



Please note the meeting will be held in person at the Carver County Government Center on the Wednesday, September 20, 2023. The meeting will also be available virtually using this [link](#).

LOWER MINNESOTA RIVER WATERSHED DISTRICT

Lower Minnesota River Watershed District

7:00 PM

Wednesday, September 20, 2023

Carver County Government Center

602 East Fourth Street, Chaska, MN 55318

Agenda Item	Discussion
1. Call to order	A. Roll Call and election of officers
2. Approval of agenda	
3. Citizen Forum	<p><i>Citizens may address the Board of Managers about any item not contained on the regular agenda. A maximum of 15 minutes is allowed for the Forum. If the full 15 So are not needed for the Forum, the Board will continue with the agenda. The Board will take no official action on items discussed at the Forum, with the exception of referral to staff or a Board Committee for a recommendation to be brought back to the Board for discussion or action at a future meeting.</i></p>
4. Consent Agenda	<p><i>All items listed under the consent agenda are routine by the Board of Managers and will be enacted by one motion and an affirmative vote of a majority of the members present. There will be no separate discussion of these items unless a Board Member or citizen request, in which event, the items will be removed from the consent agenda and considered as a separate item in its normal sequence on the agenda.</i></p> <p>A. Approve Minutes August 16, 2023 Regular Meeting</p> <p>B. Receive and file August 2023 Financial report</p> <p>C. Approval of Invoices for payment</p> <ul style="list-style-type: none"> i. Clifton Larson Allen (CLA) – Financial services through August 2023 ii. TimeSavers Off Site Secretarial – Preparation of July 2023 meeting minutes iii. Rinke Noonan –July 2023 Legal Services iv. Daniel Hron – October 2023 office rent v. US Bank Equipment Finance – September 2023 copier lease payment vi. Young Environmental Consulting Group, LLC – August 2023 technical, and Education & Outreach services vii. Naiad Consulting, LLC – August 2023 administrative services, mileage & expenses viii. Metro Sales, Inc. – final payment on copier maintenance agreement for old copier ix. Barr Engineering - August 2023 services related to Area #3 (wetland delineation & geotechnical investigation) x. 106 Group – August 2023 services related to Area #3 xi. 106 Group – August 2023 services related to Vernon Avenue

	<ul style="list-style-type: none"> xii. Bolton & Menk – May 2023 services related to Vernon Avenue xiii. Bolton & Menk – July & August 2023 services related to Vernon Avenue xiv. Studio Lola – Sign design services xv. Inter-Fluve – July 2023 Area #3 Design Services xvi. ISG – July 2023 services related to Vernon Avenue Project xvii. ISG – July 2023 services related to Spring Creek Project xviii. ISG – August 2023 services related to Spring Creek Project xix. Scott County SWCD – Q2 2023 monitoring, TACS & Education Services xx. 4M Fund – August 2023 Bank service charges <ul style="list-style-type: none"> D. Report on Citizen Advisory Committee E. LMRWD Permit Renewals F. LMRWD Permit Program Summary G. Authorize reimbursement for Sutton Place Condominium Cost Share
5. Public Hearing	A. Public Hearing to take comment on the preliminary certification of tax levies for taxes payable 2024 and proposed 2024 budget
6. New Business/ Presentations	A. Friends of the MN Valley report on County Fair project and 2024 budget request
7. Old Business	<ul style="list-style-type: none"> A. 2021/2022 Financial Audit B. Lower Minnesota River East One Watershed One Plan – see update in Administrator’s Report C. City of Carver Levee D. Dredge Management <ul style="list-style-type: none"> i. Dredging at mouth of MN River ii. Sale of Dredge Material iii. Private Dredge Material Placement iv. Vernon Avenue reconstruction and culvert replacement project E. Watershed Management Plan – no new information since last update F. 2024 Legislative Action G. Education & Outreach H. LMRWD Projects <ul style="list-style-type: none"> <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i> i. Area #3 ii. Spring Creek I. Permits & Project Reviews <ul style="list-style-type: none"> <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i> i. 5250 Eagle Creek Boulevard, Shakopee (LMRWD No. 2023-0190) After the Fact Dean Lake Floodplain fill ii. 535 Lakota Lane, Chanhassen – work without a permit
8. Communications	<ul style="list-style-type: none"> A. Administrator Report B. President C. Managers D. Committees E. Legal Counsel F. Engineer
9. Adjourn	Next meeting of the LMRWD Board of Managers is 7:00 pm Wednesday, October 18, 2023.

Upcoming meetings/Events

Managers are invited to attend any of these meetings. Most are free of charge and if not the LMRWD will reimburse registration fees.

- Lower MN River East 1W1P Advisory Committee meeting, Wednesday, September 20, 2023, 10:00 am to 1:00pm – [virtual](#)
- Lower MN River East 1W1P Steering Committee meeting – Wednesday, August 16, 2023, 1:30 pm to 3:30pm – [virtual](#)
- UMWA (Upper Mississippi Waterway Association) monthly meeting – September 21, 11:30 am to 1:00 pm, Lilydale Pool & Yacht Club – in-person only
- Lower MN River East 1W1P Policy Committee meeting – August 17, 2023, 3:00pm to 5:00 pm, hybrid on at 181 W Minnesota Street, Le Center, MN or virtual (MS Teams) or [virtual](#)
- LMRWD Citizen Advisory Committee meeting – Tuesday, October 3, 2023, 4:30pm location to be announced
- Metro MN Watersheds – October 17, 2023
- [MN Water Resource Conference](#) – October 17 & 18, St. Paul Rivercentre
- [BWSR Academy](#) – October 24-26, Cragun's Conference Center, Brainerd

For Information Only

- **WCA Notices**
 - Hennepin County – City of Eden Prairie – Notice of Application – LMRWD Area #3 Project: Notice of Decision – 09-15-2023 Wetland Boundary Type
 - Carver County – City of Chaska – Notice of Decision – MN Bluff Trail
 - Carver County – City of Chaska – Notice of Application – 3740 Chestnut Street
 - Scott County – City of Shakopee – Notice of Application – Parcel 279120240 (1465 Maras Street) – No Loss
- **DNR Public Waters Work permits**
 - None
- **DNR Water Appropriation permits**
 - None



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, September 20, 2023

Agenda Item

Election of Officers

Prepared By

Linda Loomis, Administrator

Summary

According to the LMRWD Bylaws state “The following officers shall be elected each calendar year on or before the first regularly scheduled meeting in September: President, Vice-President, Secretary and Treasurer and Assistant Treasurer. Terms are for one-year unless re-elected.”

This is the first regularly scheduled meeting in September, so the Board should elect officers. Current officers are:

President:	Manager Jesse Hartmann
Vice President	Manager Theresa Kuplic
Secretary	Manager Lauren Salvato
Treasurer	Manager Laura Amundson
Assistant Treasures	Manager Joseph Barisonzi

Attachments

No Attachments

Recommended Action

The Board should hold election of officers



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, September 20, 2023

Agenda Item

Item 4. B. – Receive and file August 2023 Financial Report

Prepared By

Linda Loomis, Administrator

Summary

The premium payment for 2023-2024 Liability Insurance and Umbrella Policy was due on September 5, 2023. The invoice for the insurance was not available until August 19, 2023, after the August Board of Managers meeting. The premium of \$9,788, was paid before the Board of Managers authorized the payment. The payment of the premium was done through the LMRWD process, where the payments are reviewed and approved by LMRWD Board President, Jesse Hartmann and Treasurer Laura Amundson. The invoice is attached so the Board can review the invoice and authorize payment after the fact.

Attachments

August 2023 Financial Report

[Western National Insurance Invoice for LMRWD liability insurance and umbrella coverage](#)
[2023-2024 Liability Insurance and Umbrella policy](#)

Recommended Action

Motion to Receive and file the August 2023 financial report

Motion to authorize payment of the Liability Insurance and Umbrella Coverage invoice after the fact

Item 4.B.
LMRWD 9-20-2023

BEGINNING BALANCE	31-Jul-23		\$ 1,468,686.49
ADD:			
General Fund Revenue:			
August 2023 Dividend		\$ 6,421.87	
			\$ 6,421.87
Total Revenue and Transfers In			\$ 6,421.87
DEDUCT:			
Debits/Reductions			
Young Environmental Consulting	July 2023 invoices for technical services	\$ 85,552.43	
CLA (Clifton Larson Allen)	July 2023 financial services	\$ 2,164.57	
Daniel Hron	September 2023 office rent	\$ 650.00	
US Bank Equipment Finance	August 2023 copier lease payment	\$ 168.10	
Barr Engineering Co.	July 2023 Area #3 technical services	\$ 4,275.00	
106 Group	July 2023 Archeological services for Area #3	\$ 3,303.00	
106 Group	July 2023 Archeological services for Vernon Avenue	\$ 3,494.00	
Inter- Fluve, Inc	July 2023 design services for Area #3	\$ 1,504.00	
Rinke Noonan	July 2023 legal services	\$ 195.00	
Naiad Consulting, LLC	June & July 2023 Administrative services & expenses	\$ 23,660.02	
TimeSaver Off Site Secretarial	Preparation of June 2023 meeting minutes	\$ 234.50	
Western National Insurance Co.	2023/2024 Liability Insurance & Umbrella Policy Premium	\$ 9,788.00	
4M Fund	Bank Service Charges	\$ 40.00	
			\$ 135,028.62
Total Debits/Reductions			\$ 135,028.62
ENDING BALANCE	31-Aug-23		\$ 1,340,079.74

	2023 Budget	August Actuals	YTD 2023	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 47,476.94	\$ 217,971.15	\$ (32,028.85)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ -	\$ 10,588.25	\$ 110,476.16	\$ 110,476.16
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site A	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site C-2	\$ 20,000.00	\$ -	\$ -	\$ (20,000.00)
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Watershed Resource Restoration Fund	\$ 100,000.00	\$ -	\$ -	\$ (100,000.00)
Gully Inventory	\$ 90,500.00	\$ 28,308.25	\$ 75,784.17	\$ (14,715.83)
MN River Corridor Management Project	\$ -	\$ -	\$ -	\$ -
Gun Club Fen Intrusion investigation	\$ -	\$ -	\$ -	\$ -
Assumption Creek Hydrology Restoration	\$ -	\$ -	\$ -	\$ -
Groundwater Screening Tool Model	\$ -	\$ -	\$ -	\$ -
MN River Floodplain Model Feasibility Study	\$ 75,000.00	\$ 1,013.35	\$ 9,547.85	\$ (65,452.15)
Schroder Acres Park	\$ -	\$ -	\$ -	\$ -
Downtown Shakopee Stormwater BMPs	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
PLOC Realignment/Wetland Restoration	\$ -	\$ -	\$ -	\$ -
Spring Creek Project	\$ 90,000.00	\$ 2,212.50	\$ 4,685.92	\$ (85,314.08)
West Chaska Creek	\$ -	\$ -	\$ -	\$ -
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ -	\$ -	\$ -	\$ -
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 75,000.00	\$ 722.50	\$ 45,784.25	\$ (29,215.75)
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 5,000.00	\$ -	\$ 31.25	\$ (4,968.75)
Project Reviews	\$ 50,000.00	\$ 13,480.41	\$ 88,230.22	\$ 38,230.22
<i>Monitoring</i>	\$ 75,000.00	\$ -	\$ 37,540.94	\$ (37,459.06)
<i>Watershed Management Plan</i>	\$ -	\$ 19,055.65	\$ 35,816.90	\$ 35,816.90
<i>Public Education/CAC/Outreach Program</i>	\$ 85,000.00	\$ 4,404.77	\$ 54,956.51	\$ (30,043.49)
<i>Cost Share Program</i>	\$ 20,000.00	\$ -	\$ 8,344.00	\$ (11,656.00)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ 7,766.00	\$ 236,082.97	\$ (3,917.03)
Total:	\$ 1,225,500.00	\$ 135,028.62	\$ 925,252.29	\$ (300,247.71)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, September 20, 2023

Agenda Item

Item 4. D. – Report on Citizens Advisory Committee

Prepared By

Linda Loomis, Administrator

Summary

The Citizen Advisory Committee (CAC) met on September 5, 2023, at the Savage Library. A quorum was present, so the CAC elected officers. Outreach events were discussed and communications with the public was discussed. The CAC plans to have a mockup of a newsletter and some story boards for educational videos prepared for review at the next CAC meeting which will be 4:30 pm, October 3, 2023. A location will be announced.

Administrator Loomis updated the CAC on LMRWD activities.

On August 16th, the CAC tabled at the Chaska Farmers Market, on September 9th at the Bloomington Farmers Market and on September 16th at the Richfield/Bloomington Alt-Lawns Buzz Fest, in Bloomington.

Attachments

September CAC meeting packet

Recommended Action

No action recommended – for information only



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, September 20, 2023

Agenda Item

Item 4. E. – LMRWD Permit Renewals

Prepared By

Linda Loomis, Administrator

Summary

Four projects have applied for permit renewal. Two of the projects (Building Renovation for Park Jeep and Engineered Hillside) appeared on the permit violations report presented by Young Environmental at the August 2023 Board of Managers meeting. Applicants for the projects are cooperating to bring the projects into compliance.

The Board should approve the permit renewals recommended in Table 1 of the attached Technical Memorandum.

Attachments

Technical Memorandum - September 2023 Permit Renewal Requests dated September 13, 2023

Recommended Action

Motion to renew permits as recommended per Technical Memorandum - September 2023 Permit Renewal Requests dated September 13, 2023



Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Karina Weelborg, Water Resources Scientist
Hannah LeClaire, PE, Project Manager

Date: September 13, 2023

Re: September 2023 Permit Renewal Requests

Per Lower Minnesota River Watershed District (LMRWD) Rule A, it is the permittee's responsibility to request permit renewals when necessary. However, LMRWD staff has taken a proactive approach by sending out monthly reminders to current permit holders with upcoming permit expirations.

Table 1 summarizes the permittees who have responded to the permit expiration reminder, confirmed that no significant changes to the proposed project have occurred since the original permit was issued, and requested a permit extension to complete their projects.

Table 1. Summary of September 2023 LMRWD permit renewal request.

LMRWD No.	Project Name	City	Previous Expiration Date	Recommended Expiration Date
2021-045	Triple Crown Residences Phase II	Shakopee	11/17/23	11/17/2024
<p><u>Reason for Extension:</u> The project has experienced labor shortages that have extended the project timeline</p>				

2021-040	Omry Independent Living	Shakopee	10/01/2023	10/01/2024
<u>Reason for Extension:</u> The project has experience scheduling delays that have extended the construction timeline				
2021-030	Building Renovation for Park Jeep	Burnsville	08/15/2023	8/15/2024
<u>Reason for Extension:</u> The permit needs to be renewed to for finishing construction and final site vegetation				
2022-007	Engineered Hillside	Eden Prairie	4/21/2023	09/20/2024
<u>Reason for Extension:</u> The permit needs to be renewed for final slope stabilization				

Recommendation

Staff recommends renewing the permits provided in Table 1.

LMRWD Permit Program Summary



Permit Number	Project Name	Status	Pre-Permit Meeting	Date Received	Date Considered Complete	Board Actions			Permit Issued	Permit Expiration Date	First Renewal Expiration	Second Renewal Expiration	Construction Completed	Date Permit Closed
						Information Only	Conditional Approval	Approval						
2019-065	TH 101 Chanhassen	Closed		11/8/2019				11/20/2019	11/20/2019	1/20/2020				11/22/2022
2019-085	Minnesota Bluffs LRT Regional Trail Repair	Closed		12/12/2019					5/20/2020	6/1/2023				7/22/2022
2020-100	Peterson Farms Road Maintenance	Closed		5/6/2020	5/6/2020			5/20/2020	5/21/2020	5/21/2021				8/11/2022
2020-103	Prairie Heights Development	Closed		5/27/2020	6/5/2020		6/17/2020		10/23/2020	10/23/2021				
2020-105	Freeway Landfill	Pre-Permit		8/19/2022		9/21/2022								
2020-110	CSAH 11 Reconstruction	Closed		9/28/2020	11/3/2020		12/16/2020		4/13/2021	4/13/2022	4/20/2023		10/4/2022	8/1/2023
2020-112	Vierling Industrial Project	Closed		6/25/2020	6/29/2020		7/15/2020							10/14/2022
2020-113	Fort Snelling Redevelopment (2019-057)	Active		7/20/2020	8/12/2020		8/19/2020		9/11/2020	8/19/2022	8/19/2023	8/19/2024		
2020-115	Quarry Lake Park Improvements	Closed		7/23/2020	9/8/2020		9/16/2020		9/16/2020	9/16/2021				3/17/2022
2020-116	Shakopee Memorial Bridge	Closed		8/24/2020	10/5/2020		10/21/2020		10/23/2020	10/23/2021				7/20/2022
2020-117	Greystone HQ	Closed		7/24/2020	9/10/2020			9/16/2020	9/16/2020	9/16/2021				10/3/2022
2020-123	Gaughan Companies Demolition	Closed		8/27/2020	8/27/2020			9/16/2020	9/17/2020	9/17/2021				10/15/2021
2020-123 (amended)	Shakopee Flats	Closed							2/17/2021	9/17/2021				
2020-126	Texas Roadhouse	Closed		9/17/2020	11/5/2020			11/18/2020	11/19/2020	11/18/2021				7/26/2022
2020-132	77th Underpass	Expired	10/18/2020	10/21/2020	11/12/2020	11/18/2020	12/16/2020		7/27/2021	7/27/2022	7/27/2023			
2020-133	Shakopee Mix Use	Closed	10/29/2020	11/2/2020	11/2/2020			11/18/2020						
2020-135	Canterbury Crossings	Active		11/19/2020	12/3/2020		12/16/2020		5/11/2021	5/11/2022	4/20/2023	4/20/2024		
2021-002	CSAH 61 Drainage Ditch	Construction Complete		2/1/2021	10/11/2021			10/20/2021	10/21/2021	5/31/2022	10/20/2023		7/25/2023	
2021-003	Southwest Logistics Center	Closed		2/11/2021	3/12/2021		3/17/2021		4/21/2021	4/21/2022	8/17/2023			11/22/2022
2021-007	Burnsville Cemetery Expansion	Closed	3/5/2021	9/2/2021	9/17/2021		10/20/2021		11/17/2021	10/20/2022			10/21/2022	8/1/2023
2021-009	Burnsville Industrial IV	Closed	4/2/2021	3/22/2021	3/31/2021		4/21/2021		4/23/2021	4/21/2022				10/5/2022
2021-011	2021 Shakopee Street Reconstruction	Closed	3/30/2021	3/30/2021	4/16/2021		4/21/2021		4/28/2021	4/28/2022				7/25/2022
2021-012	Canterbury Park Parking Lots Phase 2	Closed	4/1/2021	4/2/2021	4/10/2021		4/21/2021		5/11/2021	5/11/2022				7/25/2022
2021-013	Summerland Place	Closed		4/8/2021	5/27/2021		4/21/2021		4/26/2021	4/22/2022				3/22/2022

Permit Number	Project Name	Status	Pre-Permit Meeting	Date Received	Date Considered Complete	Board Actions			Permit Issued	Permit Expiration Date	First Renewal Expiration	Second Renewal Expiration	Construction Completed	Date Permit Closed
						Information Only	Conditional Approval	Approval						
2021-015	Stagecoach Rd Improvements	Closed	4/16/2021	4/12/2021	4/30/2021		5/5/2021		5/7/2021	5/5/2022				3/23/2022
2021-016	Whispering Waters	Active		4/14/2021	6/4/2021		6/16/2021		7/13/2021	7/13/2022	7/13/2023	7/13/2024		
2021-017	Capstone35	Closed		4/20/2021	5/12/2021		5/19/2021		8/19/2021	8/17/2022				11/22/2022
2021-018	Jefferson Court	Closed		4/22/2021	5/17/2021		6/2/2021		6/3/2021	6/2/2022	6/2/2023	6/2/2024		8/11/2023
2021-019	Cretex Site	Closed	4/23/2021	4/26/2021	4/30/2021		5/5/2021		5/7/2021	5/5/2022				5/5/2022
2021-020	Core Crossing Apartments (Prev. Southbridge)	Construction Complete		6/14/2021	7/13/2021		7/21/2021		8/5/2021	6/15/2023	6/17/2023		11/1/2022	
2021-022	2021 Security & Safety Center	Active		5/18/2021	10/29/2021		11/17/2021		3/18/2022	3/18/2023	3/18/2024			
2021-023	106th Improvements Project	Closed		5/25/2021	5/28/2021		6/2/2021		6/17/2022	6/17/2022	6/17/2023		4/17/2023	8/1/2023
2021-025	TH13/Dakota Ave Improvement	Active		6/11/2021	6/15/2021		2/16/2022		5/20/2022	5/20/2023	5/20/2024			
2021-030	Building Renovation Park Jeep*	Active		7/9/2021	7/16/2021		9/15/2021		6/21/2022	6/21/2023	8/15/2023	8/15/2024		
2021-031	Caribou Coffee	Closed	6/1/2021	7/9/2021	8/10/2021		8/18/2021		8/19/2021					10/4/2022
2021-033	MN MASH	Active	6/23/2021	9/17/2021				6/15/2022	6/17/2022	6/17/2023	11/30/2023			
2021-034	Circle K Holiday Station Stores	Closed	8/25/2021	7/26/2021	9/10/2021		9/15/2021		10/19/2021	9/15/2022				7/12/2022
2021-035	135W Frontage Trail	Active		12/15/2021	12/22/2021		1/19/2022		11/3/2022	11/3/2023				
2021-039	River Bluffs Improvements	Closed		7/23/2021	8/12/2021		8/18/2021		10/1/2021	8/18/2022				
2021-040	*Omry Independent Living	Active		8/11/2021	8/19/2021		9/15/2021	9/15/2022	8/19/2022	10/1/2023				
2021-041	Line 0832	Closed		9/7/2021	9/7/2021		9/15/2021		9/17/2021	9/15/2022				6/27/2022
2021-042	Hwy 13 & Lone Oak	Closed		8/27/2021	9/16/2021		10/20/2021		10/22/2021	10/22/2022	6/30/2023		6/20/2023	8/1/2023
2021-045	*Triple Crown Residences Phase II	Active		9/22/2021	10/27/2021		11/17/2021		11/19/2021	11/17/2022	11/17/2023			
2021-046	CenterPoint Dakota Station Facility	Closed		9/21/2021	10/15/2021		10/20/2021		10/22/2021	10/22/2022				9/12/2022
2021-047	River Valley Industrial Center	On Hold		9/21/2021										
2021-049	Stump Road Maintenance	Closed	10/20/2021	10/22/2021	10/29/2021		11/17/2021		11/19/2021	11/17/2022				9/5/2022
2021-052	Shakopee Dental Office	Closed		11/3/2021	12/14/2021		12/15/2021		12/17/2021	12/15/2022			12/1/2022	8/11/2023
2021-057	Cliff Road Ramps	Active		12/14/2021	1/4/2022		1/19/2022		6/8/2022	6/8/2023	12/1/2023			
2021-058	Perimeter Gate Improvements	Construction Complete		12/15/2021	12/16/2021		1/19/2022		4/27/2022	4/27/2023	10/31/2023		8/1/2023	
2022-002	CenterPoint MBL Nicollet River Crossing	Construction Complete		1/18/2022			3/16/2022		4/25/2022	4/25/2023	10/31/2023		12/17/2022	

Permit Number	Project Name	Status	Pre-Permit Meeting	Date Received	Date Considered Complete	Board Actions			Permit Issued	Permit Expiration Date	First Renewal Expiration	Second Renewal Expiration	Construction Completed	Date Permit Closed
						Information Only	Conditional Approval	Approval						
2022-003	Ivy Brook Parking East	Construction Complete		1/19/2022	2/25/2022		3/16/2022		5/16/2022	5/16/2023			2/16/2023	
2022-004	CHS Savage Terminal	Incomplete		1/27/2022										
2022-005	Chaska West Creek Apt	Active		2/8/2022	3/29/2023		4/19/2023		6/6/2023	6/6/2024				
2022-007	Engineered Hillside*	Active		2/15/2022	3/14/2022			4/20/2022	4/21/2022	4/21/2023	9/20/2024			
2022-008	Ivy Brook Parking West	Closed		2/16/2022	2/25/2022		3/16/2022		5/31/2022	5/31/2023			2/27/2023	8/1/2023
2022-010	Quarry Lake Trail and Ped Bridge	Active		2/24/2022			4/20/2022		3/1/2023	3/1/2024				
2022-011	Biffs, Inc.	Active		2/28/2022	3/29/2022		4/20/2022		8/16/2022	8/16/2023	10/31/2023			
2022-013	Normandale & 98th St	Construction Complete		3/22/2022	4/1/2022		4/20/2022		4/22/2022	4/22/2023	11/30/2023		7/21/2023	
2022-014	TH41 & CSAH61 Improvements	Active	1/6/2022	3/23/2022	5/11/2022		5/18/2022		12/13/2022	12/13/2023				
2022-015	Xcel Driveway	Conditional Approval	5/25/2023	6/21/2023	7/31/2023		8/16/2023							
2022-016	ORF Relocation	Active		4/20/2022	6/30/2023		7/19/2023							
2022-017	PLOC 2022 Bank Stabilization	Closed		6/30/2022	7/5/2022			7/20/2022	7/21/2022	7/21/2023			6/12/2023	8/1/2023
2022-019	I494 SP 2785-433	Active		4/21/2022	6/24/2022		7/20/2022		4/10/2023	4/10/2024				
2022-021	CenterPoint Oak St N	Closed		4/29/2022				6/15/2022	6/17/2022	6/17/2023			3/14/2023	9/5/2023
2022-022	Ace Rent A Car	Incomplete		5/10/2022										
2022-023	494 Corridors of Commerce	Pre-Permit	5/3/2022	5/19/2022		7/20/2022								
2022-024	Gedney Pickles Holding Pond Restoration	Construction Complete	6/16/2022	8/10/2022			9/21/2022		11/14/2022	11/14/2023				
2022-026	10521 Spyglass Dr	Closed	5/31/2022	7/13/2022	8/8/2022			7/20/2022	8/8/2022	8/8/2023			11/30/2022	
2022-027	Ivy Brook Northeast	Construction Complete		7/5/2022			8/17/2022		8/31/2022	8/31/2023			11/30/2022	
2022-028	Quarry Lake Park Restroom	Active		7/6/2022	7/8/2022		7/20/2022		7/22/2022	7/22/2023	12/31/2023			
2022-029	Reliakor	Closed		7/20/2022			8/17/2022		9/19/2022	9/19/2023				10/28/2022
2022-030	Frenchies Metals	Incomplete		7/22/2022										
2022-031	RSI Marine	Pre-Permit		7/18/2022		8/17/2022								
2022-034	Valleyfair Parking	Conditional Approval		9/26/2022	10/11/2022		10/19/2022							
2022-036	Structures Inc. Amendment	Conditional Approval		10/6/2022	12/2/2022		5/9/2023							
2022-037	Peterson Wetland Bank	Conditional Approval		5/23/2023	6/30/2023	11/16/2022	7/19/2023							

Permit Number	Project Name	Status	Pre-Permit Meeting	Date Received	Date Considered Complete	Board Actions			Permit Issued	Permit Expiration Date	First Renewal Expiration	Second Renewal Expiration	Construction Completed	Date Permit Closed
						Information Only	Conditional Approval	Approval						
2022-039	Former Knox Site	Active		11/3/2022	12/19/2022		1/18/2023		6/6/2023	6/6/2024				
2022-040	Burnsville Sanitary Landfill	Active		11/21/2022	2/15/2023		3/15/2023	8/16/2023	8/17/2023	8/17/2024				
2022-041	35W SP 2782-352	Active		12/15/2022	2/10/2023		2/15/2023		4/10/2023	4/10/2024				
2022-042	3rd Street Bridge Replacement	Conditional Approval		12/16/2022	2/2/2023		2/15/2023							
2023-001	Lakota Lane After-the-Fact	Under Review		1/10/2023										
2023-002	Eagle Creek Bridge	Conditional Approval		1/13/2023	4/19/2023		5/9/2023							
2023-003	Ernst & Reidele Potential Development	No Permit Required		1/17/2023										
2023-004	CenterPoint Hwy 13 and Lynn Project	No Permit Required		1/24/2023										
2023-005	Cargill Savage West Safety Improvement Project	No Permit Required		1/25/2023										
2023-006	Borca Family DNR Dewater Review	No Permit Required		1/23/2023										
2023-007	MN River Greenway Trail	Conditional Approval		3/1/2023	3/15/2023		4/19/2023							
2023-008	Chaska Tech Center Amendment	Active		3/4/2023	4/11/2023		4/19/2023	7/19/2023	5/15/2023	5/15/2024				
2023-009	AT&T Bloomington to Eureka Fiber	Active		3/31/2023	5/19/2023		6/21/2023		6/26/2023	6/26/2024				
2023-010	MN River Greenway RR Bridge	On Hold	4/5/2023											
2023-011	Quarry Lake Playground	Active		4/19/2023	4/24/2023	5/9/2023		4/24/2023	4/24/2023	4/24/2024				
2023-012	Concourse G Infill Pods 2-3	Active		5/4/2023	5/30/2023	6/21/2023		5/31/2023	5/31/2023	5/31/2024				
2023-013	Merriam Junction Trail	Incomplete	4/5/2023	5/8/2023										
2023-014	KTI Fencing Property	Active		5/16/2023	7/6/2023		7/19/2023		9/1/2023	9/1/2024				
2023-015	City of Bloomington Storm Sewer Maintenance	Active		5/24/2023	6/15/2023		7/19/2023		8/23/2023	8/23/2024				
2023-016	MAC Pond Maintenance Activities	Upcoming	6/15/2023											
2023-017	MN River Bluffs Chaska Trail	Upcoming	6/14/2023											
2023-018	Sibley Memorial Hwy (1901-195-TH13A)	Upcoming	7/17/2023											
2023-019	Dean Lake Wetland Fill*	Conditional Approval		8/27/2023	9/10/2023		9/20/2023							
2023-020	Tramore Heights Addition	Under Review	9/1/2023	8/21/2023										

Permit Number	Project Name	Status	Pre-Permit Meeting	Date Received	Date Considered Complete	Board Actions			Permit Issued	Permit Expiration Date	First Renewal Expiration	Second Renewal Expiration	Construction Completed	Date Permit Closed
						Information Only	Conditional Approval	Approval						

**Conditional Approval or Renewal, staff recommendation only, has not yet been presented to the Board for action*

STATUS DEFINITIONS:

Active Permit: Applicant has a valid permit issued by LMRWD

Cancelled by Applicant: Applicant withdrew their application for a LMRWD permit

Closed: Applicant has indicated the project has completed construction and that the permit file may be closed

Conditional Approval: LMRWD managers conditionally approved the permit application, pending receipt of additional information from applicant

Expired: Applicant either obtained conditional approval, approval, and/or was issued a permit and the expiration date has passed

Incomplete: Applicant applied for a permit, but the application is incomplete

No Permit Required: Applicant applied for a permit, but during the completeness review, it was determined that the project did not trigger the regulatory thresholds

On Hold: Applicant requested their application be placed on hold

Pre-Permit: Applicant has requested pre-permit application reviews or meetings, but has not yet applied for a permit from LMRWD

Under Review: Permit application is complete and under review by LMRWD staff

Construction Complete: project construction is complete but permit is not closed





LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, September 20, 2023

Agenda Item

Item 4. G. – Authorize Reimbursement for Sutton Place Two Condominium Cost Share

Prepared By

Linda Loomis, Administrator

Summary

Sutton Place II Condominiums was approved to receive a Cost Share Grant in 2022. The project proposed to replace concrete slab sidewalks with permeable pavers. The replacement would reduce the amount of salt used to keep sidewalks ice free in the winter and reduce the amount of stormwater directed to the sidewalks by using rain gardens to intercept stormwater coming from the roof areas.

The project was completed this summer and Sutton Place II has requested reimbursement. The final report was submitted to the LMRWD in early July and the applicant was waiting for the final invoice before making the request for reimbursement.

The project was designed by Barr Engineering and G Urban was contracted for the construction. Barr Engineering provided project management. The Board approved \$7,500.00 of Cost Share for the project at the September 2022 Board meeting. Supporting documents are attached and pictures taken during construction and after completion are attached.

Attachments

Original Cost Share Application

Bid Proposal from G Urban Companies for construction of project

Agreement between Sutton Place II Condominium Association and G Urban Companies, Inc.

Excerpt from September 21, 2022, LMRWD meeting minutes

Cost Share Agreement between LMRWD and Sutton Place II Condominium Association

Final Report from Sutton Place II Condominium Association

Pay App from G Urban Companies

Invoice from Barr Engineering with project payment detail

Pictures of construction and final project after completion

Recommended Action

Motion to authorize reimbursement of \$7,500 to Sutton Place Two Condominiums



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost Share Grant Application 2022

Application type (check one) Homeowner Non-profit - 501(c)(3) School
 Business or corporation Public agency or local government unit

Project type (check all that apply) Raingarden Vegetated Swale Infiltration Basin
 Wetland restoration Buffer/shoreline restoration Conservation practice Habitat restoration
 Pervious hard surface Other _____
remove

Applicant Information

Name of organization or individual applying for grant (to be named as grantee):
Sutton Place II / c/o Sharper Management

Address (street, city and ZIP code):
10340 Viking Drive, Eden Prairie, MN 55344

Phone: 952-224-4777 Email address: mcushing@sharpermanagement.co

Primary Contact (if different from above)

Name of organization or individual applying for grant (to be named as grantee):
Patricia Larson, Director, Sutton Place II

Address (street, city and ZIP code):
11073 Oregon Circle, Bloomington, MN 55438

Phone: 612-702-8408 Email address: pat.larson@mac.com

Project location

Address (street, city and ZIP code):
11073 Oregon Circle, Bloomington, MN 55438

Property Identification Number (PID)
05-115-21-22-0149

Property owners:
Patricia Larson et al (Building 6 homeowners)

Project Summary

Title Sutton Place II Drainage Improvements (Building 6)

Total project cost \$266,208 Grant amount requested \$7500⁰⁰

Estimated start date 9/30/22 Estimated completion date 11/15/22

Is project tributary to a water body? No, water remains on site Yes, indirectly Yes, directly adjacent
stormwater pond

Is this work required as part of a permit? No Yes

(If yes; describe how the project provides water quality treatment beyond permit requirement on a separate page.)

Project Details

Checklist To be considered complete the following must be included with the application.

- | | |
|--|---|
| <input checked="" type="checkbox"/> location map | <input checked="" type="checkbox"/> project timeline <i>contract w/ Urban Compa</i> |
| <input checked="" type="checkbox"/> site plan & design schematic | <input checked="" type="checkbox"/> proof of property ownership |
| <input checked="" type="checkbox"/> contracted items | <input checked="" type="checkbox"/> plant list & planting plan (if project includes plants) |

Project description Describe the project, current site conditions, as well as site history, and past management. Note any potential impacts to neighboring properties.

Improve drainage/decrease run off of sidewalks,
parking pad areas

Decrease falls due to icy condition

Decrease use of salt on sidewalks,
garage areas

Improve water quality of adjacent pond
and ground water

What are the project objectives and expected outcomes? Give any additional project details.

Remove existing landscaping

Install 5 rain gardens

Reroute downspouts to rain gardens

Add permeable paver sidewalks

Add drainage piping under sidewalks

Less salt usage!

Which cost share goals does the project support? (check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> improve watershed resources | <input checked="" type="checkbox"/> foster water resource stewardship |
| <input type="checkbox"/> increase awareness of the vulnerability of watershed resources | |
| <input checked="" type="checkbox"/> increase familiarity with and acceptance of solutions to improve waters | |

How does the project support the goals you checked?

Protect groundwater/pond from
excessive salt use

Educate home owners regarding current
best practices re: rain gardens and
use of permeable pavers, native plants

Project Details (continued)

Project benefits Estimate the project benefits in terms of restoration and/or annual pollution reduction. If you are working with a designer or contractor, they can provide these numbers. If you need help contact the district administrator. Computations should be attached.

Benefit	Amount
Water captures	gal/year
Water infiltrated	gal/year
Phosphorus removed	lbs/year
Sediment removed	lbs/year
Land restored	sq. ft.

see
attached

How will you share the project results with your community and work to inform others about your projects environmental benefit?

Emails to homeowners updating project
Social media
Annual meeting with homeowners to educate
on importance of water conservation and
protection.

Please note that by obtaining cost share funding from the Lower Minnesota River Watershed District, your project may be shared with the community through our website, social media, or other media. Your project may also be highlighted on a tour or training event, with prior notice and agreement.

Maintenance Describe the anticipated maintenance and maintenance schedule for your project.

Board will add rain garden maintenance
to our current grounds maintenance contract
in consultation with our homeowners'
gardening committee.

I acknowledge that receipt of a grant is contingent upon agreeing to maintain the project for the number of years outlined in the cost share guidelines. Yes

Authorization

Name of landowner or responsible party

Patricia Larson, Director, Sutton Place II

Signature Patricia A. Larson Date 9/14/22

Type or handwrite your answers on this form. Attached additional pages as needed.

For questions, contact Linda Loomis at [Naiad Consulting@gmail.com](mailto:NaiadConsulting@gmail.com) or call 763-545-4659.

Mail the completed application to

or email to:

Lower Minnesota River Watershed District
c/o Linda Loomis, Administrator
112 E. Fifth St., Suite 102
Chaska, MN 55318

Linda Loomis, Administrator
naiadconsulting@gmail.com

2022 Cost Share Worksheet

Labor Costs (contractors, consultants, in-kind labor)

see attached contract

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Total:				\$	\$	\$

Project Materials

Material Description	Unit Cost	Total # of Units	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Total:			\$	\$	\$

Total Requested Funds from LMRWD*:	\$	(A)
Total Matching/In-Kind Funds:	\$	(B)
Project Total:	\$	(C)

*Please note: total requested funds (A) cannot be more than 50% of the Project Total (C)

Sutton Place II Drainage Improvements - Building 6
 Owner: Sutton Place II Condominium Association
 07/14/2022 05:00 PM CDT (Extended to 08/05/2022 05:00 PM CDT)

Selected Contractor

Item	Description	Unit	Estimated Quantity	Engineer Estimate		Urban Companies - 07/14		Outdoor Images - 08/03		Parkway Building Services - 08/05	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
A	Mobilization/Demobilization	Lump Sum	1	\$ 16,863.75	\$ 16,863.75	\$ 16,607.50	\$ 16,607.50	\$ 5,000.00	\$ 5,000.00	\$ 97,500.00	\$ 97,500.00
B	Demolition	Lump Sum	1	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,200.00	\$ 12,200.00	\$ 9,750.00	\$ 9,750.00
C	Erosion Control	Lump Sum	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,300.00	\$ 6,300.00
D	Clearing and Grubbing	Lump Sum	1	\$ 11,000.00	\$ 11,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,450.00	\$ 12,450.00
E	Site Grading and Disposal of Material Off-Site	Lump Sum	1	\$ 12,000.00	\$ 12,000.00	\$ 40,000.00	\$ 40,000.00	\$ 3,000.00	\$ 3,000.00	\$ 38,000.00	\$ 38,000.00
F	Corrugated Polyethylene Pipe (Smooth Interior) and Fittings	Lineal Foot	275	\$ 70.00	\$ 19,250.00	\$ 50.00	\$ 13,750.00	\$ -	\$ -	\$ 123.00	\$ 33,825.00
G	Manhole / Catch Basin with Cover	Each	6	\$ 3,500.00	\$ 21,000.00	\$ 5,000.00	\$ 30,000.00	\$ 1,480.00	\$ 8,880.00	\$ 7,443.83	\$ 44,663.00
H	Riprap Outlet	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00	\$ 3,600.00
I	Driveway - Permeable Paver	Square Foot	6,350	\$ 25.00	\$ 158,750.00	\$ 20.00	\$ 127,000.00	\$ 27.00	\$ 171,450.00	\$ 40.00	\$ 254,000.00
J	Sidewalk - Permeable Paver	Square Foot	1,950	\$ 23.50	\$ 45,825.00	\$ 20.00	\$ 39,000.00	\$ 27.00	\$ 52,650.00	\$ 66.03	\$ 128,750.00
K	Filtration Soil Mixture	Square Yard	325	\$ 25.00	\$ 8,125.00	\$ 20.00	\$ 6,500.00	\$ 100.00	\$ 3,000.00	\$ 85.00	\$ 27,625.00
L	#1 Container Perennial	Each	1,155	\$ 25.00	\$ 28,875.00	\$ 30.00	\$ 34,650.00	\$ 26.00	\$ 30,030.00	\$ 22.60	\$ 26,103.00
M	Shredded Hardwood Mulch	Square Yard	325	\$ 6.00	\$ 1,950.00	\$ 10.00	\$ 3,250.00	\$ 100.00	\$ 3,000.00	\$ 15.60	\$ 5,070.00
N	Landscape Edging	Lineal Foot	250	\$ 12.00	\$ 3,000.00	\$ 14.00	\$ 3,500.00	\$ 25.00	\$ 6,250.00	\$ 17.00	\$ 4,250.00
O	Maintenance Strip	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,725.00	\$ 2,725.00
P	Topsoil and Sod	Lump Sum	1	\$ 6,000.00	\$ 6,000.00	\$ 17,500.00	\$ 17,500.00	\$ 1,200.00	\$ 1,200.00	\$ 14,175.00	\$ 14,175.00
Q	Miscellaneous Improvements	Lump Sum	1	\$ 1,000.00	\$ 1,000.00	\$ 1.00	\$ 1.00	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00
Total Base Bid:					\$ 354,138.75		\$ 348,758.50		Did Not Submit Base Bid		\$ 743,786.00
Z-1	Outdoor Images - 12" PVC Piping	Lineal Foot	300	\$ -	\$ -	\$ -	\$ -	\$ 150.00	\$ 45,000.00	\$ -	\$ -
Z-2	Outdoor Images - 8" PVC Piping	Lineal Foot	200	\$ -	\$ -	\$ -	\$ -	\$ 110.00	\$ 22,000.00	\$ -	\$ -
Z-3	Outdoor Images - 4" PVC Piping - Optional	Lineal Foot	300	\$ -	\$ -	\$ -	\$ -	\$ 70.00	\$ 21,000.00	\$ -	\$ -
Z-4	Outdoor Images - Gutters	Each	6	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 3,000.00	\$ -	\$ -
Z-5	Outdoor Images - Irrigation Repairs (Labor)	Hours + Parts	30	\$ -	\$ -	\$ -	\$ -	\$ 105.00	\$ 3,150.00	\$ -	\$ -
Total Bid with Contractor Alterations:					\$ 354,138.75		\$ 348,758.50		\$ 402,110.00		\$ 743,786.00
Alt-A	Driveway - Bituminous Pavement	Square Foot	6350	\$ 8.00	\$ 50,800.00	\$ 7.00	\$ 44,450.00	\$ 6.50	\$ 41,275.00	\$ 7.96	\$ 50,572.61
Alt-B	Sidewalk - Concrete Pavement	Square Foot	1950	\$ 15.00	\$ 29,250.00	\$ 17.50	\$ 34,125.00	\$ 14.00	\$ 27,300.00	\$ 33.91	\$ 66,116.97

\$ 348,758 total
 - 127,000 - driveway pavers

 44,450 + bituminous driveway
 \$ 266,208 revised total

- Outdoor Images Notes:**
- 1.) Did not bid base bid - Proposes Alternate piping
 - 2.) Bid Estimated Quantity/Unit Price/Extension for Line Items K and M do not match bid form (needs clarification if apparent preferred bidder)
 - 3.) Line Z-3 (4" PVC Piping) is optional
 - 4.) Bid does not include irrigation parts (just labor)
 - 5.) Sales Tax not included

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
- Sutton Place II Condominium Association
C/O Melissa Cushing
Community Manager
Sharper Management, LLC
10340 Viking Drive
Eden Prairie, Minnesota 55344
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions,

if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
A	Mobilization/Demobilization	Lump Sum	1	16,607.50	\$ 16,607.50
B	Demolition	Lump Sum	1	2500	\$ 2,500.00
C	Erosion Control	Lump Sum	1	5000	\$ 5,000.00
D	Clearing and Grubbing	Lump Sum	1	3000	\$ 3,000.00
E	Site Grading and Disposal of Material Off-Site	Lump Sum	1	40000	\$ 40,000.00
F	Corrugated Polyethylene Pipe (Smooth Interior) and Fittings	Lineal Foot	275	50	\$ 13,750.00
G	Manhole / Catch Basin with Cover	Each	6	5000	\$ 30,000.00
H	Riprap Outlet	Lump Sum	1	3500	\$ 3,500.00
I	Driveway – Permeable Paver	Square Foot	6,350	20	\$ 127,000.00
J	Sidewalk – Permeable Paver	Square Foot	1,950	20	\$ 39,000.00
K	Filtration Soil Mixture	Square Yard	325	20	\$ 6,500.00
L	#1 Container Perennial	Each	1,155	30	\$ 34,650.00
M	Shredded Hardwood Mulch	Square Yard	325	10	\$ 3,250.00
N	Landscape Edging	Lineal Foot	250	14	\$ 3,500.00
O	Maintenance Strip	Lump Sum	1	3000	\$ 3,000.00
P	Topsoil and Sod	Lump Sum	1	17500	\$ 17,500.00
Q	Miscellaneous Improvements	Lump Sum	1	1	\$ 1.00
Base Bid (Sum of Items A – Q)					\$ 348,758.50

Alternate Bid

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
Alt-A	Driveway – Bituminous Pavement	Square Foot	6,350	7	\$ 44,450.00
Alt-B	Sidewalk – Concrete Pavement	Square Foot	1,950		\$ 34,125.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. List of Subcontractors as described in the Instructions to Bidders.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

G Urban companies INC.

By: *Greg Urban*
[Signature]

Greg Urban
[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: *Greg Urban*
[Signature]

Greg Urban
[Printed name]

Title: Owner

Submittal Date: 7-14-22

Address for giving notices:

3781 Lavare Rd St. Paul MN 55110

Telephone Number:

651-248-9830

Fax Number:

Contact Name and e-mail address:

Greg Urban GUrban@UrbanCompaniesUSA.com

Bidder's License No.:

1R703393

(where applicable)

FORM OF AGREEMENT

THIS AGREEMENT is by and between Sutton Place II Condominium Association ("Owner") and
G Urban Companies, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Division 01 of the Technical Specifications.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents may be the whole or only a part, is generally described in Specification Section 01 11 00, Part 1.04.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Barr Engineering Co.

3.02 Owner has retained Barr Engineering Co. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The duties and responsibilities and rights and authority of Engineer cannot be extended without written consent of Owner and Engineer.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 31, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 18, 2022.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. Contract Price: \$266,208.50.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. The Bid prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,

estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions, as may be modified by the Supplemental Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the End of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data and reference items identified in the Bidding Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This executed Agreement.
 - 2. Performance bond (if used)
 - 3. Payment bond (if used).
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications.
 - 7. Drawings consisting of the sheets listed on the index on Drawing G-01, with each sheet prepared by Engineer or Landscape Architect.
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
-
- B. ~~This Agreement shall be governed by the laws of the State of Minnesota.~~
- C. There are no other provisions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Sutton Place II Condominium Association

By: Margaret Brown

Title: Board President

Attest: Patricia A. Larson

Title: Director

Address for giving notices:

7029 W. 110th St. Circle
Bloomington, MN 55438

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

G Urban Companies, Inc.

By: [Signature]

Title: Owner

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

Title: Office Manager

Address for giving notices:

3781 LeSore rd
St Paul MN 55116

License No.: _____
(where applicable)

- ii. **Metro Sales, Inc. – payment for maintenance agreement for copier**
- iii. **HDR Engineering – website services through August 27, 2022**
- iv. **Barr Engineering – MPCA Soil Reference Value Policy Review**
- v. **Daniel Hron – September 2022 office rent**
- vi. **Frenette Legislative Advisors – Aug & Sep 2022 Legislative Services**
- vii. **TimeSavers Off-Site Secretarial, Inc. – Preparation of August 2022 meeting minutes**
- viii. **Naiad Consulting, LLC – August 2022 administrative services & expenses**
- ix. **Rinke Noonan – August 2022 legal services**
- x. **US Bank Equipment Finance –September 2022 payment on copier lease**
- xi. **Star Tribune – Publication of 2023 levy certification meeting notice**
- xii. **Young Environmental Consulting Group, LLC – August 2022 technical, and Education & Outreach Services**
- xiii. **Daniel Hron – October 2022 office rent**

D. Authorize reimbursement for Cost Share Project at 4624 Overlook Drive

Manager Raby made a motion to approve the Consent Agenda with the addition of Item 4. C. vii - invoice from TimeSaver Off Site Secretarial. Item 4. C. viii – invoice from Naiad Consulting LLC, and Item 4. J. -2022-2023 Liability Insurance Quote. President Hartmann seconded the motion. Upon a vote being taken the motion carried unanimously.

5. NEW BUSINESS/PRESENTATIONS

A. Election of Officers

Administrator Loomis introduced and provided background on this item. She noted the Executive Summary has the current roles listed for the Board review.

Manager Mraz made a motion to keep the same slate of current officers. Manager Salvato seconded the motion.

President Hartmann asked if there was a procedure that needs to be followed. Attorney John Kolb said there is no required formality that must be followed. Manager Amundson noted that with the change over in accounting services and depositories, she and President Hartmann are authorized to manage financial accounts and that if roles changed others would need to be authorized. She noted that it made sense to keep the current slate.

President Hartmann called the question. Upon a vote being taken the motion carried unanimously.

B. Cost Share Application from Sutton Place Two Condo Association

Administrator Loomis introduced and provided background on this item.

The Board discussed this application and asked questions about the application.

Manager Mraz made a motion to approve the Cost Share Grant Application for 50% of the actual expenditures up to \$7,500. Manager Salvato seconded the motion. Upon a vote being taken the motion carried. President Hartmann abstained from the vote.

LOWER MINNESOTA RIVER WATERSHED DISTRICT
2021 COST SHARE INCENTIVE AND WATER QUALITY RESTORATION PROGRAM
Cost Share Grant Agreement

The parties to this Agreement, made this 11th day of October 2022, are the Lower Minnesota River Watershed District, a Minnesota Watershed District ("LMRWD") a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D and Sutton Place II Condominium Association ("APPLICANT"). The purpose of this Agreement is to provide for the installation and maintenance of a project designed to protect and improve natural resources within the District. by managing storm water and said project to be located at: 11057 through 11087 Oregon Circle, Bloomington, MN 55428.

1. Scope of Work. APPLICANT will install the Project in accordance with the Application submitted to the LMRWD, attached as Exhibit A. A final report must be presented to the LMRWD at the time a request is made for reimbursement of expenses as specified in Section 2 of this Agreement.
2. Reimbursement. When the installation of the project is complete in accordance with Exhibit A, the LMRWD, on receipt of adequate documentation, will reimburse the APPLICANT up to 50% of the APPLICANT's cost to install the Project, including materials, equipment rental, delivery of materials and labor, in an amount not to exceed \$7,500. APPLICANT will document with receipts all direct expenditures. At the time reimbursement is requested, APPLICANT will provide the LMRWD copies of all documents concerning the work.
3. Public Access. LMRWD may enter APPLICANT's property at reasonable times to inspect the work to ensure compliance with this Agreement and monitor or take samples for the purpose of assessing the performance of the Project. APPLICANT will permit the LMRWD, at its cost and discretion, to place reasonable signage on APPLICANT's property informing the general public about the Project and the LMRWD's Cost Share Incentive and Water Quality Restoration Program. The LMRWD may request APPLICANT's permission to allow members of the public periodically to enter APPLICANT's property to view the Project in the company of a LMRWD representative. This paragraph does not create any right of public entry onto APPLICANT's property except as coordinated with APPLICANT and accompanied by a LMRWD representative.
4. Maintenance. APPLICANT will maintain the Project for at least ten (5) years from the date installation is complete. If APPLICANT does not do so, the LMRWD will have a right to reimbursement of all amounts paid to APPLICANT, unless:
 - a. The LMRWD determines that the failure to maintain the Project was caused by reasons beyond the APPLICANT's control; or
 - b. APPLICANT has conveyed the underlying property, provided APPLICANT notifies the LMRWD at least 30 days before the property is conveyed and facilitates communication between the LMRWD and the prospective owner regarding continued maintenance of the project.
5. Agreement Void. This Agreement is void if the project installation is not complete by June 30, 2023. This Agreement may not be modified in any way except in writing and signed by both parties.

- 6. Indemnification. The LMRWD will be held harmless against all liability and loss in connection with the installation of the Project.
- 7. Compliance with Laws. APPLICANT is responsible to comply with any permits or other legal requirements applicable to the work.
- 8. Notices. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be addressed to the other party as follows:

To LMRWD:

Administrator
 Lower Minnesota River Watershed District
 112 East Fifth Street, Suite 102 Chaska, MN 55318

To APPLICANT:

Patricia Larson, Director, Sutton Place II
 11073 Oregon Circle
 Bloomington, MN 55438

And:

Sutton Place II
 c/o Sharper Management
 10340 Viking Drive
 Eden Prairie, MN 55344

The parties being in agreement to be signed as follows:

APPLICANT:

LOWER MINNESOTA RIVER WATERSHED DISTRICT:

By: _____

By:  _____

Its: _____

Its: President _____

Date: _____

Date: October 11, 2022 _____

The parties being in agreement to be signed as follows:

APPLICANT: LOWER MINNESOTA
RIVER WATERSHED DISTRICT:

By: Patricia A. Larson By: _____

Its: Director, Sutton Place Two Its: _____
President

Date: _____ Date: 10/11/22



Lower Minnesota River Watershed District
112 East Fifth Street #102
Chaska, MN 55318

(763) 545-4659

lowermnrriverwd.org

LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost Share Final Report

Overview

The Final Report documents the entire grant period and must be within 30 days of project completion. The report should be no longer than six pages. Upon staff approval of the report, you will receive the final reimbursement for your grant. Please note, checks are only issued once per month by the District.

Email your report to Linda Loomis, District Administrator, at naiadconsulting@gmail.com. Contact Linda with questions at 763-545-4659 or by email.

Cost Share Grant Final Report

Project title: Sutton Place II - Building 6

Year grant was awarded: 2022

Project location: 11073 Oregon Circle, Bloomington, MN

Project manager's name: Greg Urban, Urban Companies

Project manager's contact information: 3781 Labore Rd
651-248-9830 St. Paul, MN 55110

Time period addressed in the final report: May - August 2023

How much is the reimbursement request? \$7500

Who should the reimbursement check be made out to? Sutton Place II

Where should reimbursement check be mailed?

Sharper Management
c/o Melissa Cushing
10340 Viking Drive Suite 105
Eden Prairie, MN 55344

1. Summary of Major Activities

Provide a short overview of Cost Share activities. Include dates and time periods during which activities were completed and who was involved.

- h 2022 Engineering - Barr Engineering
- 2022 Approval of Contractor by SP2 board
- 2022 Meeting with engineering/contractor
- 2023 Installed Sewer system under sidewalks
- 2023 Installed rain gardens
- 2023 Installed paver sidewalks
- 2023 Plant native plants in raingardens

2. Project Goals

Describe how the project addressed one or more of the goals of the Cost Share Program:

- Improve water quality or increase the capacity of the watershed to store water
- Preserve, protect, and restore native plant and wildlife habitats
- Protect and preserve groundwater quality and quantity

- 1) Improve water quality in adjacent pond (decreased salt usage) and storm sewers
- 2) Addition of native plants
- 3) Increase pollinator habitat

3. Educational Value

Describe how the project provided education value regarding the project's environmental benefits. What education and outreach was done about the project and what were the impacts? How were the results of the project shared and with whom?

We used community newsletters, annual meetings and especially conversations with individual homeowners as to the benefits of permeable pavers, rain gardens and native plants. Many had never heard of such things and were quite interested in how they worked. Some were skeptical.

4. Project Outcomes

- Describe the outcomes of the project.
- Describe what makes you most proud about the project.

1. Remove existing landscaping / grass
2. Install five rain gardens, include native plants
3. Reroute downspouts to raingardens
4. Add drainage Piping under sidewalks
5. Add permeable sidewalk pavers
6. Less runoff and salt usage

round: Use of native plants, attracting pollinators and butterflies and reduction of salt usage

5. Project Challenges

- Describe any changes that had to be made to original plans due to site conditions, regulatory processes, etc. and any challenges with implementing the project.
- Indicate any ways in which Nine Mile Creek staff could have better assisted you in addressing the challenges.

We had two things that delayed the project (from fall 2022 to Spring 2023)

- City of Bloomington permitting delays
- Rerouting our Comcast cable from the front of the building to the back of the building

6. Project Longevity

- What will the long-term impact of the project be?
- Describe any follow-up projects that will occur because of the Cost Share grant.

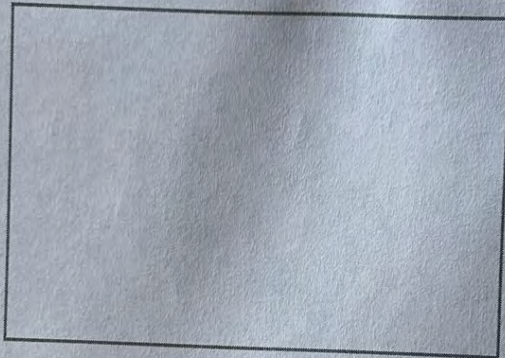
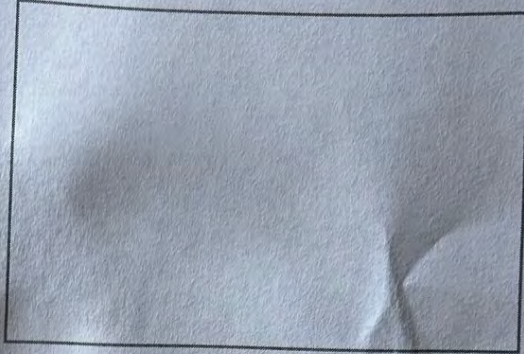
We anticipate decades long reduction of salt usage (icy sidewalks) and decreased run off plus a decrease in slip and falls due to icy conditions at our buildings.

We hope to complete drainage projects at additional buildings.

7. Photos

- Provide at least three high resolution photos of the project. If you include the pictures in the document file, **also** email the photos as separate jpg files.
- Include a photo of each phase of the project, if applicable (before, during, after).

see
attached
to
email



8. Reimbursement

- How much is the reimbursement request?

\$7500

- What is the total amount of match?

\$7500

Submit receipts and/or paid invoices for the reimbursement request and match documentation. Project expenditures without receipts will not be eligible for reimbursement. Copies of paid checks may be asked for with reimbursement requests.

CHECK REQUEST

DATE: 8/1/2023

PROPERTY # & NAME: SP2

CHECK PAYABLE TO: G Urban Companies, Inc.
3781 Labore Road
Vadnais Heights, MN 55110

AMOUNT: \$ 107,208.45

PURPOSE: 2nd Pay App

LEDGER#: 7220

AUTHORIZED SIGNATURE: 

ADDITIONAL COMMENTS OR NOTES: _____

RESET FORM

APPLICATION AND CERTIFICATE FOR PAYMENT

To (OWNER): Sutton Place II Condo Associat

Project: Sutton Place II Drainage Impro

Application No: 2
 Invoice No: 22130-2
 Period To: 7/31/2023

From: G Urban Companies, Inc.
 3781 Labore Road
 Vadnais Heights, MN 55110

Via (Architect):

Architect's
 Project No:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	12,078.00	0.00
Approved this month	0.00	0.00
TOTALS	12,078.00	0.00
Net change by change orders	12,078.00	

1. ORIGINAL CONTRACT SUM	\$	266,208.50
2. Net change by Change Orders	\$	12,078.00
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	278,286.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	278,286.50
5. RETAINAGE	\$	13,914.33
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	264,372.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	157,163.72
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	107,208.45
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	13,914.33

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

State of: MN County of: Hanse
 Subscribed and sworn to before me this 31st day of JULY 23

Notary Public:
 My Commission expires: 1-31-24

CONTRACTOR: G Urban Companies, Inc.
 By: [Signature] Date: 7/31/23

ENGINEER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED.....\$
 (Attach explanation if amount certified differs from the amount applied for.)

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ENGINEER:
 By Bryan Pitterle [Signature] Date 07/31/2023
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 2
 Application Date: 7/31/2023
 Period To: 7/31/2023
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
01.01	Mobilization	16,607.50	16,607.50	0.00	0.00	16,607.50	100	0.00	830.38
01.02	Demolition	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	125.00
01.03	Erosion Control	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	250.00
01.04	Clearing & Grubbing	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	150.00
01.05	Site Grading and Disposal	40,000.00	40,000.00	0.00	0.00	40,000.00	100	0.00	2,000.00
01.06	Corrugated Ploy Pipe	13,750.00	13,750.00	0.00	0.00	13,750.00	100	0.00	687.50
01.07	Manhole/Catch basin	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	1,500.00
01.08	Riprap Outlet	3,500.00	3,500.00	0.00	0.00	3,500.00	100	0.00	175.00
01.09	Sidewalk - Permeable Paver	39,000.00	39,000.00	0.00	0.00	39,000.00	100	0.00	1,950.00
01.10	Filtration Soil Mixture	6,500.00	0.00	6,500.00	0.00	6,500.00	100	0.00	325.00
01.11	#1 Container Perennial	34,650.00	0.00	34,650.00	0.00	34,650.00	100	0.00	1,732.50
01.12	Shredded Hardwood Mulch	3,250.00	0.00	3,250.00	0.00	3,250.00	100	0.00	162.50
01.13	Landscape Edging	3,500.00	0.00	3,500.00	0.00	3,500.00	100	0.00	175.00
01.14	Maintenance Strip	3,000.00	0.00	3,000.00	0.00	3,000.00	100	0.00	150.00
01.15	Topsoil & Sod	17,500.00	0.00	17,500.00	0.00	17,500.00	100	0.00	875.00
01.16	Misc Improvements	1.00	0.00	1.00	0.00	1.00	100	0.00	0.05
01.17	Alt A - Driveway Bituminous	44,450.00	0.00	44,450.00	0.00	44,450.00	100	0.00	2,222.50
		266,208.50	153,357.50	112,851.00	0.00	266,208.50	100	0.00	13,310.43

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 2
 Application Date: 7/31/2023
 Period To: 7/31/2023
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
01.18	Change Order 1	12,078.00	12,078.00	0.00	0.00	12,078.00	100	0.00	603.90
		278,286.50	165,435.50	112,851.00	0.00	278,286.50	100	0.00	13,914.33



INVOICE

Barr Engineering Co.
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
Phone: 952-832-2600; Fax: 952-832-2601
FEIN #: 41-0905995 Inc: 1966

Remittance address:
Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

Melissa Cushing
 Sharper Management
 10340 Viking Drive
 Suite 105
 Eden Prairie, MN 55344

July 31, 2023
 Invoice No: 23271815.01 - 11

Total this Invoice	\$2,897.50
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Regarding: Sutton Place II Homeowner's Association's Drainage Improvement - Phase 1 - Building 6

This invoice is for professional services, which include the following:

- Construction Administration and Submittal Reviews

Task	Budget	Current Invoice	Previously Invoiced	Total Billed	Remaining Budget
Tasks A-C (Lump Sum)	\$37,600.00	\$0.00	\$37,600.00	\$37,600.00	\$0.00
Task D-F (Time and Materials)	\$33,000.00	\$2,897.50	\$21,282.94	\$24,180.44	\$8,819.56
Total	\$70,600.00	\$2,897.50	\$58,882.94	\$61,780.44	\$8,819.56

Professional Services for Period Ending July 14, 2023

Job: 005 Bidding and Construction Administration

Task: 002 Construction Administration

Labor Charges

	Hours	Rate	Amount	
Vice President				
Herbert, James	1.70	215.00	365.50	
Engineer / Scientist / Specialist III				
Pitterle, Bryan	7.60	155.00	1,178.00	
Engineer / Scientist / Specialist II				
Dougherty, Brendan	3.40	135.00	459.00	
Mettlach, Jack	7.00	120.00	840.00	
Support Personnel II				
Nypan, Nyssa	.50	110.00	55.00	
	20.20		2,897.50	
Subtotal Labor				2,897.50
				Task Subtotal \$2,897.50
				Job Subtotal \$2,897.50
				Total this Invoice \$2,897.50

Invoiced to Date	Current	Prior	Total	Received	A/R Balance
	2,897.50	58,882.94	61,780.44	58,882.94	2,897.50

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Bryan Pitterle, your Barr project manager, at 952.842.3645 or email at BPitterle@barr.com.



























LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, September 20, 2023

Agenda Item

Item 5. A. – Preliminary Certification of Tax Levies for Taxes Payable 2024 and Proposed 2024 Budget

Prepared By

Linda Loomis, Administrator

Summary

State Law requires the certification of a proposed budget and proposed levies no later than September 30, 2023. “Before adopting a budget, the managers shall hold a public hearing on the proposed budget. The managers shall publish a notice of the hearing with a summary of the proposed budget in one or more newspapers of general circulation in each county consisting of part of the watershed district. The notice and summary shall be published once each week for two successive weeks before the hearing. The last publication shall be at least two days before the hearing.” Notice was published in the Minneapolis Star Tribune Sunday, September 10, 2023, and Sunday, September 17, 2023, editions. The notice that was published is attached.

The final property tax levy for taxes payable 2024 will be adopted by the Board of Managers at its December meeting and can be less than the proposed levy certified in September, but not greater. The proposed expenses for 2024 are \$2,110,338.00. This is an increase of \$884,838 from 2023. The property tax levy, included as part of the 2024 proposed budget, is currently \$1,175,000. This is an increase of \$400,000.00 from 2023. The 2024 levy consists of: an administrative budget of the levy of \$250,000, an implementation and planning levy of \$625,000, and a Bonded Debt Levy of \$300,000.

The levies will be allocated to the counties as follows:

Carver County	\$76,691.08
Dakota County	\$112,757.70
Hennepin County	\$473,452.15
Scott County	\$512,099.08
TOTAL	\$1,175,000.00

Resolutions reflecting the levies from the above Table have been prepared for each county and are attached. The expenses in the 2024 Budget have been adjusted since the August meeting to remove the dues to Minnesota Watersheds (\$12,500), reduce the Watershed Resources fund by \$17,500 and increase the Education & Outreach \$30,000.

At the meeting staff will make a presentation reviewing the Proposed 2024 Budget and Proposed Tax Levies Payable in 2024.

Item 5. A. - Preliminary certification of tax levies payable 2024 and approval of proposed 2024 budget

Executive Summary

September 20, 2023

Page 2

The Board should open the public hearing to allow members of the public an opportunity to comment and ask questions regarding the proposed 2024 budget. After hearing from everyone, the Board should adopt the attached Resolutions certifying tax levies payable in 2024 and conditionally adopting the proposed 2024 budget.

Attachments

Notice of Public Hearing on Proposed 2024 Budget

Apportioned Levies Table

Proposed 2024 Revenues and Expenses

Proposed 2024 Administrative Budget

Explanation of Budget Line Items

Resolution 23-10 - Preliminary Certification of Property Tax Levies for Carver County for Taxes Payable 2024 and Approval of 2024 Proposed Budget

Resolution 23-11 - Preliminary Certification of Property Tax Levies for Dakota County for Taxes Payable 2024 and Approval of 2024 Proposed Budget

Resolution 23-12 - Preliminary Certification of Property Tax Levies for Hennepin County for Taxes Payable 2024 and Approval of 2024 Proposed Budget

Resolution 23-13 - Preliminary Certification of Property Tax Levies for Scott County for Taxes Payable 2024 and Approval of 2024 Proposed Budget

Schedule A - Preliminary Certification of Apportioned Levies Payable 2024

Table 4-1: LMRWD – Implementation Program Budget 2023-2027

Recommended Action

Motion to adopt Resolutions 23-10 through 23-13 Preliminary Certification of Property Tax Levies Payable 2024 and Approval of 2024 Proposed Budget

Proposed Levy 2024

General Fund	250,000.00
Planning and Implementation Fund	625,000.00
Debt Service on Bond repayment	<u>300,000.00</u>
Apportioned Payable 2024 Levy	1,175,000.00

<u>County</u>	<u>Net Tax Capacity % Distribution</u>	<u>Apportioned Payable 2024 Levy</u>
Carver	6.5269%	76,691.08
Dakota	9.5964%	112,757.70
Hennepin	40.2938%	473,452.15
Scott	43.5829%	512,099.08
Watershed Total	100.0000%	1,175,000.00

2024 proposed LMRWD Budget for Administration Operations
2022 Adopted Budget/2022 Actuals/2023 Adopted/ 2023 YTD/2023 Projected/2024 Proposed

	Account	Adopted 2022	2022 Actuals	2023 Adopted	2023 Actual YTD (Through 8/31/23)	Projected 2023	Proposed 2024
	Revenues:						
	General Property Tax						
1	Carver County	\$ 41,762.17	\$ 41,597.27	\$ 42,871.43	\$ 25,539.32	\$ 46,207.83	\$ 76,691.08
2	Dakota County	\$ 72,153.45	\$ 72,519.30	\$ 72,959.65	\$ 43,298.29	\$ 76,427.40	\$ 112,757.70
3	Hennepin County	\$ 306,964.28	\$ 303,846.27	\$ 318,293.13	\$ 160,301.31	\$ 314,054.03	\$ 473,452.15
4	Scott County	\$ 304,120.10	\$ 301,586.70	\$ 290,875.80	\$ 179,046.40	\$ 338,310.75	\$ 512,099.08
	Total Levy:	\$ 725,000.00	\$ 719,549.54	\$ 725,000.01	\$ 408,185.32	\$ 775,000.01	\$ 1,175,000.00
5	Interest Income	\$ -	\$ 20,117.41	\$ -	\$ 42,169.32	\$ -	\$ -
6	MCES WOMP Grant	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
7	State of MN Grant for Dredge Material Management	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00	\$ 240,000.00
8	Metro-Area Watershed Based funding grants	\$ -	\$ -	\$ -	\$ 91,021.00	\$ 91,021.00	\$ -
9	License Revenue from placement of dredge	\$ 25,000.00	\$ 29,036.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00
10	Revenues from sale of dredge material	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00
11	Permit Fees	\$ -	\$ 14,000.00	\$ -	\$ 5,300.00	\$ 3,050.00	\$ -
12	Miscellaneous Income	\$ -	\$ 2,829.08	\$ -	\$ 708.08	\$ 708.08	\$ -
	Total Revenues:	\$1,000,000.00	\$ 1,026,532.03	\$1,000,000.01	\$791,883.72	\$ 1,144,279.09	\$ 1,449,500.00
	Expenses:						
13	Administration (from Administrative Budget Page)	\$ 250,000.00	\$ 370,977.11	\$ 250,000.00	\$ 216,796.15	\$ 260,000.00	\$ 377,838.00
	Cooperative Projects						
14	Eden Prairie Bank Stabilization -Area #3	\$ 100,000.00	\$ 91,603.35	\$ -	\$ 110,476.16	\$ 110,476.16	\$ 100,000.00
16	Gully Erosion Contingency	\$ -	\$ 4,395.65	\$ -	\$ -	\$ -	\$ -
17	Riley Creek Cooperative Project with RPBCWD	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -
18	Seminary Fen Ravine Restoration site B	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Seminary Fen Ravine C-2	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 90,000.00
20	Eagle Creek Bank Restoration Town & Country RV Park Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
21	Shakopee River bank Stabilization Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
	509 Plan Budget						
	Resource Plan Implementation						
22	Watershed Resource Restoration Fund	\$ 120,000.00	\$ 142,500.00	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 82,500.00
23	Fen Private Land Acquisition Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
24	Gully Inventory	\$ -	\$ 5,830.50	\$ 90,500.00	\$ 75,784.17	\$ 90,500.00	\$ 150,000.00
25	Minnesota River Corridor Management Project	\$ -	\$ 38,902.28	\$ -	\$ -	\$ -	\$ -
26	Gun Clun Fen Intrusion Investigation	\$ -	\$ 34,542.73	\$ -	\$ -	\$ -	\$ -
27	Assumption Creek Hydrology Restoration Project	\$ -	\$ 2,125.50	\$ -	\$ -	\$ -	\$ -
28	Groundwater Screening Tool Model	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	Minnesota River Floodplain Model Feasibility Study	\$ -	\$ 13,301.32	\$ 75,000.00	\$ 9,547.85	\$ 75,000.00	\$ -
30	Schroeder's Acres Park/Savage Fen Stormwater Management	\$ -	\$ 53,768.61	\$ -	\$ -	\$ -	\$ -
31	Downtown Shakopee Stormwater BMPs	\$ 50,000.00	\$ 25,000.00	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00
32	PLOC Realignment/Wetland Restoration	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
33	Spring Creek Project	\$ -	\$ 12,336.30	\$ 90,000.00	\$ 4,685.92	\$ 90,000.00	\$ 100,000.00
34	West Chaska Creek Project	\$ -	\$ 27,441.00	\$ -	\$ -	\$ -	\$ -
35	Sustainable Lakes Management Plan (Trout Lakes)	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00
36	Geomorphpic Assessments (Trout Streams)	\$ -	\$ 9,913.85	\$ -	\$ -	\$ -	\$ 100,000.00
37	Fen Stewardship Program	\$ 25,000.00	\$ 47,671.03	\$ 75,000.00	\$ 45,784.25	\$ 75,000.00	\$ 75,000.00
38	District Boundary Modification Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
39	East Chaska Creek Bank Stabilization Project	\$ -	\$ 4,526.32	\$ -	\$ -	\$ -	\$ -
40	Minnesota River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41	Local Water Management Plan reviews	\$ 5,000.00	\$ 9,538.31	\$ 5,000.00	\$ 31.25	\$ 5,000.00	\$ 5,000.00
42	Project Reviews	\$ 75,000.00	\$ 239,647.69	\$ 50,000.00	\$ 88,230.22	\$ 50,000.00	\$ 50,000.00
43	Monitoring	\$ 75,000.00	\$ 43,965.84	\$ 75,000.00	\$ 37,540.94	\$ 75,000.00	\$ 75,000.00
44	Watershed Management Plan						
45	Next Generation Watershed Management Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
46	Plan Clarification and proposed rules/Rule implementation	\$ -	\$ -	\$ -	\$ 35,816.90	\$ 12,729.25	\$ -
47	Plan Amendment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48	Vegetation Management Standard/Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
49	Public Education/Citizen Advisory Committee/Outreach Program	\$ 75,000.00	\$ 69,142.44	\$ 85,000.00	\$ 54,956.51	\$ 85,000.00	\$ 115,000.00
50	Cost Share Program	\$ 20,000.00	\$ 20,606.43	\$ 20,000.00	\$ 8,344.00	\$ 20,000.00	\$ 20,000.00
	Nine Foot Channel						
51	Dredge site operations	\$ 240,000.00	\$ 16,132.25	\$ 240,000.00	\$ 236,082.97	\$ 240,000.00	\$ 240,000.00
52	Dredge Site Restoration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Bonded Debt Levy						
53	Area #3 Bonds						\$ 300,000.00
54	Total Non-administrative Expenses:	\$ 865,000.00	\$ 1,082,891.40	\$ 975,500.00	\$ 707,281.14	\$ 1,098,705.41	\$ 1,732,500.00
55	Total Administrative Expenses (from line 13)	\$ 250,000.00	\$ 370,977.11	\$ 250,000.00	\$ 216,796.15	\$ 260,000.00	\$ 377,838.00
56	Total Expenses	\$ 1,115,000.00	\$ 1,453,868.51	\$ 1,225,500.00	\$ 924,077.29	\$ 1,358,705.41	\$ 2,110,338.00
57	Revenue less Expenses	\$ (115,000.00)	\$ (427,336.48)	\$ (225,499.99)	\$ (132,193.57)	\$ (214,426.32)	\$ (660,838.00)
58	Beginning Fund Balance - January 1		\$ 1,953,659.65		\$ 1,376,420.36		\$ 1,244,226.79
59	Total Revenue		\$1,026,532.03		\$791,883.72		\$ 1,449,500.00
60	Total Expenses		\$ (1,453,868.51)		\$ (924,077.29)		\$ (2,110,338.00)
61	Ending Fund Balance - December 31 (bold figures are projected)	\$ 1,953,659.65	\$ 1,526,323.17	\$ 1,376,420.36	\$ 1,244,226.79		\$ 583,388.79

2024 proposed LMRWD Budget for Administration Operations
2022 Adopted Budget/2022 Actuals/2023 Adopted/ 2023 YTD/2023 Projected/2024 Proposed

Account	Adopted 2022	2022 Actual (unaudited)	Adopted 2023	YTD 2023 (Through 7/31/23)	Projected 2023	Proposed 2024
Expenses:						
62 Wages-General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
63 Severance Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64 Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65 PERA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66 Payroll Tax (FICA/Medicare)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67 Unemployment compensation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
68 Manager Per Diem	\$ 11,250.00	\$ 6,625.00	\$ 11,250.00	\$ 4,500.00	\$ 11,250.00	\$ 15,000.00
69 Manager Expense (mileage/food/registrations)	\$ 3,000.00	\$ 1,293.43	\$ 3,000.00	\$ 549.20	\$ 3,000.00	\$ 4,500.00
70 Telecommunications-Cell-Internet/Phone	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00
71 Office Supplies	\$ 300.00	\$ 93.19	\$ 300.00	\$ 181.68	\$ 300.00	\$ 300.00
72 Meeting Supplies/Expense	\$ 100.00	\$ -	\$ 100.00	\$ 80.26	\$ 100.00	\$ 100.00
73 Rent	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 5,850.00	\$ 7,800.00	\$ 7,800.00
74 Dues	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -
75 Miscellaneous-General	\$ 3,000.00	\$ 2,551.00	\$ 3,000.00	\$ 1,343.75	\$ 3,000.00	\$ 3,000.00
76 Training & Education	\$ 1,500.00	\$ 600.00	\$ 1,500.00	\$ 330.00	\$ 1,500.00	\$ 1,500.00
77 Insurance & Bonds	\$ 11,000.00	\$ 10,709.00	\$ 11,000.00	\$ 9,968.00	\$ 11,000.00	\$ 12,000.00
78 Postage	\$ 375.00	\$ 47.68	\$ 375.00	\$ -	\$ 375.00	\$ 300.00
79 Photocopying	\$ 875.00	\$ 355.98	\$ 875.00	\$ 169.27	\$ 875.00	\$ 750.00
80 Legal Notices-General	\$ 1,500.00	\$ 2,700.20	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 2,000.00
81 Subscriptions & License Fees	\$ 250.00	\$ 355.42	\$ 250.00	\$ 323.06	\$ 250.00	\$ 400.00
82 Mileage	\$ 5,000.00	\$ 2,013.72	\$ 5,000.00	\$ 1,698.18	\$ 5,000.00	\$ 5,000.00
83 Taxable meal reimbursement	\$ 500.00	\$ -	\$ 500.00	\$ 20.00	\$ 500.00	\$ 500.00
84 Lodging/ Staff Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00
85 Accounting/Financial Services	\$ 5,382.00	\$ 29,523.84	\$ 5,580.00	\$ 22,005.08	\$ 5,580.00	\$ 25,438.00
86 Audit Fees	\$ 15,000.00	\$ 17,841.00	\$ 15,000.00	\$ 240.00	\$ 25,000.00	\$ 30,000.00
87 Professional Services-General	\$ 120,168.00	\$ 130,762.50	\$ 104,970.00	\$ 76,218.75	\$ 104,970.00	\$ 153,000.00
88 Legal Fees-General	\$ 10,000.00	\$ 13,162.98	\$ 10,000.00	\$ 8,781.50	\$ 10,000.00	\$ 15,000.00
89 Engineering-General	\$ 20,000.00	\$ 121,966.48	\$ 35,000.00	\$ 71,320.00	\$ 42,500.00	\$ 75,000.00
90 Equipment-Maintenance	\$ 500.00	\$ 508.02	\$ 500.00	\$ 205.93	\$ 500.00	\$ 500.00
91 Equipment-Lease	\$ 2,500.00	\$ 2,067.63	\$ 2,500.00	\$ 1,344.80	\$ 2,500.00	\$ 2,500.00
92 Lobbying	\$ 20,000.00	\$ 20,000.04	\$ 20,000.00	\$ 11,666.69	\$ 20,000.00	\$ 20,000.00
93 Bank fees and charges	\$ -	\$ -	\$ -	\$ 80.00	\$ -	\$ 750.00
94 Total Expense for Administration:	\$ 250,000.00	\$ 370,977.11	\$ 250,000.00	\$ 216,796.15	\$ 260,000.00	\$ 377,838.00

2024 Budget Explanation of line items

Project funding proposed in the 2024 Budget is taken from Table 4-1 Implementation Program Budget found in Section 4 of the LMRWD Watershed Management Plan (as revised in 2022).
 Explanations for certain lines follow.

Line #	Cooperative Projects
	<i>Cooperative Projects are those projects that are intended to be completed by the LMRWD with other partners</i>
14	<p>Eden Prairie Bank Stabilization - Area #3</p> <p>The goal is to have permits in hand and bid this project in early 2024. The LMRWD received state funds to construct this project and will need to match state funds in an amount equal to the state’s contribution. The City of Eden Prairie has indicated it will contribute \$500,000 to the project. The LMRWD has applied for a \$50,000 grant from Hennepin County. At the August 2023 Board of Manager meeting, it was decided to issue bonds to raise the LMRWD share of the estimated project costs. The LMRWD will wait until bids for construction of the project have been received before a bond sale, however, it was recommended that the 2024 budget include an estimated first payment on the bonds. \$300,000 has been included in the 2024 budget as bonded debt levy.</p>
18-19	<p>Seminary Fen Ravine B and Ravine C-2</p> <p>The City of Chaska provided plans to address several ravines that are actively discharging sediment into the Seminary Fen Wetland Complex. The ravines were labeled A, B And C-2. The City developed a feasibility study to stabilize C-2 in 2022. The City is now planning to implement the recommendations found in the study. They plan to apply for grant funds and have asked the LMRWD to redirect funds in the LMRWD implementation plan to this project rather than the other projects identified in LMRWD Plan implementation table in the year 2024. Funds for site B will be redirected to site C-2. It is possible that this project will qualify for Watershed Based Implementation Funding.</p>
20	<p>Eagle Creek Bank Restoration Town & Country RV Park Feasibility Study</p> <p>This project is a result of the municipal coordination meeting between the LMRWD and the City of Savage. Signs of hillslope failure have been observed near the campground on the Main Branch of Eagle Creek which is an added environmental stressor on the stream. The District will assess the eroding banks at the campground and determine the urgency for stabilization on Eagle Creek The District will develop a design and stabilize the hillslope failure near the campground on Main Branch of Eagle Creek to reduce sedimentation to the creek. The LMRWD is waiting to hear from the City of Savage whether this project is in its plans for 2024.</p>
21	<p>Shakopee Riverbank Stabilization Project</p> <p>This project is a result of the municipal coordination meeting between the LMRWD and the City of Shakopee. This project will include stabilizing sections of the Minnesota River riverbank that are eroding along the City of Shakopee’s parallel trunk sanitary sewer line that flows to L-16 and other storm sewer outlets. This is a contribution to the City’s plans to stabilize the MN Riverbank from Huber Park downstream to The Landing. The City has received funds from the Federal Government and the State of Minnesota.</p>
	509 Plan Budget
22	<p>Watershed Resource Restoration Fund</p> <p>This fund implements Goals 2 and 3, which are to protect, improve and restore surface water and ground water quality within the District. This program will fund projects sponsored by LGUs and were not identified at the time the Plan was adopted and/or updated.</p> <p>In 2022, the LMRWD Board of Managers accepted a request from the City of Burnsville to partner on the stabilization of a ravine along Willow Creek. \$67,500 of this line was used for that project. This fund was also used to contribute \$75,000 to the City of Carver to develop plans for the City’s levee improvement project, needed to apply for funding from the State of Minnesota. The Board recently approved a request from the City of Eagan to</p>

2024 Budget Explanation of line items

	<p>share in the cost to address a ravine that concentrated flows of stormwater have created. Table 4-1 in the revised Plan has allocated \$100,000 to this fund. Per direction from the Board at the August 2023 Board Managers meeting, this amount has been reduced to \$82,500. \$17,500 was re-directed to Education and Outreach, to allow the Board flexibility to provide funding for River Watch and another round of outreach at County Fairs within the Minnesota River Basin. Detail for Education and Outreach can be found on page 3 of this document.</p>
23	<p>Fen Private Land Acquisition Study To preserve and protect fens in the District in perpetuity, the District will map and assess the values of adjacent private properties to each fen and work with corresponding municipalities, to consider opportunities to purchase private fen land for conservation. If land acquisition is not feasible, the District will consider opportunities to develop agreements with private property owners to ensure management of each fen is consistent and comprehensive.</p>
24	<p>Gully Inventory The gully inventory and condition assessment is an ongoing project. The LMRWD intends to periodically inspect gullies and ravines to assess threats posed and the rate of erosion. The LMRWD will prioritize gullies and ravine based on the inspections and develop a plan to stabilize the highest priority gullies. The LMRWD has asked BWSR to consider supporting use of dredge management funds to stabilize high priority gullies and ravines.</p>
31	<p>Downtown Shakopee Stormwater BMPs The City of Shakopee conducted a study of Downtown Shakopee stormwater and recommended several projects to treat stormwater that currently reaches the MN River untreated. One project, the Lewis Street West/2nd Avenue West Parking Lot was chosen to receive funding in the amount of \$77,068, through BWSR's Watershed Based Implementation Funding program. The 2022 LMRWD budget included \$50,000 for the feasibility report, which came in under budget and the \$50,000 from the LMRWD was not needed to complete the feasibility study. The City of Shakopee they can scale the effectiveness of the BMP to the funding available. The total cost of the project is estimated at over \$2,000,000. \$50,000 was included in the 2023 budget. An additional \$50,000 is contained in Table 4-1 2024 Budget as revised. This would make \$150,000 eligible to the City to complete the project.</p>
33	<p>Spring Creek Project Site 1 and Site 2 along Spring Creek will be stabilized using the Carver SWCD's designs (increased riprap size and standard gradation recommended). An analysis of vegetation along Spring is included as part of this project. The creek will be prone to further erosion without the added protection of adequate vegetation. Vegetation management (e.g., removal of invasives, native plantings, etc.), particularly in the floodplain and channel banks, will be important to ensure the integrity of the stabilization.</p>
35	<p>Sustainable Lakes Management Plan (Trout Lakes) Implementation In 2019, the District developed Sustainable Lake Management Plans (SLMPs) for trout lakes within its boundary. Going forward, the District plans to implement the recommended management strategies from the SLMPs, such as routine vegetation surveys and temperature profiling.</p>
36	<p>Geomorphic Assessments (Trout Streams) The trout streams geomorphic assessments will consider changes in trout stream alignment, baseflow, geometry, and selected stream reaches since the last assessment. Stream width-to-depth ratios, stream bed slope, meander pattern, and other bed features shall be modeled according to a stable reference reach. Reference reaches are nearby, hydrologically, and geomorphically stable stream segments. A reference reach could be upstream or downstream, or in a nearby watershed. This assessment is generally considered twice during the Plan cycle, once every 5 years.</p>

2024 Budget Explanation of line items

	Nine Foot Channel
51	<p>Dredge Operations/Restoration</p> <p>The District will continue its role as the local sponsor responsible for providing placement sites for the Army Corps of Engineers. The purpose is to place dredge material from the Minnesota River and maintain a 9-foot-deep river channel. This program includes the identification of locations to temporarily store dredge material from the river, private dredge spoil disposal and transfer, and other beneficial uses of the dredge material. The LMRWD is planning maintenance and repair of Vernon Avenue in 2024.</p>
Line #	Administrative Budget
Note	<p>The 2023 Legislature increased the amount that can be levied to cover administrative expenses. The new formula is calculated as follows:</p> <ul style="list-style-type: none"> • Multiply the estimated market value listed in the enclosed table for the watershed district by 0.096 percent (0.00096) • Compare that calculated value to the maximum general fund levy limit of \$500,000. • Use whichever value is less. <p>See the attached memo and Estimated & Taxable Market Values (EMV) table Payable 2023</p>
67	<p>Manager Per Diem</p> <p>This amount is calculated for 5 Managers, using a per diem of \$125/meeting and 2 meetings per month per manager.</p>
73	<p>Dues</p> <p>MAWD dues, \$12,500, has been re-directed to the Education and Outreach budget, as directed by the Board at the August 16, 2023, Board of Managers meeting.</p>
84	<p>Accounting /Financial Services</p> <p>In 2022, Clifton Larson Allen began providing financial/accounting services to the LMRWD. The amount in this line item reflects the amount in the Professional Services Agreement between the LMRWD and CLA.</p>
85	<p>Audit Fees</p> <p>In 2022, the LMRWD retained the services of Global Portfolio Consulting to provide audit services. Global Portfolio Consulting withdrew from the engagement in 2023, without completing the 2021 or 2022 financial audits. Redpath and Company has agreed to perform a two-year audit covering FY 2021 and 2022 at a price of \$25,000 per year. Redpath has said that is the going rate for audits currently. The LMRWD is issuing a Request for Proposals for Audit Services for FY 2023 and 2024. The RFPs are due October 6th. Consideration of any proposals received will be on the October 18, 2023 Board of Managers meeting.</p>
86	<p>Professional Services General</p> <p>This line is for administrative services provided to the LMRWD by Naiad Consulting LLC and occasionally other consultants retained by the LMRWD. Naiad Consulting has not increased rates for administrative services since 2019. At that time the hourly rate went from \$65/hour to \$75/hour. An increase to \$85/hour is being proposed for 2024. The 2024 budget reflects 150 hours per month at \$85/per hour.</p>
88	<p>Engineering</p> <p>This line has been increased to better reflect the actual cost of general engineering expenses. Costs incurred by the District that are charged to this line include preparation for monthly board meeting, Board meeting attendance by technical and engineering staff.</p>
92	<p>Bank Fees and Charges</p> <p>This line has been added to the Budget to better reflect the fees charged by US Bank and the 4M Fund. Previously these fees have been charged to the accounting/financial services budget.</p>

Memo

Date: July 13, 2023

To: Watershed District Administrators and Managers

From: Melissa King, Water Programs Coordinator

Cc: Jan Voit, Minnesota Watersheds
Rob Sip, Red River Watershed Management Board
BWSR: John Jaschke, Andrea Fish, Justin Hanson, Dave Weirens, Amie Wunderlich, Regional Operations Staff

RE: 2023 Estimated Taxable Market Values for Watershed Districts

Please find attached a table containing the recently released total estimate market values for 2023 from the Minnesota Department of Revenue.

Session law changes enacted during the 2023 regular session effected the calculation of and increased the annual maximum general fund tax levy for a watershed district ([Minn. Stat. § 103D.905, Subd. 3](#)). The session law changes are effective beginning with the 2024 assessment year and thereafter. To calculate the annual maximum general fund tax levy for a particular watershed district:

- Multiply the estimated market value listed in the enclosed table for the watershed district by 0.096 percent (0.00096)
- Compare that calculated value to the maximum general fund levy limit of \$500,000
- Use whichever value is less

Please contact me if you have any questions.

Melissa King

Melissa.king@state.mn.us

651.350.8845

Attachment: Taxes Payable 2023 Estimated & Taxable Market Values for Watershed Districts in Minnesota

TAXES PAYABLE 2023

ESTIMATED & TAXABLE MARKET VALUES (EMV) FOR WATERSHEDS DISTRICTS IN MINNESOTA

Watershed Code	Watershed Name	Total EMV
001	Bear Valley Watershed District	\$ 258,627,300
002	Cedar River Watershed District	\$ 3,908,802,900
003	Belle Creek Watershed District	\$ 471,829,000
005	Buffalo Creek Watershed District	\$ 2,904,328,200
007	Buffalo-Red River Watershed District	\$ 10,495,228,500
008	North Fork Crow River Watershed District	\$ 1,878,253,900
009	Clearwater River Watershed District	\$ 2,271,825,000
010	Carnelian-Marine-St. Croix Watershed District	\$ 2,445,764,300
013	Coon Creek Watershed District	\$ 23,234,183,700
014	South Washington Watershed District	\$ 18,738,687,700
015	Cormorant Lakes Watershed District	\$ 815,308,600
016	Crooked Creek Watershed District	\$ 464,753,900
018	High Island Watershed District	\$ 1,488,152,700
020	Joe River Watershed District	\$ 269,569,600
021	Kanaranzi-Little Rock Watershed District	\$ 1,983,562,100
022	Lac qui Parle-Yellow Bank Watershed District	\$ 3,455,319,000
024	Heron Lake Watershed District	\$ 2,846,205,600
026	Middle-Snake-Tamarac Rivers Watershed District	\$ 3,273,341,600
028	Okabena-Ocheda Watershed District	\$ 1,214,980,200
030	Pelican River Watershed District	\$ 2,945,172,600
031	Bois De Sioux Watershed District	\$ 4,866,130,600
032	Prior Lake-Spring Lake Watershed District	\$ 6,176,616,700
034	Ramsey-Washington Metropolitan Watershed District	\$ 22,694,883,500
036	Red Lake Watershed District	\$ 10,207,837,200
038	Rice Creek Watershed District	\$ 32,221,576,200
040	Roseau River Watershed District	\$ 983,135,200
042	Sand Hill Watershed District	\$ 1,311,050,000
043	Sauk River Watershed District	\$ 11,382,792,800
044	Stockton-Rollingstone-Minnesota City Watershed District	\$ 652,935,100
048	Turtle Creek Watershed District	\$ 1,631,814,400
050	The Two Rivers Watershed District	\$ 1,955,465,400
052	Upper Minnesota River Watershed District	\$ 1,663,890,300
054	Valley Branch Watershed District	\$ 7,137,574,300
056	Warroad Watershed District	\$ 524,402,400
058	Nine Mile Creek Watershed District	\$ 26,283,107,200
060	Lower Minnesota River Watershed District	\$ 14,235,035,200
062	Minnehaha Creek Watershed District	\$ 71,544,099,300
064	Riley-Purgatory-Bluff Creek Watershed District	\$ 19,657,603,300
066	Wild Rice Watershed District	\$ 4,529,204,500
068	Yellow Medicine River Watershed District	\$ 3,068,303,900
069	Browns Creek Watershed District	\$ 2,681,502,500
070	Capitol Region Watershed District	\$ 29,215,629,200
071	Comfort Lake-Forest Lake Watershed District	\$ 2,975,872,700
073	Shell Rock River Watershed District	\$ 2,694,855,600
074	Middle Fork-Crow River Watershed District	\$ 2,392,722,300

SOURCE: Minnesota Department of Revenue 2023 PRISM SUBMISSION #3 - FINAL ASSESSMENT AND TAXATION

Manager _____ introduced the following resolution and moved its adoption:

RESOLUTION 23-10

LOWER MINNESOTA RIVER WATERSHED DISTRICT

PRELIMINARY CERTIFICATION OF PROPERTY TAX LEVIES FOR CARVER COUNTY

FOR TAXES PAYABLE 2024 AND APPROVAL OF 2024 PROPOSED BUDGET

WHEREAS State Law requires the certification of a proposed budget and proposed tax levies no later than September 30, 2023; and

WHEREAS, the Board of Managers has met and discussed the proposed budget and tax levy; and

WHEREAS, the Board of Managers of the Lower Minnesota River Watershed District ("LMRWD") has proposed a total budget of Two Million One Hundred Ten Thousand Three Hundred Thirty-Eight and 00/100 Dollars (\$2,110,338.00) for the fiscal year commencing January 1, 2024; and

WHEREAS the proposed budget requires One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000) to be raised from an ad valorem tax levy on all taxable property in the LMRWD, apportioned according to the attached Schedule A, the following amounts:

Administrative Tax Levy	\$250,000 (Minnesota Statutes § 103D.905 Subd. 3)
Planning & Implementation Levy	\$625,000 (Minnesota Statutes § 103B.241)
Bonded Debt Levy:	
Area #3 Bonds	<u>\$300,000</u> (Minnesota Statutes § 103D.905 Subd. 4)
TOTAL Tax Levy	<u>\$1,175,000</u>

NOW, THEREFORE, BE IT RESOLVED, by the Board of Managers of the LMRWD, that the Secretary, in accordance with Minnesota Statutes, shall certify to the Auditor of Carver County, the following sum to be raised by levy on all taxable property within Carver County, located in the Lower Minnesota River Watershed District payable in the year 2024 for the purposes noted above: Seventy Six Thousand Six Hundred Ninety One and 08/100 Dollars (\$76,691.08), as provided in Minnesota Statutes, Sections 103D.911 and 103D.915; and

BE IT FURTHER RESOLVED, the Administrator shall certify to the Carver County Auditor a copy of this Resolution approving the property tax levies for collection in 2024 for the Lower Minnesota River Watershed District

BE IT FURTHER RESOLVED that the proposed 2024 expenses as proposed are \$2,110,338.00 and the proposed 2024 budget is approved in concept only.

The question on the adoption of the Resolution was seconded by Manager _____.
Upon a vote being taken there were ___ yeas and ____ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
AMUNDSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARISONZI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMANN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KUPLIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALVATO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted by the Board of Managers of the Lower Minnesota River Watershed District this 20th day of September 2023.

Jesse Hartmann, President

ATTEST:

Lauren Salvato, Secretary/Treasurer

I, Lauren Salvato, Secretary of the Lower Minnesota River Watershed District, do hereby certify that I have compared the above Resolution with the original thereof as the same appears of record and on file with the LMRWD and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 20th day of September 2023.

Lauren Salvato, Secretary

Manager _____ introduced the following resolution and moved its adoption:

RESOLUTION 23-11

LOWER MINNESOTA RIVER WATERSHED DISTRICT

PRELIMINARY CERTIFICATION OF PROPERTY TAX LEVIES FOR DAKOTA COUNTY

FOR TAXES PAYABLE 2024 AND APPROVAL OF 2024 PROPOSED BUDGET

WHEREAS State Law requires the certification of a proposed budget and proposed tax levies no later than September 30, 2023; and

WHEREAS, the Board of Managers has met and discussed the proposed budget and tax levy; and

WHEREAS, the Board of Managers of the Lower Minnesota River Watershed District ("LMRWD") has proposed a total budget of Two Million One Hundred Ten Thousand Three Hundred Thirty-Eight and 00/100 Dollars (\$2,110,338.00) for the fiscal year commencing January 1, 2024; and

WHEREAS the proposed budget requires One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000) to be raised from an ad valorem tax levy on all taxable property in the LMRWD, apportioned according to the attached Schedule A, the following amounts:

Administrative Tax Levy	\$250,000 (Minnesota Statutes § 103D.905 Subd. 3)
Planning & Implementation Levy	\$625,000 (Minnesota Statutes § 103B.241)
Bonded Debt Levy:	
Area #3 Bonds	<u>\$300,000</u> (Minnesota Statutes § 103D.905 Subd. 4)
TOTAL Tax Levy	<u>\$1,175,000</u>

NOW, THEREFORE, BE IT RESOLVED, by the Board of Managers of the LMRWD, that the Secretary, in accordance with Minnesota Statutes, shall certify to the Auditor of Dakota County, the following sum to be raised by levy on all taxable property within Dakota County, located in the Lower Minnesota River Watershed District payable in the year 2024 for the purposes noted above: One Hundred Twelve Thousand Seven Hundred Fifty Seven and 70/100 Dollars (\$112,757.70), as provided in Minnesota Statutes, Sections 103D.911 and 103D.915; and

BE IT FURTHER RESOLVED, the Administrator shall certify to the Dakota County Auditor a copy of this Resolution approving the property tax levies for collection in 2024 for the Lower Minnesota River Watershed District

BE IT FURTHER RESOLVED that the proposed 2024 expenses as proposed are \$2,110,338.00 and the proposed 2024 budget is approved in concept only.

The question on the adoption of the Resolution was seconded by Manager _____.
Upon a vote being taken there were ___ yeas and ____ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
AMUNDSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARISONZI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMANN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KUPLIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALVATO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted by the Board of Managers of the Lower Minnesota River Watershed District this 20th day of September 2023.

Jesse Hartmann, President

ATTEST:

Lauren Salvato, Secretary/Treasurer

I, Lauren Salvato, Secretary of the Lower Minnesota River Watershed District, do hereby certify that I have compared the above Resolution with the original thereof as the same appears of record and on file with the LMRWD and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 20th day of September 2023.

Lauren Salvato, Secretary

Manager _____ introduced the following resolution and moved its adoption:

RESOLUTION 23-12

LOWER MINNESOTA RIVER WATERSHED DISTRICT

PRELIMINARY CERTIFICATION OF PROPERTY TAX LEVIES FOR HENNEPIN COUNTY

FOR TAXES PAYABLE 2024 AND APPROVAL OF 2024 PROPOSED BUDGET

WHEREAS State Law requires the certification of a proposed budget and proposed tax levies no later than September 30, 2023; and

WHEREAS, the Board of Managers has met and discussed the proposed budget and tax levy; and

WHEREAS, the Board of Managers of the Lower Minnesota River Watershed District ("LMRWD") has proposed a total budget of Two Million One Hundred Ten Thousand Three Hundred Thirty-Eight and 00/100 Dollars (\$2,110,338.00) for the fiscal year commencing January 1, 2024; and

WHEREAS the proposed budget requires One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000) to be raised from an ad valorem tax levy on all taxable property in the LMRWD, apportioned according to the attached Schedule A, the following amounts:

Administrative Tax Levy	\$250,000 (Minnesota Statutes § 103D.905 Subd. 3)
Planning & Implementation Levy	\$625,000 (Minnesota Statutes § 103B.241)
Bonded Deby Levy:	
Area #3 Bonds	<u>\$300,000</u> (Minnesota Statutes § 103D.905 Subd. 4)
TOTAL Tax Levy	<u>\$1,175,000</u>

NOW, THEREFORE, BE IT RESOLVED, by the Board of Managers of the LMRWD, that the Secretary, in accordance with Minnesota Statutes, shall certify to the Auditor of Hennepin County, the following sum to be raised by levy on all taxable property within Hennepin County, located in the Lower Minnesota River Watershed District payable in the year 2024 for the purposes noted above: Four Hundred Seventy Three Thousand Four Hundred Fifty-Two and 15/100 Dollars (\$473,452.15), as provided in Minnesota Statutes, Sections 103D.911 and 103D.915; and

BE IT FURTHER RESOLVED, the Administrator shall certify to the Hennepin County Auditor a copy of this Resolution approving the property tax levies for collection in 2024 for the Lower Minnesota River Watershed District

BE IT FURTHER RESOLVED that the proposed 2024 expenses as proposed are \$2,110,338.00 and the proposed 2024 budget is approved in concept only.

The question on the adoption of the Resolution was seconded by Manager _____.
Upon a vote being taken there were ___ yeas and ____ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
AMUNDSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARISONZI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMANN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KUPLIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALVATO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted by the Board of Managers of the Lower Minnesota River Watershed District this 20th day of September 2023.

Jesse Hartmann, President

ATTEST:

Lauren Salvato, Secretary/Treasurer

I, Lauren Salvato, Secretary of the Lower Minnesota River Watershed District, do hereby certify that I have compared the above Resolution with the original thereof as the same appears of record and on file with the LMRWD and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 20th day of September 2023.

Lauren Salvato, Secretary

Manager _____ introduced the following resolution and moved its adoption:

RESOLUTION 23-13

LOWER MINNESOTA RIVER WATERSHED DISTRICT

PRELIMINARY CERTIFICATION OF PROPERTY TAX LEVIES FOR SCOTT COUNTY

FOR TAXES PAYABLE 2024 AND APPROVAL OF 2024 PROPOSED BUDGET

WHEREAS State Law requires the certification of a proposed budget and proposed tax levies no later than September 30, 2023; and

WHEREAS, the Board of Managers has met and discussed the proposed budget and tax levy; and

WHEREAS, the Board of Managers of the Lower Minnesota River Watershed District ("LMRWD") has proposed a total budget of Two Million One Hundred Ten Thousand Three Hundred Thirty-Eight and 00/100 Dollars (\$2,110,338.00) for the fiscal year commencing January 1, 2024; and

WHEREAS the proposed budget requires One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000) to be raised from an ad valorem tax levy on all taxable property in the LMRWD, apportioned according to the attached Schedule A, the following amounts:

Administrative Tax Levy	\$250,000 (Minnesota Statutes § 103D.905 Subd. 3)
Planning & Implementation Levy	\$625,000 (Minnesota Statutes § 103B.241)
Bonded Debt Levy:	
Area #3 Bonds	<u>\$300,000</u> (Minnesota Statutes § 103D.905 Subd. 4)
TOTAL Tax Levy	<u>\$1,175,000</u>

NOW, THEREFORE, BE IT RESOLVED, by the Board of Managers of the LMRWD, that the Secretary, in accordance with Minnesota Statutes, shall certify to the Auditor of Scott County, the following sum to be raised by levy on all taxable property within Scott County, located in the Lower Minnesota River Watershed District payable in the year 2024 for the purposes noted above: Five Hundred Twelve Thousand Ninety-Nine and 08/100 Dollars (\$512,099.08), as provided in Minnesota Statutes, Sections 103D.911 and 103D.915; and

BE IT FURTHER RESOLVED, the Administrator shall certify to the Scott County Auditor a copy of this Resolution approving the property tax levies for collection in 2024 for the Lower Minnesota River Watershed District

BE IT FURTHER RESOLVED that the proposed 2024 expenses as proposed are \$2,110,338.00 and the proposed 2024 budget is approved in concept only.

The question on the adoption of the Resolution was seconded by Manager _____.
Upon a vote being taken there were ___ yeas and ____ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
AMUNDSON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARISONZI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMANN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KUPLIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALVATO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted by the Board of Managers of the Lower Minnesota River Watershed District this 20th day of September 2023.

Jesse Hartmann, President

ATTEST:

Lauren Salvato, Secretary/Treasurer

I, Lauren Salvato, Secretary of the Lower Minnesota River Watershed District, do hereby certify that I have compared the above Resolution with the original thereof as the same appears of record and on file with the LMRWD and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 20th day of September 2023.

Lauren Salvato, Secretary

SCEHDULE A

District 060 - Lower MN River Watershed

The following table was presented for the Managers' consideration with regard to the proposed amounts to be levied in each separate county, based upon the net tax capacities available:

Preliminary Certification of Apportioned Levies

Payable 2024

1)	General Fund (M.S. 103D.905, Subd. 3)	\$250,000.00	
2)	Planning and Implementation Fund (M.S. 103B.241)	\$625,000.00	
3)	Bonded Debt Levy (M.S. 103D.905 Subd. 4)	\$300,000.00	
4)	Payable 2024 Property Tax Levy	\$1,175,000.00	
	(4)	(5)	(6)
	Payable 2024 Taxable Net Tax Capacity	Net Tax Capacity Percent Distribution	Apportioned Payable 2024 Levy Column (4) x (5)
<u>County</u>			
Carver	\$9,950,849	6.5269%	\$76,691.08
Dakota	\$14,630,670	9.5964%	\$112,757.70
Hennepin	\$61,431,976	40.2938%	\$473,452.15
Scott	\$66,446,544	43.5829%	\$512,099.08
TOTAL	\$88,360,483	100.00%	\$1,175,000.00

Table 4-1: Lower Minnesota River Watershed District - Implementation Program Budget for 2023 - 2027

ACTION	Year				
	2023	2024	2025	2026	2027
EXPENDITURE					
Administrative and Managerial					
General Administrative Services, Conferences, Coordination with LGUs, Stakeholders and other Project Partners, LGU Program Reviews, 9-Foot Channel, and Advisory Committees (Technical and Citizen)	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Administrative/Managerial Budget Total	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Studies and Programs					
Cost Share Incentive and Water Quality Restoration Program	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Dredge Management	\$240,000	\$240,000	\$240,000	\$126,000	\$240,000
Eagle Creek Bank Restoration at Town & Country RV Park Feasibility Study		\$30,000			
Education and Outreach Program	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Fen Private Land Acquisition Study		\$50,000	\$25,000		
Fen Stewardship and Management Program	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Gully Inventory and Assessment Program	\$90,500	\$150,000	\$150,000	\$150,000	\$150,000
Trout Streams Geomorphic Assessments		\$100,000			\$100,000
Monitoring Program and Detailed Data Assessments	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Project and Permit Reviews	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Implementation of the Sustainable Lake Management Plans		\$50,000	\$50,000		\$50,000
Seminary Fen Ravines Site C-2 Feasibility Study	\$20,000	\$40,000			
Spring Creek Site 3 Design Feasibility Study	\$50,000				
Watershed Management Plan				\$50,000	\$100,000
Water Resources Restoration Fund	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Studies and Programs Budget Total	\$795,500	\$1,055,000	\$860,000	\$721,000	\$1,035,000
Capital Improvements					
Minnesota River Study Area 3 – Bluff Stabilization Project		\$100,000	\$100,000		
Seminary Fen Restoration Site B		\$50,000	\$25,000		
Seminary Fen Ravines Site C-2 and C-3 Design and Construction			\$55,000	\$50,000	\$65,000
Dredge Site Culvert Replacement				\$51,500	
Eagle Creek Bank Restoration at Town & Country RV Park Project			\$69,800	\$90,200	
Eagle Creek Brown Trout Habitat Improvements Project					\$70,000
Minnesota River Floodplain Modeling	\$75,000				
Shakopee Riverbank Stabilization Project		\$50,000	\$50,000		
Spring Creek Sites 1 and 2 Design and Construction Stabilization Project	47,100	\$100,000	\$100,000	\$70,000	
Spring Creek Vegetation Management Project	\$40,000				
Stormwater BMP at Parking Lot near Lewis Street West and Second Avenue West Project	\$50,000	\$50,000			
Vernon Avenue Upgrade at the Dredge Site				\$62,500	
Capital Improvements Budget Total	\$212,100	\$350,000	\$399,800	\$324,200	\$135,000
TOTAL EXPENDITURES	\$1,257,600	\$1,655,000	\$1,509,800	\$1,295,200	\$1,420,000
General Levy	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Planning and Implementation Levy	\$525,000	\$625,000	\$650,000	\$675,000	\$700,000
Metropolitan Council Grant	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
Dredge Material Management Grant	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000
Grants	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Closed or Unrealized Projects	\$137,100	\$434,500	\$264,300	\$24,700	\$124,500
TOTAL REVENUE	\$1,257,600	\$1,655,000	\$1,509,800	\$1,295,200	\$1,420,000



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, August 16, 2023

Agenda Item

Item 6. A. – Friends of the MN Valley report on 2023 County Fair Project and 2024 program requests

Prepared By

Linda Loomis, Administrator

Summary

This item was on the August 16, 2023 LMRWD Board of Managers meeting agenda. It was tabled to the September 20, 2023 LMRWD Board of Managers meeting.

Mr. Ted Suss will be present at the meeting to report on the 2023 County Fair project. Friends of the Minnesota Valley (FMV) has requested the project be repeated in 2024, incorporating changes learned from the 2023 experience.

FMV has requested payment of \$10,000 as reimbursement for expenses incurred for the 2023 County Fair Project. Detailed itemization of expenses is contained in the final report. The Board should authorize payment of the invoice.

Additionally, FMV is requesting the LMRWD support its River Watch program and contribute \$20,000 to support this program. River Watch is a program that educates students about the health of water bodies. There are several other River Watch Programs in the State of Minnesota. The MN Board of Water & Soil Resources prepared a report to the Legislature in 2022 regarding River Watch program throughout the State. That report was included with the August 2023 meeting materials and it is not attached to this report.

FMV has provided its MN River Basin River Watch Report for the 2022/2023 school year.

Attachments

2023 County Fair Project Final report and recommendations
Request to fund 2024 County Fair Project
Friends of the Minnesota Valley Invoice 2023-01 dated July 1, 2023
Request to fund Friends of the MN Valley River Watch
Minnesota River Basin River Watch 2022-2023 Program Report

Recommended Action

Motion to receive and file Final Report on 2023 County Fair Project
The Board should provide direction to staff regarding funding requests
Motion to authorize payment of Friends of the Minnesota Valley invoice 2023-01 in the amount of \$10,000

2023 County Fair Project Report and 2024 Request

Submitted to Lower Minnesota River Watershed District

By Friends of the Minnesota Valley

September 2023

Introduction

During a span of 8 weeks in the summer of 2023, the Friends of the Minnesota Valley (FMV), through a dedicated team of young adults and adult paid staff and volunteers engaged with and educated more than 1000 residents of the Minnesota River valley at ten county fairs.

This proactive and forward-looking endeavor was undertaken by our leadership staff, paid young adults workers, young adults and adult volunteers within a highly compressed county fair schedule timeframe. Planning time was compressed due to the lateness of FMV request to LMRWD for funding. The success of the project reflects remarkable commitment of everyone involved from the youngest young adults to the most seasoned adult. Notably, the 2023 County Fair Project marked the inaugural FMV outreach project since the onset of the Covid-19 pandemic. While we commend the achievement of significant objectives, the 2023 County Fair experience has granted us valuable insights into the potential for vastly more effective outreach and education undertakings in the future.

Contained within the subsequent report is a comprehensive account of the content presented at our information booths, the staffing strategies employed, and the resulting Key Performance Indicators (KPIs) that reflect our impact. Furthermore, insights gathered from our staff and volunteers were recorded and collated to inform this report. Key Performance Indicators and the insights are analyzed within the framework of a Strengths-Weaknesses-Opportunities-Threats (SWOT) assessment. In addition, a prioritized set of recommendations, originating from our dedicated staff and volunteers, outlines strategies for optimizing future endeavors.

Crucially, this report encompasses a formal request for the continuation of this project into the 2024 County Fair season. Our proposal entails substantial revisions to messaging, materials, and staffing arrangements, all aimed at enhancing the reach and effectiveness of our outreach on behalf of the LMRWD. The conclusive section of the report features an addendum cataloging supplementary resources that have been referenced throughout.

We sincerely thank the LMRWD Board for their commitment to including and educating the people in the Minnesota River watershed about the river's challenges. The County Fair Project offers a meaningful way for people to contribute to improvement in the river and the river valley's health. Funding the 2023 County Fair project demonstrates the LMRWD Board's dedication, and we are truly grateful for the opportunity to collaborate on this effort to engage with and educate the Minnesota River basin community on important matters.

FMV Original Request and Project commitment

Text of original FMV request letter to LMRWD Board March 22, 2023

Linda Loomis
Administrator, Lower Minnesota River Watershed District

Linda

On behalf of the Friends of the Minnesota Valley (FMV), I am requesting that the Lower Minnesota River Watershed District fund a summer 2023 community outreach program modeled on the project LMRWD funded in the summer of 2017.

Our request is for \$15,000. At your request, I will provide a detailed budget. FMV is raising funds from other sources to supplement the project budget.

If funded, FMV will secure, and staff a booth/table at approximately 10 county fairs in the Minnesota River basin. Each booth will be co-labeled as FMV and Lower Minnesota River Watershed District.

One unique and exciting difference between the 2017 project and the 2023 project is that the organizing work and staffing work will be primarily conducted by members of the Minnesota Valley Izaak Walton League Youth Leadership program that is called the Green Crew <https://greencrew.club/>. One green crew member will be engaged and paid as the Project Planner/Project Manager working under my direction and supervision. Booth staffing will be provided by other high school and college young adults. Our intent would be to pay each young adults booth staffer a daily stipend paid with funds from LMRWD.

A valuable byproduct of this is that we will be providing a valuable education lesson to a number of young people, all leaders in their high school or college, on Minnesota River environmental issues.

The main purpose of the booth will be to educate the viewing public on the sediment transfer problem on the Minnesota River and educational materials that focus on solutions such as incorporating cover crops and minimum tillage as well as the importance of management of municipal storm water.

Handouts from booths will include publications and materials from LMRWD, Forever Green program at the University of Minnesota, University of Minnesota Extension, The Regional Sustainable Development Partnerships (RSDP), and any other organization that might have suitable handout materials.

I would be most pleased to attend the next LMRWD board meeting to present this request and answer questions.

Ted L. Suss
Executive Director

The Fairs Weve seen



Booth workers Sam and Larry in front of the booth

Actual 2023 Expenditures

	FMV Expenses (LMRWD Grant)	MN Valley IWLA Expenses	Volunteer/In-Kind Donations	Total
Booth Rental	\$ 2,105			\$ 2,105
Booth Setup Supplies	\$ 1,087			\$ 1,087
Fair Admissions	\$ 36			\$ 36
Planning and Support Staffing	\$ 300		\$ 5,000	\$ 5,300
Booth Staffing		\$ 20,400	\$ 6,519	\$ 26,919
Meal Reimbursement	\$ 4,150			\$ 4,150
Mileage Reimbursement	\$ 1,613			\$ 1,613
10% Admin Fee	\$ 1,000			\$ 1,000
Total	\$ 10,291	\$ 20,400	\$ 11,519	\$ 42,210

The commitment by friends of the Minnesota Valley to LMRWD to staff booths at ten fairs was kept.

During the course of the 2023 County Fair season, Friends of the Minnesota Valley placed and staffed booths at ten county fairs. The original list of fairs proposed included ten fairs; Dakota, Scott, Carver, LeSueur, Sibley, Nicollet, Renville, Blue Earth, Brown, and Redwood. Two of these fairs, Dakota and Renville, were removed due to scheduling conflicts and/or location. Two additional fairs, Watonwan and Waseca were added.

Map of MN River Valley with a star near each fair Location



Another major commitment for the Project was to engage young adults as booth staff

Friends commitment to you had two reasons:

- 1) Train the young adults themselves on Minnesota River Issues and Water Quality Issues
- 2) To add appeal to a younger demographic of fair visitors through young adults staffing.

The following is a statement from one of our young adults booth workers who is currently attending Trinity College in Dublin Ireland where she is studying as a part of a Yale University study abroad program.

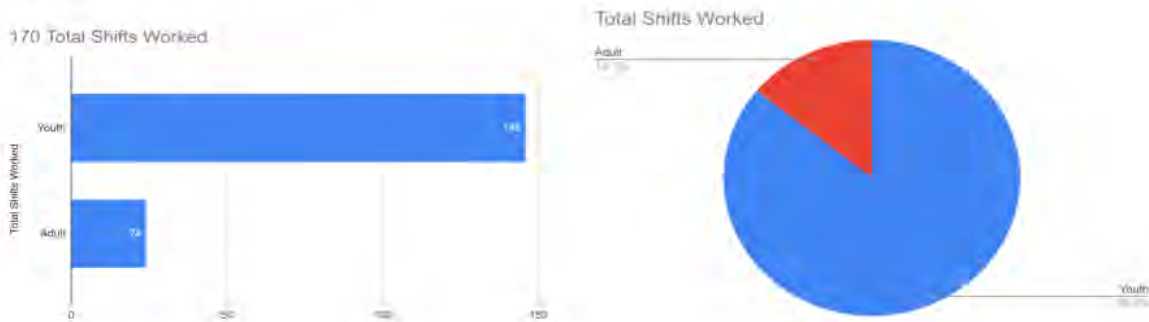
I found that working at the booth was a very rewarding and eye-opening experience. Often, the people who stopped to talk to us were sympathetic to our cause which made it easier to discuss their problems (with flooding, farming, etc.) and solutions. I was able to meet people who not only were being impacted at the frontlines of climate change, but also who were working on solutions. It was honestly very inspiring and made an issue as conceptual and big as climate change feel tangible, real, and more solvable.

Talking with farmers, homeowners, kayakers, fishermen, young people, old people, and everyone in between only deepened my understanding of the issues we are working to solve.

Kathryn Kaiser 2023 County Fair Worker
Green Crew Member and Climate Resilience Fellow

Total shifts worked 170 146 by young adults 24 by adults

Work Shift Data 1

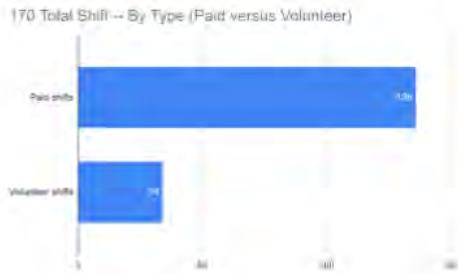




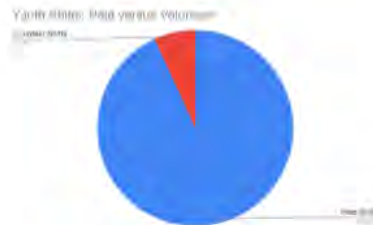
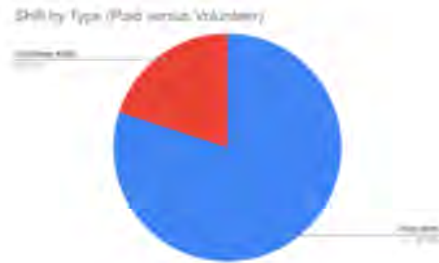
Booth young adults workers Sam and Katheryn , above Suryash below

As outlined in the original budget and proposal, most of the shifts were worked by paid young adults. The LMRWD grant was leveraged by a grant of paid staff time from project partner, the Minnesota Valley Chapter of the Izaak Walton League of America. All of the paid work shifts were worked by young adults. No adults were paid for hours worked. Several shifts were worked as volunteers by Green Crew young adults.

Paid vs Volunteer shifts



Average shift 5 hours



Value of paid youth shifts worked

Only youth were paid to work shifts

136 Paid Shifts

Average shift 5 hours

\$30 per hour paid stipend with cost of benefits

136 shifts times 5 hours per shift equals 680 hours of paid youth work

Total Value of paid fair work by youth \$20,400

This was funded by a grant, in the form of paid youth time, received by the Minnesota Valley IWLA Chapter and made available to the Friends of the Minnesota Valley

Value of Paid and Volunteer

Paid Staff	\$20,400
Volunteers	\$6,519
Planning and Support	\$5,000
	\$31,919



Total Value of Paid and Volunteer: \$31,919

Volunteer time valued at the U.S. government recommended rate of \$31.80 per hour. The \$5,000 Planning and support line item represents the value volunteer time, at \$31.80 per hour, of the Friends of the Minnesota Valley Executive Director and the Minnesota Valley Izaak Walton League Executive Director of youth programming to plan the fair booth project, gather materials, and oversee the training, scheduling, and supervision of the young adult workers.

Friends of the Minnesota Valley agreed to provide Key Performance Indicator in three visitor interaction categories;

- **Contacts**
- **Meaningful Connections**
- **Engagements/Contact Information**

In reporting to LMRWD, FMV created a sub category within Meaningful Connections included the distribution of resources to booth visitors .Resource Distribution is included within Meaningful Connections, not a separate category. The number of resources represents the number of items in inventory at the beginning of the overall project compared to the number in inventory at the end of the project. Separate resource numbers were not recorded for individual fairs.

Visitor Interaction Definition

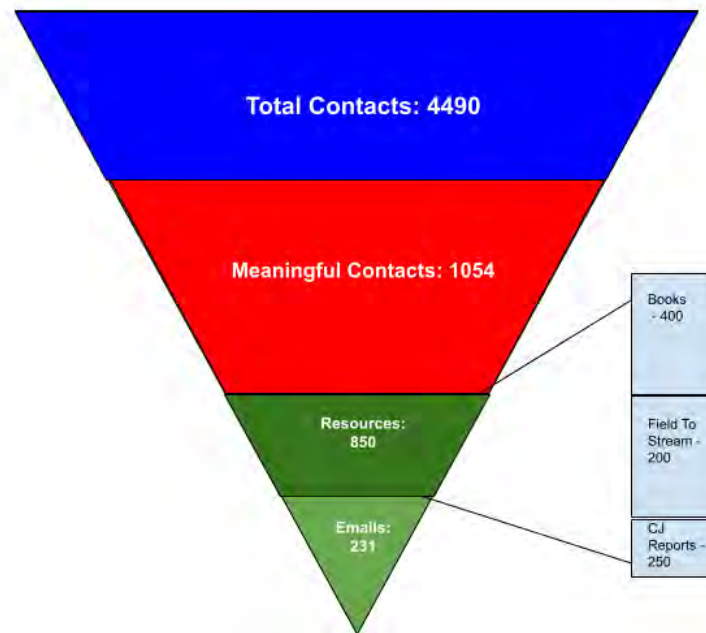
Contacts Fair Visitor Became Aware of Our Booth

Meaningful Contacts Booth Visitor participated in a substantive conversation pertaining to the well-being of the Minnesota River.

Engagements All elements of Meaningful Contact plus the person accepted a resource material such as the Book, For *Love of a River* , the U of M Research Booklet *Fields to Streams*, or the LMRWD Report by Carrie Jennings

Resources Visitor given one of the three resource documents; For *Love of a River* , the U of M Research Booklet *Fields to Streams*, or the LMRWD Report by Carrie Jennings

Received future contact information Obtained an email or phone number or they filled online form



Attention getting sample of booth content



Lessons Learned

The 2023 County Fair Project was the first attempt at this scale of involvement with County Fairs. As soon as the Project was approved by the LMRWD and work started, we were taking notes on how things could be improved. While many of our initial plans were adjusted based on time and resource availability, our primary initial goals were also able to be met.

SWOT Analysis

We used a traditional SWOT analysis model to analyze the project. A SWOT analysis is a structured framework used to evaluate the Strengths, Weaknesses, Opportunities, and Threats of a project, organization, product, or situation. It provides a comprehensive overview of both internal and external factors that can impact the subject of analysis. Here's a breakdown of each component:

1. *Strengths (Internal):*

Strengths refer to the internal positive attributes or qualities that give an advantage to the County Fair Project. These



are the aspects that the Project excelled at, and they can be leveraged to achieve objectives in the future.

2. Weaknesses (Internal):

Weaknesses are the internal limitations or areas where the County Fair Project lagged behind. Identifying weaknesses helps in understanding where improvements are needed to enhance performance.

3. Opportunities (External):

Opportunities are external factors or circumstances that can be exploited to achieve favorable outcomes. These can arise from organizational resource allocation, market trends, technological advancements, changes in regulations, etc.

4. Threats (External):

Threats are external factors that have the potential to harm or create challenges for the County Fair Project. These can include resource constraints, partner fragmentation, changes in fair attendance patterns, etc.

County Fair Project SWOT Analysis

Strengths

1. Full Staffing at 10 County Fairs:

The project achieved full staffing coverage at all 10 fairs, demonstrating our commitment to ensuring the presence of knowledgeable staff throughout the events. A major strength was the partnership with the Minnesota Valley Chapter of the IWLA that secured a grant, in the form of paid young adults workers, who provided 136 of the 170 shifts worked.

2. Commitment to Excellence:

The project showcased a strong commitment to excellence, with every shift being successfully filled with trained workers, indicating the dedication of our FMV County Fair team to fulfilling one of our most important goals.

3. young adults Leadership and involvement:

A notable strength of the project as completed was the young adults-led approach taken. This brought energy, enthusiasm, and a fresh perspective to the project's operations. Many booth visitors reported to the adult staff how highly impressed the visitor was following a young adults-led discussion in the fair booth. Staffing the booths with young adults provided a fresh appeal to booth visitors

4. young adults Training and Mentoring:

A "super-majority" of the fairs shifts 146 of 170 total shifts benefited from the participation of trained young adults who were mentored by knowledgeable adults volunteers, highlighting our emphasis on cultivating increased knowledge among young future leaders and equipping them with valuable skills, knowledge of river and water quality issues and motivation, in some cases, to pursue water related environmental careers.

5. Resource Distribution:

Over 650 resource items were effectively distributed, including materials such as the book written by former legislator and noted environmentalist Darby Nelson "For the Love of the River", a comprehensive researched based agricultural water quality booklet titled "Fields to Streams" prepared and published by the University of Minnesota Extension Service, and a LMRWD published report drafted by Dr. Carrie Jennings on behalf of the LMRWD.

To the maximum extent possible, each of these resource items was only given to a booth guest following a meaningful discussion of at least one of the issues presented in our booth.

These resource items were the primary attraction to engage fair visitors and move them from simple contacts to meaningful discussions.

This effective use of resources demonstrated our ability to engage fair attendees with informative and educational content.

These strengths reflect the FMV project's ability to effectively staff events, empower young adults involvement, and disseminate valuable resources to fair attendees, setting a solid foundation for further development and success.

Weaknesses:

1. Insufficient Time for Comprehensive Planning and Preparation:

The project faced what we now know was a late start in planning and execution. This affected our ability to fully capitalize on all opportunities. The principal booth staff worker training and message development workshop was held on June 26. This was barely two weeks before the opening of the first three County Fairs. The primary outcomes report from that LCMRD-led workshop arrived at FMV in July, slightly over one week before the opening of three of the County Fairs. Although many excellent ideas and suggestions on booth presentation were generated at the June 26 workshop, many of those ideas, including recommended materials and the booth's appearance, could not be implemented.

Immediately following the June 26 workshop, FMV created booth materials gathered by or developed by FMV staff and assembled the booths with less than optimal appearance. This was done prior to receiving the report of the June 26 meeting. As a result of this compressed timeline, booth appearance and message clarity fell short of expectations and fell short of the desired standard and impacted the overall quality of our presence. Additionally, the absence of clear paths tailored to different audience types resulted in less than optimal booth-staff/visitor interactions.

It is noted that the lateness of the meeting, June 26, was not the result of an error or omission by anyone, but was a function of the lateness of the FMV request for funding for the 2023 County fair project.

Because the June 26 workshop was presented as the message development and booth content clarification experience, FMV chose to await the outcome of the workshop to order materials such as poster sized graphics and social media frames.

Addressing this weakness will be discussed in opportunities and recommendations.

2. Engagement and Interactivity:

Engagement and productivity fell below the expectations envisioned by FMV. The QR Code did not work in these fair settings

Our booth had fewer engagement activities than originally planned and the total number of Contacts, Significant Discussions, and Engagements were somewhat lower than expected.

One example of the problem created by the lateness of the messaging meeting was that Social Media "Selfie Frames" (examples shown later in this report under recommendations) were not ordered in May or June while awaiting the Message clarification meeting. When FMV finally

attempted to order the “Selfie Frames” after the June 26 meeting we learned there was a four week delivery timeline. The Selfie Frames would not have been delivered, even if no delay was encountered, until half of the fairs were completed. Reluctantly, the decision was made not to order the frames as their mid-project arrival would have required a reconfiguration of the booth during the already compressed timeline.

The booth's poor placement at some fairs limited visibility and accessibility, potentially hindering attendee engagement. Booth placement will be discussed in opportunities and Recommendations .

3. The project suffered from a lack of a compelling "high-powered" hook or prize to draw visitors in. The Free Book by Darby Nelson was a remarkably effective hook for persons who paddle and recreate on the river, but was not sufficient to engage other fair visitors. The absence of interactive activities. Described in the preceding paragraph, diminished opportunities for dynamic engagement.

This weakness will be discussed in opportunities and recommendations.

4. Staffing and Expertise:

Another weakness and lesson learned was that while our training of workers, including the June 26 workshop day was extensive, the training did not focus enough on the need for training on aggressiveness in gaining interaction with passerby fair visitors by our booth staff.

FMV did not purposely recruit staff specifically for fair booth and information tabling. Challenges arose from some workers being uncomfortable with the need to aggressively approach every passerby to convert those fair visitors into contacts, then into meaningful conversations, and into engagements meaning collection of an email address.

This weakness will be discussed in opportunities and recommendations.

5 Clarity of Message:

FMV originally intended that a major theme of the booth message would be the harm and damage caused by sediment transfer, and expense of dealing with that sediment whether it be in dredging costs or post flood cleanup. An equally important second theme was intended to focus on solutions. Removing sediment transfer harm and dredging costs as the primary message left us with a somewhat disjointed solutions theme.

This weakness will be discussed in opportunities and recommendations.

Opportunities:

1. Early Planning and Preparation

An immediate and advantageous opportunity lies in the early initiation of planning for the 2024 County Fair Project. Several planning steps have already been undertaken by FMV. A major move in the direction of early planning is FMV's request to LMRWD during August 2023 for requested approval of the 2024 County Fair project by LMRWD prior to the end of 2023.

This is discussed further in recommendations

2. Focused Messaging for Sediment Reduction

An opportunity exists to reshape and fine-tune the messaging of the project with a focus on sediment transfer reduction. By framing the content to emphasize solutions, positive outcomes, and community empowerment, we can effectively address citizen concerns and encourage fair attendees to participate in booth activities. This approach aligns with the project's goal of educating and involving residents while fostering a sense of collective responsibility.

This is discussed further in recommendations

3. Dedicated Staffing with Specific Recruitment:

An opportunity for improvement lies in recruiting dedicated staffing members who are specifically aligned with the project's goals. By selecting individuals with a strong passion for the project's mission, we can ensure a team that is committed, knowledgeable, and capable of effectively conveying the project's message. This strategic recruitment process can lead to higher-quality interactions and enhanced engagement.

This is discussed further in recommendations

4. Booth location

Booth location was identified as a weakness by booth staff. In one case, our first call to a county fair office resulted in FMV being told that all exhibitor booths were booked and we would be put on a waiting list. Ultimately we were given a small booth that was created by moving display cases for arts and crafts. Again early planning is a key to turning this weakness into an opportunity.

This is discussed further in recommendations

5. Greater visitor engagement

Persuading contacts to stop and engage fully with booth staff proved more difficult than expected. This lower than desired level of engagement may have reflected a magnetic interactive activity or a prize drawing.

This is discussed further in recommendations

Threats

1. Lack of In-Kind Support and Management

A significant potential threat for success in 2024 exists if there was an absence of in-kind support and management from the Minnesota Valley Chapter of the Izaak Walton League, including their Green Crew program. This partnership has been pivotal in past endeavors, providing valuable resources and expertise. Without their involvement, the project may face challenges in terms of resources, coordination, and the ability to effectively engage fair attendees.

2. Challenge in Acquiring Attractive Prizes:

Another threat for success in 2024 arises from the potential inability to acquire sufficiently attractive prizes to incentivize fair attendees. Captivating prizes play a critical role in drawing visitors to the booth and encouraging participation. The failure to secure appealing prizes may result in reduced engagement and diminish the project's potential reach and effectiveness.

3. Inability to secure purpose-engaged booth staffing.

Should Friends of the Minnesota Valley be unable to secure personnel highly interested in River and Water issues who are engaged primarily to staff booths, this would present a serious threat to future success.

Recommendations for an Even More Successful County Fair Project in 2024

1. Early Planning

Starting the planning process early, no later than January 1, 2024, allows for meticulous strategizing, resource allocation, material acquisition, partner engagement, and timeline management. This proactive approach ensures that all elements of the project are well-prepared, reducing the risk of hasty decisions and providing ample time for adjustments based on insights gained during the planning phase.

A key element for a successful project in 2024 would be a LMRWD Leadership meeting with Friends of the Minnesota Valley Leadership in January of 2024 to clarify the message and booth elements.

Booth staff training can begin with a focus on imparting issue knowledge on the selected themes and increasing visitor engagement.

In anticipation of hoped for funding for the 2024 County Fair Project, contacts have already been made with potential partners, especially the Minnesota Valley Chapter of the IWLA.

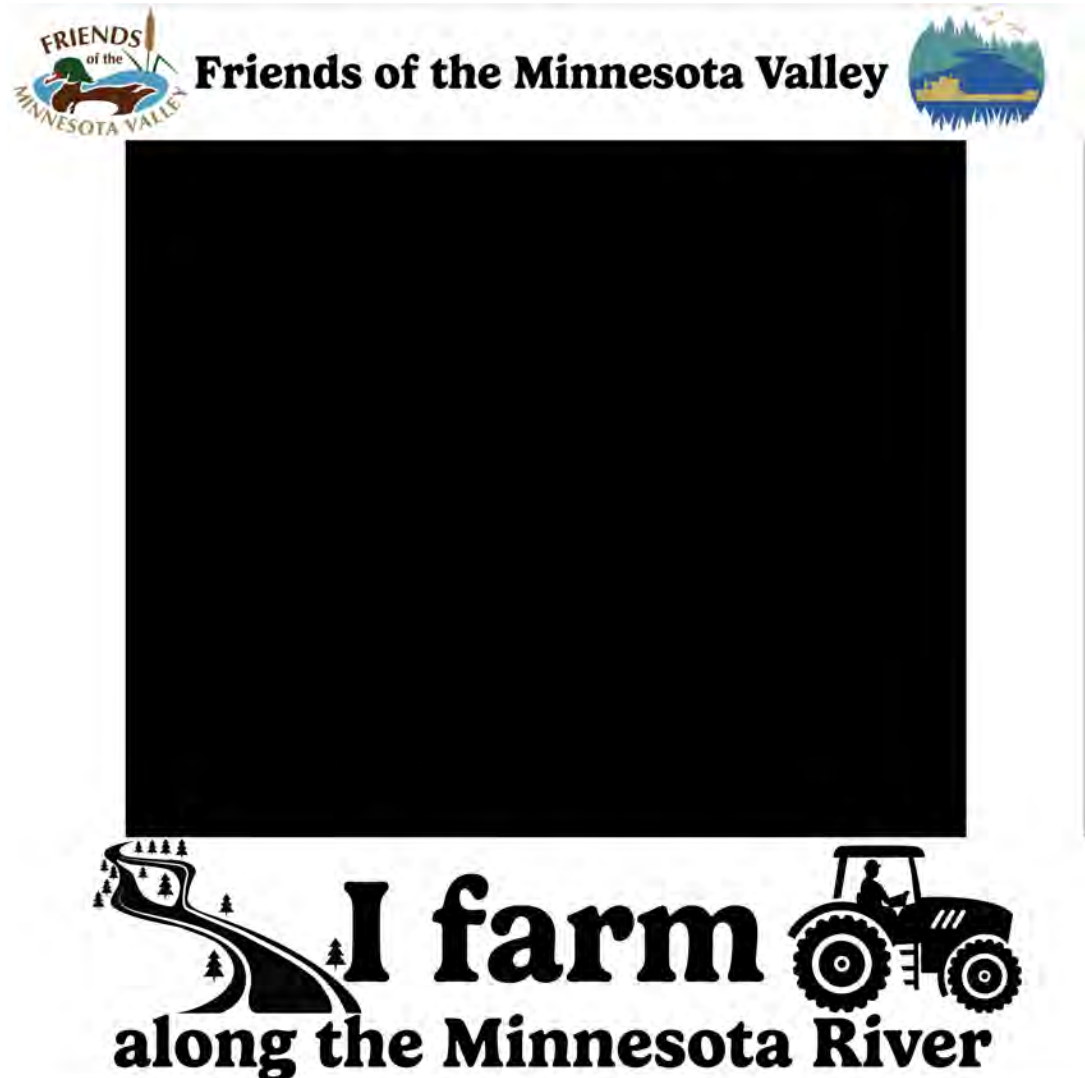
2. Clear Messaging

- a. Simple meaningful message on sediment transfer
- b. Strong message on positive solutions; water storage and cover crops
- c. Message Encouraging Use of the River; Paddler maps other?
- d. Degraded vs clear water stream display

FMV recommends a January 2024 meeting at the LMRWDD and FMV administrative level to clarify messaging and review potential booth content.

3. Greater Opportunity for visitor Interaction

- a. Selfie frames for visitor social media posts, several frames are already tentatively designed. This one draft frame is shown as an example



- b. Interactive exercises connecting booth visitors with the river
DNR State Water Trail Paddler Maps
- c. Displays of water from different points along the river; in sediment jars
Water will be collected by FMV River Watch teams during spring 2024 water sampling.
- d. Cover crop seed samples in jars
- e. Loaned displays from Forever Green and MPCA shown below:



Display by MPCA, loan requested for 2024 fair booths



Display by Forever Green Institute U of M Loan requested for 2024 project.

4. Premium Prizes

A promising strategy involves securing highly desirable prizes, valued at approximately \$1,000 each, to act as a hook for engaging fair attendees. Such incentives can significantly enhance visitor interest and interaction at the booth. By offering prizes that resonate with several different target audiences, we can increase participation in meaningful discussions, and leave a lasting impression on booth visitors, thereby maximizing the project's impact.

There is no one prize that will draw all demographics of fair visitors into the booth. FMV does not have the fiscal resources to purchase and give away even one \$1,000+ value prize, much less numerous \$1,000 prizes. With fall 2023 commitment by LMRWD, FMV staff can immediately begin soliciting Prize Partners. Preliminary contact has been made with some potential prize partners

Prize Partners will be businesses or companies with products and services that coincide with the mission of LMRWD and FMV. Prize Partners will be asked for a cash donation in return for signage in the booth as well as a discount on a prize purchased from the Prize Partner by the drawing winner. Prize Partner donations will cover the prize purchase price..

While several Prize Partners and premium prizes will be displayed, see below, only one prize winner will be drawn and that prize winner will select the single prize he or she wishes to claim. The drawing will occur at the 2024 Minnesota State Fair in a booth staffed by either the Minnesota Valley IWLA Green Crew, River Watch, or both.

2024 Booth Prize attractions

One prize from selection
Conversations with prize donors have begun. Cash Donation \$250 discount on prize
Want a major prize that will appeal to each visitor demographic

Paddlers:	Kayak or Canoe
Anglers	Fish Finder
Landowners	Seed Gift Certificates
Farmers	Electric Chain Saw
Recreation	Electric Bicycle



Registering for the prize will require each registrant to submit contact information including name and email address and specify their special interest in the Minnesota River on the registration form.

5. Booth Placement

. Booth location was identified as a weakness by booth staff.

Again early planning is a key to turning this weakness into an opportunity. In one case, our first call to a county fair office resulted in FMV being told that all exhibitor booths were booked and we would be put on a waiting list. Ultimately we were given a small booth that was created by moving display cases for arts and crafts.

By starting booth booking early, as soon as a decision is made to proceed with a 2034 fair project, every county fair chosen for participation will be contacted and a desirable booth secured. Every county in the Minnesota River basin, with the exception of Hennepin County which we have no intention of including in future outreach projects, has a County Soil and Water Conservation District SWCD. Nearly every County SWCD presents a booth at the county fair. Due to the strong correlation between the Mission of the LMRWD, FMV, and SWCDs, our first 2024 fair contact with a fair administrator will include a request that the FMV/LMRWD booth be placed immediately adjacent or as close as possible to the county SWCD booth. At the same time, SWCDs in every county will be contacted to gain their support for nearby booth location.

This will provide an additional benefit in that FMV/LMRWD booth staff can converse with and build a positive relationship with those staffing the SWCD booth.

6. Purpose Recruited and Better Trained Fair Staffing for Summer:

A valuable avenue for progress involves purpose recruiting staff who are dedicated to the summer events. This should be completed well in advance of the first fair. This approach enables a more comprehensive preparation phase, where staff members can become well-acquainted with the project's objectives, booth content, and best practices. Consequently, these staff members can engage with visitors more confidently and knowledgeably, elevating the overall fair experience.

Desirable location is influenced by being located in the highest traffic exhibit building and adjacent to similar booths such as county SWCD booths.

7. Expanded Partnerships

- a. Prize Partners have been discussed above
- b. Soil and Water Conservation Districts discussed above under booth placement.
- c. Forever Green; During the 2023 County Fair project, the booth featured the Forever Green Institute of the University of Minnesota. During 2023 planning, the Forever Green Institute was contacted seeking materials that could be used in the booth. This contact was made near the end of Spring Semester 2023, a very busy time for university staff and students. Ultimately, items were downloaded from the Forever Green Institute web site and posted in the booth. As part of that conversation, the FMV staff person who made the contact asked if Forever Green would be interested in providing materials for future outreach efforts. The response was non committal but positive.

If LMRWD chooses to enable a 2024 County Fair project, Forever Green will be contact again early in the 2023-2024 academic year with a goal of Forever Green becoming a partner in the booth. Our request would include high quality, purpose-produced posters and handout materials and actual jar sized samples of Forever Green grain crops such as Kernza and Pennycress. The University of Minnesota operates a summer employment/internship project that supplies interns to university departments. FMV staff will suggest and encourage the leadership of Forever Green to secure a summer 2024 intern who would be assigned to staff our booth as part of a partnership.

- d. MPCA; MPCA has a variety of high quality materials, see picture above of clean water board, Discussions have already begun about securing these materials for loan for use in county fair booths in 2024.

Conclusion

The 2023 County Fair project sponsored by the Lower Minnesota Watershed District was a success in that Friends of the Minnesota Valley was able to place a booth at a total of ten fairs, staff each booth during the entirety of each fair, and made thousands of contacts.

Many lessons were learned that are discussed in this report.

Continuation of the County Fair project in 2024 will enable FMV to implement several changes that will increase booth visitation, increase the number of persons who can be educated about important river and water quality issues, and will strengthen the outreach capability of the Lower Minnesota River Watershed District.

The final conclusion is to restate the request from Friends of the Minnesota Valley to the Lower Minnesota River Watershed District Board to approve the \$10,000 requested grants for the 2024 County Fair Project at the September meeting of the LMRWD Board.



Friends of the Minnesota Valley

PO Box 20697
Bloomington, MN 55420

Invoice

Invoice #: 2023-01
Invoice Date: 7/1/2023
Due Date: 7/1/2023

Bill To:

Lower Minnesota River
Watershed District
Attn: Linda Loomis
112 E 5th Street #102
Chaska, Minnesota 55318

Description	Amount
<p>The purpose of this project is to provide LMRWD with an outreach project educating citizens of the Minnesota River Basin upstream from the LMRWD geographic footprint.</p> <p>Friends of the Minnesota Valley (FMV) proposes a summer 2023 County Fair Outreach Project on behalf of LMRWD. The goal and plan is to place staffed information booths at 10 county fairs in the Minnesota River Basin.</p>	10,000.00
<hr/> Total \$10,000.00	
<hr/> Payments/Credits \$0.00	
<hr/> Balance Due \$10,000.00	



Friends of the Minnesota Valley

Post Office Box 20697
Bloomington, MN 55420
FriendsMNValley@gmail.com
Ted L. Suss, Executive Director
507-828-3377

August 7, 2024

To: Members of the Lower Minnesota River Watershed District Board to Directors

From: Ted L Suss

Subject: 2024 County Fair Project

As of this date, the 2023 County Fair Project has been proceeding with excellent success. LMRWD/FMV fair booths have been staffed in Waseca, Redwood, Scott, Watonwan, Blue Earth and Sibley Counties. This week, fair booths will be staffed in Nicollet, Carver, and Brown Counties. The project will wrap up the following weekend at the Le Sueur County Fair.

I request a spot on the LMRWD Board agenda for a formal final 2023 Fair Project report at the September meeting of the Lower Minnesota Valley Watershed District Board.

We have learned a great deal during the 2023 fairs which will be invaluable should the LMRWD Board choose to support a similar project in 2024. I personally worked five day-long shifts at two fairs to date and will be working another five days this coming weekend and probably three days at the LeSueur County Fair. This work has given me a deep insight into how we can increase traffic to our booths and increase the impact of our message in future years.

I formally request that the LMRWD support a repeat of the County Fair Project during the summer of 2024 and ask that as the LMRWD prepares your 2024 budget, you include an allocation of \$10,000.

As I mentioned above, we are learning a great deal while staffing the fair booths in 2023. This knowledge can make our 2024 efforts even more effective.

First, we have learned that our booths need a **HOOK**, most likely in the form of a significant prize drawing or gift item, to draw people to the booth. We used the Darby Nelson book to great effect this summer. On behalf of Friends of the Minnesota Valley, I will begin to solicit 1-3 significant prize donations that might include a gift certificate for Cover Crop seed, perhaps up to \$1,000, a Kayak or Canoe, and an Electric Powerboat engine. I will begin this solicitation if and as soon as LMRWD commits to 2024 sponsorship.

Second, I would like to work with LMRWD to develop a fair-specific handout and support materials that fully describes the harm done and costs to downstream areas by increased flow on the Minnesota River.

Third, given more time, I hope to secure on-message handout materials from other organizations.

If a fair project support commitment is made by the LMRWD Board before the end of 2023, we can have adequate time to accomplish each of the objectives described above.

Thank you again for the support LMRWD provided for the 2023 County Fair Booth Project.

Ted



Friends of the Minnesota Valley

Post Office Box 20697
Bloomington, MN 55420
FriendsMNValley@gmail.com
Ted L. Suss, Executive Director
507-828-3377

August 7, 2023

To: LMRWD Board

From: Ted L. Suss, FMV Executive

Subject: River Watch Support

As I believe you are aware, the Friends of the Minnesota Valley operates a youth Water Quality Monitoring and River Education Program called River Watch in the Minnesota River basin.

Funding this program is a challenge each year. On behalf of the Friends of the Minnesota Valley, I am requesting funding from LMRWD in the amount of \$20,000 in 2024 for River Watch programming that FMV will provide through school districts that overlap the LMRWD boundaries.

At present, River Watch serves students from Prior Lake and Shakopee High Schools and elementary and middle school programs for students from Bloomington, Burnsville, and Shakopee. In Shakopee and Prior Lake, we work with multiple classrooms of students.

With support from LMRWD, I am quite confident we can expand our high school teams to include Bloomington Kennedy and Jefferson, Eden Prairie, Chanhassen and Chaska.

It costs FMV approximately \$2,500 per year in consumable materials and staff time to conduct four "at the river" water quality sampling events. LMRWD support would fund two sampling events in spring of 2024 and two sampling events in fall of 2024 with students from each school. I expect we will expand participation to at least five schools in the LMRWD area in 2024 at a total cost in the LMRWD area of \$12,500. We may exceed five schools in the LMRWD area. In addition to the water quality monitoring, Friends has worked with a professional curriculum developer to develop a comprehensive Water Quality Curriculum that aligns with the Minnesota Science standards. this curriculum is taught in participating schools by our River Watch staff.

One hindrance to school participation is the cost of transporting students from their schools to and from the river. Should LMRWD chose to fund secondary school River Watch programs in the LMRWD, FMV will set aside a portion of any LMRWD funds help offset some of school-incurred student transportation expense. For planning purposes, I would suggest FMV set aside \$2,500, assuming a \$20,000 LMRWD support level, for River Watch student transportation during 2024.

During the summer of 2023, Friends of the Minnesota Valley, working in cooperation with the Minnesota Valley Chapter of the Izaak Walton League, began a program called Green Summer. Through this program, students enrolled in school-based summer-school programs come to the Minnesota Valley Ikes Chapter house one day each week for an intensive day of education including water quality monitoring, water quality education, macro invertebrate surveys, and other related environmental subjects. Two of the schools that participated in this inaugural 2023 Green Summer program are LMRWD area schools Burnsville and Bloomington.

Again, the "lesson" portion of these Green Summer days is based on the professionally developed Water Quality curriculum and is aligned with Minnesota state Science standards.

As part of this \$20,000 request, I am requesting \$5,000 that will be devoted to providing Green Summer 2024 programming for schools from the LMRWD area. This \$5,000 would help offset a portion of the 2024 Green Summer for LMRWD area schools.

With the support of LMRWD, Green Summer 2024 can provide an extensive and intensive summer long water quality and macroinvertebrate education to many dozens. likely over 200, of students from school districts, that overlap territory with LMRWD.

Thank you in advance for your consideration.

Ted

Minnesota River Basin River Watch

2022-2023 PROGRAM REPORT



Prepared For
MPCA & FMV





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- 3) Program Overview
- 4) Program Area Descriptions
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- 6) Water Sampling Fieldwork
- 7) River of Dreams
- 8) Leave No Trace Statement
- 9) Community Engagement
- 10) Program Management & Reporting
 - Appendix A: 2022 River Watch Water Monitoring Participation Data
 - Appendix B: Educational Material Samples
 - Appendix C: Curriculum Alignment with MN's Next Generation Science Standards
 - Appendix D: Project Workplan

Program Overview

River Watch (RW) engages high school, middle school, and elementary school students in a multidisciplinary study of Minnesota's water health and management through hands-on, field based experiential watershed science. Schools across the Minnesota River Basin monitor the quality of their local river and stream, and investigate potential impacts to the water. The in-class and field activities are designed to prepare future scientists and stewards to understand the complex nature of water quality and advocate for solutions to improve the health of our most important resource.

Funding for River Watch during the current FY22-FY23 biennium is provided by the Minnesota Legislature through an appropriation of the Clean Water Legacy Funds to the Minnesota Pollution Control Agency. Beginning during the 2018-2019 school year with five high school teams, River Watch has grown to a program including twenty-two high school teams. Over the 5 years River Watch has operated in the Minnesota River Basin, it has engaged an increasing number of students in water quality data collection, which is shared with the MPCA to supplement their Surface-Water Database. Across 2022- 2023 school year, River Watch Staff worked with nearly 3300 students from the following 22 high school teams, 2 middle school classes. and 10 elementary classes, to collect water quality field data and investigate topics in water science.

- The Blake School
- Bloomington - Jefferson
- Burnsville
- Cedar Mountain
- Comfrey
- Eden Prairie
- Madelia
- Mankato East
- Mankato Loyola
- Minnesota Valley Lutheran
- Morgan
- Nicollet Middle School
- New Ulm Cathedral
- MN Valley Izaak Walton League Green Crew Team
- New Ulm Public
- Prior Lake
- Redtail Elementary
- School of Environmental Studies
- Sibley East
- Shakopee
- Sleepy Eye Public
- Sleepy Eye St. Mary's
- Springfield
- Tri-City United
- Waseca

When possible, River Watch empowers its teams to act as educators of younger students and the greater community. The "River of Dreams" workshops pair student leaders with younger learners to explore topics in water science. One macroinvertebrate workshop partnered 167 high schoolers with 379 elementary students to study benthic macroinvertebrate (water bugs). The "Community River Walks" had students leading hikes focused on educating community members on the history and health of the Minnesota River watershed. The expansion of activities is the result of River Watch's partnership with the Minnesota Valley Chapter of the Izaak Walton League, which provides outdoor classroom facilities, and access to the Minnesota River floodplain.

Water Quality Monitoring

Students collect and record water quality conditions of local rivers and streams using state-of-the-art YSI Sonde monitors to gather “Grab” Samples. Teams also collect and identify macroinvertebrates to further assess the health of the river or stream.



River of Dreams Workshops

Student leaders facilitate water science workshops and day camps for middle and elementary school students. The workshops cover a wide range of water conservation topics, focusing on hands-on exploration of water conservation, aquatic fauna, and their natural environment.



Community River Walks

Student-led hikes, supervised by professional River Watch staff, along the floodplain of the Minnesota River aimed at educating community members on water conservation practices and human-driven impacts on the Minnesota River.



Project Progress

This report is for the Minnesota River Basin River Watch Project covering January 2022 through June 2023. The Friends of the Minnesota Valley is the project sponsor with programmatic support provided by the Izaak Walton League. The remainder of this report is organized by activities undertaken between 2022-2023.

Water Quality Monitoring

The beginning of the Spring 2022 sampling season welcomed a new Program Coordinator, Tom Crawford. In preparation for the imminent sampling, MN River Watch staff redesigned the educational materials, creating a more visually engaging and academically thorough in-class presentation (Appendix A). River Watch staff also completed the “Getting Ready for the New MN Science Standards” program offered by the Minnesota Department of Education. Every effort was made to incorporate Minnesota STEM standards into the classroom instruction and the hands-on water quality monitoring and macroinvertebrate identification (Appendix B).



The in-class lesson includes discussions on the following topics: water monitoring equipment, proper field-sampling methods, water quality metrics (pH, temperature, dissolved oxygen), pollutants (nitrates, phosphates, sediment, salt), the impact of natural and constructed environments on water quality, personal water conservation measures, common macroinvertebrates, and their varying sensitivity to pollution.



Water Sampling Fieldwork

All of these topics are revisited as students participate in collecting water quality field data and making environmental observations of the riparian ecosystem surrounding their local sampling site. Students are separated into groups and rotate between using the various pieces of equipment to collect water quality data.

A field sampling event includes the use of:

- YSI Sonde Handhelds - to collect water quality measures
- A Van Dorn sampler - to collect water samples from the middle of the watercourse
- A Secchi Tube - to assess the turbidity or clarity of the water sample
- A Phosphate Test Kit - to assess the level of phosphate in the water sample
- A Weighted Tape Measure - to determine the stage, or height of the water level in relation to the sampling point
- Aquatic D-Nets - to collect macroinvertebrates from the watercourse
- Macroinvertebrate Assessment Tools: Collection Tray, Taxonomy Charts, Magnifying Lens, Macroinvertebrate Pollution Sensitivity Index



Beginning in May 2022, River Watch partnered with 12 schools across 23 sampling events. By the end of October 2022, we added 6 more new River Watch teams, bringing the number of participants up to 1450 across 48 sampling events. After a productive winter building partnerships and curriculum, River Watch brought on 4 more high school teams, 2 middle school teams, and partnered with 10 elementary classes for a one day “River of Dreams” [RoD] workshop. In 2023 the number of participants from the 25 schools, across 50 sampling events and 4 RoD workshops, totaled 1613. River Watch is thrilled to have engaged so many young minds in hands-on investigation of complex water systems across our state and world; and to have collected crucial water quality data for the MPCA.



River of Dreams Workshops

Summer 2022 marked the start of the “River of Dreams” program, aimed at involving middle and elementary school students in a hands-on, place-based investigation of the basics of hydrology. “River of Dreams” events included: a Cross-grade Collaborative Workshop (CCW) exploring the importance of macroinvertebrates; and Green Camp, a multi week day camp exploring topics in water science and conservation. All “River of Dreams” activities were designed to fulfill the Next Generation Science Standards content requirements, and structured to emphasize the three dimensions of science learning: core knowledge, scientific practices, and crosscutting concepts.

Cross-Grade Collaborative Workshop

As a year-end project, the River Watch team from Prior Lake High School took on the role of an educator, preparing and facilitating a lesson for Redtail Elementary students. To prepare, the River Watch team members had to learn about macroinvertebrates: how to collect and identify them, what their populations can tell us about the health of the water, and how to communicate these ideas to younger learners. Once the lesson content was established, the River Watch members collected and identified macroinvertebrates to share with the young learners.

The day of the workshop, the young learners were paired off with River Watch members, who led the chosen activity, a game of memory using macroinvertebrates. Each learner tried to collect pairs of the bugs associated with low pollution tolerance/high quality water. The goal was to show how populations of macroinvertebrates can indicate high or low water quality. After the activity, the young learners were able to observe the real macroinvertebrates (collected by the River Watch team) under microscopes. It was amazing to see both groups of students, young and old, energize each other and share their growing knowledge of water and conservation in general. Overall, the one workshop involved over 550 participants.



River of Dreams Workshops (Continued)

Green Camp

Green Camp is a multi-week day camp that partners with school district summer programs to provide an outdoor, hands-on, place-based exploration of water science, environmental ethics, and conversation service. Piloted with Blake Schools during the summer of 2022, the 2023 Green Camp program grew to include 4 summer programs (Blake Schools, Burnsville, Bloomington, and Hiawatha College Prep HS). Each week campers explore a new topic in water science through hands-on experiments, and spend the afternoon collecting water quality data from streams in the Minnesota River Valley.

Green Camp is located on the Izaak Walton League of America’s Minnesota River Valley Chapter (IWLA-MNV) property along the border of the Minnesota Valley National Wildlife Refuge. This proximity to a designated wildlife refuge allowed students to explore the natural riparian environment and directly observe the seasonal changes in the nearby wetlands, floodplain, and river channel.

Green Camp was implemented in partnership with the IWLA-MNV Chapter’s Green Crew and the AmeriCorps Climate Resilience Fellows. The IWLA-MV Chapter Green Crew is a youth environmental and conservation leadership training program for high school and college students. The Green Crew, which draws young leaders from across the state, has its own River Watch team within the Friends of the Minnesota Valley program.



Leave No Trace Statement

Friends of the Minnesota Valley believes the River Watch program must not only engage the scientifically minded individuals, but also the environmentally conscious ones. As such, we integrate the Leave No Trace principles into every facet of our outdoor education programs.

The seven Leave No Trace principles support ethical and environmentally conscious decision-making in both natural and constructed environments. Furthermore, Leave No Trace provides a framework for stewardship that will serve students throughout their whole personal and professional lives.

Community Engagement

In an effort to build awareness of water quality issues in the broader community, River Watch, in collaboration with the Green Crew River Watch team, hosted a number of outreach events in 2022-2023. During the warm months, the high school students of the Green Crew River Watch team led Community River Walks; a hike along the Minnesota River from the Izaak Walton property to a MPCA testing site at the Bloomington Ferry Bridge. These events were open to the Public, which provided the Green Crew team members an opportunity to share the lessons learned from River Watch, and deepen their understanding of water science through teaching others. The aim of these River Walks was both networking with other young scientists interested in water conservation and educating community members on the importance of water quality and the extent of human's impact on our natural water resources. This Community Engagement effort reached over 50 community members across 8 River Walk events.

Presenting at the Minnesota State Fair as part of the MPCA's Eco-Experience Showcase allowed River Watch Professional Staff to interact with individuals and families across the US, prompting them to consider the health of Minnesota's largest rivers, the Mississippi and the Minnesota. Due to the geographically diverse audience, the exhibit was designed to encourage conversations around how one can reduce their impact on water quality, instead of focusing on recruitment to the program. As such, the day was filled with conversations about peoples' past and present experiences with the Minnesota and Mississippi Rivers.



Project Management & Reporting

This final 2022 report is to be submitted to the MPCA project manager. The report will also be submitted to the Board of Friends of the Minnesota Valley. Invoices have been submitted quarterly and the final summary of the project budget is shown below.

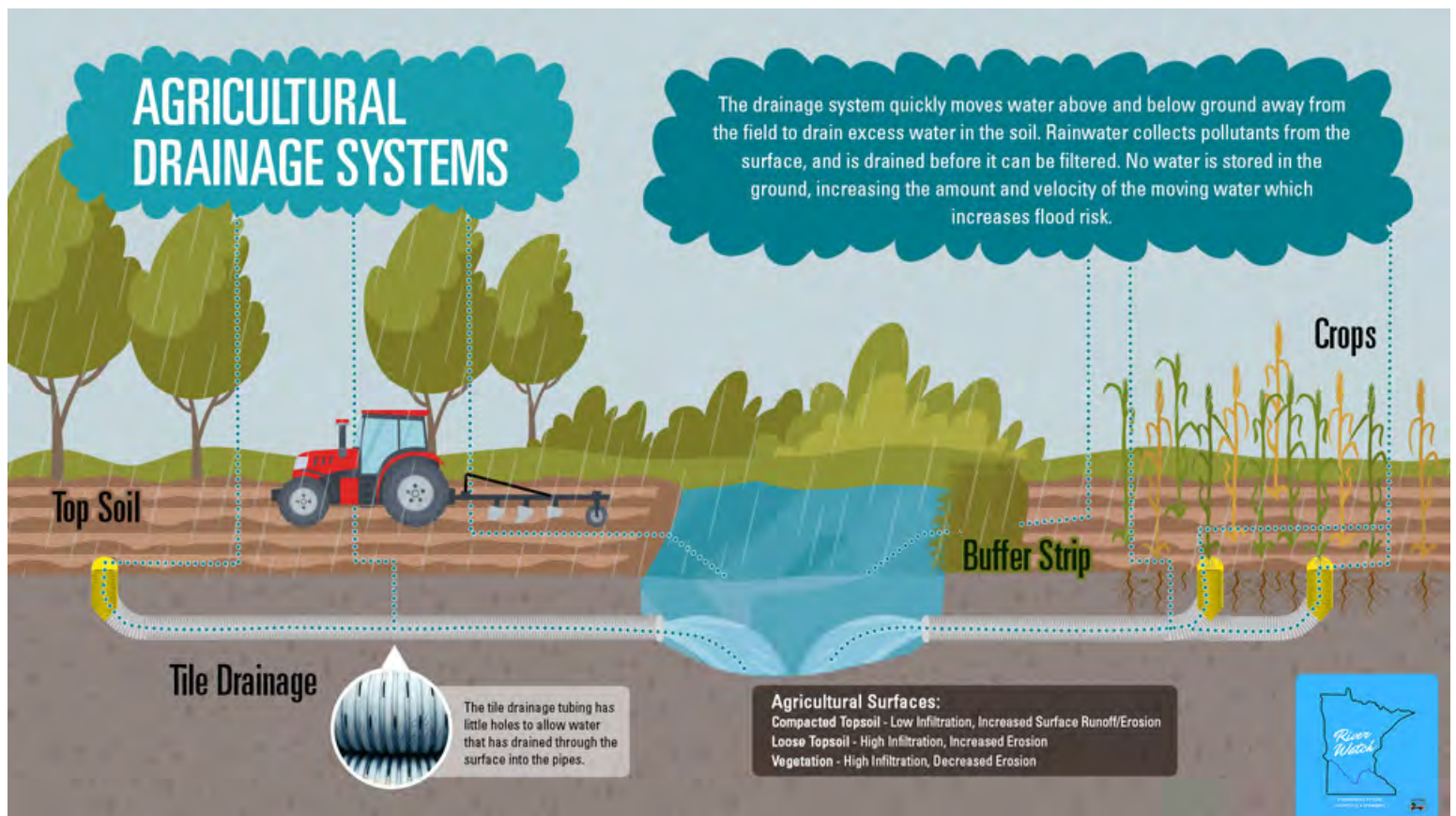
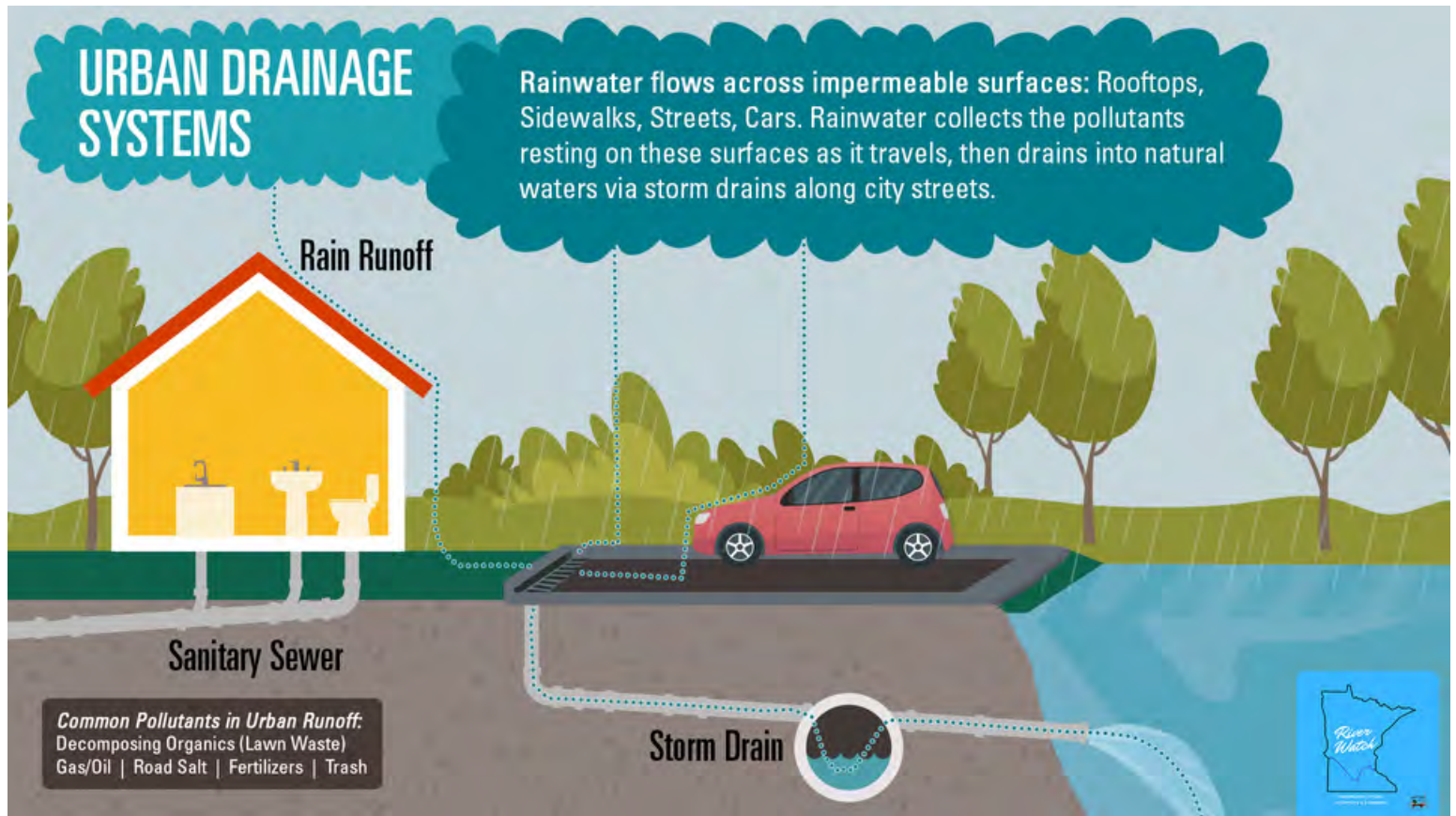
Line Item	Adjusted MPCA Funds Awarded	MPCA Funds Expended	Balance	Budget Expended (%)
Personnel	\$69,958.75	\$69,958.75	\$0.00	100%
Travel Reimbursement	\$4,700.07	\$4,700.07	\$0.00	100%
Equipment & Supplies	\$25,273.61	\$25,243.38	\$30.23	100%
Lodging and Meals	\$67.57	\$67.57	\$0.00	100%
Total:	\$100,000.00	\$99,969.77	\$30.23	100%



Appendix A: 2022-2023 River Watch Water Monitoring Participation Data

School	Sampling Events	Students Involved
Bloomington - Jefferson	2	49
Burnsville	2	29
Cedar Mountain	3	75
Comfrey	2	28
Eden Prairie	2	41
MN Valley Izaak Walton League Green Crew Team	7	40
Madelia	6	67
Mankato East	4	50
Mankato Loyola	5	80
Minnesota Valley Lutheran	2	40
New Ulm Cathedral	8	139
New Ulm Public	11	297
Prior Lake	25	747
School of Environmental Studies	4	113
Sibley East	1	4
Shakopee	9	267
Sleepy Eye Public	4	39
Sleepy Eye St. Mary's	1	7
Springfield	4	83
Tri-City United	3	68
Waseca	3	20
22 River Watch Teams	104 Sampling Events	2,368 Students
<i>River of Dreams Workshops</i>	<i>10</i>	<i>645 Participants</i>
<i>Community River Walks</i>	<i>8</i>	<i>50 Participants</i>
Totals	122 Learning Events	3,063 Participants

Appendix B: Newly Developed Educational Materials



Appendix C: Curriculum Alignment with MN's Next Generation Science Standards

Program Level	Applicable Standards	Benchmark
High School	9E.4.2.2.1	Apply place-based evidence, including those from Minnesota American Indian Tribes and communities and other cultures, to construct an explanation of how a warming climate impacts the hydrosphere, geosphere, biosphere, or atmosphere.
	9C.2.1.1.1	Analyze patterns in air or water quality data to make claims about the causes and severity of a problem and the necessity to remediate or to recommend a treatment process.
Middle School	6E.3.2.1.3	Apply scientific principles to design a method for monitoring and minimizing a human impact on the environment.
	6E.3.1.1.3	Develop a model, based on observational and experimental evidence, to describe the cycling of water through Earth's systems driven by energy from the sun and the force of gravity.
	7L.3.2.1.1	Construct an explanation based on evidence for how environmental and genetic factors influence the growth of organisms and/or populations.
Elementary	1E.4.2.1.1	Communicate solutions that will reduce the impact of humans on the land, water, air, and/or other living things in the local environment.
	4E.1.2.1.1	Make observations and measurements to provide evidence of the effects of weathering or the rate of erosion by the forces of water, ice, wind, or vegetation.

Appendix D: Project Workplan



Friends of the Minnesota Valley Project Workplan

Doc Type: Contract

SWIFT Contract number:
Purchase Order number:
Agency Interest ID:191308
Activity ID:PRO20210001

Project title: Friends of the MN Valley River Watch

1. Project summary:

Organization: Friends of the MN Valley
Contractor contact name: Thomas Crawford
Title: Project Coordinator
Address: 6601 Auto Club Rd Bloomington, MN 55438
Phone: (763)-656-9179
Email: tom@friendsmnvalley.org

MPCA project manager: Kelly O'Hara
Title: Program Coordinator
Phone: (651) 757-2226
Email: kelly.ohara@state.com

Project information

Counties: Blue Earth, Carver, Chippewa, Cottonwood, Dakota, Hennepin, Lac qui Parle, Lyon, Martin, Nicollet, Renville, Scott, Sibley, Swift, Waseca, Watonwan, Yellow Medicine.
Start date: 09/20/21
End date: 06/30/2023
Total cost: \$100,000.00
Full time equivalents: 1.4

Major watershed(s):

- | | | | | |
|---|--|--|---|--|
| <input checked="" type="checkbox"/> Chippewa River | <input checked="" type="checkbox"/> Lac qui Parle | <input checked="" type="checkbox"/> Pomme de Terre | <input checked="" type="checkbox"/> Yellow Medicine River | <input checked="" type="checkbox"/> Hawk Creek |
| <input checked="" type="checkbox"/> Redwood River | <input checked="" type="checkbox"/> Cottonwood River | <input checked="" type="checkbox"/> Watonwan River | <input checked="" type="checkbox"/> Le Sueur River | <input checked="" type="checkbox"/> Blue Earth River |
| <input checked="" type="checkbox"/> Middle MN River | <input checked="" type="checkbox"/> Lower MN River | | | |

Organization Type Non-profit

Project type: Education/Outreach/Engagement Monitoring Research

Brief project summary

River Watch (RW) enhances watershed understanding and awareness for tomorrow's decision-makers through direct hands-on, field-based experiential watershed science. High School based teams throughout the Minnesota River Basin participate in a variety of unique and innovative watershed engagement opportunities such as Water Quality Monitoring and Macroinvertebrate surveys that are suited to their school, community, and watershed needs.

Goal of project

Provide classroom instruction and a hands-on learning experience on water quality and water quality monitoring to 16 high school based teams during the 2021-2022 school year and 20 high school based teams during the 2022-2023 school year. These students, tomorrow's adult citizens and decision makers, will learn about water quality, science skills, and the importance of water quality.

2. Workplan Detail/Measurable Outcomes

OBJECTIVE 1: Develop and Implement Science, Technology, Engineering, and Mathematics (STEM) Curriculum for River Watch Team Water Quality and Macroinvertebrate Monitoring Programs. Curriculum to Include MPCA Water Quality and Macroinvertebrate Standard Operating Procedures.

Task 1: Implement STEM education into professional teacher development training in the 2022-2023 program year. Provide professional teacher development on Water Quality Monitoring and Macroinvertebrate Monitoring through one-on-one training sessions between teachers and FMV staff during fall of 2021. Regional summer or fall kick-off training in summer/fall of 2022.

- *Measurable Outcome 1; Develop and secure a STEM curriculum suitable for training teachers of High School level, Middle School level, and Elementary School level education. Completed May 2022 (Elementary/Middle School) Completed December 2022 (High School)*
- *Measurable Outcome 2; 16 teachers trained. At least one teacher in each of 16 different teams will be engaged in and complete a River Watch Training session during late summer/early fall of 2021. Completed August 2022.*
- *Measurable Outcome 3: 20 teachers trained. At least one teacher in each of 20 different teams will be engaged in and complete a River Watch Training session during late summer/early fall of 2022. Completed May 2023*

Task 2: Utilize STEM curriculum while engaging 16 River Watch Teams during the 2021-2022 school year in at least four monitoring events during the school year and engaging 20 River Watch Teams in at least four monitoring events per team during the 2022-2023 school year.

- *Measurable Outcome 1; 16 teams will be recruited and will participate in four Water Quality and Macroinvertebrate monitoring events during 2021-2022. Completed June 1, 2022.*
- *Measurable Outcome 2; 20 teams will be recruited and will participate in four Water Quality and Macroinvertebrate monitoring events during 2022-2023. Completed June 1, 2023.*
- *Measurable Outcome 3; Water Quality monitoring data will be submitted to MPCA for each of the planned 64 monitoring events in 2021-2022. Completed November 2022.*
- *Measurable Outcome 4: Water Quality monitoring data will be submitted for each of the planned 80 monitoring events in 2022-2023. Data submittal will be completed using the EQuIS platform by 11/1/21, 11/1/22 and 6/30/23 respectively. Completed June 2023*

OBJECTIVE 2: Development of Elementary/Middle School River Education Program

Task 1: Design and test implement an elementary and middle school component (possibly River of Dreams) that engages High School River Watch students in teaching younger students.

- *Measurable Outcome 1; Identify and secure a curriculum suitable for use by High School team members teaching younger students. Completed January 1, 2022.*
- *Measurable Outcome 2; Create and share media from educational events via River Watch website and social media, these posts can include photo images, maps, and participant observations at least 1 time per month. In Progress January 2023.*

Task 2: Secure participation and Implement Elementary and Middle School Program Component

- *Measurable Outcome 1; During the 2021-2022 school year, test and implement the elementary/middle school program in at least 4 schools. Completed June 2022.*
- *Measurable Objective 2; During the 2022-2023 school year, implement the elementary/middle school program in at least 10 schools. Completed June 2023.*

Objective 3: Project Oversight, Reporting, and Invoicing

Task 1: Track project grant-related expenditures. Compile and organize invoices, pay bills and submit for expense reimbursements in a timely manner.

- *Grant-related expenditures tracked, bills paid, and expense reimbursements submitted quarterly at-minimum.*

Task 2: Track objectives, tasks, and FTE to ensure outcomes are being met. Prepare and complete reports and results from the program as follows:

- *Interim report and initial evaluation to MPCA, Legislative and Education Committees by February 15, 2023.*
- *Final report of project outcomes, budget/FTE, and final evaluation results by June 15, 2023 to all entities who are receiving the February 15, 2023 report noted above.*
- *Annual site visit with MPCA project manager completed by Spring 2022 and Spring 2023.*

3. Project Budget

<i>Staff total cost*</i>		\$68,000.00 \$70,021.25 <u>\$69,958.75</u>
<i>Travel reimbursement**</i>		\$4,000 \$4,519.29 <u>\$4,700.07</u>
<i>Equipment, supplies, and shipping (see detailed list below)</i>		-\$27,500 \$25,391.89 <u>\$25,273.61</u>
<i>Meals***</i>		\$500 <u>\$67.57</u>
	Total:	\$100,000.00
<i>Estimated FTE: 1.4 (Final Report shall include actual FTE)</i>		
<i>* Staff rates shall not exceed the following:</i>		
<i>Staff 1 rate: Project Coordinator</i>	\$ 30.00	
<i>Staff 2 rate: Contracted Area School Monitoring Coordinator (4 staff)</i>	\$ 25.00	
<i>Staff 3 rate: Contracted Project Fiscal and Accounting</i>	\$ 25.00	

**Mileage billed at current IRS Mileage Rate

*** Meals billed at current Commissioner's Plan Rate

Equipment and Supplies List			
<i>Equipment - limited to items greater than \$500 with a life expectancy greater than 1 year</i>	<i>Quantity needed</i>	<i>Unit Cost</i>	<i>Total Cost</i>
<i>YSI Sonde Monitor with Probes</i>	2	\$5,500	<u>\$11,000</u>
<i>Supplies (Field and Safety) - items less than \$500 Consumable chemicals, replacement parts, shipping.</i>			\$16,500 \$14,391.89 <u>\$14,273.61</u>
Total:			-\$27,500 \$25,391.89 <u>\$25,273.61</u>



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, September 20, 2023

Agenda Item

Item 7. A. – 2021/2022 Financial Audit

Prepared By

Linda Loomis, Administrator

Summary

There is not much new to report. I am still working with the Auditor to supply the documents needed to complete the audit. Much of the requested documentation was supplied by Carver County in the past and it is taking a while to figure out what reports are needed and how to access the information.

A request for proposals for auditors to conduct the 2023/2024 LMRWD financial audit was posted in the September 11 and September 18 editions of the State Register. The deadline to receive proposals in October 6, 2023. With luck the LMRWD will receive a proposal to conduct the audit.

Attachments

No attachments

Recommended Action

No action recommended



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, September 20, 2023

Agenda Item

Item 7. C. – City of Carver Levee

Prepared By

Linda Loomis, Administrator

Summary

On August 22, 2023, the LMRWD met with the City of Carver, the DNR and consultants for the Levee project to discuss progress and coordination between the Levee, the 3rd Street Bridge project and the Merriam Junction Trail.

There have been two recent articles in the Chaska Herald about the project. Both are attached.

Attachments

Sidewalk signs raise awareness about Carver's levee project

Commentary: A few Carver updates from Mayor Johnson

Recommended Action

No action recommended

https://www.swnewsmedia.com/chanhassen_villager/sidewalk-signs-raise-awareness-about-carvers-levee-project/article_ded840b2-45a7-11ee-9085-a751426ed5ac.html

Sidewalk signs raise awareness about Carver's levee project

By Chuck Rupnow Special to Southwest News Media
Aug 28, 2023



Sidewalk signs raise awareness about Carver's levee project | Chanhassen | swnewsmedia.com

The city of Carver placed this decal-like sign about the city's levee project on the sidewalk near Gazebo Park. Residents can scan a QR code that will take them to a website with more information.

Photo by Chuck Rupnow



Mandi Sanchez stood over a new decal-like sign on the sidewalk near Gazebo Park in downtown Carver.

“I don’t know what the levee project is,” she said. “I just moved to this area and I saw the sign here, so I’m going to try and learn a bit more about it.”

The Carver Levee Project is an effort to make necessary improvements to the levee to protect downtown property and citizens from Minnesota River floodwaters.

The path toward certifying the levee carries an estimated \$13 million price tag through a number of funding sources. After receiving a \$6 million flood mitigation grant, there remains about a \$3 million gap for 100 percent financing, according to Mayor Courtney Johnson.

The new signage in downtown Carver is one of the methods the city is using to try and keep the community abreast of the project status, Johnson said.

“This is going to be a pretty significant construction plan for our downtown area and the signs with the QR code is a way of letting folks know about it — giving them the resources so they can be educated and learn more about it if they are so intent,” she said.

The code, when scanned, takes the viewer to the website that provides detailed information about the project.

“The QR code is part of a larger comprehensive communications plan,” Johnson said, noting that the website includes documents, history and other informational items related to the project.

More Information

For more information, see the projects tab on the city's website at cityofcarver.com.

https://www.swnewsmedia.com/chaska_herald/news/opinion/guest_columns/commentary-a-few-carver-updates-from-mayor-johnson/article_41a4a08e-40f6-11ee-8bd5-d79cd7f44e91.html

Commentary: A few Carver updates from Mayor Johnson

By Courtney Johnson
Aug 24, 2023



Courtney Johnson
Courtney Johnson

It has been a great summer in the City of Carver! While it isn't quite over, the end is near. Here are a few updates I'd like to share as we head into fall.

In Carver, summer isn't over until after Steamboat Days. This year Carver's annual celebration will take place Sept. 8–10. The event will include the traditional events including fire department water fights, car show, bands, fireworks and a parade. The 5K, which will benefit A.C.T. United, is back this year and will be on a new course, starting at Carver Station. Other new features of this year's event include the Zoomobile, a cupcake walk and a wooden bat softball tournament. For all the details check out carversteamboatdays.info.



On Saturday, Sept. 9, during Steamboat Days I'll be holding my quarterly Mayor's Office Hours in Council Chambers at City Hall from 9-11 a.m. If you're downtown Saturday morning for the car show or the Minnesota Marketplace, stop by and say "hi."

In July, the 3.5 acre addition to Ironwood Park, which is located directly west of Carver Elementary, officially opened. The expanded park area includes a skate park, basketball court, pavilion, outdoor classroom, seating areas, water fountains (both for you and your four-legged friends!) and permanent yard games, including corn hole and ping pong.

Speaking of parks, last month we learned the City of Carver was awarded a \$350,000 outdoor recreation grant from the Minnesota DNR for the future Creekside Park, which will be located near the intersection of JCP/CR 11 and Main Street West. This grant money, along with a 1:1 match of \$350,000 from the City's Park Dedication Fund, will fund phase one of the park, which will include a dog park, four pickle ball courts, trails, parking lot and other amenities. Construction on the park may begin as early as 2024.

During the 2023 legislative session the state of Minnesota's bonding bill included a \$6 million Flood Mitigation Grant for Carver's Levee Improvement Project. This is the largest amount the city has received so far. To date, we've secured \$8.8 million on the estimated \$13 million project. The next steps will be to get shovels in the ground and begin construction, which will likely begin in 2024/25.

Finally, after Minnesota legalized marijuana, Carver adopted an ordinance last month making the use of cannabis flower, cannabis products, lower potency edibles and/or hemp derived consumer products in a public place in our community a petty misdemeanor. This is similar to the restrictions on "open containers" of alcohol. The City of Carver was also one of the first communities to adopt an interim ordinance/moratorium prohibiting the operation of cannabis businesses in Carver through Jan. 1, 2025. This will allow the City time to study local regulation of cannabis businesses in Carver.

If you have questions, comments or concerns, please don't hesitate to reach out. I can be reached via email at CJohnson@CityOfCarver.com or call/text me at 612-702-7703. As always, I look forward to hearing from you!

Courtney Johnson is the mayor of the city of Carver. She welcomes questions or comments, and can be reached at cjohnson@cityofcarver.com. Follow Johnson on Facebook (@CarverMayorCourtney) and Instagram (@Carver_Mayor_Courtney).



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, September 20, 2023

Agenda Item

Item 7. C. – Dredge Management

Prepared By

Linda Loomis, Administrator

Summary

i. Dredging at mouth of River

On August 21, 2023, the US Army Corps of Engineers (USACE) informed the LMRWD that dredging is necessary at the mouth of the MN River as there has been difficulty moving barge traffic through this reach of the river. Estimates are that 15,008 cubic yards of material needs to be dredged to bring the channel back to its authorized depth and width. That number will be used for planning purposes, but actual quantities may be more or less pending on existing conditions when subsequent survey is completed up to seven days prior to the start of dredging. Since it has been 30 years since this location was previously dredged the USACE had to have a subsequent Environmental Compliance Review completed and a copy of that has been attached for LMWRD records. If there are any unused funds after completion of project, the remaining balance will be sent back to the LMRWD.

Below is the breakdown of how the costs in excess of the Federal Standard is calculated based on pricing for Contract Mechanical Plant #2 from LS Marine for July 2023. Prices will vary based on actual FY, month & which contract mechanical plant is used.

- Costs to transport material between 0 and 4 miles: No additional charge
- Costs to transport material between 4 and 8 miles is \$1.33/CY-mile.
- Over 8 miles is \$0.42/CY-mile.

So, to transport material 13.7 miles would cost $(4 \text{ mi} \times \$1.33) + (5.7 \text{ mi} \times \$0.42) = \$7.71/\text{CY-mile}$
 $15,008 \text{ cyds} \times \$7.71 = \$115,711.68$ is approximate total that would be the LMWRD responsibility.

After project completion and payment survey is completed based on the actual quantity contractor removed an additional payment maybe necessary and/or unused balance of funds would be sent back.

Background information of dredging in this location: This location was last dredged in 1993. Before that it was dredged in 1971. The USACE requested the LMRWD provide a site for placement of dredge material near the mouth of the MN River. The LMRWD investigated locations for dredge placement. The Metropolitan Airport Commission offered to lease the LMRWD a parcel of land below the drive to Fort Snelling State Park. The LMRWD obtained an estimate of the cost to develop that site (attached). Since this reach needs to be dredged every 25 to 30 years on average, the LMRWD requested the USACE consider

transporting the dredge material to the LMRWD dredge material placement site in Savage. The USACE agreed that was a possibility if the LMRWD would pay the cost to transport material to dredge material to the Vernon Avenue site. The LMRWD and the USACE entered into an agreement (attached) that the USACE would transport material to River Mile Post 14.2 and the LMRWD would pay for the cost to transport the material. At the time the LMRWD and USACE entered into an agreement to transport material the estimated cost of transport was \$75,000.

The USACE was to update the Memorandum of Agreement. I am waiting for an update from the USACE.

ii. Sale of Dredge Material

On September 1, 2023, LS Marine informed the LMRWD that they have received a commitment to purchase the stockpile of main channel dredge material. The offer made is to purchase the stockpile at \$2.00 per cubic yard. LS Marine will be providing a sale agreement to the LMRWD. There are three years of material stockpiled on the site and according to the estimated amounts in the dredging notices, the amount stockpiled should be in the neighborhood of 70,000 cubic yards.

iii. Private Dredge Placement

The LMRWD received final amounts of private dredge material placed on the Vernon Avenue dredge material placement site in 2022. Invoices were sent to the licensees (attached). In addition to the invoices, the licensees were asked to update the financial assurance required and certificates of insurance as required under the license agreement. The license agreement is attached. Savage Riverport, LLC has supplied the required documentation and informed me that a check has been ordered. No communication has been received from CHS, or Cargill.

iv. Vernon Avenue

The LMRWD is at the 90% design for this project. The City of Savage has requested that a two-foot aggregate shoulder be installed to support the edge of the bituminous. The only way to add this shoulder is to narrow the bituminous roadway. Bolton & Menk has suggested the LMRWD propose a 20-ft bituminous roadway and a 1.75-ft shoulder to the City.

The cultural assessment is still ongoing, and the latest update (per 106 Group) follows:

- Vernon Avenue Road Improvements - The Phase I (reconnaissance) evaluation was completed for the Transmission Corridor within the architectural history APE, which was previously recommended not eligible for listing in the NRHP (no further work required). The Phase I evaluation of the Chicago, St. Paul, Minneapolis & Omaha Railroad corridor is in progress and will likely be moving to a Phase II (intensive) evaluation to determine its eligibility for listing in the NRHP. An Assessment of Effects for the Dan Patch Line (previously determined eligible) and possibly for the Chicago, St. Paul, Minneapolis & Omaha Railroad (depending on the results of the Phase II) remains to be done. There were no access issues during the survey for this project.

Attachments

August 17, 2023, Regional Planning & Enforcement Division North Memorandum for Record

June 22, 2023, USACE River Mile 0.4 – 1.0 Survey

Potential Fort Snelling River Dredge Material Storage Site Development Estimate

Memorandum of Agreement between LMRWD and UASCE

Cargill, Inc. 2022 Invoice

CHS, Inc. 2022 Invoice

Savage Riverport, LLC Invoice

License Agreement

Recommended Action

- Motion to authorize payment to the USACE for transport material from mouth of river to placement site at RMP 14.2 and execute amendment to Memorandum of Agreement
- Motion to authorize sale of dredge material

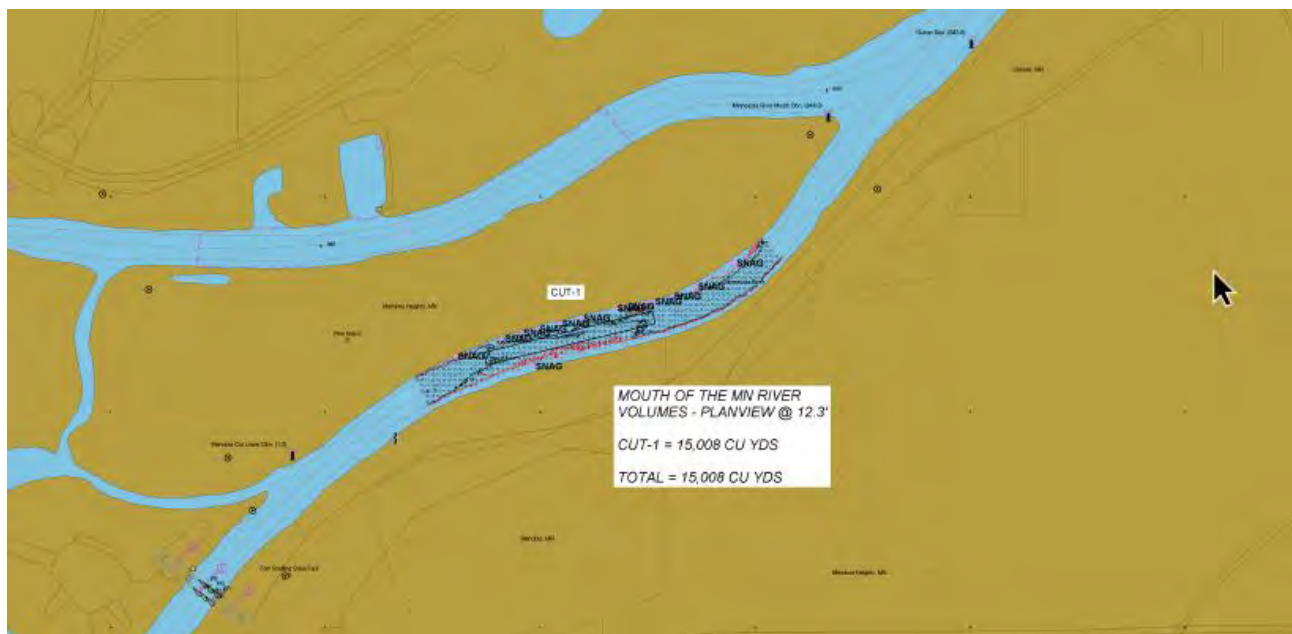
SUBJECT: Environmental Compliance Review – Minnesota River dredging

PREPARED BY: LeeAnn Glomski, Biologist and Katie Leslie, Archaeologist

1. Authorization: Final Environmental Impact Statement for 9-Foot Navigation Channel Maintenance Management Plan, Upper Mississippi River, Head of Navigation to Guttenberg, Iowa. Record of Decision (ROD) signed 7 July 1997.

2. Project Location: The project is located on the Minnesota River between RM 0.0 to 1.1.

3. Proposed Action: The proposed project would be to dredge approximately 15,000 cubic yards of material from the mouth of the Minnesota River between RM 0.0 and 1.1 as shown in the figure below. This area was last dredged in November 1993. Sedimentation has caused navigation conditions to deteriorate, and dredging is required to restore the authorized dimensions. Because this cut was last dredged 30 years ago, potential impacts were reviewed to ensure there would be no impacts different than those described in the CMMP EIS. The two resources warranting review were impacts to mussel species, and sediment contaminants.



4. Evaluation of Potential Effects on Federally Listed Species: The USFWS Information for Planning and Consultation website was consulted on August 10, 2023, to identify potential federally listed threatened and endangered species within the action areas. Species identified for each action area include the northern long-eared bat, tricolored bat, whooping crane, Higgins eye, monarch butterfly and rusty patched bumblebee. There is no critical habitat located within the action area. The proposed dredging would have no effect on any listed species as the action area does not contain suitable habitat for any of the species.

5. Evaluation of Potential for Contaminants in Dredged Sediments: Sediments were tested in this location in 2017 and no contaminants above MPCA SRVs were detected.

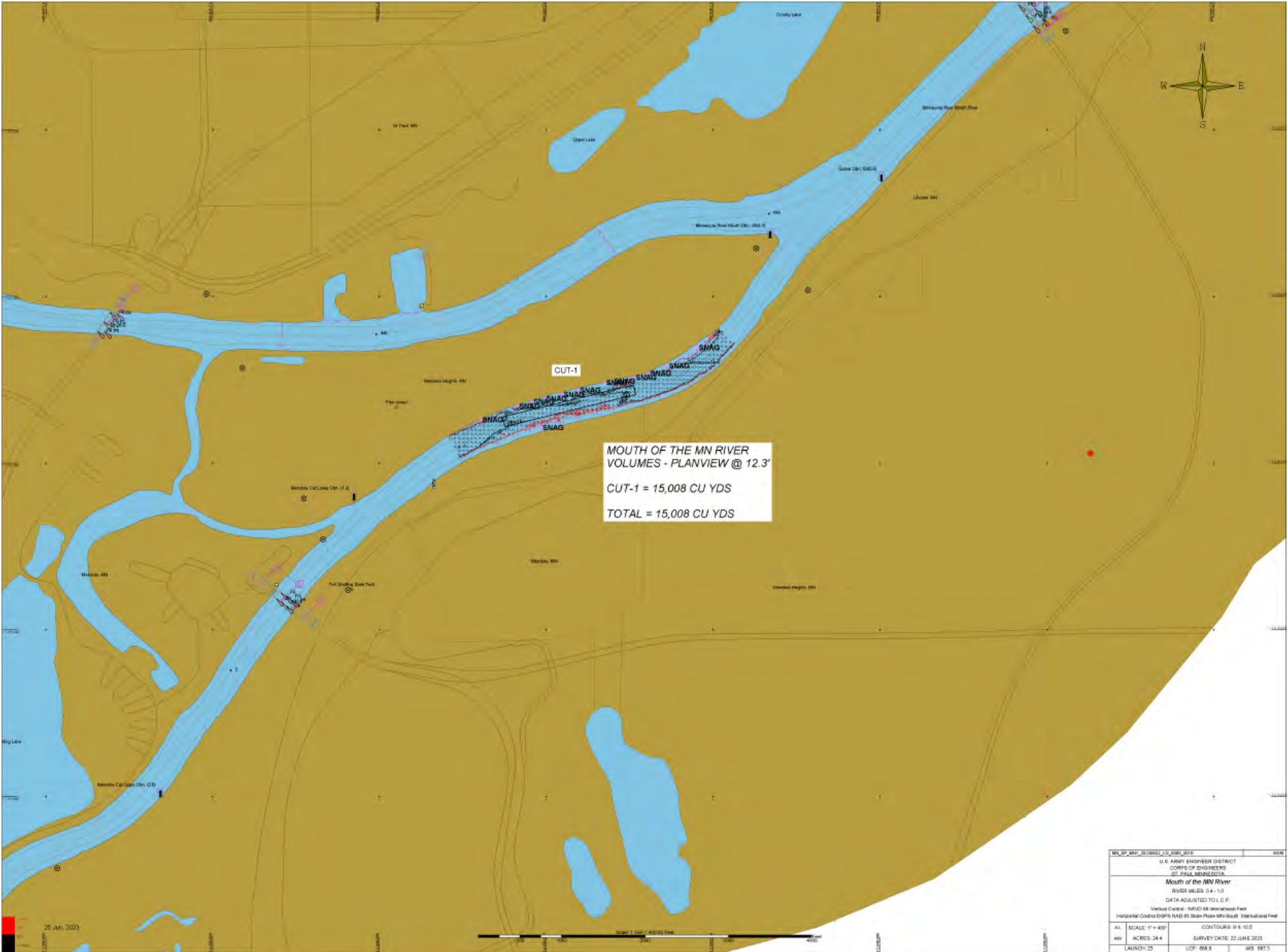
6. Determination: The following summarizes the status of pertinent environmental review:

- a. NEPA Compliance - The proposed action was addressed in the above-referenced 1997 CMMP EIS. Based on the analysis here, it has been determined that there has been no appreciable change in effects from what was described or assumed in the EIS.
- b. Threatened and Endangered Species - It is the Corps determination that the proposed action would have no effect on any Federal- or State-listed endangered or threatened species.
- c. Cultural Resources – The Corps has determined that the proposed project has no potential to cause effect to historic properties. Therefore, the Corps has no further obligations under Section 106 of the National Historic Preservation Act of 1966, as amended, per its implementing regulation 36 CFR Part 800. The proposed dredging would occur within an historic dredge cut, and the area has been occasionally routinely dredged to ensure continued operation of the navigation channel.

Based on the above discussion, it is my determination that the proposed action would not result in a change in effects from what was presented in the referenced EIS. Therefore, no additional NEPA documentation is required.

Date

Jonathan Sobiech
Deputy Chief, Regional Planning and
Environment Division North



MOUTH OF THE MN RIVER
 VOLUMES - PLANVIEW @ 12.3'
 CUT-1 = 15,008 CU YDS
 TOTAL = 15,008 CU YDS

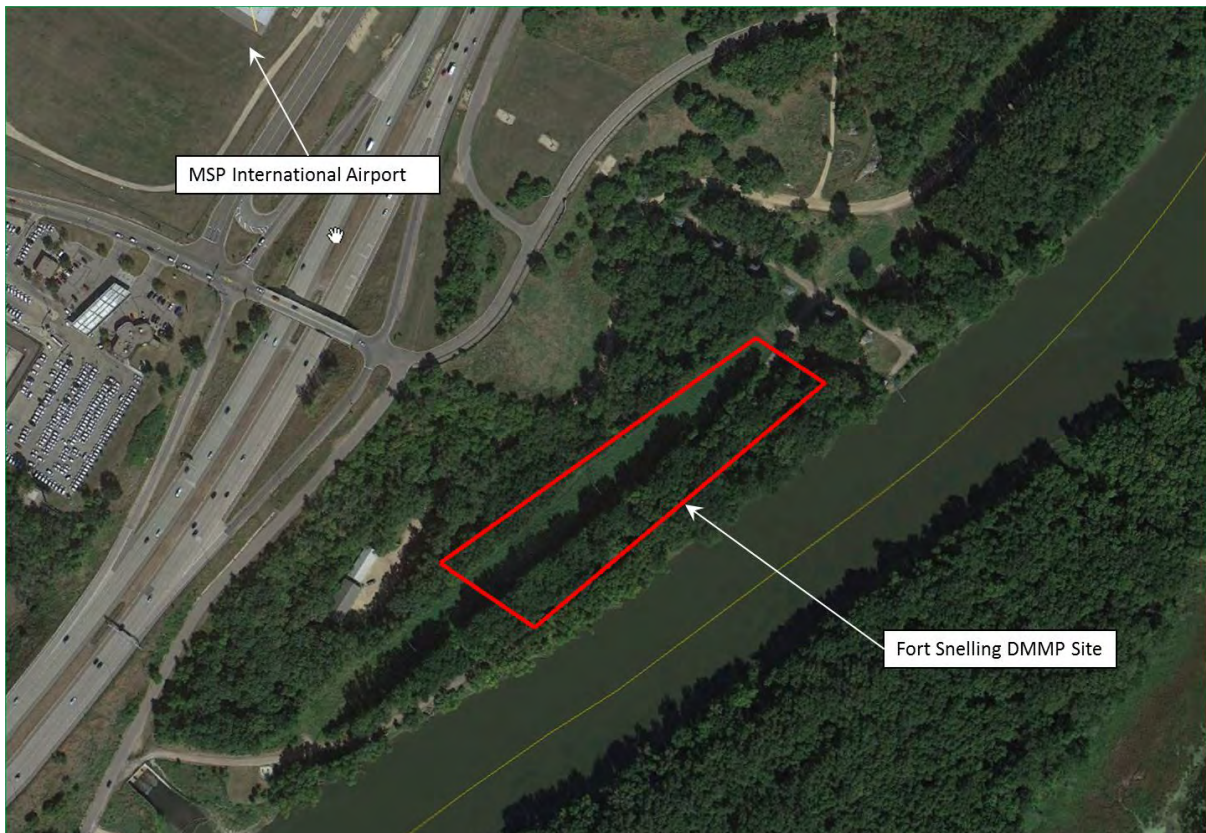
MEL_MP_MND_20230622_CS_0001_0010		REV
U.S. ARMY ENGINEER DISTRICT		
CORPS OF ENGINEERS		
611 PWA, MINNEAPOLIS		
Mouth of the MN River		
RIVER MILES 0+1.0		
DATA ADJUSTED TO L.E.P.		
Vertical Control - NAVD 83 Mean Sea Level International Feet		
Horizontal Control - NAD 83 State Plane MN South International Feet		
AS	SCALE: 1" = 400'	CONTOURS: 0' & 10.0'
AW	ACRS: 24.4	SURVEY DATE: 22 JUNE 2023
LAUNCH: 25	UCP: 606.8	WS: 687.3

To:	Linda Loomis	Project:	Potential Fort Snelling River Dredge Material Storage Site Development Estimate
From:	Shawn Tracy		
CC:	Peter Berrini		
Date:	February 20, 2014	Job No:	

RE: Potential Fort Snelling River Dredge Material Storage Site Development Estimate

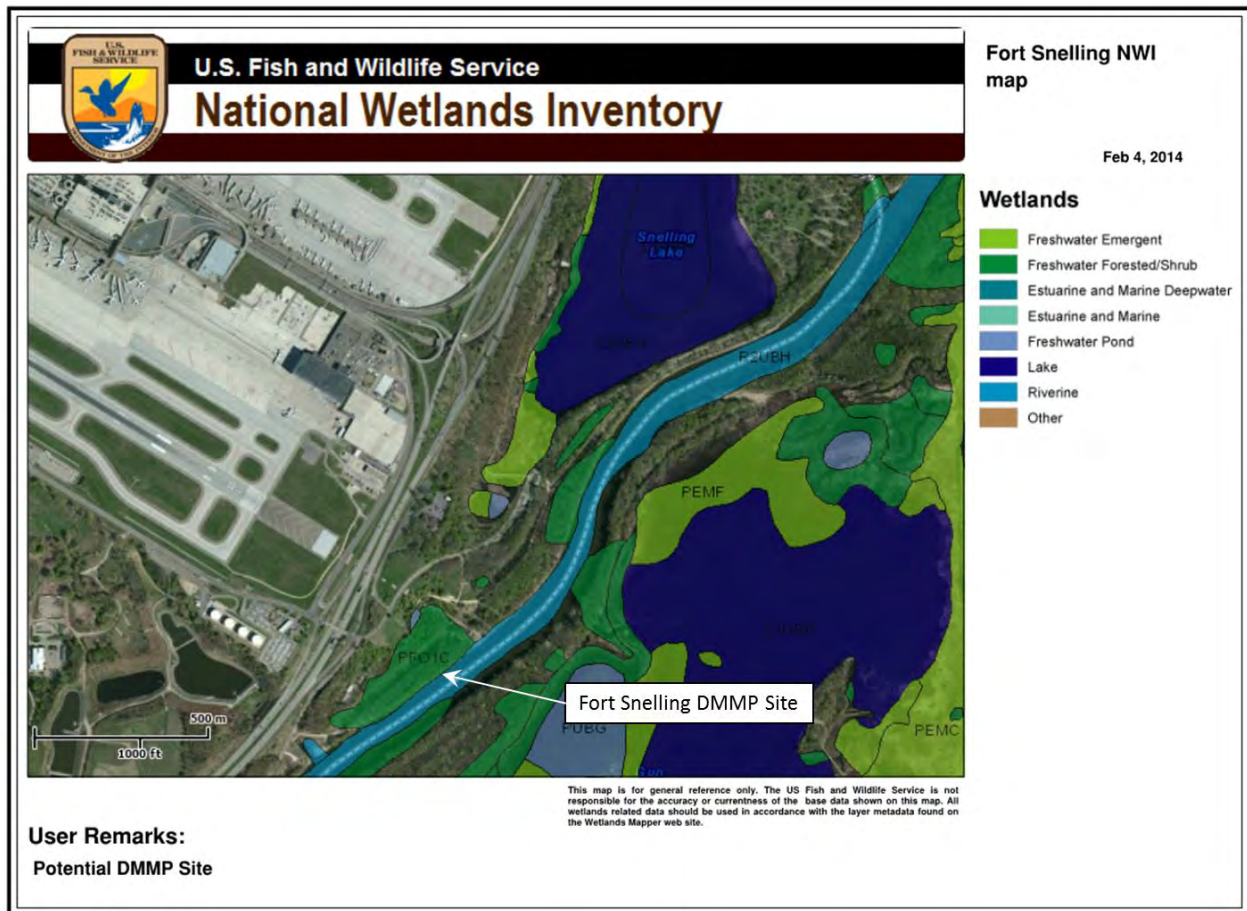
HDR was asked to conduct a preliminary evaluation of the Fort Snelling river site (See Figure 1) for potential use as a dredge material storage site and to develop a preliminary estimate of probable cost as part of the Minnesota River Dredged Material Management Plan (DMMP). This preliminary evaluation and estimate of probable cost is based on a desktop evaluation of site characteristics such as topography, NWI wetlands, soils and floodplain conditions. It was assumed that HDR would be provided information on targeted dredging locations, dredging methods, sediment characteristics, projected dredging quantities and frequencies for the evaluation and development of preliminary site requirements for optimum life expectancy and site management that may include a perimeter dike, interior material partition dikes, site drainage, an access road with gated entry, river access for offloading dredge material, security fence, etc. Information obtained via teleconference with LMRWD and St. District COE personnel on February 6, 2104 indicated that localized navigational channel dredging would be periodic or every three to five years as needed, and would generally amount to approx. of less than 10,000 cubic yards of mechanically excavated sediment.

Figure 1. Fort Snelling Site Location



The Fort Snelling river site is approximately 4.3 acres in size and is located directly adjacent to the Minnesota River and east of the MSP International Airport. It is primarily wooded and is traversed by an existing transmission line corridor and a gravel access road that is used by MSP for maintenance purposes. The predominant soil type within the site boundary is Rushriver Very Fine Sandy Loam (L38A) with 0 to 2 percent slopes and is occasionally flooded. The National Wetland Inventory lists the site as being entirely Freshwater Forest/Shrub wetland (FFO1C) and will likely require compensatory mitigation for impacted areas.

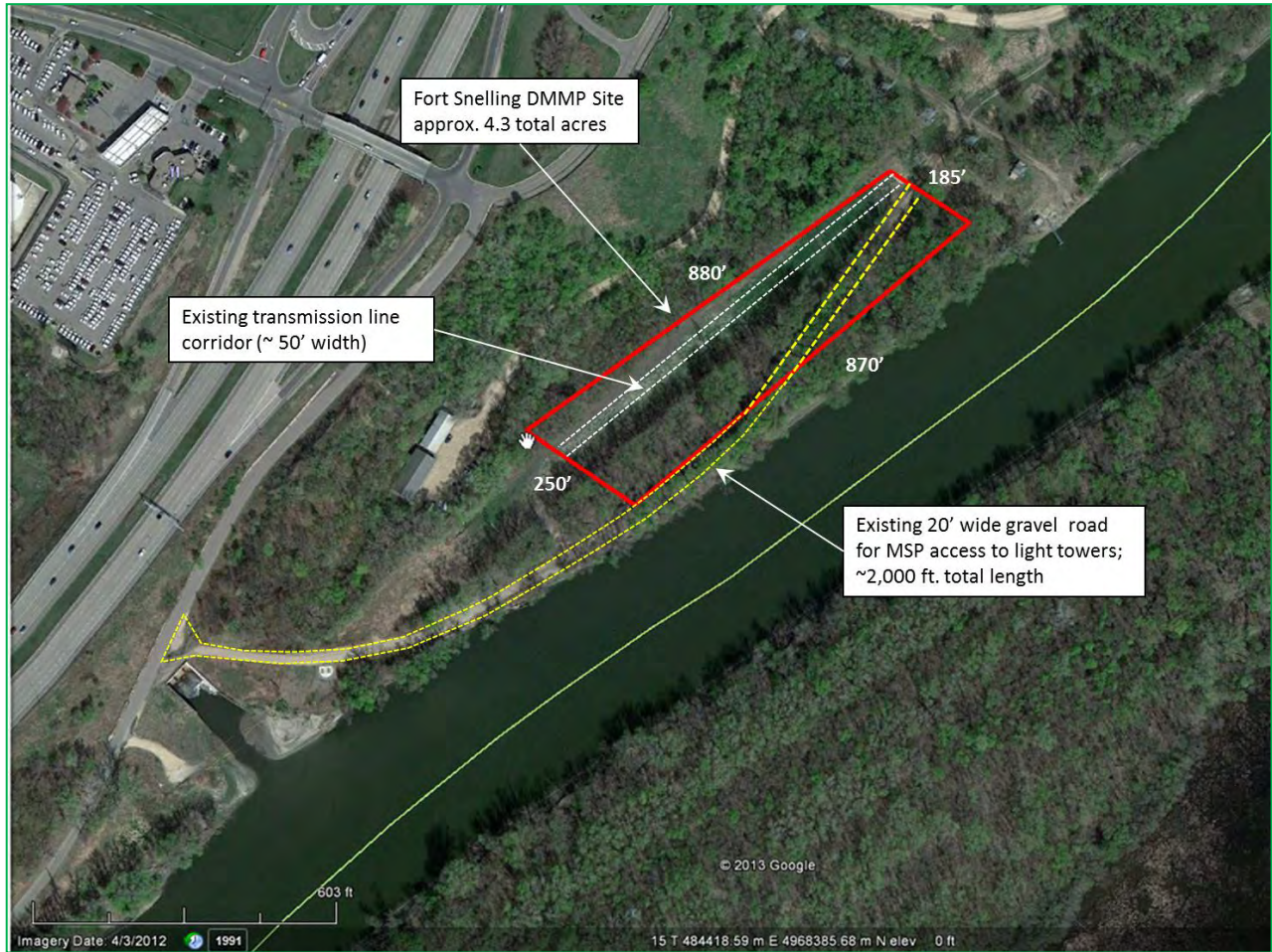
Figure 2. National Wetland Inventory (NWI) Map



The most feasible access to the site is anticipated to be from the west via the existing 20' wide gravel road used by the MPS Airport for light tower maintenance. Although potential access exists from the northeast side of the site via Bloomington Rd., the Minnesota DNR uses this road for access to their maintenance building and would prefer that it not be used as a haul road due to the location of the State Park and its facilities. The existing transmission line includes several support structures and a suspended line width of approximately 50 feet that will likely require a setback easement to be determined (see Figure 3).

The existing gravel access road running through the site can be assumed to either remain in place or be shifted over slightly to allow continued access by MSP to light towers for maintenance. However, for purposes of this estimate, it is anticipated that the road will require supplemental gravel and geotextile fabric to provide sufficiently stable support for loaded haul trucks that will periodically remove stockpiled sediment from the site. Clearing and grubbing will be required for the tree covered portions of the site, including the mooring and unloading dock and access road from the river to the site for offloading and strategic placement of the dredged sediment as required.

Figure 3. Existing Site Conditions Map



The following estimate of probable cost has been developed based on currently available and regional cost data from similar projects and from RSMeans “Site Work and Landscape Cost Data (2013). This estimate is preliminary and conceptual and has been developed for the purpose of generating a budgetary cost for planning purposes. If the site is determined to be feasible for development as a DMMP site, then site specific engineering design will be required for developing a detailed estimate prior to bidding and construction.

Table 1. Preliminary Estimate of Probable Cost

Estimate of Probable Cost - Fort Snelling DMMP Site		Preliminary Estimate		
Preliminary Site Development Requirements				
	2/20/2014			
Cost Estimate Summary	Quantity	Unit	Unit Price	Total Price
1. General Requirements (incl. NPDES and SWPPP)	1	L.S.	\$25,000.00	\$25,000
2. Clearing and Grubbing (~ 3.5 acres)	1	L.S.	\$75,000.00	\$75,000
2. Temporary Erosion Control (incl. approx. 2,200 LF of Silt Fence)	1	L.S.	\$15,000.00	\$15,000
3. Perimeter Dike Construction (approx. 2,150 L.F.) (assume 3' height, 3:1 side slopes, 4' top width)	3,760	C.Y.	\$5.00	\$18,800
4. Crushed Stone Access Road and Staging Area (incl. 8" gravel and geotextile fabric)	5,000	S.Y.	\$18.00	\$90,000
5. Site Drainage Requirements (grading, outlets, etc.)	1	L.S.	\$25,000.00	\$25,000
7. Seeding and Mulching	1	L.S.	\$10,000.00	\$10,000
8. Steel Sheetpile Loading Area/Dock at River Bank (including bank stabilization as required)	1	L.S.	\$50,000.00	\$50,000
9. Perimeter Security Fence and Gate (6')	2,200	L.F.	\$20.00	\$44,000
Subtotal				\$352,800
Contingency 10%				<u>\$35,280</u>
Estimated Total Cost for Site Construction				\$388,080
Wetland Mitigation (assume Mitigation Bank Credits) (avg. Hennepin County \$40,000 to \$80,000 per acre; use \$60,000 for estimate)				<u>\$258,000</u>
Engineering and Permitting (~ 20%)				\$129,216
Total Preliminary Estimate of Probable Cost				\$775,296

Lower Minnesota River Watershed District



Vacant: Manager
Carver County
Len Kremer, Secretary
Hennepin County
Michael Murphy, Vice President
Scott County

Yvonne Shirk, President
Dakota County
David Raby, Treasurer
Hennepin County
Linda Loomis, Administrator
Home/Office (763) 545-4659
Cell (612) 306-5802

January 6, 2016

Joseph M Willging
District Counsel
US Army Corps of Engineers
St. Paul District
180 5th Street East, Suite 700
St. Paul, MN 55101-1678

Dear Mr. Willging:

At the July 10, 2015 meeting between the Lower Minnesota River Watershed District (LMRWD) and the Corps of Engineers staff, we discussed the request by the Corps to obtain and develop a site for dredge placement and storage below I-35W.

We discussed the possibility of transporting material dredged from the river below I-35W to the LMRWD site at RMP 14.2. At that time the Corps said that was a possibility, but that the LMRWD would have to pay for the additional cost of transporting material up river to the site at RMP 14.2. It was estimated that the cost of transportation would be in the range of \$70,000. I believe you were going to look into what agreements would be required by the Corps for this arrangement.

The LMRWD feels this is a reasonable request given the frequency that reach of the river has historically needed maintenance and the cost to the LMRWD for acquiring (either by purchase or through an easement) and developing a site to place, store and manage dredge material on this reach of the River.

We would like the Corps to consider this request and provide a decision before the start of the next legislative session, as is the intent of the LMRWD to request state funding to assist with costs associated with the acquisition and development of an additional site

Sincerely,

Linda Loomis
Administrator, Lower Minnesota River Watershed District

cc: LMRWD Board of Managers
Upper Mississippi River Waterway Association
Steven Tapp, USACE

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
LOWER MINNESOTA RIVER WATERSHED DISTRICT
FOR DREDGED MATERIAL PLACEMENT DURING DREDGING OF
MINNESOTA RIVER NAVIGATION CHANNEL PROJECT

This MEMORANDUM OF AGREEMENT (hereinafter the "MOA") is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, St. Paul District (hereinafter the "District Engineer"), and the Lower Minnesota River Watershed District (hereinafter the "Non-Federal Interest"), represented by its President.

WITNESSETH, THAT:

WHEREAS, the Minnesota River Navigation Channel Project (hereinafter the "Project") was authorized pursuant to Section 101 of the Rivers and Harbors Act of 1958, Public Law 85-500; and

WHEREAS, the Non-Federal Interest requests placement of dredged material removed from the navigation channel on the Lower Minnesota River down river from the I-35W bridge at the placement site located at Section 4, Township 115 North, Range 21 West and Sections 30 and 31, Township 27 North, Range 24 West, Scott County, Minnesota, commonly referred to as the "Cargill East River Placement Site" (hereinafter the "dredged material placement") and agrees to pay all costs of such placement that are in excess of the costs of the Federal Standard dredged material placement alternative identified by the Government as the least costly alternative consistent with sound engineering practices and meeting the environmental standards established by the Clean Water Act section 404(b)(1) evaluation process or ocean dumping criteria consistent with 33 C.F.R. Part 335.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Non-Federal Interest shall provide to the Government funds to pay all costs, including the costs of environmental compliance, supervision and administration, and engineering and design, associated with the dredged material placement that exceed the costs of the Federal Standard dredged material placement alternative. While the Government will endeavor to limit the additional costs associated with the dredged material placement to the current estimate of \$70,000.00, the Non-Federal Interest acknowledges that the actual costs for the dredged material placement that are in excess of the costs of the Federal Standard dredged material placement alternative may exceed such estimated amount due to claims or other unforeseen circumstances and that the Non-Federal Interest is responsible for all costs, including any claims, related to the dredged material placement that exceed the costs of the Federal Standard dredged material placement alternative.

2. Within thirty (30) calendar days of execution of this MOA, the Non-Federal Interest shall provide to the Government the sum of \$70,000.00. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Interest in writing of the amount, and no later than thirty (30) calendar days from receipt of such notice, the Non-Federal Interest shall provide to the Government the full amount of the additional funds.
3. The Non-Federal Interest shall provide the funds to the Government by delivering a check payable to “FAO, USAED St. Paul District” to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.
4. The Government shall not commence the dredged material placement until: a) all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341); and the Non-Federal Interest has provided to the Government authorization for entry to all lands, easements and rights-of-way the Government determines to be required for the dredged material placement.
5. The Government shall provide the Non-Federal Interest with quarterly reports of obligations for the dredged material placement. The first such report shall be provided within thirty (30) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of the funds pursuant to this MOA. Subsequent reports shall be provided within thirty (30) calendar days after the final day of each succeeding quarter until the Government concludes the dredged material placement.
6. Upon conclusion of the dredged material placement and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of the costs of such work and furnish the Non-Federal Interest with written notice of the results of such final accounting. Such final accounting shall in no way limit the Non-Federal Interest’s responsibility to pay for all costs associated with the dredged material placement that exceed the costs of the Federal Standard dredged material placement alternative, including contract claims or any other liability that may become known after the final accounting. If such costs are more than the amount of funds provided by the Non-Federal Interest, the Non-Federal Interest shall provide the required additional funds within Thirty (30) calendar days of such written notice by delivering a check payable to “FAO, USAED St. Paul District” to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If such costs are less than the amount of funds provided by the Non-Federal Interest, the Government shall refund the excess to the Non-Federal Interest within Thirty (30) calendar days of such written notice, subject to the availability of funds.
7. Before either party to this MOA may bring suit in any court concerning an issue relating to this MOA, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

8. The Non-Federal Interest shall hold and save the Government free from all damages arising from the dredged material placement, except for damages due to the fault or negligence of the Government or its contractors.

9. In the exercise of their respective rights and obligations under this MOA, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

10. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Interest:

President
Lower Minnesota River Watershed District
112 East Fifth Street
Chaska, MN 55318

If to the Government:

District Engineer
U.S. Army Corps of Engineers, St. Paul District
180 Fifth Street East, Suite 700
St. Paul, MN 55101-1678

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

11. This MOA may be modified or amended only by written, mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

LOWER MINNESOTA RIVER
WATERSHED DISTRICT

BY: _____

BY: _____

Daniel C. Koprowski
Colonel, Corps of Engineers
District Engineer

Yvonne Shirk
President, Lower Minnesota
River Watershed District

DATE: _____

DATE: _____

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, David Raby, do hereby certify that I am the Treasurer of the Lower Minnesota River Watershed District; that I am aware of the financial obligations of the Non-Federal Sponsor for the Dredged Material Placement During Dredging of Minnesota River Navigation Channel Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Memorandum of Agreement Between The Department Of The Army And The Lower Minnesota River Watershed District For Dredged Material Placement During Dredging of Minnesota River Navigation Channel Project.

IN WITNESS WHEREOF, I have made and executed this certification this 13th day of April, 2016.

BY: David L. Raby

TITLE Treasurer

DATE: 4-13-2016



Carver

Lauren Salvato
Secretary

Dakota

Theresa Kuplic
Vice President

Hennepin

Joseph Barisonzi
Assistant Treasurer

Laura Amundson
Treasurer

Scott

Jesse Hartmann
President

Linda Loomis, Administrator
Home/Office: (763) 545-4659
Cell: (763) 568-9522

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
admin@lowermnriverwd.org

September 6, 2023

Mr. Brandon Sneen
Cargill, Incorporated
12101 Lynn Avenue South
Savage, MN 55378

RE: 2022 Placement and storage of dredge material on licensed premises
12025 Vernon Avenue South, Savage, MN

Dear Mr. Sneen,

According to the terms of the License Agreement dated August 8, 2021, amended and restated December 13, 2017, Cargill, Inc. agrees to pay the Lower Minnesota River Watershed District (LMRWD), a fee of \$1.00 for each cubic yard of dredge material placed in private dredge containment on the licensed premises. An invoice for the amount of dredge material placed on the licensed premises in 2022 is attached to this letter. The invoice is based on volumes provided to the LMRWD by LS Marine (letter attached).

Additionally, Cargill, Inc. agreed to provide the LMRWD with financial assurance, in the form of a letter of credit or other acceptable form of guarantee calculated at a rate of \$20 per cubic yard. Cargill, Inc. must provide a letter of credit or other acceptable form of financial assurance to the LMRWD. Based on the actual yardage placed on the licensed premise in 2022 the amount of financial assurance to be provided by Cargill, Inc. will need to be in the amount of 202,820, (10,141 CY x \$20=\$202,820), in order to meet the requirements of the license agreement. Please provided evidence of such assurance.

Cargill must furnish copies of insurance certificates evidencing that it maintains the following coverage or any higher amounts as required by law or regulation:

Types of Insurance	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each occurrence
Commercial General Liability, including Contractual Liability	Bodily injury and death: \$2,000,000 each occurrence
Automobile Liability	Property damage: \$2,000,000, combined single limits

The LMRWD shall be included as an additional insured on the general liability policy.

If you have any questions please contact me by email at naiadconsulting@gmail.com or call 763-568-9522.

Sincerely,

Linda Loomis
Administrator
Lower Minnesota River Watershed District

Cc: LMRWD Board of Managers
Chistopher Knopik, Clifton Larsen Allen
Taylor Luke, LS Marine



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Invoice

Lower Minnesota River Watershed District

112 East 5th Street #102
Chaska, Mn 55318

Linda Loomis
Administrator
763-545-4659
naiadconsulting@gmail.com

Date: 9/1/2023
Purchase Order
Invoice Number: 2022-01
Amount Due: \$ 10,141.00

Bill To:

Cargill, Incorporated
Attn: Matthew Weires
12100 Dakota Avenue
Savage, MN 55378
Matthew.Weires@cargill.com

DESCRIPTION	Cubic Yards	Base	AMOUNT
Cargill West Terminal dredge material storage	10,141	\$1.00	\$ 10,141.00
			\$ -
Total			\$ 10,141.00

Please Make Check Payable to:

Lower Minnesota River Watershed District
112 East 5th Street Suite #102
Chaska, MN 55318

License agreement requires full payment to the LMRWD no later than ninety days after completing placement of dredge material on the licensed premise. Placement of material was completed October 7, 2022. The LMRWD received notice of the placement amounts 9/1/2023.



September 1, 2023

Mrs. Linda Loomis, Administrator
Lower Minnesota River Watershed District
112 East 5th Street, Suite 102
Chaska, Minnesota 55318

**RE: Placement of Private Dredge Material
Cargill East River Placement Site, MN-14.2 RMP**

Mrs. Loomis:

LS Marine, Inc. was contracted by Cargill, CHS and Riverland Agg to conduct dredging of their private slips on the Minnesota River in Savage in 2022. As per the agreements between these entities and the Lower Minnesota River Watershed District, the dredge materials were placed on the Cargill East River Placement Site (MN-14.2 RMP) for dewatering prior to removal and final placement of the material.

The following is a summary of material placed on the property for each private slip:

Cargill West	10,141 CY
CHS	7,949 CY
Riverland Agg	2,423 CY

Placement of material was completed on October 7th and as agreed, all material placed onsite will be required to be removed from the site for final placement prior to October 7, 2023.

We will update you on the progress of the removals as they proceed.

If you have any questions or need any further information, please feel free to contact me.

Thank you again for working with Cargill, CHS, Riverland Agg and LS Marine to allow use of your placement site for the benefit of our companies, the Port of Savage and the Minnesota and Mississippi River System.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Taylor Luke', is written over a horizontal line.

Taylor Luke
President

LS Marine, Inc.
6010 Concord Boulevard, Inver Grove Heights, Minnesota 55076
(651) 653-6307 tel | (651) 653-6308 fax
www.lsmarine.com



Carver

Lauren Salvato
Secretary

Dakota

Theresa Kuplic
Vice President

Hennepin

Joseph Barisonzi
Assistant Treasurer

Laura Amundson
Treasurer

Scott

Jesse Hartmann
President

Linda Loomis, Administrator
Home/Office: (763) 545-4659
Cell: (763) 568-9522

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
admin@lowermnriverwd.org

September 6, 2023

Mr. Brandon Sneen
Cargill, Incorporated
12101 Lynn Avenue South
Savage, MN 55378

RE: 2022 Placement and storage of dredge material on licensed premises
12025 Vernon Avenue South, Savage, MN

Dear Mr. Sneen,

According to the terms of the License Agreement dated August 8, 2021, amended and restated December 13, 2017, Cargill, Inc. agrees to pay the Lower Minnesota River Watershed District (LMRWD), a fee of \$1.00 for each cubic yard of dredge material placed in private dredge containment on the licensed premises. An invoice for the amount of dredge material placed on the licensed premises in 2022 is attached to this letter. The invoice is based on volumes provided to the LMRWD by LS Marine (letter attached).

Additionally, Cargill, Inc. agreed to provide the LMRWD with financial assurance, in the form of a letter of credit or other acceptable form of guarantee calculated at a rate of \$20 per cubic yard. Cargill, Inc. must provide a letter of credit or other acceptable form of financial assurance to the LMRWD. Based on the actual yardage placed on the licensed premise in 2022 the amount of financial assurance to be provided by Cargill, Inc. will need to be in the amount of 202,820, (10,141 CY x \$20=\$202,820), in order to meet the requirements of the license agreement. Please provided evidence of such assurance.

Cargill must furnish copies of insurance certificates evidencing that it maintains the following coverage or any higher amounts as required by law or regulation:

Types of Insurance	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each occurrence
Commercial General Liability, including Contractual Liability	Bodily injury and death: \$2,000,000 each occurrence
Automobile Liability	Property damage: \$2,000,000, combined single limits

The LMRWD shall be included as an additional insured on the general liability policy.

If you have any questions please contact me by email at naiadconsulting@gmail.com or call 763-568-9522.

Sincerely,

Linda Loomis
Administrator
Lower Minnesota River Watershed District

Cc: LMRWD Board of Managers
Chistopher Knopik, Clifton Larsen Allen
Taylor Luke, LS Marine



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Invoice

Lower Minnesota River Watershed District

112 East 5th Street #102
Chaska, Mn 55318

Linda Loomis
Administrator
763-545-4659
naiadconsulting@gmail.com

Date: 9/1/2023
Purchase Order
Invoice Number: 2022-01
Amount Due: \$ 10,141.00

Bill To:

Cargill, Incorporated
Attn: Matthew Weires
12100 Dakota Avenue
Savage, MN 55378
Matthew.Weires@cargill.com

DESCRIPTION	Cubic Yards	Base	AMOUNT
Cargill West Terminal dredge material storage	10,141	\$1.00	\$ 10,141.00
			\$ -
Total			\$ 10,141.00

Please Make Check Payable to:

Lower Minnesota River Watershed District
112 East 5th Street Suite #102
Chaska, MN 55318

License agreement requires full payment to the LMRWD no later than ninety days after completing placement of dredge material on the licensed premise. Placement of material was completed October 7, 2022. The LMRWD received notice of the placement amounts 9/1/2023.



September 1, 2023

Mrs. Linda Loomis, Administrator
Lower Minnesota River Watershed District
112 East 5th Street, Suite 102
Chaska, Minnesota 55318

**RE: Placement of Private Dredge Material
Cargill East River Placement Site, MN-14.2 RMP**

Mrs. Loomis:

LS Marine, Inc. was contracted by Cargill, CHS and Riverland Agg to conduct dredging of their private slips on the Minnesota River in Savage in 2022. As per the agreements between these entities and the Lower Minnesota River Watershed District, the dredge materials were placed on the Cargill East River Placement Site (MN-14.2 RMP) for dewatering prior to removal and final placement of the material.

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We will update you on the progress of the removals as they proceed.

If you have any questions or need any further information, please feel free to contact me.

Thank you again for working with Cargill, CHS, Riverland Agg and LS Marine to allow use of your placement site for the benefit of our companies, the Port of Savage and the Minnesota and Mississippi River System.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Taylor Luke', is written over a horizontal line.

Taylor Luke
President

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Home/Office: (763) 545-4659
Cell: (763) 568-9522

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
admin@lowermnriverwd.org

September 6, 2023

Mr. Greg Oberle
CHS, Incorporated
6200 West Highway 13
Savage, MN 55378

RE: 2022 Placement and storage of dredge material on licensed premises
12025 Vernon Avenue South, Savage, MN

Dear Mr. Oberle,

According to the terms of the License Agreement dated August 8, 2021, amended and restated December 13, 2017, CHS, Inc. agrees to pay the Lower Minnesota River Watershed District (LMRWD), a fee of \$1.00 for each cubic yard of dredge material placed in private dredge containment on the licensed premises. An invoice for the amount of dredge material placed on the licensed premises in 2022 is attached to this letter. The invoice is based on volumes provided to the LMRWD by LS Marine (letter attached).

Additionally, CHS, Inc. agreed to provide the LMRWD with financial assurance, in the form of a letter of credit or other acceptable form of guarantee calculated at a rate of \$20 per cubic yard. CHS, Inc. must provide a letter of credit or other acceptable form of financial assurance to the LMRWD. Based on the actual yardage placed on the licensed premise in 2022 the amount of financial assurance to be provided by CHS, Inc. will need to be in the amount of \$158,980, (7,949 CY x \$20=\$159,980), in order to meet the requirements of the license agreement. The financial assurance on record will expire December 13, 2023. Please provide evidence on continued assurance.

CHS, Inc. must furnish copies of insurance certificates evidencing that it maintains the following coverage or any higher amounts as required by law or regulation:

Types of Insurance	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each occurrence
Commercial General Liability, including Contractual Liability	Bodily injury and death: \$2,000,000 each occurrence
Automobile Liability	Property damage: \$2,000,000, combined single limits

The LMRWD shall be included as an additional insured on the general liability policy.

If you have any questions please contact me by email at naiadconsulting@gmail.com or call 763-568-9522.

Sincerely,

Linda Loomis
Administrator
Lower Minnesota River Watershed District

Cc: LMRWD Board of Managers
Christopher Knopik, Clifton Larsen Allen
Taylor Luke, LS Marine



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Invoice

Lower Minnesota River Watershed District

112 East 5th Street #102
Chaska, Mn 55318

Linda Loomis
Administrator
763-545-4659
naiadconsulting@gmail.com

Date: 9/2/2023
Invoice Number: 2022-02
Amount Due: \$ 7,949.00

Bill To:

CHS, Incorporated
Attn: Greg Oberle
6200 West Highway 13
Savage, MN 55378
Greg.Oberle@chsinc.com

DESCRIPTION	Cubic Yards	Base	AMOUNT
CHS, Inc. dredge material placement	7,949	\$1.00	\$ 7,949.00
			\$ -
Total			\$ 7,949.00

Please Make Check Payable to:

Lower Minnesota River Watershed District
112 East 5th Street Suite #102
Chaska, MN 55318

License agreement requires full payment to the LMRWD no later than ninety days after completing placement of dredge material on the licensed premise. Placement of material was completed in 2022. The LMRWD received notice of the placement amounts 2/2/2022. Payment is due on or before May 5, 2022.



September 1, 2023

Mrs. Linda Loomis, Administrator
Lower Minnesota River Watershed District
112 East 5th Street, Suite 102
Chaska, Minnesota 55318

**RE: Placement of Private Dredge Material
Cargill East River Placement Site, MN-14.2 RMP**

Mrs. Loomis:

LS Marine, Inc. was contracted by Cargill, CHS and Riverland Agg to conduct dredging of their private slips on the Minnesota River in Savage in 2022. As per the agreements between these entities and the Lower Minnesota River Watershed District, the dredge materials were placed on the Cargill East River Placement Site (MN-14.2 RMP) for dewatering prior to removal and final placement of the material.

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Thank you again for working with Cargill, CHS, Riverland Agg and LS Marine to allow use of your placement site for the benefit of our companies, the Port of Savage and the Minnesota and Mississippi River System.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Taylor Luke', is positioned above the typed name.

Taylor Luke
President

LS Marine, Inc.
6010 Concord Boulevard, Inver Grove Heights, Minnesota 55076
(651) 653-6307 tel | (651) 653-6308 fax
www.lsmarine.com

AMENDED AND RESTATED NON-EXCLUSIVE LICENSE AGREEMENT

This Amended and Restated License Agreement (the “Agreement”), by and among the Lower Minnesota River Watershed District (“Licensor”) and Cargill, Incorporated (“Cargill”), Riverland Ag Corporation (“Riverland”) and CHS, Inc. (“CHS”) (individually “Licensee” and collectively, “Licensees”), is hereby entered into and effective this 13th day of December, 2017 (the “Effective Date”).

Witnesseth

Whereas, Cargill, Riverland and CHS entered into a Non-Exclusive License Agreement effective August 8, 2014 and a first amendment effective August 15, 2014 (“2014 Agreement”)

Whereas, Cargill, Riverland and CHS desire to amend and restate the 2014 Agreement (“Original Agreements”) in its entirety and to incorporate certain agreed upon changes and clarifications.

RECITALS

1. Licensor is the owner of a certain parcel of real property located at mile 14.2 of the Minnesota River, as shown on the site map attached hereto as Exhibit A. Licensor has granted Licensees access to a portion of the property for the placement of private dredge material. Under this Agreement, Licensor intends to grant a license (“License”) to each Licensee to access and use the portions of the parcel labeled and marked on the map attached as Exhibit A as the “West River Access”, the “Private Dredge Containment - 48,400cy est. capacity (2 acres x 15 foot maximum height of deposit),” and “Proposed Onsite Access Roads” (the “Licensed Premise”).

2. Each Licensee intends to access and use the Licensed Premise to conduct Operations (defined herein) permitted by the terms of this Agreement, including placing, storing, decanting, and removing Dredge Material (as defined herein) onto, around, or from the Licensed Premise, except the Proposed Onsite Access Roads (as marked on the map attached as Exhibit A) may be only used for ingress and egress.

3. Licensor has agreed that each Licensee may deposit and store Dredge Material in the Private Dredge Containment within the Licensed Premise, only as needed until it can be moved off of the Licensed Premise, pursuant to the terms and conditions of this Agreement, provided that neither the manner of placement of the Dredge Material nor the Dredge Material itself results in any non-compliance with, or liability under, Environmental Laws, as defined below.

4. Each Licensee shall retain a licensed marine contractor as its contractor and representative to carry out certain of its duties and obligations under this Agreement (each, a

“Licensee Contractor”). Each Licensee shall be responsible for ensuring that all obligations of its Licensee Contractor under this Agreement are performed.

5. Licensors and Licensees have entered into this Agreement understanding that it may be later amended to add additional Licensees by mutual agreement of the Parties and subject to the storage limitations on the Licensed Premise.

NOW THEREFORE THIS AGREEMENT WITNESSES that in return for valuable consideration and the mutual covenants set forth below, receipt and sufficiency acknowledged, Licensor and each Licensee agree as follows:

1. INCORPORATION OF RECITALS. The recitals above are incorporated into the body of this Agreement by reference.

2. DEFINITIONS. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Environmental Laws” means any and all laws, regulations, rules, orders, ordinances, or requirements of any governmental authority (including court rulings establishing common law liability) pertaining to the presence or release of environmental contaminants (including any Hazardous Substances or Hazardous Wastes), or relating to natural resources (including any protected species) or the environment (including the air, water, surface or subsurface of the ground) as the same are in effect at any time and including the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act (SARA), 42 U.S.C. §§ 9601 et seq.; Resource Conservation and Recovery Act (“RCRA”), as amended by the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; Federal Water Pollution Control Act, as amended by the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; Clean Air Act, 42 U.S.C., §§ 7401 et seq.; Toxic Substances Control Act, 15 U.S.C., §§ 2601 et seq., as each are amended from time to time, and any similar state or local enactments.

(b) “Force Majeure” means any event outside of Licensor’s or any Licensee’s reasonable control which prevents or delays compliance with any obligation required under this Agreement, including: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement with respect to Dredge Material; or (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date, applicable to the obligations of this Agreement that has a material adverse effect on a Licensee’s or Licensor’s ability to perform the contractual obligations of this Agreement.

(c) “Hazardous Substance” shall have the meaning specified in CERCLA, or any successor statute, unless such term has been given broader meaning by laws, regulations, rules, orders, ordinances, requirements or determinations of any governmental authority having jurisdiction with respect to the Licensed Premise or this Agreement (including courts establishing common law liability), in which case such broader meaning shall apply.

(d) “Hazardous Waste” shall have the meaning specified in RCRA, or any successor statute, unless such term has been given broader meaning by laws, regulations, rules, orders, ordinances, requirements or determinations of any governmental authority having jurisdiction with respect to the Licensed Premise or this Agreement (including courts establishing common law liability), in which case such broader meaning shall apply.

(e) “Operations” means dredging, handling, decanting, placing, storing, and/or removing Dredge Material into, onto, or off of the Licensed Premise, conducted by any Licensee, including such Licensee’s agent, representative, employee, contractor, or consultant, pursuant to such Licensee’s rights and obligations under this Agreement.

(f) “Term” shall mean collectively, the period of time between the Effective Date of this Agreement through two (2) years (“Initial Term”) and thereafter, will automatically renew for subsequent consecutive one (1) year terms (“Renewal Term”) unless earlier terminated pursuant to the terms of this Agreement.

(g) “Dredge Material” refers to the river spoil material removed by each Licensee from the Minnesota River that is placed by a Licensee on the Private Dredge Containment.

3. MANAGEMENT OF LICENSED PREMISE

(a) Licensees shall be severally and jointly responsible for the cost and responsibility of ensuring that a berm, dike, and/or other management measures, including those directed by the Licensor, (the “Management Measures”) are implemented, constructed and maintained in compliance with the requirements of this Agreement, all applicable laws, and permits.

(b) Prior to commencing any Management Measures or Operations, Licensees shall consult with Licensor regarding such Management Measures and receive written approval of such Management Measures from Licensor. Licensor may from time to time require changes, updates, and/or amendments to the Management Measures.

(c) Each Licensee shall ensure its compliance with all permits issued by the Minnesota Pollution Control Agency (“MPCA”) to such Licensee and any permits issued to Licensor with provisions relating to Licensees’ Operations at the Licensed Premise, including but not limited to permits issued by MPCA and the City of Savage (including but not limited to the Conditional Use Permit, dated July 7, 2014, a copy of which is attached as Exhibit B), prior to, during or after any Licensees’ placing any Dredge Material on the Licensed Premise during the Term. The Management Measures shall ensure that the Dredge Material placed at the Licensed Premise by each Licensee is managed to control runoff, including stormwater, as required to perform the Operations in compliance with all other applicable Environmental Laws.

(d) The Management Measures and all Operations shall ensure that at all times each Licensee’s Dredge Materials remain separate and not commingled with any materials outside the perimeter of the Private Dredge Containment on the Licensed Premise, including those materials placed by the United States Army Corps of Engineers on adjacent property prior to or during the Term of this Agreement; provided, however, that each Licensee’s Dredge Materials may be commingled with the Dredge Materials of the other Licensees.

(e) The Licensees shall reasonably work together to obtain quotes/bids for the costs of the Management Measures and to retain a licensed and reputable contractor to perform the construction and maintenance of the Management Measures.

(f) Nothing in this section shall prevent Licensor from improving, modifying or maintaining the Licensed Premise.

4. DREDGE MATERIAL SAMPLING AND VOLUME

(a) Each Licensee shall obtain testing and analysis of the material it intends to dredge and place in the Private Dredge Containment by a reputable environmental consultant. The testing and analysis will assess all criteria set forth in the tables attached hereto as Exhibit C (the “Testing Metrics”) and follow generally accepted industry standards and scientifically sound methods necessary to ensure determination of the presence of, and the levels of, any Hazardous Substance and/or Hazardous Waste, as required to classify the material under the MPCA dredge material management levels. At least three (3) days prior to placing any Dredge Material on the Licensed Premise, each Licensee shall provide Licensor, or its designated representative, with written confirmation of the analytical results of the Testing Metrics for the material to be dredged, along with written confirmation from an environmental consultant confirming that the results of the Testing Metrics indicate that the Dredge Material is classified as Level 1 under the MPCA dredge material management levels (collectively with the Testing Metrics, the “Level 1 Confirmation”). Each Licensee shall maintain records of its Level I Confirmation for two (2) years following the Term of this Agreement. Each Licensee shall provide Licensor and each other Licensee with copies of the Level I Confirmation and Testing Metrics as soon as practicable, and in any case before placing any Dredge Material on the Private Dredge Containment.

(b) The anticipated volume of Dredge Material to be placed by each Licensee or Licensee Contractor on the Private Dredge Containment shall be calculated by a qualified contractor, at each Licensee’s sole expense, by performing soundings of the area to be dredged (the “Initial Soundings”). At least three (3) days prior to placement of Dredge Material on the Private Dredge Containment, each Licensee shall provide Licensor, or its designated representative, a written report of the Initial Soundings. Each Licensee shall maintain records of the Initial Soundings for two (2) years following the Term of this Agreement. Each Licensee shall provide Licensor and each Licensee with copies of the Initial Soundings as soon as practicable, and in any case before placing any Dredge Material on the Private Dredge Containment.

(c) Within sixty (60) days of completing dredging and placement of Dredge Material on the Private Dredge Containment, the volume of the Dredge Material placed on the Private Dredge Containment shall be refined by a qualified contractor, at each Licensee’s sole expense, by performing additional soundings of the area that was dredged (the “Supplemental Soundings”). The Supplemental Soundings shall be taken along lines which are transverse to the dredging limits and not more than one hundred (100) feet apart. Each Licensee shall provide Licensor and each Licensee a written report of the Supplemental Soundings as soon as practicable. Each Licensee shall maintain records of the Supplemental Soundings for two (2) years following the Term of this Agreement.

(d) The results of the Initial Soundings and the Supplemental Soundings shall be used to determine the actual yardage of Dredge Material each Licensee placed on the Private Dredge Containment (the “Actual Yardage”).

(e) Each Licensee shall maintain records of the Removed Volume (defined below) for two (2) years following the Term of this Agreement. Each Licensee shall provide Licensor and each Licensee with written confirmation of the Removed Volume as soon as practicable.

5. NOTICE AND REMOVAL OF DREDGE MATERIALS

(a) Each Licensee or its Licensee Contractor shall notify Licensor, or its designated representative, at least three (3) days in advance of placing Dredge Material on the Private Dredge Containment and obtain verbal approval from Licensor prior to accessing the Licensed Premise. Access to the Licensed Premise will be permitted by the Licensor at its sole discretion to each Licensee for the Operations.

(b) Upon written notice from Licensor to all Licensees, the Licensees agree to immediately cease placing any additional Dredge Material at the Private Dredge Containment. Additional placement of Dredge Material at the Private Dredge Containment may resume only upon written approval of Licensor or its designated representative, which approval shall be at Licensor’s sole discretion. During any such period of ordered cessation, each Licensee shall retain all rights allowed by this Agreement to handle, manage, remove, store (for the time periods set forth in this Section 5) or otherwise access all Dredge Material previously placed on the Private Dredge Containment.

(c) To the extent Licensor is ordered by any governmental authority to remove any Licensee’s Dredge Material from the Licensed Premise, each Licensee shall immediately remove such Actual Yardage of Dredge Material placed on the Licensed Premise by such Licensee. To the extent that Licensor requests that a Licensee remove any Dredge Material in addition to the total Actual Yardage evidenced by each Licensee’s records, Licensees shall promptly remove such disputed amount and Licensee and Licensor shall reasonably work to resolve any dispute regarding the costs of such removal and disposal. However, Licensor’s decision is controlling. As soon as practicable after Licensor’s receipt of such order, Licensor shall provide each Licensee with a copy of the order.

(d) Unless agreed to, in writing, by the Licensor, each Licensee shall, before the close of the current Term (i.e. within twenty four (24) months after the Effective Date), remove a quantity of Dredge Material (the “Removed Volume”) equal in volume to the Actual Yardage it brought onto the Licensed Premise during the Term. The Removed Volume shall be confirmed by each Licensee’s Contractor and documented in writing. Each Licensee agrees to waive any claims or rights of action against Licensor relating to any disagreement regarding the accuracy of the Actual Yardage, the Removed Volume, or the difference between the Actual Yardage and the Removed Volume. To the extent any Licensee fails to remove its Actual Yardage within 12 (twelve) months of placing such material on the Private Dredge Containment, such Licensee is no longer conducting short term storage, as defined by the MPCA, and unless such Licensee has provided evidence to Licensor and each other Licensee, prior to exceeding the twelve (12) month

timeline, of obtaining all necessary permits to legally allow such storage, such Licensee shall be in default under this Agreement.

(e) Licensees are jointly and severally liable for all costs, expenses, fees, or other damages associated with removing the total Actual Yardage from the Private Dredge Containment. Licensor shall have no liability for such costs, expenses, fees or other damages.

6. LICENSOR'S FEES

(a) In consideration of the License granted herein, each Licensee shall pay Licensor the fee of \$1.00 (the "Base Fee") for each cubic yard of Dredge Material based on the Actual Yardage placed in the Private Dredge Containment at the address written below, or at some other address as designated by Licensor. Prior to placing any Dredge Material on the Private Dredge Containment, each Licensee shall pay Licensor a portion of its Base Fee, based on 75% of the volume of such Licensee's Initial Sounding (e.g., 75% multiplied by \$1.00, multiplied by the number of yards determined in the Initial Sounding). The remaining portion of each Licensee's Base Fee, as required to pay for its Actual Yardage, shall be paid to Licensor within ten (10) business days of receiving its Supplemental Soundings, and in no case later than ninety (90) days after completing placement of Dredge Material on the Private Dredge Containment.

(b) In addition to the Base Fee, each Licensee shall pay Licensor \$0.50 for each cubic yard, based on the Actual Yardage, that such Licensee fails to remove by the end of the twelfth (12th) month following the placement under this Agreement or the 2014 Agreement (the "Long Term Storage Fee"). Each Licensee shall pay its Long Term Storage Fee within thirty (30) days of the twelfth (12th) month of this placement to the Licensor at the address written below, or at some other address as designated by Licensor.

(c) No Licensee shall be obligated to Licensor to deliver Dredge Material to the Licensed Premise, nor have any obligation to pay a Base Fee or Long Term Storage Fee, if the Licensee does not deliver any Dredge Material to the Licensed Premise or perform any other Operations during the Term of this Agreement. If a Licensee knows it will not deliver any Dredge Material to the Licensed Premise or perform Operations under this Agreement, the Licensee shall as soon as reasonably practicable thereafter provide written notice of such decision to all other parties to this Agreement.

7. LICENSEES' REPRESENTATIONS AND WARRANTIES. Each Licensee hereby represents and warrants to each other Licensee and to Licensor, the following representations and warranties are correct and true as of the Effective Date of this Agreement:

(a) Licensee shall materially comply with all applicable federal, state and local laws, rules, regulations and ordinances, and permits and licenses issued to such Licensee, including the permits listed in Exhibit D hereto, now or hereafter in force, and warrants that it has all the permits and licenses necessary to perform the Operations described in this Agreement.

(b) As of the Effective Date, each Licensee represents that it has provided Licensor with a copy of its permits listed on Exhibit D and further represents that it will provide Licensor with any amendments thereto during the Term of this Agreement.

(c) Each Licensee is solely responsible for the acts and omissions of its employees and agents performing any services under this Agreement. Each Licensee shall take all reasonable precaution for, and will provide all reasonable protection to prevent damage, injury, or loss to the Licensed Premise and to Licensor and the other Licensees, including all such parties' employees, agents or representatives that may be directly impacted by the Operations.

(d) No Licensee shall use the Licensed Premise for any activity not authorized in this Agreement and shall not perform, or permit it any of its employees, agents or representatives to perform, any unauthorized activities or commit any nuisance on the Licensed Premise.

(e) Each Licensee acknowledges that its Licensee Contractor is its agent and that it is responsible for the acts and omissions of its Licensee Contractor.

Any claim against any Licensee alleging a breach of warranty or representation shall be deemed waived if not brought with in the applicable statute of limitations period.

8. INDEMNIFICATION BY EACH LICENSEE. Each Licensee shall indemnify and hold harmless each other Licensee and Licensor, including the officers, directors, shareholders, employees, and agents thereto, from and against any and all losses, claims, demands, suits, fines, penalties, costs, liabilities or expenses, including reasonable attorneys' fees to the extent caused by or attributed to:

(a) Licensee's breach of any representation, warranty, or other provision of this Agreement;

(b) Any negligent or willful act or omission of Licensee or its employees, subcontractors, or agents; or

(c) Licensee's performance of the rights and obligations of this Agreement, including but not limited to claims arising under any Environmental Law.

In giving this indemnity, each Licensee expressly waives any right it may have to seek or obtain indemnification from Licensor for damages or claims derived from the actions of any other Licensee relating to the Licensed Premise.

9. RELEASE AS TO ANY ACTIONS BY LICENSOR

(a) Except that Licensor shall not permit any party other than each Licensee to deposit any material in the Private Dredge Containment, Licensor makes no representations or warranties under this Agreement, and grants the License on an "as-is, where-is" basis.

(b) Each Licensee, on behalf of its past, present and future directors, officers, employees, agents, affiliates or any of their respective successors and assigns, hereby releases and forever discharges Licensor and each of its directors, officers, employees, agents, affiliates or any of its respective assigns, from and against any and all past, present and future actions, causes of action, claims, suits, demands, damages, fees (including attorney fees), costs, judgments, liabilities, orders, sums of money or other amounts owed, of any kind, whether known or unknown, at law, in equity, contingent or otherwise, relating to or otherwise arising

from the use or occupation of the Licensed Premise by Licensee at any time during the Term, except to the extent arising from or related to Licensor's gross negligence.

10. INSURANCE. Prior to the execution of this Agreement, each Licensee shall furnish Licensor copies of insurance certificates evidencing that it maintains the following coverages or any higher amounts as required by law or regulation:

Types of Insurance	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each occurrence
Commercial General Liability, including Contractual Liability	Bodily injury and death: \$2,000,000 each occurrence
Automobile Liability	Property damage: \$2,000,000, combined single limits

Licensor shall be included as an additional insured on each Licensee's general liability policy. Each Licensee, or its representative, shall provide Licensor with at least thirty (30) days prior written notice of cancellation or non-renewal of any insurance coverage. The general liability insurance coverage will be written on an occurrence rather than on a claims made basis and will remain in effect during the Term. To the extent any Licensee fails to maintain these insurance obligations, Licensor is entitled to immediately exercise a right to terminate this Agreement but must simultaneously execute a restated agreement with the Licensees that remain in compliance with their insurance obligations under this Agreement.

11. FINANCIAL ASSURANCE

(a) Prior to placing any Dredge Material on the Private Dredge Containment, each Licensee shall obtain, and provide evidence to Licensor and each other Licensee, a financial assurance for the benefit of Licensor, in the form of a performance or payment bond, letter of credit or escrow, either of which the Licensor shall accept at its sole option (the "Financial Assurance").

Any bond issued under this section shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by a Licensee is declared bankrupt or becomes insolvent or its right to do business in Minnesota is terminated, the Licensee shall promptly

notify Licensor and shall, within 20 days after the event giving rise to such notification, provide another bond and surety.

The minimum amount of Financial Assurance shall be calculated at a rate of \$20/yard, with yardage based on the Initial Sounding. To the extent the volume of any Licensee's Actual Yardage is larger than its Initial Sounding, such Licensee shall increase its Financial Assurance, as necessary, within ten (10) business days of receiving its Supplemental Soundings, to ensure that its Financial Assurance is equal to or greater than \$20/yard, based on the Actual Yardage volume. Based on the yardage of Dredge Materials each Licensee currently has at the Licensed Premise, each Licensee will provide Financial Assurance in the following amounts, subject to adjustment as set forth in this Section 11(a):

Cargill:	\$347,280
Riverland:	\$125,700
CHS:	\$203,680

(b) In the event that the Licensees do not remove the Dredge Material placed on the Licensed Premise, in accordance with the obligations set forth in this Agreement, the remaining Dredge Material shall be deemed "Holdover Yardage". The Licensor may draw on the Financial Assurance to pay for the costs of removing and disposing of Holdover Yardage at a location to be chosen at the sole option of Licensor. To the extent the Licensees provide evidence to Licensor that a certain quantity of Holdover Yardage is attributable to any Licensee's failure to remove its individual allocation of Actual Yardage, Licensor shall consider such information in determining which Licensee's Financial Assurance it shall draw upon for the cost of removal. However, Licensor's decision is controlling.

(c) Licensor shall also have the right to draw down on a Licensee's Financial Assurance to the extent such Licensee is in default under the terms of this Agreement and fails to cure such default, to Licensor's reasonable satisfaction, within 5 (five) business days of receipt of written notice of default from Licensor. Licensor may immediately draw down on Licensee's Financial Assurance, without providing notice or a right to cure, in the event Licensee's default under this Agreement results in an emergency requiring immediate action by Licensor under applicable laws, regulations, or governmental orders.

(d) Six (6) months following the Effective Date of this Agreement, each Licensee may reduce its existing Financial Assurance, based on a rate of \$20/cubic yard determined by evidence of the difference between each Licensee's Actual Yardage and Removed Volume, and Licensor shall reasonably cooperate with such Licensee to facilitate this reduction of Financial Assurance.

(e) Financial Assurance shall remain in place during the Term and for a period of 12 months after the Term or until released by Licensor, whichever is less. The Financial Assurance may be extended to a subsequent Term under an amendment to this Agreement.

12. NOTICES. All notices and communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, or by e-mail upon the applicable Licensee's or Licensor's consent for specific notices or communications,

to the address set forth below or to such other address as one party may have furnished to the other in writing.

Lower Minnesota River Watershed District
112 East 5th Street, Suite 102
Chaska, MN 55318
Attn: Administrator
naiadconsulting@gmail.com

With Copy To: Whoever is the President and to whoever is general legal
Counsel of the Lower Minnesota River Watershed District
As Licensor has informed Licensees by Notice

Cargill, Incorporated
12105 Lynn Ave.
Savage, Minnesota 55378
Attn: Ruben Chong
ruben_chong@cargill.com

With Copy To: Cargill, Incorporated
Law Department
15407 McGinty Road West MS 24
Wayzata, MN 55391
Attn: Gina Young, Attorney
gina_young@cargill.com

Riverland Ag Corp.
1660 South Highway 100
Suite 350
St. Louis Park, MN 55416
Attn: Kyle Egbert

CHS Inc.
5500 Cenex Drive
Inver Grove Heights, MN 55077
Attn: Senior Vice President, AG Business
greg.oberle@chsinc.com

13. TERMINATION. Except for the provisions of Section 7 (“Licensee’s Representations and Warranties”), Section 8 (“Indemnification By Each Licensee”), and Section 11 (“Financial Assurance”), Licensor for any reason, or no reason at all, may terminate this License upon thirty (30) days’ written notice of its intent to terminate this Agreement. In such event, Licensor shall not be liable to any Licensee for any consequences to, or costs or damages incurred by Licensee due to such termination.

14. INDEPENDENT CONTRACTOR. The Licensor and each Licensee are independent contractors and all persons employed or used by each party to perform the

Operations described in the Agreement are independent contractors not employees or agents of another party, and all persons operating equipment or employed in connection therewith, where such vehicles or vessels are owned, leased, or hired by any Licensee shall be agents of the hiring Licensee and not employees of other Licensees or the Licensor.

15. OVERRIDING PROVISIONS. Notwithstanding any language to the contrary herein, as to conducting Operations, Licensee at its sole cost will follow the oral and/or written instructions of the Administrator of the Licensor or the entity that is the Licensor's designated site manager of the Licensed Premise. Such instructions may be given to any person who is present on the Licensed Premise acting on behalf of the Licensee. Any oral instructions shall be submitted in writing as soon as reasonably possible thereafter in a notice to the Licensee involved per Section 12 of this Agreement.

16. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to its rules governing conflicts of laws. Any lawsuit brought in connection with this Agreement must be brought in the District Court for Scott County, Minnesota.

17. ASSIGNMENT. This Agreement will bind and inure to the benefit of the Licensor and each of the Licensees hereto and their respective heirs, successors and assigns. No party shall assign this Agreement without the prior written consent of each other party.

18. WAIVER. Any Licensee's or Licensor's waiver of any breach, or failure to enforce any of the terms or conditions of this Agreement, shall not in any way affect, limit, the right of any other party to this Agreement to thereafter enforce or compel compliance with every term and condition of this Agreement or to terminate this Agreement for breach.

19. FORCE MAJEURE. Whenever the time for performance of any act under this Agreement is limited and such performance is prevented or delayed by any factor or circumstance beyond a party's control, and which that party could not have avoided by the use of due diligence, such as acts of God, fire, strikes or labor troubles, new legislation or regulations limiting the operations contemplated by the parties, embargoes, war, or other disabling causes, then the time for the performance of any such act or obligation of that party will be extended for a period equal to the extent of the delay.

20. ENTIRE AGREEMENT. This Agreement, and any referenced exhibits or amendments, constitutes the entire Agreement between the parties, and supersedes all previous agreements (including the 2014 Agreement), either written or oral, between the parties. This Agreement shall govern if there is a conflict between this Agreement and any exhibit or attachment.

21. SEVERABILITY. In the event that any part of this Agreement shall prove to be invalid, void or illegal, such judgment shall not affect, impair or invalidate any other provision hereof and such remaining provisions shall remain in full force and effect.

22. EXECUTION IN COUNTERPARTS. This agreement may be executed in counterparts with the first date of signature of any Licensee being the Effective Date of this agreement to be added above by Licensor.

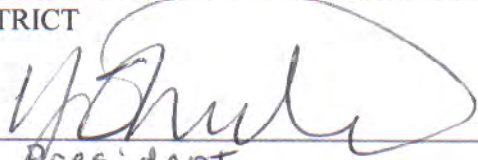
Remainder of page intentionally blank.

<Signature Pages to Follow>

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

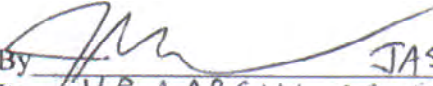
LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: 12-13-2017

By 
Its President

CARGILL, INCORPORATED

Dated: 10-30-2017

By  JASON MEYER
Its VP CARGILL AG SUPPLY CHAIN NA

RIVERLAND AG CORP.

Dated: _____

By _____
Its _____

CHS, INC.

Dated: _____

By _____
Its _____

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: _____

By _____
Its _____

CARGILL, INCORPORATED

Dated: _____

By _____
Its _____

RIVERLAND AG CORP.

Dated: 11/7/2017

By [Signature]
Its CFO

CHS, INC.

Dated: _____

By _____
Its _____

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: _____

By _____
Its _____

CARGILL, INCORPORATED

Dated: _____

By _____
Its _____


RIVERLAND AG CORP.

Dated: _____

By _____
Its _____

CHS, INC.

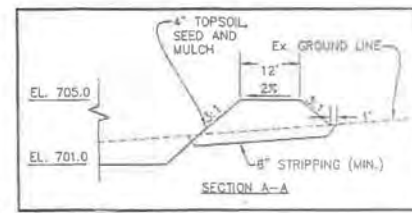
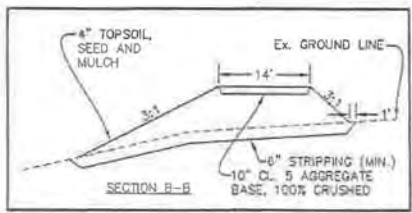
Dated: 11-13-17

By 
Its Vice President

EXHIBITS

- Exhibit A: Map of the Licensed Premises
- Exhibit B: Conditional Use Permit, dated July 7, 2014, issued by the City of Savage to Lower Minnesota River Watershed District
- Exhibit C: Testing Metrics
- Exhibit D: Schedule of Permits

EXHIBIT A



Site Volume Table: Unadjusted

Site	Structure	Surf1	Surf2	Vol	F21	Net Method
SPOIL SITE 5				17062	8382	8680 (C) Orig
spoil site 2	2-arg	0-topo-1g-01		17203	8741	8462 (C) End area

MINNESOTA

RIVER

Private Dredge Containment -
 48,400cy est. capacity
 (2 acres x 15')

COE Dredge Stockpile
 Estimated Capacity - 145,200cy
 (6 acres x 15')

Existing COE Dredge Stockpile/Future
 Secondary Dredge Material Storage
 Estimated Capacity - 84,700cy
 (3.5 acres x 15')

Proposed Onsite
 Access Roads



LOWER MINNESOTA RIVER WATERSHED DISTRICT
 DREDGE SPOIL SITE SURVEY AND ACCESS ROAD
 CARGILL DREDGE SITE
 BCMA/SITE GRADING AND ACCESS ROAD

St. Paul Office
 2335 West Highway 26
 St. Paul, MN 55113
 Phone: 651-636-6000
 Fax: 651-636-1311

Bonestroff
 Rosene
 Andrenik &
 Associates
 Engineers & Architects

C3.01

EXHIBIT B

Receipt# 511538

CUP \$46.00

Cert # 31773

T229710

Return to:
G-SAVAGE CITY
8000 MCCOLL DR
SAVAGE MN 55378



Certified Filed and/or recorded on:
7/15/2014 8:56 AM

Office of the Registrar of Titles
Scott County, Minnesota
James L. Hentges, Registrar of Titles

Certification


STATE OF MINNESOTA)

COUNTY OF SCOTT)


CITY OF SAVAGE)

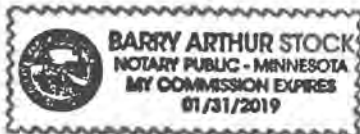
I, the undersigned, being the duly qualified city clerk of the City of Savage, Minnesota, hereby certify that the attached and foregoing is a true and correct photocopy of Resolution No. R-14-83, a resolution approving an amendment to a conditional use permit to allow dredging and fill within the floodway district at 12025 Vernon Avenue, the original of which is on file and of record at the Savage City Hall, 6000 McColl Drive, Savage, Minnesota.

Dated this 8th day of July, 2014.


Ellen Classen
City Clerk

Attest:


Notary Public



Receipt# 511538

CUP \$46.00

Return to:
G-SAVAGE CITY
8000 MCCOLL DR
SAVAGE MN 55378

A961453



Certified Filed and/or recorded on:
7/15/2014 8:56 AM

Office of the County Recorder
Scott County, Minnesota
James L. Hentges, County Recorder

RESOLUTION NO. R-14-83

RESOLUTION APPROVING AMENDMENT TO CONDITIONAL USE PERMIT
ALLOWING DREDGING AND FILL WITHIN THE FLOODWAY DISTRICT
LOWER MINNESOTA RIVER WATERSHED DISTRICT
12025 VERNON AVENUE

WHEREAS, the Lower Minnesota River Watershed District (LMRWD) has applied to the City of Savage for an amendment to their original conditional use permit (CUP) granted by Resolution No. 06-82 on July 10, 2006 that allowed for the placement of dredging materials within the Floodway District on the following legally described property:

T 26-266-005-0 (L5)
A 26-266-006-0 (L6)
T A
A
Lots 5 and 6, Auditor's Subdivision No. 1, Savage, Minnesota, a duly recorded plat, Scott County, Minnesota and that part of Lot 1, Auditor's Subdivision No. 3, Savage, Minnesota, a duly recorded plat, Scott County, Minnesota lying northerly of the following described line and its westerly extension: Commencing at the northeast corner of Section 9, Township 115, North, Range 21 West, Scott County, Minnesota; thence South 00 degrees 03 minutes 13 seconds west, assumed bearing, along the westerly line of said Lot 1 a distance of 55.48 feet; thence southeasterly 237.76 feet along the westerly line of said Lot 1 and along a non tangential curve concave to the southwest having a radius of 647.97 feet and a central angle of 21 degrees 01 minutes 26 seconds, the chord of said curve is 236.43 feet in length and bears South 23 degrees 11 minutes 54 seconds east to the point of beginning of the line to be described; thence north 87 degrees 20 minutes 18 seconds east 1322 feet more or less to the shoreline of the Minnesota River, said shoreline also being the northeasterly line of said Lot 1, and said line there terminating.

WHEREAS, the US Army Corps of Engineers dredges accumulated sediment the Minnesota River to keep open the 9-foot navigational channel to allow for barge transportation and the LMRWD is required to provide and manage a placement site for the dredge materials; and

WHEREAS, in 2006, the LMRWD purchased 18 acres and was granted a CUP for a placement site located along on the east side of Vernon Avenue and due to recent difficulties in finding uses for the dredge material, the stockpile had grown to approximately 110,000 cubic yards from dredging operation occurring from 2008 through 2011; and

WHEREAS, recent soil boring tests has found the dredge materials contains more sand than originally thought and the LMRWD has found a contractor, Rachel Contracting, willing to purchase the material to be used for soil corrections in construction projects; and

WHEREAS, the 2006 CUP conditions limited truck traffic to 15 trucks per day; and

WHEREAS, the truck traffic limitation does not allow the removal process to be cost-effective for a contractor to utilize the stockpile for construction projects due to the large volume of material needed and short time frames allowed for construction projects; and

WHEREAS, the LMRWD proposes to reduce the stockpile to a more manageable size by removing the 110,000 cubic yards over the next three construction seasons in addition to approximately 20,000 to 30,000 cubic yards of new dredge material the US Army Corps of Engineers will need to place per year; and

WHEREAS, approximately 38,000 cubic yards need to be removed per season to downsize the stockpile which results in approximately 20 hauling days with up to 300 truck loads hauled per day; and

WHEREAS, after the stockpile has been reduced to a manageable level, it is anticipated that approximately 10 hauling days per year will be need to remove the dredge materials each season; and

WHEREAS, the Vernon Avenue access from TH 13 is a right-in/right-out only turning movement and the City required the applicant to submit a Traffic Impact Study to evaluate truck traffic circulation and proposed impact on TH 13 traffic volumes; and

WHEREAS, staff worked with the applicant on truck traffic routes that would have the least impact to local roadways; and

WHEREAS, the Minnesota River provides barge navigation for several of the world's largest grain marketing companies who operate terminals along the river and the need to remove dredge materials to allow continual dredging of the river to move barge traffic is critical to the economic vitality of these industries; and

WHEREAS, the request was reviewed by the Development Review Committee and new conditions of approval have been included to achieve the goal of reducing the dredge stockpile to a manageable level with the least amount of impact; and

WHEREAS, the following findings are hereby adopted in accordance with Section 152.031 of the Zoning Ordinance:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

The City required the applicant to conduct a traffic impact study to provide an analysis of the potential impacts the increased hauling operations will have. The study completed by SEH did not indicate any factors that would be detrimental or endanger public health and conditions are being applied to prohibit certain traffic movements.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

TH 13 already experiences large truck traffic due to the type of industries located along the roadway. The proposed hauling operation is not creating a use that does not already exist in the area and is keeping with the normal and orderly development of surrounding properties.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

The area along the Minnesota River is comprised of river related industries of which some already have their own private dredging sites. The proposal is very similar and comparable to the existing businesses in the surrounding area and will not change the intended character of the surrounding area.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

The proposed dredging operation and increase in truck traffic won't impose any hazards or disturbing influences on the surrounding area because commercial truck traffic already exists along the TH 13 corridor.

- 5. The conditional use will not substantially diminish the value of neighboring properties.**

The proposed dredging operation and hauling of material will not affect the value of neighboring properties as the use has already been in existence since 2006 without any negative impacts on property values.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

The site is adequately served for the proposed dredging operation needs and will not create a burden for the city to provide any additional public services. Hauling of the dredge material

will not require public utilities; it will not generate students that would affect the capacity of area schools; and would not require any additional police or fire services.

7. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.

The traffic impact study provided an analysis for staff to apply limitations and conditions regarding allowable hours of operation for truck traffic and limiting certain traffic movements to minimize traffic congestion and provide adequate circulation of traffic on public streets.

8. The conditional use is consistent with the applicable policies and recommendations of the City's Comprehensive Plan or other adopted land use studies.

The CUP is consistent with the policies and goals of the 2030 Comprehensive Plan by allowing the Lower Minnesota River Watershed District to continue their dredging operation that keeps the waterway channels open for navigation for the river related industries located along the Minnesota River.

9. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

The conditional use complies with the all of the requirements within the Savage Zoning Ordinance.

WHEREAS, the application was reviewed by the Development Review Committee and by the Planning Commission during a duly authorized public hearing on June 19, 2014 whereby it was determined the request met the required findings for a conditional use permit as set forth in Section 152.031 of the Savage Zoning Ordinance;

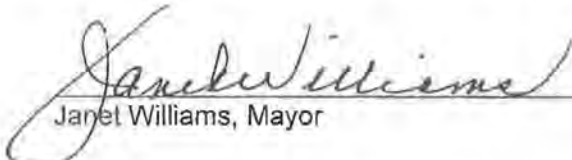
NOW THEREFORE, BE IT RESOLVED that the recitals set forth above are incorporated herein; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Savage, Scott County, Minnesota, hereby amend the conditional use permit for the Lower Minnesota River Watershed District, subject to the following conditions:

1. Approval is subject to Engineering Department review and approval of all site, grading, construction, and storm water management plans and erosion control plans
2. No grading shall be allowed within required wetland buffers and vegetation must remain as natural wetland grasses.
3. Once the dredging operation has ended, the District shall be responsible to remove the material and restore the site to a height not to exceed 720 feet and seed the site with native vegetative species approved by the Natural Resources Coordinator.
4. The District shall be responsible for the upkeep and on-going maintenance of Vernon Avenue, including any plowing and the road shall be left in equal to or better condition after the 3rd hauling season is completed in 2017. The road's existing condition shall be documented before hauling begins and a meeting on-site with city staff shall be required to determine what restoration is needed to bring the road to the original condition. Final restoration, at a minimum, will include patching with bituminous.
5. The City shall be provided with 24 hour notification of hauling days.
6. There shall be no U turns allowed on TH 13. At no time shall any trucks stack onto TH 13 or any other roadways except Vernon Avenue. Trucks shall be prohibited from blocking railroad tracks.

7. Truck hauling during peak periods shall be limited to the hours of 7 am – 5 pm Monday through Friday. Hauling during nights and weekends shall be with permission only from the City Engineer/Public Works Director.
8. Truck traffic on local roadways shall only be limited to: 1.) empty eastbound trucks returning to the site shall use the south frontage road to Quentin Avenue where they may travel north to the Quentin Avenue stoplight to go eastbound on TH 13 to Vernon Avenue and 2.) loaded trucks exiting the site that need to travel eastbound shall turn left at Dakota Avenue after exiting onto westbound TH 13 and travel east along the south frontage road to Yosemite Avenue to exit onto eastbound TH 13. No other local truck traffic shall be allowed on local roadways.
9. Vernon Avenue shall remain open for two-way truck traffic up to the existing gate at the railroad tracks and may be reduced to one-lane truck traffic north of the gate. The shoulders of Vernon Avenue shall be adequate to handle large size trucks and their turning movements.
10. A monthly report shall be submitted to the City for any month in the calendar year that incurs removal of dredge material. The report shall provide detailed information of the amounts removed, number of trucks hauled, contractor removing material, truck accidents and any other miscellaneous information that may be pertinent to the hauling operation. Information regarding the addition of new dredge material added to the stock pile site shall be provided to the City as they become available.
11. Sediment deposit on public streets as a result of such hauling shall be removed and streets cleaned as required by City staff.
12. The CUP will be formally reviewed by the Planning Commission and City Council after the first hauling season is completed to address any issue that may arise and to possibly add additional conditions regarding the truck hauling operations.

Adopted by the Mayor and Council of the City of Savage, Scott County, Minnesota, this 7th day of July 2014.


 Janet Williams, Mayor

ATTEST:


 Barry A. Stock
 City Administrator

Motion by: _____ Abbott _____

Second by: _____ McColl _____

	<u>Aye</u>	<u>Nay</u>
Williams	x	_____
McColl	x	_____
Victorey	x	_____
Abbott	x	_____
Kelly	x	_____

EXHIBIT C

Table 5: Dredged material soil reference values

Parameter	Level 1 Soil Reference Value (SRV) (mg/kg, dry weight)	Level 2 Soil Reference Value (SRV) (mg/kg, dry weight)
In-organics-Metals		
Arsenic	9	20
Cadmium	25	200
Chromium III	44,000	100,000
Chromium VI	87	650
Copper	100	9,000
Lead	300	700
Mercury	0.5	1.5
Nickel	560	2,500
Selenium	160	1,300
Zinc	8,700	75,000
Barium	1,100	18,000
Cyanide	60	5,000
Manganese	3,600	8,100
Organics		
PCBs (Total)	1.2	8
Aldrin	1	2
Chlordane	13	74
Endrin	8	56
Dieldrin	0.8	2
Heptachlor	2	3.5
Lindane (Gamma BHC)	9	15
DDT	15	88
DDD	56	125
DDE	40	80
Toxaphene	13	28
2,3,7,8-dioxin, 2,3,7,8-furan and 15 2,3,7,8-substituted dioxin and furan congeners	0.00002	0.000035
Polycyclic Aromatic Hydrocarbons (PAHs)		
Quinoline	4	7
Naphthalene	10	28
Pyrene	890	5,800
Fluorene	850	4,120
Acenaphthene	1,200	5,260
Anthracene	7,800	45,400
Fluoranthene	1,080	6,800
Benzo (a) pyrene (BAP)/BAP equivalent	2	3
*Benzo (a) anthracene	*Dibenz (a,h) anthracene	*3-Methylcholanthrene
*Benzo (b) fluoranthene	*7H-Dibenzo (c,g) carbazole	*5-Methylchrysene
*Benzo (j) fluoranthene	*Dibenzo (a,e) pyrene	*5-Nitroacenaphthene
*Benzo (k) fluoranthene	*Dibenzo (a,h) pyrene	*1-Nitropyrene
*Benzo (a) pyrene	*Dibenzo (a,i) pyrene	*6-Nitrochrysene
*Chrysene	*Dibenzo (a,l) pyrene	*2-Nitrofluorene
*Dibenz (a,j) acridine	*1,6-Dinitropyrene	*4-Nitropyrene
*Dibenz (a,h) acridine	*1,8-Dinitropyrene	
*7,12-Dimethylbenz[a]anthracene	*Indeno (1, 2, 3-cd) pyrene	

*The results for these analytes should be added together and treated as the BAP equivalent which is compared against the soil reference value for Benzo (a) pyrene, above.

EXHIBIT D

Licensees Dredge Permits

Cargill, Incorporated

- National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS)
Permit MN0062201
 - Permittee: Cargill AgHorizons
 - Facility Name: Cargill AgHorizons – West Elevator Dredge
 - Issuance Date: April 4, 2012
 - Expiration Date: March 31, 2017

- National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS)
Permit MN0054445
 - Permittee: Cargill AgHorizons
 - Facility Name: Cargill AgHorizons – East Elevator Dredge
 - Issuance Date: April 4, 2012
 - Expiration Date: March 31, 2017



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, September 20, 2023

Agenda Item

Item 7. F. – 2024 Legislative Action

Prepared By

Linda Loomis, Administrator

Summary

At the August 16, 2023, Board of Managers meeting, the Board asked for information regarding the history of LMRWD legislative action. Most of the legislative action in the past 10 years was around securing state funding to assist with the management of dredge material.

2013	Efforts were to secure funding for dredge material management or relieve the LMRWD as local sponsor responsibilities
2014	No legislative activities were undertaken
2015	<p>LMRWD introduced SF2204 to establish a Minnesota River Basin Commission. This was met with some opposition in int Basin.</p> <p>LMRWD supported legislation to store more precipitation on the land and the following:</p> <ul style="list-style-type: none"> • Require that engineers' reports for drainage projects and repairs under Minnesota Statutes §§103E.245, 103E.705 and 103E.715 evaluate impacts of proposals on wetlands, flow conditions, water storage and pollution, consistent with drainage system requirements. • Provide statutory confirmation in Minnesota Statutes §103E.011, subdivision 5, that drainage authorities are eligible to receive external sources of funding for local watershed-based planning and implementation. • Establish ad valorem levy authority for counties which serve as drainage authorities. The up-front cost of implementing multipurpose drainage may otherwise prove prohibitive. <p>Designate Clean Water Funds to share the costs incurred by drainage authorities in designing and installing multi-purpose drainage systems.</p>
2016	<p>In addition to supporting 2015 requests, the LMRWD introduced HF3677/SF2563 asking for the following:</p> <ul style="list-style-type: none"> • Make the Board of Water and Soil Resources (BWSR) as the agency responsible for setting goals and strategies for reducing sediment, flow and nutrients by the end of 2017 • Set a goal to complete plans (One Watershed, One Plan) for each of the 13 major watersheds that make up the basin by the end of 2020. • Provides authority for BWSR to establish watershed district under chapter 103D, if plans are not completed or once completed, a plan is not implemented.

2016 (cont.)	<ul style="list-style-type: none"> Establishes a local advisory committee to work with BWSR in developing goals and strategies. Appropriates \$1,250,000 in fiscal year 2017 to BWSR to implement, setting aside \$250,000 for local government units to initiate comprehensive watershed management plans.
2017	<p>HF821/SF701 Appropriation: sites for Minnesota River Dredge Spoil. Requests \$480 in 2018 and \$480,000 in 2019 – appropriation of \$480,000 was appropriated per biennium:</p> <p>HF 1498/SF1131 Minnesota River Basin Management</p> <ul style="list-style-type: none"> BWSR must coordinate development and implementation of goals & strategies for sediment reduction, flow reduction and nutrient reduction Ensure use of sound science with hydrologic and hydraulic modeling Comprehensive watershed management plans throughout MN River Basin Establish Advisory Committees and biannual reporting <p>Appropriation to accomplish the above</p>
2018	The LMRWD supported MN River Basin Management and then weighed in on multiple legislation that was introduced by other this session;
2019	In 2019 the LMRWD continues to ask the State to reauthorize funding to manage dredge material management, fund the MN River Basin Center at Minnesota State University Mankato, address liability issues related to winter maintenance, fund spin-off studies from the MN River Basin Integrated Watershed Study, establish water quality goals for the Minnesota River, and address clean-up of Freeway Dump and Landfill.
2020	Authorize LMRWD to redirect dredge assistance funding to Seminary Fen Ravine stabilization project. (the LMRWD did not receive the second half of a CWF grant and used dredge assistance funding to replace the lost grant.
2021	Reauthorize funding for assistance with dredge management; Received authorization to redirect \$110,500 to Seminary Fen Ravine project
2022	Request state assistance to fund Area #3 riverbank stabilization
2023	LMRWD secured \$2,750,000 of State funding to stabilize riverbank at Area #3
2021	Reauthorize funding for assistance with dredge management; Received authorization to redirect \$110,500 to Seminary Fen Ravine project
2022	Request state assistance to fund Area #3 riverbank stabilization
2023	LMRWD secured \$2,750,000 of State funding to stabilize riverbank at Area #3

BWSR has asked how much longer the LMRWD wants assistance managing dredge material. The LMRWD has asked BWSR if dredge assistance could be used to reduce sediment. BWSR is not responsive when asked. It may be that the LMRWD should consider asking the legislature to amend the language that authorized the dredge material management assistance. Funding.

Lisa Frenette recommended that the LMRWD may want to consider membership if [Agri-Growth](#). The Board asked for more information as to why Ms. Frenette made that recommendation. Ms. Frenette said that Agri-Growth shares many of the same priorities as the LMRWD and they are not viewed negatively by agricultural interests in the MN River Basin. She it would be good for the LMRWD to partner with another organization. She cautioned that the Board should not put off by the name of the organization.

Manager Barisonzi offered other organizations that the LMRWD may want to support. Here is a list provided by Manager Barisonzi: [Sustainable Farming Association](#) (membership), [Land Stewardship Project](#) (membership), [CURE](#) (Clean Up the River Environment) (donation), MCEA (Minnesota Center for Environmental Advocacy),

(donation), Citizens for a Clean Minnesota River (I assume this is the [Coalition for a Clean Minnesota River](#), as I could not find any organization called “Citizens for a Clean Minnesota River”).

The LMRWD does support the Coalition for a Clean Minnesota River. The LMRWD has provided matching funds for its efforts to secure funding for Water Storage. The LMRWD has supported the MN River Congress since 2014, which is organized by the Coalition for a Clean Minnesota River.

Some of the organizations suggested by Manager Barisonzi are not membership organizations. Support would be in the form of a donation to the organization. There are numerous other organizations besides the ones listed. The last time the Board considered supporting watershed organizations (other than MN Watersheds) was in 2015. The organizations considered at that time were [Freshwater](#) (membership), [Blue Thumb](#) (partnership) [Watershed Partners](#) (now Clean Water Minnesota – partnership), and [Metro Blooms](#) (donation). The Board did not authorize membership in any of the organizations at that time.

The LMRWD has contracted with Freshwater to conduct studies, such as the [altered hydrology study](#), the [nonylphenol and its ethoxylates study](#), [landslide study](#), and [paleolimnology study of floodplain lakes](#). The LMRWD has supported Freshwater by purchasing a table it is annual fundraising galas (prior to COVID).

If the Board is interested, there are other organizations to consider, such as [Adopt a Drain](#), [MN Soil Health Coalition](#) (membership or partner), [Conservation Minnesota](#) (donation), [Environmental Initiative](#) (donation), [Great River Greening](#) (donation) and more.

Manager Salvato has expressed interest in a strategic planning session, which may help to decide whether to support any organization. The Watershed Management is the strategic Plan for the LMRWD. Manager Salvato, Della Young and I have been meeting with Dara Wald from Texas A & M to develop key messaging and determine how to reach target audiences. The work with Ms. Wald may help to inform what organizations the LMRWD want to partner with. The project that Manager Salvato has arranged with Ms. Wald, is a project done by students at the University and other than time commitments from Manager Salvato, Young Environmental Consulting Group and myself, there is no cost to the LMRWD.

Attachments

No attachments

Recommended Action

No recommendations



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, September 20, 2023

Agenda Item

Item 7. G. – Education & Outreach

Prepared By

Linda Loomis, Administrator

Summary

Signage has been designed for Courthouse Lake. The LMRWD would like to purchase the copyright for the illustrations from the artist. The signage, copyright purchase agreement, and invoice for purchase of the copyright are attached. The Board should authorize execution of the copyright purchase agreement and payment for the copyright.

The LMRWD has been working with the USFWS to develop signage for Ike's Creek. Young Environmental Consulting Group, LLC, on behalf of the LMRWD has obtained estimates for signage. Two types of signage are recommended. One placed along the property boundaries of commercial properties to inform the public that there is a protected resource. The second type would be interpretive, similar to other signage developed by the LMRWD. The signage would be placed on the City of Bloomington property near the headwaters of Ike's Creek. Recommendations are detailed in Technical Memorandum – LMRWD Ike's Creek Signage Recommendations dated September 5, 2023.

Attachments

Courthouse Lake Sign

Copyright agreement

Technical Memorandum – LMRWD Ike's Creek Signage Recommendations dated September 5, 2023

Recommended Action

- Motion to authorize execution of Transfer of Copyright Agreement and authorize payment of invoice for Transfer of Copyright
- Authorize design, fabrication and installation of an interpretive sign and purchasing full copyright to illustrations
- Authorize design, fabrication and installation of ten resource protection signs

COURTHOUSE LAKE

About Courthouse Lake

Courthouse Lake sits in what was one of three open-pit clay mines in the City of Chaska, located within the Lower Minnesota River Watershed.

During the late 1800s and early 1900s, the brick-making industry excavated cream-colored clay here. The unique, yellow-colored bricks were used in many buildings.

With the clay removed, high-quality groundwater filled the mine and created a lake with cold and well-oxygenated water. These conditions are ideal for stream trout, leading the Minnesota Department of Natural Resources to take interest in it as a "put-and-take" fishery. The stream trout do not reproduce in lakes so annual stocking is required to maintain the fishery.

Other recreation at the lake includes a 0.7-mile path around the lake that meanders through areas of restored native plants. Native plants do well in the soils and climate of their original location. They typically need less water and pesticides, and their deep roots infiltrate water, maintain healthy soils, and reduce soil erosion. Sections of the lawn around Courthouse Lake were restored to native plants, increasing the pollinator corridor along the Minnesota River and reducing polluted runoff from entering Courthouse Lake.

Lake Specs

SIZE: 12 acres

DEPTH: 57 feet

Q: WHAT ARE POLLINATORS?

Pollinators are bees, wasps, butterflies, moths, birds, bats, beetles, flies, and other insects that travel among flowering plants to help produce many of the fruits, vegetables, and nuts we eat.

FACT Pollinators are responsible for one out of every three bites of food you eat!



Q: WHAT CAN YOU DO TO HELP KEEP THIS LAKE CLEAN & COOL?

KEEP STORM DRAINS CLEAN: Pick up pet waste and keep storm drains clear of litter, leaves, grass clippings, and other debris. Water from rain and snowmelt washes off lawns and enters drains on your street. This water is not treated before it enters the lake.

USE SIDEWALK SALT MINIMALLY: Shovel snow early and often so deicers are not needed. One teaspoon of salt permanently pollutes five gallons of water and harms freshwater systems, including the trout that are susceptible to changes in chloride.

REDIRECT YOUR DOWNSPOUT: Angle downspouts toward your lawns or gardens. This will help filter and cool rain and snowmelt before it enters the groundwater that supplies Courthouse Lake.

CREATE POLLINATOR HABITATS.

REDUCE PESTICIDE USE: Broad-spectrum insecticides used to kill unwanted pests often eliminate or harm a wide range of non-targeted insects as well. Be selective and reduce reliance on pesticides.

INCORPORATE NATIVE PLANTS INTO YOUR YARD: Attract bees, butterflies, and birds to your garden with native plants that provide color to your landscape and food and shelter for pollinators.

INSTALL A BAT OR NATIVE BEE HOUSE: Now that you have pollinators coming to your yard and garden, why not give them a place to call home?

Q: WHAT ARE NATIVE PLANTS?

Native plants are the type of flowers and vegetation that grow naturally in a particular area without human interaction. These types of plants are the indigenous species that have evolved and occur naturally in an ecosystem and habitat.



ILLUSTRATIONS BY MEGAN BEERS



Q: WHAT IS A 'PUT-AND-TAKE' FISHERY?

A put-and-take fishery means that hatchery-raised fish are stocked for fishing. Put-and-take management typically does not create a self-sustaining population of trout because few of the stocked fish reproduce.



ABOUT THESE RESOURCES: Lower Minnesota River Watershed District (LMRWSD) has partnered with communities, cities, and counties locally to preserve and protect water and natural resources.

Learn more at lowerminnriverwd.org.

Transfer of Copyright Agreement

This document pertains to the transfer of rights for the artwork listed below:

Courthouse Lake Illustration
Supplementary plant and fish illustrations

The agreed upon cost of the rights is \$2125. Transfer of rights does not go into effect until the Artist receives payment.

Scope of Copyright Transfer

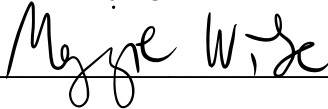
- By signing this Copyright Transfer Form, the Artist will be relinquishing all personal, professional, and ownership rights, to all designs detailed above (hereinafter, “the Work”).
- This signed agreement also includes the Transfer of Ownership to any variations of the Work previously agreed and supplied as part of the initial contract. Examples of these variations could include: multiple color versions; size and dimensional variations; landscape and portrait orientations; font variations; social media profile images; etc.
- Unless otherwise arranged and agreed, the Artist reserves the right to showcase the finished Work and associated variations in their portfolio, and in any number of online galleries or social media, as well as in printed literature including, but not limited to: books, brochures and magazines.
- It is important to note that Copyright is not the same as Trademark or Registered Trademark. This form does not provide Trademark Ownership or Protection.

Restrictions and Caveats

- The Copyright Transfer Form does not give the Client permission to: use, modify, alter, replicate or borrow, any of the previous and unused: preliminary ideas, concepts, sketches, or drafts of the Work previously shown and presented during the course of the project without expressed written permission from the Artist.
- All original preparation materials, sketches, visuals and unused ideas previously shown, and considered, will remain the property of Maggie Wiebe.
- The Artist is free to use these unused ideas for future conceptual and client work. Where a previously unused idea/design retains a similar look and style to the finished Work, the Artist shall repurpose and style as to be sufficiently different so as not to cause conflict.
- The Client is free to change, modify and adapt the finished Work as they see fit, but they do so at their own risk, and at the risk of diluting, or causing confusion, over their existing brand identity.

The Artist confirms that the Work is their own, that they have full right to make this assignment, that the Work is factually accurate and lawful, and that the Work does not violate any Copyright, proprietary or personal rights of others, and that they have obtained all necessary permissions from others.

I, Maggie Wiebe hereby agree to abide by the Terms and Conditions as set forth above.

Artist Signature: 

Date: 8/24/2023

I, _____ hereby agree to abide by the Terms and Conditions as set forth above.

Client Signature: _____

Date: _____

(PDF COPIES OF THE FINALIZED SIGNED DOCUMENT WILL BE PROVIDED TO BOTH THE ARTIST AND THE CLIENT)

Maggie Wiebe
mwiebe@umich.edu
www.maggiewiebe.com

Invoice

Transfer of Copyright Agreement

This document pertains to the transfer of rights for the artwork listed below:
Courthouse Lake Illustration
Supplementary plant and fish illustrations

Amount: \$2125

Address:

Maggie Wiebe
2421 Field Street
Detroit, MI, 48214

Terms

1. Time for Payment

Payment is due within 60 days of receipt of invoice. A 1 1/2% monthly service charge will be billed for late payment.

2. Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. Expenses

The Client shall reimburse the Illustrator for all expenses arising from the assignment.

4. Sales Tax

The Client shall be responsible for the payment of sales tax, if any such tax is due.

5. Grant of Rights

The grant of rights is conditioned on receipt of payment.

6. Credit Lines

On any contribution for magazine, book use, or signage use the Illustrator shall receive name credit in print.

7. Warranty of Originality

The Illustrator warrants and represents that, to the best of her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been

obtained consistent with the rights granted to Client herein; that all work or portions thereof obtained through the undersigned from third parties is original and that consent to use has been obtained consistent with the rights granted to Client herein; that the Illustrator has full authority to make this Agreement; and that the work prepared by the Illustrator does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Illustrator's product that may infringe on the rights of others. Client expressly agrees that it will hold the Illustrator harmless for all liability caused by the Client's unauthorized use of the Illustrator's product to the extent such use infringes on the rights of others.

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Jen Dullum, Education and Outreach Coordinator
Suzy Lindberg, Communications Manager

Date: September 5, 2023

Re: LMRWD Ike's Creek Signage Recommendations

As approved in the 2023 Public Education and Outreach workplan, Young Environmental has evaluated potential interpretive sign locations for high value resources within the LMRWD (Table 1). The trout stream, Ike's Creek in the City of Bloomington, is one of these high value resources. Following recent communication with Vicki Sherry from the Minnesota Valley National Wildlife Refuge (Refuge) and Dave Hanson from the City of Bloomington, we've determined that both parties are interested in two types of signs highlighting this unique resource.

Table 1: LMRWD Ike's Creek Signs

Sign Type and Potential Message	Sign Location	Resource Manager	Findings
<u>Ike's Creek Interpretive Sign</u> Importance of habitat requirements and features of native plants	Southeast corner of Killebrew Drive and Old Shakopee Road	City of Bloomington	City of Bloomington (Dave Hanson) working on sign location and will coordinate installation. LMRWD will be responsible for sign design and fabrication cost.
<u>Ike's Creek Resource Protection Sign</u> Create awareness surrounding a high value resource with "clean water starts here" messaging and a QR code linking to website on water quality best practices	Private and City property above Ike's Creek along parking lots	WhirlyBall Twin Cities, Tru by Hilton, others yet to be identified	Coordination will be ongoing with public and private property owners on sign location and installation. A sign has been drafted for LMRWD and Refuge approval. LMRWD will be responsible for printing. Public and private property owners will be responsible for sign installation.

Interpretive Sign

As part of the original scope of work to bring forward up to five interpretive sign proposals to the Board, Young Environmental has contacted and received the attached estimates for the design and fabrication of a sign from Studio Lola. The current estimate for design, fabrication, and full rights to the illustration we are proposing ranges from \$3,655 to \$8,755 as shown in Attachment 1.

Resource Protection Sign

Due to increased urban pressure from above Ike's Creek, the Refuge reached out to Administrator Loomis regarding signs to highlight the important resource and discourage negative actions toward Ike's Creek, such as garbage dumping and winter snow storage. The Refuge hopes to place these signs at the back of business parking lots above Ike's Creek to succinctly address the resource below and the issues it faces.

As discussed in August, the concept includes printing several 9x12" signs to be placed along each property line at key corners along Ike's Creek. A draft sign is shown in Attachment 2. This sign uses partner logos and simple text with a QR code leading the user to a yet to be developed website, which will contain information on Ike's Creek as well as water quality best practices. Our intent is to keep the message of the sign positive while linking users to additional information that discusses the issues.

Once the signs are approved, our team can draft and finalize the website landing page. Fabrication and shipping is estimated at \$167.60 for ten signs. The cost estimate is provided as Attachment 3.

Recommendation

Based on the information presented, Young Environmental suggests moving forward with the design and fabrication of an interpretive sign illustrating a trout stream surrounded with the native vegetation of Ike's Creek and purchasing the full copyright to the illustration for use by the LMRWD in other publications and media. We also recommend design and fabrication of the ten resource protection signs as we continue to work through coordination with the public and private property owners on location placement and installation.

Hello

ESTIMATE OF SERVICES

ABOUT

COMPANY YE | LMRWD

PROJECT Sign Fabrication—Basic

DATE 6/28/23

PROJECT ITEM**ESTIMATE****Graphic Design**

6-20 hr @ \$90

*Client mentioned most of the background elements will remain the same; layout edits will depend on content and illustration layouts etc***Illustration**\$1000-2250 each new drawing (basic usage); Small plant and fish images will be \$250/400*Edits to prior illustrations could be less; but without full details its hard to say***Content / Editing**

2-4 hr @ \$90; only as needed

*Client mentioned all content would be provided; only final editing/proofreading required***Sign Fabrication**

\$1485-1895 (for 1)

Shipping to residence\$200-250 <-- *this is similar to what it was to ship to a residential address. Note: Cost isn't solid until post production, could vary significantly and is out of my control*

This estimate a plan created based on our previous job and your update requests; including in some of the items we learned from previous job for Illustration and shipping. The variation in the hours is due to the unknowns of the project with regard to response, editing & proof process.

SCOPE: Panel Width (INCH): 35.50; Panel Height (INCH): 23.50; Panel Total SQ FT: 5.79; .125 Panel Thickness; Single Side Print; Square/Rectangle; 1/8" Corner Radius (default); No Holes (Bolt hiding technology); 3/8"-16 x.75" STD for Pedestal; DOUBLE POST DIRECT EMBED; FRAMELESS PEDESTAL POST; MOUNT IO 160005; 3"x3"x72" Inground Double Leg; 12"x16" Mounting Plate; Powdercoat Black Texture
Est. Unit Weight: 41 LBS ***Installation not included***

Client is responsible for completely reviewing final art for errors and approving the signage before it will be sent to prepress / print. Signage approval of art is final; Studio Lola is not responsible for errors found after print, NOTE: any changed made after initial approval will be billed accordingly and will require a re-do of prepress and post press proofs internally.

PAYMENT IN FULL IS REQUIRED BEFORE PRINT ORDER WILL BE PLACED. INVOICE WILL BE PROVIDED AFTER FINAL APPROVAL OF THE ART.

I approve! Let's do this

Your signature of approval is required to place your job in active status. Note: New clients are required to pay half down to reserve the project time in my schedule and to solidify your commitment to the project as well.

 GO! NO EDITS (Ready to print/approved as is) WAIT! EDITS (New proof requested)

sign here

date

Hello

ESTIMATE OF SERVICES

ABOUT

COMPANY YE | LMRWD

PROJECT Sign Fabrication—FullRights

DATE 6/28/23

PROJECT ITEM Graphic Design

ESTIMATE

6-20 hr @ \$90

Client mentioned most of the background elements will remain the same; layout edits will depend on content and illustration layouts etc

Illustration

\$2500-3875 each new drawing (full rights); \$275-575 for smaller images

Edits to prior illustrations could be less; but without full details its hard to say

Content / Editing

2-4 hr @ \$90

Client mentioned all content would be provided; only final editing/proofreading required

Sign Fabrication

\$1485-1895 (for 1)

Shipping to residence

\$200-250 -- *this is similar to what it was to ship to a residential address. Note: Cost isn't solid until post production, could vary significantly and is out of my control*

This estimate a plan created based on our previous job and your update requests; including in some of the items we learned from previous job for Illustration and shipping. The variation in the hours is due to the unknowns of the project with regard to response, editing & proof process.

SCOPE: Panel Width (INCH): 35.50; Panel Height (INCH): 23.50; Panel Total SQ FT: 5.79; .125 Panel Thickness; Single Side Print; Square/Rectangle; 1/8" Corner Radius (default); No Holes (Bolt hiding technology); 3/8"-16 x.75" STD for Pedestal; DOUBLE POST DIRECT EMBED; FRAMELESS PEDESTAL POST; MOUNT IO 160005; 3"x3"x72" Inground Double Leg; 12"x16" Mounting Plate; Powdercoat Black Texture
Est. Unit Weight: 41 LBS ***Installation not included***

Client is responsible for completely reviewing final art for errors and approving the signage before it will be sent to prepress / print. Signage approval of art is final; Studio Lola is not responsible for errors found after print, NOTE: any changed made after initial approval will be billed accordingly and will require a re-do of prepress and post press proofs internally.

PAYMENT IN FULL IS REQUIRED BEFORE PRINT ORDER WILL BE PLACED. INVOICE WILL BE PROVIDED AFTER FINAL APPROVAL OF THE ART.

I approve! Let's do this

Your signature of approval is required to place your job in active status. Note: New clients are required to pay half down to reserve the project time in my schedule and to solidify your commitment to the project as well.

GO! NO EDITS (Ready to print/approved as is)

WAIT! EDITS (New proof requested)

sign here

date

Attachment 2: Resource Protection Sign Draft for Approval



Clean Water Starts Here!



Scan the QR code with your phone to learn more about Ike's Creek and what you can do to protect it.





QUOTATION

Newman Signs Inc.
 PO Box 1728
 Jamestown, ND 58402
 Phone: 800-437-9770

****Given the current market conditions, after one week, this quote is subject to change at any time at the discretion of Newman Traffic Signs.****

Quote #: TRFQTE066136

Quote Date: 6/8/2023

Customer Number: CAS-03-999-02

Ship Via: DELIVERY

Sales Rep: Chris Rathjen

FOB: ORIGIN

Payment Terms: Net 30

Bill To:

CASH QUOTE CUSTOMER
 PO Box 1728
 1606 6th Ave SW
 Jamestown ND, 58402-1728

Ship To:

LOWER MN WATERSHED DISTRICT
 BROOKLYN CENTER MN, 55430

Header Note:

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	SPECIALTRAFFIC T-DP012009/2M3A (12X9 .080 NO DUMPING SPECIAL SIGNS) 1 EACH	10.00	14.56	145.60
2	FREIGHT-TRAFFIC FREIGHT TRAFFIC SALES	1.00	10.26	10.26
Subtotal:				155.86
Tax:				11.74
Total:				<u>\$167.60</u>

Total subject to any applicable tax and freight charges. Additional freight charges for residential delivery, inside delivery, liftgate delivery, limited access delivery, or other charges incurred will be invoiced to the customer.

6/8/2023 12:04:35 PM



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, September 20, 2023

Agenda Item

Item 7. H. – LMRWD Projects

Prepared By

Linda Loomis, Administrator

Summary

i. Area #3

In July 2023, the LMRWD applied for an Opportunity Grant from Hennepin County for this project. On September 13, 2023, the LMRWD was informed that the Grant was approved. The amount of the Grant applied for was \$50,000. Hennepin County will provide more information about additional requirements to receive the Grant; grant agreement, etc.

On September 11, 2023, the City of Eden Prairie held a TEP (Technical Evaluation Panel) meeting at Area #3 to concur with the findings of the wetland delineation. On September 15, 2023, the LMRWD received the Notice of Decision from the City approving the application.

It appears that 106 Group has issues with access to Area #3, which the LMRWD will need to work out.

A meeting was held with Lisa Beckman and Brent Rolf from WSB regarding the LMRWD's acquisition of right of way. On August 30, 2023, a letter was sent to the property owner's agent, officially informing the owner of the LMRWD's intent to acquire property. WSB will follow up with the owner's agent.

Attachments

LMRWD_AH markup access

Recommended Action

No action recommended

ii. Spring Creek

The LMRWD has further evaluated Site 3. Technical Memorandum – Spring Creek Site 3 Project Update dated September 13, 2023, is attached, and recommends that the LMRWD not pursue this site any further.

The project to stabilize sites 1 & 2 is at the 60% design stage. An update for Spring Creek Sites 1 & 2 is detailed in Technical Memorandum – Spring Creek Sites 1 & 2 Bank Stabilization Project – Project Update dated September 14, 2023. After preliminary conversation with the USACE, it was determined that a wetland delineation will be required for the project. ISG has provided a proposal to provide wetland delineation services, and a Work Order has been offered.

Item 7. H. – LMRWD Projects

Executive Summary

September 20, 2023

Page 2

Attachments

[Technical Memorandum – Spring Creek Site 3 Project Update dated September 13, 2023](#)

Technical Memorandum – Spring Creek Sites 1 & 2 Bank Stabilization Project – Project Update dated September 14, 2023






Professional Services Proposal for Spring Creek Stabilization Wetland Delineation

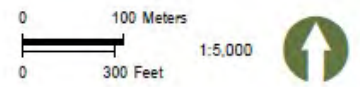
Work Order 2023-03 for Spring Creek Stabilization Wetland Delineation

Recommended Action

Motion to accept Professional Services Proposal for Spring Creek Wetland Delineation and Authorize execution of Work Order 2023-03

**Lower Minnesota River Watershed District (LMRWD)
Area 3 Slope Stabilization
Architectural History Review**
Eden Prairie, Hennepin County, Minnesota

-  Project Area
-  Recommended Architectural History APE
-  45 years of age or older and not previously inventoried
-  Inventoried
-  Recommended Individually Eligible



Project Location, Recommended APE, and Literature Review Results

Figure 1

Source: 106 Group, Young Environmental

Service Layer Credits: MinGeo Composite Imagery
Map Produced by 106 Group 6/21/2023



Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Hannah LeClaire, PE, Project Manager
Erica Bock, Water Resources Scientist

Date: September 14, 2023

Re: Spring Creek Sites 1 & 2 Bank Stabilization Project—Project Update

At the Lower Minnesota River Watershed District (LMRWD) Board Meeting in June 2023, the LMRWD selected ISG to design the Spring Creek Sites 1 & 2 Bank Stabilization Project. ISG is responsible for the engineering design and construction administration and Young Environmental Consulting Group (Young Environmental) is responsible for overseeing the project and coordinating project permitting requirements. A permitting update was provided at the August 16, 2023, Board Meeting describing the potential need for a wetland delineation and cultural resources review. Since that time, ISG has completed the 60% design and Young Environmental has continued coordination with the US Army Corps of Engineers (USACE) to confirm what permits are required.

ISG collected topographic survey of the sites, completed a vegetation assessment, and updated hydraulic modeling to develop the 60% designs for Spring Creek Sites 1 & 2. Young Environmental, ISG, and the LMRWD Administrator met on August 30, 2023, to review the 60% design plans. The proposed stabilization measures include vegetated riprap, Bio-D blocks, and planting of native grasses and shrubs. Because project permitting is currently in flux, the project team decided to pause continuation to 90% plans at this time.

Young Environmental met with the USACE for a pre-application meeting on September 7, 2023. The USACE confirmed that the project is located within the City of Carver Historic District, which requires a Section 404 permit and submittal of a joint application. Part of the joint application requires identification of impacts to aquatic resources, including wetland impacts. Therefore, a wetland delineation will be required to determine whether potential wetland impacts comply with the City of Carver and USACE permit requirements. The USACE recommended submitting a draft joint application for review to determine whether Section 106 of the National Historic

Preservation Act applies to this project. If Section 106 applies, further cultural resources review and coordination will be required. A draft joint application was submitted to the USACE on September 8, 2023, and our team is currently waiting for a response.

Recommendations

Young Environmental coordinated with ISG to obtain a scope of work and fee estimate to complete a wetland delineation. ISG is prepared to complete the wetland delineation for the project before the end of this year's growing season. They provided a fee estimate of **\$3,500** and scope of work for the wetland delineation. To keep the project moving forward, we recommend Board approval of the attached Work Order for Spring Creek Stabilization Wetland Delineation Services (Attachment 1).

Attachments

Attachment 1—Spring Creek Stabilization Wetland Delineation Work Order

SEPTEMBER 6, 2023

Linda Loomis

District Administrator

Lower Minnesota River
Watershed District
112 East 5th Street, Suite 102
Chaska, MN 55318

763.545.4659

admin@lowermnriverwd.org

**RE: Professional Services Proposal for
Spring Creek Stabilization Wetland Delineation
Carver, Minnesota**



Linda,

As Lower Minnesota River Watershed District (LMRWD) looks to design and construct stabilization measures along Spring Creek in Carver, Minnesota, ISG understands that wetland delineations are needed for two residential parcels impacted by the project.

The following scope of work details the services necessary to investigate the current wetland status of the project area and to submit appropriate paperwork to the Local Government Unit (LGU), Soil & Water Conservation District (SWCD), Minnesota Board of Water and Soil Resources (BWSR), the Minnesota Department of Natural Resources (MnDNR), other member(s) of the Technical Evaluation Panel (TEP), and the U.S. Army Corps of Engineers (USACE). The tasks associated with this scope of work include the following:

SCOPE OF SERVICES

Task I - Wetland Delineation

TASK IA - WETLAND DELINEATION

The delineation will consist of identifying, classifying, and delineating all wetlands within the project area during the growing season. Delineation methodologies will conform to the Midwest Regional Supplement of the Corps of Engineers Wetland Delineation Manual (USACE, 2010). Wetland boundaries will be flagged in the field and surveyed with a GPS unit.

The investigation will be conducted by Minnesota Certified Wetland Delineators (MCWD) and will entail the following actions:

- Review available desktop information including: Historical Aerial Photograph Review, National Wetland Inventory, DNR Public Water Inventory, USGS Topography, LiDAR Elevation Data, and Soil Survey Maps
- Antecedent precipitation analysis
- Field work including: soil analysis, vegetative survey, hydrology sampling, and wetland boundary delineation
- Report preparation: Submit a copy of the report to you, LGU, SWCD, BWSR, MnDNR, TEP, and USACE
- To expedite the report preparation, ISG will survey the wetland boundary utilizing a sub-meter GPS unit to accurately depict the size and location
- Submit a wetland boundary and type application

The information gathered from the field delineation will be combined and incorporated into a wetland delineation report authored by a MCWD. This report will be prepared in accordance with the "Guidance for Submittal of Delineation Reports to the St. Paul District Army Corps of Engineers and Wetland Conservation Act Local Governmental

Units in Minnesota”. This draft report will be submitted to you for review and comment prior to submittal to the appropriate agencies for approval. Once the LGU has field reviewed and accepted the wetland delineation, the final wetland boundaries and types will be overlaid onto a final wetland delineation map. The report will then become final for your records.

TASK 1B - AGENCY COORDINATION

This task includes one (1) meeting with agency staff to review the application and the delineations in the field. Any additional meetings that are requested by the reviewing agencies, if necessary, will be billed on an hourly basis after receiving prior authorization from you for the additional work. Any payments of necessary fees associated with the application will be the responsibility of the applicant.

SCHEDULE

As the LMRWD Board of Directors meets on September 20, it is imperative to complete this work order as soon as possible to ensure that we have enough time to complete the field work this year. Once the contract has been signed and ISG is authorized to proceed, we will complete and submit the wetland delineation reports prior to the end of the 2023 growing season.

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule:

SERVICE	COMPENSATION
Wetland Delineation	\$3,500
Total	\$3,500

Reimbursable Expenses

Anticipated reimbursable expenses such as travel, mileage, and printing are included within the compensation listed above.

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible with accommodating the requirements of this project. Upon request, ISG is able to provide a subsequent proposal to assist with any additional professional design and construction phase services that will be necessary to facilitate this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of LMRWD. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,



Nick McCabe

Senior Environmental Scientist

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2023.

Company: _____
Print

Name: _____
Print

Title: _____
Print

Signature: _____

This proposal is valid for 30 days.

**WORK ORDER FORM FOR
CONSULTANT AGREEMENT
WORK ORDER 2023-03**

This Work Order is entered into and authorized this 20th day of September 2023, by and between **Lower Minnesota River Watershed District** (hereinafter called LMRWD) and **I & S Group, Inc.** (hereinafter called ISG).

The parties agree that ISG shall perform the attached services for Spring Creek Stabilization Wetland Delineation in accordance with the terms of the Agreement dated March 22, 2023.

1. Compensation:

The basis of compensation for the attached Spring Creek Stabilization Wetland Delineation Services shall be the hourly rate per ISG's rate sheet, plus other expenses, as needed, subject to a not-to-exceed cap of \$3,500 without further authorization.

2. Other Terms:

No additional terms.

IN WITNESS WHEREOF, the parties have made and executed this Task Order as of the day and year first above written.

Owner: Lower Minnesota River Watershed District

Consultant: I & S Group, Inc.

By: _____

By: _____

Name: Linda Loomis

Name: Julie Blackburn

Title: Administrator

Title: Environmental Practice Leader



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, September 20, 2023

Agenda Item

Item 7. I. – Permits & Project Reviews

Prepared By

Linda Loomis, Administrator

Summary

- i. **5250 Eagle Creek Boulevard, Shakopee (LMRWD No. 2023-0190) After the Fact Dean Lake Floodplain fill**
The Board was informed of this project at the August 16, 2023, Board of Managers meeting. The property owner filled in portions of his property, below the 100-year floodplain and wetland.

The City ordered fill within the wetland removed. The City wetland officials determined the limits to the wetland and on August 24, the LMRWD attended the City's inspection of the removal. Fill in the wetland had been removed as directed. Restoration of the disturbed wetland was discussed with the property owners. The LMRWD requested the owner to apply for a LMRWD permit (the LMRWD administers the floodplain rules in the City of Shakopee). Young Environmental Consulting Group, LLC, on behalf of the LMRWD, worked with the City to determine impacts to the floodplain of Dean Lake.

Technical Memorandum – 5250 Eagle Creek Boulevard (LMRWD No. 2023-019) After-the-Fact Dean Lake Floodplain Fill dated September 13, 2023, is attached.

Attachments

Technical Memorandum – 5250 Eagle Creek Boulevard (LMRWD No. 2023-019) After-the-Fact Dean Lake Floodplain Fill dated September 13, 2023

Recommended Action

Motion to conditionally approve an after-the-fact permit for 5250 Eagle Creek Boulevard, subject to receipt of a \$50 permit review fee and a special stipulation that native wetland seed will be planted in the wetland areas that were delineated and identified by the City of Shakopee

- ii. **535 Lakota Lane, Chanhassen – work without a permit**

No new information to report since the last update. Legal Counsel may have an update at the meeting.

Attachments

No attachments

Recommended Action

No action recommended

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Erica Bock, Water Resources Scientist
Hannah LeClaire, PE, Project Manager

Date: September 13, 2023

Re: 5250 Eagle Creek Boulevard (LMRWD No. 2023-019)
After-the-Fact Dean Lake Floodplain Fill

On July 14, 2023, the LMRWD received an inquiry about floodplain fill activity at the residential property on Dean Lake at 5250 Eagle Creek Boulevard in Shakopee, MN (Figure 1). Upon receiving the inquiry, the LMRWD reached out to the City of Shakopee (City) to inform them of the request and obtain additional information. The City replied that they were also notified of the apparent fill by the Minnesota Department of Natural Resources (MnDNR) on July 14, 2023. The site was inspected by City staff and a Stop-Work Order was issued until further investigation could be completed.

After discussion with the City, it was determined that the homeowner graded and placed fill in low spots of their yard totaling approximately 0.4 acres of disturbance. The City has their municipal permit and serves as the permitting authority for LMRWD Rule B: Erosion and Sediment Control, Rule D: Stormwater Management, and Rule F: Steep Slopes. The project is not located within a LMRWD High Value Resource Area (HVRA). However, Dean Lake is a public water and LMRWD Rule C: Floodplain and Drainage Alteration requires an Individual Project permit for any alteration to or filling of land below the 100-year flood elevation of any public water. Therefore, the grading and filling at 5250 Eagle Creek Boulevard requires a LMRWD permit review for Rule C. The homeowner submitted a permit application on August 27, 2023.

Summary

Project Name: Dean Lake Floodplain Fill

Purpose: After-the-fact floodplain fill

Project Size:

Area Disturbed	Existing Impervious Area	Proposed Impervious Area	Net Increase Impervious Area
0.4 acres	0 acres	0 acres	0 acres

Location: 5250 Eagle Creek Boulevard
Shakopee, MN 55379

LMRWD Rules: Rule C—Floodplain and Drainage Alteration

Recommended Board Action: Conditional Approval

Discussion

The LMRWD received the following documents for review:

- LMRWD permit application; received August 27, 2023.
- Erosion and sediment control plan by the homeowner; received September 10, 2023.
- Final vegetation plan by the homeowner; received September 10, 2023.
- Construction schedule by the homeowner; received September 10, 2023.

Rule C – Floodplain and Drainage Alteration

The project is not located within a FEMA Floodplain; however, because Dean Lake is a public water, the project requires a LMRWD Rule C Permit. The City has an XP-SWMM model that shows the 100-year High Water Level (HWL) to be 750.59 NAVD88 for Dean Lake. Young Environmental completed conservative floodplain fill calculations by using the maximum area and depth of fill to determine that the fill placed below the 100-year HWL would not cause a rise in the 100-year HWL for Dean Lake. The homeowner (the applicant) submitted an erosion and sediment control plan, a final vegetation plan, and an estimated construction schedule. The homeowner identified themselves as the designated individual who will remain liable to the LMRWD for performance under Rule C from the time permitted activities commence until 70% vegetation cover is established and the LMRWD has inspected and certified satisfaction with the vegetation requirements. The project complies with Rule C.

Additional Considerations

The City is the Local Government Unit for implementation and coordination of Minnesota Statute 103A.201, Chapter 8420, Wetland Conservation Act (WCA). This means that the City is responsible for implementing WCA and regulates any wetland impacts including loss in quantity, quality, or biological diversity of a wetland caused by draining or filling of wetlands. The City had a consultant from WSB visit the site to complete an estimated wetland delineation of the property. This included staking the property to identify wetland boundaries and sampling test pits to determine the depth of fill. The City required the applicant to remove all fill from the wetland areas. Linda Loomis and Kirby Templin, Water Resources Engineer from the City, visited the site on August 24, 2023, to confirm that fill had been removed from the wetland and discuss next steps for permitting. The City of Shakopee is not requiring a permit application from the homeowner because the wetland fill was voluntarily removed from the property (Attachment 1).

Recommendations

Based on our review of the project, we recommend conditional approval of an after-the-fact permit contingent on receipt of the following:

- Permit fee of \$50.

The permit will have the following special stipulations:

- Native wetland seed will be planted within the estimated wetland areas that were delineated and identified by the City of Shakopee.

Attachments

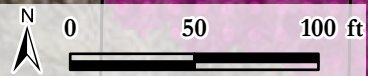
- Figure 1—Dean Lake Wetland Fill Project Location Map
- Attachment 1—City of Shakopee WCA Technical Memorandum



Figure I: Dean Lake Wetland Fill (After-the-fact) Project Location
LMRWD No. 2023-019



Floodplain fill area shown is an estimate and conservatively delineates the maximum extent of fill.



- Legend**
- Project Location
 - Dean Lake 100-yr High Water Level (750.59 ft)
 - Floodplain Fill Area
 - Steep Slope Overlay District
 - Public Waterbodies

LMRWD Watershed Location Map

Hennepin
Carver
Scott
Dakota

Young Environmental Consulting Group, LLC

C:\Users\ChrisRoss\OneDrive - Young Environmental\Projects\LMRWD\Project Reviews\02 In Process\2023-019 Deans Lake Wetland Fill\04 GIS



Memorandum

To: Kirby Templin, City of Shakopee

From: Alison Harwood, WSB

Date: September 6, 2023

Re: 5250 Eagle Creek Blvd Wetland Violation
WSB Project No. 21118-000
LGU No. 2023-4

Summarized below is information relating to the Wetland Conservation Act (WCA) violation that occurred at 5250 Eagle Creek Blvd in Shakopee. On July 14, 2023, the City of Shakopee as Local Government Unit for the WCA was contacted regarding potential work without a permit at the referenced property. The site was investigated by city staff and a Stop Work Order was issued. During the site visit, potential fill within wetlands adjacent to Deans Lake was noted.

On July 18, city staff and WCA LGU technical advisor from WSB visited the site to review the potential WCA violation with the property owners. Fill within wetlands adjacent to Deans Lake was confirmed (see attached photos). During the meeting, WSB staff estimated the pre-disturbance wetland boundary based on topographic evidence and remnant hydrophytic vegetation (e.g., cattails). Discussion with the property owner resulted in an agreement to remove the fill material from within the estimated wetland boundary.

On August 24, city staff, WSB staff, and a representative from the Lower Minnesota River Watershed District re-visited the site to review the efforts to remove fill from the wetland. The review confirmed that fill had been adequately removed from the wetland area (see attached photos). The property owner was also advised to place silt fence at the downgradient side of the disturbed area.

The property owner requested permission to construct a small retaining wall above the wetland boundary, to which the group agreed.

This memo documents the voluntary compliance with the Wetland Conservation Act, and no further action is required.

If you have any questions related to the information in this memo, please contact me at aharwood@wsbeng.com or 612.360.1320.



Photo 1: wetland fill area at 5250 Eagle Creek Blvd, Shakopee



Photo 2: wetland fill area at 5250 Eagle Creek Blvd, Shakopee



Photo 3: grading and wetland fill area at 5250 Eagle Creek Blvd, Shakopee



Photo 4: grading and wetland fill area at 5250 Eagle Creek Blvd, Shakopee



Photo 5: fill removal at 5250 Eagle Creek Blvd, Shakopee



Photo 6: fill removal at 5250 Eagle Creek Blvd, Shakopee