

Long Lake Tributary Headcut Stabilization Project

A. Project Location



Figure 1. Location map.

Project Location	Immediate Waterbodies Impacted	BMP Performance
<p>Address: 8045 Morgan Ave N Stillwater, MN 55082 (Figure 1)</p> <p>Parcel ID: 19.030.20.44.0014</p> <p>Access route to project is across 12764 Boutwell Rd N parcel</p>	<p>Unnamed tributary from Long Lake</p>	<p>Over a period of roughly 17 months (6/6/2013 to 11/12/2014) an estimated 22 cubic yards of soil was eroded within the vicinity of the head cut and this volume of soil translates into ~24 pounds of phosphorus. While this tributary does not drain to Brown’s Creek (as it is diverted to McKusick Lake), it equates to ~2.3% of the Brown’s Creek annual sediment load.</p> <p>The desired outcomes of the project are as follows:</p> <ol style="list-style-type: none"> 1. Prevent further degradation of upstream wetland by headcut migration 2. Reduce sediment and nutrient delivery 3. Improve overall creek /corridor health and aquatic habitat

B. Description of Facility

I. General Site Description

Stabilization aims to prevent further migration of an active headcut on an unnamed tributary from Long Lake. The project does not address the entrenchment and corresponding instability caused by the headcut due to conflicts with adjacent landowners and lack of permission to conduct a complete restoration project.

Partners	Project Purpose	Drainage Size	Project Completed	Maintenance Requirement
BCWD	Stabilize active headcut which was actively migrating upstream yielding excessive sediment loss and further threatening upstream resources.	~3.4 sq miles	Constructed in 2019, Extended maintenance through 2021	Maintenance was under contract with Minnesota Native Landscapes to 2021. Maintenance to be contracted through Natural Shores Technology for 2026.
Costs				
Total Project Cost: \$65,165* (including design and construction)				
<ul style="list-style-type: none"> Local BCWD Tax Levy: \$65,165 				
* As project is not complete cost reflects current estimated cost				

II. Parts Inventory

Not Applicable for this project

III. Management Facilities

Three rock checks were installed within the tributary to prevent further headcutting in the channel.

IV. Accessibility

The project and access (via Boutwell Road North) is entirely within a Utility & Drainage Easement held by the City of Stillwater. See **Figure 1** for access location.

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, Design 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

Maintenance was completed by Minnesota Native Landscapes through 2021. Starting in 2022, inspections should be made at least once per year by BCWD staff and/or District consultant. At least one inspection should occur during the middle of the growing season (June to August) to assess vegetation. Inspections should focus on the condition of the three rock riffles intended to stabilize the stream gradient and any erosion along the streambanks. Vegetation quality and management recommendations should be provided to personnel conducting long-term management.

a. Inspection Procedures

Inspections should include the following documentation and measurement of the following BMP/project components:

Item	Item Location	Parameter Measured	Inspection Frequency
Vegetation	Across a 0.30-acre project area	Quality and quantity of native vegetation. Presence of any noxious or invasive plant species. Observation of woody vegetation and progress/assessment of any contracted maintenance	Minimum once annually starting in 2022
Trees	Across a 0.30-acre project area	Evaluate any herbivore damage and necessary maintenance (mulching, trimming, herbivore protection, etc.)	Minimum once annually starting in 2022
Stream	Access stability of entire stream from Boutwell Road North to the confluence with the South Central tributary (approximately 1,500 linear feet)	Visual observation of stability/condition	Minimum once annually starting in 2022
Headcut Stabilization	Three rock riffle at 8045 Morgan Ave N	Any degradation of structures and instability	Minimum once annually starting in 2022

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

b. Maintenance Procedures

The District should determine judicious involvement past 2021 per headcut stability and vegetative establishment achieved leading up to 2022.

Item	Corrective Action	Maintained by	Maintenance Frequency	Est. Annual Cost <i>(Based on 2026 Est.)</i>
Native Vegetation Establishment	Fostering native vegetation and managing invasive species	BCWD Contractor	As determined by inspections or at the discretion of the chosen Contractor	\$2500
Annual inspections	N/A	BCWD	Once per year	\$1,000
Anticipated Total Yearly Cost:				\$3,500

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

D. Maintenance Responsibilities and Agreements

The City of Stillwater holds a Utility & Drainage Easement over the project and the District secured a separate agreement with the landowners to complete the project – see Appendix for both easements.

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 submitted to and maintained by BCWD.

Record of Annual Inspection and Maintenance Program:

Inspector Information		
Visit Number:		
Name		
Date:		
Area Identifier	Inspection Description	Notes
1. Vegetation	Quality and quantity of native vegetation Presence of any noxious or invasive plant species Presence of the establishment of 'woody vegetation' and need for removal as the District is maximizing herbaceous vegetation for stability	
3. Trees	Evaluate any herbivore damage and necessary maintenance (mulching, trimming, herbivore protection, etc.)	
4. Stream	Visual observation of stability/condition	
5. Headcut Stabilization	Integrity of structures and stability of stream	
<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

The project aimed to solely halt the lateral progression of the headcut and was not intended to address the cause of the headcut due to landowner conflicts. The District should reevaluate the site and determine if a larger project can be completed to restore the tributary floodplain and adjacent wetlands that have been degraded by channel incision and subsequent lowering of the local water table.

F. Emergency Plan and Operating Procedures

I. Emergency Plan

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

II. Emergency Operating Procedures

In the event of 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
Secondary	Kevin Biehn, Design Landscape Architect	651-770-8448	Emmons & Olivier Resources, Inc.
Secondary	Shawn Sanders, Public Works Director/City Engineer	651-430-8830	City of Stillwater

G. Appendices

I. City of Stillwater Drainage & Utility Easement

II. Construction Documents

III. Construction Contract

IV. Agreements

- a. LOT 5, BLOCK 2, TERRYBROOK ESTATES (8045 MORGAN AVENUE NORTH, STILLWATER, MN (PIN 19.030.20.44.0014) Easement Description

BROWN'S CREEK WATERSHED DISTRICT

LONG LAKE TRIBUTARY HEADCUT STABILIZATION

STILLWATER, WASHINGTON COUNTY, MINNESOTA

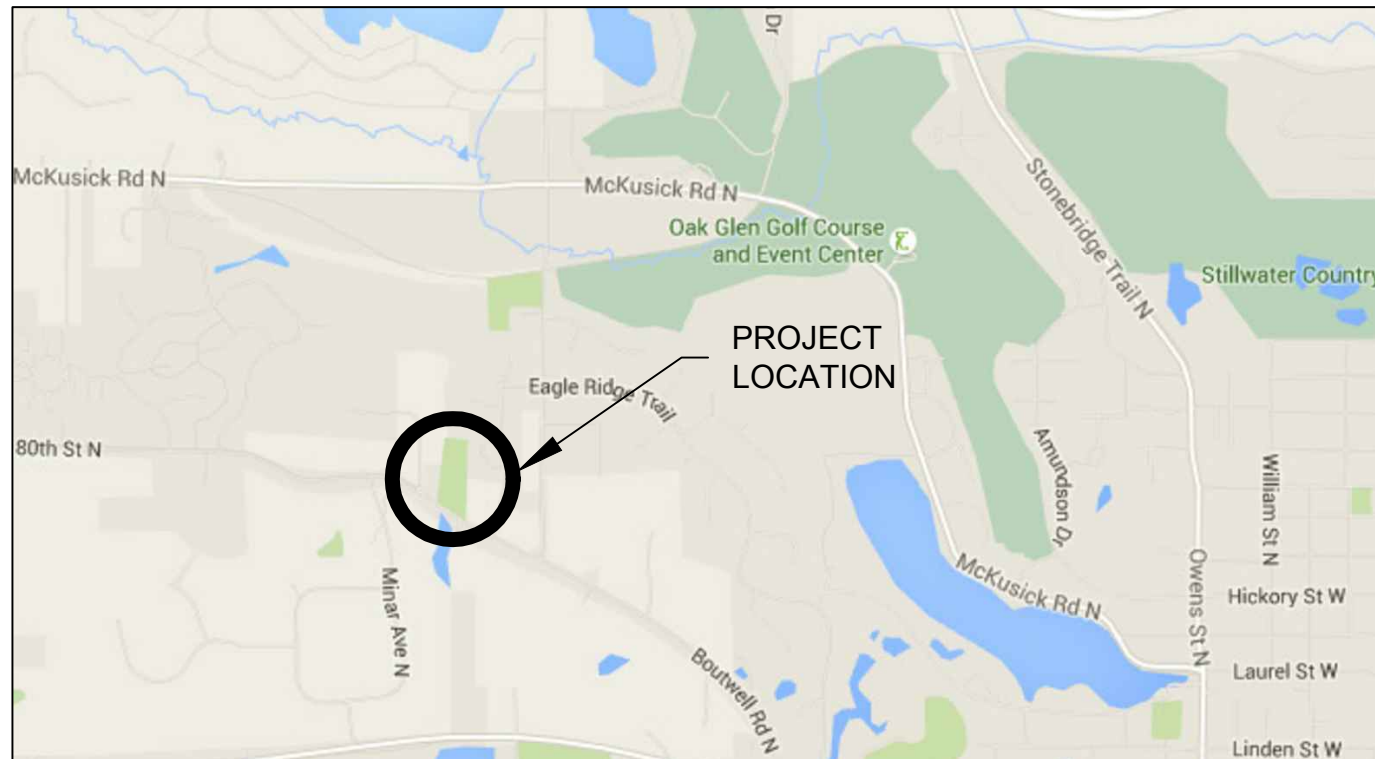
GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN

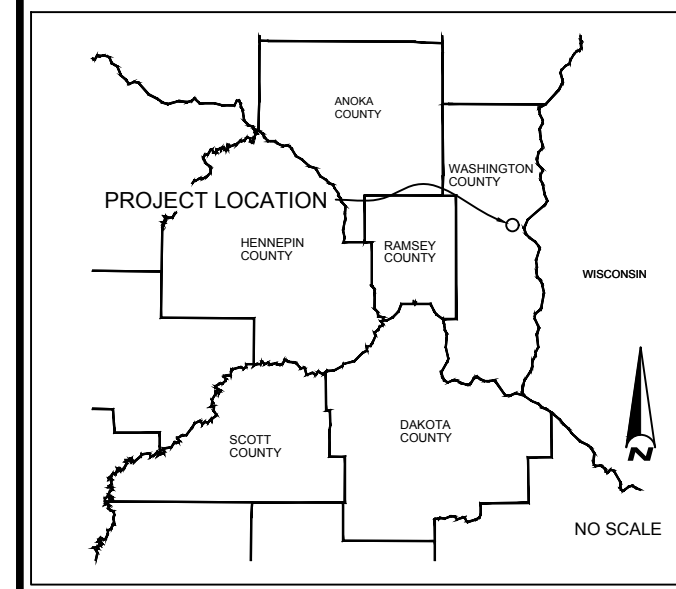
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.

SHEET INDEX

SHEET NO.	SHEET DESCRIPTION
01	TITLE
02	GENERAL NOTES & SEQ
03	EXISTING CONDITIONS
04	REMOVALS
05	STREAM HEADCUT
06	RESTORATION PLAN
07	DETAILS



LOCATION MAP



EXISTING UTILITIES

THE LOCATION OF UNDERGROUND FACILITIES AND/OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORD AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE SUBSURFACE UTILITY INFORMATION SHOWN IS UTILITY QUALITY LEVEL D, AS DETERMINED USING THE GUIDELINES OF "CI/ASCE 38-02 STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.

CONSTRUCTION NOTE

CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN OPERATION OF EXISTING UTILITIES THROUGHOUT THE DURATION OF THE PROJECT. IN THE EVENT THAT AN INTERRUPTION OF SERVICE IS UNAVOIDABLE IN ORDER TO COMPLETE THE WORK, CONTRACTOR SHALL PROVIDE ADEQUATE NOTIFICATION TO ALL AFFECTED BUSINESSES A MINIMUM OF 3 WORKING DAYS IN ADVANCE OF ANY INTERRUPTION.

LEGEND

FEATURE	EXISTING	PROPOSED
SILT FENCE		~SF~SF~
CONSTRUCTION FENCE		~CF~CF~
DELINEATED WETLAND	-----W/D-----	
WATERLINE/ShORELINE	
OVERHEAD ELECTRIC LINES	=====	
BURIED ELECTRIC LINES	=====	
FIBER OPTIC LINES	=====	
GAS LINES	=====	
PIPELINE	=====	
OVERHEAD TELEPHONE	=====	
BURIED TELEPHONE	=====	
TELEPHONE MANHOLE	○	○
TELEPHONE CABLE PEDESTAL	□	□
OVERHEAD CABLE TV	=====	
BURIED CABLE TV	=====	
TV CABLE PEDESTAL	□	□
BARBED WIRE FENCE	-x-x-x-x-x-	-x-x-x-x-x-
CHAIN LINK FENCE	-o-o-o-o-o-	-o-o-o-o-o-
STOCKADE/WOOD FENCE	-□-□-□-□-	-□-□-□-□-
GUARD RAIL	-p-p-p-p-	-p-p-p-p-
CENTER LINE ROADWAY	-----	-----
CENTER LINE RAILROAD	+++++	+++++
SANITARY SEWER LINE	=====	=====
SANITARY SEWER FORCEMAIN	=====	=====
SANITARY SEWER MANHOLE	○	○
STORM SEWER LINE	=====	=====
STORM SEWER CULVERT	=====	=====
STORM SEWER FORCEMAIN	=====	=====
STORM SEWER MANHOLE	○	○
WATERMAIN	=====	=====
WATERMAIN MANHOLE	○	○
HYDRANT	○	○
WATER VALVE	WV	WV

GOPHER STATE ONE-CALL

IT IS THE LAW THAT ANYONE EXCAVATING AT ANY SITE MUST NOTIFY GOPHER STATE ONE CALL (GSOC) SO THAT UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE OR OTHER UTILITY LINES CAN BE MARKED ON OR NEAR YOUR PROPERTY BEFORE ANY DIGGING BEGINS. A 48-HOUR NOTICE, NOT INCLUDING WEEKENDS, IS REQUIRED. CALLS CAN BE MADE TO GSOC AT 1-800-252-1166 OR (651)454-0002, MONDAY THROUGH FRIDAY (EXCEPT HOLIDAYS) FROM 7 A.M. TO 5 P.M.

Plt Date: 03/13/2018
 Drawing Name: X:\Clients_VD\041_BrownCreek\Phase_1\09_GMS_ProjectName.dwg\03.dwg
 Xref: P-Base_BM1

NO	DATE	BY	REVISION
6			
5			
4			
3			
2	03/13/2018	KDC	100% BID PLANS
1	01/29/2018	KDC	100% BID PLANS

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.

KYLE CRAWFORD, P.E.
DATE: 03/13/2018 LICENSE # 54906

SUBMISSION DATE:
03-13-2018

DESIGN BY: MJM DRAWN BY: KDC

FOR PROJECT NO.
00041-0324

EOR Emmons & Olivier Resources, Inc.
7030 6th Street North
Oakdale, MN 55128
Tele: 651.770.8448
www.eorinc.com



LONG LAKE TRIBUTARY
HEADCUT STABILIZATION

STILLWATER, WASH. COUNTY, MN

STATE PROJECT NO. CITY PROJECT NO.

TITLE

SHEET 01 OF 07 SHEETS

PROJECT NOTES & SPECIAL PROVISIONS

GENERAL

1. THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN UNLESS SPECIFICALLY DEVIATED FROM ON THESE PLANS.
2. CONTRACTOR TO PROVIDE ADEQUATE AND TIMELY TEMPORARY EROSION CONTROL UNTIL PERMANENT VEGETATION IS ESTABLISHED, PER THE DISCRETION OF THE PROJECT ENGINEER.
3. TREE REMOVAL
 - a. ALL TREES TO BE REMOVED AND ASSOCIATED BRUSH ARE THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE.
 - b. TREE REMOVAL TO TAKE PLACE WITHOUT DAMAGING ADJACENT TREES AND WITHOUT FELLING TREES ON ADJACENT PROPERTY.
4. ALL PLANT MATERIAL TO BE WARRANTIED FOR 1 YEAR, COMMENCING UPON PROJECT COMPLETION.
5. TREE PLANTINGS TO ADEQUATELY FENCED TO PROTECT FROM DEER DAMAGE.
6. SEED & SEEDING
 - a. ALL DISTURBED SOILS AND ACCESS ROUTES SHALL RECEIVE SEED AND HYDRAULIC MULCH (EARTHGUARD® FM OR APPROVED EQUAL).
 - b. SEED SHALL BE SOWN AT TWICE THE STATE SPECIFIED RATE

MEASUREMENT AND PAYMENT

1. PAYABLE ITEMS AND ASSOCIATED UNITS HAVE BEEN IDENTIFIED; ALL OTHER MATERIALS, LABOR EQUIPMENT AND OTHER REQUIREMENTS NECESSARY TO EXECUTE THE PROJECT ARE INCIDENTAL TO THE PROJECT.

EXTENDED MAINTENANCE

1. THE EXTENDED MAINTENANCE REQUIRES THE FURNISHING OF ALL NECESSARY LABOR, EQUIPMENT AND MATERIALS TO PERFORM AND COMPLETE ALL OPERATIONS NECESSARY TO ENSURE THE FOLLOWING ARE MET THROUGHOUT THE CONTRACT:
 - a. REPLACE DEAD OR DYING PLANT MATERIAL
 - b. AMENDED AND RESEED AREAS WITH INSUFFICIENT DESIREABLE COVER
 - c. REMOVE INVASIVE SPECIES
 - d. REMOVE VOLUNTEER WOODY SPECIES
 - e. ADDRESS ALL EROSION CONCERNS PER ENGINEER INPUT
 - f. ADJUST/MODIFY ROCK CHECKS FAILURES PER ENGINEER INPUT
2. THE CONTRACTOR IS EXPECTED TO VALIDATE SITE CONDITIONS A MINIMUM OF TWO TIMES PER YEAR DURING THE GROWING SEASON AS WELL AS IN RESPONSE TO ENGINEER DIRECTIVE AND SHALL TAKE CORRECTIVE ACTION AT THAT TIME.

LONG LAKE TRIBUTARY HEADCUT IMPROVEMENTS			
LINE ITEM	BID ITEM	ESTIMATED QUANTITY	UNIT
Base Bid			
1	MOBILIZATION	1	LS
2	TRAFFIC CONTROL	1	LS
3	TREE REMOVAL	1	LS
4	Class II Riprap	10	TON
5	Class III Riprap	18	TON
6	TEMPORARY EROSION & SEDIMENT CONTROL	1	LS
7	EROSION CONTROL BLANKET (BIONET C125BN or Equal)	300	SY
8	EROSION CONTROL BLANKET (GEOCOIR®/DeKoWe®900 or Equal)	65	SY
9	TREE PROTECTION	1	LS
10	NATIVE SEED & SEEDING	1	LS
11	HYDROMULCH (TERRA NOVO EARTHGUARD FM OR APPROVED EQUAL)	1	LS
Add Alternate			
1	HERBACEOUS PLUGS	600	EA
2	DECIDUOUS TREE (#10 CONTAINER)	4	EA
3	CONIFEROUS TREE (#10 CONTAINER)	2	EA
4	3-YEAR EXTENDED MAINTENANCE	3	YR

File Path: 03/13/2018
 Drawing Name: X:\Clients_WD041_BCD\WD0382_Diversion_Trib_Headcut_Phase_1\109_GIWS_ProjectName.dwg\CD.dwg
 Xref: P-Base_BMH

6			
5			
4			
3			
2	03/13/2018	KDC	100% BID PLANS
1	01/29/2018	KDC	100% BID PLANS
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.

Kyle Crawford
 KYLE CRAWFORD, P.E.
 DATE: 03/13/2018 LICENSE # 54906

SUBMISSION DATE:
03-13-2018

DESIGN BY: MJM DRAWN BY: KDC

EOR PROJECT NO.
00041-0324



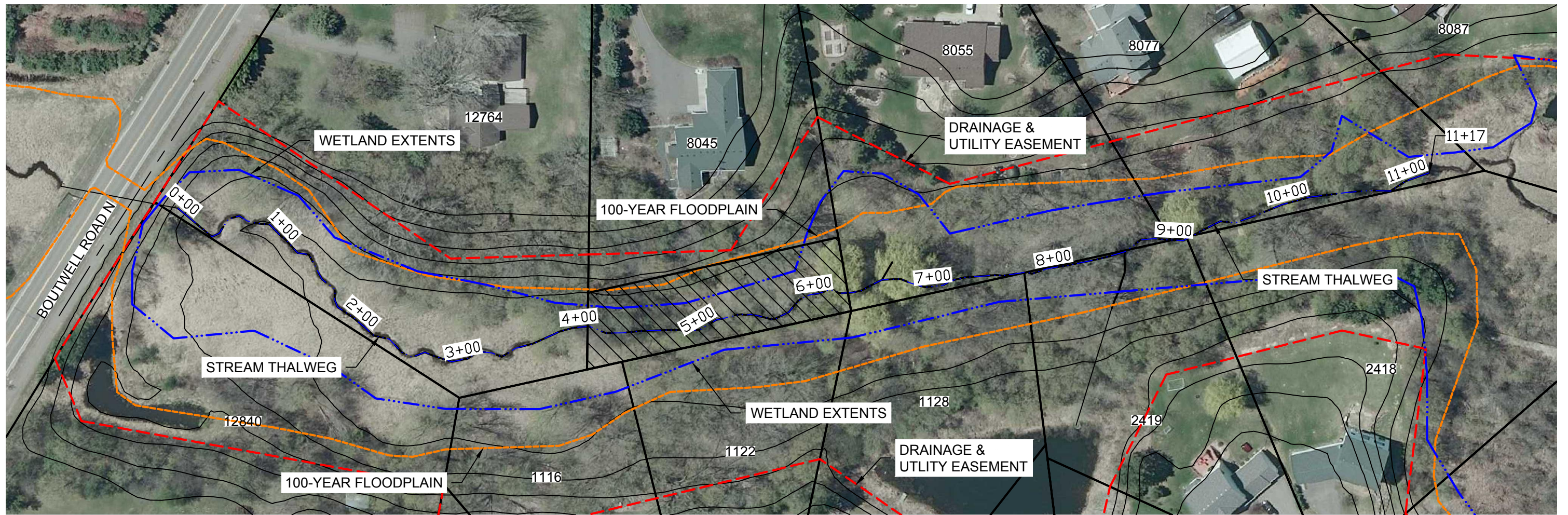
LONG LAKE TRIBUTARY HEADCUT STABILIZATION

STILLWATER, WASH. COUNTY, MN

STATE PROJECT NO. CITY PROJECT NO.

GENERAL NOTES AND SCHEDULE OF ESTIMATED QUANTITIES

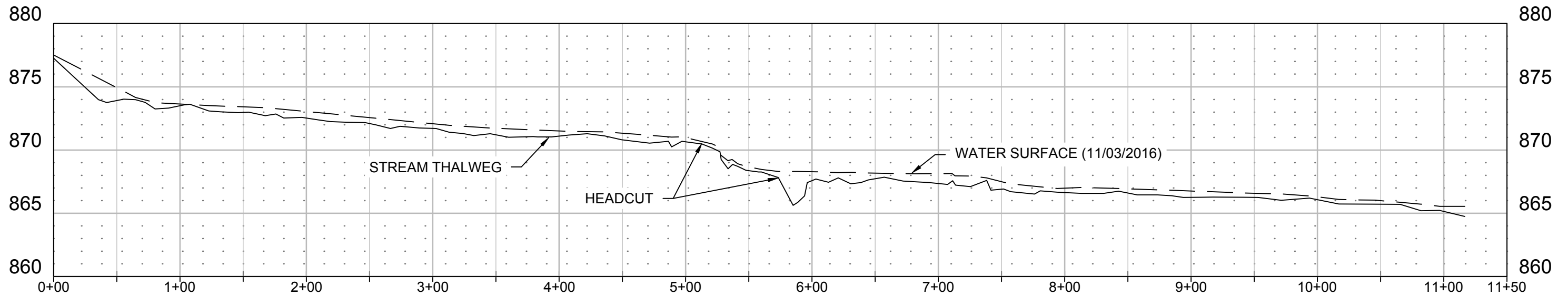
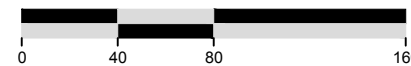
SHEET 02 OF 07 SHEETS



NOTES:
 1. WETLAND EXTENTS SHOWN ARE BASED ON GIS DATA AND HAVE NOT BEEN SURVEYED. THE EXTENTS SHOWN ARE FOR PLANNING PURPOSES ONLY.



SCALE IN FEET



File Date: 03/13/2018
 Drawing Name: X:\Clients\WD041_BOWD0382_Division_Trib_Headcut_Phase_1109_GIS_ProjectName.dwg
 Xref: P-Base_BMH

NO	DATE	BY	REVISION
6			
5			
4			
3			
2	03/13/2018	KDC	100% BID PLANS
1	01/29/2018	KDC	100% BID PLANS

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.

KYLE CRAWFORD, P.E.
 DATE: 03/13/2018 LICENSE # 54906

SUBMISSION DATE:
 03-13-2018

DESIGN BY: MJM DRAWN BY: KDC

EOR PROJECT NO.
 00041-0302

EOR Emmons & Olivier Resources, Inc.
 7030 6th Street North
 Oakdale, MN 55128
 Tele: 651.770.8448
 www.eorinc.com



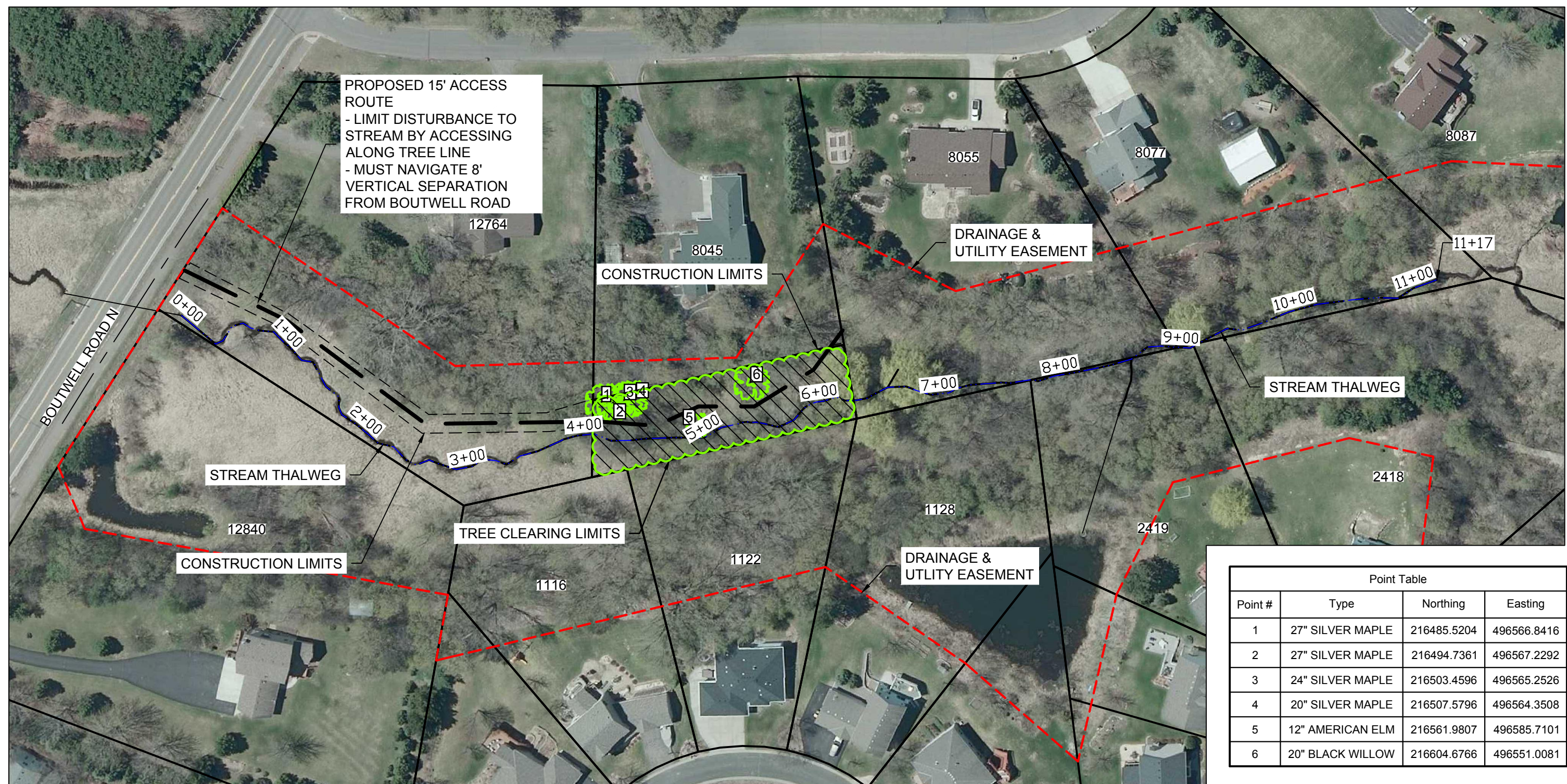
LONG LAKE TRIBUTARY
 HEADCUT STABILIZATION

STILLWATER, WASH. COUNTY, MN

STATE PROJECT NO. CITY PROJECT NO.

EXISTING CONDITIONS

SHEET 03 OF 07 SHEETS



PROPOSED 15' ACCESS ROUTE
 - LIMIT DISTURBANCE TO STREAM BY ACCESSING ALONG TREE LINE
 - MUST NAVIGATE 8' VERTICAL SEPARATION FROM BOUTWELL ROAD

DRAINAGE & UTILITY EASEMENT

CONSTRUCTION LIMITS

STREAM THALWEG

STREAM THALWEG

TREE CLEARING LIMITS

DRAINAGE & UTILITY EASEMENT

CONSTRUCTION LIMITS

Point Table			
Point #	Type	Northing	Easting
1	27" SILVER MAPLE	216485.5204	496566.8416
2	27" SILVER MAPLE	216494.7361	496567.2292
3	24" SILVER MAPLE	216503.4596	496565.2526
4	20" SILVER MAPLE	216507.5796	496564.3508
5	12" AMERICAN ELM	216561.9807	496585.7101
6	20" BLACK WILLOW	216604.6766	496551.0081

NOTES:
 1. ALL TREES SHALL BE REMOVED WITHIN THE TREE CLEARING LIMITS WITH THE EXCEPTION OF THE TREES SHOWN ABOVE. SEE TREE PRESERVATION TABLE TO THE RIGHT ON THIS SHEET.
 2. NO CROSSING OF THE STREAM SHALL BE PERMITTED.

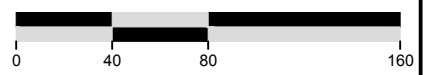
3. CONTRACTOR SHALL SUBMIT PLAN FOR TEMPORARILY AMENDING AND RESTORING R/W TO NEGOTIATE 8' VERTICAL SEPARATION IN ORDER TO FACILITATE ACCESS TO THE SITE AND EXECUTE THE PROJECT. PROJECT ENGINEER AND LOCAL R/W AUTHORITY APPROVAL IS REQUIRED BEFORE CONSTRUCTION BEGINS.



PRESERVE TREE



SCALE IN FEET



File Path: 03/13/2018
 Drawing Name: X:\Clients\WD041_BOWD0382_Diversion_Trib_Headcut_Phase_1109_GIMS_ProjectName.dwg
 Xref: P-Base_BM1

NO	DATE	BY	REVISION
6			
5			
4			
3			
2	03/13/2018	KDC	100% BID PLANS
1	01/29/2018	KDC	100% BID PLANS

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.
 KYLE CRAWFORD, P.E.
 DATE: 03/13/2018 LICENSE # 54906

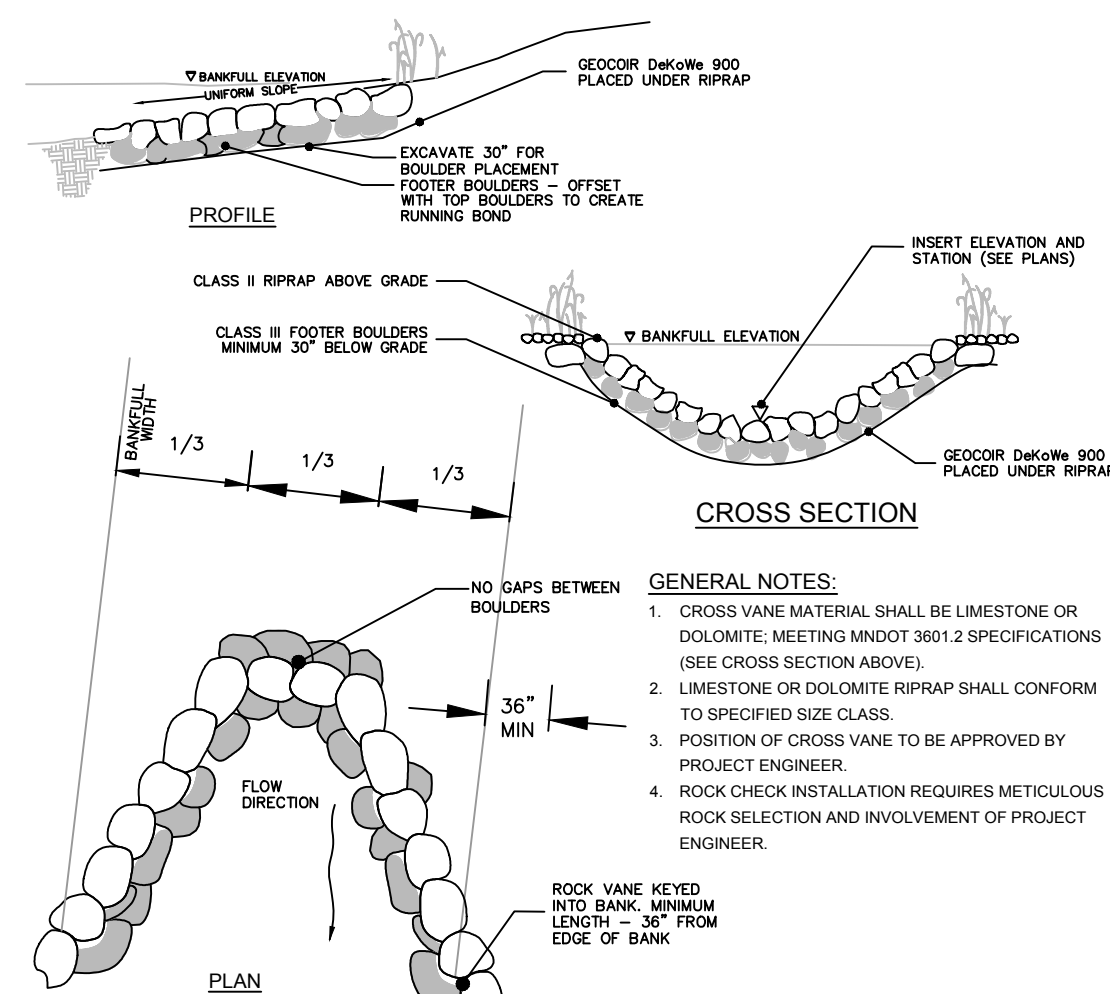
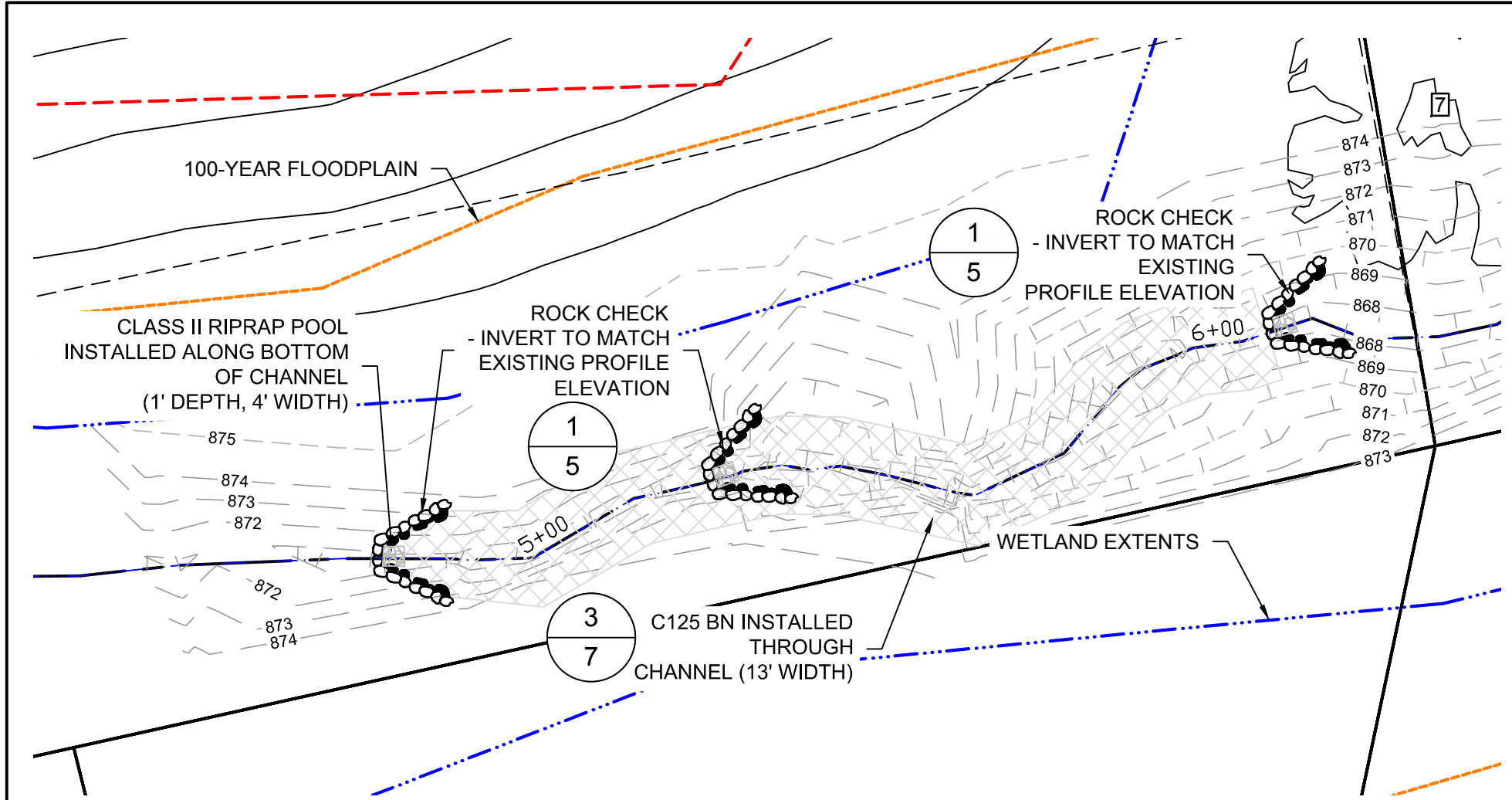
SUBMISSION DATE:
 03-13-2018
 DESIGN BY: MJM DRAWN BY: KDC
 EOR PROJECT NO.: 00041-0302

EOR Emmons & Olivier Resources, Inc.
 7030 6th Street North
 Oakdale, MN 55128
 Tele: 651.770.8448
 www.eorinc.com

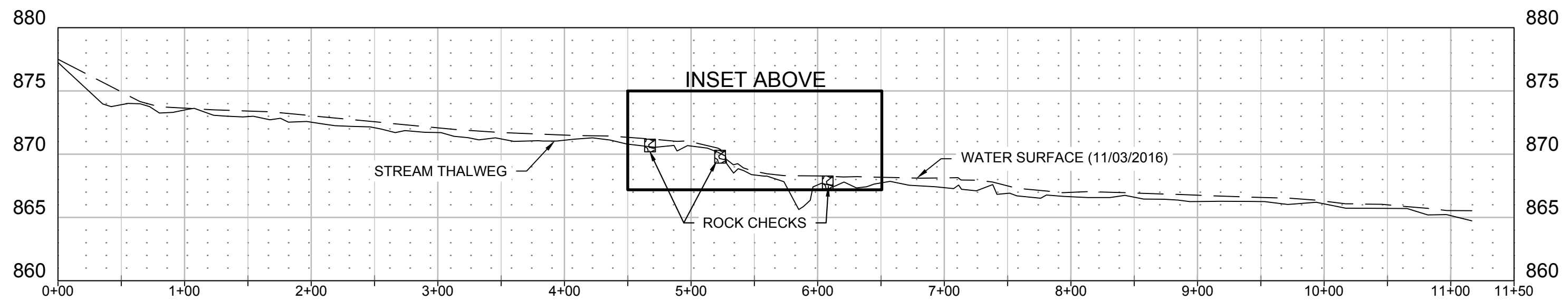
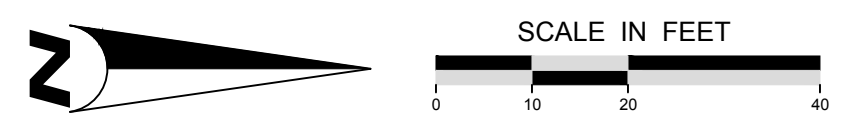
BROWN'S CREEK WATERSHED DISTRICT

LONG LAKE TRIBUTARY HEADCUT STABILIZATION
 STILLWATER, WASH. COUNTY, MN
 STATE PROJECT NO. CITY PROJECT NO.

REMOVALS PLAN
 SHEET 04 OF 07 SHEETS



- NOTES:
- EXACT QUANTITY AND LOCATION OF ROCK CHECKS TO BE DETERMINED IN THE FIELD BY ENGINEER.
 - BANK SHAPING TO OCCUR FOR PLACEMENT OF ROCK CHECKS AND REDUCING SLOPE OF UPPER BANKS TO 2:1 WITHIN CONSTRUCTION LIMITS.



File Path: 03/13/2018
 Drawing Name: X:\Clients\WD041_BCD\WD0382_Diversion_Trib_Headcut_Phase_1\09_GIMS_ProjectName.dwg
 Xrefs: P-Base_BMH

6			
5			
4			
3			
2	03/13/2018	KDC	100% BID PLANS
1	01/29/2018	KDC	100% BID PLANS
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.

KYLE CRAWFORD, P.E.
 DATE: 03/13/2018 LICENSE # 54906

SUBMISSION DATE: 03-13-2018

DESIGN BY: MJM DRAWN BY: KDC

FOR PROJECT NO. 00041-0302

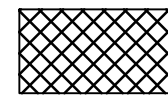
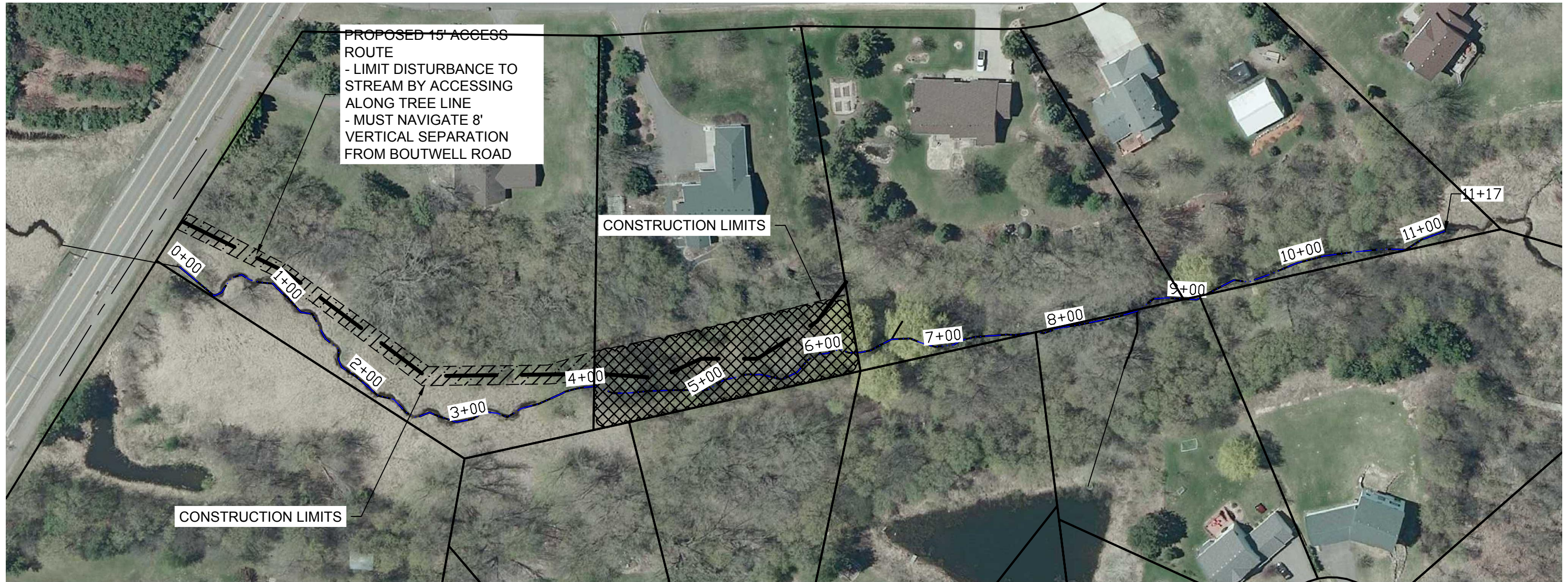
EOR Emmons & Olivier Resources, Inc.
 7030 6th Street North
 Oakdale, MN 55128
 Tele: 651.770.8448
 www.eorinc.com



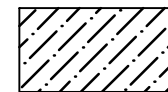
LONG LAKE TRIBUTARY HEADCUT STABILIZATION
 STILLWATER, WASH. COUNTY, MN

STREAM HEADCUT

SHEET 05 OF 07 SHEETS



MN STATE SEED MIX 34-261: RIPARIAN SOUTH & WEST (TREE CLEARING ZONE)



MN STATE SEED MIX 34-171: WETLAND REHABILITATION (ACCESS ROUTES)

NOTES:

1. PLANT MATERIAL TO BE LOCATED IN THE FIELD BY THE PROJECT ENGINEER.
2. CONTRACTOR TO ALLEVIATE COMPACTION AND DETERMINE MOST SUITABLE SEED BED PREPARATION AND SEEDING METHOD(S) PER PROJECT ENGINEER.

TREE PLANTING SCHEDULE

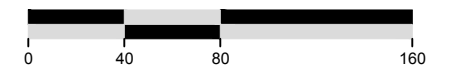
Common Name	Scientific Name	Quantity
<i>Kentucky Coffeetree</i>	<i>Gymnocladus dioicus</i>	2
<i>Swamp White Oak</i>	<i>Quercus bicolor</i>	2
<i>Tamarack</i>	<i>Larix laricina</i>	2

HERBACEOUS PLANTING SCHEDULE

Common Name	Scientific Name	Quantity
<i>Blue Joint Grass</i>	<i>Calamagrostis canadensis</i>	250
<i>Switch Grass</i>	<i>Panicum virgatum</i>	250
<i>Obedient Plant</i>	<i>Physostegia virginiana</i>	100



SCALE IN FEET



File Path: 03/13/2018
 Drawing Name: X:\Clients\WD041_BCD\0302_Diversion_Trib_Headcut_Phase_1\09_GIIS_ProjectName.dwg\CD.dwg
 Xref: P-Base_BM1

6			
5			
4			
3			
2	03/13/2018	KDC	100% BID PLANS
1	01/29/2018	KDC	100% BID PLANS
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.

Kyle Crawford
 KYLE CRAWFORD, P.E.
 DATE: 03/13/2018 LICENSE # 54906

SUBMISSION DATE:
03-13-2018

DESIGN BY: MJM DRAWN BY: KDC

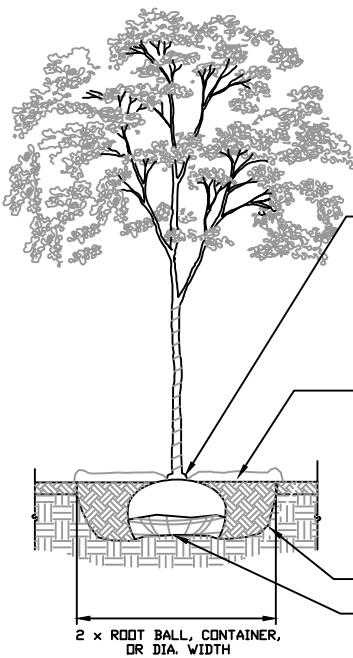
EOR PROJECT NO.
00041-0302

EOR Emmons & Olivier Resources, Inc.
 7030 6th Street North
 Oakdale, MN 55128
 Tele: 651.770.8448
 www.eorinc.com



LONG LAKE TRIBUTARY HEADCUT STABILIZATION
 STILLWATER, WASH. COUNTY, MN
 STATE PROJECT NO. CITY PROJECT NO.

SITE RESTORATION
 SHEET 06 OF 07 SHEETS



THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL TREES IN A PLUMB POSITION THROUGH THE WARRANTY PERIOD. STAKING IS NOT PERMITTED. PRUNE DAMAGED AND CROSSING BRANCHES AFTER PLANTING IS COMPLETE. REMOVE ALL FLAGGING AND LABELING FROM TREE. WATER TREE THOROUGHLY DURING PLANTING OPERATIONS. PLACE BACKFILL IN 8-12" LIFTS AND SATURATE SOIL WITH WATER. DO NOT COMPACT MORE THAN NECESSARY TO MAINTAIN PLUMB. CREATE A SHALLOW RING DEPRESSION AROUND TREE TO RETAIN WATER.

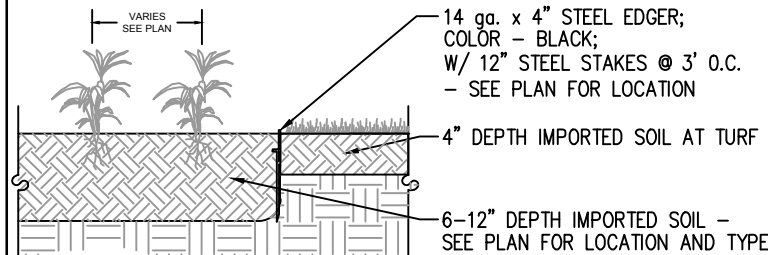
PLANTS SHOULD BE AT THE PROPER DEPTH WHEREBY THE BEGINNING TAPER OF THE ROOT FLARE IS AT THE SAME ELEVATION AS THE FINISHED SOIL GRADE. THIS SHOULD BE THE SAME DEPTH AS THE PLANTS WERE GROWN AT IN THE NURSERY. NOTE THAT THE ROOTS OF BALLED AND BURLAPPED PLANTS ARE UNACCEPTABLE WHEN THEY ARE COVERED BY MORE THAN 4" OF SOIL IN THE TOP OF THE BALL.

MULCH - 3" DEEP - SHREDDED HARD OR SOFT WOOD SHALL BE SUBSTANTIALLY FREE OF MULD, DIRT, SAWDUST, AND FOREIGN MATERIAL AND SHALL NOT BE IN AN ADVANCED STATE OF DECOMPOSITION. THE MATERIAL SHALL PASS A 4 INCH SCREEN AND NOT MORE THAN 20 PERCENT BY MASS OF THE MATERIAL SHALL PASS A .1 INCH SIEVE. MAX. LENGTH OF INDIVIDUAL PIECES NOT TO EXCEED 20 INCHES. NO MULCH TO LAY AGAINST CULLARS. PLANTING SOIL - PER SPEC. 329300.

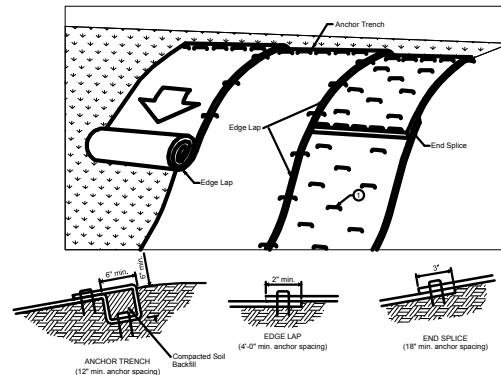
ROOT BALL SET ON MOUNDED SUBGRADE

PROVIDE RODENT PROTECTION ON ALL DECIDUOUS TREES UNLESS OTHERWISE SPECIFIED. ROOT BOUND CONTAINER TREES TO BE SCARIFIED ON THE SIDES AND BOTTOM.

1 DECIDUOUS TREE PLANTING DETAIL
7 NOT TO SCALE



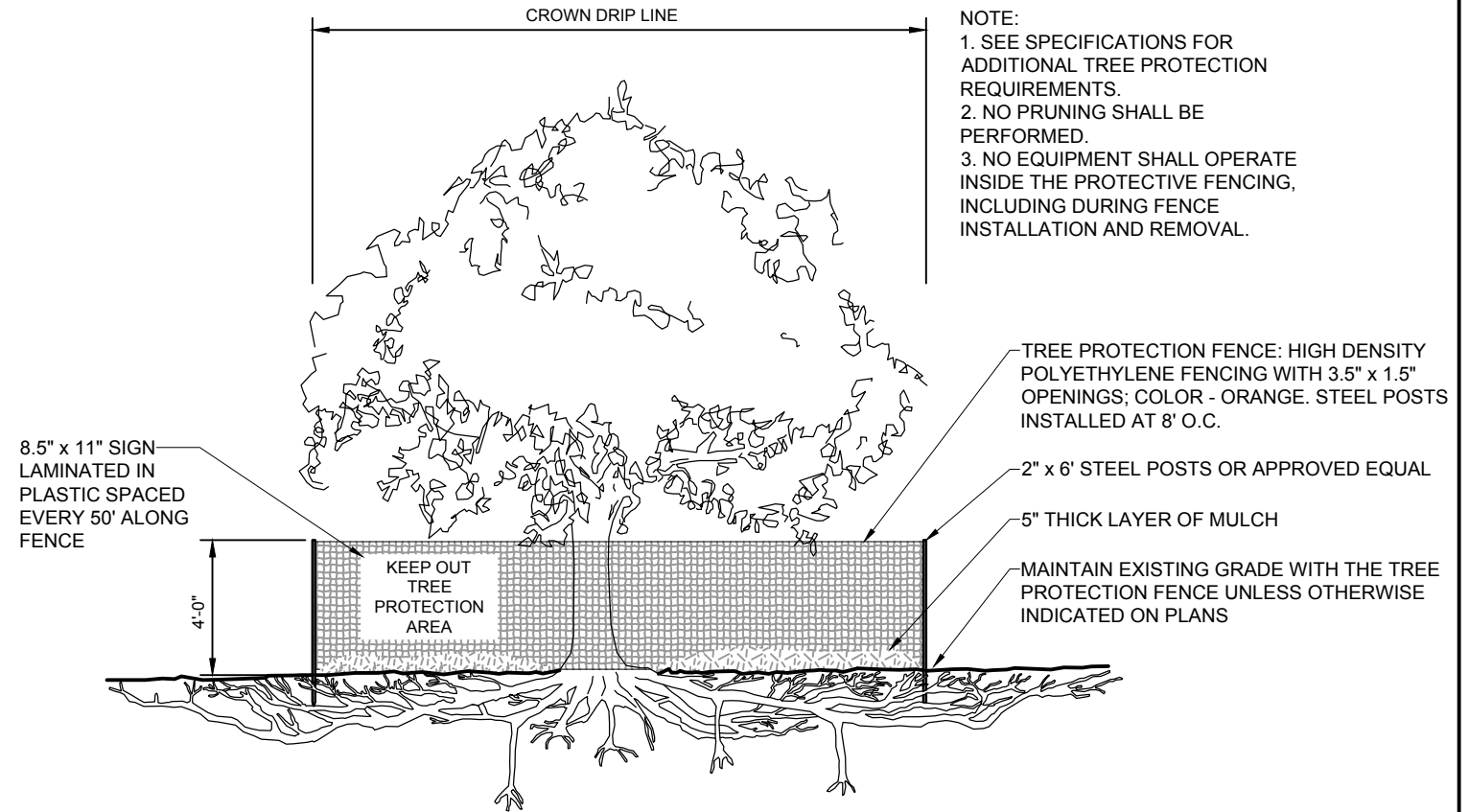
2 PERENNIAL PLANTING & STEEL EDGER DETAIL
7 NOT TO SCALE



NOTES:
1. EROSION CONTROL BLANKET SHALL BE CURLEX NETFREE™.
2. SECURE BLANKET TO GROUND ACCORDING TO MANUFACTURER'S RECOMMENDED ANCHORING PATTERN AND MINIMUM SHOWN IN TABLE 1.
3. SPACE TOP ROW OF STAPLES AT 18 INCH BOTTOM ROW AT 36 INCH CENTERS AND ALL OTHERS AT 24 INCH CENTERS. APPROXIMATELY 28 STAPLES REQUIRED PER SQUARE (100 SQ. FT.) OF EROSION CONTROL MAT.
4. WHERE EROSION GULLIES HAVE DEVELOPED IN BACKSLOPE, FILL WITH SOIL AND CONTRACT PRIOR TO PLACEMENT OF EROSION CONTROL MAT.
5. 4 FEET MINIMUM TO 8 FEET MAXIMUM OR AS SPECIFIED. PLACE STAPLES THE SAME AS FOR SPECIAL DITCH CONTROL.
6. 4 FEET UNLESS SPECIFIED OTHERWISE FOR FORESLOPE PROTECTION.
7. IF EROSION RILL HAS DEVELOPED ADJACENT TO SHOULDER MATERIAL, FILL WITH SUITABLE SOIL AND COMPACT PRIOR TO PLACEMENT OF MAT.

MIN. WIDTH	MIN. ANCHORING
2'-0"	2'-0"
2'-1"	2'-0"
2'-1"	2'-0"
2'-1"	2'-0"

3 EROSION CONTROL BLANKET INSTALLATION
7 NOT TO SCALE



4 TREE PROTECTION DETAIL
7 NOT TO SCALE

34-171 WETLAND REHABILITATION					
Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
Virginia wild rye	Elymus virginicus	3.36	3	56.61%	4.63
fowl bluegrass	Poa palustris	1.12	1	18.89%	47.8
Total Grasses		4.48	4	75.50%	52.43
fox sedge	Carex vulpinoidea	0.22	0.2	3.85%	7.5
path rush	Juncus tenuis	0.18	0.16	3.03%	59
dark green bulrush	Scirpus atrovirens	0.4	0.36	6.70%	60
woolgrass	Scirpus cyperinus	0.09	0.08	1.51%	50
Total Sedges and Rushes		0.9	0.8	15.09%	176.5
nodding bur marigold	Bidens cernua	0.15	0.13	2.45%	1
Water Horehound	Lycopus americanus	0.37	0.33	6.29%	23.15
blue monkey flower	Mimulus ringens	0.04	0.04	0.67%	30
Total Forbs		0.56	0.5	9.41%	54.15
Totals:		5.94	5.3	100.00%	283.08

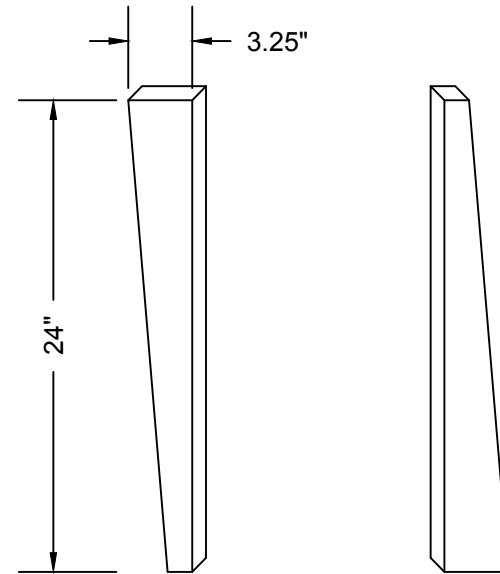
Purpose: Interseeding into establishing wetlands after weed control spraying. Also suitable for two to five year short term soil stabilization for areas with saturated soils.
Planting Area: Statewide

5 MN STATE SEED MIXES
7 NOT TO SCALE

34-261 RIPARIAN SOUTH & WEST					
Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
American slough grass	Beckmannia syzigachne	1.52	1.36	4.30%	24.9
riverbank wild rye	Elymus riparius	0.56	0.5	1.58%	0.53
Virginia wild rye	Elymus virginicus	1.96	1.75	5.56%	2.7
tall manna grass	Glyceria grandis	0.28	0.25	0.80%	6.5
fowl manna grass	Glyceria striata	0.1	0.09	0.29%	3
rice cut grass	Leersia oryzoides	0.18	0.16	0.51%	2
fowl bluegrass	Poa palustris	0.94	0.84	2.66%	40
prairie cordgrass	Spartina pectinata	0.34	0.3	0.96%	0.74
Total Grasses		5.88	5.25	16.66%	80.37
tussock sedge	Carex stricta	0.04	0.04	0.13%	0.8
pointed broom sedge	Carex scoparia	0.07	0.06	0.21%	2
fox sedge	Carex vulpinoidea	0.22	0.2	0.65%	7.5
path rush	Juncus tenuis	0.03	0.03	0.09%	10
dark green bulrush	Scirpus atrovirens	0.13	0.12	0.38%	20
woolgrass	Scirpus cyperinus	0.06	0.05	0.15%	30
Total Sedges and Rushes		0.56	0.5	1.61%	70.3
marsh milkweed	Asclepias incarnata	0.13	0.12	0.38%	0.21
common boneset	Eupatorium perfoliatum	0.03	0.03	0.11%	2
spotted Joe pye weed	Eutrochium maculatum	0.07	0.06	0.18%	2
autumn sneezeweed	Helenium autumnale	0.06	0.05	0.17%	2.5
giant sunflower	Helianthus giganteus	0.08	0.07	0.22%	0.25
spotted touch-me-not	Impatiens capensis	0.06	0.05	0.17%	0.08
great lobelia	Lobelia siphilitica	0.03	0.03	0.09%	5
blue monkey flower	Mimulus ringens	0.01	0.01	0.02%	5.07
Virginia mountain mint	Pycnanthemum virginianum	0.06	0.05	0.16%	4
tall coneflower	Rudbeckia laciniata	0.06	0.05	0.15%	0.25
giant goldenrod	Solidago gigantea	0.02	0.02	0.07%	2
blue vervain	Verbena hastata	0.17	0.15	0.46%	5
bunched ironweed	Vernonia fasciculata	0.07	0.06	0.18%	0.5
Total Forbs		0.84	0.75	2.36%	28.86
Total Cover Crop		28.02	25	79.37%	11.14
Totals:		35.31	31.5	100.00%	190.66

Purpose: Native riparian and floodplain plantings for wetland mitigation, ecological restoration, or general permanent cover after culvert or bridge work. Tolerates partial shade.
Planting Area: Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. Mn/DOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.

6 DEAD STOUT STAKES
7 NOT TO SCALE



NOTES:
1) SHALL BE DERIVED FROM HARDWOOD SPECIES OR APPROVED EQUAL.
2) DRIVE TO 1" ABOVE GRADE OR REFUSAL, AS DETERMINED BY ENGINEER, AND CUT OFF STAKE AT 1" ABOVE GRADE.
3) DEAD STOUT STAKES USED IN CONJUNCTION WITH ALL DeKoWe EROSION CONTROL BLANKET APPLICATIONS.

File Path: 03/13/2018
 Drawing Name: X:\Clients_VD\041_BCD\0322_Diversion_Trib_Headcut_Phase_1\09_GIMS_ProjectName.dwg\CD.dwg
 Xrefs: P-Base_BMH

NO	DATE	BY	REVISION
6			
5			
4			
3			
2	03/13/2018	KDC	100% BID PLANS
1	01/29/2018	KDC	100% BID PLANS

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.
KYLE CRAWFORD, P.E.
DATE: 03/13/2018 LICENSE # 54906

SUBMISSION DATE: 03-13-2018
DESIGN BY: MJM DRAWN BY: KDC
EOR PROJECT NO: 00041-0302

EOR Emmons & Olivier Resources, Inc.
7030 6th Street North
Oakdale, MN 55128
Tele: 651.770.8448
www.eorinc.com



LONG LAKE TRIBUTARY HEADCUT STABILIZATION
STILLWATER, WASH. COUNTY, MN
STATE PROJECT NO. CITY PROJECT NO.

DETAILS
SHEET 07 OF 07 SHEETS

**CONTRACT BETWEEN
BROWN'S CREEK WATERSHED DISTRICT and
MINNESOTA NATIVE LANDSCAPES INC.**

Long Lake Tributary Headcut Stabilization

This contract is entered into by the Brown's Creek Watershed District, a public body with powers set forth in Minnesota Statutes chapters 103B and 103D (BCWD), and Minnesota Native Landscapes Inc., a private Minnesota corporation (Contractor). In consideration of the terms and conditions set forth herein, including mutual consideration, the sufficiency of which is hereby acknowledged, BCWD and Contractor agree as follows:

1. Scope of Work

Contractor will furnish all necessary labor, equipment and materials to construct and install structural and vegetative creek-stabilization measures and conduct limited tree-canopy thinning on an unnamed tributary to Long Lake, along with all necessary associated work, in accordance with the site plans and designs and technical specifications attached hereto as Exhibit A (hereinafter, the Work) and the Contract Documents listed below. The Work will be completed in accordance with the Contract Documents, which consist of the following:

Change orders;

Notice to proceed;

This contract;

Addenda;

Contractor's completed quote form; and

Exhibit A - Construction Documents (7 Sheets) dated 03-13-2018.

In the event of apparent conflict between terms in Contract Documents, interpretive priority will be given to the first-listed document above. Exhibit A is incorporated into this contract and its terms, conditions and schedules are binding on Contractor as a term hereof. Contractor will furnish all materials, machinery, equipment, tools, labor and expertise needed to complete the Work. BCWD, at its discretion, in writing may at any time suspend work or amend the contract to delete any task or portion thereof. Authorized work by Contractor on a task deleted or modified by BCWD will be compensated in accordance with the terms of this contract generally and paragraphs 5 and 7 specifically.

2. Independent Contractor

Contractor is an independent Contractor. Contractor will select the means, method and manner of performing the Work. Nothing herein constitutes Contractor as the agent, representative or employee of BCWD in any respect. Personnel performing

the Work on behalf of Contractor will not be considered employees of BCWD and will not be entitled to any compensation, rights or benefits of any kind from BCWD.

3. Subcontract and Assignment

Contractor may not assign, subcontract or transfer any obligation or interest in this contract or any of the Work without the written consent of BCWD and pursuant to any conditions included in that consent. BCWD consent to any subcontracting does not relieve Contractor of its responsibility to BCWD to perform the Work or any part thereof, nor in any respect affect its warranty, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Work.

4. Warranty and Indemnification

Contractor warrants that it will perform the Work in a proper, workmanlike and good quality manner and that all materials and labor will be in strict conformity in every respect with the Contract Documents. Contractor warrants the completed Work, including all site stabilization measures and vegetation, for one year from the date BCWD determines the Work to be complete. Contractor warrants that it has examined the site to the extent necessary to agree to the price of the Work and accepts any increased cost resulting from changes to the Work in response to site conditions that were foreseeable.

Contractor will defend, indemnify and hold harmless BCWD, its officers, board members, employees and agents from: (a) Contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by Contractor to BCWD. For any claim subject to indemnification under this paragraph by an employee of Contractor or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

BCWD will indemnify, defend and hold harmless Contractor, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by BCWD that is the basis for BCWD's liability in law or equity.

5. Compensation

BCWD will compensate the Contractor on a progress payments basis for completed work and will reimburse direct costs in accordance with the contract. Invoices will be submitted monthly for work performed during the preceding month. BCWD will pay for undisputed work within 35 days of receipt of invoice. Notwithstanding, 5 percent of each invoiced amount will be held by BCWD as

retainage. BCWD will pay interest on retainage or an outstanding amount otherwise not paid during the standard payment period at a rate of 1½ percent per month or part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. No interest penalties will accrue against BCWD if payment is delayed due to a good faith dispute regarding the fitness of the product or service, contract compliance, or any defect, error or omission related thereto. The full retainage plus interest, minus disputed amounts, will be paid to Contractor within 90 days of completion of the Work. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of BCWD. In accordance with Minnesota Statutes section 471.425, subdivision 4a, Contractor will pay any subcontractor within 10 days of Contractor's receipt of payment from BCWD for undisputed services provided by the subcontractor. Contractor will pay interest of 1½ percent per month or any part of a month to a subcontract on any undisputed amount not paid on time to the subcontract. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Contractor will pay the actual penalty due to the subcontract.

Total compensation due under this contract will not exceed \$33,735.00. "Total compensation" means all sums to be paid whatsoever, including but not limited to mobilization, incidental, administrative and overhead costs, subcontract costs and reimbursement of direct costs, whether specified in this contract or subsequently authorized by BCWD.

BCWD will not make final payment until Contractor has provided proof of compliance with state income tax withholding requirements pursuant to Minnesota Statutes section 270C.66. Minnesota Statutes section 290.9705 regarding payment withholding for surety purposes applies if Contractor is an out-of-state Contractor within the meaning of that statute.

Contractor will maintain all records pertaining to fees or costs incurred in connection with the Work for six years from the date of completion of the Work. Any authorized BCWD representative or representative of the Minnesota State Auditor will have access to and the right to examine, audit or copy any such records during normal business hours.

6. Compliance with Laws; Site Control

Contractor will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Work. Contractor will procure all licenses, permits and other rights and approvals required for the Work, except that BCWD has procured the rights necessary to access and use the sites of the Work. Contractor will comply with all relevant provisions of the agreements between the owners of the sites of the Work and BCWD, attached

hereto as Attachments 1 and 2, and with all local requirements as to traffic, staging, site ingress and egress, work hours and site maintenance.

Contractor is responsible for site conditions relating to worker and public safety, cleanliness and environmental protection and in all other respects. Contractor will report to Gopher State One Call before any excavation in accordance with Minnesota Statutes chapter 216 as may be applicable to the Work and is responsible to identify and protect all structures and utilities, whether above or below ground, and for any damage or injury resulting from the failure to do so. Contractor will not injure or destroy any shrub or tree on site except as agreed to by BCWD in writing.

In its performance of the Work, Contractor will ensure that no person is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; and no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise will be subjected to discrimination.

7. Termination; Continuation of Obligations

This contract is in force on execution of both parties and will remain effective until December 31, 2020, unless earlier terminated as set forth herein. BCWD may suspend or terminate this contract with or without cause by a written termination notice stating specifically what prior authorized or additional Work it requires Contractor to complete. If the contract is suspended or terminated for convenience, Contractor will be compensated for all authorized work completed, including reasonable costs for actions directed by BCWD to stabilize the site of the Work. If suspension or termination is for cause, Contractor will stabilize all disturbed work sites before vacating, without extra compensation. Contractor will be given a reasonable opportunity to cure before termination for cause.

It is understood and agreed that insurance obligations; warranties and obligations to defend, indemnify and hold harmless; and document-retention requirements survive the completion of the Work and the term of this contract.

8. Waiver

BCWD's failure to insist on Contractor's strict performance of any obligation, condition or provision of this contract, or to exercise any option, remedy or right herein, will not waive its rights in the future to do so. The waiver of either party on one or more occasion of any provision or obligation of this contract will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring

consent or approval will not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term herein, the contract creates no rights in any third party, and BCWD waives no tort defense, immunity or liability limit with respect to Contractor or any third party.

9. Insurance

At all times during the term of this contract, Contractor will have and keep in force the following insurance coverages:

- A. General liability: \$1.5 million each occurrence and aggregate, covering completed operations and contractual liability on an occurrence basis.
- B. Automobile liability: combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis, \$1.5 million.
- C. Workers' compensation: in accordance with legal requirements applicable to Contractor.

Contractor will not commence work until it has filed with BCWD a certificate of insurance clearly evidencing the required coverages and naming BCWD as an additional insured for general liability, along with a copy of the additional insured endorsement establishing coverage for Contractor's work and completed operations as primary coverage on a noncontributory basis. The certificate will name BCWD as a holder and will state that BCWD will receive written notice before cancellation, nonrenewal or a change in the limit of any described policy under the same terms as Contractor. The certificate will name Emmons & Olivier Resources as additional insureds.

10. Records

All documents and information obtained or generated by Contractor or a subcontract in performing the Work, including hard and electronic copy, software, and in any other forms in which the materials are contained, documented or memorialized, are the property of BCWD.

BCWD may immediately inspect, copy or take possession of any such materials on written request to Contractor. Contractor may maintain a copy of any such materials at its expense.

Any document or information supplied to Contractor by BCWD or deriving from BCWD is given and accepted without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. Absent

BCWD written approval, Contractor will not use any such document or information other than for performance of the Work. Contractor will not disclose to any third party proprietary material so denominated by BCWD.

11. Data Practices; Confidentiality

If Contractor receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) Contractor possesses or has created as a result of this contract, Contractor will inform BCWD immediately and transmit a copy of the request. If the request is addressed to BCWD, Contractor will not provide any information or documents, but will direct the inquiry to BCWD. If the request is addressed to Contractor, Contractor will be responsible to determine whether it is legally required to respond to the request and otherwise what its legal obligations are, but will notify and consult with BCWD and its legal counsel before replying. Nothing in the preceding sentence supersedes Contractor's obligations under this contract with respect to protection of BCWD data, property rights in data or confidentiality. Nothing in this section constitutes a determination that Contractor is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.

Contractor agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by BCWD and so denominated by BCWD. Contractor will not use any such materials for any purpose other than performance of the Work without BCWD written consent. This restriction does not apply to materials already possessed by Contractor or that Contractor received on a non-confidential basis from BCWD or another party.

12. BCWD Property

All property furnished to or for the use of Contractor or a subcontract by BCWD and not fully used in the performance of the Work, including but not limited to equipment, supplies, materials and data, both hard copy and electronic, will remain the property of BCWD and returned to BCWD at the conclusion of the performance of the Work, or sooner if requested by BCWD. Contractor further agrees that any proprietary materials are the exclusive property of BCWD and will assert no right, title or interest in the materials. Contractor will not disseminate, transfer or dispose of any proprietary materials to any other person or entity unless specifically authorized in writing by BCWD. Any property including but not limited to materials supplied to Contractor by BCWD or deriving from BCWD is supplied to and accepted by Contractor as without representation or warranty including but not limited to a warranty of fitness, merchantability, accuracy or completeness. However, Contractor's warranty under paragraph 4, above, does not extend to

materials provided to Contractor by BCWD or any portion of the Work that is inaccurate or incomplete as the result of Contractor's reliance on those materials.

13. Notices

Any written communication to BCWD required under this contract will be directed to:

Karen Kill
455 Hayward Avenue North
Oakdale, Minnesota 55128
651-330-8220 x26

Written communication to Contractor:

Minnesota Native Landscapes Inc.
8740 77th St NE
Otsego, MN 55362
763-295-0010

14. Choice of Law, Venue and Jurisdiction

This contract will be construed under and governed by the laws of the State of Minnesota.

15. Completion of Work


Time is of the essence in the performance of the Work, which must be completed under specific site conditions, as discussed in Exhibit A. The Work may not commence until issuance of a notice to proceed by BCWD. After issuance of the notice to proceed, the Work, except Extended Maintenance, as defined in Exhibit A, must be certified by the Contractor as substantially complete for the purposes intended within seven calendar days. The Extended Maintenance period will commence on substantial completion.

16. Whole Contract

The entire contract between the parties is contained herein and this contract supersedes all oral contracts and negotiations relating to the subject matter hereof. BCWD may amend this contract by means of a proper work change directive clearly denominated as such. Any other amendment must be signed by both parties.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this contract.

Minnesota Native Landscapes


By Amy Schaffer
Its President

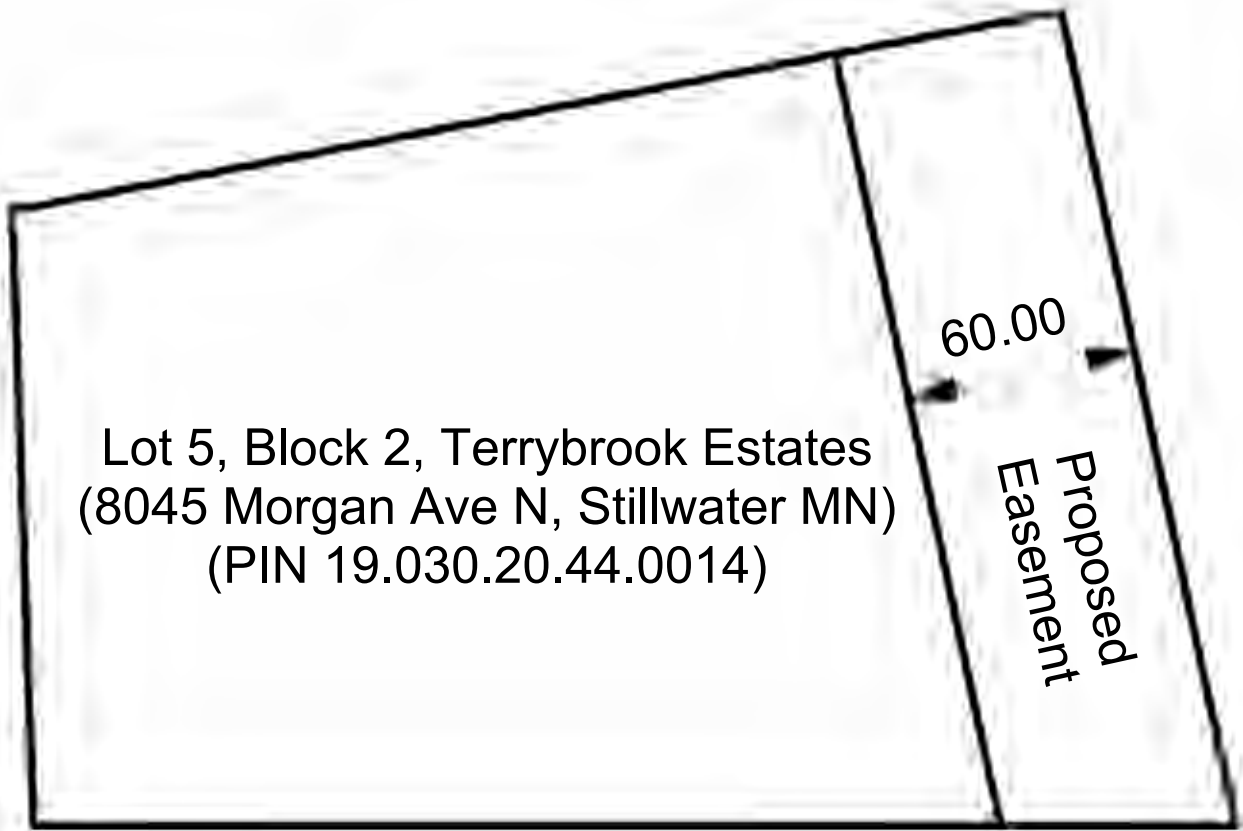
**BROWN'S CREEK
WATERSHED DISTRICT**

By _____
Its _____

Approved as to form and execution

BCWD counsel

EXHIBIT A



Easement Description

The easterly 60.00 feet of Lot 5, Block 2, Terrybrook Estates, Washington County, Minnesota, according to the recorded plat thereof.

N
SCALE IN FEET

0 50 100



w a t e r
e c o l o g y
c o m m u n i t y

**Emmons & Olivier
Resources, Inc.**

651 Hale Avenue North

Oakdale, MN 55128

Tele: 651.770.8448

www.eorinc.com

Receipt # 393382

4149970

EAS \$46.00
CRV Not Required
Exempt from Tax



Return to:
BROWN'S CREEK
WATERSHED DISTRICT
455 HAYWARD AVE N
OAKDALE MN 55128

Certified Filed and/or recorded on:
4/6/2018 1:51 PM

4149970

Office of the County Recorder
Washington County, Minnesota
Jennifer Wagenius, County Recorder
Kevin Corbid, Auditor Treasurer

**ACCESS, CONSTRUCTION AND MAINTENANCE EASEMENT
On the Property of Margaret and Bruce D. Schwartzbauer
Washington County, Minnesota**

THIS EASEMENT is granted by Margaret and Bruce D. Schwartzbauer, a married couple (Schwartzbauers), to the Brown's Creek Watershed District, a special purposes district of the State of Minnesota with powers set forth at Minnesota Statutes chapters 103B and 103D (BCWD).

WITNESS:

A. Schwartzbauers own in fee simple certain real property consisting of 1.27 acres of land, more or less, at 8045 Morgan Avenue North in the City of Stillwater, Washington County, Minnesota, legally described as:

Lot 5, Block 2, Terrybrook Estates

(the Property).

B. BCWD wishes to undertake a construction project incorporating structural and vegetative stream stabilization to establish a more stable flow path for an unnamed creek as it flows onto, through and off the Property (the Project).

C. Completion of the Project will benefit Schwartzbauers by stabilizing and improving the Property and securing against soil loss from erosion, and will contribute to the realization of the public purposes for which BCWD was established by reducing sediment in stormwater runoff draining to the creek;

D. The Project will reduce loading of sediment to downstream resources including McKusick Lake and Brown's Creek by an estimated 22 tons per year and reduce phosphorus loading by approximately 24 pounds annually, improving water quality for the benefit of the public. In addition the Project will protect wetlands immediately upstream of the Project site from degradation caused by existing erosion;

E. The Project will be constructed and maintenance of the Project will occur entirely with a drainage and utility easement conveyed to the City of Stillwater by annotation of the plat for Terrybrook Estates and recorded in the office of the Washington County recorder as document number 570064 on May 5, 1988, and the City of Stillwater, by signature below of its duly authorized representative, acknowledges and affirms that the Project and exercise of the easement rights conveyed by Schwartzbauers to BCWD herein will not impair, damage or otherwise interfere with Stillwater's continuing rights in the drainage and utility easement; and

F. BCWD has requested and Schwartzbauers have agreed to grant to BCWD an easement over the Property providing BCWD with the right to access and use the Property to construct and maintain the Project, and this easement is conveyed pursuant to the agreement for creek stabilization and grant of easement, entered into by the parties at the same time as and providing for the grant of this easement.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Grant of Easement. Schwartzbauers hereby grant and convey to BCWD, its contractors, agents, successors and assigns a perpetual easement (the Easement) over, under, upon and across that portion of the Property delineated and labeled on Exhibit 1, attached hereto and incorporated herein (the Easement Area), for purposes of access for implementation and construction, construction and maintenance of the Project. The easement includes the right of ingress and egress and to pass over and through the Easement Area on foot and using motorized equipment for staging of construction, construction and maintenance, and the right to plant, install stabilization techniques, alter the existing grades and perform grading and filling, then, subsequent to construction, to inspect, monitor, reconstruct and otherwise maintain the Project on the Property, including but not limited to correction of erosion and structural problems observed to ensure stability of the Easement Area, maintenance or replacement of plantings; seeding and reseeded to maintain ecological health and function; removal of invasive species and weeds as necessary to achieve the intended purposes of the Project. The rights granted hereby include the right to lay and maintain temporary utilities across or above the surface of the Easement Area for purposes of construction and maintenance of the Project.

2. Restrictions on Schwartzbauers' Use of Easement Area. Schwartzbauers will not use the Easement Area or permit the construction of any improvements within the Easement Area in any manner that would damage or interfere with the function or physical structure of the Project. Specifically, Schwartzbauers will not alter or allow alteration of any grade-control structures or any filling or grading of land or construction of structures within the Easement Area to ensure the Project continues to protect water quality and moderate flow in the creek. Weeds may be hand-pulled or spot-treated with herbicide according to instructions on the herbicide label. Schwartzbauers will not mow or otherwise disturb vegetation, apply fertilizer to, or dispose of yard or other waste in the Easement Area.

3. No Public Access or Use; Schwartzbauers' Reserved Rights. No right of access or use is granted to the general public to the Property by this Easement. Schwartzbauers may use and enjoy the Easement Area for any purposes and engage in or allow others to engage in all activities or uses and enjoy all rights accruing from their ownership of the Property, subject to the restrictions stated herein and the right of BCWD to use the Easement Area for the purposes herein expressed. Schwartzbauers retain the right to sell or transfer all or part of the Property subject to the Easement. Schwartzbauers will inform all others who exercise any right on the Property by or through Schwartzbauers of the requirements and constraints imposed by the Easement, and will take any other steps as necessary to ensure that the terms of the Easement are met.

4. Conduct of the Project; Property Condition. All activity by BCWD on the Property will be conducted in a safe and workmanlike manner at BCWD's sole cost. In the event the Easement Area or Property is damaged by the activities of BCWD or its contractors, agents or assigns pursuant to the exercise of any of BCWD's rights under the Easement, BCWD will promptly repair or restore the Property to the extent reasonably practicable. BCWD will repair, seed or plant disturbed or damaged areas with vegetation suitable for the intended uses of the Property. On completion of the Project, BCWD will restore the Easement Area to materially the same condition as existed prior to the commencement of construction, except to the degree that the Easement Area and Property are improved by the Project.

5. Inspection and Enforcement. BCWD representatives, agents and contractors may enter the Easement Area at reasonable times to monitor activities on and uses of the Easement Area. In acting under this paragraph, BCWD will not unreasonably interfere with Schwartzbauers' use and quiet enjoyment of the Property. BCWD may act to prevent or remedy all activities and uses of the Easement Area not consistent with the terms of the Easement. BCWD will remain responsible for its legal fees and related expenses for any unlawful action taken by BCWD, its employees, agents or contractors.

6. Notice. BCWD may access the Easement Area and undertake work in accordance with and under the terms of the Easement at any time, but after completion of

construction of the Project, BCWD will notify Schwartzbauers by telephone or email at least 24 hours prior to commencement of any exercise of BCWD's further rights under the Easement.

7. Regulatory Authorities Not Affected. The Easement does not replace or diminish the regulatory authority of BCWD or any other public body, as may apply to the Property or any activity within it.

8. Title. Except as expressly stated otherwise herein, Schwartzbauers represent and covenant with BCWD that Schwartzbauers own fee title to the Property; have the sole right to grant and convey the easement to BCWD; that there are no unrecorded mortgages, contracts for deed or other encumbrances that would prevent the establishment of the Easement or the use thereof by BCWD for the purposes described herein; and Schwartzbauers will indemnify and hold BCWD harmless for any breach of the foregoing covenants.

9. Insurance. Schwartzbauers remain solely responsible for maintaining liability and other insurance for its own uses of and authority over the Property.

10. Running with the Land. The Easement, rights and privileges hereby granted, the restrictions and obligations hereby imposed, and the agreements contained in this Easement will be easements, restrictions and covenants running with the land in perpetuity and will inure to the benefit of and be binding on the parties hereto and their respective heirs, successors and assigns including but not limited to all subsequent owners of any portion of the Property and all persons claiming under them.

11. Notices. Except as otherwise specifically provided herein, all notices required or permitted under this Easement will be in writing and will be deemed delivered when personally delivered, delivered by documented courier delivery or mailed by United States registered or certified mail, return receipt requested, at the address appearing below or to such other address as each party may designate by a written notice to the other.

If to Schwartzbauers: Margaret & Bruce D. Schwartzbauer
8045 Morgan Avenue North
Stillwater MN 55082
schwartzbauer1@comcast.net

If to BCWD: Brown's Creek Watershed District
Attn: Administrator
455 Hayward
Oakdale MN 55128
Karen.kill@mnwcd.org

12. Severability. If any one or more of the provisions of this Easement, or the applicability of any such provision to a specific situation, will be held invalid or unenforceable, such provision will be modified to the extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this agreement and all other applications of any such provision will not be affected thereby.

13. Governing Law. This easement will be construed and governed by the laws of the State of Minnesota.

14. No Waiver of Immunity. No provision of this Easement will be interpreted as a waiver of any statutory or common law immunity from or limitation of liability available to BCWD, all such immunities and limitations being expressly reserved by BCWD.

15. Recording. BCWD may, at its expense, record and rerecord this Easement.

(Signature pages follow.)

IN WITNESS WHEREOF, the undersigned execute this easement, intending to be legally bound.

Schwartzbauers

Margaret M. Schwartzbauer
By Margaret Schwartzbauer

Date: 11/24/17

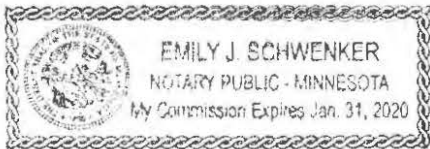
and

Bruce D. Schwartzbauer
By Bruce D. Schwartzbauer

Date: 11-24-17

STATE OF MINNESOTA
COUNTY OF WASHINGTON

This instrument was acknowledged before me this 24 day of November, 2017, by Bruce D. and Margaret Schwartzbauer, a married couple.



Emily J. Schwenker
Notary Public

Brown's Creek Watershed District

Karen Kill
By Karen Kill
Its administrator

Date: 4/6/2018


STATE OF MINNESOTA
COUNTY OF WASHINGTON

This instrument was acknowledged before me this 6 day of April, 2018, by Karen Kill, as administrator of the Brown's Creek Watershed District, a special purposes district of the State of Minnesota with powers set forth at Minnesota Statutes chapters 103B and 103D, on behalf of the district.



Michael John Eschenbacher Welch
Notary Public

City of Stillwater



By Ted Kozlowski
Its Mayor

Date: March 6, 2018

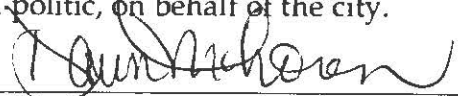


By Diane F. Ward
Its City Clerk

Date: March 6, 2018

STATE OF MINNESOTA
COUNTY OF WASHINGTON

This instrument was acknowledged before me this 6th day of March by Ted Kozlowski, and Diane F. Ward as Mayor and City Clerk of the City of Stillwater, a Minnesota charter city and body corporate and politic, on behalf of the city.



Notary Public

Drafted by:
Smith Partners PLLP - MJW
400 Second Avenue S, Suite 1200
Minneapolis Minn 55401

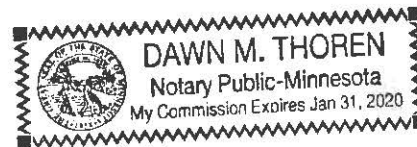


EXHIBIT 1

Easement Area

See Exhibit A

EXHIBIT A



LOT 5, BLOCK 2, TERRYBROOK ESTATES
(8045 MORGAN AVENUE NORTH, STILLWATER, MN
(PIN 19.030.20.44.0014))

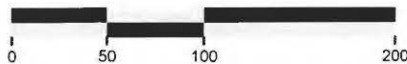
POINT OF BEGINNING

Easement Description

That part of Lot 5, Block 2, Terrybrook Estates, Washington County, Minnesota, according to the recorded plat thereof, lying Easterly of a line beginning at a point on the Southerly line of said Lot 5 distant 60.00 feet from the Southeasterly corner of said Lot 5 and ending at a point on the Northerly line of said Lot 5 distant 60.00 feet from the Northeasterly corner of said Lot 5.



SCALE IN FEET




CONSENT AND SUBORDINATION

Mortgage Electronic Registration Systems, Inc.
as nominee for U.S. Bank National Association

MERS, a Delaware corporation, the holder of a mortgage dated March 26, 2015, filed for record with the office of the recorder of Washington County, Minnesota, on March 27, 2015 as Document No. 4019790, hereby consents to the recording of the easement to which this consent and subordination is attached and agrees that its rights in the property affected by the easement will be subordinated thereto.

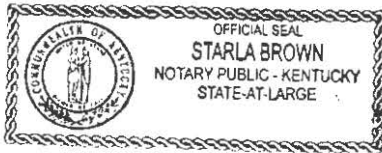
IN WITNESS WHEREOF, MERS, a ~~Minnesota~~ ^{Delaware} corporation, has caused this consent and subordination to be executed this 21st day of February, 2018.


Mortgage Electronic Registration Systems, Inc.
as nominee for U.S. Bank National Association
a Delaware corporation

By: 
Charyce Harper
Its: Assistant Secretary

STATE OF Kentucky)
)ss.
COUNTY OF Daviess)

The foregoing instrument was acknowledged before me this 21st day of February, 2018 by Charyce Harper, as Assistant Secretary of Mortgage Electronic Registration Systems, Inc. as nominee for U.S. Bank National Association.




Notary Public: Starla Brown #569131
November 28, 2020