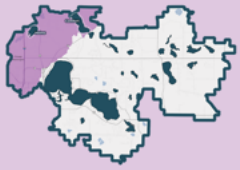
**MEMORANDUM**
Comfort Lake-Forest Lake Watershed District

**Date:** November 3, 2026
**To:** CLFLWD Board of Managers
**From:** Mike Kinney, District Administrator
**Subject:** East Comfort Pond Project Engineering Scope of Work




**Background/Discussion:**
The East Comfort Pond Project was ordered at the August 13th Board Meeting. This project is funded by a Green Infrastructure Grant from the Board of Water and Soil Resources (BWSR) in the amount of $225,800. The District must provide a minimum match equal to 10% of the grant spend, and District staff time is estimated to cover the entire match requirement.

At the same Aug 13th meeting, Emmons and Oliver Resources (EOR) presented an engineering scope of work for the project. The Board approved only the first two elements of the scope, citing concerns about spending grant funds on engineering before all unknowns about permitting had been vetted, and landowner agreements were developed.

Since then, EOR has completed the project wetland delineation, consulted with the Wetland Conservation Act (WCA) local government unit (LGU), and submitted wetland permits for review. In addition, District staff and EOR have met with the landowners on two separate occasions to discuss the project. Both landowners have expressed much support for the project and are currently reviewing the project access landowner agreements developed by staff and District legal counsel. We anticipate having signed copies of these project access agreements by the time of the November 19th board meeting.

In addition, staff have worked with legal counsel and the City of Wyoming to put in place a memorandum of agreement (MOA) for the project. This agreement details the partnership between the City and CLFLWD in implementing and maintaining this project. The Wyoming City Council approved and signed the MOA at their 11-4-26 Council meeting. The MOA (drafted by CLFLWD legal counsel) requires signature by the District as well.

As such, staff feel that all concerns discussed at the Aug 13th board meeting have been satisfied and therefore recommend that the Board approve the remaining tasks from the July 30, 2026 scope of work in a total amount not to exceed $32,717.50 (all elements of the scope, including the two elements approved on Aug 13th).

| Task | Task Description | Task Cost |
|---|---|---|
| 1 | Initial Coordination | $3,445.50 |
| 2 | Wetland and City Permitting | $8,151.50 |

| | | |
|---|---|---|
| 3 | 60% and Final Design Plans and Cost | $7,032.00 |
| 4 | Request for Quote Package | $4,800.00 |
| 5 | Construction Management | $9,288.50 |
| | **Total Engineering Scope of Work** | **$32,717.50** |

**Recommended Action:**
At the August 13th board meeting the board passed a motion to authorize the administrator on advice of counsel to enter into an agreement with EOR in accordance with the July 30, 2026, scope of work in an amount not to exceed $32,717.50, and to authorize only tasks 1 and 2, pending the board's further review of project contingencies.

Proposed Motion 1: Manager _____ moves to authorize tasks 3-5 from the July 30, 2026, scope of work for the East Comfort Pond Project for a total scope amount not to exceed $32,717.50 and to authorize the Vice President to sign the Project Memorandum of Agreement with the City of Wyoming. Seconded by Manager _____.

Proposed Motion 2: Manager _____ moves to authorize the Vice President to sign the Project Memorandum of Agreement with the City of Wyoming. Seconded by Manager _____.

**Attached:**
Engineering Scope of Work
Memorandum of Agreement

# memo

| | | | |
|---|---|---|---|
| **Project Name** \| | East Comfort Lake Pond Feasibility | **Date** \| | 7-30-2026 |
| **To / Contact info** \| | CLFLWD Board of Managers | | |
| **Cc / Contact info** \| | Mike Kinney, District Administrator | | |
| **From / Contact info** \| | Erik Megow, PE – EOR, Inc.<br>Anne Wilkinson, PhD, PE – EOR, Inc. | | |
| **Regarding** \| | 2026 East Comfort Lake Pond Final Design and CMS | | |

The Comfort Lake Forest Lake Watershed District (District) has requested a statement of work for final design, requesting quotes, and construction management services for the implementation of the dredging and enhancement of a stormwater pond that directly drains to Comfort Lake. The pond is located near East Comfort Lake Drive in the City of Wyoming and was originally constructed with the Comfort Lake Estates development around 1996. A feasibility report was completed in July 2026 to show that the project is feasible, met the water quality goals, and was within the budget of the existing grant that CLFLWD had procured.

The following tasks are planned to finalize design plans and costs, assemble a request for quote package, and work with a selected contractor to complete the project.

**Task 1. Initial Coordination**

This initial task will consist of a site visit, initial staking, and design discussion with homeowners to ensure that they understand the design of the reconstructed pond, the extents of disturbance on their properties, and how the site will be accessed for construction.

EOR will work with District and City staff to meet and discuss the project, limits of disturbance, and access with the two homeowners adjacent to the project.

This task assumes one site visit from the Project Engineer to discuss the project with the homeowners and one site visit from our Surveyor to stake the access, drainage easement, and preliminary limits of disturbance. The survey and staking of the drainage easement will be our best approximation. If the City is able to provide staking assistance from a Professional Land Surveyor, that would provide the homeowners with a legal location of the drainage easement.

**Task 2. Wetland and City Permitting**

Following Task 1, a wetland delineation and permitting will be initiated to ensure the project will be successful and that any design changes that are needed can be incorporated into 60% design phase, Task 3.

This task includes permitting for a City of Wyoming Grading plan, a wetland delineation, and no-loss determination for the site work. As stated in the feasibility study, a pre-application meeting with the WCA LGU (City of Wyoming) should take place to ensure a no-loss determination can be achieved and that any wetland impacts meet a De Minimus Exemption.

EOR assumes Section 404 authorization for the expanded footprint will be authorized under NWP 43 should wetland impacts be less than 0.5 acre (including excavation). Expansion of the pond would require pre-construction notification for NWP 43 authorization to the USACE.

**Task 3. 60% and Final Design Plans and Updated Cost**

Task 3 will be used to complete a 60% design update to the feasibility plan set and one round of review from the District Staff. Depending on input from the homeowners in Task 1, the homeowners may need to approve the plans at the 60% design phase if any design changes were requested in Task 1.

After incorporating District and homeowner input, EOR will finalize plans for District and City review and Permitting

The 60% and Final Draft plan set will likely consist of six (6) sheets, including:

- Cover Sheet
- Construction Notes
- Existing Conditions Sheet
- Grading, Erosion Control, and Restoration Sheet
- Up to Two (2) details sheets.

A schedule of estimated quantities (SEQ) and engineer's opinion of probable quantities (EOPC) will be updated for the 60% and Final Design submittals. EOR will also finalize water quality and hydraulic modeling during this Task to ensure the project meets funding goals and that the stabilized overflow will adequately handle a 100-year storm event.

**Task 4. Request for Quote Package and Quote Solicitation**

After Tasks 1 through 4, EOR will assemble a request for quote (RFQ) package for District, City, and legal review. EOR will then refine and update the RFQ package and send it out to at least Five (5) preferred contractors. EOR will work to solicit at least three (3) quote responses and present the recommended quote and contractor to the Board for approval.

**Task 5. Construction Management**

For Task 5, EOR will work with District Staff to execute the oversight of the contractor and construction through the following subtasks:

- Assist District and legal staff with contracting
- Provide review of construction submittals
- Coordinate and lead a pre-construction Meeting
- Conduct up to five (5) site visits for construction oversight
- Conduct a final site visit for close-out and payment application review. EOR estimates that only one (1) payment application review will be needed.
- Provide the City and District with a final As-built plan.

| Task | Task Description | Units/Hours | Expenses* | Total Cost |
|---|---|---|---|---|
| **1** | Initial Coordination | 17 | $101.50 | $3,445.50 |
| **2** | Wetland and City Permitting | 46 | $101.50 | $8,151.50 |
| **3** | 60% and Final Design Plans and Cost | 47 | $0 | $7,032.00 |
| **4** | Request for Quote Package | 28 | $0 | $4,800.00 |
| **5** | Construction Management | 49 | $304.50 | $9,288.50 |
| | **Totals** | **187** | **Included in Total Cost** | **$32,717.50** |

*All expenses listed are for mileage for site visits.

Deliverables:

- Wetland Delineation and No Loss Determinations
- City of Wyoming Grading Permit
- 60% Design Plans and SEQ/EOPC
- Final Design Plans, SEQ/EOPC, and Request for Quote Package
- Quote Solicitation Summary and Award Recommendation for Board Approval
- Construction Management Services, including As-built Drawings

Additional assumptions:

- This scope assumes that minimal changes will be needed from the Feasibility Design Plans.
- The District will coordinate with all landowners to secure access on behalf of EOR for site visits and meetings
- A wetland no-loss determination can be achieved and no wetland mitigation or replacement will be required.
- Any grant administration time/deliverables completed will be completed by the District.

**Recommended Motion**

We recommend the Board approve this 2026 scope of work for EOR to complete the 2026 East Comfort Lake Pond final design, quote solicitation, and construction management services for a total cost of $32,717.50.

# PROJECT AGREEMENT
## City of Wyoming and Comfort Lake-Forest Lake Watershed District

## EAST COMFORT DRIVE POND PROJECT

This Project Agreement ("Agreement") is made by and between the Comfort Lake-Forest Lake Watershed District, a watershed district with purposes and powers as set forth at Minnesota Statutes Chapters 103B and 103D ("District"), and the City of Wyoming, a statutory city in the State of Minnesota ("City") (together, the "Parties").

## Recitals

A. Comfort Lake was recently removed from the MN Pollution Control Agency impaired waters list. On the basis of sampling and field work, the District has determined that the East Comfort Drive drainage system contributes nutrients to Comfort Lake. The system consists of roadway ditches and a manhole, sump, and culvert conveyance that collects stormwater runoff from about eight developed acres within the City and transports it to an unmaintained stormwater pond that discharges to a wetland connected to the lake (all together, the "System"). The District and City wish to cooperate to reduce nutrient loadings conveyed through the System to the lake, and downstream to the Sunrise and St. Croix Rivers.

B. The City, by the Comfort Lake Estates plat filed in the Office of the Chisago County Recorder on February 13, 1996, holds a drainage and flowage easement over the area occupied by the stormwater pond and associated System features. The District, by its consulting engineer, has determined that it is feasible to removed collected sediments from and expand the stormwater pond within the City easement to meet current Minimal Impact Design Standards (MIDS) (the "Project"). The feasibility report indicates that nutrient reductions would be substantial and that the treatment would be cost-effective.

C. The District has provided to the City a 30 percent project design prepared by its engineer. The design is contained in the East Comfort Lake Stormwater Pond Feasibility Summary (July 20, 2026), as Appendix B. The design includes the excavation of accumulated sediments, expansion of the pond footprint to hold additional stormwater, and replacement of the pond outlet. The City has reviewed and, by signing this Agreement, approves the 30 percent design.

D. The District and City enter into this Agreement to establish terms by which the City assigns to the District, non-exclusively, and the District may use, the City easement to construct the Project, and by which the City will incorporate the Project into its MS4 stormwater system and maintain the project as per MS4 standards and the terms of this Agreement, with the intent and understanding that the Agreement is legally binding.

THEREFORE the City and the District agree as follows:

## 1.0 DESIGN

1.1 The District will complete design plans and specifications consistent with the 30 percent design. During the design process, the City, in a timely fashion, will:

(a) Specify reasonable terms and conditions for work within the City easement;

(b) Specify terms to notify the City and allow the City to observe such work;

(c) Give the District all information it possesses regarding subsurface conditions within the easement, and facilitate resolution of any actual or potential conflicts between Project construction or maintenance and third-party facilities;

(d) Otherwise advise the District of any City requirements or interests that may affect the plans, specifications and construction including any technical considerations for the stormwater conveyance system.

The design contract will provide for the designer's warranties and obligation of professional due care to run to the benefit of the City in the same way as it runs to the District.

1.2 During design, the Parties will consult to provide for construction methods and sequencing that allow for the System to continue to function during Project construction. The construction contract will require the contractor to conform to these specifications.

1.3 The District will afford the City the opportunity to review and comment on 60 percent and 90 percent plans, which the City will do promptly. The Parties will consult promptly and in good faith with respect to any concerns the City raises.

## 2.0 CONSTRUCTION

2.1 The District may award a contract to construct the Project and proceed with construction within the easement. The District will manage the construction contract, but will give the City advance notice of all formal pre-construction and construction meetings, which the City may attend. The City will not direct the contractor.

2.2 For work within the City easement, the District's construction contract will require that the contractor:

(a) Name the City as an additional insured for general liability, on a primary and non-contributory basis and for both ongoing and completed operations;

(b) Indemnify the City for the contractor's negligent acts and those of its subcontractors;

(c) Be responsible to locate and protect all utilities;

(d) Provide a performance bond for the completion of the Project;

(e) Comply with local traffic and site control requirements;

(f) Conform to terms the City has specified under paragraph 1.1, above; and

(g) Restore or repair any damage to City facilities resulting from the contractor's activities.

2.3 The District will notify the City on Project completion. The City will accept the work in writing if it has been performed in accordance with the Project plans, or as the City may waive any deviation therefrom.

2.4 Until the District receives the City's notice of acceptance and itself accepts the work, it and its contractor, in accordance with the terms of this Agreement, may perform work on the Project, and may occupy the City easement and public right-of-way along East Comfort Drive, including to stage and operate equipment and vehicles, stockpile excavation and fill materials, store materials, maintain erosion and sediment control practices, and otherwise as necessary or convenient to construct the Project.

2.5 The District assumes no responsibility for any pre-existing environmental condition within the City easement.

## 3.0 MAINTENANCE

3.1 On City and District acceptance pursuant to paragraph 2.4, above, and District delivery to the City of the Project as-built, the City will assume ownership of the System as improved. The City will be responsible to maintain the Project in perpetuity as an element of its MS4 system and in accordance with applicable MS4 standards and practices.

3.2 The District may seed or plant native vegetation within the Project area, including within the area encumbered by City easement. Notwithstanding paragraph 2.4, above, the District may enter the easement for up to three full seasons thereafter to maintain the vegetation. The City may disturb this vegetation as needed to perform work within its easement, but will restore any disturbed area to its prior condition.

## 4.0 COST RESPONSIBILITIES and REMEDIES

4.1 The District will bear all costs to design and construct the Project. The District may seek and apply grants or other third-party funds to defray these costs.

4.2 The City will bear all costs to maintain the Project as part of its MS4 System and in accordance with the terms of this agreement.

4.3 Each party holds harmless, and agrees to indemnify, the other party from and against that portion of any and all liability, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that the indemnified party may incur to the extent due to any negligent act or omission of the indemnifying party or any other act or omission that subjects the indemnifying party to liability in law or equity, in the performance of this Agreement.

4.4 The City holds the District harmless, and agrees to indemnify the District, from and against liability, loss, claim, damage or expense (including reasonable

attorney fees, costs and disbursements) arising from a pre-existing environmental condition on the City easement.

4.5 Notwithstanding subsections 4.3 and 4.4, this Agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party or the other party to this Agreement. This Agreement is not a joint powers agreement under Minnesota Statutes §471.59 and nothing herein constitutes either party's agreement to be responsible for the acts or omissions of the other party pursuant to subdivision 1a of that statute.

4.6 Only contractual remedies are available for the failure of a party to fulfill the terms of this Agreement.

## 5.0 PROJECT REPRESENTATIVES

Each communication under this Agreement will be made to the following representatives:

**District:** Michael Kinney – District Administrator
44 Lake St South, Ste A. Forest Lake, MN 55025
michael.kinney@clflwd.org
651-395-5855

**City:** Robb Linwood – City Administrator
26885 Forest Blvd. Wyoming, MN 55092
rlinwood@wyomingmn.gov
651-462-0575

A party may change its contact by written notice to the other party.

IN WITNESS WHEREOF the parties execute this Agreement by their authorized officers.

**CITY OF WYOMING**

By _____ Date:
Lisa Iverson, Mayor

By _____ Date: 11-4-2026
Robb Linwood, City Administrator

*Approved for form and execution:*

_____
CLFLWD Counsel

**COMFORT LAKE-FOREST LAKE WATERSHED DISTRICT**

By _____ Date:
Jim Schottmuller, Vice President, Board of Managers