



Please note the meeting will be held in person at the Carver County Government Center on the Wednesday, March 15, 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, March 15, 2023

Carver County Government Center

602 East Fourth Street, Chaska, MN 55318

Agenda Item	Discussion
1. Call to order	A. Oath of Office Lauren Salvato, term of office expires, 2/28/2026 (reappointment) Jesse Hartmann, term of office expires, 2/28/2026 (reappointment) B. Roll Call
2. Approval of agenda	
3. Citizen Forum	<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>
4. Consent Agenda	<i>All items listed under the consent agenda are considered to be 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> A. Approve Minutes February 15, 2023 Regular Meeting B. Receive and file February 2023 Financial reports C. Approval of Invoices for payment <ol style="list-style-type: none"> <li>i. Clifton Larson Allen (CLA) – Financial services through February 2023</li> <li>ii. Inter-Fluve, Inc. – Area #3 services through January 31, 2023</li> <li>iii. Rinke Noonan, Attorneys at Law – January 2023 legal services</li> <li>iv. HDR Engineering, Inc. – Website services Jan 29 through Feb 25, 2023</li> <li>v. TimeSaver Off Site Secretarial, Inc. - Preparation of January 18, 2023 meeting minutes</li> <li>vi. US Bank Equipment Finance – payment on copier lease</li> <li>vii. Young Environmental Consulting Group, LLC – February 2023 technical, and Education &amp; Outreach services</li> <li>viii. Naiad Consulting, LLC –February 2023 administrative services, mileage &amp; expenses</li> </ol>

	ix. 4M Fund – January 2023 Bank Service Fee D. Report on Citizen Advisory Committee meeting minutes
5. New Business/ Presentations	A. Friends of the Minnesota Valley community outreach proposal B. 2027 World EXPO – “Healthy People, Healthy Planet – Wellness and Well Being for All” C. Minnesota River Watershed Basin Partnerships
6. Old Business	A. 2021 Financial Audit B. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail - no new information to report since the last update C. City of Carver Levee – no new information to report since last update D. Dredge Management E. Watershed Management Plan – no new information since last update F. 2023 Legislative Action G. Education & Outreach – no new information since last update H. LMRWD Projects <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i> <ul style="list-style-type: none"> <li>i. Area #3</li> </ul> I. Permits & Project Reviews <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i> <ul style="list-style-type: none"> <li>i. Permit Renewals</li> <li>ii. Burnsville Sanitary Landfill (LMRWD No. 2022-040)</li> <li>iii. Permit Program Summary</li> <li>iv. 535 Lakota Lane, Chanhassen – work without a permit</li> </ul>
7. Communications	A. Administrator Report B. President C. Managers D. Committees E. Legal Counsel F. Engineer
8. Adjourn	Next meeting of the LMRWD Board of Managers is 7:00 pm Wednesday, April 20, 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.*

- UMWA monthly meeting – Thursday, March 16, 2023, 12:00 noon Lilydale Pool & Yacht Club
- Lower MN River East 1W1P Advisory Committee Meeting & Steering Committee – Wednesday, March 15, 2023, 10:00 am and 1:00 pm respectively – Scott SWCD, Jordan, MN
- Lower MN River East 1W1P Policy Committee meeting – March 16, 2023, 3:00pm to 5:00 pm, in-person at 181 W Minnesota Street, Le Center, MN and virtual. Contact Administrator for information to participate virtually
- LMRWD Citizen Advisory Committee meeting – Tuesday, April 4, 2023, 9:00 am

### For Information Only

- **WCA Notices**

- City of Eden Prairie – Peterson Wetland Bank – Notice of Decision Extension and Notice of Decision received February 8, 2023
  
- **DNR Public Waters Work permits**
  - Carver County – City of Chaska – Chaska Tech Center; request for comments for an infiltration basin/pond to outlet to a public water. (LMRWD has received an application for this project)
  
- **DNR Water Appropriation permits**
  - None



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes of Regular Meeting  
Board of Managers  
Wednesday, February 15, 2023  
Carver County Government Center, 602 East  
4th Street, Chaska, MN 7:00 p.m.

## 1. CALL TO ORDER AND ROLL CALL

On Wednesday, February 15, 2023, at 7:00 PM CST, in the Board Room of the Carver County Government Center, 602 East 4th Street, Chaska, Minnesota, President Hartmann called to order the meeting of the Board of Managers of the Lower Minnesota River Watershed District (LMRWD).

The first item on the agenda was the Oath of Office for Joseph Barisonzi. Manager Barisonzi was appointed to the LMRWD Board of Manager by the Hennepin County Board of Commissioners on February 7, 2023. Manager Barisonzi read the Oath of Office and executed the Oath of Office and the Manager's Bond, which were signed by Board Secretary, Lauren Salvato.

President Hartmann asked for the roll call to be taken. The following Managers were present: President Jesse Hartmann, Manager Joseph Barisonzi, and Manager Lauren Salvato. Manager Laura Amundson joined virtually. Manager Kuplic was not able to join from a location accessible to the public as required under Minnesota Open Meeting Laws, so she observed the meeting virtually, but was not part of the quorum. In addition, the following attended the meeting in-person: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator; and Della Schall Young, Young Environmental Consulting Group, LLC, LMRWD Technical Consultant. John Kolb, Rinke Noonan, LMRWD legal counsel; Hannah LeClaire, Young Environmental Consulting Group, LLC, LMRWD Technical Consultant; Lisa Frenette, Frenette Legislative Advisors, LMRWD legislative liaison; Ben Burnett, Prior Lake Spring Lake Manager, and Brynne Spangler, student from Rosemount High School, joined the meeting virtually.

## 2. APPROVAL OF THE AGENDA

Administrator Loomis asked to add delete Item 4. C. viii. – TimeSaver Off Site Secretarial, Inc. - Preparation of January 18, 2023, meeting and to add Item 4. C. ix. – Metro Sales, Inc. – for copier maintenance agreement payment.

**President Hartmann made a motion to approve the agenda with the deletion of Item 4. C. viii. – TimeSaver Off Site Secretarial, Inc. - Preparation of January 18, 2023, meeting and to add Item 4. C. xiv. – Metro Sales, Inc. – for copier maintenance agreement payment. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, and Salvato; the following voted against: None.**

## 3. CITIZEN FORUM

Administrator Loomis said she had not received communication from anyone that wished to address the Board and no one was present at the meeting.



**4. CONSENT AGENDA**

President Hartmann introduced the item.

**A. Approve Minutes January 18, 2023, Regular Meeting**

**B. Receive and file January 2023 Financial report**

**C. Approval of Invoices for payment**

- i. **Clifton Larson Allen (CLA) - Financial services through January 31, 2023**
- ii. **Daniel Hron –January, February & March 2023 office rent**
- iii. **Rinke Noonan, Attorneys at Law – December 2022 legal services**
- iv. **Scott County SWCD – Q4 2022 monitoring, TACS & Education services**
- v. **Carver WMO – 2022 monitoring, TACS & Education services**
- vi. **Frenette Legislative Advisors – January/February 2023 Legislative Services**
- vii. **HDR Engineering, Inc. – Web services through Jan 28**
- ~~viii. **TimeSaver Off Site Secretarial, Inc. – Preparation of January 18, 2023 meeting minutes**~~
- ix. **Metro Sales – payment on copier maintenance agreement**
- x. **US Bank Equipment Finance – payment on copier lease**
- xi. **Young Environmental Consulting Group, LLC – January 2023 technical, and Education & Outreach services**
- xii. **Naiad Consulting, LLC – January 2023 administrative services, mileage & expenses**
- xiii. **4M Fund – December 2022 bank service charges**

**D. Receive and file December 2022 Citizen Advisory Committee meeting minutes**

President Hartmann made a motion to approve the Consent Agenda as amended under the approval of the agenda. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, and Salvato; the following voted against: None. Manager Barisonzi abstained.

**5. NEW BUSINESS/PRESENTATIONS**

**A. No new business**

**6. OLD BUSINESS**

**A. 2021 Financial Audit**

Administrator Loomis provided an update on the 2021 Audit Report to the Board.

**B. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail**

No new information to report since last update.

**C. City of Carver Levee**

No new information to report since last update.

**D. Dredge Management**

**i. Vernon Avenue Dredge Material Management site**

Administrator Loomis introduced this item and gave an update. She reminded the Board that firms within the Engineering Pool had been given RFIs (Requests for Information) and that proposals were to be submitted to the LMRWD by February 10<sup>th</sup>. She shared that they received 3 proposals from their engineering pool. Requests were provided to four of the firms.

Ms. Young stated that Young Environmental Consulting Group was reviewing the proposals received. She explained that the proposals and assumptions vary greatly. She stated that they are coming up with questions to ask each firm that will help level the playing field. She hoped to have a recommendation prepared by the March 2023 meeting.

Mr. Kolb stated that it may be better to create a standard set of assumptions and ask the firms to resubmit proposals.

Ms. Young stated that the internal team will be meeting tomorrow to discuss this. She added that it may be difficult to just lay out the assumptions as the assumptions currently vary greatly based on the experiences of the consultants to recognize what needs to happen.

Ms. Amundson shared that there may be some basics in terms of what they want done with the overall roadway geometry as well as the base materials that could be shared with the firms.

Ms. Young stated that these have been highlighted and there needs to be discussions with the city on these matters. She shared that the differences between the proposals involve other permits and approvals that will be needed.

**ii. Private Dredge Material Placement**

No new information to report since last update.

**E. Watershed Management Plan**

No new information to report since last update.

**F. 2022 Legislative Action**

Administrator Loomis introduced this item. She explained that there was a bill submitted last year to the legislature requesting \$4.6 million and there was some misunderstanding that if money was received from the State that there would need to be a 50% match by the LMRWD. She noted that Ms. Young updated the estimate and determined that the estimated cost of the project now stands at \$5.5 million. Administrator Loomis stated that the LMRWD need to determine how to pay for the required match. Lisa Frenette, Frenette Legislative Advisors, legislative liaison for the LMRWD, said that money already spent by the LMRWD does not count toward the match.

Administrator Loomis added that she has contacted the city of Eden Prairie to see how much they are interested in contributing. She stated that the LMRWD already has \$150,000 reserved for this project. She added that they did not budget any funds for this project this year. She noted that there are funds in the Watershed Restoration fund that could be used to this project. She also noted that funds could be moved from other projects to provide for the match. She stated that this can be put in the budget for next year and funds could be moved around the account for it.

Mr. Kolb stated that this money could be borrowed and then could be levied to pay off the debt service on this.

Manager Salvato asked if this is a lost opportunity if not done now. Ms. Frenette explained that this would give pause to the MNB to pause future funding. She added that they normally do not move forward with bonds until August which would give time for the LMRWD time to collect funds.

Administrator Loomis stated that she will get numbers together by the next meeting for further discussion.

Ms. Young shared that once we realized that the LMRWD would need to match state funds, the engineers began looking at a phased approach and they should have more information on this next month. She explained more of the project and answered questions from the Board.

**G. Education and Outreach Plan**

Administrator Loomis introduced this item and shared that there are two people who have applied to be on the Citizen Advisory Committee.

**Manager Salvato made a motion to adopt Resolution 23-04 Citizen Advisory Committee Appointments. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, and Salvato; the following voted against: None.**

Administrator Loomis introduced this item concerning educational signage around the district.

**President Hartmann made a motion to procure illustrations and rights to use illustration in other publications and media and to proceed with fabrication and installation of signage for Courthouse Lake. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, and Salvato; the following voted against: None.**

**H. LMRWD Projects**

*(Only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)*

i. There were no items under this heading in February.

**I. Project/Plan Reviews**

*(Only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)*

**i. Permit Renewals**

Administrator Loomis introduced this item concerning permit extensions and stated that Ms. LeClaire could answer any other questions.

**Manager Salvato made a motion to extend all permits listed in Table 1 of Technical Memorandum – February 2023 Permit Renewal Requests dated February 8, 2023.**

**President Hartmann seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, and Salvato; the following voted against: None.**

**ii. 3rd Street West Bridge Replacement (LMRWD No. 2022-042)**

Administrator Loomis introduced this item and shared the recommendation for a conditional approval.

**President Hartmann made a motion to conditionally approve subject to receipt of the final construction plans, signed by a professional engineer; name and contact information for all contractors undertaking land-disturbing activities as part of the proposed project; and name and contact information for the person(s) responsible for erosion control inspections and maintenance of erosion control measures. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, and Salvato; the following voted against: None.**

**iii. Interstate 35W Resurface and Auxiliary Lane Project (LMRWD No.2022-041)**

Administrator Loomis introduced this item and shared the recommendation of a conditional approval subject to receipt of a copy of the NPDES Construction Stormwater Permit, and additional documentation.

Ms. Young answered questions concerning the chloride management and how this is done. She stated that the State will tell them the maximum amount that can go to a water body and the LMRWD does not have a specific chloride management plan for projects. She also addressed questions concerning runoff speed and rate control requirements.

Manager Salvato expressed her concern with chlorides and said more of the issue concerns private applicators and residents doing damage.

Mr. Kolb asked Ms. Salvato if there are development standards that she is aware of that could be rolled into a permit standard concerning this. Manager Salvato stated that this (Chloride management) will be discussed at her work in depth soon. Mr. Kolb stated that this if the Board would want to incorporate rules regarding chloride management that the LMRWD would have to establish need and reasonableness and that the LMRWD should monitor other rules and regulations happening elsewhere until a standard can be adopted.

Ms. Young shared that there is a lot of work being done across the State especially in the Metro-area concerning chloride management. She noted that other watershed districts have begun to address this issue.

Manager Salvato stated that she would be interested in hearing the practices and rules of other districts for consideration. The Board discussed stormwater capture and direction from bridges.

**President Hartmann made a motion to conditionally approve a permit for Interstate 35W Resurface and Auxiliary Lane Project (LMRWD No.2022-041) subject to receipt of a copy of the NPDES Construction Stormwater Permit; name and contact information for the contractor; name and contact information for the person(s) responsible for erosion control inspections and maintenance of erosion control measures; and Documentation that the Applicant has received full approval for the project from the Nine Mile Creek Watershed District. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, and Salvato; the following voted against: None.**

**iv. Permit Program Summary**

Administrator Loomis introduced and provided background on this item.

**v. 535 Lakota Lane, Chanhassen – work without a permit**

Administrator Loomis introduced this item and provided updates on meeting with the property owner.

**6. COMMUNICATIONS**

A. **Administrator Report:** Administrator Loomis reviewed her report and added that there was a communication from a concerned citizen about the developments that the city of Bloomington has allowed at the headwaters of Ike's Creek. The resident submitted pictures from the site with snow piled up from the parking lot that is likely full of salt. She stated that they will be meeting at the site to address this. She added that there were One Watershed, One Plan meetings today and that she will continue to provide the Board with minutes and notes from those meetings.

B. **President:** No report

LOWER MINNESOTA RIVER WATERSHED DISTRICT  
BOARD OF MANAGERS  
WEDNESDAY, February 15, 2023  
MEETING MINUTES

- C. **Managers:** No report
- D. **Committees:** No report
- E. **Legal Counsel:** No report
- F. **Engineer:** No report

**7. ADJOURN**

**At 8:00 PM, President Hartmann made a motion to adjourn the meeting. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, and Salvato; the following voted against: None.**

**The next meeting of the LMRWD Board of Managers meeting will be 7:00, Wednesday, March 15, 2023, and will be held at the Carver County Government Center, 602 East 4th Street, Chaska, MN. Electronic access will also be available.**

Attest:

\_\_\_\_\_  
Lauren Salvato, Secretary

\_\_\_\_\_  
Linda Loomis, Administrator

**Item 4.B.**  
**LMRWD 3-15-2023**

<b>BEGINNING BALANCE</b>	<b>31-Jan-23</b>		<b>\$ 1,300,367.44</b>
<b>ADD:</b>			
<b>General Fund Revenue:</b>			
February Dividend		\$ 4,373.11	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
<b>Total Revenue and Transfers In</b>			<b>\$ 4,373.11</b>
<b>DEDUCT:</b>			
<b>Debits/Reductions</b>			
CAC education expense	Registration fees for pollinator BMP conference	\$ 50.00	
Metro Sales, Inc.		\$ 89.60	
Young Environmental Consulting	January 2023 invoices for technical services	\$ 51,733.14	
Carver County WMO	2022 monitoring, TACS, & E & O services	\$ 24,928.94	
CLA (Clifton Larson Allen)	January 2023 financial services	\$ 2,965.75	
Daniel Hron	January, February & March 2023 office rent	\$ 1,950.00	
Frenette Legislative Advisors	January & February 2023 legislative Services	\$ 3,333.34	
Managers	2nd half 2022 per diem, mileage & expenses	\$ 1,791.25	
HDR Engineering, Inc.	December expenses for Area #3	\$ 1,366.24	
Rinke Noonan	December 2022 legal expenses	\$ 146.00	
Scott County SWCD	Q4 2022 monitoring, TACS & E & O Services	\$ 7,018.50	
Naiad Consultitng, LLC	Jan 2023 Administrative services & expenses	\$ 11,641.04	
US Bank Equipment Finance	February 2023 copier lease payment	\$ 168.10	
4M Fund	Bank Service Charges	\$ 40.00	
<b>Total Debits/Reductions</b>			<b>\$ 107,221.90</b>
<b>ENDING BALANCE</b>	<b>28-Feb-23</b>		<b>\$ 1,197,518.65</b>

	2023 Budget	January Actuals	YTD 2023	Over (Under) Budget
<b>Administrative expenses</b>	\$ 250,000.00	\$ 27,123.33	\$ 27,291.43	\$ (222,708.57)
<b>Cooperative Projects</b>				
Eden Prairie Bank Stabilization Area #3	\$ -	\$ 17,128.90	\$ 17,128.90	\$ 17,128.90
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site A	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site C-2	\$ 20,000.00	\$ -	\$ -	\$ (20,000.00)
<b>509 Plan Budget</b>				
<i>Resource Plan Implementation</i>				
Watershed Resource Restoration Fund	\$ 100,000.00	\$ -	\$ -	\$ (100,000.00)
Gully Inventory	\$ 90,500.00	\$ -	\$ -	\$ (90,500.00)
MN River Corridor Management Project	\$ -	\$ -	\$ -	\$ -
Gun Club Fen Intrusion investigation	\$ -	\$ -	\$ -	\$ -
Assumption Creek Hydrology Restoration	\$ -	\$ -	\$ -	\$ -
Carver Creek Restoration	\$ -	\$ -	\$ -	\$ -
Groundwater Screening Tool Model	\$ -	\$ -	\$ -	\$ -
MN River Floodplain Model Feasibility Study	\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)
	\$ -	\$ -	\$ -	\$ -
Downtown Shakopee Stormwater BMPs	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
PLOC Realignment/Wetland Restoration	\$ -	\$ -	\$ -	\$ -
Spring Creek Project	\$ 90,000.00	\$ -	\$ -	\$ (90,000.00)
West Chaska Creek	\$ -	\$ -	\$ -	\$ -
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ -	\$ -	\$ -	\$ -
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 75,000.00	\$ 2,023.75	\$ 2,023.75	\$ (72,976.25)
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 5,000.00	\$ -	\$ -	\$ (5,000.00)
Project Reviews	\$ 50,000.00	\$ 13,432.06	\$ 13,432.06	\$ (36,567.94)
<i>Monitoring</i>	\$ 75,000.00	\$ 27,359.44	\$ 27,359.44	\$ (47,640.56)
<i>Watershed Management Plan</i>	\$ -	\$ 894.00	\$ 894.00	\$ 894.00
<i>Public Education/CAC/Outreach Program</i>	\$ 85,000.00	\$ 16,521.97	\$ 16,521.97	\$ (68,478.03)
<i>Cost Share Program</i>	\$ 20,000.00	\$ 304.00	\$ 304.00	\$ (19,696.00)
<b>Nine Foot Channel</b>				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ 2,434.45	\$ -	\$ (240,000.00)
<b>Total:</b>	<b>\$ 1,225,500.00</b>	<b>\$ 107,221.90</b>	<b>\$ 104,955.55</b>	<b>\$ (1,120,544.45)</b>



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, March 15, 2023

### Agenda Item

#### Item 4. D. – Report on Citizen Advisory Committee

#### Prepared By

Linda Loomis, Administrator

#### Summary

This update is to inform the Board of activities of the Citizen Advisory Committee (CAC). Since the CAC has not had a quorum present at its meetings since December, the Board has not seen minutes from the meetings.

The LMRWD Citizen Advisory Committee (CAC) met on Tuesday December March 7, 2023. A quorum was present for a portion of the meeting, but not before the presentation or at the end of the presentation, so no business was conducted. The CAC is exploring alternate meeting times. Until a new day and time have been decided, the CAC will continue to meet on the first Tuesday of the month at 9:00 am.

At the January meeting the CAC heard a presentation from Dakota County Master Gardener, Sally McNamara about the benefits of native plants. At the February CAC meeting Ms. McNamara made a presentation on no-mow lawns and bee lawns. Tyler Winter, Director of Native Fish for Tomorrow, spoke to the CAC at the March meeting about fishing in the Minnesota River and the species that can be found. Other items on the CAC agenda for the March meeting were not addressed due to the lack of a quorum before and after the presentation. There was discussion about [current legislation](#) about the term “rough fish” and its definition and overall management of native and invasive fish species

The CAC will be tabling at the Eden Prairie “Everything Spring” Expo Saturday, March 11<sup>th</sup>. The LMRWD also signed up for space at the Eden Prairie Arbor Day Walk and Green Fair, April 29<sup>th</sup>. The CAC is planning a visit to either the Blue Lake or Seneca Wastewater Treatment Plant at its May 2, 2023 meeting. Managers are invited to join the CAC to tour the WWTP.

#### Attachments

Draft CAC meeting minutes, December 6, 2022

Notes from January 2, 2023, CAC meeting (quorum was not present)

Notes from February 7, 2023. CAC meeting (quorum was not present)

#### Recommended Action

No action recommended





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes  
Citizen Advisory Committee (CAC)  
Tuesday, December 6, 2022  
Virtual via WebEx

## 1. Call to Order

The meeting was called to order by Chair Craig Diederichs. The following members were present: Judy Berglund, Greg Genz, Jenny Karkowski, and Theresa Kuplic. The following individuals also attended the meeting: Linda Loomis, Naiad Consulting LLC and Lower Minnesota River Watershed District (LMRWD) administrator; and Jen Dullum, Young Environmental Consulting Group LLC education outreach coordinator.

## 2. Consent Agenda

- a. Approval of the December agenda
- b. Approval of the November minutes

Berglund moved to approve the consent agenda, and Kuplic seconded the motion. Upon taking a roll-call vote, the following individuals voted in favor of the motion: Berglund, Kuplic, and Diederichs (Genz and Karkowski joined the meeting after the vote). The following individuals voted against: none.

## 3. Citizen Input on Non-Agenda Items

There was no input.

## 4. New Business

- a. 2023 meeting dates

Berglund noted that the August date was incorrect. It will be changed from August 4, 2023, to August 1, 2023. The CAC members agreed to the proposed monthly meeting schedule with the change noted above, noting that there is no meeting scheduled for July.

- b. Meeting speaker/field trip ideas

The CAC agreed about the speakers and field trips for 2023. Loomis and Dullum will coordinate with speakers and other partners for field trips. Field trips will take place during warm weather months.

Topics/Speakers

- Cultural importance of the Minnesota River to Indigenous people
- Per- and polyfluoroalkyl substances and human health
- Turf specialist—University of Minnesota
- Native vegetation and how to incorporate it into your yard—Master Gardener
- Speaker on eliminating the term “rough” fish
- Area #3 in Eden Prairie

#### Field Trips

- Xcel Black Dog plant
- Blue Lake Wastewater Treatment Plant
- Landfills: Burnsville or Freeway
- Native plant tour
- Minnesota River boat trip
- City of Shakopee riverbank stabilization project tour

During this discussion, Kuplic asked whether the LMRWD promoted legislation efforts. Loomis responded that the LMRWD does and detailed two items that will be lobbied for this legislative session. The first will be to continue funding the management of dredged material. This item goes before the legislature every two years for refunding. The second is a \$4 million request to stabilize Area #3 in Eden Prairie. The LMRWD also supports legislative efforts by others, including Stop Over Salting, agricultural drainage in the Minnesota River basin, and appropriation requests such as the City of Carver levee and the City of Shakopee riverbank stabilization. Loomis will inform the LMRWD lobbyist that the CAC would like to know when these and other relevant issues are being heard so that they can become more involved in supporting those issues.

#### c. 2023 events

Dullum shared the tabling criteria that the CAC developed in 2022. The group then reviewed the list of potential events for 2023. Loomis suggested participation in four or five events in 2023, with possible expansion in the following years. County fairs were met with mixed reactions regarding their outreach potential.

Diederichs hopes that when out at community events, other watershed districts and watershed management organizations will be partners to learn from one another and share resources.

It was decided that the CAC would like to investigate participation in the City of Burnsville Native Plant Market and the City of Eden Prairie Arbor Day Walk and Green Fair. The group would also like to attend a farmers’ market in the communities of Bloomington, Burnsville, Eagan, and Chaska, one time each.

When looking at the event list, it was determined to move Scott County Outdoor Education Day to a volunteer list and include other opportunities, such as the Metro Children’s Water Festival and county fairs. At these events, the LMRWD may not be promoting itself but assisting partners in their outreach and education.

d. Local CAC review

At the October CAC meeting, the CAC requested information about surrounding CAC groups. Dullum shared that information. Kuplic suggested that the LMRWD CAC members attend one local CAC meeting and meet with a current CAC member from each group. The purpose of this meeting would be to touch base and find out more about the CAC they represent and what they feel their impact is. Dullum will reach out to local CAC staff liaisons for meeting and contact information to pass along to the group. It is anticipated that the LMRWD CAC members will meet with other CAC members in January and report back at the February CAC meeting. Diederichs will meet with a member from Rice Creek Watershed District, Berglund will meet with a member from Nine Mile Creek Watershed District, and Kuplic will meet with a member from Riley Purgatory Bluff Creek Watershed District.

e. Potential educational video content

At the November CAC meeting, it was suggested that the group brainstorm ideas for residential educational video content. Loomis suggested a video on steep slope best management practices. Kuplic noted that residents need to know that they cannot throw things over the edge of their steep slopes and bluffs. Genz will reach out to his video contacts to get a quote for Loomis to take to the LMRWD Board of Managers. Genz mentioned that the video group is great at putting scripts and content together, but the LMRWD should provide the images instead of including image collection in a potential contract.

During this discussion, the group also talked about development in the Minnesota River floodplain. The city of Burnsville has been recently upset over the LMRWD zero percent rise requirement for development in the flood fringe. Currently, the Minnesota Department of Natural Resources and the Federal Emergency Management Agency (FEMA) allow for development in the flood fringe. The LMRWD feels that because the model used in developing the DNR and FEMA allowances was created in 2004, the limits for water elevation rise have been spent. Therefore, the LMRWD adopted a zero-rise requirement.

f. Resident webpage review

Dullum shared the recently updated [I am a Resident](#) webpage on the LMRWD website. Loomis suggested sharing videos produced by the Hennepin County chloride initiative that encourage contractors and property managers to get Smart Salt certified.

5. Old Business

a. Review 2022 social media analytics

Dullum presented the 2022 overview of social media analytics (attached). These will be shared with the LMRWD Board of Managers at their December meeting. CAC members reminded Dullum to suggest that recipients of the educator mini-grants follow the LMRWD on social media and develop student-learning posters after completing projects that receive LMRWD grant funding.

6. Communications

Dullum shared an edited trifold display that was transformed into four small tabletop posters on the LMRWD cost-share programs, rain barrels, native plants and rain gardens, and winter salt use.

Dullum also presented a smart salting flyer and brochure produced by the City of Rochester. These, and other materials, were shared with permission to brand as LMRWD. The program used to create these handouts is not one that the LMRWD pays for, so images have a watermark. Dullum will work with other partners on finding substitute images and finishing edits to these handouts for possible LMRWD distribution and posting. Additional items, including window cling, sticker, and cup designs, may be revised at a later date.

Loomis mentioned that Kuplic was appointed to the LMRWD Board of Managers at the November meeting. Loomis is unsure how CAC voting will work now that Kuplic is a board manager. Kuplic is still planning to attend CAC meetings.

Loomis also noted that Hennepin County is accepting applications for a board manager until December 31, 2022. Manager Raby has moved out of the LMRWD but will be acting manager until the position is filled or his term ends at the end of February 2024.

#### 7. Adjournment

Berglund moved to adjourn the meeting, and Kuplic seconded the motion. The meeting was adjourned.



## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### Notes

Citizen Advisory Committee (CAC)

Tuesday, January 3, 2023

Virtual via WebEx

The following members were present: Judy Berglund and Craig Diederich. The following individuals also attended the meeting: Theresa Kuplic, LMRWD Board Member; Linda Loomis, Naiad Consulting LLC and Lower Minnesota River Watershed District (LMRWD) administrator; Jen Dullum, Young Environmental Consulting Group LLC education outreach coordinator; and Sally McNamara, Dakota County Master Gardener.

\*There was not a quorum for this meeting. Notes are unofficial.

Sally McNamara, a Dakota County Master Gardener, gave a presentation on native plants (attached). She explained the benefits of native plants, showed example gardens, gave plant suggestions, and shared resources with the group. Below is a summary of the question-and-answer session that followed her presentation.

- An easy-to-understand description about the benefits of native plants: *Plant a Pocket Prairie* by Phyllis Root.
- [Minnesota Wildflowers](#) is a great site to determine the best plant for your site.
- [Dakota County Soil and Water Conservation District Landscaping for Clean Water](#) can help residents plan a garden site. This is open to residents within the LMRWD.
- If you do not want deer or other animals to eat your plants, you can spray them with deterrent (Judy mixes three eggs in a gallon of water). You will need to apply this solution after every rain event. You can also plant things that deer typically do not like to eat.
- Every native plant makes a difference.

Sally will be back in February to talk to the group about turf alternatives. She will address how to get a low-maintenance/no-mow lawn started, planting techniques, and “No Mow May.”

The group also talked about Citizen Advisory Committee (CAC) recruitment. To accommodate full-time working persons and students, the group believes an evening meeting may increase participation in the CAC, the time of which should be late enough to not interfere with dinner for families with younger children. It was proposed to start meetings at 6:30 p.m. on the first

Tuesday of each month. This will be proposed to the members not in attendance and brought back for discussion/vote at the February meeting. Times and date are open to discussion.

The 2021 LMRWD annual report is available for your review:  
<https://lowermnriverwd.org/resources/annual-reports>.

There is an education opportunity at the [Annual Best Practices for Pollinator Summit](#). Those who may be interested in attending this virtual conference (March 7–9, 2023) can register themselves, and the LMRWD will reimburse. Please let Linda know of your interest, and save your receipt if you attend.

Hennepin County is hosting a Plastic-Free Challenge for interested residents. Sign up here: <https://hennepinplasticfree.ecochallenge.org/>.



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Notes

Citizen Advisory Committee (CAC)

Tuesday, February 7, 2023

Virtual via WebEx

The following members were present: Judy Berglund and Craig Diederich. The following individuals also attended the meeting: Theresa Kuplic, LMRWD board member; Linda Loomis, Naiad Consulting LLC and Lower Minnesota River Watershed District (LMRWD) administrator; Jen Dullum, Young Environmental Consulting Group LLC education outreach coordinator; and Sally McNamara, Dakota County master gardener.

\*There was not a quorum for this meeting, and the notes are unofficial.

Sally McNamara, a Dakota County master gardener, gave a presentation on no-mow and bee lawns (attached). She presented references, shared definitions and examples of no-mow and bee lawns, provided grass and flower suggestions, and detailed establishment and maintenance requirements with the group. McNamara also addressed concerns about and provided alternatives to “No-Mow May.” Below is a brief summary of the discussion that followed her presentation:

- There were questions about mosquito and wood and deer tick issues arising from the long no-mow fescue grasses. McNamara did not think mosquitos would be an issue because they need standing water, which the fescue grass should not provide. The taller grass could provide a place for ticks if abutting a wooded area, but McNamara was unsure whether this was a major concern.
- The group considered the durability of fine and tall fescue grass, and from anecdotal information, both seem to hold up well under foot traffic and regular use.
- There was also a discussion about which plants are best for hillside slope stabilization.

Dullum mentioned that two CAC candidates are being brought to the Board of Managers at the February board meeting for approval. The group decided that a poll would be sent out to the CAC members after the February board meeting to determine a time for the CAC meetings, starting in April. The CAC will continue to meet on the first Tuesday of the month.

The group decided to wait to review what they learned about other local CACs until the March meeting, when additional and new members were in attendance.

The group reviewed tabling events they plan to attend this spring. They include the following:

- Eden Prairie Everything Spring Expo on Saturday, March 11, from 9:00 a.m. to 3:00 p.m. Judy would be available for a 9:00 a.m. to noon shift or noon to 3:00 p.m. shift. Theresa is checking her schedule. Others are welcome to attend. We will share space with Nine Mile Creek and Riley Purgatory Bluff Creek watershed districts.
- Burnsville Native Plant Market on Saturday, May 20, from 9:00 a.m. to noon, with setup starting at 8:30 a.m. Judy and Theresa are available to participate, and Craig is checking his schedule. If there is inclement weather, we will not attend due to a lack of indoor space. The group will use a display from [Vermillion River Watershed](#).
- Staff is also working on farmers market sign-ups and has contacted Chaska and Eagan. We will sign up for one afternoon each at the Chaska (Judy) and Eagan (Theresa) farmers markets. Dullum is still waiting to hear from Burnsville and Bloomington.
- Eden Prairie Arbor Day and Green Fair is on April 29 from 9:00 a.m. to noon. Stay tuned for more information.

Loomis and Dullum met with a videographer last week to discuss education video options. There are discussions about a video on steep slopes and the best management practices for those slopes. If the CAC has ideas for short videos, please send them to Loomis and Dullum.

Below is a list of potential ideas:

- Using winter sidewalk salt
- Cleaning a storm drain
- Sweeping grass clippings out of the street
- Installing a rain barrel
- Not irrigating the road and sidewalk
- Redirecting a downspout

Dullum mentioned that the Educator Mini-Grant application period ended last Friday, and no applications were received. Over 600 direct emails were sent to teachers and administrators in schools in LMRWD partner cities. Dullum noted that the program is only four months old and may take time to establish. She spoke directly with several teachers who mentioned receiving the email. Thoughts to increase participation include having one open-ended deadline in the fall until funds are exhausted, pushing deadlines out further, creating posters for teachers' lounges, and posting grant information in city newsletters. Loomis commented about open-ended deadlines is that it is difficult to rate applications if you have nothing to compare them to and if they are not judged competitively.

Loomis introduced the new Low Salt No Salt Minnesota campaign and [website](#). The LMRWD participated in creating the materials on this website and can use them to support lower winter salt use. Loomis and Kuplic attended the train-the-trainer event last week. Reach out to them with any questions.





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 15, 2023

### Agenda Item

#### 5. A. – Friends of the Minnesota Valley community outreach proposal

#### Prepared By

Linda Loomis, Administrator

#### Summary

Mr. Ted Suss, Executive Director of Friends of the Minnesota Valley, has approached the LMRWD about financing a program like one that was conducted in 2017.

In 2017, Friends of the Minnesota Valley, hired an intern who attended County Fairs in the Minnesota Basin to talk to people about water management. The intern was hired and supervised by Friends and the LMRWD provided funding and literature to be distributed. The handout was one provided by Freshwater [\*“Fields to Streams: Managing Water in Rural Landscapes. Part One, Water Shaping the Landscape”\*](#).

Mr. Suss asked the LMRWD to replicate the project in 2020. The Board agreed, however the health emergency created by COVID 19 cancelled all County Fairs for 2020. Mr. Suss now proposes to that the LMRWD and Friends of the MN Valley partner this summer. He has provided a proposal for 2023, which is attached.

I was not able to find a final report from the 2017 project. I was able to find the proposal from 2020 for the Board’s information. (Costs may be higher in 2023.) Mr. Suss is planning to attend the March 15<sup>th</sup> meeting.

Funding for this project would come from the LMRWD Public Education/CAC/Outreach program. This was not included in the 2023 budget, but the Board could designate that funds from the Watershed Restoration Resource Fund be allocated to this project.

#### Attachments

Request for funding of 2023 Community Outreach  
Notes from 2020 Public Education Partnership Proposal

#### Recommended Action

Provide direction to the Board



## **Friends of the Minnesota Valley**

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

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 youth. Our intent would be to pay each youth 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

Friends of the Minnesota Valley (FMV)  
Lower Minnesota River Watershed District (LMRWD)  
Public Education Partnership

Based on notes from March 13, 2020

Friends of the Minnesota Valley will contract with the LMRWD to provide a public education program during the summer of 2020.

The program will consist primarily of establishing a presence through an information booth/table that is placed and staffed at Community Celebrations, County Fairs, and similar public gatherings in the Minnesota River Basin. Special efforts will be made to place the booth at locations upriver as far as Big Stone Lake. The booth will be co-labeled as Friends of the Minnesota Valley and Lower Minnesota River Watershed District.

The initial planning objective is to have the booth in place each weekend from Memorial Day through Labor Day. Some placements, especially at county fairs, will be three or four day placements, others might only be one day. For planning purposes, it is estimated that the booth will be on display and staffed for approximately 30 days during the summer season.

The main purpose of the booth will be to educate the viewing public on the Minnesota River. Topics will include improving soil health, pollinator habitat and chloride pollution. We plan to reach out to the MN Soil Health Coalition, County SWCDs and the University of MN Forever Green Initiative. All of this; improving soil health, using cover crops and improving water storage can help to improve water quality in the MN River and reduce sediment.

We are gathering information to be handed out and displays that can be distributed.

FMV will pay for all expenses and request reimbursement from the LMRWD at the end of the project, once a final report has been received.

FMV will hire or contract an individual, likely an intern to travel to county fairs throughout the MN River Basin to set up and staff the booth. FMV will attempt to secure volunteers from SWCDs, the MN Soil Health Coalition and the MN River Congress to assist in staffing. Estimated staff cost \$3,500-\$4,500 (based on \$12.50 to \$15.00 per hour).

Mileage will be reimbursed as will lodging when necessary. Estimated travel and lodging costs- \$3000

LMRWD will pay directly for any costs incurred in preparing the booth and handout materials. There may be additional costs to design handouts, but we believe there is plenty of information already developed that can be used.

Estimated costs for booth rental \$1,000-1,500 There will be a staff time expense to make contact and secure spaces at festivals.

Friends of the Minnesota Valley will provide oversight including engaging and supervision of the booth staff, will assist in development of display and handout materials, and will provide ongoing and a final report.

All of the above expenses would be reimbursed based on the actual expense with an estimated cap of \$10,000. This amount may change as planning proceeds and the program expectations become more detailed.

Fairs are already booking space for the summer of 2020.

Booth/Space rental	\$2,000
Staffing of booth	\$4,500
Mileage & Lodging	\$3,000
Display Development and reproduction expense	\$500
<b>TOTAL</b>	<b>\$10,000</b>



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, March 15, 2023

### Agenda Item

**Item 5. B. – 2027 World EXPO – “Healthy People, Healthy Planet – Wellness and Well Being for All”**

### Prepared By

Linda Loomis, Administrator

### Summary

Manager Barisonzi brought this item to the attention of the LMRWD. A group from Minnesota is bidding to bring [a world’s fair to Bloomington, MN](#). More information can be found at a [website by DLR Group](#), the design firm working on the bid.

LMRWD staff approached the City of Bloomington to learn more about the project. LMRWD staff is scheduling a meeting with Bloomington City staff for the week of the March Board meeting. A verbal update will be provided to the Board at the meeting (if the meeting occurs before the Board meeting). An official presentation to the LMRWD Board of Managers is planned for the April 19, 2023, meeting.

The proposed site for the EXPO is near Ike’s Creek and the Minnesota River National Wildlife Refuge. An article from Forbes is attached to give the Managers an idea of how this is being presented outside of Minnesota.

### Attachments

Bloomington, Minnesota Bids to Host 2027 World EXPO, *Forbes*

### Recommended Action

No action recommended

# Bloomington, Minnesota Bids To Host 2027 World EXPO

[Roger Sands](#)

CONTRIBUTOR

Feb 20, 2023, 07:43am EST



Bloomington, Minnesota hopes to host 2027 World EXPO.  
DLR GROUP

The competition among countries to host the 2027 World EXPO has begun, and Bloomington, Minnesota has officially thrown its hat into the ring with the theme, “Healthy People, Healthy Planet – Wellness and Well Being for All.”

The Bureau of International Expositions (BIE) announced recently that Minnesota USA Expo 2027’s bid to host a Specialized Expo is advancing to the next step in the process. This is the first time the BIE Executive Committee has deemed a bid on behalf of the United States viable since 1980.

Imagine hosting 92 Super Bowls on consecutive days. Or imagine hosting an event that will create 33,000 jobs while generating \$733 million in new spending for the U.S. You’ve



just imagined Bloomington, Minnesota hosting the 2027 World EXPO.

Now, imagine being the design team that helps lead the strategic planning process through site design, visionary attractions, security/safety, crowd flow, theme integration, infrastructure development and post-expo transition. Additionally, the design team contributes to promotions, brand development, logo design, public presentations and international exposure.



DLR Group is the design team behind the bid.  
DLR GROUP

**DLR Group**, the design team behind the Bloomington bid, is the project manager guiding many of the facets of the bidding process. Specifically, the DLR Group design team serves as a trusted advisor to the U.S. Department of State and the 2027 Expo Bid Committee by: preparing the Expo Application to the U.S. Department of Commerce; serving as Board Chair of the Bid Committee; creating the Health Well-being Advisory Board for theme development; being a participant in Diplomatic Missions hosted by Governor Tim Walz in promotion of the Expo; presenting site design and dossier details to the International Enquiry Mission of the Bureau of International Expositions.

David Loehr, Principal and Mixed-Use Leader at DLR Group, explains, “In 2012, community leaders, including St. Paul Mayor Chris Coleman and Jazz Fest organizers, invited me to brainstorm what the community’s next big event could be. How could we showcase our community at a global scale? Throughout my own career, I have participated, authored and advanced a wide variety of community initiatives such as Mississippi Riverfront redevelopment in St. Paul, historic interpretive master planning in Minneapolis, transit corridor task teams, affordable housing committees, district-wide master planning and



community town halls on urban development. Brainstorming with city leaders on topics of future community impact was second nature for me.” corridor task teams, affordable housing committees, district-wide master planning and community town halls on urban development. Brainstorming with city leaders on topics of future community impact was second nature for me.”

Following a potentially successful vote in favor of Minnesota Expo 2027, DLR Group will evolve from a visionary master planner to the overall Expo design coordinator and master architect. Coordination with city planning and infrastructure will be one aspect of the design team’s coordination. Construction timing and budget coordination will be additional responsibilities. They will create guidelines for the design and construction of more than 130 country exhibits/pavilions as well as oversee each installation. As master architect, DLR Group will coordinate the design and installation of service buildings, security offices, logistics facilities, communications hubs, data centers and other support uses. The design team will also prepare design documents for the host pavilion, theme pavilions and the international conference center.



Minnesota is well known for supporting the arts.  
DLR GROUP

Physical health, well-being and cognitive function are all improved with nature connect- edness. The Expo fosters this human connection through the planning of the site. The Expo provides a connection from the existing nature found along the Minnesota River and Fort Snelling State Park to the existing Mall of America. Visitors are provided with the ability to find respite and connection to nature, not only along the existing nature trail system but along the Expo paths as a journey through the development. Paths are activated with different experiences and moments as they intertwine with pavilions,



stages, entertainment spaces, conference spaces and then integrate with the Mall of America and its various facilities such as a waterpark, various hotels, arena and exhibition center.

For Minnesota Expo 2027, DLR Group has established a plan that is an impetus for lasting urban transformation, and has already been shaping the South Loop district through the design of the Mall of America and all its related infrastructure over the past 30 years. Combining the Post-Expo uses with the Mall of America adds tremendous resources and infrastructure while setting a course for future development.

If Minnesota is selected during a vote of the BIE in June of 2023, this would be the first expo in the U.S. in nearly 40 years. The last World's Fair held in the United States was hosted by New Orleans in 1984. Other countries that are in the running to host EXPO 2027 include Argentina, Serbia, Spain and Thailand.

From [Forbes](#)



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 15, 2023

### **Agenda Item**

#### **Item 5. C. – Minnesota River Watershed Basin Partnerships**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

Manager Salvato brought this item up. On February 21, 2023, Manager Salvato, Manager Barisonzi and LMRWD staff met with Jennifer Terry, External Affairs Manager for the Des Moines Water Works. For background, Des Moines Water Works supplies municipal water for the City of Des Moines, Iowa. In 2015, the Des Moines Water Works (DMWW) brought a lawsuit against thirteen drainage districts in three counties. The lawsuit alleged that the districts did not act in accordance with the federal Clean Water Act and the provisions of Iowa Code because they did not secure the applicable permits to discharge nitrates into the Raccoon River, one of the source waters used by the DMWW. The lawsuit was dismissed two years later by a judge who stated that, while the DMWW may have suffered damages (in this case increased costs to treat water loaded with increasing amounts of nitrates) this is an issue that was better resolved by the Iowa Legislature.

The DMWW determined that it would not appeal the ruling and its resources would be better spent working with upstream drainage districts to reduce the amount of nitrate entering the waterways. Manager Salvato arranged for Ms. Terry to meet with the LMRWD to discuss how it works with the drainage districts and lessons learned.

The LMRWD has made outreach efforts to upstream water management authorities. Staff will make a presentation at the Board meeting with details of past outreach and partnership efforts. The Board should determine if the LMRWD should re-engage in building partnerships.

### **Attachments**

No attachments

### **Recommended Action**

Provide direction to staff



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 15, 2023

### Agenda Item

#### Item 6. D. – Dredge Management

#### Prepared By

Linda Loomis, Administrator

#### Summary

Young Environmental Consulting Group (YECG) released an RFI, on behalf of the LMRWD, to firms in the LMRWD Engineering Pool that had the qualifications to complete work the LMRWD deemed necessary at the Vernon Avenue Dredge Placement site.

The proposals received have been evaluated by YECG and service agreements have been negotiated by YECG and LMRWD legal counsel. YECG has provided a Technical Memorandum detailing the proposal evaluation and recommendations to the Board.

All work will be charged to the State Grant to assist with dredge material management. The City of Savage is being informed of the work the LMRWD intends for Vernon Avenue, which is a public roadway.

#### Attachments

Technical Memorandum – Vernon Avenue Improvements and Access Road Culvert Replacement Project Recommendation dated March 8, 2023

#### Recommended Action

- Motion to approve Bolton & Menk as the firm to design the Vernon Avenue Improvements and Access Road Culvert Replacement Project and approval of Braun Intertec as the firm to perform services associated with geotechnical investigation of Vernon Avenue
- Motion to conditionally approve ISG as the firm to perform services associated with wetland delineation and environmental permitting, excluding LMRWD requirements



# Technical Memorandum

**To:** Linda Loomis, Administrator  
Lower Minnesota River Watershed District

**From:** Hannah LeClaire, PE  
Karina Weelborg  
Della Schall Young, CPESC, PMP

**Date:** March 8, 2023

**Re:** Vernon Avenue Improvements and Access Road Culvert Replacement  
Project Recommendation

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On January 31, 2023, Young Environmental Consulting Group, LLC (Young Environmental), released a request for information (RFI) on behalf of the Lower Minnesota River Watershed District (LMRWD) for the Vernon Avenue Improvements and Access Road Culvert Replacement Project. The RFI was emailed directly to four consulting firms in the LMRWD engineering pool: Bolton & Menk, ISG, WSB, and HR Green. The RFI contained detailed project background information, including a Vernon Avenue pavement evaluation completed by American Engineering Testing and site visit summaries completed by Young Environmental.

Three proposals were received by the February 10, 2023, deadline from ISG, Bolton & Menk, and WSB. We received a message from HR Green stating it would not be submitting information.

## Review Process

Young Environmental reviewed submittals based on demonstrated project understanding, thoughtfulness of approach, technical qualifications, and the overall proposed cost to determine the most responsive bidder. The received submittals presented varying information and assumptions. To evaluate submittals objectively, Young Environmental staff reviewed each submittal individually and met to discuss key

points.

*Bolton & Menk Submittal*

The Bolton & Menk submittal included key information concerning the constructability of Vernon Avenue as part of the floodplain, weather considerations for the project timeline, estimated topographic extents, pavement analysis requirements, and consideration of LMRWD permitting. Young Environmental requested Bolton & Menk revise its submittal to reflect services associated with roadway and culvert engineering and construction services and remove services associated with environmental permitting. Young Environmental also requested the following:

- Include costs associated with increasing client meetings to twice a month, and clarify the expectations of the coordination meetings.
- Provide validation of utility and right of way assumptions.
- Provide the costs associated with platting services, geotechnical investigations services, access permitting services, and construction support services,

*ISG Submittal*

The ISG submittal included key information on situational awareness associated with project area wetlands and due diligence for environmental permitting. Young Environmental requested ISG revise its submittal to reflect services associated with wetland delineation and environmental permitting and remove services associated with roadway and culvert engineering. Young Environmental also requested the following:

- Include costs associated with increasing client meetings to twice a month, and clarify the expectations of the coordination meetings.
- Provide the costs associated with a Level 2 wetland delineation and threatened and endangered species review.
- Describe the division of responsibility between LMRWD and ISG for permitting.
- Provide clarification on required floodplain permitting and associated modeling.

*WSB Submittal*

The WSB submittal provided significantly less information about all project aspects than the Bolton & Menk and ISG submittals. Although WSB's proposed cost was the lowest, its proposal did not demonstrate a strong project understanding or thoughtfulness of approach. Several of WSB's assumptions were not appropriate, and they did not include wetland delineation or consideration for stormwater management or floodplain impacts. The WSB submittal did not provide sufficient information for further consideration.

|

### Revised Submittals

Revised submittals from Bolton & Menk and ISG were received by the February 24, 2023, deadline. In their revised submittals, both consulting firms addressed the requested information. ISG noted it would not assume responsibility of LMRWD permitting requirements. In response, Young Environmental will add LMRWD permitting to its own services. That additional service will add \$10,498 to the original fee estimate for Young Environmental.

### **Recommendations**

Based on our review of the initial and revised submittals, Bolton & Menk provided the most qualified and responsive bid for roadway and culvert engineering with insight about area construction, potential impact of weather and permitting on the project schedule, and consideration of constructability within the floodplain. The total fee associated with Bolton & Menk's submittal is \$134,954. As part of its geotechnical services coordination, Bolton & Menk recommended Braun Intertec to provide an updated geotechnical investigation of Vernon Avenue. The associated cost of Braun Intertec's services is \$5,465.

ISG provided the most qualified and responsive bid for wetland delineation and environmental permitting, excluding LMRWD permitting requirements. ISG showed key consideration of project area wetlands and early due diligence for environmental permitting in their submittal. The total fee associated with ISG's submittal is \$19,175.

We recommend board approval of Bolton & Menk as the firm to design the Vernon Avenue Improvements and Access Road Culvert Replacement Project and approval of Braun Intertec as the firm to perform services associated with geotechnical investigation of Vernon Avenue.

We recommend conditional approval of ISG as the firm to perform services associated with wetland delineation and environmental permitting, excluding LMRWD requirements, contingent on the satisfactory resolution of the contract term.

### **Attachments**

- Attachment 1 – [Bolton & Menk Revised Proposal for Vernon Avenue Improvements and Access Road Culvert Replacement Project](#)
- Attachment 2 – [Bolton & Menk Detailed Fee Estimate](#)
- Attachment 3 – [Braun Intertec Proposal for a Geotechnical Evaluation](#)
- Attachment 4 – [Signed Professional Services Agreement between Lower Minnesota River Watershed District and Bolton & Menk, Inc.](#)
- Attachment 5 – [ISG Environmental and Permitting Services Proposal for Vernon Avenue Improvements and Access Road Culvert Replacement Project](#)

February 24, 2023

Linda Loomis  
District Administrator  
Lower Minnesota River Watershed District  
admin@lowermnriverwd.org

**Subject: Revised Proposal for Vernon Avenue Improvements and Access Road Culvert Replacement Project**

Dear Ms. Loomis:

The Lower Minnesota River Watershed District (LMRWD) has initiated the Vernon Avenue Improvements and Access Road Culvert Replacement Project to restore safe access for heavy equipment for dredging operations and to replace the failing access road culvert. Like you, Bolton & Menk, Inc. takes great pride in designing and managing projects that are safe, sustainable, and functional. We understand what needs to be accomplished for the successful completion of Vernon Avenue Improvements and Access Road Culvert Replacement Project.

**Experienced Team with Local Expertise** – The LMRWD wants a consultant who is familiar with your service area and has a full resume of similar projects. With more than 800 employees, we offer the expertise of a national firm, but our Burnsville office is just down the road from the project site. This allows us to resolve site questions quickly to keep our design efficient and accurate. Our familiarity in the area is further illustrated by our relationship with the City of Savage and our adjacent work on the TH-13 project for MnDOT which will connect to the Vernon Avenue project improvement.

**Proven Infrastructure and Drainage Leadership** – Successful delivery of roadway and culvert improvement projects requires integration of riverine hydraulics assessment, FEMA floodplain management, environmental and wetland protection, civil engineering, and effective communication. We have proven success on adjacent roadway reconstruction projects in Savage and will build confidence with LMRWD through efficient design, consistent communication, bidding support, and budget and schedule management. We have perfected a delivery strategy that will keep your project on schedule and on budget.

**Agency Coordination** – Bolton & Menk has been successful in delivering hundreds of roadway improvement and culvert replacement plans across Minnesota by developing strong relationships with public agencies that ultimately streamline the permitting process. We are experts in facilitating engagement strategies that are equitable and lead to consensus amongst all affected stakeholders. Our balanced, focused, and flexible approach places great emphasis on being proactive, transparent, creative, and open-minded and we will leverage our relationships to meet your desired schedule.

In continued service to LMRWD, we are excited at the opportunity to complete the Vernon Avenue Improvements and Access Road Culvert Replacement Project. I will serve as your lead client contact and project manager. Please contact me at 651-724-0404 or [timothy.olson@bolton-menk.com](mailto:timothy.olson@bolton-menk.com) if you have any questions regarding our proposal.

Respectfully submitted,

**Bolton & Menk, Inc.**



Timothy J. Olson, PE, CFM

Principal Water Resources Engineer

# PROJECT UNDERSTANDING & APPROACH

The Lower Minnesota River Watershed District (LMRWD) provides a critical role in environmental protection and navigation in the downstream portions of the Minnesota River. As a local sponsor to the United States Army Corps of Engineers, LMRWD provides a dredge material placement site in Savage. Vernon Avenue provides access to that site.

Years of heavy traffic on that roadway have resulted in failing pavements and need for upgrades. Improvements to the roadway are necessary to bring Vernon Avenue to an appropriate subgrade and pavement strength capable of handling the trucking loads associated with the dredge site. Furthermore, an existing 48" drainage culvert at the north end of the access road has shown signs of joint separation and debris accumulation, inhibiting its ability to convey runoff or floodwaters.

Bolton & Menk's project approach will include full assessment of Vernon Avenue and access road by our expert civil engineering team. We will also inspect the access road culvert and strategize with LMRWD staff to improve the site conditions and extend the design life of the proposed system.

## *Local Knowledge*

Bolton & Menk recently designed and permitted the adjacent TH-13 improvements currently under construction.

LMRWD can rely on our nearly 75 years of public infrastructure improvement projects all over Minnesota. We have reconstructed roads in challenging site conditions using innovative approaches and have replaced thousands of culverts. We understand the regulatory and permitting process and believe in transparent communication that set up design and construction projects for success.

## *Key Challenges & Considerations*

The location and configuration of the site creates some specific challenges in the design and permitting of the project. Bolton & Menk is ready to address these challenges to guide LMRWD through the design and permitting and ultimately to construction.

### **Constructability**

Given the current state of Vernon Avenue and the access road may be a result of underlying native soil conditions, ineffective subgrade conditions and structural pavement design. Vernon Avenue is situated near wetland areas and is in the floodplain of the Minnesota River. This means that constructability and roadway designs are more sensitive to soil conditions and future performance of the road is contingent upon these considerations.

### **Site Access Considerations**

Since Vernon Avenue serves as access to the dredge storage site only, traffic control and staging are less critical for site access. However, active rail lines exist in the area influencing staging considerations with the adjacent operations west of Vernon Avenue.

### **Permitting Process**

Early agency coordination and pre-permitting meetings will result in effective schedule control over the course of the project. FEMA, MnDNR, U.S. Army Corps of Engineers, UP Railroad, MnDOT, Scott County, and the City of Savage may have some similar and competing goals and requirements. We will work with LMRWD to identify a stakeholder group and identify effective communication protocols and responsibilities. Our project schedule includes anticipated time for coordination, agency review, and final approvals in advance of construction.

### **Floodplain Coordination**

The project area is currently located in the FEMA Mapped floodplain and Floodway for the Minnesota River. Construction activities within these areas are subject to FEMA, MNDNR, and LMRWD floodplain regulations. The Vernon Avenue project will be designed to minimize fill within the floodplain to target the required No-Rise determination and to minimize wetland impacts wherever feasible.



# PROJECT WORK PLAN

The Bolton & Menk team approach will be rooted in the principles of trust, collaboration, and communication. These principles are key to managing and delivering this project and its unique challenges. We strive to be a partner to LMRWD during all phases of project delivery and our team will provide outstanding technical deliverables, exceptional leadership in functional group and stakeholder collaboration, and superior project management in a timely and cost-effective manner.

When developing our work plan, we identified key tasks, major milestones, and expected meetings, which sets the tone for how this project will be delivered and prepares our team to hit the ground running.

## TASK 1: MEETINGS & COORDINATION

Effective collaboration will be initiated at the kickoff meeting & site visit to set the table for expectations, recap project goals and schedule, and highlight key issues and known risks that need to be mitigated. We will conduct milestone progress meetings to ensure communication with LMRWD is effective and timely. This task also includes additional coordination time with ISG, Inc., whom LMRWD has selected to complete the environmental permitting for the project.

The following meetings are anticipated:

- Kickoff Meeting & Site Visit
- Biweekly coordination meetings with LMRWD/Young Environmental and ISG (assumes 12 total virtual coordination meetings)
- 60% & 100% Plan Review Meetings
- LMRWD Board Meeting

Bolton & Menk's project manager will develop and distribute agendas and minutes for all meetings so that decisions are documented.

### Key Personnel Involved:

Tim Olson, Brad Fisher, Roberta Cronquist

### Deliverables:

- Meeting attendance, agendas, meeting minutes

## TASK 2: SURVEYING & DATA ACQUISITION

Immediately following the kickoff meeting, our team will schedule a topographic survey of the project site. We anticipate collecting the necessary survey

information within a 60-ft wide by 3,600-ft long project corridor along Vernon Avenue. Survey will include pavement limits, vegetation limits, and standalone trees exceeding 4-inch diameter within the corridor. Property research will be conducted to determine existing property lines and easements and utilities on the one impacted property. This O&E report will be ordered right away to determine existing property conditions and ownership. We will generate an AutoCAD basemap of the project site reflecting site survey and research information, for use in plan development.

Field survey will be performed as early in the spring as site conditions allow, and timing of the survey could be highly impacted by snow cover, spring flooding, and weather. Field survey will be timed to obtain as much information as possible before leaf-out conditions along the corridor. If conditions do not allow survey to be completed in the timeframe indicated on our schedule, the schedule and/or fees proposed will no longer apply because the project will not be able to move forward until survey is able to be completed.

### Key Personnel Involved:

Bolton & Menk Survey Staff

### Deliverables:

- Civil 3D Survey Base Drawings and topography.

### Assumptions:

- Topo survey will be completed with no snow cover.
- Access for topo survey will be available before leaf-out conditions.
- Topo survey within railroad right-of-way or jurisdiction *may* be required. Bolton & Menk will coordinate and submit any permit applications for permission to complete the topo survey. LMRWD will pay all permit fees and any necessary railroad flagging fees.
- No easement exhibits will be required.

## ***Schedule Considerations***

The project schedule and ability to collect field survey could be highly impacted by the timing of snow melt, weather, spring flooding along the Minnesota River, and railroad coordination/approvals.

### **TASK 3: CONSTRUCTION PLANS**

Bolton & Menk's civil design team will produce detailed construction documents, plans, and specifications for the Vernon Avenue project. The project will include the reconstruction of approximately 0.7 miles of Vernon Avenue between TH-13 and the LMRWD Dredge Site. The project includes a new base section/bituminous pavement and the replacement of the existing 48-inch access road culvert.

Our project team will prepare construction plans utilizing AutoCAD Civil 3D to accurately depict the project improvements for construction. Major design components include:

- Existing conditions & removals plan sheets
- Plan detail plates and standard plans sheets
- Stormwater Pollution Prevention Plan (SWPPP) sheets
- Erosion control/restoration plan sheets
  - Runoff treatment will be coordinated and included with project stakeholders
- Storm sewer plan/profile sheets
- Street plan/profile sheets with signing/stripping and traffic control
- Street cross section sheets

A private utility coordination meeting will be conducted to verify no utilities will be impacted by the project. Final design will include a tabulation of estimated quantities and a final engineer's opinion of probable construction costs prior to bidding. Intersection details are not expected to be required based on the proposed project layout.

#### Key Personnel Involved:

Brad Fisher, Miranda Etienne

#### Deliverables:

- 60% Plan Documents, Engineer's Estimate
- 100% Plans, Engineer's Estimate, & Final Specs
- Bid Documents

#### Assumptions:

- No utility work will be required, except for the access road culvert. No existing private or public utilities will be in conflict with the proposed project improvements as the proposed profile will generally match the existing profile.
- Plans can be completed/significantly progressed between April and early June. If this cannot be

achieved due to reasons beyond Bolton & Menk's control, the schedule and scope fee may be delayed or require adjustment.

- Permitting coordination with ISG will include sharing project files to received feedback but it is assumed that no redesign iterations will be necessary based on the feedback.

### **TASK 4: GEOTECHNICAL SERVICES COORDINATION**

Bolton & Menk will coordinate with a geotechnical consultant to provide an updated geotechnical report that includes pavement section recommendations that ensure pavement strength is adequate for heavy truck loading and able to withstand frequent flooding conditions. The report will also verify the need for a reconstruction.

The existing geotechnical evaluation that was provided with the RFP is eight years old and only includes reclamation and aggregate surfacing recommendation. LMRWD is requesting a reconstruction with new bituminous pavement so pavement section recommendations for a reconstruction are necessary. Additional updated soil borings will be required to determine updated soils information and more importantly, provide the identified necessary pavement section recommendations. Pavement recommendations are critical for a project like this to ensure it is constructed to best mitigate deterioration for a roadway in an area susceptible to frequent flooding and ensure it can withstand the heavy truck loading associated with hauling dredged material.

#### Key Personnel Involved:

Brad Fisher

#### Deliverables:

- Geotechnical Report

#### Assumptions:

- The geotechnical firm will enter into a contract directly with LMRWD; direct fees for this service are not included in this proposal.
- Access and schedule availability for soil borings are able to meet the identified schedule. It is critical to have this information right away to solidify the project scope or other tasks may be delayed.

## TASK 5: BIDDING ADMINISTRATION

The bidding administration subtask includes preparation and submission of an advertisement for bids, answering bidder's questions, issuing addenda as necessary, and conducting an online bid opening and tabulation.

### Key Personnel Involved:

Tim Olson, Brad Fisher

### Deliverables:

- Bid tabulation

## TASK 6: ACCESS PERMITTING

Vernon Avenue is preliminarily identified to be a City of Savage local roadway that crosses two separate railroad tracks. With the City of Savage having jurisdiction over the roadway, Bolton & Menk will assist LMRWD to coordinate with the roadway authority and obtain the Work in Right-Of-Way permit necessary to conduct the work. An important first step in the project process will be setting up a meeting with City of Savage staff to verify they are the roadway authority, determine receptibility to the project improvements, determine permitting requirements, and determine design any requirements. As part of this meeting, **it will be critical to discuss with Savage staff to coordinate with MnDOT on the TH 13 project to have the Vernon Avenue roadway stub extended all the way through the first railroad ROW** (paralleling TH 13) to the northern ROW line; this would eliminate additional railroad permitting requirements for the Vernon Avenue project.

Bolton & Menk, Inc. will lead permitting with the applicable railroad(s) for the Vernon Avenue project. Our base proposal assumes the project will begin north of the dedicated Union Pacific Railroad northern right-of-way line paralleling TH 13 so permitting for that track will not be required. The northern railroad spur track does not have dedicated railroad right-of-way, however the railroad may still have jurisdictional rights that require permitting. The railroad authority for this spur track is not currently known (many times a different railroad has trackage rights than the railroad that actually owns the track/land). We are assuming some sort of permitting will be required to construct the improvements across this spur track.

We will complete the applicable permit applications with the railroad authority(s) to complete work within railroad ROW(s). It should be noted that railroad

permitting does not have a clearly defined process to obtain approvals and can vary greatly from project to project based on specific elements and design requirements for the project. Based on experience from prior projects, **the project schedule could be significantly delayed from this permitting and coordination with the railroad.** Additional requirements placed on the project by the railroad authority may require further additional services.

### Key Personnel Involved:

Brad Fisher

### Deliverables:

- City of Savage Work in ROW Permit
- Railroad Permit(s)

### Assumptions:

- LMRWD will be responsible for paying, or reimbursing above the proposal fee, for all permit fees and railroad flagging fees, if necessary.
- All proposed improvements will be outside of MnDOT ROW and permitting through MnDOT will not be required.
- The City of Savage has prescriptive rights to the roadway and associated drainage; preliminary investigation indicated the roadway has no dedicated ROW through the Cargill property. It is assumed no coordination or permitting will be required with the Cargill property owner.
- MnDOT's TH 13 improvements project will extend road improvements all the way to the north side of UP ROW at Vernon Avenue so that railroad permitting will not be required for that track. If this assumption is not met, the additional permitting can be completed for an additional fee.
- The fee associated with this task is an allowance for time coordinating with the city and railroad authority(s) and to complete/submit the associated permit applications. The actual fee required to complete the work is unknown. If our fee allowance is expected to be exceeded, we will coordinate with LMRWD to coordinate an amendment to our contract.
- ISG will be responsible for all water resources and natural resources modeling, evaluations, and permitting services, including but not limited to wetland delineation, aquatic resources permitting including replacement plan if applicable, FEMA floodplain modeling, floodplain permitting including no-rise certification report if applicable, LMRWD permitting including associated modeling

and management plans, MPCA Construction Stormwater General Permitting, etc.

### **TASK 7: CONSTRUCTION SERVICES**

Bolton & Menk, Inc. will provide construction services to support LMRWD on the Vernon Avenue project. This task includes construction administration, construction observation, and construction staking. Construction administration will be performed by the team’s project manager who will attend a preconstruction conference, review shop drawings and materials submittals, perform on-site review pertaining to the project’s work/status, attend weekly construction meetings as necessary, and review pay applications.

Construction observation is expected to require part-time day to day on-site inspection of the project. This work includes maintaining good public relations, maintaining a daily diary of construction activity, daily documentation of bid item quantities, working with the contractor and client staff to prepare pay estimates, coordination of construction materials testing if necessary, and verifying conformance of materials and construction outcomes with the plan documents.

Construction field staking will be necessary to construct the project and will include staking of the roadway and storm sewer culvert. Survey crews will provide construction stakes with alignment and grade, as necessary, and documentation of all survey points installed. Survey crews could also be utilized to complete a post-construction as-built survey if record drawings are requested.

#### Assumptions:

- Construction administration staff were estimated for 10 hours per week. Construction observation staff were estimated for 25 hours per week.
- The construction duration is assumed to be 6 weeks, however, the contractor’s actual construction schedule will dictate the hours necessary to complete the project.
- Fees for construction field staking are not included in this base proposal. These fees will be added via amendment after construction plans are finalized so the scope for staking is more clearly defined.
- Bolton & Menk has included time in this proposal to coordinate with and enlist a geotechnical firm to provide materials testing services. These services would be requested after construction plans are

finalized so the scope for testing is more clearly defined. The geotechnical firm would enter into a contract directly with LMRWD; direct fees for this service are not included in this proposal.

## **PROJECT TEAM**

The Bolton & Menk team will work closely with LMRWD staff throughout the project development and permitting. Close coordination will be integral to developing a project plan that provide the long-term access to the LMRWD Dredge site.

Our project manager, Tim Olson, will be supported by key individuals and support staff. Bolton & Menk can draw upon nearly 800 other team members throughout our firm, as needed, to meet the project’s needs. The following primary team leads will also support the LMRWD for this project.



**Timothy Olson, P.E., CFM**  
Project Manager/Principal-in-Charge

Tim will be responsible for committing sufficient personnel and resources to accomplish the project work plan and schedule. He will

monitor progress, schedule, and budget. He will work closely with the project team and LMRWD staff to ensure critical issues are identified and addressed.



**Brad Fisher, P.E.**  
Civil Project Engineer

Brad will oversee design and preparation of the construction plans and specifications for Vernon Avenue. As a municipal civil

engineer, he will ensure that construction documents meet the applicable engineering standards.



**Roberta Cronquist, P.E. CFM**  
Water Resources/Permitting Lead

Roberta will oversee the drainage design for the project. As a certified floodplain manager, she will leverage her knowledge of FEMA,

DNR and LMRWD floodplain rules to assist in the culvert replacement design.



## COST PROPOSAL

The following project fee summary table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. A detailed description of tasks and hours is summarized in the attached fee spreadsheet.

Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials.

Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

TASK	FEE
1. Meetings & Coordination	\$ 19,554
2. Surveying & Data Acquisition	\$ 22,911
3. Construction Plans	\$ 38,611
4. Geotechnical Services Coordination	\$ 1,141
5. Bidding Support	\$ 3,586
6. Access Permitting	\$ 15,705
7. Construction Services	\$ 33,446
<b>TOTAL:</b>	<b>\$ 134,954</b>

## PROJECT SCHEDULE

We have developed a schedule detailing the anticipated work tasks, task relationships, critical path timeline, deliverable due dates, and completion dates. This schedule is based on our review of the project background, description, and scope of services included in the RFP and our experience on other similar projects. Upon selection, Bolton & Menk will work with LMRWD staff to revise and update this schedule as needed to ensure successful delivery of this project. As previously noted, there are many critical paths to maintain the proposed schedule and it should be expected that delays may be necessary. The most important critical path is the railroad permitting which is shown to be completed within 60 days, which is the minimum; however, this process could take much longer depending on the specific railroad authority, permitting requirements, and review availability.



## ADDITIONAL SERVICES

The following tasks were not specifically outlined in the RFI and are not expected to be required, but if regulatory requirements dictate the following services are required for this project, they can be added to the scope of work for an additional fee.

### **Right of Way/Platting**

Bolton & Menk, Inc. can lead efforts to generate exhibits for easements, right-of-way, or platting updates if they are determined necessary to gain rights to construct the Vernon Avenue project. These exhibits would be delivered to LMRWD for their use in negotiating to acquire these rights. It is currently

assumed that the city has prescriptive rights to the roadway and associated drainage, but preliminary investigations indicated the roadway does not have a dedicated right-of-way through the Cargill property. If it is determined that prescriptive or other rights do not exist, these negotiations by LMRWD may be necessary to move the project forward. If this work is necessary, the included schedule will no longer apply as this effort would add additional project development time.

### **Additional Access Permits**

Bolton & Menk, Inc. can lead efforts to obtain a MnDOT Work in Highway Right-Of-Way permit, if necessary. Our base proposal assumes no work will be required within MnDOT's TH 13 right-of-way.



# Vernon Avenue Improvements and Access Road Culvert Replacement Project



## DETAILED FEE ESTIMATE

**Client:** Lower Minnesota River Watershed District  
**Project:** Vernon Avenue Improvements and Access Road Culvert Replacement Project

WORK TASK DESCRIPTION	Principal in Charge	Roadway Design Manager	Senior Water Resources Engineer	Project Engineer	Graduate Engineer	Engineering Tech/ Construction Observer	Natural Resources Specialist	Field Surveyor	Survey Manager	Survey Technician	Clerical	Total Hours	Total Cost
<b>2023 HOURLY RATE</b>	\$193.00	\$163.00	\$188.00	\$143.00	\$137.00	\$131.00	\$135.00	\$181	\$193	\$127	\$100		
<b>1.0 MEETINGS AND COORDINATION</b>													
1.1 Kickoff Meeting/Site Visit	4	4	4				4				2	18	\$ 2,916
1.2 2 team meetings (60%, Final)	6	6	6				2				6	26	\$ 4,134
1.3 Biweekly Coordination Meetings (12 Meetings)	24	12										36	\$ 6,588
1.4 Additional Coordination	10	14	8								2	34	\$ 5,916
<b>SUBTOTAL HOURS - TASK 1</b>	<b>44</b>	<b>36</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>114</b>	<b>\$ 19,554</b>
<b>2.0 SURVEYING AND DATA ACQUISITION</b>													
2.1 Field Surveying								80	4	2		86	\$ 15,506
2.2 Research/Documentation								6	10	14		30	\$ 4,794
2.3 Drafting/Reporting									3	16		19	\$ 2,611
<b>SUBTOTAL HOURS - TASK 2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>86</b>	<b>17</b>	<b>32</b>	<b>0</b>	<b>135</b>	<b>\$ 22,911</b>
<b>3.0 CONSTRUCTION PLANS</b>													
3.1 Produce 60% Plan	2	16	6	16	12	90						142	\$ 19,844
3.2 Produce Final Plan, Specs	2	6	3	6	4	50					8	79	\$ 10,684
3.3 Specs	1	26	3								8	38	\$ 5,795
3.4 Estimates		6				10						16	\$ 2,288
<b>SUBTOTAL HOURS - TASK 3</b>	<b>5</b>	<b>54</b>	<b>12</b>	<b>22</b>	<b>16</b>	<b>150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>259</b>	<b>\$ 38,611</b>
<b>4.0 GEOTECHNICAL SERVICES COORDINATION</b>													
4.1 Soil Borings Coordination		4										4	\$ 652
4.2 Geotechnical Report Coordination		3										3	\$ 489
4.3 Geotechnical Services (By Others - Additional Fee)												0	\$ -
<b>SUBTOTAL HOURS - TASK 4</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>\$ 1,141</b>
<b>5.0 BIDDING SUPPORT</b>													
5.1 Bidding Administration	2	8	2	4	4						4	24	\$ 3,586
<b>SUBTOTAL HOURS - TASK 5</b>	<b>2</b>	<b>8</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>24</b>	<b>\$ 3,586</b>
<b>6.0 ACCESS PERMITTING</b>													
6.1 City Permit Coordination	2	6				6					2	16	\$ 2,350
6.2 Railroad Permit(s) Coordination	10	50				25						85	\$ 13,355
<b>SUBTOTAL HOURS - TASK 6</b>	<b>12</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>99</b>	<b>\$ 15,705</b>
<b>7.0 CONSTRUCTION SERVICES</b>													
7.1 Construction Administration	10	60										70	\$ 11,710
7.2 Construction Observation						150						150	\$ 19,650
7.3 Project Closeout	2	4				8						14	\$ 2,086
7.4 Construction Staking & As-Builts (Additional Fee TBD After Final Plans)												0	\$ -
7.5 Construction Materials Testing (By Others - Additional Fee TBD After Final Plans)												0	\$ -
<b>SUBTOTAL HOURS - TASK 7</b>	<b>12</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>158</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>234</b>	<b>\$ 33,446</b>
<b>Total Estimated Fee</b>	<b>75</b>	<b>225</b>	<b>32</b>	<b>26</b>	<b>20</b>	<b>339</b>	<b>6</b>	<b>86</b>	<b>17</b>	<b>32</b>	<b>14</b>	<b>872</b>	<b>\$ 134,954</b>

March 3, 2023

Proposal QTB173917

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

Re: Proposal for a Geotechnical Evaluation  
Vernon Avenue Improvements  
TH 13 to the Minnesota River  
Savage, Minnesota

Dear Ms. Loomis:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the Vernon Avenue Improvements in Savage, Minnesota.

## **Project Information**

Per the request of Brad Fisher at Bolton & Menk, Inc., we understand the project includes the reconstruction of approximately 0.7 miles of Vernon Avenue and an access road to the Cargill East River Dredge Site and replacement of the associated access road culvert. We understand LMRWD is seeking to reconstruct the section with bituminous pavement to support dredging activities.

Bolton & Menk, Inc. provided the results of a previous pavement evaluation from 2015, which we will consider as part of our work. This evaluation included several methods of testing including soil borings, which showed a soil profile consisting generally of aggregate or deteriorated pavement over granular fill, which then overlay a combination of buried topsoil and fine clayey alluvium.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the Vernon Avenue Improvements project.

## **Geotechnical Evaluation**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.



### **Site Access and Permitting**

The site is accessible to a truck-mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements or potential utility conflicts, which include but are not limited to overhead utilities, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

We understand this is a City of Savage street and we will work with the City to obtain the needed right-of-way permit prior to drilling. The narrow street profile will require us to block the street to perform our soil borings.

### **Staking**

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS technology.

### **Utility Clearance**

Prior to drilling, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Traffic Control**

Based on the locations of the project and apparent nature of the traffic, we have not budgeted for traffic control beyond warning signs for our work area. We will need to revise our proposal if more extensive traffic control measures appear to be required based on conditions encountered at the site.

### **Penetration Test Borings**

We propose to drill four standard penetration test (SPT) borings for the roadway, performed on a continuous basis to a depth of 6 feet. For the culver, we propose to extend one boring to a depth of 14 1/2 feet, sampled at 2 1/2-foot intervals.

At each boring location, we will record the thickness of the existing bituminous surfacing and aggregate base when visually observed. If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

### **MDH Sealing Record and Borehole Abandonment**

We are planning the deepest borings to be less than 15 feet, and therefore will not be required to complete a Sealing Record after our completion of the borings.

We will backfill our exploration locations immediately after completing the drilling at each location. Upon backfilling, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

### **Sample Review and Laboratory Testing**

We will return recovered boring samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing five moisture content tests, two mechanical analyses (through a #200 sieve only), and one organic content test.

### **Engineering Analyses**

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to culvert and pavement design and performance.

### **Report**

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact pavement design and performance.
- Recommendations for preparing pavement and culvert subgrades, and the selection, placement and compaction of excavation backfill and other fills, including potential subcuts.
- Recommendations of the pavement and culvert design.

We will submit an electronic copy of our report to you.

### **Schedule**

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – Within about 4 weeks following receipt of written authorization and following the receipt of the approved right of way permits.
- Field exploration – Anticipated 1 day on site to complete the work.
- Classification and laboratory testing – Within 2 weeks after completion of field exploration.

- Preliminary results – Within 1 week after completion of field exploration.
- Draft report submittal – Within about 2 weeks of field exploration.
- Final report submittal – Within 1 week of receiving comments on the draft report.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## Geotechnical Evaluation

We will furnish the services described in this proposal for a lump sum fee of **\$5,465**. Table 1 provides a breakdown of the proposed fees.

**Table 1. Proposed Fee Breakdown**

Service	Fee
Staking and Utility Clearance, Permitting	\$910
Drilling	1,920
Laboratory Testing	290
Coordination, Engineering Analysis, and Report	2,345
<b>Total</b>	<b>\$5,465</b>

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Neil Lund at 952.995.2284.

Sincerely,

BRAUN INTERTEC CORPORATION



Brian J. Schreurs, PE  
Account Manager, Senior Engineer



Neil G. Lund, PE  
Technical Manager, Senior Engineer

Attachments:  
General Conditions (1/1/18)

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The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

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**Authorizer's Title**

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**Date**

## Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

## Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

## Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

## Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## Section 6: Disputes, Damage, and Risk Allocation

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## Section 7: General Indemnification

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN LOWER MINNESOTA RIVER WATERSHED DISTRICT  
AND BOLTON & MENK, INC.**

This Agreement is entered into between the Lower Minnesota River Watershed District, a public body with powers set forth at Minnesota Statutes chapters 103B and 103D (“LMRWD”), and Bolton & Menk, Inc. (“CONSULTANT”). In consideration of the mutual terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, LMRWD and CONSULTANT agree as follows:

**1. Services**

CONSULTANT will perform work described in Work Orders that may be authorized by the LMRWD from time to time during the term of this Agreement (hereinafter, “the Services”). A Work Order will specify tasks to be performed and, when applicable, the location of the work to be performed. A Work Order issued by the LMRWD under the terms of this Agreement will be incorporated into this Agreement and binding on CONSULTANT as a term hereof. The LMRWD, at its discretion, in writing, may suspend work immediately or amend the Services to delete any task or portion thereof. Authorized work by CONSULTANT on a task deleted or modified by the LMRWD will be compensated in accordance with Paragraph 6.

**2. Independent Contractor**

CONSULTANT is an independent contractor under this Agreement. CONSULTANT will select the means, method and manner of performing the Services. Nothing herein contained is intended or should be construed to constitute CONSULTANT as the agent, representative or employee of the LMRWD in any manner. Personnel performing the Services on behalf of CONSULTANT or a subcontractor will not be considered employees of the LMRWD and are not entitled to any compensation, rights or benefits of any kind from the LMRWD.

**3. Subcontract and Assignment**

CONSULTANT will not assign, subcontract or transfer any obligation or interest in this Agreement or any of the Services without the written consent of the LMRWD and pursuant to any conditions included in that consent. Written consent to any subcontracting will not relieve CONSULTANT from its responsibility to perform the Services or any part thereof, nor in any respect its warranty, insurance, indemnification, duty to defend or agreement to hold harmless with respect to the Services. CONSULTANT will incorporate this Agreement in any assignment, subcontract or transfer agreement.

#### **4. Duty of Care and Indemnification**

CONSULTANT will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of CONSULTANT's profession currently practicing under similar circumstances in a similar locality. CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants occurring during the scope of CONSULTANT's work on the Project, and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's comprehensive general liability and professional errors and omissions insurance policies.

To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, the LMRWD shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of the LMRWD or the LMRWD's employees, agents, or other consultants.

#### **5. Compensation**

The LMRWD will compensate CONSULTANT for the Services on an hourly basis in accordance with the fee schedule attached to and incorporated into this Agreement as Exhibit A. Invoices are to be submitted monthly for work performed under a Work Order during the preceding month. Payment for undisputed work is due within 30 days of receipt of invoice. Direct costs not specified in Exhibit A will not be reimbursed except with prior written approval of the LMRWD Administrator. Subcontractor fees and subcontractor direct costs incurred by CONSULTANT will be reimbursed by the LMRWD at the rate specified in the LMRWD's written approval of the subcontract arrangement.

The Services will be performed at the rates specified in Exhibit A. The total payment for the Services specified under a Work Order will not exceed the total payment specified in the Work Order in accordance with Exhibit A. In each case, total payment includes all sums paid whatsoever, including but not limited to fees, reimbursement of direct costs and reimbursement for subcontract costs.

The LMRWD will not make final payment until CONSULTANT has provided proof of compliance with state income tax withholding requirements pursuant to Minnesota Statutes § 270C.66.



CONSULTANT will maintain all records pertaining to the Services for six years from the date of completion of the Services. CONSULTANT agrees that any authorized representative of the LMRWD or the State Auditor may examine, audit, and copy any such records during normal business hours.

## **6. Term and Termination**

This Agreement is effective when fully executed by the parties and remains in force until June 30, 2024, unless earlier terminated as set forth herein.

The LMRWD may terminate this Agreement, at its convenience, by a written termination notice stating specifically what prior authorized or additional services CONSULTANT is to complete. CONSULTANT will receive full compensation for all authorized work performed, except that CONSULTANT will not be compensated for any part performance of a specified task if termination is due to CONSULTANT's breach of this Agreement. Upon termination, the CONSULTANT will turn over all working and archived files to the LMRWD, and agrees to cooperate with the LMRWD in any transition.

## **7. Waiver**

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this Agreement, or to exercise any option, remedy or right herein, does not waive or relinquish the party's rights in the future to insist on strict performance of any provision, condition or obligation, all of which will remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this Agreement will not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval will not render unnecessary the party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this Agreement, the LMRWD waives no immunities in tort. This Agreement creates no rights in and waives no immunities, defenses or limitations on liability with respect to CONSULTANT or any third party.

## **8. Insurance**

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

- A. General: \$1.5 million each occurrence and aggregate, covering both CONSULTANT's work and completed operations on an occurrence basis and including contractual liability.
- B. Professional liability: \$1.5 million each claim and aggregate; coverage may be on a claims-made basis, in which case CONSULTANT must maintain the policy for, or obtain extended reporting period coverage extending, at least three (3) years from completion of the Services.
- C. Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.
- D. Workers' compensation: in accordance with legal requirements applicable to CONSULTANT.

The liability insurance coverage required of CONSULTANT shall name LMRWD as an additional insured with primary coverage on a noncontributory basis for the task orders covered by this agreement. As an alternative to the minimum coverage listed above for professional, general and automobile liability, CONSULTANT may place an umbrella or excess liability policy in an amount of at least \$2,000,000 that follows the underlying professional, general and automobile liability policies.

The liability insurance coverage required of CONSULTANT shall include coverage, on a project basis, for damage to property of others from pollution or contamination.

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

## **9. Compliance with Laws**

CONSULTANT will comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services, and will procure all licenses, permits and other rights necessary to perform the Services.

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

## **10. Materials**

All materials obtained or generated by CONSULTANT in performing the Services, including documents in hard and electronic copy, software, and all other forms in which the materials are contained, documented or memorialized, are the property of the LMRWD where specified as “works for hire” in the Task Order, but only upon payment of all fees owed to CONSULTANT. If specified as works for hire, CONSULTANT hereby assigns and transfers to the LMRWD all right, title and interest in: (a) its copyright, if any, in the materials; any registrations and copyright applications relating to the materials; and any copyright renewals and extensions; (b) all works based on, derived from or incorporating the materials; and (c) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and all causes of action in law or equity for past, present or future infringement based on the copyrights. CONSULTANT agrees to execute all papers and to perform such other proper acts as the LMRWD may deem necessary to secure for the LMRWD or its assignee the rights herein assigned. LMRWD makes no claim upon instruments of service obtained, produced or generated by CONSULTANT except as described below. Notwithstanding the foregoing, CONSULTANT retains title and interest in all of its standard details, plans, specifications and engineering computation documents (“Previously Created Works and Documents”), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to LMRWD, but which were developed by CONSULTANT independent of this Agreement. CONSULTANT issues to LMRWD a royalty-free, nonexclusive and irrevocable license to use the Previously Created Works and Documents in relation to the Services.

If no “works for hire” specification is made in the Task Order, drawings and specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the LMRWD shall acquire a limited license in all identified deliverables (including reports, plans and specifications) for any reasonable use relative to the Project and the general operations of the LMRWD. Such limited license to LMRWD shall not create any rights in third parties. The LMRWD may inspect, copy or take possession of any materials on written request to CONSULTANT. On termination of the agreement, CONSULTANT may maintain a copy of some or all of the materials, except for any materials designated by the LMRWD as confidential or non-public under applicable law, a copy of which CONSULTANT shall be permitted to maintain pursuant to separate written agreement with the LMRWD specifying commercially reasonable terms.

LMRWD may make and disseminate copies for information and reference in connection with the use and maintenance of Services under any Task Order by LMRWD. However, such documents are not intended or represented to be suitable for reuse by LMRWD or others on extensions of any Task Order, or on any other project. Any reuse by LMRWD or, any other entity acting under the request or direction of the LMRWD, without written verification or adaptation by CONSULTANT for such reuse will be at LMRWD’s sole risk and without liability or legal exposure to CONSULTANT and LMRWD shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from such reuse.

**11. Data Practices; Confidentiality**

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

CONSULTANT agrees that it will not disclose and will hold in confidence any and all proprietary materials owned or possessed by the LMRWD and so denominated by the LMRWD. CONSULTANT will not use any such materials for any purpose other than performance of the Services without LMRWD's written consent. This restriction does not apply to materials already possessed by CONSULTANT or that CONSULTANT received on a non-confidential basis from the LMRWD or another party. Consistent with the terms of this section 11 regarding use and protection of confidential and proprietary information, CONSULTANT retains a nonexclusive license to use the materials and may publish or use the materials in its professional activities. Any CONSULTANT warranty under this agreement does not extend to any party other than the LMRWD or to any use of the materials by the LMRWD other than for the purpose(s) for which CONSULTANT is compensated under this agreement.

**12. Property of LMRWD**

All property furnished to or for the use of CONSULTANT or a subcontractor by the LMRWD and not fully used in the performance of the Services, including but not limited to, equipment, supplies and materials, both hard copy and electronic, remains the property of the LMRWD and will be returned to the LMRWD at the conclusion of the performance of the Services, or sooner if requested by the LMRWD. CONSULTANT further agrees that any proprietary materials of the LMRWD are the exclusive property of the LMRWD and will assert no right, title or interest in the materials. CONSULTANT will not disseminate, transfer or dispose of any proprietary data to any other person or entity unless specifically authorized in writing by the LMRWD. Any property supplied to CONSULTANT by the LMRWD or deriving from the LMRWD is supplied to and accepted by CONSULTANT as without LMRWD representation or warranty, including, but not limited to, a warranty of fitness, merchantability, accuracy or completeness. However, CONSULTANT's duty of professional care under paragraph 4, above, does not extend to materials provided to CONSULTANT by the LMRWD or any portion of the Services that is inaccurate or incomplete as the result of CONSULTANT's reliance on those materials.

**13. Continuation of Obligation**

It is understood and agreed that insurance obligations; duties of care and obligations to defend, indemnify and hold harmless; and document retention requirements will survive completion of the Services and the term of this Agreement.

**14. Notices**

Any written communication required under this Agreement to be provided in writing will be directed to the other party as follows:

To LMRWD:

Linda Loomis, Administrator  
Lower Minnesota River Watershed District  
Naiad Consulting, LLC  
6677 Olson Memorial Highway  
Golden Valley, MN 55427  
Email: [naiadconsulting@gmail.com](mailto:naiadconsulting@gmail.com)

Della Young, PMP, CPESC  
Young Environmental Consulting Group, LLC  
6040 Earle Brown Drive, Suite 306  
Brooklyn Center, Minnesota 55430  
Email: [della@youngecg.com](mailto:della@youngecg.com)

To Bolton & Menk, Inc.:

Timothy J. Olson  
Principal Water Resources Engineer  
111 Washington Avenue South  
Suite 650  
Minneapolis, MN 55401  
Email: [Timothy.Olson@bolton-menk.com](mailto:Timothy.Olson@bolton-menk.com)

Either of the above individuals may in writing designate another individual to receive communications under this Agreement.

**15. Choice of Law, Venue and Jurisdiction**

This Agreement will be construed under and governed by the laws of the State of Minnesota. Venue and jurisdiction for any action under this Agreement will lie in \_\_\_\_\_ County.

**16. Whole Agreement**

The entire agreement between the two parties is contained herein and this Agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this Agreement is valid only when reduced to writing as an amendment to the Agreement and signed by the parties hereto. The LMRWD may amend this Agreement only by action of the Board of Managers acting as a body.

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

BOLTON & MENK, INC.

LOWER MINNESOTA RIVER

WATERSHED DISTRICT

By Marcus A Thomas  
Its Senior Principal Engineer  
Date 3/6/2023

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Environmental and Permitting Services Proposal for Vernon Avenue Improvements and Access Road Culvert Replacement Project

February 24, 2023



LOWER MINNESOTA RIVER  
WATERSHED DISTRICT

FOR:

**Linda Loomis**

*District Administrator*

Lower Minnesota River

Watershed District

112 East 5th Street

Suite 102

Chaska, MN 55318

763.545.4659

admin@lowermnrivewd.org



Architecture  
Engineering  
Environmental  
Planning  
ISGInc.com

FROM:

**Julie Blackburn, CFM**

*Environmental Group Leader*

ISG

115 East Hickory Street + Suite 300

Mankato, MN 56001

507.387.6651

Julie.Blackburn@ISGInc.com

**Paul Marston, CFM**

*Environmental Scientist*

ISG

6465 Wayzata Boulevard + Suite 970

St. Louis Park, MN 55426

952.426.0699

Paul.Marston@ISGInc.com



## SERVICES

### Architecture

- Architecture
- Interior Design
- Landscape Architecture
- Planning

### Engineering

- Civil
- Drone
- Electrical
- Land Surveying
- Mechanical
- Municipal
- Refrigeration
- Structural
- Technology
- Telecommunications
- Transportation
- Water/Wastewater
- 3D Scanning

### Environmental

- Assessments + Review
- Geographic Information Systems
- Permitting + Compliance
- Planning + Feasibility
- Testing + Monitoring

### Planning

- Development
- Engagement
- Funding
- Planning
- Project Evaluation

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FEBRUARY 24, 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

“  
We exist to make a  
difference, to make  
tomorrow better  
than today for our  
communities,  
our clients, and  
each other.  
”

ISG Mission

ISG

Linda,

As the Lower Minnesota River Watershed District (LMRWD) prepares to move forward on selecting the consulting team for the Vernon Avenue Improvements and Access Road Culvert Replacement Project, ISG aims to showcase our environmental and permitting services using a listen-first approach, providing support to LMRWD and the project consulting team. By selecting ISG, LMRWD will obtain the following:

## PROACTIVE COMMUNICATION

When it comes to environmental and regulatory permitting, no detail is too small. ISG recognizes the importance of proactive, thorough, and consistent communication with LMRWD, the consulting team, and project stakeholders. As a project manager and environmental lead, Paul Marston, CFM, will provide responsive service throughout the project. The team will also use technology to allow instantaneous online collaboration and open lines of communication.

## AN EFFICIENT WORK PLAN

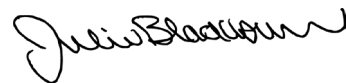
We have clearly outlined each step of our work plan to remove redundancies, while maintaining flexibility. This balanced approach to the work plan is key to achieving your desired schedule. The work plan is further enhanced through accountability at every corner that will be achieved by having a dedicated project team with clearly defined roles. This will provide LMRWD the benefits of a single point of contact for the most efficient collaboration.

## A DEDICATED PARTNER

The ISG team brings passion for protecting the health of the area's water resources. We appreciate ISG's acceptance into the LMRWD engineering pool and are eager to demonstrate our dedication through delivering a project that skillfully solves your challenges. With a pledge to provide focused, results-driven solutions, ISG is ready to be a long-term partner for your success.

We look forward to the opportunity to work with the LMRWD and the consulting team to deliver the high-quality environmental and permitting services that will contribute to this project's success

Sincerely,



**Julie Blackburn, CFM**  
Environmental Practice Group Leader



**Paul Marston, CFM**  
Environmental Scientist

# UNDERSTANDING + APPROACH

## PROJECT OVERVIEW

- Vernon Avenue has deteriorated and requires reconstruction.
- Transportation engineering and environmental services will be needed to complete the design.
- Vernon Avenue is a low traffic volume service roadway used for rail service and dredge site 14.2. The roadway primarily serves construction equipment for dredging operations and operation and maintenance vehicles.
- The roadway pavement is at the end of life due to functional and structural failure. This has resulted in a loss of base support, weathering, raveling, and rutting.
- The entirety of the roadway is located in the floodplain, with the northern portion located in the regulatory floodway.
- The roadway is surrounded by wetlands.

ISG is prepared to:

- Maintain diligent communication with the project team to ensure efficient workflow and communication with all governing agencies throughout the design process.
- Support a project team kickoff meeting to establish communication expectations and clearly define a flow of information across teams.
- Actively participate in regular project team meetings, providing thorough, concise, and timely updates.
- Provide a permitting plan that includes critical dates and timelines, prepare permit applications and supporting materials, conduct pre-submittal and permit review meetings with regulatory agencies, and work with the consulting team to resolve agency concerns and questions.
- Conduct a desktop Level 1 and subsequent field Level 2 wetland delineations, provide the detailed boundary survey to the project team, and submit and coordinate TEP review.
- Conduct a natural heritage assessment and provide consultation services necessary for identified threatened and endangered species.
- Coordinate regularly with engineers on draft road designs to communicate how design decisions may trigger additional permitting requirements.



## SITUATIONAL AWARENESS

In preparing this response, the ISG team dedicated time to reviewing the project details. This included a collaborative team discussion and investigation into the current situation, anticipated project needs, and key considerations. Our approach will include listening to LMRWD to further develop our understanding of the project—ultimately leading to the successful reconstruction of Vernon Avenue.

# WORK PLAN

## WORK PLAN SERVICES + TASKS

### TASK 1: PROJECT INITIATION + DATA COORDINATION

#### Due Diligence

ISG's in-house permitting and environmental team will gather data, conduct research, perform entitlement activities, review regulatory requirements, explore the site topography and zoning, and review the project scope. Using this information, ISG will provide a permit plan package. This plan will provide a detailed road map to use as a reference for the entirety of the permitting process and will allow both LMRWD and the engineer's design team to understand and track requirements from start to finish.

Our permitting and environmental team will make every effort to streamline the process and complete each step in an efficient manner. By storing necessary documents electronically and making use of remote online notarization, signatures can be collected and notarized for submittals quickly and effectively. This will help avoid unnecessary time and expense associated with retrieving and transferring documents.

#### Site Visit + Kickoff Meeting

ISG will support one (1) in-person kickoff meeting with LMRWD project stakeholders and project engineer to verify the project understanding and desired outcomes. This meeting will include identifying project stakeholders, a contact list, and communication protocol.

#### Deliverables

- Permit plan matrix listing the permit and plan reviews needed for the Vernon Avenue Improvements and Access Road Culvert Replacement Project
- Outline of identified needs to prepare each permit, such as fees, surveys, plans, and agency contacts
- Preliminary permit and plan review approval schedule that will anticipate submittal dates, estimate the duration of review time, and guide the entire process from the preapplication meeting to the beginning of construction
- Bi-weekly project coordination meetings with project engineer, LMRWD, and Young Environmental

### Historical Data Collection

ISG will review available existing information pertaining to the proposed project such as, but not limited to:

- Pertinent as-built information
- Previously completed reporting
- Dredged material management plan
- Existing easements
- Recorded digital video logs

### Wetland Delineation (Level 1 + 2)

Upon receiving a notice to proceed from LMRWD, a Level 1 wetland delineation will be completed in-office, without field data, to determine the presence of wetlands and approximate wetland boundaries and types within a specific review area. Available water and wetland resource related desktop information will be gathered as part of this task to allow for a thorough evaluation of the conditions that maybe present within the project area. The results of the Level 1 delineation will be summarized and provided in a memorandum which will be submitted electronically to the local government unit (LGU). Accurate wetland mapping will be used to approximate potential impact boundaries and determine additional delineation or permitting requirements.

Additionally, an on-site Level 2 wetland delineation will be completed in accordance with procedures set forth by the U.S. Army Corps of Engineers (USACE) 1987 Manual and 2010 Midwest Regional Supplement, and all other applicable delineation procedures. The 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 (WCA) Local Governmental Units (LGU) in Minnesota, Version 2.0 (March 4, 2015). The investigation will be conducted by a Certified Wetland Professional and will entail data assemblage, precipitation analysis, field work, report preparation, transportation engineering plan (TEP) submittal, and client representation.

### Threatened + Endangered Species

ISG will complete a natural heritage assessment to determine potential species that may be impacted by the project. Based on the results of the assessment, ISG will consult with Minnesota DNR and U.S. Fish and Wildlife Service (USFWS) agencies to evaluate best approaches to avoid, minimize, and mitigate impacts and work with the consulting team to integrate the appropriate strategies and plan site development schedules to reduce likelihood of impact.

### Deliverables

- Level 1 Wetland Delineation Report
- Level 2 Wetland Delineation Report

### Regulatory Agency Review + Permit Acquisition

ISG will meet with regulatory agencies prior to the development of 30% plans to understand agency concerns and potential restrictions or opportunities that may guide further development of plans. Plans will be reviewed as necessary with permitting authorities to streamline the permit review process. Permitting documents will be prepared based on the 60% plans. After ISG receives comments from the regulatory agencies on the 60% design plans, ISG will review any suggested modifications with LMRWD prior to the completion of the final design plans, including project specifications.

Anticipated permits and approvals include:

- U.S. Army Corps of Engineers
- Minnesota DNR Public Waters
- Minnesota Wetland Conservation Act, including TEP coordination
- City of Savage (led by Young Environmental with ISG providing support)

**LMRWD will be responsible for permit costs.**

### Deliverable

- Approved permit applications

## EXPECTATIONS OF LMRWD STAFF

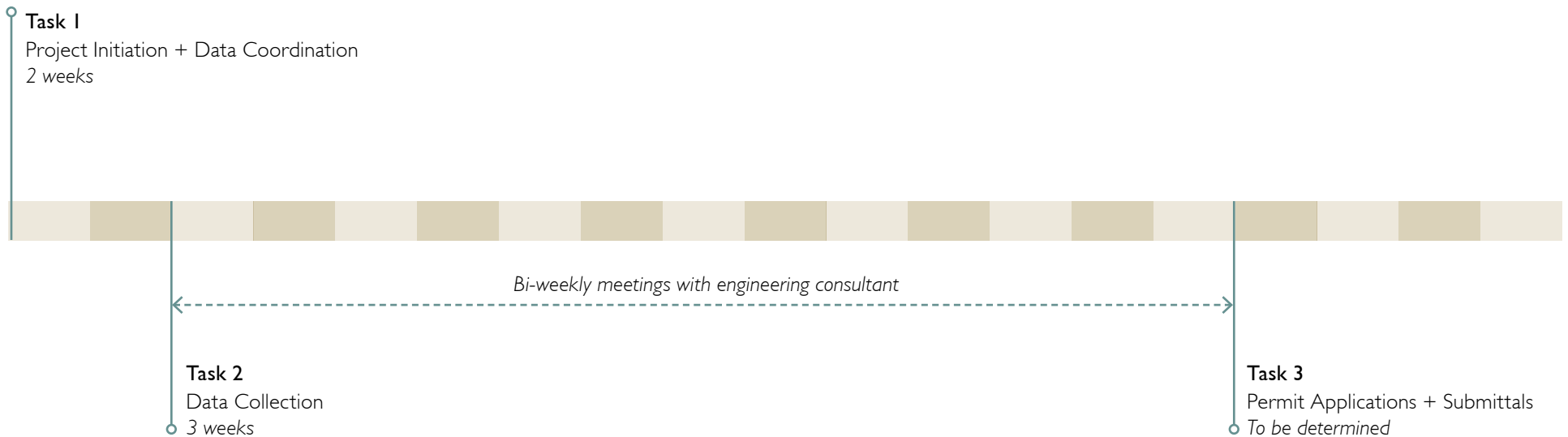
ISG expects the following of LMRWD Staff:

- Upon project kickoff, provide available historical information and background documentation such as easement documentation.
- Participate in discussions with Cargill and other adjacent landowners—meetings will be led by the engineering consultant and attended by ISG.

## PROPOSED SCHEDULE

The schedule includes:

- Bi-weekly coordination with the project's consulting team.
- Completing the Level 2 wetland delineation in the spring when field conditions are appropriate.



### KEY

- Represents 1 week
- Represents 1 week



# TEAM

## KEY PERSONNEL

ISG is committed to the success of this project as demonstrated by the strategic selection of our experience and specialized team to successfully implement the work plan.

### PROJECT MANAGEMENT



**Paul Marston, CFM**  
*Role: Environmental Lead*



**Julie Blackburn, CFM**  
*Role: QA/QC*



**Claire Roth**  
*Role: Permitting*



**Nick McCabe**  
*Role: Wetland Delineation*



**Whitney Behny, PE**  
*Role: Civil Engineering Support*

### SUPPORTING PERSONNEL

## STRENGTHS-BASED CULTURE

At ISG we invest in each team member starting by offering every employee the opportunity to complete the CliftonStrengths assessment. We provide training and awareness tools based on this model to create a productive and understanding workplace. We strive to work together in ways that make the most of our unique skills and preferences.

## ISG CORE VALUES

DYNAMIC.

TOGETHER.

RESPECT.

RESPONSIVE.

EMPATHY.



## Paul Marston, CFM

Environmental Scientist



**ROLE:** Environmental Lead

**CLIFTONSTRENGTHS:** Analytical, Individualization, Includer, Arranger, Developer

Paul applies his technical expertise early on in the environmental review process to identify potential issues and minimize future challenges, ensuring smooth project progress. His wide-ranging experience includes managing an MS4 program, completing no-rise certificates, advising floodplain projects, navigating permitting for water resource design projects with the DNR and USACE, and coordinating watershed planning efforts.

Leveraging this prior experience, Paul uses his familiarity with a breadth of issues to apply the technical tools required to mitigate challenges and successfully complete the work. He also understands the importance of building trusted relationships with stakeholders through early and clear communication with clients, project team members, and regulatory agencies.

### EDUCATION

#### Bachelor of Science in Environmental Science

University of Iowa  
Iowa City, IA

### RELATED EXPERIENCE

#### City of Eagle Lake MS4 Program Management

Eagle Lake, MN

#### Stream Restoration Design + Permitting

Summit, SD

#### University Avenue Grading + Preparation

Cedar Falls, IA

#### Le Sueur River Watershed Plan

Waseca, MN

#### Fountain Lake In-Lake Habitat Development

Albert Lea, MN

## Julie Blackburn, CFM

Environmental Group Leader



**ROLE:** QA/QC

**CLIFTONSTRENGTHS:** Strategic, Learner, Relator, Self-Assurance, Maximizer

Julie leads ISG's Environmental Group, bringing over 25 years of experience facilitating water resource management, including policy, planning, restoration, protection, and implementation programs. Guiding a team of highly skilled scientists and engineers, Julie helps clients evaluate and comply with environmental requirements in order to ensure successful project outcomes.

Managing complex environmental projects for a variety of public and private clients, Julie understands federal and state environmental policy and has led the development of rules and permitting programs at state and local government levels, including working with stakeholder groups and regulating agencies to establish performance standards and enforcement policies.

### EDUCATION

#### Master of Science in Environmental and Forest Biology, and Applied Anthropology

SUNY College of Environmental Science and Forestry  
Syracuse University Maxwell School of Citizenship and Public Affairs  
Syracuse, NY

### RELATED EXPERIENCE

#### North Shore Camping Environmental Assessment Worksheet

Beaver Bay, MN

#### Confidential Mining Client

#### Wetland Impacts Alternatives Analysis, 404 + 401 Permitting

Summit, SD

#### Rum River One Watershed, One Plan

Mille Lacs, MN

#### City of Eagle Lake MS4 Program Management

Eagle Lake, MN

#### W. Lorentz Aggregate Mine Environmental Assessment Worksheet

Martin County, MN

## Claire Roth

*Project Coordinator*



**ROLE:** Permitting

**CLIFTONSTRENGTHS:** Adaptability, Empathy, Developer, Input, Individualization

### KEY EXPERTISE

- Permitting and due diligence
- Scheduling and project development guidance

## Nick McCabe

*Senior Environmental Scientist*



**ROLE:** Wetland Delineation

**MN CERTIFIED WETLAND PROFESSIONAL:** #1218

**CLIFTONSTRENGTHS:** Adaptability, Harmony, Consistency, Includer, Empathy

### KEY EXPERTISE

- Wetland management and environmental compliance
- Federal environmental assessments and alternative urban areawide reviews
- GIS and innovative technologies to streamline inspections and impact studies
- MN Wetland Conservation Act, Section 404 Clean Water Act, and MN Public Water Work permit regulations

## Whitney Behny, PE

*Civil Engineer*



**ROLE:** Project Manager + Transportation Design Lead

**MN LICENSE:** #60768

**CLIFTONSTRENGTHS:** Achiever, Competition, Strategic, Focus, Significance

### KEY EXPERTISE

- Roadway design, traffic control, signing and striping plans, and permit scheduling
- Local agency collaboration and coordination

# COST PROPOSAL

## COMPENSATION

ISG proposes to provide the services outlined in the work plan for compensation as follows:

	Paul Marston, CFM	Julie Blackburn, CFM	Claire Roth	Nick McCabe	Cost Per Task
	<i>Environmental</i>	<i>QA/QC</i>	<i>Permitting</i>	<i>Wetland Delineation</i>	
<b>Task 1: Project Initiation + Data Coordination</b>					<b>\$8,115</b>
Due Diligence	20	2	8		\$3,780
Site Visit + Kickoff Meeting	4	2	1		\$1,015
Bi-Weekly Project Team Meetings	21	2			\$3,320
<b>Task 2: Data Collection</b>					<b>\$6,700</b>
Historical Data Collection	4				\$560
Wetland Delineation (Level 1 + 2)		1		35	\$6,140
<b>Task 3: Permitting + Submittals</b>					<b>\$4,360</b>
Regulatory Agency Review + Permit Acquisition	15	4	20		\$4,360
<b>Total Hours</b>	64	11	29	35	
<b>Hourly Rate</b>	\$140	\$190	\$75	\$170	
<b>Cost Per Person</b>	\$8,960	\$2,090	\$2,175	\$5,950	
				<b>Total</b>	<b>\$19,175</b>

### Reimbursable Expenses

The fees presented in the cost proposal include traditional reimbursable expenses such as travel, mileage, and printing to complete the deliverable work identified in the work plan.

### Assumptions

ISG will be responsible for all field work to complete wetland delineations.

The responsibility to meet LMRWD permit requirements, as stated in Rules B, C, and D, will fall under the project engineer.

ISG assumes that permitting review and time frames listed will be met in a timely matter. If reviewing agencies expand beyond elected time frames, ISG will update the project matrix deliverable and project schedule as necessary.

This proposal includes seven (7), one-hour (1-hour) bi-weekly meetings with one (1) hour for preparation and one (1) hour for following up on meeting items.

ISG assumes that the project engineer will handle coordination with Canadian Pacific Railway and Union Pacific Railroad. If it is determined through this coordination and the proposed engineering design that permitting will be required, ISG can provide permitting services for an additional fee.

---

## ADDITIONAL SERVICES

ISG strives to remain flexible with accommodating the requirements of this project. If requested by LMRWD, ISG is prepared to further support the project through providing the following additional services. ISG will provide a subsequent proposal with further detail for any additional services that are requested.

### **Railroad Permitting**

If the project engineer and railroads determine permitting is required, ISG can provide this service.

### **Tree Inventory Survey**

ISG's certified arborist will conduct a tree inventory and condition assessment within the proposed roadway reconstruction corridor. Significant trees over six inches in diameter, and evergreen trees over six feet in height, will be identified by size, species, visual structural condition, and location. All significant special, damaged, or diseased trees will be tagged in the field and surveyed to develop a tree canopy delineation and location plan.

### **Meetings**

Time and materials will be charged for any additional meetings beyond the seven (7) included in the work plan.

## EXPERTISE

Architecture  
Engineering  
Environmental  
Planning

## WORK

Commercial  
Education  
Food + Industrial  
Government + Cultural  
Healthcare  
Housing  
Mining  
Public Works  
Sports + Recreation  
Telecommunications + Energy  
Transportation  
Water



Des Moines, IA  
Storm Lake, IA  
Waterloo, IA  
Mankato, MN  
Minneapolis/St. Paul, MN  
Rochester, MN  
Sioux Falls, SD  
Green Bay, WI  
La Crosse, WI  
Milwaukee, WI

ISGInc.com

*On January 12, 2017, ISG formally announced its transition of firm ownership to a 100% employee stock ownership plan (ESOP). As a multi-disciplinary firm that started 50+ years ago, ISG has since grown to be a Top 500 Design Firm as recognized by Engineering News-Record (ENR), a Zweig Group Hot Firm, and PSMJ Circle of Excellence recipient, illustrating the progressive increase in talent, expertise, and market share.*





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 15, 2023

### **Agenda Item**

#### **Item 6. F. – 2023 Legislative Action**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

\$2,750,000 was included for the Lower Minnesota River Watershed District in the bonding bill (HF 669) that was approved by the House on March 6, 2023. The bill is awaiting approval in the Senate. A 3/5 majority is needed for approval of capital bonding bills, so this bill may be used by Senate Republicans for leverage to get tax cuts. Some Republicans are pushing to have the funding in the bonding bill paid for by cash from the surplus rather than by bond sales.

Other legislation that is of interest to the LMRWD:

\$8,260,000 has been included in the bonding bill for the City of Shakopee Minnesota Riverbank Stabilization and \$6,000,000 is included under Flood Hazard Mitigation for the City of Carver

HF 820/SF 755 – There is no update since the last report. The bill was introduced and referred to the “Judiciary Finance and Civil Law” Committee in the House. In the Senate it was passed out of the “Environment, Climate, and Legacy” Committee and re-referred to the “Judiciary and Public Safety” Committee.

HF 847/1144 – There is no update since the last report. The bill was introduced and referred to the “Capital Investment” Committee in both the House and the Senate.

HF 2389/SF 2037 – This is a bill for requesting an appropriation to protect the Mississippi River from Invasive Carp. Introduced in the House and referred to “Environment and Natural Resources Finance and Policy” Committee. In the Senate it was referred to the “Environment, Climate and Legacy” Committee.

#### **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, March 15, 2023

### Agenda Item

#### Item 6. H. – LMRWD Projects

#### Prepared By

Linda Loomis, Administrator

#### Summary

On Tuesday, March 7, 2023, Lisa Frenette, Della Young and I met with Eden Prairie City Staff, to discuss how we would assemble the matching funds for the State appropriation that the LMRWD has requested for the riverbank stabilization project at Area #3. Ms. Frenette informed everyone that the request for one half of the estimated cost of the project, \$2,750,000, was included in the bonding bill that was passed by the Minnesota House of Representatives and sent to the Senate. The LMRWD and other partners will have to match the State money, if it is approved by the Senate. Cost already incurred by the LMRWD do not count toward the match.

The City has funds for this project in its Capital Improvement Program. The City is amenable to paying for addressing the stormwater pond that is part of this project but isn't willing to stabilize the riverbank upstream from the pond. The LMRWD will explore options to raise its share of the match and return to the Board with recommendations.

Young Environmental Consulting Group has prepared more detailed information of studies that need to be completed before construction of the project can begin. Agreements for the cultural resource study, the threatened and endangered (T & E) species evaluation and the wetland delineation have been developed and the Board should approve the agreements and authorize the work.

#### Attachments

Technical Memorandum – Area 3 Slope Stabilization Project – Environmental Review and Permitting Update dated March 8, 2023

#### Recommended Action

Motion to approve 106 Group to complete cultural resources survey and authorize execution of an agreement for services subject to review and approval of agreement by LMRWD legal counsel

Motion to approve Barr Engineering Co. to complete wetland delineation and T & E species review and authorize execution of Work Order 2023-01 between the LMRWD and Barr Engineering Co.





Young Environmental  
Consulting Group, LLC

# Technical Memorandum

**To:** Board of Managers  
Lower Minnesota River Watershed District (LMRWD)

**From:** Erica Bock, Water Resource Scientist  
Hannah LeClaire, PE, Project Manager

**Date:** March 8, 2023

**Re:** Area 3 Slope Stabilization Project —Environmental Review and Permitting Update

---

Since the last Board update for the Area 3 Project in January 2023, work has been progressing on the project design. The following memo provides updated information on environmental permitting and review requirements.

Inter-Fluve developed the 60% plans, which were received at the end of January. A 60% design review meeting was held on February 15, 2023. Next phases of the project include completing regulatory permit processes and continuing development of the 90% plans.

## **Cultural Resources**

Young Environmental developed a permitting matrix to determine the regulatory federal and state permitting needs (Attachment 1). Permitting agencies and permit applications occasionally require a Phase 1 Cultural Survey, including but not limited to the US Army Corps of Engineers (USACE) Section 404 and the Joint Application Form for Activities Affecting Water Resources in Minnesota. A Phase 1 Cultural Survey is the first step in the cultural resource compliance process. It includes background research to identify any cultural properties or resources that may be located within the project area. A literature review is used initially to examine what is written and known about an area to determine the necessity of fieldwork.

The City of Eden Prairie (City) has completed previous work near the Area 3 project extents. The project team requested information to gauge their awareness for historic cultural resource reviews in the area. The City stated that the general project area falls within their cultural resources buffer and that some archeological resources have been identified surrounding the project area. We were advised to consider that the area has potential for important archeological resources and that the State Archeologist Office would like to be informed of any work completed in this area due to this sensitivity.

To receive additional professional perspective on the need for a Phase 1 Cultural Resources Survey within the project area, Young Environmental met with 106 Group, a cultural resource consulting firm. The firm had recently worked on a project near Area 3 and discovered multiple archeological and culture sites of interest that required avoidance and mitigation upon project construction and completion. The 106 Group provided a scope of work and cost estimate (Attachment 2) for services including agency coordination as well as archaeology and architectural history literature and desktop review.

#### Agency Coordination Services

Agency coordination consists of creating an initial dialogue with various state and federal agencies, including USACE, Minnesota Indian Affairs Council, Office of State Archaeologist, and consideration of the Private Cemeteries Act (MN Statute 307.08). These agencies have recently faced considerable turnover and are encountering substantial capacity challenges associated with the dramatic increase in work volume due to recent federal infrastructure spending. There are two scenarios in the scope of work surrounding agency coordination. Scenario 1 outlines expectations if navigating agency needs, schedules, and expectations will require very little effort. Scenario 2 represents the level of effort that may be required should the agencies need extra information or support. The cost estimate of agency coordination will range between \$3,500 and \$7,700.

#### Architectural History Review Services

The architectural history review consists of a literature and desktop review to account for all anticipated physical, auditory, vibration, and visual effects to historic properties. It is expected that the necessity of an architectural field survey is highly unlikely. A standalone report will be prepared describing the project methodology, the area of potential effect, literature review results, and recommendations for any additional work. The cost estimate of an architectural history review is \$4,058.

#### Archaeological History Review Services

The archaeology history review consists of a staged approach to archaeological investigations that begins with a literature review and assessment of the project area. Research will be conducted to identify all known archaeological and burial sites that have been previously identified within a one-mile radius of the project area. There is a higher likelihood that an archaeological field survey will need to be completed given the history of the area. This fee has not been included in the current scope of work. A standalone report will be prepared describing the methodology, results, and recommendations. The cost estimate of an archaeology review is \$8,098.

#### Fieldwork Services

Because the extent and necessity of fieldwork is currently unknown, we recommend taking a proactive approach to use the remaining winter months—when fieldwork

cannot be completed—to advance project planning efforts. To initiate the cultural resources study, the total estimated range of costs for all tasks described is **\$15,640 to \$19,840**.

To move forward with the regulatory permitting process and development of 90% plans, Young Environmental recommends contracting with the 106 Group to fulfill the cultural resource needs of the project.

### **Wetland Delineation**

We reviewed the US Fish and Wildlife Service's (USFWS) National Wetlands Inventory (NWI) to determine the presence of potential wetlands within the project area. The Minnesota River was the primary water resource identified within the project limits. Additionally, the NWI indicates the presence of a freshwater forested/shrub wetland within the project area where placement of riprap is proposed. A previous wetland delineation by the City of Eden Prairie from 2009 also confirmed the presence of wetlands within the project area; however, wetland delineations are only valid for five years. Therefore, an updated wetland delineation is required to determine potential wetland impacts and comply with both City and USACE permit requirements. Because spring is anticipated to be an overwhelming time for regulatory agencies, we recommend completing this action as soon as possible so that it does not create potential impacts to project development or construction schedule. See section below for consultant contracting information.

### **Threatened and Endangered Species**

Young Environmental used the USFWS Information for Planning and Consultation (IPaC) tool to determine federally listed threatened or endangered (T&E) species, critical habitat, and other natural resources that may be impacted by the project. We also used the National Heritage Information System (NHIS) to check for additional species. The results from both reviews indicate that there are a total of seven potential T&E species that may be affected by the proposed project.

To move forward with project plans and comply with regulatory permitting processes, Barr Engineering Co. (Barr) was contacted from the consulting pool because of their previous involvement as the geotechnical engineer and familiarity with the Area 3 project. Barr will complete an on-site wetland delineation for the project area and determine whether the proposed project may affect federal, and state listed T&E species. If there are impacts to T&E species, Barr will provide methods to avoid or mitigate effects. It is estimated that the earliest a wetland delineation can begin is early May, but temperature, precipitation, and snow melt will ultimately determine when the field work can begin. Additionally, Barr will provide a wetland delineation report and submit the joint permit application to the local government unit (LGU) for approval.

Barr provided a cost estimate of **\$12,400** and scope of work for the wetland delineation and T&E species review. (Attachment 3).

## **Recommendations**

Because of regulatory permitting requirements across multiple permitting agencies with varying timelines, it is critical to anticipate the needs of these various submittals and the timing at which they are completed. It is expected that once the ground begins to thaw, many of these agencies will be busy with permit submittals. To avoid delays with project plan development, construction schedules, and potential funding dollars, we recommend:

- Board approval of the 106 Group to complete the cultural resources survey; and
- Board approval of Barr Engineering Co. to complete the wetland delineation and T&E species review.

## **Attachments**

Attachment 1 – Area 3 Permitting Matrix

Attachment 2 – Phase 1 Cultural Resources Survey Cost Estimate and Scope of Work

Attachment 3 – Wetland Delineation and T&E Species Cost Estimate and Scope of Work

Attachment 1. Area 3 Environmental Permitting and Review Summary

Agency	Permit/Review	Description	Predecessor Task	Agency Review Timeline	Permit Application Fee	Status
City of Eden Prairie	Land Alteration/Grading Permit	Required for any land disturbing activity of 100 cubic yards or more, including: excavating, grading, scraping, clearing, and grinding of tree stumps, filling or other changes or movement of earth which may result in diversion of a man-made or natural water course or erosion of sediments.	60% Plans	30 Days	125% of the estimated cost of site grading	Need More Information
City of Eden Prairie	Wetland Conservation Act (WCA) Wetland Determination Application	Required to determine the presence of wetlands on a property and regulate wetland alteration activities.	60% Plans	60 Days	\$1,900	Need More Information
City of Eden Prairie	Water Resources Land Alteration	Regulates activities in the floodway district, flood fringe district, or general floodplain district.	60% Plans	60 Days	Unknown	Need More Information
Flood Emergency Management Agency (FEMA)	No Rise Certificate	A "No-Rise" certification simply states that the proposed project meets the requirements of 44 CFR Section 60.3(d)(3) and will not increase flood levels.	90% Plans	30 Days	N/A	Identified
Lower Minnesota River Watershed District	Individual Permit	Regulates activities with land disturbing activities, floodplain and drainage alteration, stormwater management, and development on steep slopes.	60% Plans	90-120 Days	N/A	Identified
Minnesota Department of Natural Resources (MNDNR)	Public Waters Work Permit	Regulates water development activities below the ordinary high-water level in public waters and public waters wetlands.	90% Plans	90-120 Days	\$300-\$3,000	Identified
MNDNR	Natural Heritage Information System (NHIS) Review	Identifies the presence of rare plants and animals, native plant communities, and other rare features.	60% Plans	30 Days	N/A	Identified
Minnesota Environmental Quality Board	Environmental Assessment Worksheet (EAW)	An EAW is a MEPA document required for any project listed under the mandatory EAW categories in 4410.4300 - MN Rules Part.	60% Plans	4-6 months	N/A	Not Applicable
Minnesota Pollution Control Agency (MPCA)	Construction Stormwater General Permit	Required when a project proposes land disturbing activities that are one or more acres.	90% Plans	1 Business Day	\$400	Need More Information
MPCA	401 Water Quality Certification	When a project that will impact a water of the US in Minnesota requires a federal Section 404 permit, the MPCA reviews the project under Section 401 to ensure that it will not violate the more restrictive water quality	60% Plans	45-90 Days	N/A	Identified

Attachment 1. Area 3 Environmental Permitting and Review Summary

		standards that the MPCA has established for that body of water.				
Minnesota State Historic Preservation Office (SHPO) and Tribal Historic Preservation Office	Historical and Archeological Review	Under Section 106 of the National Historic Preservation Act, agencies must work with the SHPO to address historic preservation issues when planning projects or issuing funds or permits that may affect historic properties and archaeological resources listed in or determined eligible for the National Register of Historic Places.	60% Plans	30-45 Days	N/A	Identified
United States Army Corps of Engineers' (USACE)	Section 404 Discharges of Dredged or Fill Material into Waters of the US	Regulates discharges of dredged or fill material into waters of the United States and structures or work in navigable waters of the United States, under section 404 of the Clean Water Act.	60% Plans	45-90 Days	N/A	Identified
USACE	Section 10 Safe Rivers and Harbors Act	Regulates the construction of any structure in or over any navigable waters of the US, the excavation and dredging or deposition of material, or any obstruction or alteration to a navigable water.	60% Plans	45-90 Days	N/A	Identified



## 106GROUP

### Main Office

1295 Bandana Blvd N  
Suite 335  
St Paul MN 55108

### Locations

Boston MA  
Richmond VA  
Washington DC

[106group.com](http://106group.com)

February 24, 2023

Erica Bock  
Water Resources Scientist  
Young Environmental Consulting Group, LLC  
4309 Edinbrook Terrace  
Brooklyn Park, MN 55443

Re: *LMRWD Area 3 Slope Stabilization Project, Eden Prairie, Hennepin County, Minnesota  
Archaeology and Architectural History Literature Review and  
Archaeological Assessment*

Dear Erica:

106 Group is pleased to submit a scope of work for the above-mentioned project. With a project of this nature, your team requires a consultant with sound knowledge of the laws and agency processes, who can reliably and efficiently meet your schedule and budget needs.

### The Right Team to Meet Your Needs

With over 30 years of experience and award-winning projects, our team offers valuable insights informed by the following.

**Strong Relationships with Agencies:** We have both long term and recent experience coordinating with the U.S. Army Corps of Engineers (USACE), Minnesota Indian Affairs Council (MIAC), the Minnesota Office of the State Archaeologist (OSA), the Minnesota State Historic Preservation Office (SHPO), the Minnesota Pollution Control Agency (MPCA), and the Minnesota Department of Natural Resources (MNDNR) on highly sensitive projects.

**Archaeology & Burials Experience:** 106 Group has extensive experience providing efficient, high-quality archaeological services for highly sensitive projects associated with human remains or burial mound sites throughout the state of Minnesota.

**Regulatory Expertise:** 106 Group specializes in leading highly technical cultural resource compliance projects helping clients navigate what can be an overwhelming process. We have completed thousands of archaeology and architectural history projects for federal, state, local, and tribal governments.



## Regulatory Framework

This project anticipates the need for a Section 404 Permit from the USACE and will be required to comply with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, as well as applicable state mandates governing cultural resources such as the Minnesota Field Archaeology Act, Minnesota Historic Sites Act, and Minnesota Private Cemeteries Act.

## Work Plan

Based on the information provided by you on February 7, 2023, we understand the Lower Minnesota River Watershed District (LMRWD) proposes to stabilize the eroding bluff at “Area 3” along the Lower Minnesota River (project area). Area 3 is located along the left bank of the Lower Minnesota River in Eden Prairie. Project activities will include minor tree removal, grading, excavation, filling (riprap replacement), and soil stabilization.

This scope of work will include the following tasks:

## Agency Coordination

Ensuring that the project meets federal Section 106 requirements is the obligation of the USACE. All involved state agencies are similarly obligated to ensure that the project complies with the MN Statutes listed under Chapter 138. Finally, the presence of documented burial sites adjacent to the project area will require consideration of the Private Cemeteries Act (MN Statute 307.08) and coordination with MIAC and OSA.

While the Project is likely already engaged with many of these agencies regarding other considerations, the cultural resources regulations will likely involve separate agency departments and staff and will follow separate trajectories and sequencing. Many of the agencies’ cultural resources staffs have recently experienced considerable turnover, are navigating recent changes in policy, and are expected to face substantial capacity challenges associated with dramatic increases in work volume due to recent federal infrastructure spending and allocation of state budget surpluses.

Because of the many cultural resources regulations that apply, the many agencies obligated to meet those requirements, and the staffing and capacity conditions that those agencies face, strategic and proactive coordination efforts are the best

means by which to minimize the otherwise high risk of Project delays and associated budget impacts.

Unfortunately, because of the same variables, it is difficult to accurately anticipate the level of effort associated with that coordination. So below we have presented two scenarios: Scenario 1 outlines our expectations assuming that the navigating agency needs, schedules, and expectations will require very little effort. Scenario 2 represents the level of effort that may be required should the agencies need extra information or support.

- **Scenario 1** – lower level of effort:
  - 106 Group will package Project information into two separate notification letters in PDF format introducing the project (including relevant maps/construction drawing), the proposed approach, proposed schedule, and detail assumptions (for example, that USACE will be responsible for all federally required tribal consultation, and that all subsequent state coordination will be conducted through OSA and SHPO).
  - One letter will be tailored to the state-level, Chapter 138 cultural resource requirements and will be address to the appropriate contacts at all involved state agencies. In this scenario, it is assumed that this effort will require at least 5 person-hours.
  - A second letter will be similar in format and content, but tailored to federal Section 106 requires and will be sent to the appropriate contact at USACE. In this scenario, it is assumed that this task will require no at least an additional 3 person hours.
  - 106 Group will reach out to MIAC and OSA regarding any concerns they have about the Project with regards to the Private Cemeteries Act and to assess the approach they would prefer to take to resolve those concerns. It is anticipated that this coordination will take place over email and phone calls and will require at least 4 person hours.
  - It is assumed that this scenario would at least 2 person hours of update emails and strategy calls between 106 Group and Young Environmental.
  - It is assumed that project management, project startup, data/project information gathering, internal strategy, and quality control will require at least 9 person hours.

- **Scenario 2** – upper level of effort:
  - Like Scenario 1 above, the initial effort will involve notification of all agencies. However, in this second scenario, agencies facing staffing and capacity challenges will need additional support.
  - State level coordination may require follow up calls/emails/virtual meetings with different staff personnel at each agency and/or arranging a meeting(s) for contacts from different agencies. It is assumed that this extra effort could require up to an additional 10 person-hours.
  - USACE may need similar follow up and clarification efforts to minimize risk of project delay. However, given that this is a single agency it is assumed that this will require no more than 3 additional person hours.
  - Addressing Private Cemeteries Act concerns may require additional follow up, document prep, calls/meetings, and potentially a brief site visit with agency representatives. This could require up to an additional 8 person hours.
  - Any increase in the level of effort associated with agency coordination at any of these levels will require additional updates and strategy conversations between 106 Group and Young Environmental. It is assumed that this increased effort could account for up to 5 additional person hours.

The actual costs associated with this task are entirely dependent on the responses of the agencies and so cannot be precisely identified in advance. However, given the two scenarios presented above we can reasonably assume that the costs will range between **\$3,500 and \$7,700**.

In the interest of maximizing flexibility to respond in a timely manner to Project or agency needs without introducing delays associated with processing an amendment, the total cost represented below reflects the upper end of this suggested range (assumptions reflected in Scenario 2 above).

All of the factors that would potentially lead toward Scenario 2 versus Scenario 1 become more consequential as we get nearer to the archaeological field season. Therefore, we recommend initiating this stage as soon as possible. This task will be executed concurrently with the following two in the interest of having all

efforts complete or nearly complete by the beginning of the field season so that any necessary fieldwork components can be addressed without further delay.

## Archaeology

- Because the extent of archaeological fieldwork, if any is necessary, is unknown, we propose a staged approach to archaeological investigations, beginning with an archaeology literature review and archaeological assessment of the entire project area. This staged approach will maximize your schedule over the winter months when fieldwork cannot be conducted, offers budget efficiency, and will assist with project planning efforts.
- We will recommend an appropriate Area of Potential Effects (APE) for archaeology. We assume the archaeology APE will be the same as the project area.
- Research will be conducted at the State Historic Preservation Office (SHPO) and Office of the State Archaeologist (OSA) to identify all known precontact and post-contact archaeological and burial sites that have been previously identified within a one-mile radius of the project area. The one-mile radius aids in understanding the archaeological and historical contexts that may apply.
- Desktop research will also be conducted to locate historical maps, aerial photographs, local histories, review of project plans and soils data within the project area.
- Based on review and analysis of the data gathered during the archaeological literature review, the study area will be assessed to identify areas of low or moderate-to-high potential to contain precontact or post-contact archaeological sites or burials.
- A standalone report will be prepared describing archaeological methodology, results, and recommendations. One copy of the draft report will be prepared for review in electronic format. It is assumed that no more than one round of review will be required. Following revisions, a final copy of the report will be provided in electronic format for distribution to appropriate review agencies.

## Architectural History

- An architectural history APE will be developed for this project. An appropriate APE for architectural history will account for all anticipated physical, auditory, vibration, and visual effects to historic properties.

- Research will be conducted remotely at SHPO to identify all known architectural history properties that have been previously inventoried, determined eligible, or listed in the National Register of Historic Places (NRHP), and reports of architectural history surveys previously conducted within the APE will also be reviewed.
- Aerial photographs and County parcel data will also be reviewed to confirm build dates for any architectural history structures located within the recommended APE, in order to determine if any additional tasks may be required to comply with state and federal cultural resources laws.
- A standalone architectural history report will be prepared describing project methodology, the APE, literature review results, and recommendations for any additional work. One copy of the draft report will be prepared for review in electronic format. It is assumed that no more than one round of review will be required. Following revisions, a final copy of the report will be provided in electronic format for distribution to appropriate review agencies.

#### Assumptions

- This scope of work does not include any archaeological or architectural history field survey. Should fieldwork be determined necessary as a result of this stage of work or subsequent coordination, 106 Group has the capacity to assist with such tasks and a cost estimate can be provided.

We request that you provide the following:

- An electronic map of the project boundaries in GIS shapefile format;
- Any previous agency communication; and
- Any other pertinent project data in electronic format.

#### Cost & Schedule

106 Group can complete the tasks described above for an amount not to exceed **\$19,850<sup>1</sup>** as represented in the table below. As mentioned above, this reflects the higher potential costs associated with agency coordination in order to maximize our ability to respond quickly as things progress on that task. Should that or any task require less effort than anticipated, the associated billed costs would be reduced accordingly.

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<sup>1</sup> The price quoted in this proposal is guaranteed for sixty (60) days from the date of submission. If more than sixty days elapse between submission and acceptance of this proposal, 106 Group reserves the right to make appropriate adjustments to the price.

We can begin these tasks immediately upon receipt of an executed agreement. The efforts listed under the Archaeology and Architectural History tasks can be completed within 4 to 6 weeks.

As mentioned above, the risk of delays associated with agency coordination (before and after the completion of the Archaeology and Architectural History tasks) rises substantially as we approach the field season and agency capacity is further strained. Like costs, the Agency Coordination schedule is dependent on the agencies themselves. Each agency serving in a review capacity is likely to require minimally thirty days. So the efforts described in the Agency Coordination task are designed to a) minimize how many agencies are involved in cultural resources review and b) arrange schedules so that as many reviews as possible are concurrent rather than consecutive.

TASK	COST
Agency Coordination	<b>\$7,694*</b>
Scenario 1	\$3,484
Scenario 2	\$7,694
Archaeology	<b>\$8,098</b>
Architectural History	<b>\$4,058</b>
<b>Total</b>	<b><u>\$19,850</u></b>

\*assuming Scenario 2 for flexibility

We appreciate this opportunity to work with you on this project. If you have any questions or require further information, please do not hesitate to contact me via email at [MeredithAnderson@106group.com](mailto:MeredithAnderson@106group.com) or phone at 651-403-8710.

Sincerely,  
106 GROUP LTD.



Meredith Anderson, RPA  
Sr. Cultural Resource Specialist



# ESTIMATED COSTS

## LMRWD Area 3 Slope Stabilization Project

Page 1 of 1

Submitted to

Young Environmental Consulting Group, LLC

February 24, 2023

<b>Agency Coordination</b>	<i>Rate</i>		<i>Hrs.</i>	<i>Total</i>
Professional 7	\$188.00	x	15.0	\$2,820
Professional 5	\$148.00	x	28.0	\$4,144
Professional 4	\$125.00	x	5.0	\$625
Professional 3	\$104.00	x	1.0	\$104
Total Labor:			49.0	\$7,693
			Expenses:	\$0
			Subcontractors:	\$0
<b>Total for Agency Coordination:</b>				<b>\$7,694</b>

<b>Archaeology</b>	<i>Rate</i>		<i>Hrs.</i>	<i>Total</i>
Professional 7	\$188.00	x	6.0	\$1,128
Professional 5	\$148.00	x	35.0	\$5,180
Professional 4	\$125.00	x	6.0	\$750
Professional 3	\$104.00	x	10.0	\$1,040
Total Labor:			57.0	\$8,098
			Expenses:	\$0
			Subcontractors:	\$0
<b>Total for Archaeology:</b>				<b>\$8,098</b>

<b>Architectural History</b>	<i>Rate</i>		<i>Hrs.</i>	<i>Total</i>
Professional 7	\$188.00	x	2.0	\$376
Professional 5	\$148.00	x	20.0	\$2,960
Professional 4	\$125.00	x	3.0	\$375
Professional 3	\$104.00	x	3.0	\$312
Total Labor:			28.0	\$4,023
			Expenses:	\$35
			Subcontractors:	\$0
<b>Total for Architectural History:</b>				<b>\$4,058</b>

**Total: 134.0 \$19,850**



# **WORK ORDER FORM FOR CONSULTANT AGREEMENT WORK ORDER 2023-01**

This Work Order is entered into and authorized this 20<sup>th</sup> day of March 2023, by and between **Lower Minnesota River Watershed District** (hereinafter called LMRWD) and **Barr Engineering Co.** (hereinafter called Barr).

The parties agree that the Barr shall perform the following Services in accordance with the terms of the Agreement dated July 20, 2022:

## **1. Scope of Services for the Area 3 Wetland Delineation and Threatened and Endangered Species Review:**

Work Order 2023-01 is for technical services related to LMRWD's Minnesota River Area 3: Wetland Delineation and Threatened and Endangered (T&E) Species Review in Eden Prairie. The tasks below are based on Inter-Fluve's *Minnesota River Area 3 Bluff Toe Stabilization and Stormwater Pond Grading 60% Design, Proposed Conditions and Grading* plan (sheet 5 of 17, dated 1/27/2023). The tasks include performing the analyses within the Limit of Disturbance (LOD) extents shown on the plan sheet.

### **Objective 1. Wetland Delineation**

Tasks for this objective:

- Complete a field wetland delineation within the LOD (as shown on plan sheet), which includes the proposed construction area and site access route.
- Compile and review the wetland delineation field data and develop a comprehensive report
- Develop the joint permit application for wetland boundary and type approval.
- Submit the wetland delineation report and joint permit application to the Local Government Unit (LGU) (the City of Eden Prairie) for approval.
- Meet with the Technical Evaluation Panel (TEP) in the field to review wetland boundaries.
- Coordinate with the LGU to gain approval of wetland boundaries.

*Schedule:* Field wetland delineation will be completed during the growing season and when the Minnesota River's water surface elevations are below the top of bank to ensure areas within the LOD can be delineated and to ensure staff safety. Within 4 weeks after the completion of the field wetland delineation, the wetland delineation report and joint permit application will be submitted to the LGU for approval. The review process by the LGU and TEP typically takes 4 weeks. The earliest work can likely begin is early May, but air temperature, precipitation, and snow melt, along with evidence that plants are actively growing, will determine when Barr can perform the field work.

*Deliverables:* Wetland Delineation Report, Joint Permit Application

*Cost estimate:* \$9,600 (see attached table for staff hours, billing rates and costs for each task; actual hours and staff may vary slightly)

*Assumptions:* Young Environmental or LMRWD will obtain all necessary landowner permissions for field work.

**Objective 2. Threatened and Endangered Species Review**

Tasks for this objective:

- Submitt a Natural Heritage Information System (NHIS) request to the MDNR to identify any concerns within the LOD.
- Review the United States Fish & Wildlife Services' (USFWS) Information for Planning and Consultation (IPaC) system to identify federally listed species known to occur near the LOD.
- Prepare a memo summarizing the results of the NHIS request and the USFWS IPaC results.

*Schedule:* As soon as possible after approval of this work scope, Barr will submit a NHIS request to the MDNR to allow for MDNR's response time of approximately 4-6 months, depending on MDNR staff availability. We will prepare a memo within two weeks after receiving a response from the MDNR.

*Deliverables:* Memo summarizing the results of the NHIS request and the USFWS IPaC results.

*Cost estimate:* \$2,800 (see attached table for staff hours, billing rates and costs for each task; actual hours and staff may vary slightly)

*Assumptions:* The project will avoid state-listed and federally-listed species through implementation of best management practices. The project will not require species-specific surveys or an incidental "take" permit for adverse impacts to state or federally listed species.

**2. Compensation:**

The basis of compensation for the above Services shall be the hourly rate per the Barr's rate sheet, plus expenses, subject to a not-to-exceed cap of \$12,400 without further authorization.

**3. 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: Barr Engineering Co.**

By: \_\_\_\_\_

By: Karen L. Chandler

Name: Linda Loomis

Name: Karen Chandler

Title: Administrator

Title: Vice President



Project Name: Area 3 Wetland Delineation and T&E Review  
 Client Name: Lower Minnesota River Watershed District  
 Date: 3/7/2023  
 Approved by: KLC

Name (Last, First)	Chandler, Karen	Turpin-Nagel, Katelyn	Theroux, Brent	Conley, Tyler	Danzl, Matthew					
Billing Rate	\$ 200.00	\$ 145.00	\$ 195.00	\$ 130.00	\$ 135.00	Subtotal	Subtotal Costs	Expenses	Sub Contractors	Project Total
Project Role	Vice President	Project Manager	Geotechnical Engineer	Environmental Scientist	Senior Ecologist	Hours	Subtotal Costs	Expenses	Sub Contractors	Project Total
<b>1. Wetland Delineation</b>										
Field Wetland Delineation	2.0	2.0	1.0	10.0	10.0	25.0	\$ 3,535.00	\$ 160.00	\$ -	\$ 3,695.00
Wetland Delineation Data Review and Report Development	4.0	4.0		2.0	16.0	26.0	\$ 3,800.00			\$ 3,800.00
Develop joint permit application				2.0	2.0	4.0	\$ 530.00			\$ 530.00
LGU coordination and TEP field visit	1.0	1.0		2.0	6.0	10.0	\$ 1,415.00	\$ 160.00		\$ 1,575.00
<b>Subtotal</b>	7.0	7.0	1.0	16.0	34.0	65.0	\$ 9,280.00	\$ 320.00	\$ -	\$ 9,600.00
<b>2. Threatened and Endangered Species Review</b>										
NHIS request to DNR and review data					5.0	5.0	\$ 675.00			\$ 675.00
USFW IPaC Federally listed species review					2.0	2.0	\$ 270.00			\$ 270.00
T&E Memorandum Development	3.0	3.0			6.0	12.0	\$ 1,845.00			\$ 1,845.00
<b>Subtotal</b>	3.0	3.0	0.0	0.0	13.0	19.0	\$ 2,790.00	\$ -	\$ -	\$ 2,790.00
<b>Project Total</b>	10.0	10.0	1.0	16.0	47.0	84.0	\$ 12,070.00	\$ 320.00	\$ -	\$ 12,390.00

<b>Assumptions:</b>	Task 1: Young Environmental or LMRWD will obtain all necessary landowner permissions for field work
	Task 2: The project will avoid state-listed and federally-listed species through implementation of best management practices. The project will not require species-specific surveys or a "take" permit.
	Expense includes: vehicle milage, GPS unit rental, and BioApp use.



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 15, 2023

### Agenda Item

#### Item 6. I. – Permits & Projects

#### Prepared By

Linda Loomis, Administrator

#### Summary

##### i. Permit Renewals

Several permits are closing in on their one-year permit expiration date. Young Environmental Consulting Group, on behalf of the LMRWD, has contacted permit holders to inquire after the status of the project. There are two projects that have requested extension. Projects are listed in Table 1 of the Technical Memorandum – March 2023 Permit Renewal Requests dated March 8, 2023.

#### Attachments

Technical Memorandum – March 2023 Permit Renewal Requests dated March 8, 2023

#### Recommended Action

Motion to extend all permits listed in Table 1 of Technical Memorandum – March 2023 Permit Renewal Requests dated March 8, 2023.

##### ii. Burnsville Sanitary Landfill Expansion (LMRWD No. 2022-040)

At the August 17, 2022, meeting of the Lower Minnesota River Board of Managers, Mr. Michael Miller, Senior District Manager/Special Projects for Waste Management, introduced the Burnsville Sanitary Landfill Expansion to the Board. Since that time, the LMRWD has received an application for a permit from the LMRWD for the project. A permit from the LMRWD is required because the City of Burnsville does not have an LGU permit from the LMRWD. The project also impacts the Minnesota River floodplain. Young Environmental Consulting Group, on behalf of the LMRWD, has reviewed the required documentation and held several meetings with representatives of Waste Management.

Details of the review are attached in a Technical Memorandum from Young Environmental.

#### Attachments

Technical Memorandum – Burnsville Sanitary Landfill Expansion (LMRWD No. 2022-040) dated March 8, 2023

#### Recommended Action

Motion to conditionally approve contingent upon receipt of a copy of the NPDES construction stormwater permit; name and contact information for the contractor(s); documentation of approval from the City of

Burnsville, including Wetland Conservation Act Permit Amendment; Copy of approved permit from the US Army Corps of Engineers; Copy of approved MPCA Solid Waste Facility permit; Copy of approved MnDNR permit; and final construction plans signed by a professional engineer.

**iii. Permit Program Summary**

A Summary of all the open LMRWD permits is attached.

**iv. 535 Lakota Lane, Chanhassen – work without a permit**

There has been not communication from the landowner since February 6, 2023. LMRWD staff is working to schedule a meeting with Chanhassen city officials. Any communication from the LMRWD to the landowner as a result of meeting with the City will be reviewed by legal counsel before they are sent, to ensure that it is consistent with the current enforcement litigation.

**Attachments**

No attachments

**Recommended Action**

No action recommend – Legal Counsel will be available at the meeting to advise.



# Technical Memorandum

**To:** Linda Loomis, Administrator  
Lower Minnesota River Watershed District

**From:** Erica Bock  
Hannah LeClaire, PE

**Date:** March 8, 2023

**Re:** March 2023 Permit Renewal Requests

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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 March 2023 LMRWD permit renewal request.*

LMRWD No.	Project Name	City	Previous Expiration	Recommended Expiration Date
2022-002	CenterPoint Energy 2022 MBL Nicollet River Crossing	Burnsville	04/25/2023	10/31/2023
<u>Reason for Extension:</u> Final site stabilization expected during growing season of 2023				

2020-135	Canterbury Crossing	Shakopee	04/20/2023	04/20/2024
<u>Reason for Extension:</u> Construction and stabilization is still in progress				

**Recommendation**

Staff recommends renewing the permits provided in Table 1.



# Technical Memorandum

**To:** Linda Loomis, Administrator  
Lower Minnesota River Watershed District

**From:** Erica Bock, Water Resources Scientist  
Hannah LeClaire, PE

**Date:** March 8, 2023

**Re:** Burnsville Sanitary Landfill Expansion | No. 2022-040

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Burnsville Sanitary Landfill, Inc. (BSL) has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD) to expand its mixed municipal solid waste disposal facility (Facility) by 23.6 million cubic yards and raise the top elevation of the landfill by 260 feet. The Facility is located at 2650 Cliff Road West, Burnsville, Minnesota, and within the LMRWD. The applicant's engineer, Carlson McCain, submitted the permit application, associated application exhibits, and site plans for the Burnsville Sanitary Landfill Expansion project.

The current Facility consists of 177 acres of developed land disposal areas, with an additional approximately 39 undeveloped acres that are permitted for land disposal. The project proposes to reconfigure the levee on the north side of the Facility and add approximately 27 undeveloped acres as part of the Annex Development Area (ADA). This reduces the overall size of the Facility from 216 acres to 204 acres (Figure 1). All existing disposal areas (lined<sup>1</sup> and unlined<sup>2</sup>) have been previously covered<sup>3</sup>. Going forward, all unlined areas that will accept new waste will be lined in accordance with federal and state regulations.

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<sup>1</sup> Lined areas consist of two-foot thick compacted clay liner overlain by a 60-mil-thick high density polyethylene geomembrane.

<sup>2</sup> Unlined areas predate the Resource Conservation and Recovery Act Subtitle D liner requirements for landfills.

<sup>3</sup> "Covered" in this context means that the waste has been covered by engineered, impermeable soil and vegetation.



In addition to reconfiguring the permitted waste limits, BSL will construct three new stormwater ponds to manage stormwater runoff. The project is not located within the High Value Resource Area or Steep Slopes Overlay District, but it is located within the Minnesota River floodplain. The applicant proposes to begin construction in the fall of 2023. A previous review of the Draft BSL Environmental Impact Statement (EIS) was completed in July 2021 (Attachment 1). From the review, it was determined that the project triggered LMRWD Rule B – Erosion and Sediment Control, Rule C – Floodplain and Drainage Alteration, and Rule D – Stormwater Management. Because the City of Burnsville (City) does not have its LMRWD municipal permit, this project requires an LMRWD individual permit.

## Summary

**Project Name:** Burnsville Sanitary Landfill Annex Development Area Permit Modification

**Purpose:** Reconfigure the existing permitted waste limits at the landfill and increase the capacity through vertical expansion

<b><u>Project Size:</u></b>	<b>Existing</b>	<b>Proposed</b>	<b>Change</b>
Area Disturbed	-	204 acres	-
Total Impervious	1.19 acres	2.69 acres	+1.5 acres
Total Semi-Pervious	213.44 acres	209.89 acres	-3.55 acres

**Location:** 2650 Cliff Road West  
Burnsville, MN 55337

**LMRWD Rules:** Rule B – Erosion and Sediment Control  
Rule C – Floodplain and Drainage Alteration  
Rule D – Stormwater Management

**Recommended Board Action:** Conditional approval

## Discussion

The LMRWD received the following documents for review:

- LMRWD online permit application, received November 21, 2022
- LMRWD Application Exhibits for Burnsville Sanitary Landfill by Carlson McCain,

dated November 18, 2022, received November 21, 2022

- HEC-RAS model by Carlson McCain, received November 22, 2022, revised February 7, 2023, received February 9, 2023
- Permit application fee of \$1,500, received December 13, 2022
- Response to LMRWD comments, by Carlson McCain, dated December 21, 2022, received December 21, 2022
- Stormwater pond management agreement between Burnsville Sanitary Landfill and the City of Burnsville, dated October 30, 2006, received December 21, 2022
- Revised Appendix C Stormwater, by Carlson McCain, dated January 17, 2023, received January 18, 2022
- Minimal Impact Design Standards (MIDS) Summary, by Carlson McCain, dated January 17, 2023, received January 18, 2023
- Topography of existing stormwater ponds by Carlson McCain, dated February 7, 2023, received February 9, 2023

The application was deemed complete on February 15, 2023, and the documents received provide the minimum information necessary for permit review.

#### Rule B – Erosion and Sediment Control

The LMRWD regulates land-disturbing activities that affect **one acre** or more under Rule B. The proposed project would disturb approximately **204 acres** within the LMRWD boundary. The applicant has provided an erosion and sediment control plan and a Stormwater Pollution Prevention Plan (SWPPP). The project generally complies with Rule B, but a copy of the National Pollutant Discharge Elimination System (NPDES) construction stormwater permit and contact information for the contractor are needed before the LMRWD can issue a permit.

#### Rule C – Floodplain and Drainage Alteration

The LMRWD requires the applicant provide documentation that the proposed floodplain fill will not cause an increase in 100-year water surface elevations. The project is located within the Minnesota River 100-year floodplain, as seen on the Flood Insurance Rate Map (FIRM) Panel 27053C0462F, effective November 4, 2016, and in Figure 2. The project proposes **23,800 cubic yards of cut** and **437,700 cubic yards of fill** within the floodplain and no compensatory storage. The proposed conditions relocate the existing levee further back from the Minnesota River and will occupy approximately **11,743 cubic yards** less volume than what the existing levee occupies. The landfill expansion will occur in the ineffective area of the floodplain. An ineffective area of the floodplain is used to describe areas of a cross section where flow is not being conveyed, therefore development within ineffective areas have little to no effect on conveyance and resulting water surface elevations.

According to the application submitted by Carlson McCain, “existing conditions” are

defined as the existing topographic condition of the Facility at the time of the application. The proposed conditions were modeled as the proposed final footprint of the landfill. These conditions are shown in Figure 3 on a cross section from the HEC-RAS model. The submitted HEC-RAS model shows the changes in the floodplain between the existing and proposed conditions of the project below the 100-year water surface elevation and shows no change in the 100-year water surface elevation, meeting the minimum requirements of Rule C.

Rule D – Stormwater Management

The project proposes a total of **212.58 acres of impervious and semi-pervious surfaces**, including 27 acres that have not yet been developed. A new liner system is proposed for the lined and unlined portions of the landfill. Although the proposed final cover and liner system is considered semi-impervious by the LMRWD, stormwater management will still be required to manage discharge rates and protect water quality of downstream receiving waters.

During past reviews, the LMRWD recommended that the applicant use a modified Soil Conservation Service (SCS) curve number for stormwater calculations that account for the maximum water retention available within the final cover system as well as the final landfill slopes. The applicant calculated an appropriate **curve number of 65** for the semi-pervious areas; however, because the applicant had previously built and submitted their HydroCAD model for the EIS, they maintained their more conservative estimate of **71 for all semi-pervious areas**. The entire site drains to seven stormwater best management practices (BMPs) (four existing, three proposed) around the perimeter of the facility and ultimately discharges to the same waterbody, the Minnesota River (Figure 4).

Section 5.4.1 of Rule D requires applicants demonstrate no increase in the proposed runoff rates compared to existing conditions.

*Table 1. Burnsville Sanitary Landfill Runoff Rate Summary*

Rainfall Event (24-hour depth)	Existing (cfs)	Proposed (cfs)
2-year (2.83")	62.94	24.62
10-year (4.21")	167.38	70.42
100-year (7.44")	558.06	501.67

The reported runoff rates show a decrease from existing conditions for the 2-, 10-, and 100-year events, meeting the rate control requirements of Rule D. A summary of runoff at each of the seven BMPs is shown in Attachment 2.

Section 5.4.2 of Rule D requires projects to retain 1 inch of runoff from the new and fully reconstructed impervious areas. There are **212.58 acres** of proposed impervious and semi-pervious area. Therefore, the project must provide **771,665 cubic feet** of volume retention to meet Rule D requirements. Infiltration is not allowed on-site because it could mobilize high levels of contaminants in the soil or groundwater. The applicant proposes to use five stormwater sedimentation ponds (two existing, three proposed) around the perimeter of the landfill for volume control to meet Rule D requirements. The sedimentation ponds include a combination of permanent (dead) storage and extended detention storage above the permanent pool to provide additional water quality or rate control (live storage).

*Table 2. Burnsville Sanitary Landfill Volume Control Summary*

<b>BMP</b>	<b>Volume (CF) – Live Storage</b>
Proposed North Pond	338,370
Proposed Northwest Pond	267,058
Proposed West Pond	263,501
Existing Southwest Pond	146,273
Existing Southeast Pond	102,424
<b>Total</b>	<b>1,117,626</b>

The project's volume control has been achieved through live storage in the proposed and existing sedimentation ponds, and the project complies with Rule D volume requirements.

Section 5.4.3 of Rule D requires a no net increase in total phosphorus (TP) or total suspended solids (TSS) to receiving waterbodies when compared to existing conditions. The applicant proposed using the same five stormwater sedimentation ponds to meet the water quality requirements of the LMRWD. Water quality calculations were completed using a MIDS model and the supporting documentation was submitted.

*Table 3. Burnsville Sanitary Landfill Water Quality Summary*

	<b>TP (lb/yr)</b>	<b>TSS (lb/yr)</b>
Existing	326.91	129,372.2
Proposed	315.33	124,788.6
Difference	11.58	4,583.6
% Reduction	4%	4%

As presented, the pollutant load would be reduced for both TP and TSS, meaning the project meets the water quality requirements established under Rule D.

### Additional Considerations

After review of the permit application materials, final supplemental EIS, and EIS Record of Decision, there are other resources of concern that should be taken into consideration when completing this project. To modify the levee as part of the proposed conditions, LMRWD recommends continued and early coordination with the Federal Emergency Management Agency (FEMA) and Minnesota DNR (MnDNR). The LMRWD is requesting a copy of the Letter of Map Revision (LOMR) when it is approved. Potential impacts to groundwater and other natural resources in the area should be acknowledged, mitigated, and avoided. The supplemental EIS addresses many of the potential environmental impacts and was reviewed thoroughly by project stakeholders (including the LMRWD). The Final EIS was approved on March 2, 2022.

During the Burnsville Planning Commission meeting on August 8, 2022, a representative from the Minnesota Pollution Control Agency (MPCA) spoke about groundwater monitoring given the landfill's proximity to Kraemer Lake and the Minnesota River. There are groundwater monitoring wells that surround the Facility and are sampled twice a year. Those samples are submitted to the MPCA for annual review and there have been no groundwater issues detected to date. The MPCA has currently approved a Solid Waste Facility permit that would allow for an expansion of the landfill's disposal capacity and regulation of waste disposal activities for the next 10 years. However, as conditions change, the MPCA permit can also change. Modifications can be made to the MPCA permit at any time to address problems that may arise. If there are contaminants detected in the groundwater, the MPCA permit requires corrective action. The LMRWD is requesting a copy of the MPCA Solid Waste Facility permit.

### **Recommendations**

Based on review of the project, we recommend conditional approval contingent on the receipt of the following:

- Copy of the NPDES construction stormwater permit
- Contact information for the contractor(s)
- Documentation of approval from the City of Burnsville, including Wetland Conservation Act Permit Amendment
- Copy of approved permit from US Army Corps of Engineers (USACE)
- Copy of approved MPCA Solid Waste Facility permit
- Copy of approved MnDNR permit
- Final construction plans signed by a professional engineer

Because a LOMR application will not be submitted until after the levee is reconstructed, LMRWD will request a copy of the approved LOMR from FEMA when it is available.

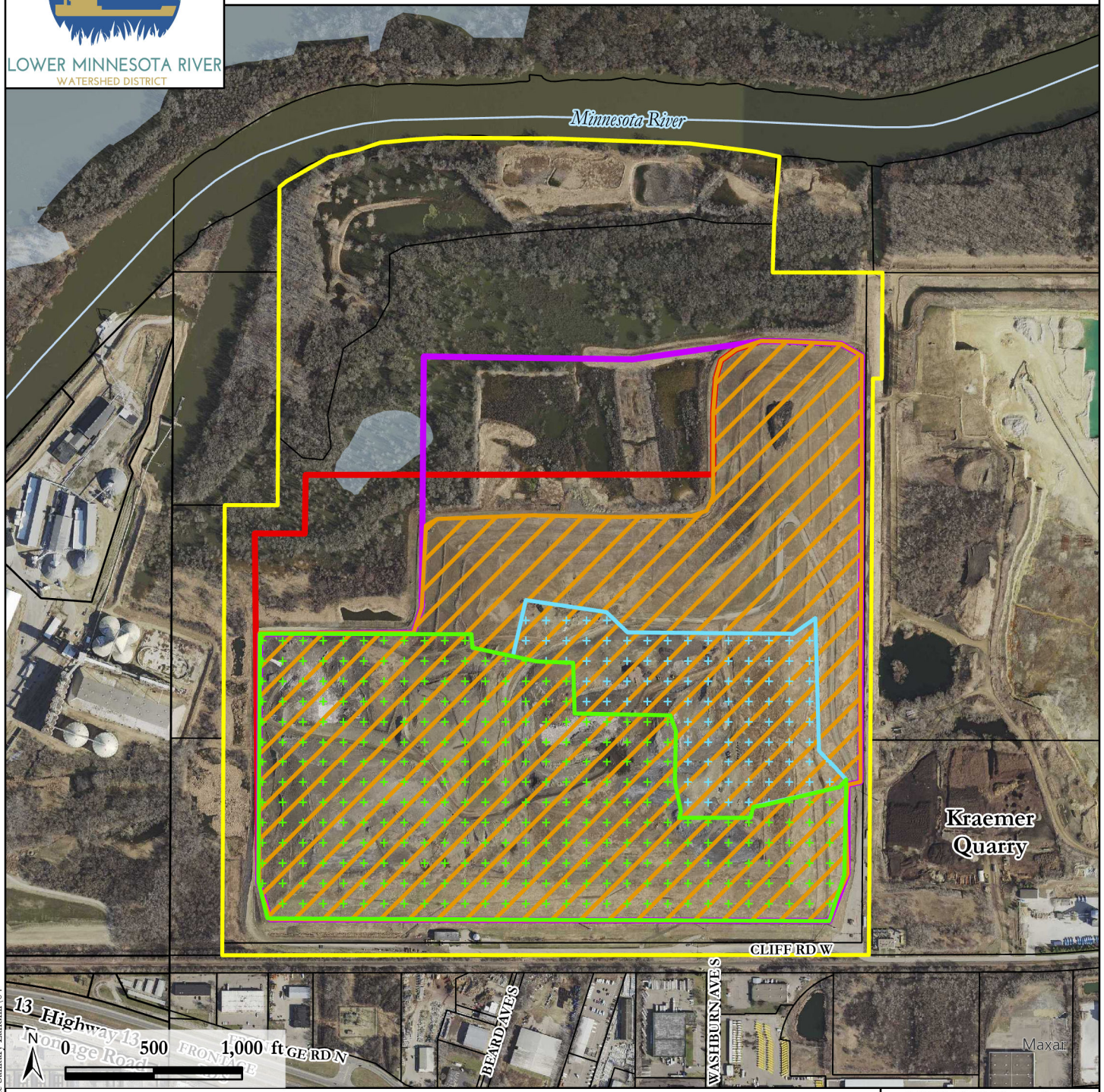
## Attachments

- Figure 1—Burnsville Sanitary Landfill Project Location Map
- Figure 2—Burnsville Sanitary Landfill Floodplain Map
- Figure 3—HEC-RAS Cross Section
- Figure 4—Burnsville Sanitary Landfill Stormwater Management
- Attachment 1 – Burnsville Sanitary Landfill Expansion Environmental Impact Statement Review
- Attachment 2 – Runoff Rate Summary





Figure I: Burnsville Sanitary Landfill Project Location  
LMRWD No. 2022-040



Projects \LMRWD \Project Reviews \02 In Process \Burnsville Sanitary Landfill \04

**Legend**

- Project Location
- Existing Waste Limits
- Lined Disposal Cells Boundary
- Existing Permitted Facility Limit
- Proposed Permitted Facility Limit
- Unlined Disposal Cells Boundary
- Parcels
- ~ Public Waters
- Public Waterbodies

**LMRWD Watershed Location Map**

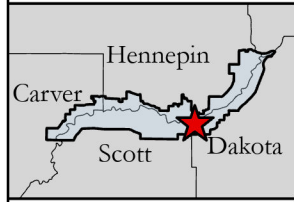
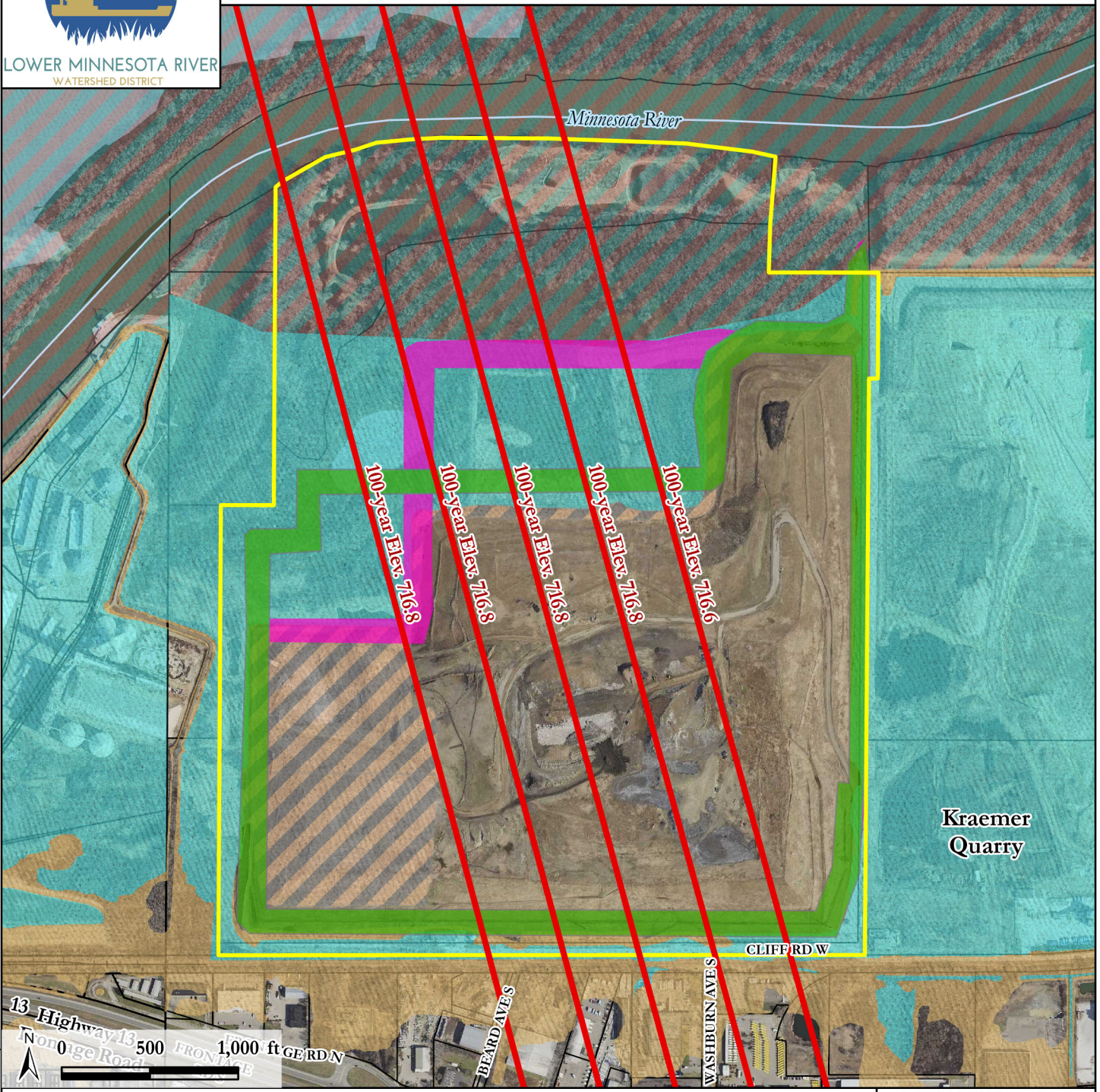






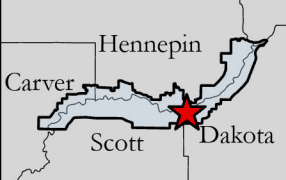
Figure 2: Burnsville Sanitary Landfill Floodplain Map



**Legend**

- Project Location
- Public Waters
- Public Waterbodies
- Model Cross Sections
- Post-Project Levee
- Pre-Expansion Levee
- 100-yr Floodplain
- 500-yr Floodplain
- Floodway
- Levee Floodplain Area
- Parcels

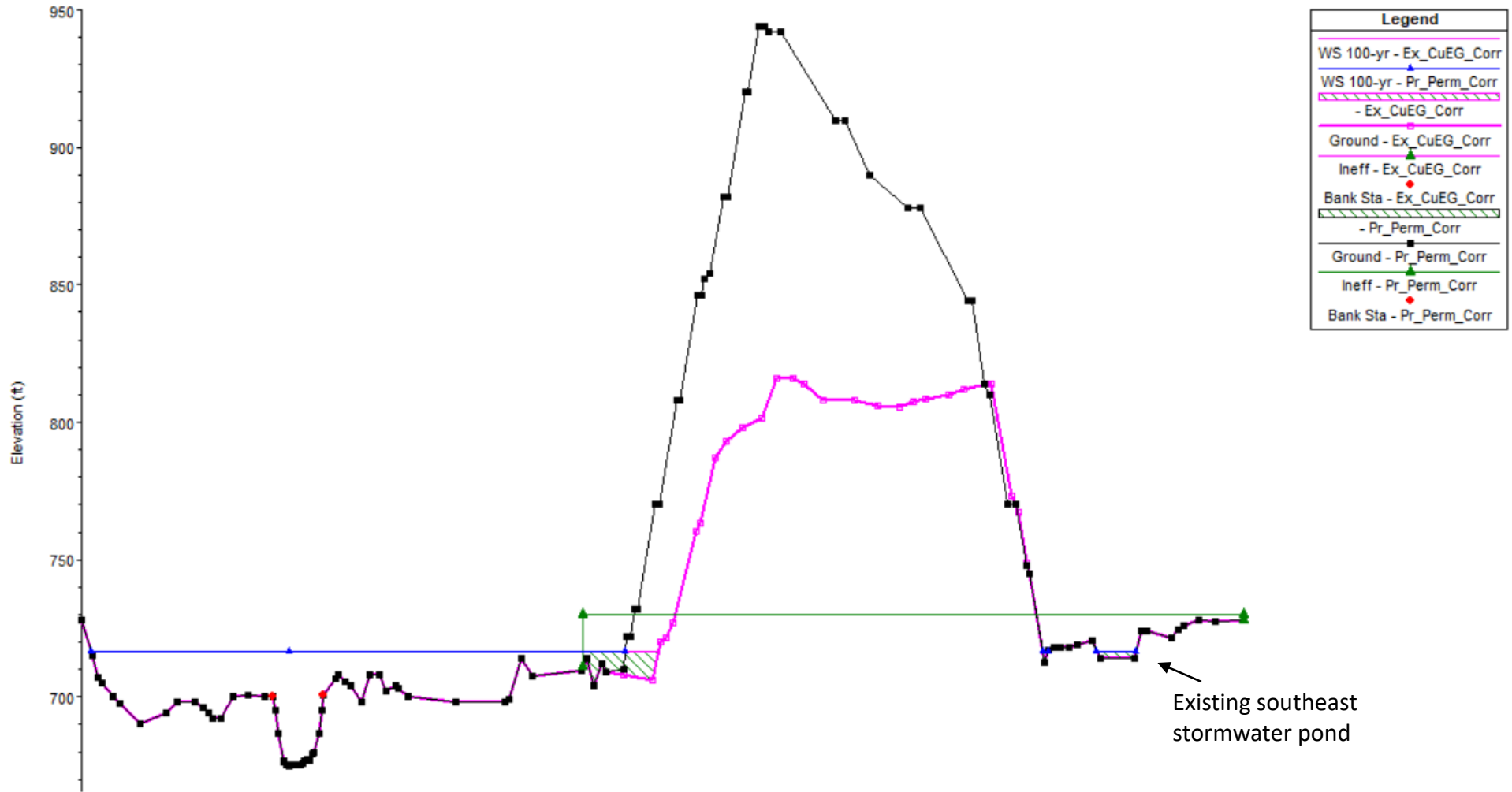
**LMRWD Watershed Location Map**






Projects\LMRWD\Project Reviews\02 In Process\Burnsville Sanitary Landfill\04



# Cross Section 30



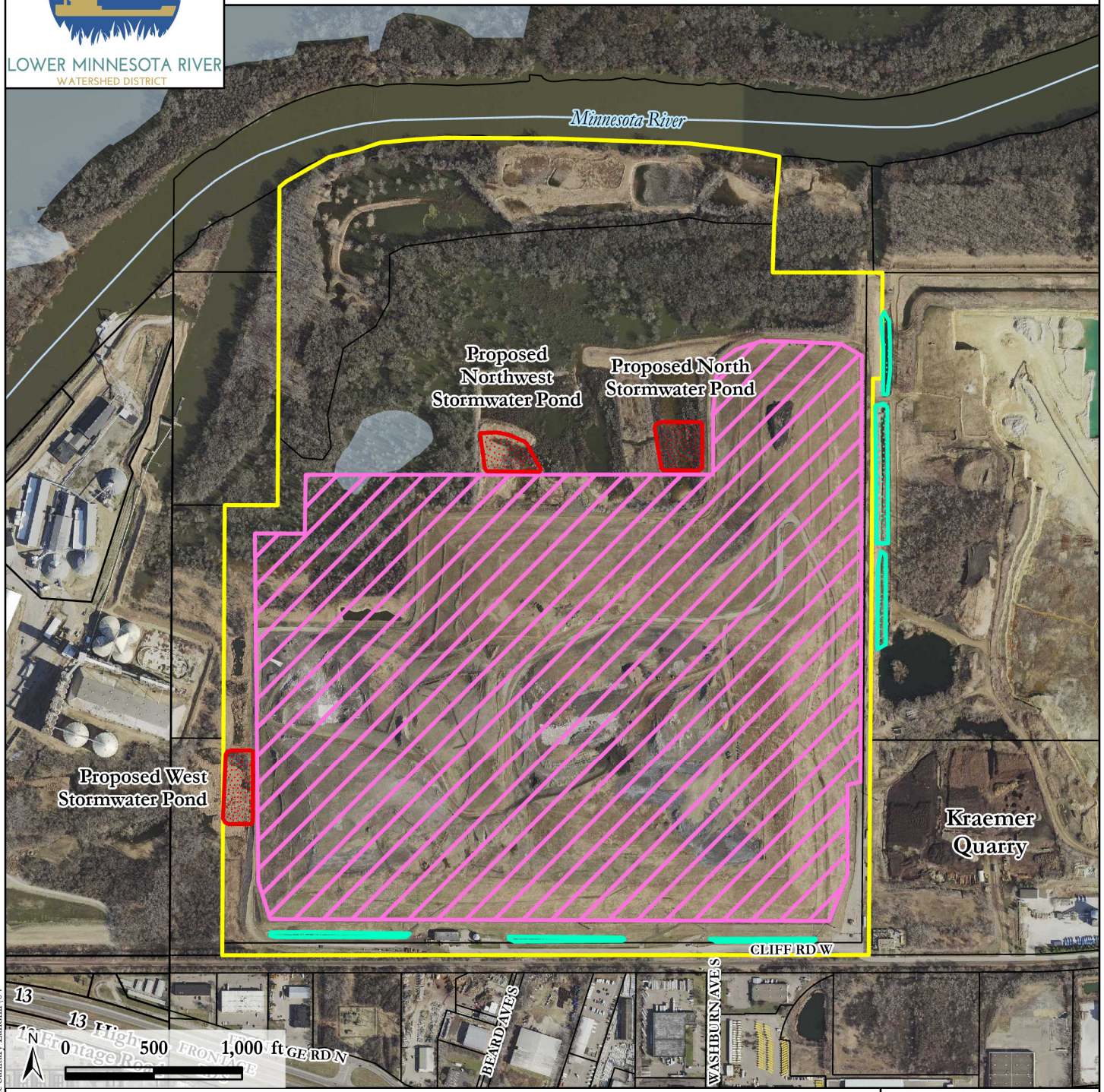
Proposed conditions =   
 Existing conditions =   
 Ineffective area = 

Existing southeast stormwater pond





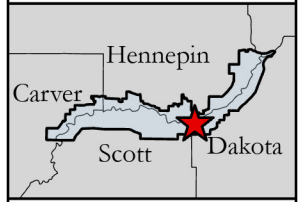
Figure 4: Burnsville Sanitary Landfill Stormwater Management  
LMRWD No. 2022-040



**Legend**

- Project Location
- Public Waters
- Public Waterbodies
- Proposed Permitted Facility Limit
- Proposed Stormwater Pond
- Existing BMP
- Parcels

**LMRWD Watershed Location Map**



Projects \LMRWD\ Project Reviews\02 In Process\Burnsville Sanitary Landfill\04



# Technical Memorandum

**To:** Linda Loomis, Administrator  
Lower Minnesota River Watershed District

**From:** Kaci Fisher, Environmental Specialist  
Katy Thompson, PE, CFM

**Date:** July 12, 2021

**Re:** Burnsville Sanitary Landfill Expansion Environmental Impact Statement  
Review

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Burnsville Sanitary Landfill, Inc. (BSL) proposes to expand its mixed municipal solid waste disposal facility by 23.6 million cubic yards and raise the top elevation of the landfill by 260 feet within the Annex Development Area (ADA) which is located in the City of Burnsville (Figure 1) and is within the Lower Minnesota River Watershed District (LMRWD or District).

On June 1, 2021, the Minnesota Pollution Control Agency (MPCA) published the Draft Supplemental Environmental Impact Statement (EIS) for the Burnsville Sanitary Landfill Expansion Project (Project) for public comment. Young Environmental Consulting Group, LLC reviewed the EIS for potential applicable District rules.

The project is not located within the High Value Resource Areas or Steep Slopes Overlay Districts, but it is in the 100-year FEMA floodplain. The project appears to trigger *Rule B—Erosion and Sediment Control*, *Rule C—Floodplain and Drainage Alteration*, and potentially *Rule D—Stormwater Management*. The City of Burnsville does not have an approved municipal permit, so an Individual Project Permit will be required for this project. A project summary and comments on the EIS are provided below.

## Project Summary

Project Name: Burnsville Sanitary Landfill, Inc.

Purpose: Expanding existing landfill

Project Size: 204 acres

Location: 2650 Cliff Road West, Burnsville, MN 55337

Applicable LMRWD Rules: *Rule B—Erosion and Sediment Control*  
*Rule C—Floodplain and Drainage Alteration*  
*Rule D—Stormwater Management*

Recommended Board Action: No action; information only

### Comments on the EIS

#### *Rule B—Erosion and Sediment Control*

The LMRWD regulates land-disturbing activities that affect one acre or more outside of the special overlay districts. The proposed expansion area, labeled as ADA in the EIS, appears to be more than 20 acres. The project will require a District permit for erosion and sediment control.

#### *Rule C—Floodplain and Drainage Alteration*

The proposed expansion appears to be entirely within the 100-year floodplain of the Minnesota River as seen on the Flood Insurance Rate Map (FIRM) panel 27053C0462F, effective November 4, 2016. To meet the minimum requirements of Rule C, the LMRWD individual project permit application should include the amount of fill within the floodplain as well as a no-rise certification.

Additionally, the EIS mentions realigning the levee, referencing Figure 6-5. However, the levee location in this figure does not appear to be represented. Is it BLS's intent to realign the existing levee to go around the ADA? If so, we recommend early coordination with both the Minnesota Department of Natural Resources (MnDNR) and FEMA.

#### *Rule D—Stormwater Management*

The LMRWD requires stormwater management for projects that create one or more acres of new impervious surfaces. Rule D necessitates that proposed runoff rates for 2-, 10-, and 100-year events do not exceed existing conditions. Table 1, taken directly from the draft EIS and shown below, does not include the 100-year rates. To receive a LMRWD permit, the applicant must confirm that the 100-year event does not exceed existing runoff rates.

Table 1. Runoff Rates Summary from Draft EIS

Storm Event	Peak Runoff Rates (cu. ft./sec.)		Percent Change Post-Project to Pre-Expansion
	Pre-Expansion	Post-Project	
2-year	55.10	22.71	-58.8%
10-year	148.96	63.62	-57.3%
500-year	962.33	1,413.70	+46.9%

The project proposes to overlay capped unlined areas with new lined waste up to approximately 31.75 acres. Additionally, a new liner will be added to the ADA, which is approximately 22 acres. The LMRWD recommends considering the final landfill cover system as a quasi-impervious layer that may have the same effects as an impervious layer unless BSL can prove otherwise.

### Additional Considerations

The proposed landfill cap and liner system may be similar to an artificial turf system. Both systems provide an upper media layer that can filter or infiltrate stormwater, but both are limited by a lower impervious layer. In addition, water that filters through the upper media is collected in a drainage system and discharged elsewhere to prevent it from infiltrating the underlying aquifer.

Rather than considering the proposed landfill cap and liner entirely impervious or entirely pervious, we propose three alternative methods for determining the final hydrology for the site:

1. Using a modified SCS curve number that accounts for the maximum water retention available within the final cover system (if the cover soil's moisture-storage capacity and other necessary soil properties are known) as well as the final landfill slopes
2. Modeling the final cover system and drainage layer in a method consistent with artificial turf methodology<sup>1</sup>
3. Utilizing the Hydrologic Evaluation of Landfill Performance (HELP) program<sup>2</sup> to evaluate the evapotranspiration, infiltration, and filtration of the final cover

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<sup>1</sup> <https://www.hydrocad.net/curvenumber.htm>

<sup>2</sup> <https://www.epa.gov/land-research/hydrologic-evaluation-landfill-performance-help-model>

## Recommendations

No Board action is required at this time. This memo will also be submitted to MPCA as part of the EIS comment period, with the following initial feedback:

- The proposed project appears to trigger Rules B, C, and D. BSL must obtain an LMRWD Individual Project Permit for the applicable rules before the start of construction activities until such time as the City of Burnsville receives its municipal permit from the LMRWD.
- As presented, the applicant will need to provide documentation that the proposed floodplain fill will not cause an increase in water surface elevations (i.e., a no-rise certification).
- If the existing levee will be modified as part of this project, we recommend early coordination with the MnDNR and FEMA.
- The proposed cap and liner are considered impervious by the LMRWD, and stormwater management will be needed on-site to manage discharge rates and protect water quality of downstream receiving waters.

### Attachment:

- Figure 1. Burnsville Sanitary Landfill Project Location Map

Attachment 2 - Runoff Rate Summary

<b>existing conditions</b>	<b>2 year - 2.83 inches</b>	<b>10 year - 4.21 inches</b>	<b>100 year - 7.44 inches</b>
<b>outlets</b>	<b>outflow (cfs)</b>	<b>outflow (cfs)</b>	<b>outflow (cfs)</b>
North Pond	10.28	25.7	46.13
Northwest Pond	20.36	43.34	131.81
South Pond	0.06	0.15	27.53
Southeast Pond	21.47	51.5	158.66
Southwest Pond	0.54	13.99	58.83
East Ditch	10.23	12.78	16.63
East Ditch 4 secondary overflow		19.92	118.47
<b>Total</b>	<b>62.94</b>	<b>167.38</b>	<b>558.06</b>

<b>proposed conditions</b>	<b>2 year - 2.83 inches</b>	<b>10 year - 4.21 inches</b>	<b>100 year - 7.44 inches</b>
<b>outlets</b>	<b>outflow (cfs)</b>	<b>outflow (cfs)</b>	<b>outflow (cfs)</b>
Proposed North Pond	2.39	3.83	51.62
Proposed Northwest Pond	2.95	4.58	51.14
South Pond	0.07	2.68	49.35
Southeast Pond	6.2	20.58	53.61
Southwest Pond	0.41	12.22	68.03
East Ditch	9.54	21.55	134.28
Proposed West Pond	3.06	4.98	93.64
<b>Total</b>	<b>24.62</b>	<b>70.42</b>	<b>501.67</b>

# 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					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	Expired		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	Active Permit		9/28/2020	11/3/2020		12/16/2020		4/13/2021	4/13/2022				
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 Permit		7/20/2020	8/12/2020		8/19/2020		9/11/2020	8/19/2022				
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	Active Permit	10/18/2020	10/21/2020	11/12/2020	11/18/2020	12/16/2020		7/27/2021	7/27/2022				
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	Active		2/1/2021	10/11/2021			10/20/2021	10/21/2021	5/31/2022				
2021-003	Southwest Logistics Center	Closed		2/11/2021	3/12/2021		3/17/2021		4/21/2021	4/21/2022				11/22/2022
2021-007	Burnsville Cemetery Expansion	Active Permit	3/5/2021	9/2/2021	9/17/2021		10/20/2021		11/17/2021	10/20/2022				
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				
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	Active		4/22/2021	5/17/2021		6/2/2021		6/3/2021	6/2/2023				
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)	Active		6/14/2021	7/13/2021		7/21/2021		8/5/2021	6/15/2023				
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	Active		5/25/2021	5/28/2021		6/2/2021		6/17/2022	6/17/2022				
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			
2021-027	Minnesota River Greenway Trail	Expired		8/17/2021	11/2/2021		11/17/2021							
2021-030	Building Renovation Park Jeep	Active		7/9/2021	7/16/2021		9/15/2021		6/21/2022	6/21/2023				
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				
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	Active		7/23/2021	8/12/2021		8/18/2021		10/1/2021	8/18/2022				
2021-040	Canterbury Independent Senior 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	Active		8/27/2021	9/16/2021		10/20/2021		10/22/2021	10/22/2022	6/30/2023			
2021-045	Triple Crown Residences Phase II	Active Permit		9/22/2021	10/27/2021		11/17/2021		11/19/2021	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										
2021-048	Minnesota River Greenway Railroad Bridge	Pre-Permit	9/28/2021											
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	Construction Complete		11/3/2021	12/14/2021		12/15/2021		12/17/2021	12/15/2022			12/1/2022	
2021-057	Cliff Road Ramps	Active		12/14/2021	1/4/2022		1/19/2022		6/8/2022	6/8/2023				

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						
2021-058	Perimeter Gate Improvements	Active		12/15/2021	12/16/2021		1/19/2022		4/27/2022	4/27/2023	10/31/2023			
2021-061	Merriam Junction Trail	Pre-Permit	1/31/2022											
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	
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	Incomplete		2/8/2022										
2022-007	Engineered Hillside	Active		2/15/2022	3/14/2022			4/20/2022	4/21/2022	4/21/2023				
2022-008	Ivy Brook Parking West	Construction Complete		2/16/2022	2/25/2022		3/16/2022		5/31/2022	5/31/2023			2/27/2023	
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				
2022-013	Normandale & 98th St	Active		3/22/2022	4/1/2022		4/20/2022		4/22/2022	4/22/2023	11/30/2023			
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	Incomplete		4/20/2022										
2022-016	ORF Relocation	Incomplete		4/20/2022										
2022-017	PLOC 2022 Bank Stabilization	Active		6/30/2022	7/5/2022			7/20/2022	7/21/2022	7/21/2023				
2022-018	535 Lakota Ln Violation	Under Review		4/19/2022		5/18/2022								
2022-019	1494 SP 2785-433	Conditional Approval		4/21/2022	6/24/2022		7/20/2022							
2022-021	CenterPoint Oak St N	Active		4/29/2022				6/15/2022	6/17/2022	6/17/2023				
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	Active	6/16/2022	8/10/2022			9/21/2022		11/14/2022	11/14/2023				
2022-026	10521 Spyglass Dr	Active	5/31/2022	7/13/2022	8/8/2022			7/20/2022	8/8/2022	8/8/2023				
2022-027	Ivy Brook Northeast	Active		7/5/2022			8/17/2022		8/31/2022	8/31/2023				
2022-028	Quarry Lake Park Restroom	Active		7/6/2022	7/8/2022		7/20/2022		7/22/2022	7/22/2023				
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										

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						
2022-031	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.	Conditional Approval		10/6/2022	12/2/2022		12/14/2022							
2022-037	Peterson Wetland Bank	Upcoming		10/3/2022		11/16/2022								
2022-039	Former Knox Site	Conditional Approval		11/3/2022	12/19/2022		1/18/2023							
2022-040*	Burnsville Sanitary Landfill	Under Review		11/21/2022			3/15/2023							
2022-041	SP 2782-352	Conditional Approval		12/15/2022	2/10/2023		2/15/2023							
2022-042	3rd Street Bridge Replacement	Conditional Approval		12/16/2022	2/2/2023		2/15/2023							
2023-001	Lakota Lane After-the-Fact	Incomplete		1/10/2023										
2023-002	Eagle Creek Bridge	Incomplete		1/13/2023										
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	Under Review		3/1/2023										
2023-008	Chaska Tech Center	Under Review		3/4/2023										

\*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

