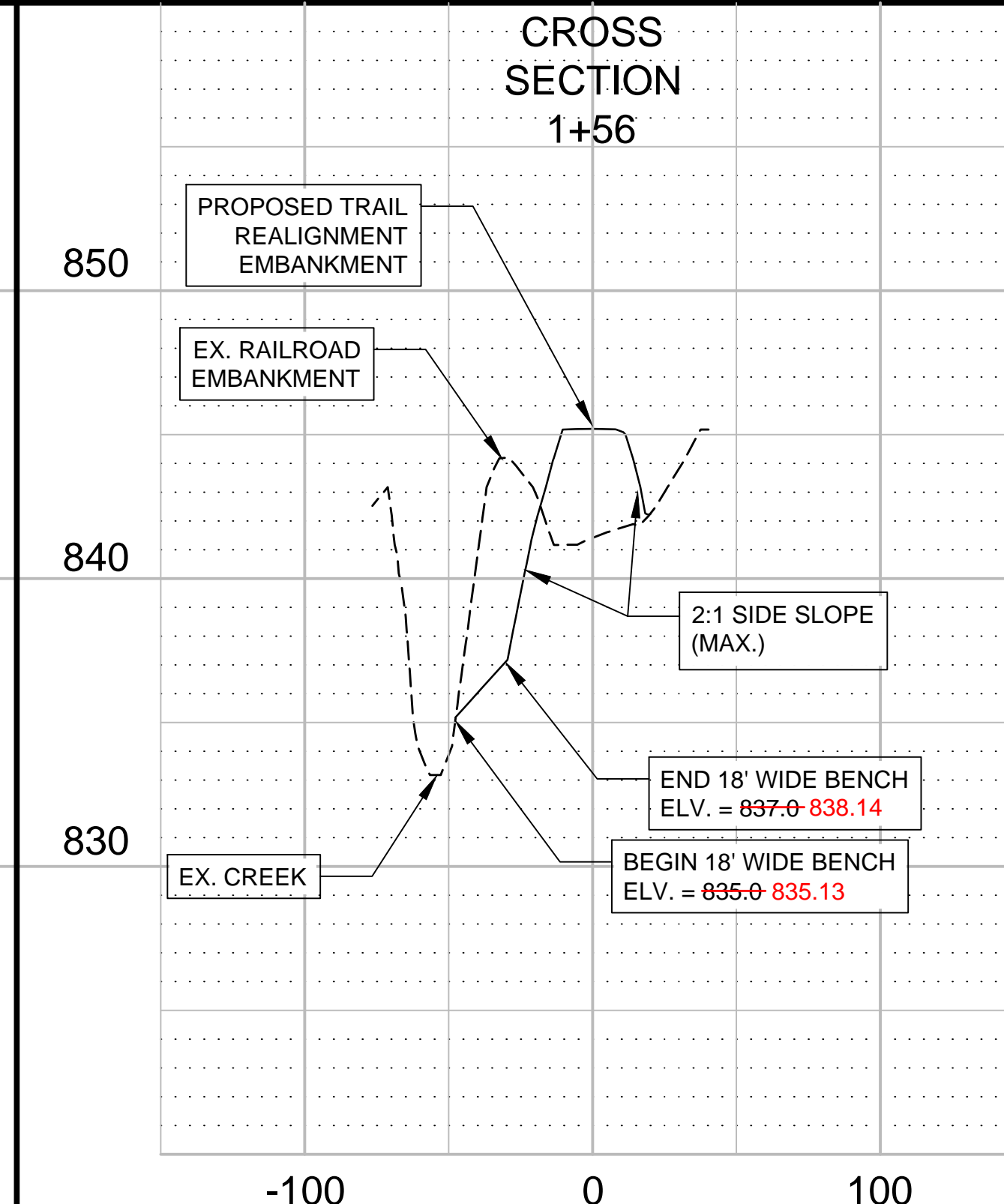
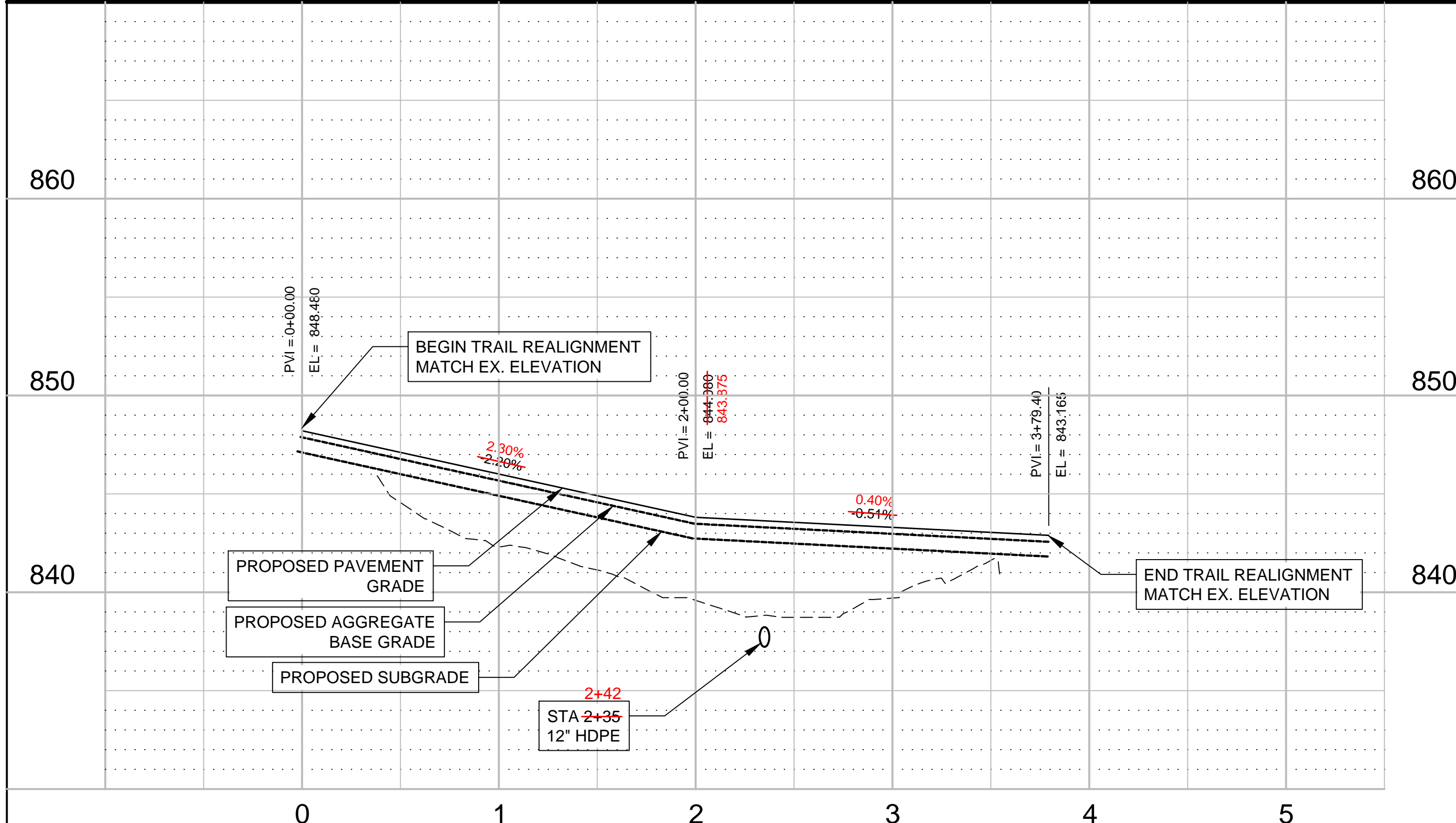
ALTERNATE 1
TRAIL REALIGNMENT
DETAILS

A1 - SHEET 03 OF 03 SHEETS



AS-BUILT DRAWING

01/28/2015



Plot Date: 01/28/2015
 Drawing Name: X:\Clients\WD041_BrownCreek\Realign\Project09_GIMS_BC_Realign\dwg\BASE_041-0188-Revise.dwg
 Xrefs: DNR Topo

NO	DATE	BY	REVISION
6			
5			
4			
3			
2			
1			

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

 JAY R. HILL
 DATE: 05-01-2014 LICENSE # 24552

SUBMISSION DATE: 05-01-2014
 DESIGN BY: JRH DRAWN BY: JRH
 EOR PROJECT NO: 00041-0188



Brown's Creek Watershed District
 c/o Washington Conservation District
 1380 West Frontage Road, Hwy 36
 Stillwater, MN 55082

BROWN'S CREEK TRAIL & STREAM REHABILITATION
 CITY OF STILLWATER
 WASHINGTON COUNTY, MN

ALTERNATE 1
 TRAIL REALIGNMENT
 SITE PLAN
 A1 - SHEET 01 OF 03 SHEETS

**COOPERATIVE AGREEMENT BETWEEN
DEPARTMENT OF NATURAL RESOURCES AND BROWN'S CREEK WATERSHED DISTRICT
FOR THE BROWN'S CREEK STATE TRAIL CREEK REHABILITATION AND WATER QUALITY IMPROVEMENTS**

THIS AGREEMENT is made by and between the State of Minnesota, acting by and through the commissioner of the Department of Natural Resources hereinafter referred to as the "State," an administrative agency of the State of Minnesota, and the Brown's Creek Watershed District, hereinafter referred to as "BCWD," a watershed district with purposes and powers set forth in Minnesota Statutes chapters 103B and 103D.

WITNESSETH:

WHEREAS the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes section 85.015, subdivision 14, to establish, maintain and operate the Brown's Creek trail; and

WHEREAS State and the BCWD are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise their powers; and

WHEREAS BCWD has authority under chapters 103B and 103D to design and implement programs and projects to improve water quality and protect water resources within the Brown's Creek watershed; and

WHEREAS the State owns land through which Brown's Creek flows for part of its course, as described in Exhibits A & B, which are attached to and incorporated into this agreement and hereinafter referred to collectively as "the State Property"; and

WHEREAS the State has initiated the design and development of a multi-use recreational trail, the Brown's Creek State Trail, on the State Property, hereinafter referred to as the "State Trail"; and

WHEREAS the State and the BCWD have identified the need to restore floodplain and stabilize the creek banks (hereinafter referred to a Project A) and to provide for construction of stormwater-treatment facilities to improve water quality in Brown's Creek (hereinafter referred to a Project B) on the State Property; and

WHEREAS the BCWD has developed preliminary plans and designs for Project A, which are attached and incorporated into this agreement as Exhibit C, and for Project B, which are attached and incorporated into this agreement as Exhibit D, which are together hereinafter referred to as "the Projects"; and

WHEREAS the BCWD Board of Managers have ordered the Projects in accordance with Minnesota Statutes section 103B.251; and

WHEREAS THE STATE AND BCWD have determined that the Projects and the State Trail are compatible improvements, and that pursuing the Projects in conjunction with the construction of the State Trail presents an opportunity to cost-effectively and collaboratively pursue the parties' purposes;

WHEREAS the State and BCWD have investigated soil conditions on the State Property and the parties concur that construction of the Projects must be conducted in accordance with plans approved by the Minnesota Pollution Control Agency;

WHEREAS, upon completion, the State Trail and the Projects shall be solely owned by and the sole responsibility of the State, except that the underground stormwater treatment facility as shown in Exhibit D will be the sole responsibility of the BCWD; and

WHEREAS, upon completion the BCWD will retain responsibility for maintenance of the Projects as provided herein; and

WHEREAS a resolution or copy of the BCWD Board meeting minutes authorizing the BCWD to enter into this agreement is attached and incorporated into this agreement as Exhibit E; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE DUTIES AND RESPONSIBILITIES

- A. The State shall prepare the necessary preliminary and final design plan, specifications, and proposal for the development of the State Trail. The design shall include a principal bituminous surfaced recreational trail and a secondary, designated unpaved treadway where practical, and meet Americans with Disabilities Act requirements.
- B. The State has enrolled the State Trail in the Minnesota Pollution Control Agency's Voluntary Investigation and Cleanup program (MPCA) and will secure approval of plans for the State Trail and the Projects and a letter or letters of liability assurance from MPCA for itself and BCWD for the State Trail and the Projects.
- C. The State will review the plans and design for Project A (the Project A Design), and the plans and design for Project B developed by the BCWD and provided in accordance with paragraph 2A of this agreement (the Project B Design; collectively, the plans and designs are hereinafter referred to as the Project Designs) and approve the Project Designs with regard to compatibility with plans for the State Trail and management of the State Property.
- D. Upon approval of the Project Designs by the State and BCWD, the State will incorporate the Project Designs into the construction bidding documents prepared for construction of the State Trail as separate Bid Alternate Items. The State shall procure bids in accordance with applicable state law for the concurrent construction of the State Trail and the Projects. The State will provide the bid documents from the bidder determined by the State to be the lowest responsible and responsive bidder to BCWD for review of the Bid Alternates and possible ordering by BCWD in accordance with the terms of this agreement. In the event that either Bid Alternate or both Bid Alternates are ordered in accordance with the terms of this agreement, the State will require the selected contractor to name the BCWD as an additional insured with primary coverage on a noncontributory basis for commercial general liability as a term of the contract for the construction of the State Trail and the Projects.
- E. The State shall administer any construction contract for the State Trail and the Projects, as well as providing construction staking, materials testing, record keeping and construction inspection.
- F. The State will obtain all federal, state permits, licenses and approvals necessary for the construction of the State Trail.
- G. The State will provide reasonable notice of and allow BCWD's authorized representatives to attend pre-construction and construction meetings related to the Projects.
- H. The State will allow BCWD to inspect the Projects during and after construction, and review all related documentation to ensure material conformance to the Project Designs. The State will designate an individual or individuals who will serve as BCWD's contact during construction of the Projects and to whom BCWD's authorized representative will provide comments, notes, suggestions, necessary changes and guidance with regard to the construction of the Projects.
- I. The State will provide notice of completion of the Projects and an invoice for the costs incurred for construction of the Projects to BCWD, along with appropriate supporting documentation.
- J. The State will provide BCWD with a copy of the contract documents of the Projects within 180 days of completion of construction of the Projects.

- K. The State shall permit the BCWD an opportunity to review and comment on any major alterations to the Projects proposed by the State during the term of this Agreement.
- L. The State grants the BCWD the right to access the Projects as necessary for BCWD to fulfill its obligation to maintain and provide signage for the Projects in accordance with the terms of this agreement, provided BCWD receives written approval from the State for each entry onto the State Property. Within a reasonable time after completion of construction of the Projects, the State will furnish BCWD with site plans and maps specifying BCWD's access route and geographic limits for maintenance of the Projects in accordance with the terms of this agreement.
- M. The State and the BCWD shall collaborate on the development of educational and informational signage pertinent to the Projects, and with the approval of the State, the BCWD, at its cost, may install, maintain, replace or remove signage related to the Projects.

II. BCWD'S DUTIES AND RESPONSIBILITIES

- A. The BCWD will provide the final design, plans and specifications constituting the Project A Design and the final design, plans and specifications constituting the Project B Design to the State by April 23, 2014, for incorporation into construction documentation prepared for the solicitation of bids for construction of the State Trail and the Projects.
- B. The BCWD will collaborate with and contribute to the State's development and implementation of documentation and plans necessary to secure approval of the plans and a letter or letters of liability assurance from the MPCA, including but not limited to providing investigative data and analysis.
- C. The BCWD will ensure that the design and plans for the Projects are consistent with applicable BCWD regulatory standards and criteria.
- D. The BCWD will designate an authorized representative to serve as liaison to the State for purposes of coordinating inspection, construction oversight, construction engineering and maintenance of the Projects as provided in this agreement.
- E. The BCWD will review the lowest responsive and responsible contractor's bid documents for the State Trail construction, as determined by the State in accordance with applicable law, and issue within 5 days from receipt of the contractor's bid documents a written request to the State to award a contract for the State Trail that includes one or both of the Bid Alternates for construction of the Projects. In the event that BCWD requests that the State include only one of the Bid Alternates in the contract for construction of the State Trail, "the Projects" as used herein will refer to only Project A for purposes of the parties' rights and obligations incurred and due after the State awards the contract for construction of the State Trail. Failure by the BCWD to issue a request will result in the State's awarding the contract for the State Trail without either Bid Alternate.
- F. The BCWD shall contribute funding for the construction of the Projects in accordance with Article III.
- G. The BCWD will inspect and maintain, at its cost, the Projects during the term of this Agreement. Maintenance of the Projects will be performed by the BCWD according to a plan and schedule to be developed by the BCWD, mindful of the recreational purposes of the State Trail, and approved by the State.
- H. The BCWD and the State shall collaborate on the development of educational and informational signage pertinent to the Project, and with the approval of the State, the BCWD, at its cost, may install, maintain, replace or remove signage related to the Project.

- I. At the termination of this Agreement, the BCWD will, at its cost, remove the underground stormwater treatment facility identified in Exhibit D from the State Property and will restore the State Property to a condition as approved by the State.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g)(h)(i)(j)(k)(l)(m) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. The total obligation of the State is limited to the amount of funds legislatively appropriated and administratively allocated to this project.

The BCWD shall reimburse the State in accordance with its responsibilities under Article II and within 30 days of the State's presentation of invoices for costs incurred for the construction of the Projects, up to but not to exceed a total of \$350,000 if BCWD requests that Project A and Project B be included in the construction documents and are constructed in substantial conformity with the approved Project Designs, and up to but not to exceed a total of \$150,000 if BCWD requests only that Project A be included in the construction documents and is constructed in substantial conformity with the approved Project A Design, along with up to \$2,000 in documented MPCA oversight costs incurred for MPCA review and approval associated with the Projects.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The BCWD's liability shall be governed by and limited to the amount set forth in Minnesota Statutes, Sections 466.01-466.15, and other applicable law.

The State and the BCWD enter this agreement solely for the purposes of stabilizing banks, restoring floodplain and constructing stormwater-treatment facilities to improve water quality in Brown's Creek along the Brown's Creek on the State Property. The BCWD shall not be deemed to have acquired by entry into or performance under this agreement, ownership in or to any portion of the State Property or property adjacent to the State Property.

V. TERM

- A. *Effective Date:* May 1, 2014, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- B. *Expiration Date:* **May 1, 2039**, unless cancelled in accordance with the terms as provided herein or agreed to in writing by both parties. This Agreement will renew automatically for five (5)-year terms unless terminated. Either party may terminate the Agreement on 90 days' written notice to the other. After the initial term, either party may terminate the Agreement on 30 days' written notice to the other.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of the BCWD relevant to the agreement shall be subject to examination by the

Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The BCWD hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the BCWD. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this agreement. The State will notify the BCWD by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the BCWD notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the BCWD at any time with cause prior to the BCWD's submittal of written approval of the State's awarding of a contract for the construction of the Project.

IX. GOVERNMENT DATA PRACTICES

The BCWD and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the BCWD under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the BCWD or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the Projects must identify the State and the BCWD as the sponsoring agencies and must not be released by a party without prior written approval of the other party. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the State or BCWD individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State

Kent Skaar, Senior Project Manager
Minnesota Department of Natural Resources
Parks and Trails Division
500 Lafayette Road
St. Paul, MN 55155

The BWCD

Karen Kill, Administrator
Brown's Creek Watershed District
455 Hayward Ave N
Oakdale, MN 55128
Fax: 651-756-8552

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bounded thereby.

DEPARTMENT OF NATURAL RESOURCES *CB*

By: *[Signature]*
Title: Deputy Director, Parks & Trails
Date: 5-15-14

COMMISSIONER OF ADMINISTRATION

By: *Sara Freedland*
Title: AMS
Date: 5-30-14

38327

STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as req by Minn. Stat. 16A.15 and 16C.05.

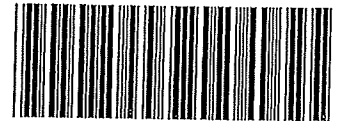
Signed: *Laura Ochs*
Date: April 23, 2014
Contract: 77.3.32

BROWN'S CREEK WATERSHED DISTRICT

By: *[Signature]*
Title: Vice-President
Date: 5/7/2014

EXHIBIT A
State Property Encompassing Brown's Creek Trail

3875367



Certified Filed and/or recorded on:
2/16/2012 11:28 AM

3875367

Office of the County Recorder
Property Records & Taxpayer Services
Washington County, MN
Kevin J Corbit, County Recorder

Receipt#: 183500

WAR \$46.00

CRV Filed
No Delinquent Taxes
Transfer Entered

Return to:
MN DEPT OF NATURAL RESOURCES
DIV OF LANDS, ATTN: BRIDGET J
500 LAFAYETTE RD.
ST. PAUL MN 55155

03.030.21.22.0009
19.030.20.41.0002
21.030.20.24.0011
21.030.20.13.0059
21.030.20.13.0047
21.030.20.14.0042
21.030.20.14.0043
21.030.20.41.0001
21.030.20.41.0002

(Above Space is Reserved for Recording Information)

(G&F 14023)

WARRANTY DEED

DEED TAX DUE: \$13,975.50

Date: FEBRUARY 16, 2012

IN CONSIDERATION OF FOUR MILLION TWO HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$4,235,000.00), D.L. PARADEAU MARKETING, LLC, a limited liability company under the laws of the State of Florida and MINNESOTA ZEPHYR LIMITED aka MINNESOTA ZEPHYR, INC., a corporation under the laws of the State of Minnesota ("Grantors"), hereby convey and warrant to STATE OF MINNESOTA, a sovereign body ("Grantee"), real property in Washington County, Minnesota, described as follows:

See attached Exhibit A,

together with all hereditaments and appurtenances belonging thereto, subject to easements, covenants, conditions and restrictions of record, if any.

Check here if all or part of the described real property is Registered (Torrens)

Check applicable box:

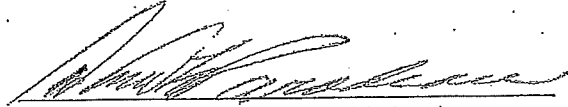
- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Washington County, MN
Office of the County Recorder
Property Records & Taxpayer Services
Kevin J Corbit, County Recorder
Molly O Rourke, Auditor Treasurer

Receipt#: 183502
Date: 2/16/2012

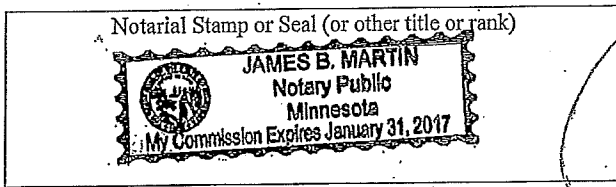
SDT \$13,975.50
Conservation Fee: \$5.00

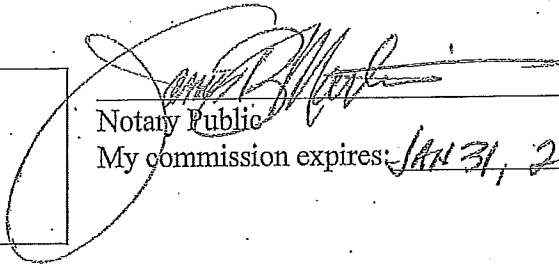
D.L. PARADEAU MARKETING, LLC


DAVID L. PARADEAU, Chief Manager

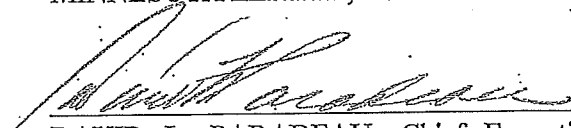
STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 16TH day of FEBRUARY, 2012; by DAVID L. PARADEAU, the Chief Manager of D.L. PARADEAU MARKETING, LLC, a limited liability company under the laws of the State of Florida, on behalf of the limited liability company.



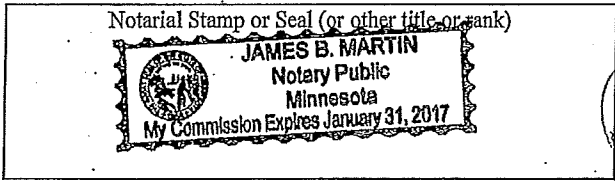

Notary Public
My commission expires: JAN 31, 2017

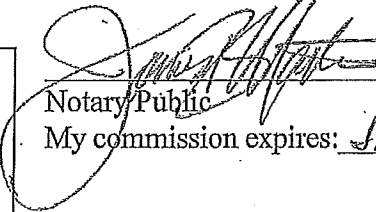
MINNESOTA ZEPHYR LIMITED aka
MINNESOTA ZEPHYR, INC.


DAVID L. PARADEAU, Chief Executive
Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 16TH day of FEBRUARY, 2012, by DAVID L. PARADEAU, the Chief Executive Officer of MINNESOTA ZEPHYR LIMITED aka MINNESOTA ZEPHYR, INC., a corporation under the laws of the State of Minnesota, on behalf of the corporation.




Notary Public
My commission expires: JAN 31, 2017

THIS INSTRUMENT WAS DRAFTED BY:

BRIDGET L. JACOBSON
State of Minnesota
Department of Natural Resources
Division of Lands and Minerals
500 Lafayette Road
St. Paul, MN 55155-4045

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

State of Minnesota
Department of Natural Resources
Division of Lands and Minerals
Tax Specialist, Box 45
500 Lafayette Road
St. Paul, MN 55155

EXHIBIT A

All that portion of the former Northern Pacific Railway Company's, now Burlington Northern Railroad Company's, Stillwater Branch Line right-of-way, as now located in Section 23 and Section 24, in Township 30 North, Range 21 West and in Sections 19, 20 and 21, Township 30 North, Range 20 West, of the Fourth Principal Meridian, Washington County, Minnesota, being more particularly described as follows:
Township 30 North – Range 21 West.

Parcel 1: A strip of land 100 feet in width, being 50 feet wide on each side of the hereinafter described main track centerline, as located in the N $\frac{1}{2}$ N $\frac{1}{2}$ of said Section 23 and in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, the NE $\frac{1}{4}$ NW $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$, the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24, situated Easterly of a line drawn at right angles to said main track centerline

(Entry No. 1. Continued)

at a point therein distant 461.6 feet Easterly of said West line of said Section 23, as measured along said main track centerline. Said point hereinbefore described also being defined as railroad Survey Station 332+92.0 (Milepost 6.3)
And also, Township 30 North, Range 20 West.

Parcel 1A: A strip of land 100 feet in width being 50 feet wide on each side of said main track centerline as located in the N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Fractional Section 19; The N $\frac{1}{2}$ SW $\frac{1}{4}$, the SE $\frac{1}{4}$ NW $\frac{1}{4}$, the N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ and the S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; The S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Fractional Section 21.
And Also,

Parcel 2: A strip of land 100 feet in width being 50 feet wide on each side of said main track centerline as located in Government Lot 2 of said Fractional Section 21, lying Northerly of the North line of Alder Street, according to the recorded plat thereof and Easterly of the West line of said Government Lot 2, and also being portions of Lots 3, 4, 5 and 6, in Block 54; Lots 1, 2 and 6 in Block 55 and of Lot 1 in Block 56, said Blocks being situated in Carl and Schulenburg's Addition to Stillwater, according to the recorded plat thereof.
EXCEPT All that part of the East 118.00 feet of the North 78.00 feet of Lot 3, Block 54, Carl and Schulenburg's Addition to Stillwater, Washington County, Minnesota, lying southwesterly of the northeasterly right-of-way of the Minnesota Transportation Museum Railroad right-of-way, (formerly Northern Pacific Railroad Company);
ALSO EXCEPT All that part of the East 43.00 feet of the North 86.00 feet of Lot 5;

Block 54, Carli and Schulenburg's Addition to Stillwater, Washington County, Minnesota, lying southwesterly of northeasterly right-of-way of the Minnesota Transportation Museum Railroad right-of-way, (formerly Northern Pacific Railway Company);
And Also,

Parcel 3: A strip of land 70 feet in width being 35 feet wide on each side of said main track centerline as located in the East half of said Government Lot 2 of said Fractional Section 21, being portions of Lots 1, 2 and 3, in Block 49 and of Lot 4, in Block 50, both of said Blocks being situated in said Carli and Schulenburg's Addition to Stillwater.
And also,

Parcel 4: A strip of land 70 feet in width being 30 feet wide on the Southwesterly side and 40 feet wide on the Northeasterly side of said main track centerline as located in said Government Lot 2 of said Fractional Section 21, being portions of

(Entry No. 1. Continued)

Lots 1 and 2 in Block 41 in said Carli and Schulenburg's Addition to Stillwater,
And Also,

Parcel 5: A strip of land 80 feet in width being 35 feet wide on the Southwesterly side and 45 feet wide on the Northeasterly side of said main track centerline as located in said Government Lot 2 of said Fractional Section 21, being portions of Lot 3 in said Block 41 and of Lot 7 in Block 51 of said Carli and Schulenburg's Addition to Stillwater.
And Also,

Parcel 6: A strip of land 70 feet in width being 30 feet wide on the Westerly side and 40 feet wide on the Easterly side of said main track centerline, as situated in Government Lot 3 of said Fractional Section 21 which lies Southerly of the Easterly extensions of the North line of Block 32 in said Carli and Schulenburg's Addition to Stillwater and northerly of the Easterly extension of the South line of the North Half of Lot 4 in said Block 32,
And Also,

Parcel 7: A strip of land being of uneven widths on each side of said main tract centerline as located in Government Lots 3 and 4 in said Fractional Section 21 bounded as follows: On the North by said Easterly extension of said South line of said North half of said Lot 4 in said Block 32; on the South by a line drawn at right angles to said main tract centerline at a point therein distant 1,246.3 feet Southerly, as measured along said main track centerline, of said Easterly extension of said South line of said North Half of said Lot 4, in said Block 32. Said point hereinafter described in this parcel also being defined as railroad Survey Station 623+84.8

(Milepost 11.81); on the East by the Westerly boundary line of tract of land by which title was registered by decree to H. M. Baskerville on September 10, 1945; on the West by the Easterly boundary line of Main Street as relocated across said Blocks 7 and 32 as said line was established by the bargain and Sale Deed dated September 1, 1888 granted to said City of Stillwater from the former Stillwater and St. Paul Railroad. Said deed was recorded on June 24, 1890 in Book 32 on Page 60 in the records of the Registrar of Deeds in and for said Washington County, Minnesota.

Main Track Centerline: Beginning at a point on the West line of Section 23, Township 30 North, Range 21 West of the Fourth Principal Meridian distant 1,402.56 feet Northerly of the Southwest corner of the Northwest Quarter of said Section 23; thence Northeasterly, deflecting 71 degrees 36 minutes to the right as measured from North to East from said West line of said Section 23, a distance of 928.7 feet to the Point of Commencement of a 1 degree 00 minutes curve to the right, concave Southeasterly, having a delta angle of 10 degrees 38 minutes;

(Entry No. 1. Continued)

thence continuing Northeasterly along said 1 degree 00 minutes curve an arc distance of 1,063.3 feet; thence continuing Northeasterly, tangent to the last described curve, a distance of 1,320.1 feet to the Point of Commencement of a 2 degree 00 minutes curve to the left, concave Northwesterly, having a delta angle of 13 degrees 25 minutes; thence continuing Northeasterly, along said 2 degree 00 minutes curve an arc distance of 670.8 feet; thence continuing Northeasterly, tangent to the last described curve, a distance of 648.7 feet to the Point of Commencement of a 5 degree 00 minutes curve to the right, concave Southeasterly, having a delta angle of 26 degrees 40 minutes; thence in an Easterly direction, along said 5 degree 00 minutes curve an arc distance of 533.3 feet; thence continuing Easterly, tangent to the last described curve, a distance of 351.4 feet to the Point of Commencement of a 4 degree 00 minutes curve to the right, concave Southwesterly, having a delta angle of 26 degrees 29 minutes. Thence Southeasterly, along said 4 degree 00 minutes curve an arc distance of 662.1 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 859.4 feet to the Point of Commencement of a 4 degree 00 minutes curve to the right, concave Southwesterly, having a delta angle of 27 degrees 02 minutes; thence continuing Southeasterly, along said 4 degree 00 minutes curve an arc distance of 675.8 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 191.5 feet to the Point of Commencement of a 4 degree 00 minutes curve to the left, concave Northeasterly, having a delta angle of 34 degrees 57 minutes; thence continuing Southeasterly, along said 4 degree 00 minutes curve an arc distance of 873.8 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 1,350.4 feet to the Point of Commencement of a 3 degree 00 minutes curve to the left, concave Northerly, having a delta angle of 24 degrees 20 minutes; thence Easterly along said 3 degree 00 minutes curve an arc distance of 411.1 feet; thence continuing Easterly, tangent to last described curve, a distance of 2,761.7 feet to the Point of Commencement of

Continued

a 2 degree 00 minutes curve to the right, concave Southerly, having a delta angle of 27 degrees 04 minutes; thence Southeasterly, along said 2 degrees 00 minutes curve an arc distance of 1,353.3 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 593.3 feet to the Point of Commencement of a 3 degree 00 minutes curve to the left, concave Northerly, having a delta angle of 37 degrees 02 minutes; thence Easterly, along said 3 degree 00 minutes curve an arc distance of 1,235 feet; thence Northeasterly tangent to the last described curve, a distance of 1,595 feet to the Point of Commencement of a 6 degree 00 minutes curve to the left, concave Northwesterly, having a delta angle of 61 degrees 55 minutes; thence continuing Northeasterly, along said 6 degree 00 minutes curve an arc distance of 1,031.9 feet; thence continuing Northeasterly tangent to the last described curve, a distance of 564.9 feet to the Point of Commencement of a 6 degree 00 minutes curve to the right, concave Southeasterly having a delta angle of 80 degrees 09 minutes; thence Easterly, along said 6 degree 00 minutes curve an

(Entry No. 1. Continued)

arc distance of 1,335.8 feet; thence continuing Easterly, tangent to the last described curve a distance of 400.6 feet to the Point of Commencement of a 7 degree 30 minutes curve to the left, concave Northerly, having a delta angle of 19 degrees 10 minutes; thence continuing Easterly, along said 7 degrees 30 minutes curve an arc distance of 256.6 feet; thence continuing Easterly, tangent to the last described curve, a distance of 229.8 feet to the Point of Commencement of a 6 degree 00 minutes curve to the right, concave Southerly, having a delta angle of 22 degrees 15 minutes; thence continuing Easterly, along said 6 degree 0 minutes curve an arc distance of 370.8 feet; thence continuing Easterly, tangent to the last described curve, a distance of 153 feet to the Point of Commencement of a 4 degree 00 minutes curve to the left, concave Northerly, having a delta angle of 10 degrees 35 minutes; thence continuing Easterly, along said 4 degree 00 minutes curve an arc distance of 264.6 feet to the Point of Commencement of a 0 degree 30 minutes compound curve to the left, concave Northerly having a delta angle of 2 degrees 50 minutes; thence continuing Easterly, along said 0 degree 30 minutes compound curve an arc distance of 566.7 feet; thence continuing Easterly, tangent to said compound curve a distance of 110 feet to the Point of Commencement of a 2 degree 30 minutes curve to the left, concave Northerly, having a delta angle of 9 degrees 05 minutes; thence continuing Easterly, along said 2 degree 30 minutes curve an arc distance of 363.3 feet, to the Point of Commencement of a 5 degree 00 minutes reverse curve to the right, concave Southerly, having a delta angle of 25 degrees 54 minutes; thence continuing Easterly, along said 5 degree 00 minutes reverse curve an arc distance of 516.9 feet; thence Southeasterly tangent to said 5 degree 00 minutes reverse curve, a distance of 337.6 feet to the Point of Commencement of a 5 degree 00 minutes curve to the left, concave Northerly, having a delta angle of 22 degrees 08 minutes; thence Easterly, along said 5 degree 00 minutes curve an arc distance of 442.6 feet; thence Northeasterly, tangent to the last described curve, a distance of 287.3 feet to the Point of Commencement of a 3 degree 00 minutes curve to the right, concave Southerly,

Continued

having a delta angle of 14 degrees 18 minutes; thence Easterly, along said 3 degree 00 minutes curve an arc distance of 476.7 feet; thence Southeasterly, tangent to the last described curve, a distance of 509.3 feet to the point of Commencement of a 7 degree 00 minutes curve to the right, concave Southwesterly, having a delta angle of 42 degrees 45 minutes; thence Southeasterly, along said 7 degree 00 minutes curve an arc distance of 610.7 feet; thence continuing Southeasterly tangent to the last described curve, a distance of 18.6 feet to the Point of Commencement of a 3 degree 30 minutes curve to the right, concave Southwesterly, having a delta angle of 20 degrees 27 minutes; thence continuing Southeasterly, along said 3 degree 30 minutes curve an arc distance of 584.3 feet; thence continuing Southeasterly, tangent to the last described curve, a distance of 423.6 feet to the Point of Commencement of a 4 degree 00 minutes curve to the right, concave Westerly, having a delta angle of 14

(Entry No. 1. Continued)

degrees 57 minutes; thence Southerly, along said 4 degree 00 minutes curve an arc distance of 373.8 feet; thence continuing Southerly tangent to the last described curve, a distance of 1,274.7 feet and there terminating, Washington County, Minnesota.

TOGETHER WITH an easement over the following described land:

That portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Stillwater Branch right of way, as now located in Section 21 and Section 28, in Township 30 North, Range 20 West, Fourth Principal Meridian, Washington County, Minnesota described as follows:

That portion of that certain 26 foot wide strip of land described first in deed dated November 7, 1888, from Frank H. Lemon and M. Oretta Lemon to Stillwater & St. Paul Railroad Company, recorded August 13, 1889, in Book 29 of Deeds, Page 83, records of Washington County, Minnesota, lying Southerly of a line drawn at right angles to the main track centerline of said Stillwater Branch at a point distant 1,246.3 feet Southerly of the Easterly extension of the South line of the North Half of Lot 4, Block 32 of Carli and Schulenburg's Addition to Stillwater, according to the recorded plat thereof, as measured along said main track, as now located and constructed, said line also being the Southerly boundary of that certain parcel of land described seventh in Donation Deed dated July 22, 1983 from Burlington Northern Railroad Company to Minnesota Transportation Museum, Inc.

ALSO, a 30 feet wide strip of land lying immediately East of the centerline of the main track of said Stillwater Branch, as originally located and constructed, lying Southerly of the Southerly boundary line of said hereinabove described 26 foot wide strip of land and Northerly of the North Line of East Laurel Street, extended Easterly in the original town, now City of Stillwater; Minnesota. EXCEPTING THEREFROM, that certain strip of land described third in deed dated September 8, 1902 from

Northern Pacific Railway Company to Northwest Thresher Company.

ALSO, a 9 foot wide strip of land lying immediately West of the centerline of the main track of said Stillwater Branch, as originally located and constructed, lying Southerly of the Southerly boundary line of said hereinabove described 26 foot wide strip of land and Northerly of the North Line of East Laurel Street, extended Easterly in the original town, now City of Stillwater, Minnesota.

EXHIBIT B
State Property Encompassing Brown's Creek Trail

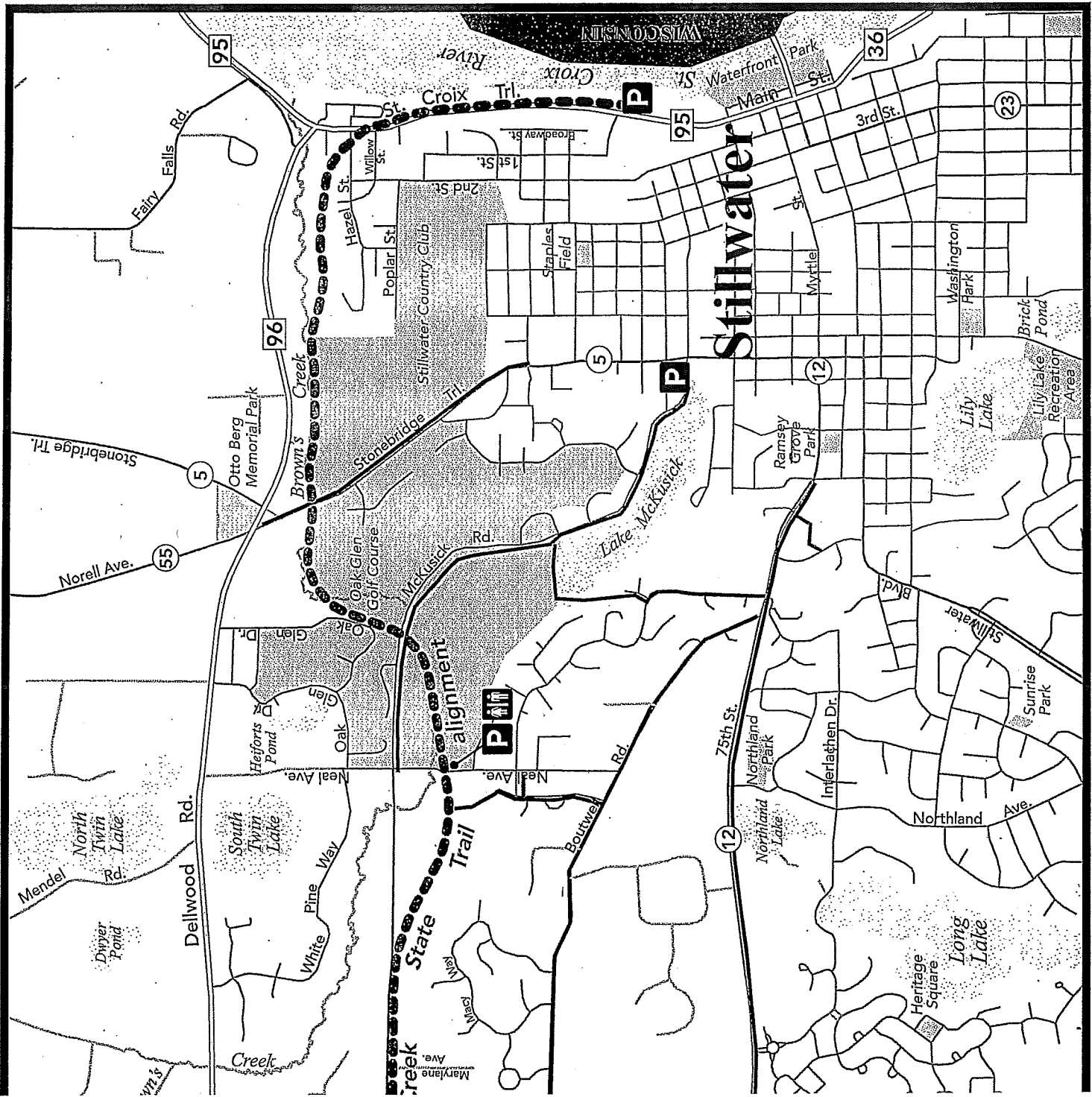
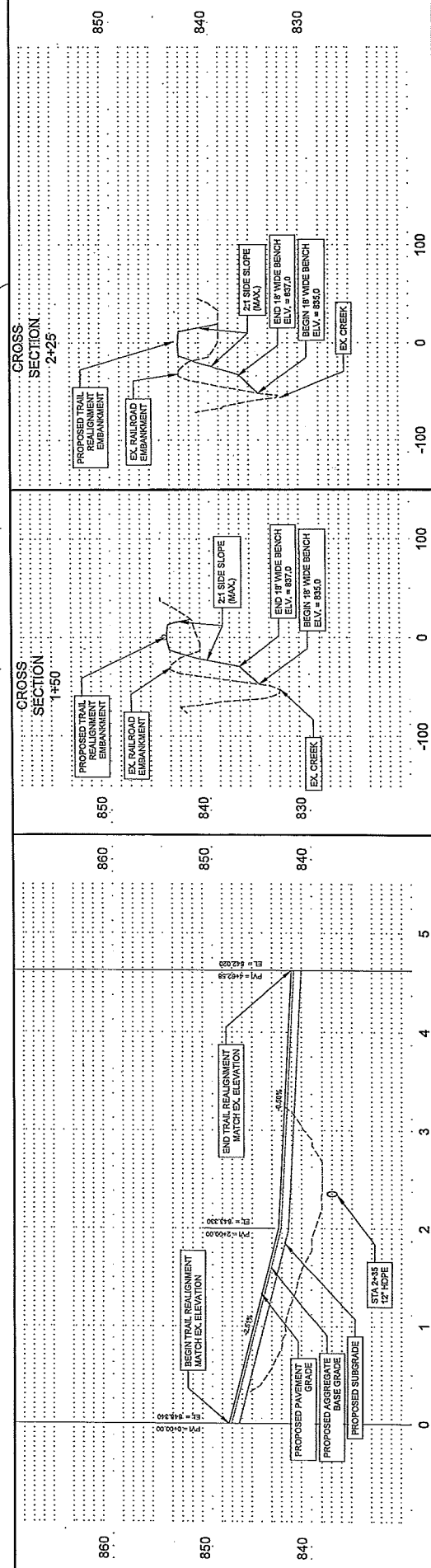
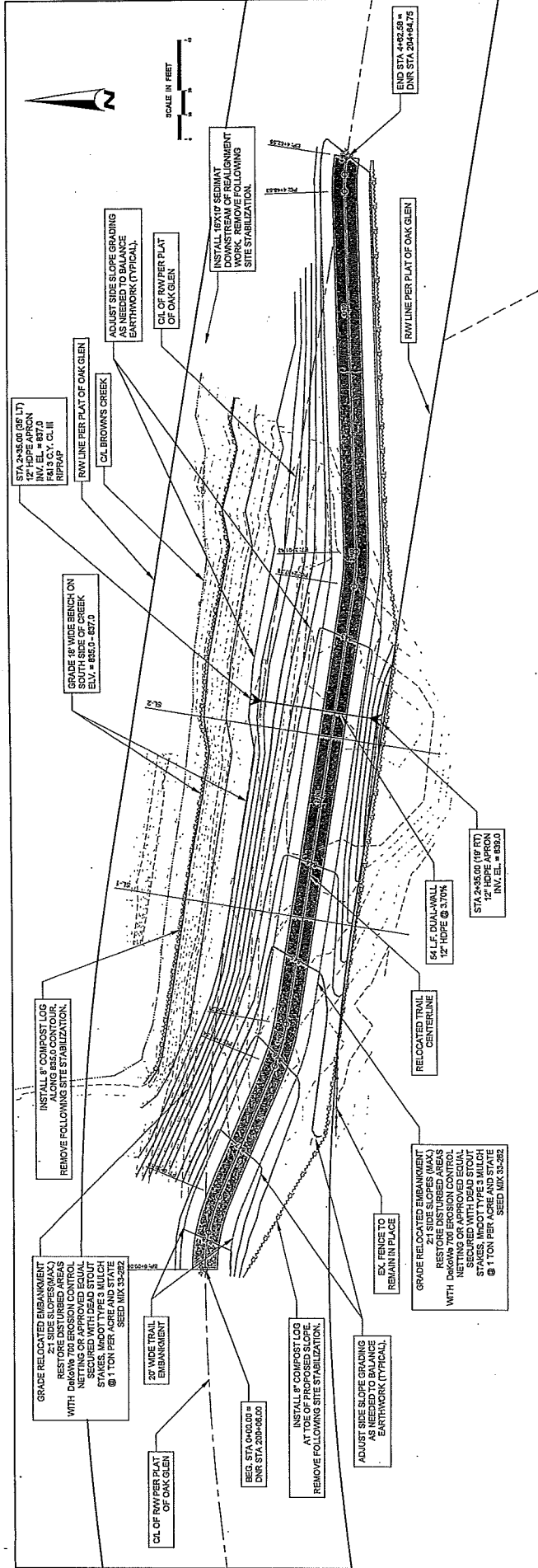


EXHIBIT C
Project A Design – Floodplain Rehabilitation Project

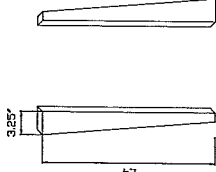


NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			

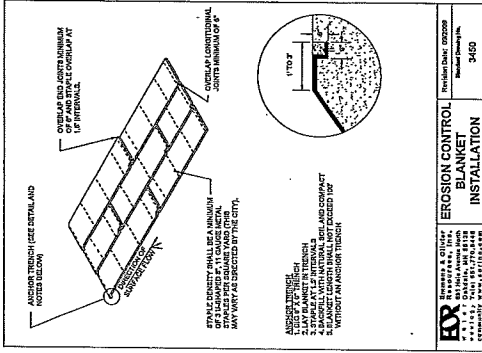
I HEREBY CERTIFY THAT I AM THE DESIGNER OF THIS PROJECT AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: 10/12/2014 LICENSE # 2452	FOR Emmons & Olivier Resources, Inc. 857 Halo Avenue North Stillwater, MN 55082 TEL: 651.770.8448 FAX: 651.770.8448 WWW: www.eotinc.com	Brown's Creek Watershed District c/o Washington Conservation District 1380 West Frontage Road, Hwy 26 Stillwater, MN 55082	BROWN'S CREEK TRAIL & STREAM REHABILITATION TRAIL REALIGNMENT SITE PLAN
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------

DEAD STOUT STAKES SHALL BE INCIDENTAL TO EROSION CONTROL BLANKET INSTALLATION. STAKES TO BE INSTALLED AT THE FOLLOWING INTERVALS:

- EDGE OVERLAPS - 35' ON CENTER
- PERIMETER - 35' ON CENTER
- INTERIOR FIELD - EVERY 35'



DEAD STOUT STAKES FOR USE AT ALL EROSION CONTROL BLANKETS AND WHEREVER BLANKETS OVERLAP



EROSION CONTROL BLANKET INSTALLATION

EMMONS & OHLIVER RESOURCES, INC.
 851 HALE AVENUE NORTH
 DAKOTA, MN 56128
 TEL: 507-251-1400
 FAX: 507-251-1401
 WWW.EMMONS-OLIVER.COM

3450

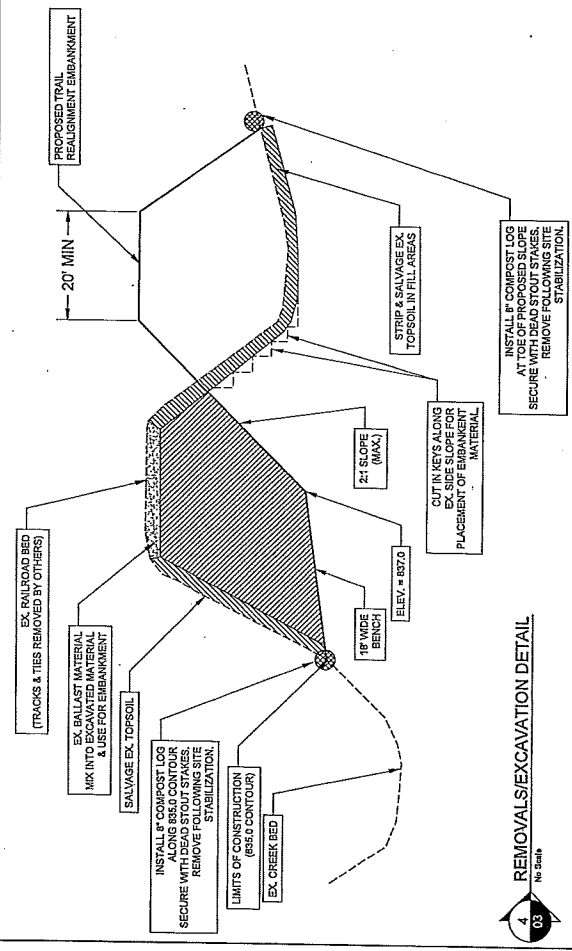
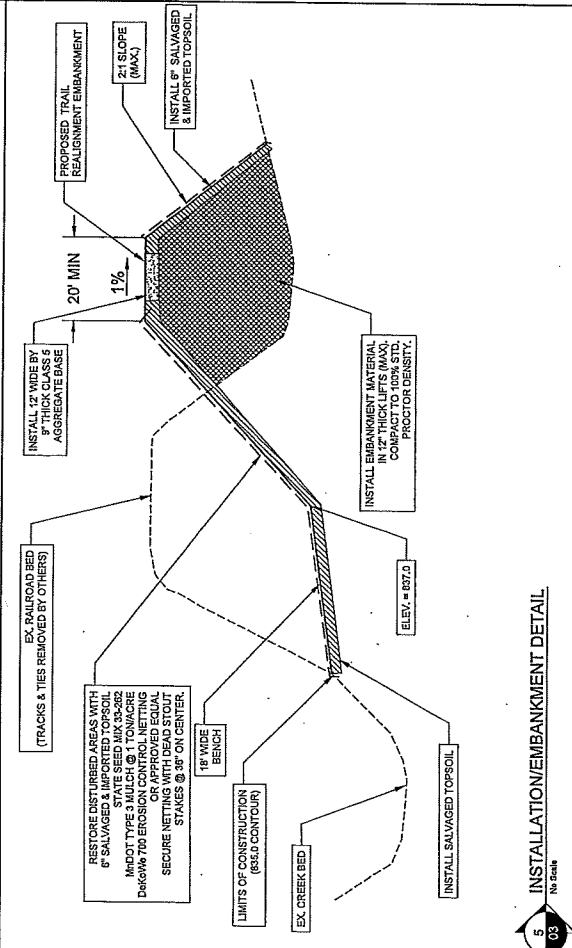
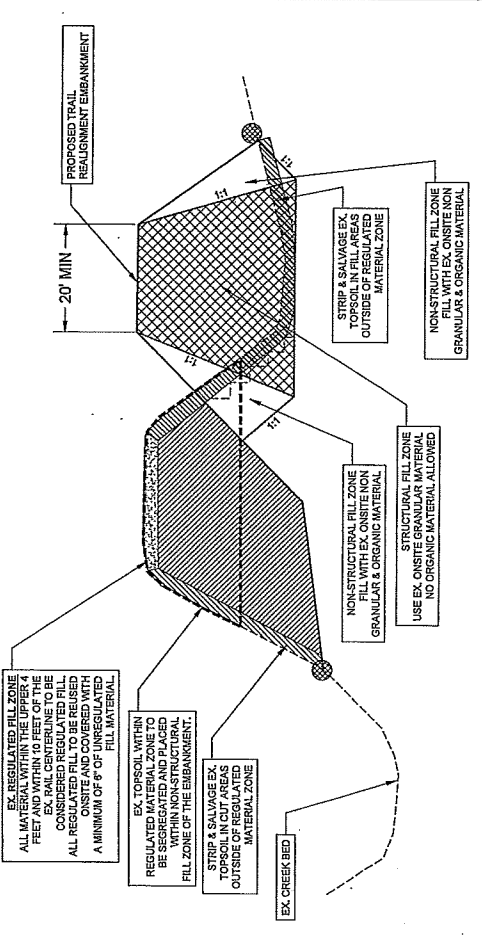
1 DEAD STOUT STAKE
No Scale

2 EROSION CONTROL BLANKET
No Scale

3 REGULATED FILL & SOIL MANAGEMENT DETAIL
No Scale

4 REMOVALS/EXCAVATION DETAIL
No Scale

5 INSTALLATION/EMBANKMENT DETAIL
No Scale



NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			

ISSUED FOR CONSTRUCTION. THIS DRAWING IS THE PROPERTY OF EMMONS & OHLIVER RESOURCES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF EMMONS & OHLIVER RESOURCES, INC. IS STRICTLY PROHIBITED.

DESIGNED BY: JSH
 DRAWN BY: JSH
 CHECKED BY: JSH
 DATE: 04-15-2014

PROJECT NO.: 2014-014
 LICENSE # 2422

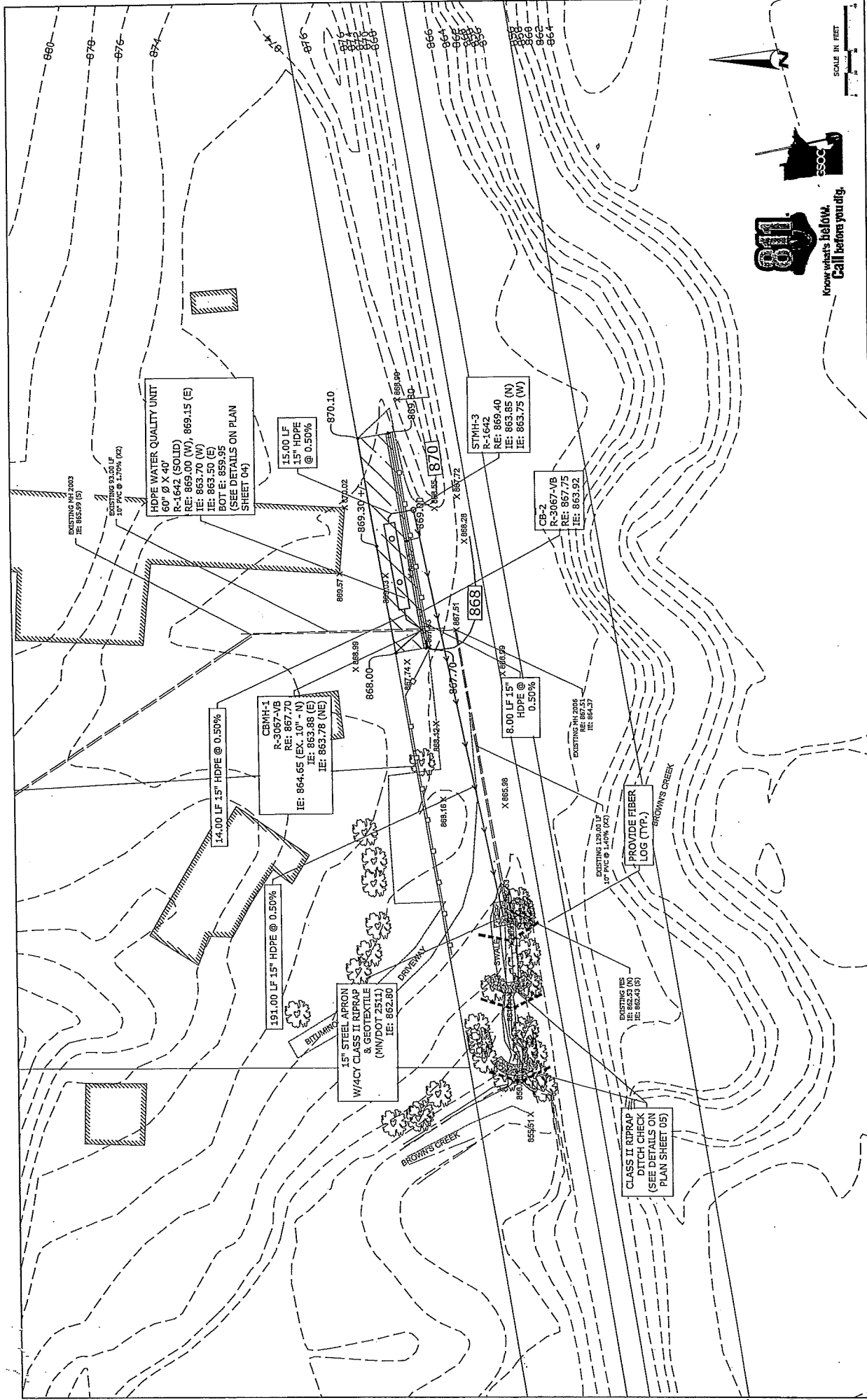
EMMONS & OHLIVER Resources, Inc.
 851 Hale Avenue North
 Dakota, MN 56128
 Tel: 507-251-1400
 www.emmons-oliver.com

Brown's Creek Watershed District & Stream Rehabilitation
 c/o Washington Conservation District
 1380 West Frontage Road, Hwy 85
 Stillwater, MN 55082

BROWN'S CREEK TRAIL & STREAM REHABILITATION
 TRAIL REALIGNMENT DETAILS

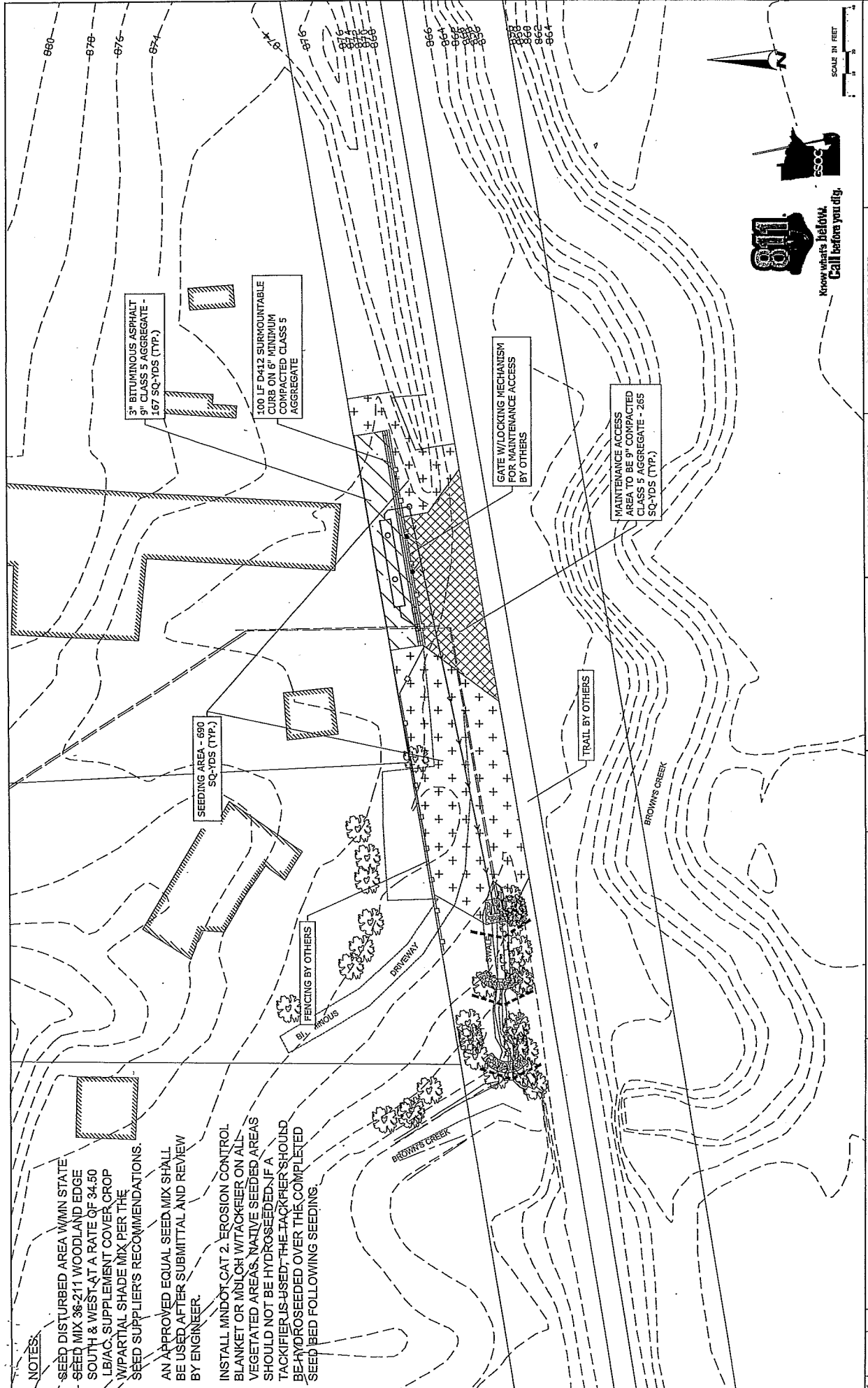
SHEET 03 OF 03 SHEETS

EXHIBIT D
Project B Design – Countryside Stormwater Management Project



Know what's below.
Call before you dig.

		SUBMITTER DATE 02-23-2014	
DESIGN BY DANA R. SOAK		DRAWN BY DANA R. SOAK	
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		DANA R. SOAK	
1 10/24/2014 DRL 1.0% CONSTRUCTION PLAN	2 04/21/2014 DRL 1.0% CONSTRUCTION PLAN	3 04/21/2014 DRL 1.0% CONSTRUCTION PLAN	4 04/21/2014 DRL 1.0% CONSTRUCTION PLAN
FINISHES & UTILITIES Environmental Resources Inc. 651 Hale Avenue North St. Cloud, MN 55128 Tel: 651.770.8448 www.eorinc.com		SUBMISSION DATE 02-23-2014	
DESIGN BY DANA R. SOAK		DRAWN BY DANA R. SOAK	
PROJECT NO. 1380 W FRONTAGE RD HWY 36 STILLWATER, MN 55082		STATE PROJECT NO. CITY PROJECT NO.	
COUNTRYSIDE AUTO STORMWATER BMPs		CONSTRUCTION PLAN 1	
BROWN'S CREEK WATERSHED DISTRICT		SHEET 02 OF 06 SHEETS	



NOTES:

SEED DISTURBED AREA WITHIN STATE SEED MIX 36-211 WOODLAND EDGE SOUTH & WEST AT A RATE OF 34.50 LB/AC. SUPPLEMENT COVER CROP WITH PARTIAL SHADE MIX PER THE SEED SUPPLIER'S RECOMMENDATIONS.

AN APPROVED EQUAL SEED MIX SHALL BE USED AFTER SUBMITTAL AND REVIEW BY ENGINEER.

INSTALL MNDOT CAT 2 EROSION CONTROL BLANKET OR MILCOH W/TACKLER ON ALL VEGETATED AREAS. NATIVE SEEDS AREAS SHOULD NOT BE HYDROSEED. IF A TACKLIFIER IS USED, THE TACKLER SHOULD BE HYDROSEED OVER THE COMPLETED SEED BED FOLLOWING SEEDING.

3" BITUMINOUS ASPHALT
9" CLASS 5 AGGREGATE -
167 SQ-YDS (TYP.)

100 LF D412 SUBMOUNTABLE
CURB ON 6" MINIMUM
COMPACTED CLASS 5
AGGREGATE

SEEDING AREA - 690
SQ-YDS (TYP.)

FENCING BY OTHERS

GATE W/ LOCKING MECHANISM
FOR MAINTENANCE ACCESS
BY OTHERS

MAINTENANCE ACCESS
AREA TO BE 9" COMPACTED
CLASS 5 AGGREGATE - 265
SQ-YDS (TYP.)

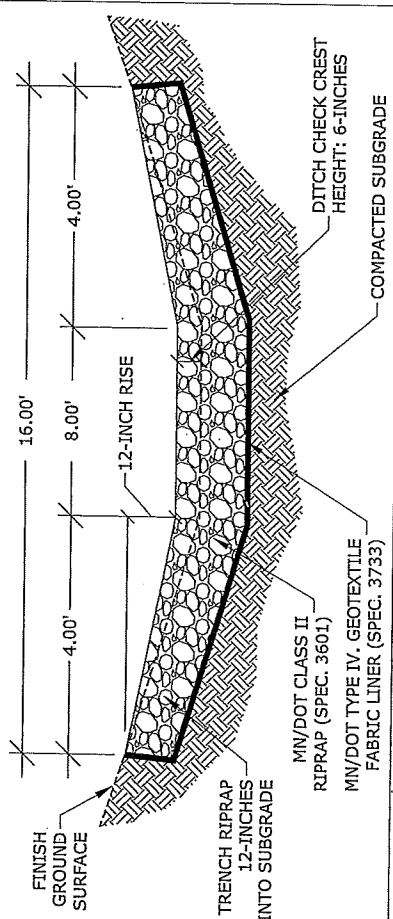
TRAIL BY OTHERS



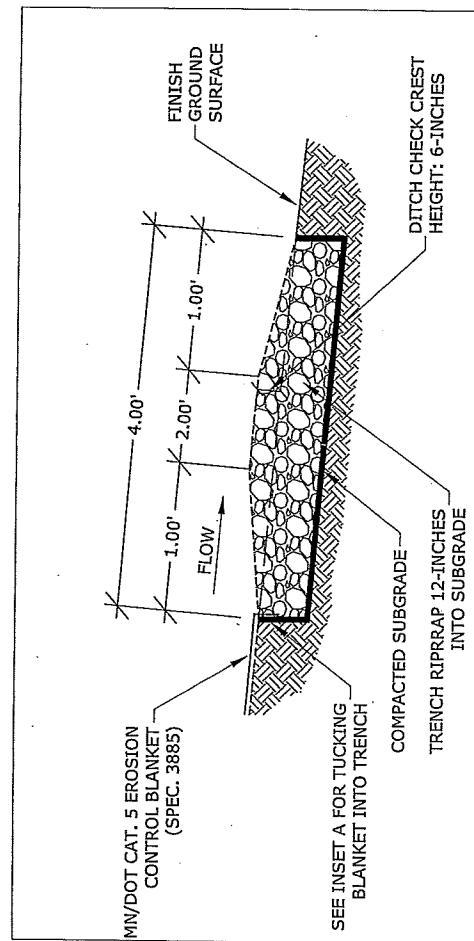
SCALE IN FEET

<p>BROWN'S CREEK WATERSHED DISTRICT 1380 W FRONTAGE RD HWY 36 STILLWATER, MN 55082</p>		<p>COUNTRYSIDE AUTO STORMWATER BMPs STILLWATER, MN</p>		<p>STATE PROJECT NO. _____ CITY PROJECT NO. _____</p>	
<p>EOR Ermors & Olliver Resources, Inc. 651 Hale Avenue North Water Oakdale, MN 55128 Ecology Tele: 651.770.8448 community www.eorinc.com</p>		<p>SUBMISSION DATE: 04-23-2014 DESIGN BY: DRN DRAWN BY: DRN FOR PROJECT NO. 111141-0190</p>		<p>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</p> <p><i>David R. Smith</i> David R. Smith</p>	
1	03/24/2014	DRN	40% CONSTRUCTION PLAN		
2	04/21/2014	DRN	FINAL CONSTRUCTION PLAN		
3					
4					
5					
6					

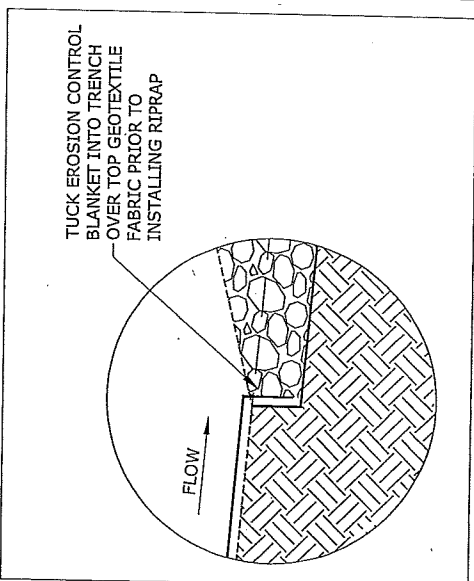
NOTE: DITCH CHECKS TO BE FIELD FIT UNDER DIRECTION OF ENGINEER. ROCK INSTALLED IN TREE AREA TO BE INSTALLED DIRECTLY ON GROUND SURFACE IN ORDER TO AVOID ROOT DAMAGE.



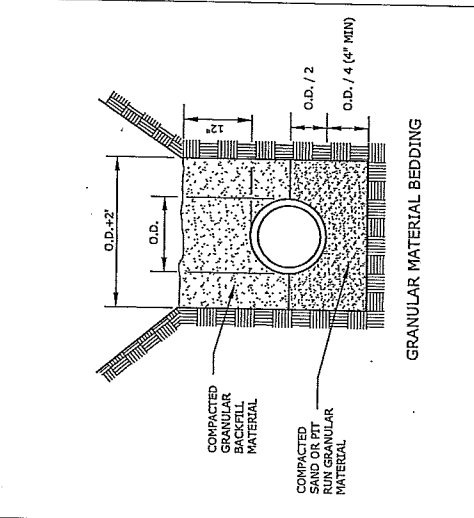
01 05 DITCH CHECK CROSS SECTION (No Scale)



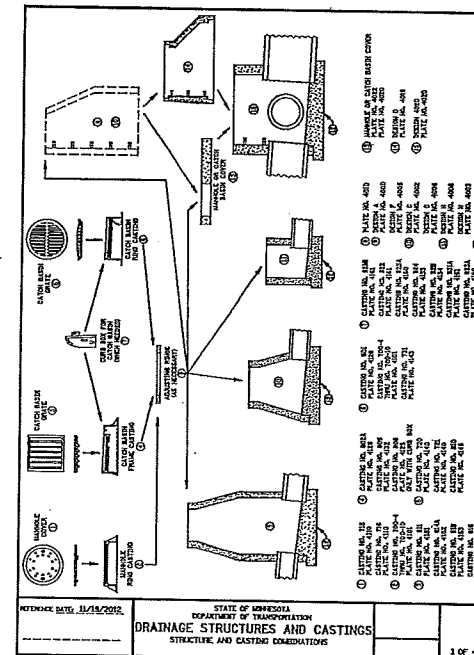
02 05 DITCH CHECK PROFILE SECTION (No Scale)



03 05 INSET A (No Scale)

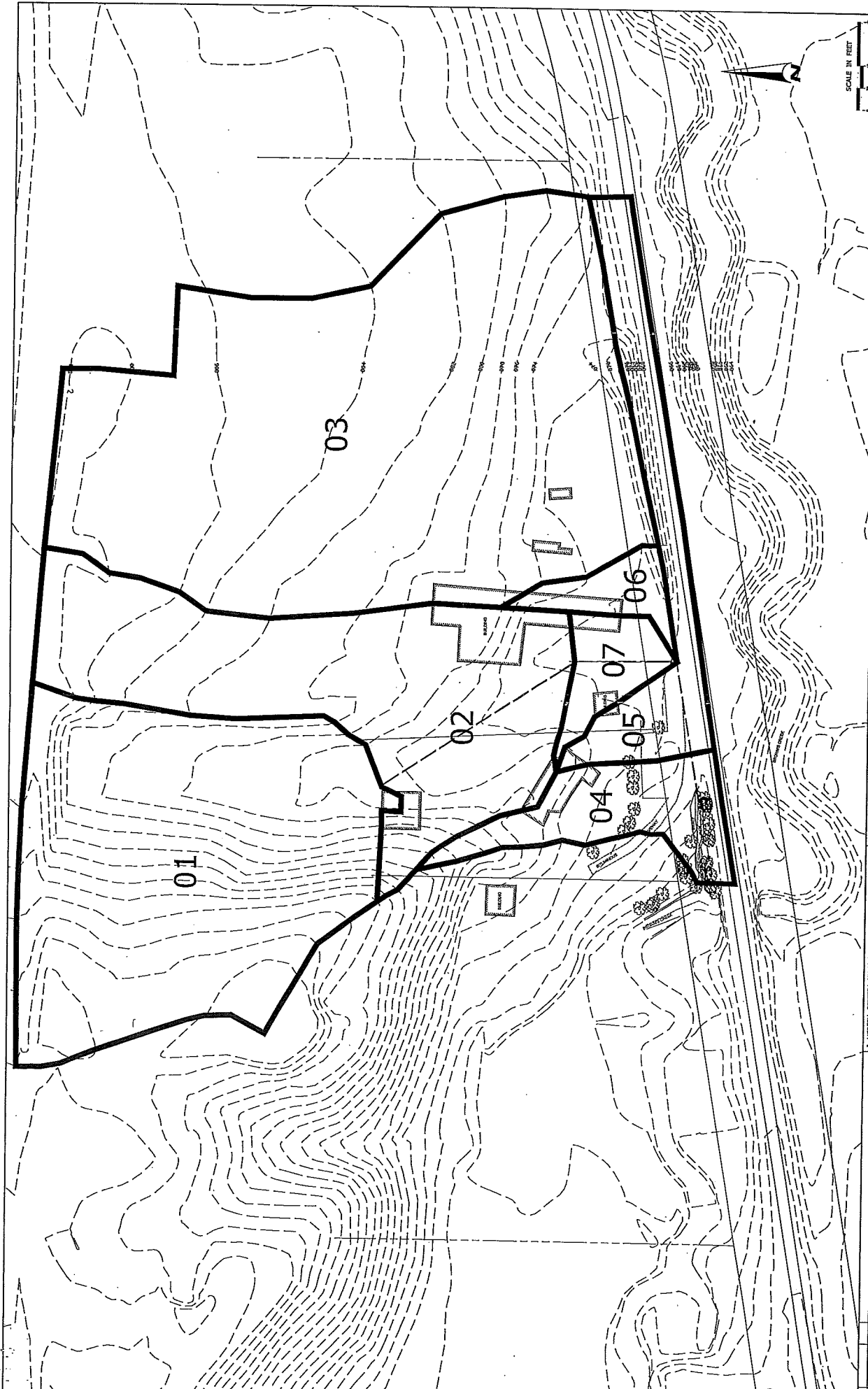


04 05 NON-RIGID STORM SEWER TRENCH (No Scale)



05 05 DRAINAGE STRUCTURE DESIGN (No Scale)

SUBMISSION DATE: 04-21-2014 DESIGN BY: [Signature] DRAWN BY: [Signature] DRL: [Signature] EOR PROJECT NO.: 00941-0190		SUBMITTER: BROWN'S CREEK WATERSHED DISTRICT ADDRESS: 1380 W FRONTAGE RD HWY 36 STILLWATER, MN 55082	
ENGINEER: [Signature] LICENSE NO.: 45138 EXPIRES: 04-21-2014		CONTRACT NO.: 00941-0190	
SHEET NO. OF 06 SHEETS		SHEET NO. OF 06 SHEETS	



SCALE IN FEET

DRAINAGE AREAS MAP

COUNTRYSIDE AUTO
STORMWATER BMPs

BROWN'S CREEK
WATERSHED DISTRICT
1380 W FRONTAGE RD HWY 36
STILLWATER, MN

Emmons & Oivler
Resources, Inc.
651 Hale Avenue North
Water Oakdale, MN 55128
ecology Tele: 651.770.8448

FOR

SUBMISSION DATE: 04-23-2014
DESIGN BY: DRL
DRAWN BY: DRL
EOR PROJECT NO.

I HEREBY CERTIFY THAT THIS PLAN AND ALL REPORTS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Dana R. Booth

NO.	DATE	DESCRIPTION
1	03/29/2014	DRL 40% CONSTRUCTION PLAN
2	04/21/2014	DRL FINAL CONSTRUCTION PLAN

EXHIBIT E
Brown's Creek Watershed District
April 21, 2014 – Special Meeting Minutes



Minutes of the Special Meeting of the Brown's Creek Watershed District Board of Managers,
April 21, 2014
Brown's Creek Trail Projects and Fen Management

Stillwater City Hall
Police/Fire Training Room - 1st Floor
216 N 4th St, Stillwater, MN

ROLL CALL

Managers Present:	Others Present:
Craig Leiser, President	Karen Kill, Administrator
Gail Pundsack, Vice-President	Stu Grubb, EOR
Gerald Johnson, Secretary	Camilla Correll, EOR
Connie Taillon, Treasurer	Michael Welch, Smith Partners
Sharon Schwarze	Paul Richtman, BCWD CAC, Resident

1. **Call Regular Meeting to Order**

President Leiser called the Regular Meeting to order at 7:02 PM.

2. **Approve Regular Meeting Agenda and Discussion Agenda**

Manager Johnson moved, seconded by Manager Pundsack, to approve the Special Meeting agenda as presented. Motion carried, vote 5/0.

3. **Projects**

a) **Fen Management - Board Action**

Manager Johnson moved, seconded by Manager Taillon, to authorize EOR to subcontract for the 2014 fen vegetation management not to exceed \$5,000 from 953-0000. Motion carried, vote 5/0.

b) **Brown's Creek Trail & Projects**

1) **Countryside – Board Action**

Camilla Correll, EOR, presented the modeled total phosphorous (TP) reduction for the Countryside Auto Repair water quality improvement from the revised "Countryside Auto Repair Preliminary (40%) Construction Plans" memo dated April 21, 2014. The TP removal is estimated at 34%. The updated estimated cost of the elements of the project needed to remove total suspended solids from stormwater runoff to Brown's Creek is \$126,000. Staff still recommends the project due to the total suspended solids reduction from the only

Managers:

Craig Leiser, President • Gail Pundsack, Vice-President • Gerald Johnson, Secretary
• Connie Taillon, Treasurer • Sharon Schwarze, Vice-President

industrial use site in the direct drainage to Brown's Creek. The Board discussed further and agreed that the project was worth pursuing based on the cost benefit.

Camilla Correll presented the "Countryside Auto Repair Stormwater Improvements" memo dated April 21, 2014. Maintenance access has not yet been secured. Staff is investigating the option of either accessing from Countryside Auto Repair or from the Brown's Creek State Trail. Preliminary discussions with the Countryside Auto Repair owner, Hodge Van Tassel, indicate that there is a good possibility of a 25-year access agreement. The Board agreed that they are willing to indemnify the property owner in the agreement. Staff is also working with DNR Trails staff to determine trail weight limits, maintenance equipment needs, and whether a gravel parking pad is acceptable to determine if maintenance access from the trail is feasible.

Manager Schwarze moved, seconded by Manager Taillon, to approve the Countryside Auto Repair water quality improvements not to exceed \$126,000 from 947-0011 contingent on securing maintenance access through either Countryside Auto Repair or the DNR Brown's Creek State Trail. Motion carried, vote 5/0.

Ms. Correll clarified that the maintenance schedule and associated costs would need to be determined based on performance after the improvements were installed and operational.

2) Brown's Creek Floodplain/Rehabilitation – Board Action

Camilla Correll, EOR, presented the "Project Update & Recommendation" memo dated April 21, 2014 from Kevin Biehn for the Stream Floodplain Rehabilitation project. The April 7, 2014 soil sample results indicated no concentrations of arsenic, selenium, barium or polycyclic aromatic hydrocarbons (PAHs) above Soil Reference Values (the MPCA standards for soils) along the slope between the former railroad tracks and Brown's Creek. The project has been redesigned so that no offsite transport of soil will be required. Contaminated soil found directly below the former railroad tracks will be excavated and placed at the base of the new trail alignment. The contaminated soil will be covered with clean soil removed from the slope between the former tracks and Brown's Creek. Construction oversight will be required to verify the placement of these soils. As-built drawings will also be required by MPCA before a "No Further Action" letter is issued. Michael Welch, Smith Partners, noted that the cooperative agreement for the project, to be discussed later on the agenda, does not provide for the District to direct the contractor. The administrator noted that she will work with DNR staff to ensure the necessary observation and chain of communication is established. The cost-benefit analysis indicated that the proposed budget of \$9,370 in native landscaping provisions could be adequate; however, the designer recommended doubling this budget to maximize the aesthetic and habitat returns. The Board discussed further and agreed that the cost-benefit analysis for project supports continuing to pursue it.

President Leiser moved, seconded by Manager Johnson, to approve the Stream Rehabilitation project with the recommended increase in native planting, for a total project cost not to exceed \$81,500 from 947-0010 and to authorize the engineer to provide the Stream Rehabilitation project plans and specifications to the DNR for inclusion as a bid alternate in the bidding and construction documents for the Brown's Creek State Trail project. Motioned carried, vote 5/0.

Stu Grubb, EOR, presented the MPCA Voluntary Investigation and Cleanup Program Status memo dated April 21, 2014. The District has been added as a second party to the Retroactive No Association Determination for Past Actions and No Association Determination for Proposed Actions letter dated April 18, 2014. Legal Counsel will work with MPCA to seek revision of the letter to include the District's December 2012 sampling in the Retroactive No Association Determination for Past Actions, which would better protect the District from liability.

3) DNR Cooperative Agreement – Board Action

Michael Welch, Smith Partners, again reviewed the principal elements of the cooperative agreement for the projects and presented the changes since the last District Board meeting April 9, 2014. He noted that DNR is not willing to require the contractor for the projects to complete as-built drawings, which the District engineer has indicated are necessary for subsequent maintenance at Countryside Auto and MPCA's "No Further Action" letter at the Stream Rehabilitation Project. But the agency will allow the District engineer to complete the drawings when the work is completed, and EOR has confirmed that this option is workable. Finally, the agency has agreed that the District will not take ownership of the stormwater facility to be installed adjacent to the Countryside Auto property, but the District will retain responsibility for the facility and will be obligated to remove it from the DNR property when the agreement terminates.

Mr. Welch reviewed the tools in place to protect the District from liability as the project is implemented, and advised the managers as to the risks the managers should assess in determining whether to move ahead with one or both of the projects.

Administrator Kill requested that the Board consider inclusion of a not to exceed cost significantly higher than the engineering cost estimate. The Board will have 5 days from receipt of the contractor's bid documents to issue a written request to the State to award a contract for the State Trail that includes one or both of the Bid Alternates for the construction of the Projects. If the bids come in higher than the Board feels is a cost benefit, the District is not obligated to proceed.

President Leiser moved, seconded by Manager Johnson, to authorize the President, or a Vice-President if the President is unavailable, on advice and consent of counsel, to sign the cooperative agreement between the DNR and District for the Brown's Creek State Trail Creek Rehabilitation and Water Quality Improvements as amended: Project A shall be the Floodplain Rehabilitation not to exceed \$150,000 and Project B shall be the Water Quality Improvement near Countryside Auto not to exceed \$200,000. Motion carried, vote 5/0.

4) Adjournment

Manager Johnson moved, seconded by Manager Schwarze, to adjourn the Special Meeting at 9:04 PM. Motion carried, vote 5/0.

Respectfully Submitted by
Karen Kill, Administrator