



## **2013 Residential Stormwater Best Management Practices (BMP) Cost Share Summary and Guidance**

**Deadline to Apply - May 31<sup>st</sup>, 2013 at 4:30 pm**

### **Overview**

The Minnehaha Creek Watershed District (MCWD) offers funds to help pay for projects that manage the quantity and improve the quality of stormwater runoff in order to help protect and enhance the lakes, streams, and wetlands within the watershed.

### **Eligibility**

Single Family Home residential property owners, located within the boundaries of the Minnehaha Creek Watershed District are eligible for funds through this program. **\*Funding will not be considered if the project is being required by any governmental entity\***

### **Funds Available**

The MCWD offers funding for up to **50% of the cost of the project, up to \$2,500**. Requests for additional funding will be considered on a case-by-case basis and will require approval by the MCWD Board of Managers.

### **Eligible Expenses and Projects**

The MCWD will evaluate each proposal to determine eligible expenses. Eligible expenses include design, materials and labor. Proposed projects must be above and beyond any governmental requirements. **Any work completed before the Cost Share Funding Agreement is signed will not be eligible for funds.** Examples of eligible projects include, but are not limited to:

- Raingardens
- Pervious pavement
- Green roofs
- Tree trenches
- Infiltration basins
- Infiltration trenches
- Any other innovative stormwater volume reduction and runoff management practice

### **Evaluation Criteria**

Project proposals will be evaluated based on the following criteria:

- Water Quality: Does the project reduce the rate or volume of runoff or promote the infiltration of runoff?
- Soil Erosion Control: Does it reduce erosion or reduce sedimentation in downstream waters?
- Wildlife Habitat: Does it improve wildlife habitat through native plantings or restoration efforts that are consistent with the natural hydrology/geography of the area?
- Innovative Techniques: Does it provide a new solution with potential to be duplicated elsewhere?
- Collaboration: Does it demonstrate strong partnerships and/or local citizen support?
- Public Outreach: Is the site publically visible? Is the property owner willing to participate in public outreach or education opportunities?

## Cost Share Funding Agreement and Permitting

Each project approved for funding will enter into a ten-year Cost Share Funding Agreement defining the obligations of the MCWD and the property owner. **Please see the EXAMPLE Cost Share Funding Agreement on page 5 of this document for those specific obligations.** The agreement will be modified as necessary to account for project specific requirements. The property owner is responsible for obtaining all necessary permits for the project. Cost Share Staff may assist the property owner in securing any permits required through the MCWD.

## Cost Share Program Process

The following is the typical process for participating in the Stormwater BMP Cost Share Program. **The items highlighted in blue are the responsibility of the property owner.** All others are the responsibility of Cost Share Staff.

1. Property owner prepares Cost Share Application or arranges design services for the project.
2. Property owner submits complete Cost Share application to Cost Share Staff.
3. Cost Share Staff reviews application for consistency with Stormwater BMP Cost Share Program's goals and criteria and requests additional information if necessary.
4. Complete proposals are presented to the MCWD Citizens Advisory Committee (CAC) for review and approval on **June 20, 2013**.
5. Cost Share Staff notifies property owner if the project has been approved for funding.
6. Cost Share Staff approves final design for installation of project.
7. Cost Share Staff drafts Cost Share Funding Agreement.
8. Property owner signs Cost Share Funding Agreement.  
**Work can begin only AFTER Cost Share Funding Agreement is signed by property owner!**
9. MCWD District Administrator signs Cost Share Funding Agreement.
10. Property owner arranges for the installation of the project, obtains any necessary permits, and arranges for the locating of utilities.
11. Property owner contacts Cost Share Staff prior to excavation of project.
12. Cost Share Staff oversees/inspects installation, assists property owner if self-installing.
13. Property owner keeps log of hours worked (if performing work themselves), saves all receipts from project costs and contacts Cost Share staff upon completion of project.
14. Cost Share Staff performs final inspection, approves project installation, and explains long term maintenance responsibilities of the project.
15. Property owner submits **original** receipts for project costs to Cost Share staff for reimbursement.
16. Payment is made to the property owner according to provisions in the Cost Share Funding Agreement.
17. Property owner assumes long-term maintenance of the project according to provisions in the Cost Share Funding Agreement.

## Cost Share Application Checklist

A complete application for the 2013 Residential Stormwater Best Management Practices (BMP) Cost Share Program will include the following:

\_\_\_\_\_ Photos of the project area

\_\_\_\_\_ A completed 2013 Stormwater (BMP) Cost Share Application Cover Page

\_\_\_\_\_ A landscaping plan (8.5x11" or 11x17" size), drawn to scale, that shows the following:

- Area in square feet of proposed project
- Total area in square feet of contributing drainage to proposed project
- Area in square feet of contributing drainage to proposed project that is impervious
- An indication of the drainage on the site (arrows, elevations, contour lines, etc.)
- The project location in relation to property lines, surrounding buildings, driveway, roads, steep slopes, significant geographic features, etc.
- Location and identification of proposed vegetation, if any (planting plan)
- Description of soils at project site
- A description of necessary soil amendments or explanation that none are required

\_\_\_\_\_ A cross section illustrating the proposed project (See example on Page 8)

\_\_\_\_\_ Calculations showing the estimated yearly reductions in stormwater runoff as a result of the project

\_\_\_\_\_ An itemized cost estimate of the proposed project **which only includes portions of the project directly related to improvements to water quality** (landowner labor can be included in the cost estimate and can be reimbursed at a rate of \$12.00 per hour)

- Additional landscaping features not associated with the Stormwater BMP should not be included in cost estimate
- Only plants within a raingarden basin can be considered for funding

**\*Note\*** Depending on site and project conditions, the Cost Share Program Specialist may request more information than is listed above. The more detailed the plan and cost estimate, the better prepared MCWD Staff and the Citizens Advisory Committee will be to determine if the project merits funding.

## MCWD Cost Share Staff

Cost Share Staff are the primary support resource for any issues regarding the program. Feel free to contact the MCWD Cost Share Program Specialist with any questions regarding your specific project.

### Cost Share Staff

Joe Barten  
Cost Share Program Specialist  
[jbarten@minnehahacreek.org](mailto:jbarten@minnehahacreek.org)  
(952) 641-4523

### Applications can also be sent via US mail to:

Cost Share Program Specialist  
Minnehaha Creek Watershed District  
18202 Minnetonka Boulevard  
Deephaven, MN 55391

**2013 Residential Stormwater Best Management Practices (BMP)  
Cost Share Application Cover Page**

**CONTACT INFORMATION (Please Fill Out Completely)**

Property Owner Name:			
Mailing Address:	City:	State:	Zip:
Organization:			
Phone:	Email:		
Project Location: (if different from above address):			
How you heard about the program:			

**PROJECT NARRATIVE: (Why do you want to do this project and what has led you to this point?)**

**BENEFITS OF THE PROJECT AS THEY PERTAIN TO THE COST SHARE EVALUATION CRITERIA: (See Evaluation Criteria on page 1)**

**PUBLIC OUTREACH:** Would you allow a small sign to be placed near the project? Yes \_\_\_\_\_ No \_\_\_\_\_

**PERMITTING:** Does this project require a Minnehaha Creek Watershed District Permit? Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

**AUTHORIZATION:**

I certify to the best of my knowledge and belief that the information contained in this application is true, complete and accurate.

**Name of Property Owner** \_\_\_\_\_

**Signature of Property Owner** \_\_\_\_\_ **Date** \_\_\_\_\_

DRAFT  
MINNEHAHA CREEK WATERSHED DISTRICT  
Stormwater Best Management Practices (BMP)  
Cost-Share Funding Agreement

Minnehaha Creek Watershed District and  
*[insert name(s) of property owner(s)]*

This agreement, entered into to support collaborative water-resource protection and education and outreach efforts, is made between the Minnehaha Creek Watershed District (MCWD) and *[insert names]* (together, Landowner), fee title owner of the property at *[insert address]* on which work is to be performed (the Property).

1. Scope of Work. Landowner will construct *[BMP(s) to be constructed or installed]* stormwater-runoff best management practice[s] at the Property (the Project). The Project will be constructed in accordance with final designs and plans signed and submitted by Landowner or by a contractor on behalf of the Landowner, and approved for cost-share purposes by the MCWD. The final designs and plans for the Project become a part of this agreement and are incorporated herein as Exhibit A. Landowner is responsible for obtaining all required permits and approvals, including an MCWD permit (if required), and for complying with all laws, including laws requiring location of buried utilities prior to land disturbance. MCWD representatives may enter the Property at reasonable times to inspect the work and determine compliance with this agreement.
2. Contractor. Landowner will select a contractor or contractors for the Project and ensure construction of the Project in substantial conformity with Exhibit A. In contracting for construction of the Project, Landowner will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination.
3. Reimbursement. When the MCWD determines that installation has been completed in accordance with Exhibit A and the MCWD has received all invoices and/or receipts documenting the Project costs, along with any completed reimbursement forms required by the MCWD, the MCWD will reimburse Landowner up to a total of \$\_\_\_\_\_ or \_\_\_\_\_ percent of the total Project cost, whichever is less.
4. Signage; Public Access; Publicity. The MCWD, at its own cost and in consultation with Landowner, may place and maintain appropriate signage on the Property identifying and describing the Project and informing the public of its purposes. On reasonable notice to Landowner, MCWD representatives may accompany members of the public onto the Property to view the Project from time to time. This agreement does not create any right of public entry onto Landowner's property

except as coordinated with Landowner and accompanied by an MCWD representative. In communicating to funding or oversight agencies or in public communications about MCWD programs, the MCWD may cite the Project and its location and may depict the Project in text, photographs or other media.

5. Maintenance. Landowner will maintain the Project for 10 years from the date of Landowner's final submittal for reimbursement in accordance with the terms of the maintenance schedule attached to and made part of this agreement as Exhibit B. If Landowner fails to maintain the Project in conformity with Exhibit B, the MCWD will have a right to the return of reimbursement paid under this agreement, unless the MCWD determines that the failure was caused by reasons beyond Landowner's control or that the Landowner notified the MCWD in accordance with paragraph 6 then conveyed the Property. The MCWD and its representatives may enter the Property at reasonable times to inspect the condition of the Project and confirm proper maintenance.

6. Sale of the Property. After receiving reimbursement under paragraph 3, Landowner will notify the MCWD at least 30 days before Landowner conveys the Property and will facilitate communication between the MCWD and the purchaser of the Property to help ensure continued maintenance of the Project.

7. Timeline and Term; Survival of Obligations. This agreement is effective when executed by all parties and expires two years thereafter. Landowners' obligations that have come into being before termination, specifically including obligations under paragraphs 4, 5, 6 and 9, will survive expiration. The MCWD retains the right to void the agreement if the construction of the Project is not completed by \_\_\_\_\_ [*deadline date*]. After MCWD notifies Landowner that it intends to void this agreement because of Landowners' failure to complete, Landowner will not be eligible to receive reimbursement for work subject to the agreement unless the MCWD extends, in writing, the construction-completion period.

8. Notices. Any written communication required under this agreement will be addressed to the other party as follows, subject to written notice of a change of address:

To the MCWD:  
Cost-Share Program Specialist  
Minnehaha Creek Watershed District  
18202 Minnetonka Boulevard  
Deephaven MN 55391

To Landowner:  
*[insert Landowner name and address]*

9. MCWD Role; Indemnification. The MCWD's role under this agreement is solely to provide funds to support the Project. Review of any design or installation by the MCWD or its representative is solely for the purpose of establishing accountability for MCWD funds expended. Landowner remains fully responsible for the means, method and manner of designing, constructing and operating the Project. Neither the Landowner nor the Landowner's contractor acts as the agent or representative of the MCWD in any manner. Landowner will indemnify, defend and hold harmless the MCWD, its officers, board members, employees and agents from any and all claims, actions, costs, damages and liabilities of any nature to the degree they are the result of action or inaction by Landowner or its contractor that is the basis for liability in law or equity.

10. Waiver and Rights. The MCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, the MCWD waives no immunities in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

Intending to be bound, the parties execute and deliver this agreement.

LANDOWNER

----- Date:  
Name: -----

----- Date:  
Name: -----

APPROVED AS TO FORM & EXECUTION

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District Counsel

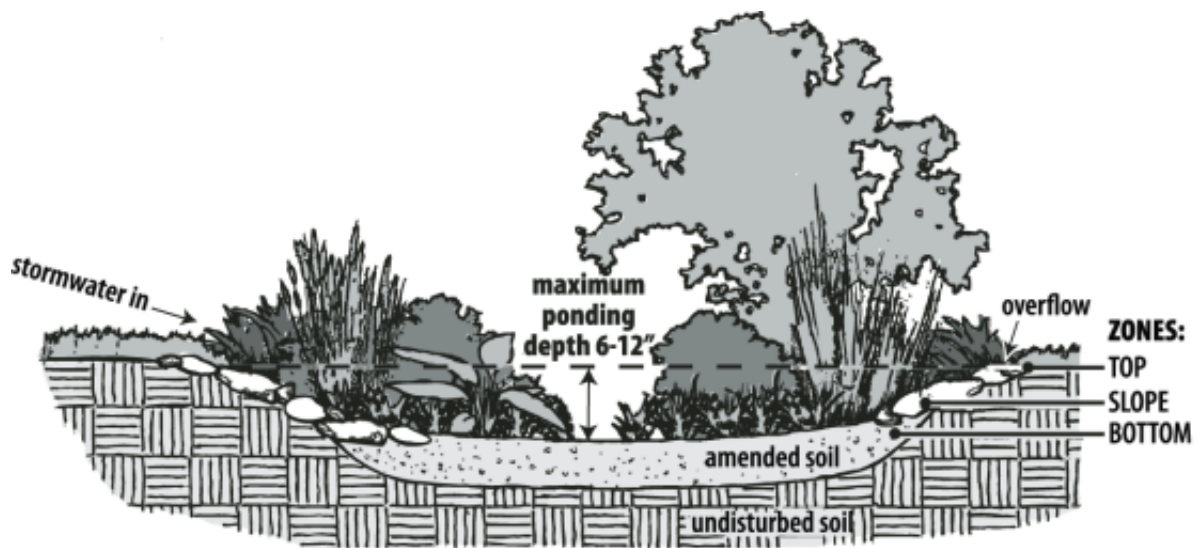
MINNEHAHA CREEK WATERSHED DISTRICT

By: ----- Date:  
Administrator

## Exhibit A

(Project specific final plans and cost estimate, submitted by property owner, to be attached here)

EXAMPLE Raingarden Cross Section





## **Exhibit B**

### **Maintenance Plan & Schedule**

(Project specific maintenance narrative, maintenance schedule, and reporting requirements, which will vary with each individual project)

**Buffer Areas.** Buffer areas described in the Site Plan and Work Plan attached as Exhibit A to the agreement must be maintained as follows:

- a. The buffer will be maintained in perpetuity free from mowing and other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, the placement of structures, or any other alteration that impedes the function of the buffer in protecting water quality, shading riparian edge areas, moderating flow into an adjacent wetland or waterbody or providing habitat.
- b. As feasible, upland plantings will be subject to annual controlled burning to eliminate invasive species; where burning is not feasible, upland plantings will be mowed to control invasive species. Invasive vegetation will be destroyed by spot treatment; herbaceous vegetation 24 inches tall or more will be mowed to a height of 16 inches.
- c. Upland plantings will be replaced and seeded areas will be reseeded as necessary each spring to maintain ecological health and function and in accordance with a written proposal or plan prepared by the *[Landowner/Landowner]* and approved by MCWD staff.

**Stormwater Management Facilities.** Stormwater management facilities described in the Site Plan and Work Plan attached as Exhibit A to the agreement must be maintained as follows:

- a. Stormwater retention and detention ponds. *[Landowner/Landowner]* will inspect all ponds at least annually. Pond function will be considered inadequate if sediment accumulation has decreased the wet storage volume by 50 percent, or dry detention volume by 25 percent. *[Landowner/Landowner]* will restore the basin to its original design elevations and dimensions and restore vegetation in disturbed areas within one year of the inspection date.
- b. Vegetated swales. *[Landowner/Landowner]* will maintain naturally vegetated swales free from mowing or other vegetative disturbance, fertilizer application, yard or other waste disposal, the placement of structures or any other alteration that impedes the function of the vegetated swale.
- c. Other stormwater facilities. *[Landowner/Landowner]* will inspect grit chambers, sump catch basins and sump manholes in the spring, summer and fall, and outlet structures, culverts and other stormwater facilities annually. Accumulated sediment and debris will be removed so that the facility continues to operate as designed. Erosion or structural problems will be corrected.

**Pervious Pavers and Pervious Concrete.** The primary maintenance requirement for permeable pavers is to remove debris and dirt from the surface. Fine debris and dirt accumulate in the openings and reduce the pavement's permeability. Routine maintenance is essential to reduce clogging over time. Pervious pavement areas described in the Site Plan and Work Plan attached as Exhibit A to the agreement must be maintained as follows:

- a. Limit the amount of leaves, tree litter, and grass clippings on the permeable pavement by sweeping or blowing them off the surface as necessary. This will reduce the amount of material available to clog the surface of the pavement.
- b. Inspect at least once each year after a major storm and otherwise annually for clogging of the surface. To remedy clogging, vacuum surface openings in dry weather to remove dry, encrusted sediment as necessary; alternatively, use a high-pressure washer to restore permeability of the surface. If necessary, add additional aggregate fill material made up of the same clean materials used in the original installation.
- c. In larger applications, conventional street sweepers equipped with vacuums, water, and brushes can be used to restore permeability for driveways and are recommended for maintenance of parking lots. Vacuum sweep ideally four (4) times a year, properly disposing of the removed material.
- d. Damaged interlocking paving blocks that impair the structural integrity of the surface should be replaced. If water stands for an extended period of time, *[Landowner/Landowner]* will remove and replace the base materials.
- e. Avoid the use of de-icing chemicals and sand. By observation, many pervious pavements eliminate ice buildup because melt water can drain through the surface.

You can increase the longevity of the system by following the maintenance schedule for vacuum sweeping and high-pressure washing, restricting the area's use by heavy vehicles, limiting the use of de-icing chemicals and sand, and implementing a stringent sediment control plan.

**Raingardens.** The primary maintenance requirement for rain gardens is that of inspection and repair or replacement of the garden's components, plants and mulch. Generally, this involves routine maintenance similar to any landscaped area. Raingardens described in the Site Plan and Work Plan attached as Exhibit A to the agreement must be maintained as follows:

- a. Raingarden plants should receive approximately 1" of water per week during the growing season for the first two years after planting. During years 3 and 4, the plants need only be watered in times of drought. Watering should occur in the morning hours. *[Landowner/Landowner]* will manually water as necessary to supplement rainfall.
- b. Visually inspect and repair erosion yearly. Use small stones to stabilize erosion along drainage paths and re mulch any void areas as needed.
- c. *[Landowner/Landowner]* will inspect annually; keep clean of excess sediment and debris. *[Landowner/Landowner]* will replace the top two to five inches of media as

necessary if raingarden is not sufficiently draining, so as not to impede filtration of sediment and oils.

- d. Remove and replace all dead and diseased plantings as necessary each spring to maintain ecological health and function.
- e. Prune excess growth annually or more often, if desired. Trimmed materials may be recycled back in with replenished mulch. After rainstorms, inspect the cell and make sure that drainage paths are clear and that ponding water dissipates over 24 hours. (Water may pond for longer times during the winter and early spring.)
- f. Weed regularly, as needed.

**Green Roof.** The green roof described in the Site Plan and Work Plan attached as Exhibit A to the agreement must be maintained in accordance with specifications provided by the installer and/or manufacturer to ensure continued function in accordance with design and construction specifications. Relevant specifications and documentation of continued function must be provided to the MCWD.

**Reporting.** *[Landowner/Landowner]* will submit to the MCWD annually a brief written report that describes the maintenance activities performed under the Agreement to which this Exhibit is attached, including dates, locations of inspection, maintenance activities performed and photographs of the Project.