



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 18, 2025

Agenda Item

Item 7. B. – Study Area #3 Update

Prepared By

Linda Loomis, Administrator

Summary

Progress on this project is ongoing. We have obtained the Huelers' signature on the subdivision application, which has been submitted to the City of Eden Prairie. A property survey, including legal descriptions for both parcels, has also been provided to the City. Additionally, a tree survey has been completed and submitted. However, the City has requested that the survey specify which trees are slated for removal. This information is necessary to determine the number of significant and heritage trees affected, which will inform the tree replacement requirements. The Lower Minnesota River Watershed District (LMRWD) will be able to provide detailed information on tree removal once the 90% design is finalized. The project engineer anticipates that this design will be ready by June 27.

The City has requested a signed and notarized deposit agreement, which is attached. While the City is not requiring the LMRWD to submit a deposit upfront, it will directly bill the District for expenses such as postage, newspaper notice fees, attorney time, and certain staff time. By signing the agreement, the LMRWD acknowledges and agrees to this billing arrangement. The Board is asked to authorize President Barisonzi to execute the agreement on behalf of the District.

In regard to project financing, I have consulted with Shannon Sweeney of David Drown Associates, the District's financial consultant. To finance the LMRWD's share of the project, the District will need to obtain a municipal credit rating and engage bond counsel. Mr. Sweeney has recommended Taft Law for this role and has reached out to them on the District's behalf.

Attachments

City of Eden Prairie Deposit Agreement

Recommended Action

Motion to authorize President to execute the Deposit Agreement

CITY OF EDEN PRAIRIE

DEPOSIT AGREEMENT

THIS AGREEMENT is made and entered into on the 18th day of June, 2025, by Lower Minnesota River Watershed District. ("Applicant") for the benefit of the City of Eden Prairie, a Minnesota Municipal corporation ("City"). **WHEREAS**, Applicant has applied to City for the following approval(s) or action(s)

- a. Subdivision
- b. Rezoning
- c.
- d.

(The "Requested Approvals"); and,

WHEREAS, in conjunction with City's review of the Requested Approval, City may incur costs, including administrative, planning, engineering, and other consulting costs, and City requires a guaranty that such costs will be paid by Applicant; and

WHEREAS, Applicant acknowledges the receipt of a benefit from City's review of the Requested Approval and from City's Review Costs;

NOW, THEREFORE, Applicant agrees as follows for the benefit of the City:

1. Deposit. Applicant has made the following development deposit required for the Requested Approvals listed above, consistent with Resolution 93-6 (all such deposits hereafter collectively referred to as the "Deposit Funds"):

Deposit Amount \$0

Deposit amount is based on Total Acres , except for Administrative Subdivisions (Combination / Subdivision or Lot Line Adjustments)

2. Use of Deposit Funds. City may, at any time, draw upon the Deposit Funds to pay Review Costs for the Requested Approvals. City shall determine the Review Costs based upon the rates listed in the most current fee schedule adopted by the Eden Prairie City Council. The fee schedule is subject to change by the City Council, without notice to the Applicant.

3. Conditions of Deposit. The following conditions shall apply to the Deposit Funds:
 - a. Administrative hourly rates for processing applications shall be charged at a flat rate of \$100.00 per hour.
 - b. Payment shall be made to City consultants, including but not limited to, engineering, legal and planning, in the amounts billed, according to the customary consulting rates in effect at that time. Such consulting services or costs shall reasonably and necessarily relate to the subject matter of the Requested Approval, as determined by City in its sole discretion.
 - c. Payment shall be made to cover costs relating to public hearing mailings.
 - d. City shall not be responsible for paying any interest on the Deposit Funds.
 - e. If in the discretion of City, there is deemed to be an inadequate balance in Applicant's deposit account to pay for all the Review Costs incurred or to be incurred by City, City will notify Applicant of the need for additional Deposit Funds. Applicant agrees to make such additional deposits within ten (10) days of mailing of such notice.
 - f. No Requested Approval will be acted upon or processed by any City personnel until all Deposit Funds due at the time of original submission, or which thereafter become due pursuant to subparagraph 3.d., have been paid in full.
4. Positive Balances in Account. In the event there is a positive balance in the deposit account and there is (a) completion of the development process, either in the form of final approval or final denial of the Requested Approvals, or (b) an application is withdrawn, in writing, by Applicant, then the balance shall be paid to Applicant within ninety (90) days of receipt by City of a written request by Applicant for payment.
5. Accounting. Upon Request by Applicant, City will provide an accounting of all expenses charged against the account, but in no event more often than once every 30 days. An accounting will be provided when City notifies Applicant of a requirement for additional deposits and when the account is closed.
6. Application Fees. Applicant understands and agrees that the Review Costs and Deposit Funds are in addition to, and not in lieu of, City application fees.
7. Breach. In the event of breach of any terms of this Agreement by Applicant, City may, at its option, cease processing any Requested Approval which has been submitted by Applicant

8. Validity. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement.
9. Amendments. No amendment or change of any kind to this Agreement shall be valid unless made in writing and with the consent of the City.
10. Binding Agreement. Applicant recognizes and agrees that all terms and conditions of this Agreement shall be binding upon the heirs, successors, administrators, and assigns of Applicant.

APPLICANT Lower Minnesota River Watershed District

Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of _____, a Minnesota _____, on behalf of the _____.

Notary Public