



Please note the meeting will be held in person at the Carver County Government Center on the Wednesday, April 19, 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, April 19, 2023

Carver County Government Center

602 East Fourth Street, Chaska, MN 55318

Agenda Item	Discussion
1. Call to order	A. Roll Call
2. Approval of agenda	
3. Citizen Forum	<p><i>Citizens may address the Board of Managers about any item not contained on the regular agenda. A maximum of 15 minutes is allowed for the Forum. If the full 15 So are not needed for the Forum, the Board will continue with the agenda. The Board will take no official action on items discussed at the Forum, with the exception of referral to staff or a Board Committee for a recommendation to be brought back to the Board for discussion or action at a future meeting.</i></p>
4. Consent Agenda	<p><i>All items listed under the consent agenda are 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></p> <p>A. Approve Minutes March 15, 2023, Regular Meeting</p> <p>B. Receive and file March 2023 Financial reports</p> <p>C. Approval of Invoices for payment</p> <ul style="list-style-type: none"> i. Clifton Larson Allen (CLA) – Financial services through March 2023 ii. Redpath and Company LLC – assistance with 2021 Audit iii. Inter-Fluve, Inc. – Area #3 services through February 28, 2023 iv. Rinke Noonan – March 2023 Legal Services v. TimeSaver Off Site Secretarial, Inc. - Preparation of February 15, 2023 meeting minutes vi. US Bank Equipment Finance – April 2023 copier lease payment vii. Young Environmental Consulting Group, LLC – March 2023 technical, and Education & Outreach services viii. Naiad Consulting, LLC – March 2023 administrative services, mileage & expenses ix. Dakota County SWCD – Q1 2023 monitoring, & education services x. Frenette Legislative Advisors – March & April 2023 legislative services xi. Daniel Hron – May 2023 office rent <p>D. Report on Citizen Advisory Committee meeting minutes</p>

	E. Receive 2022 Annual Report and Authorize Distribution
5. New Business/ Presentations	A. 2022 Scott County Monitoring report B. Appletree Condominium 2023 Cost Share Project C. Bloomington Neighbors Nurturing Nature Cost Share Application D. 2022 Dakota County Monitoring Report
6. Old Business	A. 2021 Financial Audit B. 2027 World EXPO – “Healthy People, Healthy Planet – Wellness and Well Being for All” C. Twin Cities Metro Watershed Management Organizations Chloride Management report D. City of Carver Levee E. Dredge Management F. Watershed Management Plan – no new information since last update G. 2023 Legislative Action H. Education & Outreach I. LMRWD Projects <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i> i. Area #3 J. Permits & Project Reviews <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i> i. Permit Renewals ii. Chaska West Creek Apartments (LMRWD No. 2022-005) iii. MN River Greenway Trail (LMRWD No. 2023-007) iv. Chaska Tech Center (LMRWD No. 2023-008) v. Permit Program Summary vi. 535 Lakota Lane, Chanhassen – work without a permit
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.

- Metro MAWD – Tuesday, April 18, 2023, 7:00 pm, In-person only Capital Region Watershed District, 595 Aldine Street, St. Paul, MN
- UMWA monthly meeting – Thursday, April 20, 2023, 12:00 noon, Lilydale Pool & Yacht Club
- Lower MN River East 1W1P Advisory Committee Meeting & Steering Committee – Wednesday, April 19, 2023, 10:00 am and 1:00 pm respectively – Scott SWCD, Jordan, MN
- Lower MN River East 1W1P Policy Committee meeting – April 20, 2023, 3:00pm to 5:00 pm, in-person and [virtual](#) at 181 W Minnesota Street, Le Center, MN. Contact Administrator for information to participate virtually

- LMRWD Citizen Advisory Committee meeting – Tuesday, May 2, 2023, 9:00 am
- USACE River Resource Forum – April 18, 2023, 9:00 am to 3:00 pm, Minnesota Marine Art Museum, 800 Riverview Drive, MN 55987

For Information Only

- **WCA Notices**
 - None
- **DNR Public Waters Work permits**
 - Scott County, City of Savage – Request for Comments for Stream barbs/Vanes/J hooks, Riprap for Eagle Creek stream bank stabilization.
- **DNR Water Appropriation permits**
 - Dakota County – sand/gravel pit temporary dewatering related to the search for Bryce Borca
 - Scott County – Well Assessment 2023-0621; preliminary well Construction assessment near intersection of TH 41 and UP Railroad



LOWER MINNESOTA RIVER WATERSHED DISTRICT

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

1. CALL TO ORDER AND ROLL CALL

On Wednesday, March 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 Managers Hartmann and Salvato. Manager Hartmann was re-appointed to the LMRWD Board of Managers by the Scott County Board of Commissioners. Manager Salvato was re-appointed to the LMRWD Board of Managers by the Carver County Board of Commissioners. Managers Hartmann and Salvato read the Oath of Office and executed the Oath of Office and the Manager's Bond.

President Hartmann asked for the roll call to be taken. The following Managers were present: Manager Joseph Barisonzi, President Jesse Hartmann, Manager Theresa Kuplic and Manager Lauren Salvato. In addition, the following attended the meeting in-person: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator; Della Schall Young, Young Environmental Consulting Group, LLC, LMRWD Technical Consultant; Ted Suss, Friends of the Minnesota Valley; Michael Miller, Waste Management, Senior District Manager/Special Projects; Roger Clay, Ulteig Engineering, Senior Engineer; Patty Thomsen, Citizen Advisory Committee; Camille Morton, student and Izaak Walton League Green Crew member; John Harkness, Bloomington resident. Manager Laura Amundson joined the meeting virtually from the Apache Junction, Arizona public library. John Kolb, Rinke Noonan, LMRWD legal counsel; Lisa Frenette, Frenette Legislative Advisors, LMRWD legislative liaison; Ben Burnett, Prior Lake Spring Lake Manager; and Isaac Fuhr, Senior Engineer, Carlson McCain, representing Burnsville Sanitary Landfill; joined the meeting virtually.

2. APPROVAL OF THE AGENDA

Administrator Loomis asked to add Items 4. C. ix. – Rinke Noonan, February 2023 legal services invoice; Item 4. C. x. - Liberty Mutual, Invoice for Errors & Omissions coverage; and Item 4. C. xi. – Daniel Hron, April 2023 office rent invoice.

President Hartmann made a motion to approve the agenda with the addition of Item 4. C. ix. – Rinke Noonan, February 2023 legal services invoice; Item 4. C. x. - Liberty Mutual, Invoice for Errors & Omissions coverage; and Item 4. C. xi. – Daniel Hron, April 2023 office rent invoice. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, Kuplic, 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 present at the meeting asked to address the Board.

4. CONSENT AGENDA

President Hartmann introduced the item.

A. Approve Minutes February 15, 2023 Regular Meeting

B. Receive and file February 2023 Financial Report

C. Approval of Invoices for payment

- i. **Clifton Larson Allen (CLA) - Financial services through February, 2023**
- ii. **Inter-Fluve, Inc. – Area #3 services through January 31, 2023**
- iii. **Rinke Noonan, Attorneys at Law – January 2023 legal services**
- iv. **HDR Engineering, Inc. – Website services through Jan 29 through Feb 25, 2023**
- v. **TimeSaver Off Site Secretarial, Inc. - Preparation of January 18, 2023 meeting minutes**
- vi. **US Bank Equipment Finance – payment on copier lease**
- vii. **Young Environmental Consulting Group, LLC – February 2023 technical, and Education & Outreach services**
- viii. **Naiad Consulting, LLC – February 2023 administrative services, mileage & expenses**
- ix. **Rinke Noonan – February 2023 Legal Services**
- x. **Liberty Mutual – 2023/2024 Errors & Omissions coverage**
- xi. **Daniel Hron – April 2023 office rent**
- xii. **4M Fund – January 2023 bank service charges**

D. Report on 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, Barisonzi, Hartmann, Kuplic, and Salvato; the following voted against: None.

5. NEW BUSINESS/PRESENTATIONS

A. Friends of the Minnesota Valley community outreach proposal

Administrator Loomis introduced this item and introduced Mr. Ted Suss, Executive Director of Friends of the Minnesota Valley.

Mr. Suss came forward and shared the request for \$15,000 in funding for an outreach program that the Friends of the Minnesota Valley would like to do on the Board's behalf. He gave background information on the proposal. He shared that they would be renting booths at 10 county fairs in the Minnesota River Basin and conducting a public education effort. He discussed the staffing of this project and the county fair booths. He explained how the funds will be used.

Manager Kuplic shared her concerns with engaging the public. Mr. Suss explained who the target audience is, stating that the target would be landowners and elected officials. Manager Kuplic shared her concern with the age of the staffers at the booths when engaging farmers. Mr. Suss explained that the staffers will just share educational resources.

Manager Salvato shared concerns about the amount of the request. She stated that she would like to see a measurable outcome and number of people engaged. Mr. Suss explained that they take efforts to document the number of people reached and the types of information requested. He will put together a final report for the Board.

Manager Kuplic agreed that she would like to see a measurable outcome. She recommended having a booth in a high traffic area where adults attending the fairs will be passing through. Mr. Suss explained that the earlier they submit a request the better the location they can secure.

Ms. Young suggested creating targeted materials to maximize the touch point. She asked when the fairs start and end so that the Board can start thinking of materials up front. Mr. Suss stated that the first fair is in June, but the ones that they will want to attend start somewhere around the 10th of July.

Manager Amundson stated that she supports this.

Mr. Suss pointed out that the water increase in the river is not all from farm fields but also from the urban areas. He noted that he would like to pass something out regarding urban stormwater.

Manager Barisonzi informed the Board that he is a Board member of the Friends of the Minnesota Valley and that he would abstain from the vote on this item. He said that he is very encouraged by the discussion and encouraged the Managers to also attend to represent the Board.

President Hartmann asked if there were any stipulations on fund matching. Administrator Loomis said no but it is up to the Board. President Hartmann asked if the Friends of the Minnesota Valley could solicit more funds. Mr. Suss said that he is not sure.

Manager Salvato asked where this money will be pulled from as the outreach programs budget has already been allocated for. Administrator Loomis explained where the funds could come from stating it could be a combination of things.

Manager Salvato asked if the Board will be asked for this much money in future years. Mr. Suss said that he would love to ask for a contribution in future years, but the funding this year would not be seen as an obligation for future years. Administrator Loomis noted that this could be budgeted for in future years. She noted that the budget is set in August but can be changed if needed from September to December.

President Hartmann asked if Mr. Suss could provide the Board with a report by the end of the third quarter of 2023. Mr. Suss said that he can have the final report within 30 days of the last fair, which would be near the end of September.

Manager Salvato asked to have a presentation to the Board after completion of the project.

Manager Kuplic asked that resources are provided for people to get additional information if they want to pursue the conversation.

Manager Salvato made a motion to authorize \$15,000 from Education and Outreach to fund the community outreach proposed by Friends of the Minnesota Valley, contingent upon

completion of the project and receipt of a final report. Manager Kuplic seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Hartmann, Kuplic, and Salvato; the following voted against: None. Manager Barisonzi abstained.

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

Administrator Loomis introduced and provided background on this item. She stated that there is a meeting scheduled with Bloomington on March 31.

Manager Barisonzi appreciated this being brought forward and shared that he was a part of the 2023 EXPO request. He has heard from community members that are concerned with the environmental impacts an Expo may have to the area. He noted that it would be good to hear from the EXPO bid committee on what the plans are.

C. Minnesota River Basin Partnerships

Administrator Loomis introduced and provided background on this item including the history of past involvement with other water management authorities. She shared that all of the reports discussed are all available online. (Link to [PowerPoint Presentation](#))

Manager Salvato asked if there is an appetite for a Minnesota River Board. Administrator Loomis said no.

Administrator Loomis noted that she is not sure that the Watershed District has capacity to form these kinds of partnerships, but they can at least start discussions. She recommended looking at what efforts are already out there and to come back to the Board with a proposal on how to do this outreach. Manager Salvato agreed and said there is not much capacity, but there is funding available.

Manager Kuplic asked what programs have worked for farmers to help keep water on their land. Administrator Loomis explained that there are many examples out there for farmers and lots of resources.

The Board agreed to do more research on the groups that are already out there and look strategically at next steps. Administrator Loomis stated she will do research and bring something back to the April Board Meeting. The Board noted that they would be okay if the research took longer than a few months.

6. OLD BUSINESS

A. 2021 Financial Audit

No new information to report since last update.

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 noted that there are contracts in the packet that will be voted on.

Ms. Young stated she would be happy to answer any questions.

Manager Salvato noted that there did not seem to be many bids. Administrator Loomis stated that it was only sent out to four firms.

Manager Salvato asked if the funds are available for this project. Ms. Young explained that they do have the funds and that funds will come from the grant from the State of Minnesota for dredge management. She noted that the LMRWD planned to make these improvement several years ago and the LMRWD has the capacity now to manage this project.

Ms. Young discussed the proposals from all four firms, including the strengths and weaknesses of each proposal.

Mr. Kolb stated that he has reviewed the proposal and has found no issues.

President Hartmann made a motion to approve Bolton & Menk as the firm to design the Vernon Avenue Improvements and Access Road Culvert Replacement Project and approve Braun Intertec as the firm to perform services associated with geotechnical investigation of Vernon Avenue and to approve ISG as the firm to perform services associated with wetland delineation and environmental permitting, excluding LMRWD requirements. The motion was seconded by Manager Barisonzi. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, Kuplic, and Salvato; the following voted against: None.

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 stated that they are in the bonding bill that the House sent to the Senate for \$2,750,000. Administrator Loomis stated that there was nothing new to report.

Ms. Frenette noted that the House passed their Phase 1 bonding bill last week and the Senate bill will be up tomorrow. The bonding bill requires a 3/5 majority vote to pass and there is not a clear majority in the Senate by either party and several Senators are out. If a capital bill is passed using cash, that requires only a majority vote.

G. Education and Outreach Plan

No new information to report since last update.

H. LMRWD Projects

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

i. Area #3

Administrator Loomis introduced and provided background on this item. She stated that the Board will need to decide how to raise a match to the State funds.

She said that Ms. Frenette was checking to see if State funds could be used on private land as the land up to the riverbank is privately owned, but it is not buildable. She shared that they could also approach the property owner to give them an easement or sell the property to the LMRWD or another entity. She explained the different ways that the project could be funded, whether by a one-time levy or selling bonds.

Mr. Kolb noted that there are more restrictions if any kind of bond is used.

Administrator Loomis recommended enlisting the help of a bond council. Mr. Kolb said that his firm does not have that expertise, but there are plenty of others that do.

Administrator Loomis stated that she will call the Counties and ask what the one time levy would do to property taxes.

Ms. Young added that Eden Prairie has \$500,000 in their budget to contribute to this project.

Manager Salvato asked if this project will be something that does not need to be done again for a long time. Ms. Young stated that this is the biggest project that the watershed has taken on and should last for many years. She noted that the Richard T. Anderson site is the only other location that might yield a project as expensive as this.

Administrator Loomis reviewed the contracts that need to be voted on.

Manager Barisonzi stated that it would be helpful to see the history of the Board doing bonding and levying. Ms. Frenette clarified how the bonding will work from the State bond sales.

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

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 – March 2023 Permit Renewal Requests dated March 8, 2023. Manager Kuplic seconded the motion. Upon a vote being taken the following voted in favor of the motion: Amundson, Barisonzi, Hartmann, Kuplic, and Salvato; the following voted against: None.

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

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

Manager Barisonzi made a motion to conditionally approve a permit for Burnsville Sanitary Landfill (LMRWD No. 2022-040), 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. Manager Salvato

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

iii. Permit Program Summary

Administrator Loomis introduced and provided background on this item.

iv. 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 stated that her report is online and has been sent to the Board. She mentioned that one of the people on the Policy Committee for the One Watershed, One Plan had expressed concerns about the way the process is being managed, stating that all the committee is being asked to do is rubber stamp the recommendations. Manager Amundson discussed the role of the Policy Committee. Mr. Kolb offered clarification on this.

B. President: No report

C. Managers: Manager Salvato stated that she will not have any conflicts with meeting in the fall of 2023 as she had anticipated.

D. Committees: No report

E. Legal Counsel: No report

F. Engineer: No report

7. ADJOURN

At 9:08 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, April 19, 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 4-19-2023

BEGINNING BALANCE	28-Feb-23	\$ 1,197,518.65
ADD:		
General Fund Revenue:		
March Dividend		\$ 4,594.97
Permit Review Fee LMRWD #2023-08 - Chaska Tech Center		\$ 750.00
MCES WOMP reimbursement		\$ 4,500.00
Permit Review Fee LMRWD #2022-05 - West Chaska Creek Apartments		\$ 50.00
		\$ -
		\$ -
	Total Revenue and Transfers In	\$ 9,894.97
DEDUCT:		
Debits/Reductions		
Young Environmental Consulting	Febuary 2023 invoices for technical services	\$ 39,933.18
Inter-Fluve		\$ 16,708.00
Liberty Mutual	2023 Errors & Ommissions Coverage	\$ 180.00
CLA (Clifton Larson Allen)	Febuary 2023 financial services	\$ 3,715.51
Daniel Hron	April 2023 office rent	\$ 650.00
HDR Engineering, Inc.	Website upkeep & maintenance	\$ 708.08
Rinke Noonan		\$ 2,078.50
Rinke Noonan		\$ 3,766.50
TimeSaver Off Site Secretarial		\$ 159.00
Naiad Consultitng, LLC	Feb 2023 Administrative services & expenses	\$ 11,327.16
US Bank Equipment Finance	March 2023 copier lease payment	\$ 168.10
Board of Water & Soil Resources	Refund of unused grant for dredge management	\$ 182,742.77
		\$ -
	Total Debits/Reductions	\$ 262,136.80
ENDING BALANCE	31-Mar-23	\$ 945,276.82

	2023 Budget	March Actuals	YTD 2023	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 26,331.77	\$ 53,623.20	\$ (196,376.80)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ -	\$ 21,198.75	\$ 38,327.65	\$ 38,327.65
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site A	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site C-2	\$ 20,000.00	\$ -	\$ -	\$ (20,000.00)
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Watershed Resource Restoration Fund	\$ 100,000.00	\$ -	\$ -	\$ (100,000.00)
Gully Inventory	\$ 90,500.00	\$ 375.00	\$ 375.00	\$ (90,125.00)
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	\$ 10,189.50	\$ 12,213.25	\$ (62,786.75)
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 5,000.00	\$ 31.25	\$ 31.25	\$ (4,968.75)
Project Reviews	\$ 50,000.00	\$ 8,466.25	\$ 21,898.31	\$ (28,101.69)
<i>Monitoring</i>	\$ 75,000.00	\$ -	\$ 27,359.44	\$ (47,640.56)
<i>Watershed Management Plan</i>	\$ -	\$ 2,147.50	\$ 3,041.50	\$ 3,041.50
<i>Public Education/CAC/Outreach Program</i>	\$ 85,000.00	\$ 5,913.76	\$ 22,435.73	\$ (62,564.27)
<i>Cost Share Program</i>	\$ 20,000.00	\$ -	\$ 304.00	\$ (19,696.00)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ 187,483.02	\$ 189,917.47	\$ (50,082.53)
Total:	\$ 1,225,500.00	\$ 262,136.80	\$ 369,526.80	\$ (855,973.20)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 4. D. – Report on Citizen Advisory Committee meeting minutes

Prepared By

Linda Loomis, Administrator

Summary

The Citizen Advisory Committee met on April 4th. A quorum was not present, so the group discussed whether it was necessary for the CAC to have a quorum. Those present thought that since the CAC is only an advisory body and not a policy making body, bylaws should be reviewed and allow for the committee to function without presence of a quorum. Meeting notes would be kept informing the Board of CAC activities.

The CAC also decided to continue to meet on the first Tuesday of the month, but will change the meeting time to 4:30 pm. The meeting notes from the March 7, 2023 are attached. The CAC plans to schedule a tour of one of the Waste Water Treatment Plants within the LMRWD.

Attachments

March 7, 2023 CAC meeting notes

Recommended Action

No action recommended



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Notes

Citizen Advisory Committee (CAC)
Tuesday, March 7, 2023 Virtual
via WebEx

The following members were present: Judy Berglund, Craig Diederichs, Patty Thomsen, and Greg Genz. 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 Tyler Winter, director of Native Fish For Tomorrow.

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

Tyler Winter, director of Native Fish For Tomorrow, presented about the native fish in the Minnesota River. He mentioned that of the 86 fish species in the Minnesota River, only one species, the common carp, is invasive. Winter discussed the *No Junk Fish* bill currently in the Minnesota House, which would remove the “rough” fish in state statute and help prioritize and protect warm water fisheries and ecosystems. His presentation also talked about threats to warm water fisheries, including low dissolved oxygen, invasive species, and the confusion many people have about native fish and invasive fish species. Below is a summary of the discussion that followed his presentation:

- Kuplic asked if one fish barrier was the best method to manage invasive fish species or if adding more barriers was. Winter responded that he would like to see one good barrier instead of many inferior barriers. He feels this barrier would buy enough time to manage and provide the opportunity to protect the Minnesota River ecosystem.
- Genz commented that he feels the Minnesota River is the most threatened river in Minnesota, but there is little support and no strong national coordination working on protection. He also feels that state agencies in Minnesota do not have a good handle on the fish species of the Minnesota River.
- Thomsen asked a clarifying question on why Winter does not eat the freshwater drum/sheepshead. Winter replied that the freshwater drum eats zebra mussels, and he would rather have them eat zebra mussels than remove the fish from the ecosystem for a food source.
- Thomsen asked about fish overwintering in small tributaries to the Minnesota River. Winter noted that fish migrate seasonally and leave the streams in the fall, even though

many small streams do not freeze in the winter. The fish return in the spring and swim upstream to find a habitat with less competition to lay their eggs and raise their young.

- Thomsen asked about the cause of the algae blooms that Winter mentioned in his presentation, which led to a drop in oxygen levels in the Minnesota River. Winter responded that phosphorus has many sources. When phosphorus is applied as fertilizer, it binds to the soil, which can be transported and enter water sources to feed algae. Water can exist with a plethora of green plant material, but with shorter days in the fall, the algae will die and use up the oxygen, causing acute issues. Ecosystems can rebound if those low-oxygen situations are infrequent, but if they keep occurring, it can become a chronic issue to which the ecosystem has a more difficult time responding. Thompson inquired about her role in informing residents. Winter said it is best to encourage people to make a personal connection with the water.
- Kuplic had the impression that the Minnesota River is so polluted that you should not eat the fish in it. Winter replied that only one fish has a consumption advisory. There are water quality concerns, but not contaminate issues that bioaccumulate in fish tissue, according to the Minnesota Department of Health. Loomis explained that limits exist for pregnant women and small children because of Polychlorinated biphenyls (PCBs) and mercury.
- Thomsen asked whether road salt affects the fish in the river or lakes adjacent to the river. Winter said salt tends to be an issue in lakes and wetlands, where water is held longer. He does not believe chloride has risen to a level that affects fish reproduction in the Minnesota River. Loomis stated that chloride is more of a problem in the smaller tributaries. By the time those water bodies meet the Minnesota River, the chloride concentrations have diluted enough not to affect the Minnesota River. Chloride concentrations have also been found in groundwater samples.
- Genz asked whether additional river monitoring was done in 2022 due to the drought conditions. Winter does not know whether extra low-flow monitoring was triggered.
- Thomsen asked about informing people of the issues and solutions once we capture their attention and get them out on the water. Winter says yes, we should teach them about the issues and solutions. We should also teach them how to infiltrate their stormwater, protect wetlands, keep phosphorus and water on the landscape, and implement other best management practices to protect the Minnesota River.

The group decided to wait to review what they learned about other local CACs until the April meeting, when more members are in attendance.

The group will also discuss the merits of creating a newsletter at the April meeting. Please come prepared to talk about the objectives, audience, method of distribution, and content for a newsletter at the next meeting.

The meeting time survey was touched on briefly. An evening meeting seems appropriate, but a discussion and vote would be more appropriate with the full CAC. This will be discussed in April.

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

- Eden Prairie Everything Spring Expo on Saturday, March 11, from 9:00 a.m. to 3:00 p.m. Berglund will attend from 9:00 a.m. to noon or noon to 3:00 p.m. We will share space with Nine Mile Creek and Riley Purgatory Bluff Creek watershed districts.
- Eden Prairie Arbor Day and Green Fair is on April 29 from 9:00 a.m. to noon. Thomsen volunteered for this event.

Dullum mentioned the creation of a low-maintenance lawn care handout. She will email the handout to the group following the meeting.

The April 4 meeting will be an in-person business meeting at a location yet to be determined. The meeting will be at 9:00 a.m. The May 2 meeting will likely be a tour of a wastewater treatment plant.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 4. E. – Receive 2022 Annual Report and Authorize Distribution

Prepared By

Linda Loomis, Administrator

Summary

Young Environmental Consulting Group took over preparation of the 2022 Annual Report from the Administrator. The report is attached for the Board's review. There are still a few changes that we are working on: the impaired waters sections is being reviewed and a chart with 2022 expenditures.

If the report is acceptable, the Board should approve and finalize the report and authorize distribution. The report will be posted on the LMRWD website.

Attachments

Draft 2022 Annual report

Recommended Action

Motion to approve and finalize report and authorize distribution



2022

ANNUAL REPORT






LOWER MINNESOTA RIVER
WATERSHED DISTRICT

GREETINGS

If you live or recreate in the Lower Minnesota River Watershed District (LMRWD), you already know you've experienced something unique. One where rare plants grow. One where you can stand on the heights of the bluffs and peer endlessly down the Minnesota River. One where you can experience a day fishing away from the hustle and bustle of the city, without driving for hours. Our watershed district is home to many special resources.



2022 HIGHLIGHTS

-  The One Watershed, One Plan (IWIP) process is the next evolution in watershed planning, using a major watershed scale approach to drive collaboration between upstream and downstream neighbors. The LMRWD is participating in two IWIP projects: Lower Minnesota River East IWIP and Lower Minnesota River West IWIP.
-  2022 brought changes in leadership as two Board members ended their service. While 2023 will bring new faces to govern the LMRWD, we will successfully manage this transition. We thank our exiting Board members for their service over the years.
-  Capital Improvement Projects are the backbone of water resources protection. We continued to make progress on several projects. To learn more, see page 6.

As we continue our work, we ask you to get involved: get out and see the watershed, experience the trails and waterways we have to offer, attend a community event, follow us on social media, or adopt a drain. Whether you get involved to enjoy the waterways or to learn more about the environment, we are so happy to have you here.

**IN PARTNERSHIP,
LINDA LOOMIS, ADMINISTRATOR**

A. BOARD OF MANAGERS

Lauren Salvato
Secretary
Carver County
Term Expires: 2/28/2023

Patricia Mraz
Vice President (Jan-Nov)
Dakota County
Term Voluntary Ended: 11/16/22

Theresa Kuplic
Vice President (Nov-Dec)
Dakota County
Term Expires: 2/28/2024

Laura Amundson
Treasurer
Hennepin County
Term Expires: 2/28/2024

David Raby
Assistant Treasurer
Hennepin County
Term Expires: 2/28/2024

Jesse Hartmann
President
Scott County
Term Expires: 2/28/2023

The Board of Managers meets on the third Wednesday of every month in Chaska City Hall. The Board oversees the direction of watershed management, bringing representation from each county. The Citizen Advisory Committee is a voluntary advisory group appointed by the Board to engage citizens in community actions.

CITIZEN ADVISORY COMMITTEE



1. Judy Berglund
2. Craig Diederichs, Chair
3. Greg Genz, Secretary
4. Jenny Karkowski
5. Theresa Kuplic, Vice-Chair

TECHNICAL ADVISORY COMMITTEE

Partner Organization	
SWCDs	
Carver Soil and Water Conservation District	View Website
Dakota Soil and Water Conservation District	View Website
Scott Soil and Water Conservation District	View Website
Counties	
Carver County	View Website
Dakota County	View Website
Hennepin County	View Website
Scott County	View Website
Cities	
City of Bloomington	View Website
City of Burnsville	View Website
City of Carver	View Website
City of Chanhassen	View Website
City of Chaska	View Website
City of Eagan	View Website
City of Eden Prairie	View Website
City of Lilydale	View Website
City of Mendota	View Website
City of Mendota Heights	View Website
City of Savage	View Website
City of Shakopee	View Website

Partner Organization	
Park District	
Three Rivers Park District	View Website
Tribal Government	
Shakopee Mdewankanton Sioux Community	View Website
State Agencies	
Metropolitan Airports Commission (MAC)	View Website
Minnesota Board of Water and Soil Resources (BWSR)	View Website
Metropolitan Council Environmental Services	View Website
Minnesota Department of Natural Resources (DNR)	View Website
Minnesota Department of Transportation (MnDOT)	View Website
Minnesota Pollution Control Agency (MPCA)	View Website
Federal Agencies	
US Fish & Wildlife Services	View Website
Consultants	
Bolton & Menk	View Website

The Technical Advisory Committee (TAC) supports the LMRWD in specific areas of expertise across jurisdictional boundaries. Engineers and water resource coordinators from each organization are typically appointed to participate in the LMRWD TAC during their tenure.

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LEGISLATIVE

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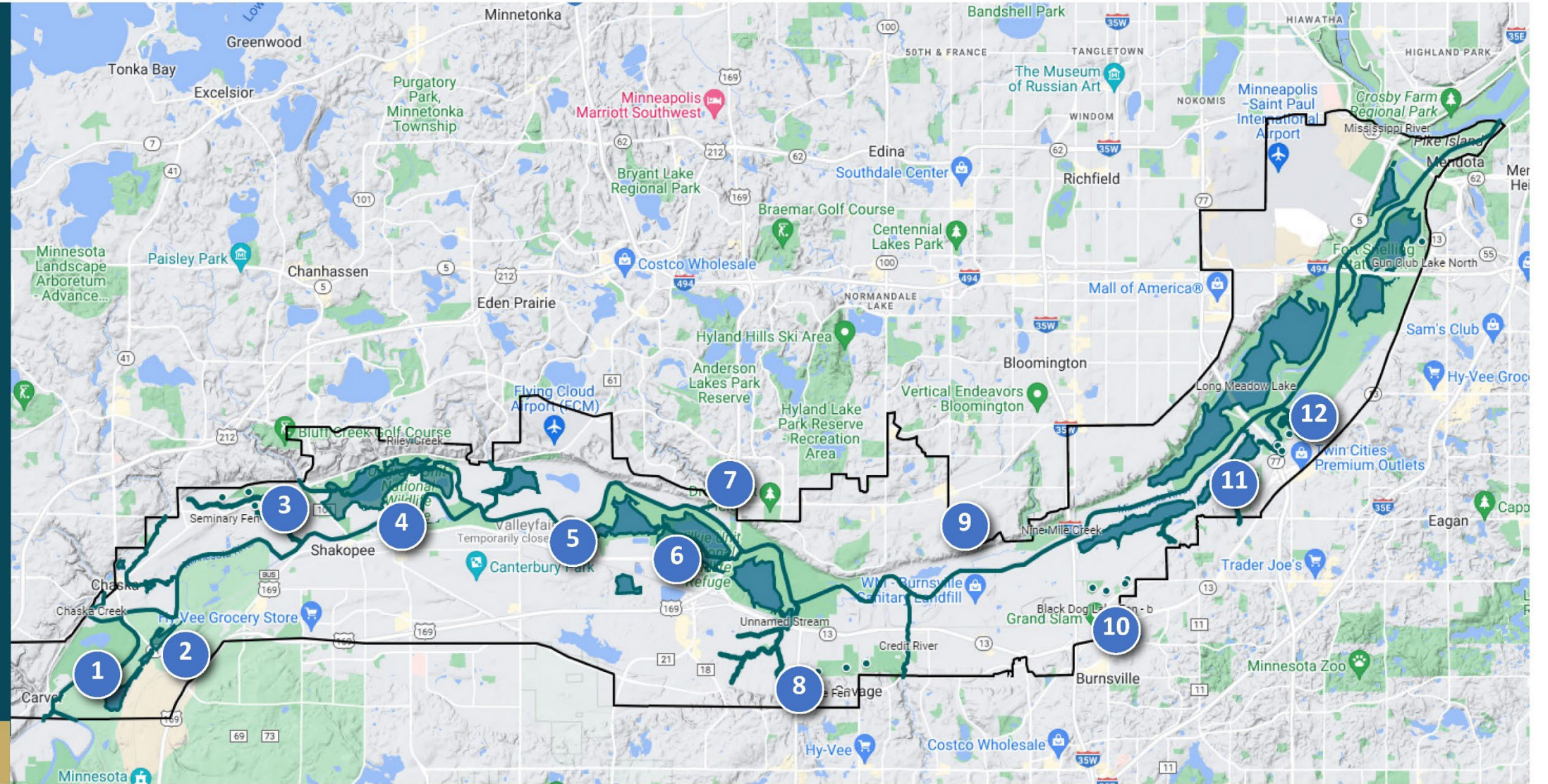
C. PREVIOUS YEAR WORK PLAN SUMMARY LMRWD AND PARTNER PROJECTS

LOWER MINNESOTA RIVER WATERSHED DISTRICT

In 2022, the LMRWD continued to lead projects throughout the watershed area, partnering with cities to create a bigger impact with goals. The projects below are highlighted in the following section.

In addition to projects, a variety of work was done to better understand resources throughout the watershed as a whole. The LMRWD oversaw a minor watershed plan amendment and revisions to the rules to better serve long-term goals. We also led several studies to better understand gullies, trout streams, and trout lakes. As part of a large-scale effort, the LMRWD updated the Lower Minnesota River Floodplain Model, which will provide more current information for all ongoing decision-making.

2022 was an active year and we made great strides in protecting, restoring, and understanding natural resources throughout the District.



PROJECTS



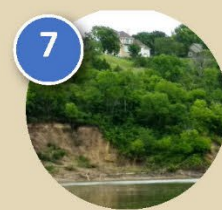
1 City of Carver
Levee
Improvements
(see page 7)



3 Seminary Fen
Stewardship
Plan
(see page 8)



5 Eagle Creek
Bank
Stabilization
(see page 8)



7 City of Eden Prairie
Area 3 Bank
Stabilization
(see page 9)



9 Hennepin County
Chloride Project
(see page 9)



11 Nine-Foot Channel
Maintenance
(see page 10)



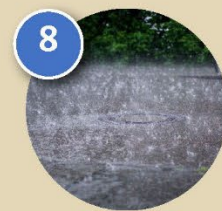
2 City of Carver
Spring Creek Erosion
Control (see page 7)



4 City of Shakopee
Downtown
Stormwater Best
Management Practices
(BMP) (see page 7)



6 Cargill East River
Dredge Site Culvert
(see page 8)



8 Prior Lake Outlet
Channel Realignment
and Wetland
Restoration
(see page 10)

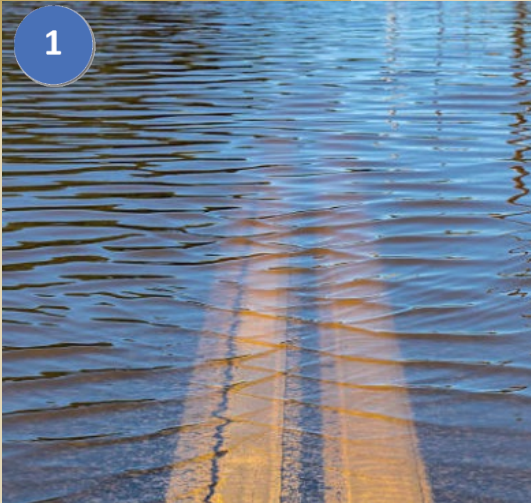


10 City of Burnsville
Willow Creek
Ravine Stabilization
(see page 7)



12 Minnesota River
Corridor Management
(see page 10)

1



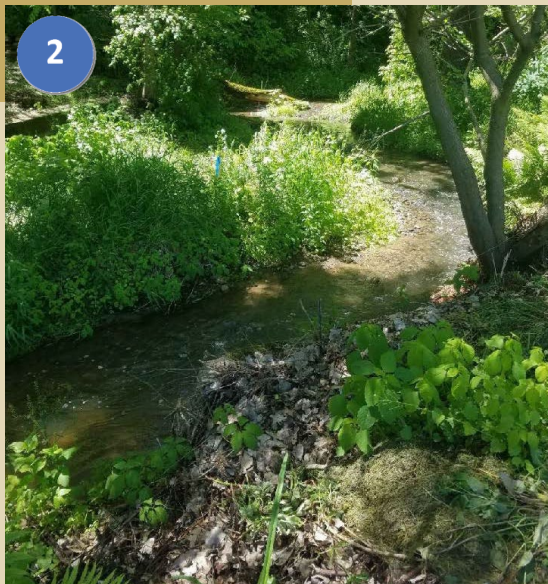
City of Carver Levee Improvements

The City of Carver's levee is no longer certified by the United States Army Corps of Engineers (USACE) or Federal Emergency Management Agency (FEMA) due to its condition, meaning it does not guarantee the City protection from potential flood waters. The LMRWD and the City's stormwater fund matched a \$150,000 grant received from the Minnesota Department of Natural Resources (DNR) to fund the preliminary design. It is anticipated that it will cost approximately \$12 million to rebuild the levee and reinstate the levee's certification. The project is currently in the design phase.

Because of the costs, the project will likely be completed in phases, unless full funding is received.

The LMRWD partners with neighboring cities to ensure flood protection while protecting downstream waters within the watershed.

2



City of Carver Spring Creek Erosion Control

The LMRWD has been investigating erosion along Spring Creek in the City of Carver after residents reached out to the LMRWD because of impacts to private property.

A more in-depth study of the Spring Creek subwatershed was authorized and after review, the Board of Managers approved additional landowner outreach, monitoring and surveys, and coordination with the City on this issue. The LMRWD held a resident meeting in July 2022 and continued to work with the affected property owners, the City of Carver, and Carver County Soil and Water Conservation District on possible solutions.

3



Seminary Fen Stewardship Plan

Calcareous fens are wetlands fed by groundwater that are home to rare calcium-rich plants. They are a unique resource within LMRWD. This project is a partnership between the LMRWD, the Minnesota DNR, and the Metropolitan Council to develop a management plan to protect, preserve, and possibly restore calcareous fens within the LMRWD.

4



City of Shakopee Downtown Stormwater Best Management Practice (BMP)

The LMRWD participated in a feasibility study in the downtown area of Shakopee to analyze the current stormwater system and identify opportunities for stormwater BMPs before runoff is discharged to the Minnesota River. The project has a total estimated cost of \$2 million. The city requested \$127,000 of grant funding and the LMRWD included \$50,000 in its 2022 budget.

**This project received Watershed-based Implementation Funding from BWSR*

5



Eagle Creek Bank Stabilization

Eagle Creek is a 2-mile designated cold-water trout stream in Scott County within the cities of Savage and Shakopee, MN. The Eagle Creek Bank Stabilization project will provide protection for the currently unimpaired waters that are close to the water quality standard so that they do not exceed drinking water or other water quality standards. It has an estimated cost of \$106,000.

**This project received Watershed-based Implementation Funding from BWSR*

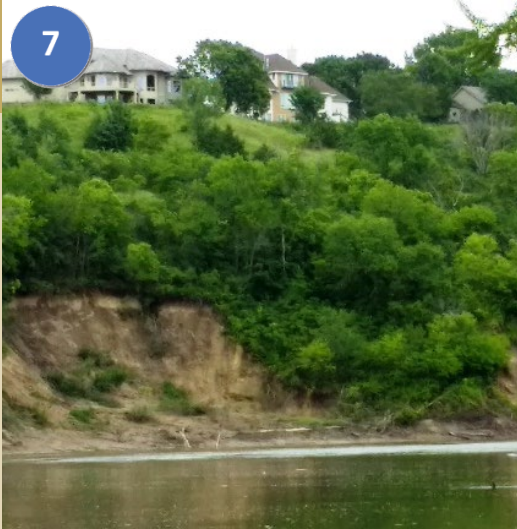
6



Cargill East River Dredge Site Access and Culvert Assessment

The LMRWD owns the dredge material site on the Minnesota River in Savage, MN. Part of the operation and maintenance of the site include maintenance of Vernon Avenue and regular culvert cleaning. Field assessment completed showed Vernon Avenue is in disrepair and the upstream end of the culvert was completely blocked by sediment and tree debris. Access road repair and culvert replace is planned for 2023.

7



City of Eden Prairie Area 3 Bank Stabilization Project

Area 3 in the City of Eden Prairie is located at a sharp bend in the Minnesota River, in an area of very steep slopes. Sections of the slope are estimated to experience a rate of erosion at 3 feet per year, contributing to the excessive erosion and sediment concerns of the Minnesota River. In 2021, after 10 years of collecting monitoring data, the LMRWD, and partners, moved forward with a design to stabilize the riverbank and prevent future erosion of the bluff toe and further sediment and nutrient loading to the river. During project development, the team discovered the City stormwater pond had direct impacts to the stability of Area 3. The current work plan will bring the design to 90% at which point the LMRWD and City will use funding to remove the pond, stabilize the riverbank, and construct a new and stable outfall from the City’s stormwater system. A late fall neighborhood meeting was coordinated to discuss the project, which has a rough estimate around \$4.6 million.

Working in a watershed with continued development, the LMRWD regularly reassesses stormwater infrastructure to meet the needs of a growing community.

8



Prior Lake Outlet Channel Realignment and Wetland Restoration

This project will place additional capacity and control structures in the Prior Lake outlet channel to handle increased stormwater runoff draining to the channel, caused by new development in the area. Estimated load reductions show a reduction of 30-50 pounds of phosphorus loading per year and 75,000-100,000 pounds of total suspended solids annually. This project began in 2019 and was completed in 2022.

**This project received Watershed-based Implementation Funding from BWSR*

9

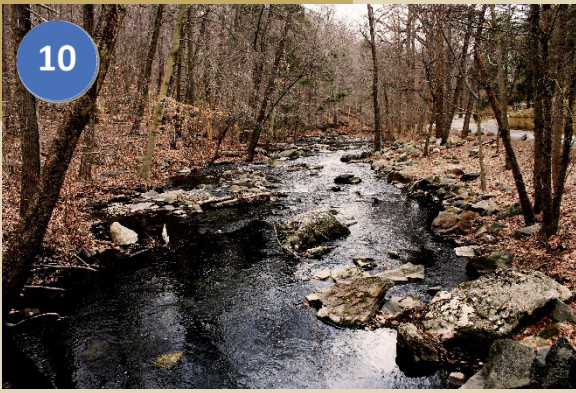


Hennepin County Chloride Project

Together with partners from the Hennepin County Chloride Initiative, the Low Salt, No Salt Minnesota program was developed and launched. This program builds community capacity that maintains winter safety while reducing salt use by building relationships with property owners. Using less salt to manage snow and ice during winter months helps protect nearby waterways from receiving excess chloride, which can lead to water quality issues.

**This project received Watershed-based Implementation Funding from BWSR*

10



City of Burnsville Willow Creek Ravine Stabilization

Willow Creek is a public drainageway located outside of the LMRWD boundary that drains to the Minnesota River. By stabilizing the ravine, total phosphorus can be reduced by approximately 25,000 pounds per year and sediment can be reduced by approximately 45,000 pounds per year. The LMRWD contributed \$75,000 toward the project.

11



Nine-Foot Channel Maintenance

The LMRWD continues to work with the USACE on maintenance of the navigation channel by following the *USACE Dredged Material Management Plan* for reaches of the Minnesota River upstream of the I-35W Bridge. The LMRWD also works with local industry to temporarily store material dredged from private barge slips. The dredge site is an important component of successfully maintaining the channel.

12

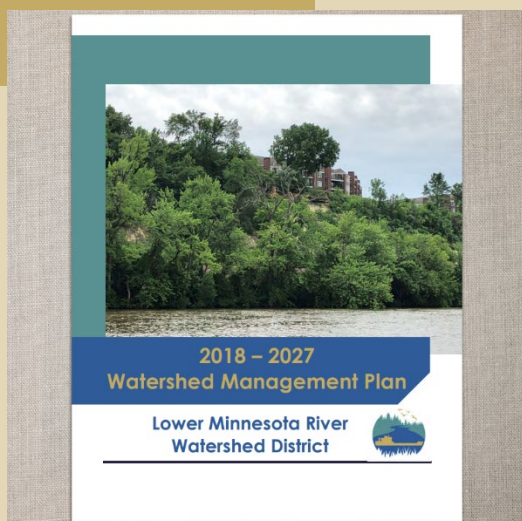


Minnesota River Corridor Management

The Minnesota River is a complex natural system facing many issues. The LMRWD developed a multipurpose corridor plan as a guiding document for all the political jurisdictions and agencies who work with the river. The shared vision will maximize public benefit while improving water quality and creating sustainable economic development. In the fall of 2022, the LMRWD hosted an open house to collect final input and lead a river paddle. Input was incorporated into the final document.

The LMRWD continues to new ways to engage the public in our work, from canoe boat tours to educational programs about winter salting practices.





Comprehensive Watershed Management Plan Minor Plan Amendment

In 2018, the Implementation Program within the Watershed Management Plan was updated with an emphasis on the activities associated with the first five years of the 10-year plan. At that time, it was acknowledged that the remaining years would require an update in 2022 to effectively plan the second half of implementation based on progress in the first half.

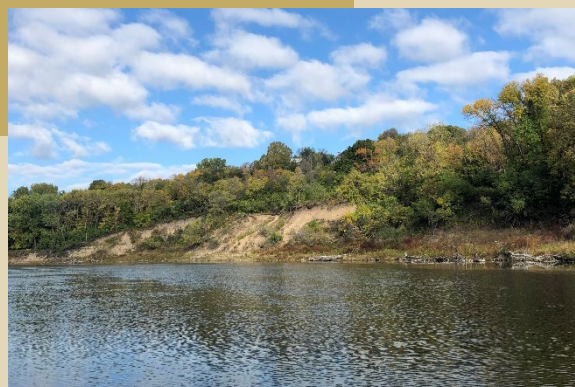
The draft plan amendment followed the appropriate review process and went through a public hearing to adopt the proposed changes. In October 2022, it was adopted by the LMRWD Board of Managers.

The Watershed Management Plan governs LMRWD decision-making, but it is also a living document. Regular reviews help ensure efforts are on track.



Gully Inventory and Condition Assessment Volume 2

The LMRWD developed standards and rules focused on protecting steep-sloped areas prone to erosion and gully formation. The 2021 Gully Inventory and Condition Assessment Project identified new gullies in areas not surveyed in 2008 or 2020 that may be contributing sediment to the Minnesota River using desktop assessment, field work, and data evaluation in Dakota and Scott counties.



Revisions to LMRWD Rules

In 2022, the Board authorized staff to begin the rules revision process. The rule changes removed potential confusion and streamlined the LMRWD's permitting process for applicants, the Board of Managers, and staff. The draft rules were submitted in writing to managers, BWSR, and all public transportation authorities for review and comment on August 11, 2022, allowing a minimum of 45 days for review. The final rules were adopted at the October 19 board meeting.



Lower Minnesota River Floodplain Model Feasibility Study

In 2002, the Minnesota River floodplain model was developed by the USACE, the Minnesota DNR, and the LMRWD. Since the model was developed 20 years ago, a lot of development has occurred in the area, raising concerns that flood elevations had increased. The LMRWD evaluated the effectiveness of its floodplain and drainage alteration rule (Rule C), which prevents floodplain encroachment from development activities to adversely affect flood elevations on the Minnesota River. We determined that Rule C is fulfilling its purpose of reducing flood elevation increases caused by floodplain development.

The LMRWD leads studies to ensure its unique features are managed effectively.



Sustainable Lakes Management Plan (Trout Lakes)

This project studied the trout lakes within the LMRWD to develop a management plan for the lakes. The plan is currently under development and LMRWD is working with partner cities to gain input and collaboration needed to finalize the plan. This project will ensure that trout lakes, a valuable resource requiring very specific conditions, will be sustainable as development of surrounding areas continues.



Trout Streams Gaps Analysis and Management Plan

The LMRWD is home to five state-designated trout streams, two trout lakes, and several additional undesignated streams that are thought to have sustained past trout populations. In 2019, the LMRWD completed a geomorphic assessment of all trout waters to assess their health. The Trout Streams Gaps Analysis and Management Plan focuses on managing three trout species—brook trout, brown trout, and rainbow trout. All three species require cold water habitat, but each has slightly different needs that affect their distribution and survival. The trout streams in this study were evaluated based on a range of parameters suitable for both brook and brown trout and a high-level summary was created for each of the streams reviewed.

D. WORK PLAN AND BUDGET

The LMRWD will continue working on Capital Improvement projects as defined in the Watershed Management Plan. The work plan and budget include the projects and programs introduced below. Financial information can be found in the appendix.

Program Name and Description
<p>Cost-Share Incentives and Water Quality Restoration Program LMRWD will have funding available for community members to implement water resources projects and guide educational activities.</p>
<p>Education and Outreach Program The LMRWD will continue to lead activities that engage and inform the community in watershed management.</p>
<p>Fen Stewardship Program The LMRWD is developing specific management strategies for continued protection and preservation of these valued resources.</p>
<p>Monitoring Program The monitoring program will continue to track progress toward water quality goals.</p>
<p>Permit Program The permit program will continue to ensure new development complies with the watershed management plan and District rules.</p>
<p>Capitol Improvement Projects:</p>
<p>Minnesota River Floodplain Modeling The Lower Minnesota River Floodplain Model Feasibility Study determined that the hydrologic and hydraulic modeling commonly used to regulate development in the floodplain and evaluate Rule C permits is out of date. The initial capital investment of updating the model will be followed by annual updates to incorporate the most recent data from municipalities and LMRWD permits.</p>
<p>Spring Creek Erosion Control The creek will be prone to further erosion without the added protection of adequate vegetation. Vegetation management (e.g., removal of invasives, native plantings, etc.), particularly in the floodplain and channel banks, will be explored with the property owners.</p>
<p>Dredge Management Site The US Army Corps of Engineers is required to maintain a nine-foot channel within the Minnesota River for navigation. The LMRWD is responsible for providing placement sites for the dredge material. The site, located in Savage, MN, requires site improvements to successfully continue its operations. Improvements for the access road and upstream culvert will be completed in 2023.</p>
<p>Minnesota River Study Area 3 – Bluff Stabilization Project To address riverbank erosion, we will analyze the design and construction of the Minnesota River at Study Area 3 project in Eden Prairie. A study was completed in October 2008 for the City of Eden Prairie in cooperation with the district. Our project will expand the 2008 study by collecting and analyzing additional data that will extend to the final design, permitting, and construction.</p>
<p>Gully Inventory and Assessment The LMRWD will continue ongoing work to inventory and assess gullies, which are steep slopes that can contribute to erosion issues. This work will help target gullies that may be contributing sediment to the Minnesota River</p>
<p>Lower Minnesota River Corridor Management Plan After completing the corridor plan in 2022, the District will guide implementation steps.</p>

E. PROGRESS ON GOALS

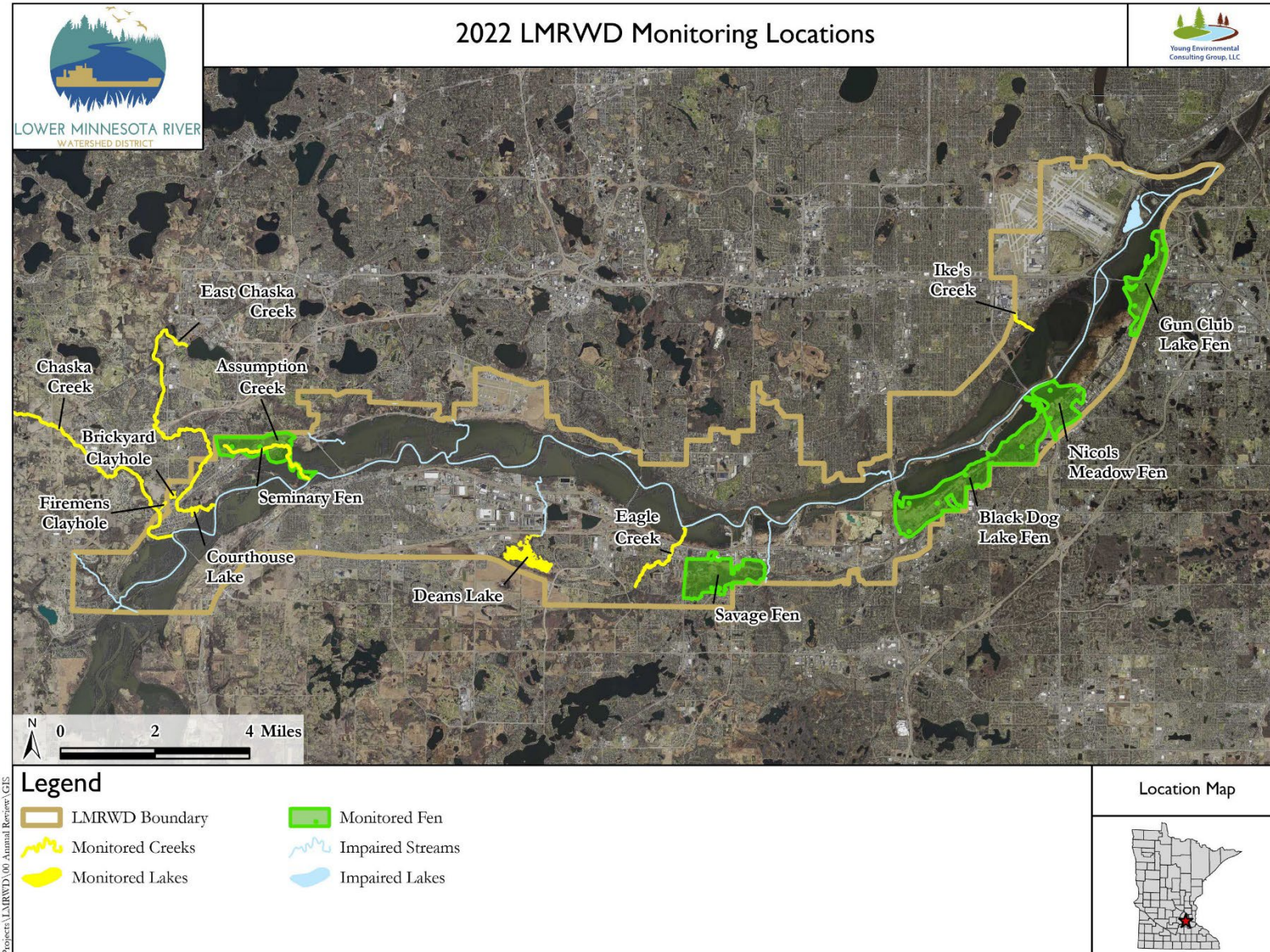
Goal	Strategies	Short-Term Metric	Long-Term Metric	2022 Progress to Goal
Goal 1: Organizational Management	<ul style="list-style-type: none"> • Cooperate with local, state, and federal government; other agencies; and non-government organizations on issues affecting the District's resources. • Provide public information services • Perform periodic assessments and program reviews 	<ul style="list-style-type: none"> ✓ Completion of scheduled activities ✓ Annual LGU Audits ✓ Amount of dollars from other agencies and property owners 	<ul style="list-style-type: none"> ✓ Formation of a Minnesota River Basin Commission ✓ Legislative funding support 	<ul style="list-style-type: none"> ✓ Continued collaboration with partners on water and natural resources projects ✓ Hosted municipal/LGU coordination meetings ✓ Managed legislative funds encumbered for dredge material management
Goal 2: Surface Water Management	<ul style="list-style-type: none"> • Provide strategic resource evaluation and management • Develop High value resources area overlay district • Create watershed management standards • Promote disconnected stormwater management and low-impact development • Cost-share incentive program • Water quality restoration programs • Modify and continue the monitoring program • Complete detailed data assessments • Coordinate with other agencies and water quality programs • Steep Slopes Standard • Develop a Vegetation Management Standard/Plan 	<ul style="list-style-type: none"> ✓ Number and types of projects completed as part of the Cost Share Incentive Program and Water Quality Restoration Programs ✓ Number of targeted studies and projects completed 	<ul style="list-style-type: none"> ✓ Positive trends in water quality parameters identified for monitoring efforts 	<ul style="list-style-type: none"> ✓ Continued surface water management programs ✓ Continued monitoring program ✓ Continued the cost-share incentive program

Goal	Strategies	Short-Term Metric	Long-Term Metric	2022 Progress to Goal
Goal 3: Groundwater Management	<ul style="list-style-type: none"> • Provide strategic resource evaluation and management • Modify and continue the monitoring program • Support wellhead protection efforts • Develop infiltration standard • Promote conservation and wise use of groundwater • Groundwater monitoring • Regional modeling 	✓ Number of targeted studies and projects completed	✓ Positive trends in water quality parameters identified for monitoring efforts	✓ Continued monitoring lakes, streams, and fens
Goal 4: Unique Natural Resources Management	<ul style="list-style-type: none"> • Provide strategic resource evaluation and management • Modify and continue the monitoring program • Data acquisition and management • Provide technical assistance • Provide educational opportunities • Develop a mechanism for identifying and acquiring high value conservation easements • Encourage wildlife connectivity projects that achieve multiple goals, such as water quality improvements and fen and steep slopes protection • Develop a Vegetation Management Standard/Plan 	<ul style="list-style-type: none"> ✓ Number of targeted studies and projects completed ✓ Development and completion of the Fen Stewardship Plan ✓ Development of groundwater model for fen management 	<ul style="list-style-type: none"> ✓ Number and acreage of unique natural resources protected, restored, or enhanced ✓ Acquisition of high valued easements ✓ Sustained protection of the fens and trout waters 	✓ Drafted the <i>Seminary Fen Stewardship Plan</i>
Goal 5: Wetland Management	<ul style="list-style-type: none"> • Provide strategic resource evaluation/management • Develop a mechanism for identifying and acquiring high value conservation easements • Delegate Wetland Conservation Act (WCA) to LGUs • Require LGUs to conduct wetland inventories and complete wetland management plans • Review WCA notices as received • Wetland Standard • Develop a Vegetation Management Standard/Plan 	✓ Completion of scheduled activities	✓ Number and acreage of wetlands protected, restored, or enhanced	✓ Continued support to LGU partners regarding WCA

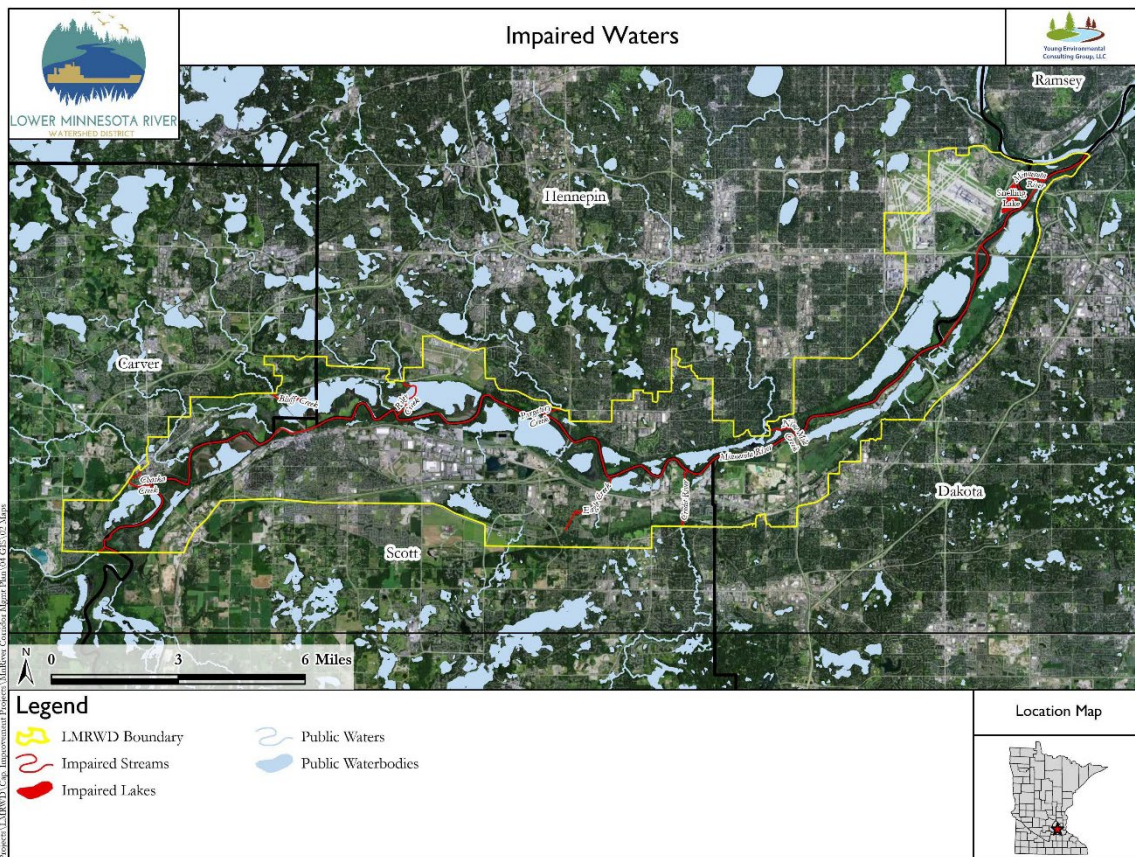
Goal	Strategies	Short-Term Metric	Long-Term Metric	2022 Progress to Goal
Goal 6: Floodplain and Flood Management	<ul style="list-style-type: none"> • Floodplain and drainage alteration standard • Infiltration and peak flow standards • Manage localized flooding • Adopt infiltration and peak flow standards 	<ul style="list-style-type: none"> ✓ Completion of scheduled activities 	<ul style="list-style-type: none"> ✓ Number of structures damaged and value of flood damages ✓ Preservation of floodplain resources 	<ul style="list-style-type: none"> ✓ Completed the <i>Lower Minnesota River Floodplain Model Feasibility Study</i>
Goal 7: Erosion and Sediment Control	<ul style="list-style-type: none"> • Watershed management standards • Steep Slopes Standard • Support the NPDES general permit • Erosion and Sediment Control Standard • Develop a Vegetation Management Standard/Plan • Provide streambank and mainstem erosion assessment • Continue gully erosion repair • Promote and encourage shoreland protection • Shoreline and streambank standard 	<ul style="list-style-type: none"> ✓ Completion of scheduled activities ✓ Reduction in streambank and ravine bank and slope failures 	<ul style="list-style-type: none"> ✓ Positive trends in water quality ✓ Protection and preservation of Minnesota River Bluff 	<ul style="list-style-type: none"> ✓ Continued to manage steep slopes ✓ Finalized second gully inventory and condition assessment
Goal 8: Commercial and Recreational Navigation	<ul style="list-style-type: none"> • Promote safety education • Manage existing Cargill East River (MN – 14.2 RMP) dredge material site • Beneficial use plan for dredge materials • Develop a funding structure to ensure proper maintenance and improvement along the river 	<ul style="list-style-type: none"> ✓ Completion of scheduled activities ✓ Number of targeted studies and projects completed 	<ul style="list-style-type: none"> ✓ Secure regular congressional and state Legislative funding for the 9-Foot channel 	<ul style="list-style-type: none"> ✓ Continued to manage dredged material at the Cargill East River site to maintain a 9-foot navigation channel
Goal 9: Public Education and Outreach	<ul style="list-style-type: none"> • Provide public information services • Provide educational opportunities • Promote safety education • Maintain Citizen Advisory Committee (CAC) • Develop an outreach program • Engage volunteers • Provide opportunity for public input • Produce scientific studies and work products • Promote a variety of education programs • Use multiple outlets to distribute information 	<ul style="list-style-type: none"> ✓ Number and types of sponsored events ✓ Number of participants at events ✓ Number of articles, press releases, and pamphlets developed and printed ✓ Number of volunteers 	<ul style="list-style-type: none"> ✓ Same as short-term metrics 	<ul style="list-style-type: none"> ✓ Attended 3 local engagement events ✓ Developed educator grant program ✓ Continued to maintain CAC ✓ Maintained website and social media accounts

F. SUMMARY OF SIGNIFICANT TRENDS IN MONITORING DATA

The LMRWD continues to monitor data at locations across the watershed. Data is collected on creeks, lakes, and fens.




IMPAIRED WATERS



Several streams, parts of streams, and lakes are listed in the Minnesota Pollution Control Agency’s 2022 list of impaired waters. The impairments are being addressed with total maximum daily load (TMDL) plans that are designed to reduce or eliminate the impairments.

Waterbody	Affected Use	Pollutant or Stressor
Minnesota River	<ul style="list-style-type: none"> • Aquatic Recreation, Aquatic Life, Fish Consumption 	<ul style="list-style-type: none"> • Fecal Coliform, Dissolved Oxygen, Mercury in Fish Tissue, Mercury in the Water Column, Nutrients, PCB in Fish Tissue, Turbidity
Snelling Lake	<ul style="list-style-type: none"> • Fish Consumption 	<ul style="list-style-type: none"> • Mercury in Fish Tissue
Bluff Creek	<ul style="list-style-type: none"> • Aquatic Life 	<ul style="list-style-type: none"> • Fish and Biological Assessments, Turbidity
Nine Mile Creek	<ul style="list-style-type: none"> • Aquatic Life, Aquatic Recreation 	<ul style="list-style-type: none"> • Chloride, Fish and Biological Assessments, E.Coli
Riley Creek	<ul style="list-style-type: none"> • Aquatic Life, Aquatic Recreation 	<ul style="list-style-type: none"> • Turbidity, E.Coli, Fish and Biological Assessments



Waterbody	Affected Use	Pollutant or Stressor
Purgatory Creek	<ul style="list-style-type: none"> • Aquatic Life, Aquatic Recreation 	<ul style="list-style-type: none"> • Escherichia Coli, Fish and Biological Assessments
Credit River	<ul style="list-style-type: none"> • Aquatic Life, Aquatic Recreation 	<ul style="list-style-type: none"> • Chloride, Escherichia Coli, Fish and Biological Assessments
Unnamed Creek	<ul style="list-style-type: none"> • Aquatic Recreation 	<ul style="list-style-type: none"> • Fecal Coliform
Carver Creek	<ul style="list-style-type: none"> • Aquatic Recreation 	<ul style="list-style-type: none"> • Fecal Coliform
Carver Creek	<ul style="list-style-type: none"> • Aquatic Life 	<ul style="list-style-type: none"> • Turbidity, Fish and Biological Assessments, Nutrients
Chaska Creek	<ul style="list-style-type: none"> • Aquatic Recreation 	<ul style="list-style-type: none"> • Fecal Coliform
East Creek	<ul style="list-style-type: none"> • Aquatic Life, Aquatic Recreation 	<ul style="list-style-type: none"> • Turbidity, Fecal Coliform, Chloride, Fish and Biological Assessments
Sand Creek	<ul style="list-style-type: none"> • Aquatic Life 	<ul style="list-style-type: none"> • Turbidity, Fish and Biological Assessments, Nutrients
Assumption Creek	<ul style="list-style-type: none"> • Aquatic Life 	<ul style="list-style-type: none"> • Fish Bioassessments

TRENDS AND IMPROVEMENTS

Trend analysis is a technique applied to data collected over a defined time period to assess whether the quality or health of the resource assessed is getting better or worse. Different organizations collect and report samples on behalf of the District, and each may use different methods and different data records to assess trends. Therefore, the trends identified by each organization and reported here may not be comparable. The District is working toward making this information uniform and accessible.

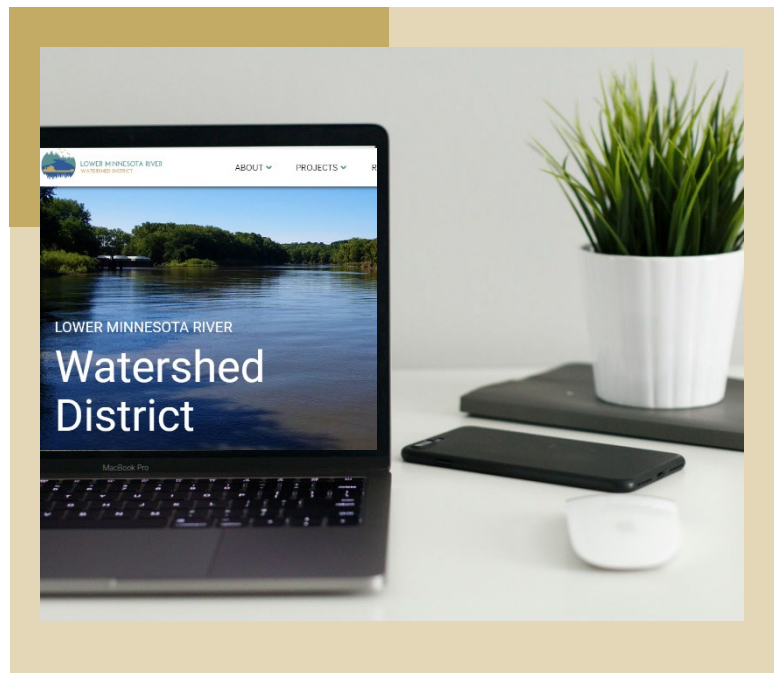
While most lakes did not experience a change in water quality status during the previous year, two lakes are showing improvement. (1) Brickyard Clayhole showed signs of reduced phosphorus concentrations and (2) Courthouse Lake, a high-quality trout lake, continues to improve with increasing transparency and decreased phosphorous concentrations.

Most rivers and streams did not trend dramatically in any direction, though two creeks showed water quality changes. (1) Eagle Creek is facing challenges with the increase in chloride concentrations, though the quality remains good and stable. (2) Ike’s Creek is trending toward improvements with trout populations increasing to their optimal level. We will continue to gain water quality data necessary to evaluate long-term trends.

The District’s fens show no marked trends in water quality, though the LMRWD still works to restore and protect these wetland resources.

G. ANNUAL COMMUNICATION

In addition to ongoing communication from the LMRWD to constituents through website updates and public meetings, we release the annual report as a formal communication tool. The annual report provides a snapshot of ongoing projects, goal progress, and day-to-day activities.



<https://lowermnrivewd.org>



LMRWD AT A GLANCE

PEOPLE

The District is managed by our Board of Managers with input from the Citizen Advisory Committee, Technical Advisory Committee, staff, and consultants. Learn more on pages 1-3.

WATER QUALITY

The LMRWD carefully monitors water quality data to understand trends and mitigate impaired waters. Learn more on page 17.

PROJECTS

We completed a number of projects in 2022 to control erosion, manage stormwater, protect river corridors, and much more. Learn more on page 6.

EDUCATION/ OUTREACH

The District oversees a robust education and outreach program to engage the public in unique resources and promote a community approach to water management. See page 21.

WORK PLAN

A comprehensive work plan guides the District's day-to-day work. The work plan is based on the watershed management plan and large-scale goals. See the 2022 work plan on page 13.

REGULATORY

The LMRWD collaborates with neighboring cities on local water plans while overseeing a comprehensive regulatory program. Learn more about these efforts beginning on page 26.

GOALS

The LMRWD goals focus on protecting unique natural resources in an area of the Twin Cities metro that continues to develop. Learn more about our goals and progress on page 14.

FINANCIAL

The LMRWD is funded by contributing counties and other governmental resources and grants. To better understand the watershed budget and revenue, see the appendix.

EDUCATION AND OUTREACH

The LMRWD leads a dynamic education and outreach program to work with the community. Here are a few of the tools used to reach out to stakeholders throughout the year.



Citizen Advisory Committee (CAC)

The LMRWD CAC held ten meetings in 2022. The groups activity ranged from on-site at Ike's Creek trout stream in Bloomington to virtual learning at the 2022 Salt Symposium. The group developed a tri-fold poster board to bring to local events, describing the LMRWD cost-share program along with information on raingardens, native plants, rain barrels, and winter salt use. They also reviewed the first-ever educator mini-grant applications to help fund education activities.



Social Media

The LMRWD continued to maintain its presence on social media with frequent postings to Facebook, Instagram, and Twitter.

To increase its followers and reach on these platforms, we focus posts on stormwater best management practices, water conservation, LMRWD programs and projects, and national water quality days.

Follow along to join the conversation:



[/lowerminn](#)



[/lowerminn](#)



[LowerMinn](#)



Website

An [education page](#) was developed for the [LMRWD website](#) in 2022. This page highlighted the new educator mini-grant program while also showcasing newly created stormwater and natural resource handouts. A page dedicated to [residents](#) was also created. This page is a one-stop-shop for residents looking to learn more about the LMRWD and how to participate in watershed programs. The website also shares recent news, events, and project information.





Interpretive Signage

Two interpretive signs were designed and installed in 2022:

1. The [East Chaska Creek sign](#) details the project with the City of Chaska to stabilize the banks of the creek to minimize the amount of eroded soil entering the Minnesota River.
2. The [Eagle Creek/Savage Fen sign](#) highlights the unique resources that can be found in the LMRWD.



Schools and Community Engagement

The LMRWD continued outreach to local schools. In 2022, some of our highlights included:

- Coordinating with our partners, the City of Burnsville and Dakota County Soil and Water Conservation, on curriculum and field lessons for Burnsville High School science classes.
- Supporting Nine Mile Creek Watershed District in three 30-minute classroom presentations for Normandale Hills. The presentations and activities centered around the water cycle and watersheds.
- Launching the new Educator Mini-Grant program, designed to assist local educators and to further the LMRWD's mission and goals of water quality restoration, groundwater conservation, and wildlife connectivity. The grant program helps increase public awareness of the Minnesota River and its unique natural resources with mini-grants up to \$500. The program, with a budget of \$5,000, was considered and approved in September 2022 by the board of managers. More than 100 schools and other educators and organizations providing education were contacted about this program. Two local educators applied for and were awarded the grant in November.
- Members of the CAC attended local events this year including the Dakota County Fair, Carver County Fair, and Scott County Outdoor Education Days to increase awareness of LMRWD programs and projects.



Monthly Meeting Packet

Each month in 2022, the LMRWD emailed interested parties a link to the meeting agendas, minutes, and packet materials for each meeting.





Publications

In 2022, the LMRWD published all public hearing notices in the *Minneapolis Star Tribune*.



Technical Assistance Cost-Share

As part of the annual contract, the LMRWD and both Dakota County Soil and Water Conservation District (SWCD) and the Scott SWCD provide a technical assistance cost-share program to residents within the LMRWD. As part of that program, the Dakota County SWCD developed a raingarden in Burnsville.



Metro Children’s Water Festival

The Metro Children’s Water Festival teaches students about water resources to manage and protect them. The LMRWD has been a sponsor for many years and last contributed to the event in 2020, when the event was virtual.

The festival returned in-person in 2022 and the LMRWD provided funds for transportation for local students from the watershed to attend the festival.



Minnesota River Congress

The Minnesota River Congress is a citizen-led group that was formed after the Minnesota River Board disbanded in 2014. It is comprised of non-governmental organizations, local government officials, state agency representatives, and citizens that are focused on the natural resource and economic health of the Minnesota River Basin.

The LMRWD has supported the group since the beginning by providing matching grants for its work influencing public policy. In 2022, the LMRWD provided a \$100 sponsorship from the education budget for this event.



Cost-Share Incentive and Water Quality Restoration Grant Program

The LMRWD provides a program for residents, businesses, neighborhoods, and communities to apply for matching funds for projects intended to improve water quality and provide public education. This program requires a 50% match.

All projects approved under this program were completed by November 1. In 2022, LMRWD included \$50,000 in its budget for this program. The LMRWD received applications for a total of \$19,060. All applications were approved. The 2022 projects are listed below:

- 4624 Overlook Drive, Bloomington, MN:
Rain Garden=\$2,500
- 11533 Palmer Circle, Bloomington, MN:
Regrading and Raingarden=\$2,500
- 1033 Sunny Ridge Drive, Carver, MN:
Raingarden=\$1,641
- Sutton Place Two Condo Association, Bloomington, MN:
Remove impervious and raingarden=\$7,500
- 4562 McColl Drive, Savage, MN:
Stormwater management=\$2,500



Hennepin County Chloride Initiative

The LMRWD and partners used 2019 Watershed Based Implementation Funding to assist local governments and winter maintenance professional in purchasing equipment to reduce the amount of salt they use. Four applications were received and approved. Applications were from the City of Chaska, to retrofit City snowplows with segmented bladed; Eden Prairie Schools, to upgrade equipment with the purchase of two granular salt spreaders; City of Edina, to purchase new equipment to remove snow at Braemar Ice Arena; and Edina Public Schools. Also provided a grant to the City of Chanhassen for the purchase of equipment to reduce use of chloride de-icing material. Two [videos](#) have also been developed that can be used by watershed districts to help educate the public about the use of salt for winter ice control and a website is available with smart salting educational tools.



H. SOLICITATION FOR CONSULTANT PROPOSALS

In accordance with MN Statute 103B.227 Subd. 5. “a watershed management organization shall at least every two years solicit interest proposals for legal, professional, or technical consultant services before retaining the services of an attorney or consultant or extending an annual services agreement”.

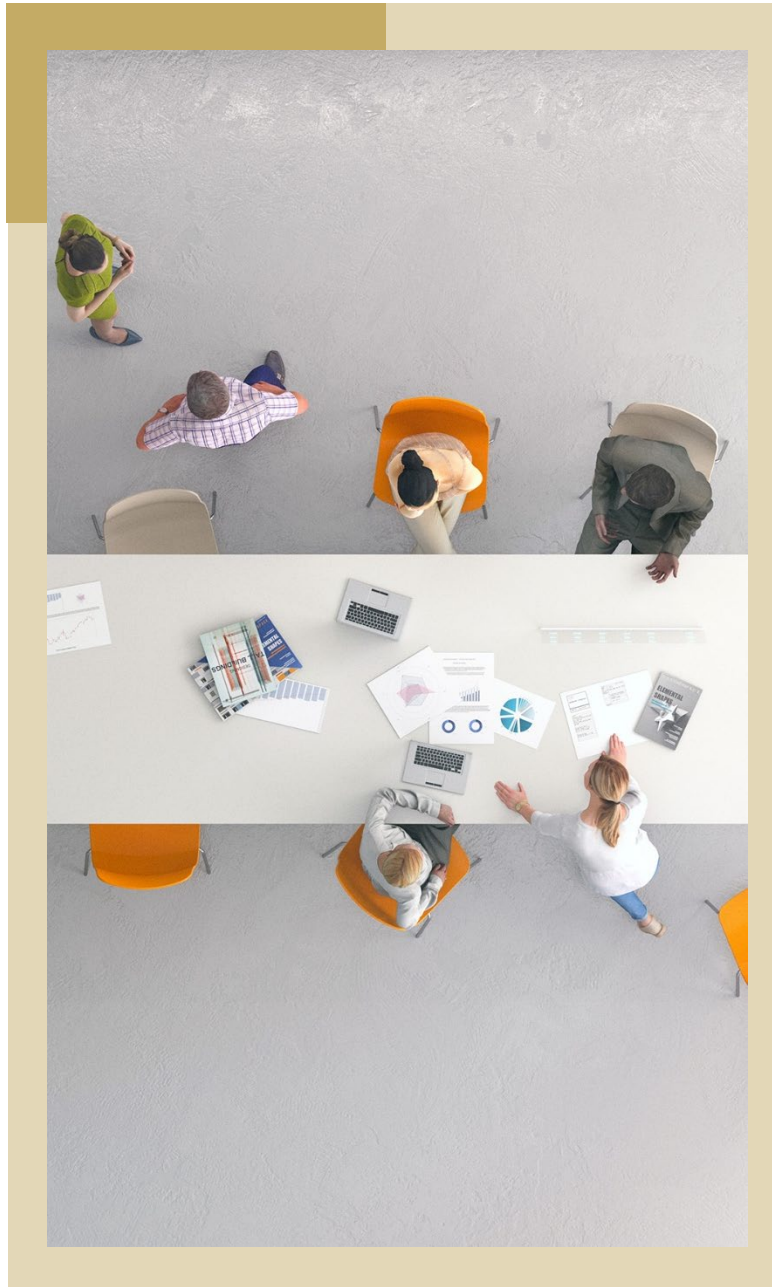
The LMRWD published notice that it was accepting proposals for legal and technical services in the State Register on **February 14 and 22, 2022**. It was also posted on the LMRWD website. The deadline to submit proposals was **March 16, 2022**. The LMRWD received one proposal to provide Technical Services from Young Environmental Consulting Group, LLC. No proposals were received to provide legal services. Since no proposals were received, the LMRWD extended its agreement with Rinke Noonan. Both Young Environmental Consulting Group, LLC and Rinke Noonan have accepted offers to continue their roles to provide technical and legal services to the LMRWD for the next two years.

Consultant Pool

At the February 16, 2022, meeting the Board of Managers authorized advertising for Statements of Qualification from engineering firms interested in being included in a consultant pool. Notice of the request was published in the **February 28, 2022**, and **March 7, 2022**, State Register. It was also posted to the LMRWD website. Nine statements of qualification were received from Barr Engineering Company, Bolton & Menk, Inc, EOR Inc., ISG Inc., Windsor Engineers, WSB, Ultieg Engineers, HR Green, and IMO Consulting Group. All firms were approved to form the consulting pool.

Audit & Financial Services

No proposals were received for audit or financial services.



<https://lowermnriverwd.org/news/requests-proposals>

I. LOCAL WATER PLAN ADOPTION

2010

MENDOTA

In April 2010, water management is contained in Mendota's Comprehensive Plan.

2011

SAVAGE

In June 2011, the City began updating its Local Surface Water Management Plan.

2013

LILYDALE

Lilydale's Dec. 2013 plan adopted a resolution in 2018, conditionally approving the Local Surface Water Management Plan.

2015

MSP & FLYING CLOUD AIRPORTS

In May 2015, both airports revised their stormwater pollution prevention plans (SWPPPs).

2017

BURNSVILLE

In November 2017, Burnsville adopted its Local Surface Water Management Plan.

2018

CHANHASSEN

In January 2018, Chanhassen adopted its Local Surface Water Management Plan.

BLOOMINGTON

- ▶ In June 2018, Bloomington adopted its Local Surface Water Management Plan.

MENDOTA HEIGHTS

- ▶ In July 2018, Mendota Heights adopted its Local Surface Water Management Plan.

CHASKA

- ▶ In November 2018, Chaska adopted its Local Surface Water Management Plan.

CARVER

- ▶ In December 2018, Carver adopted its Local Surface Water Management Plan.

2019

EAGAN

In January 2019, Eagan adopted its Local Surface Water Management Plan.

SHAKOPEE

- ▶ In November 2019, Shakopee adopted its Local Surface Water Management Plan.

2020

EDEN PRAIRIE

In December 2020, Eden Prairie adopted its Local Surface Water Management Plan.

The LMRWD did not adopt any new local water plans in 2022. The timeline to the left shows local water plan adoption over the last decade of water management and collaboration.



J. STATUS OF LOCALLY ADOPTED ORDINANCES

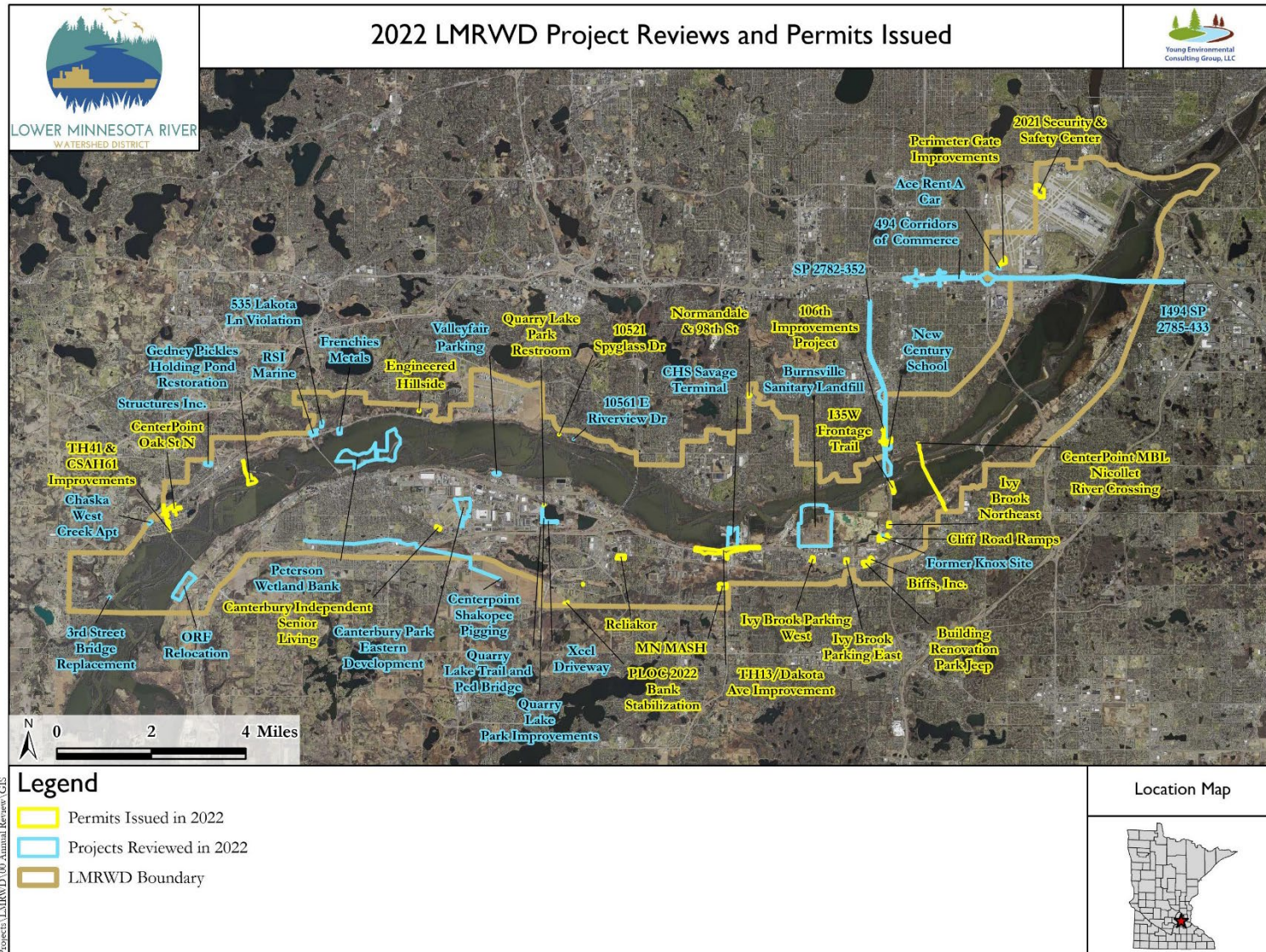
The LMRWD first adopted rules in 2020, which were amended in October 2022. Local governments that wish to obtain a municipal permit must highlight how they intend to implement and enforce rules through official controls (i.e. ordinances). Municipal permits have been approved for six local government units (LGU) within the District with one conditional approval. 2022 marked the first year that the District completed inspections to confirm compliance with District rules during and after the construction of permitted projects.

Municipal permit holders are shown below, with ongoing coordination planned for 2023 with communities not listed. We appreciate our collaboration with our local partners to strengthen our watershed's protection of natural resources.

Date	City	Ordinance	Status
2020	City of Eagan	Municipal LGU Permit	Approved
2020	City of Mendota Heights	Municipal LGU Permit	Approved
2020	City of Bloomington	Municipal LGU Permit	Approved, does not include permitting authority for Rule C – Floodplain and Drainage Alteration
2021	City of Carver	Municipal LGU Permit	Approved, does not include permitting authority for Rule C – Floodplain and Drainage Alteration
2021	City of Shakopee	Municipal LGU Permit	Approved, does not include permitting authority for Rule C – Floodplain and Drainage Alteration
2022	City of Burnsville	Municipal LGU Permit	Conditionally Approved

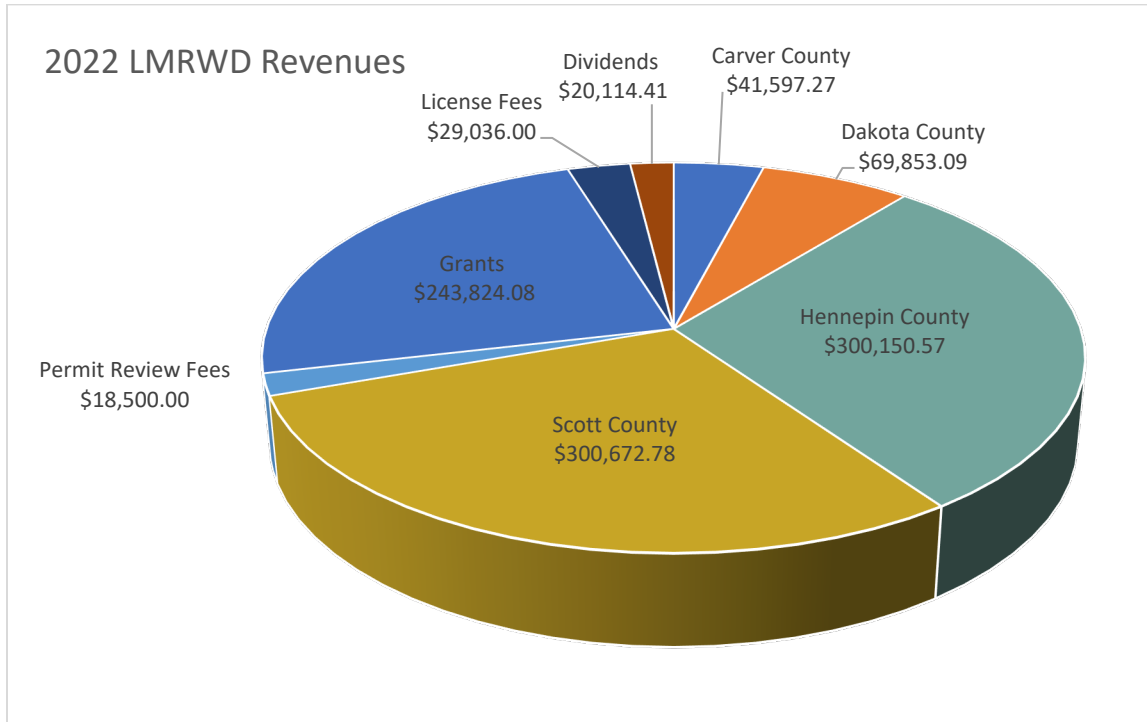
K. SUMMARY OF PERMITS/VARIANCES

The LMRWD continues to oversee a permitting program to ensure that new development in the community complies with watershed district rules. In 2022, the District reviewed and approved 22 permits and led an inspection program to oversee projects as needed.



APPENDIX: FINANCIAL INFORMATION

The LMRWD is funded by a variety of revenue sources, with carefully managed work to improve water and natural resources:





LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 5. A. - 2022 Scott County Monitoring report

Prepared By

Linda Loomis, Administrator

Summary

Troy Kuphal, and staff from the Scott Soil & Water Conservation District, will attend the meeting to present the findings of water resource monitoring conducted in 2022. The agreement for 2023 monitoring services and scope of work is attached for the Board to review, approve and authorize execution of the agreement. The hourly rates have increased, but the proposed services and budget caps remain the same as in 2022. The SWCD will need to request an increase in 2024 to catch up with inflation and cost of living increases. A summary of the charges from 2022 is attached for the Board's information.

Attachments

Agreement between the Lower Minnesota River Watershed District and the Scott Soil & Water Conservation District for Monitoring, Technical, Education and other Conservation Services and 2023 Statement of Work.

Recommended Action

Motion to approve Agreement between the Lower Minnesota River Watershed District and the Scott Soil & Water Conservation District for Monitoring, Technical, Education and other Conservation Services and 2023 Statement of Work and authorize execution



Lower Minnesota River Watershed District
 2022 Scott SWCD Budget Summary of Services
 as of 12/31/2022

	Budget	Billed to Date as of 12/31/2022	Balance as of 12/31/2022
Task I			
Water Quality and Flow - Eagle Creek	\$7,400.00	\$8,883.00	-\$1,483.00
Water Quality and Flow - Dean Lake	\$7,100.00	\$7,423.00	-\$323.00
Well Monitoring	\$2,300.00	\$3,316.50	-\$1,016.50
Thermal Monitoring	\$2,900.00	\$3,137.00	-\$237.00
Reporting	\$2,300.00	\$1,842.50	\$457.50
Task II			
Technical Asst & Cost Share	\$4,000.00	\$2,332.00	\$1,668.00
Cost Share	\$2,200.00	\$0.00	\$2,200.00
Task III			
Education & Outreach	\$4,100.00	\$2,077.00	\$2,023.00
Task IV			
Other Services	\$750.00	\$0.00	\$750.00
Grand Total	\$33,050.00	\$29,011.00	\$4,039.00

**AGREEMENT BETWEEN THE LOWER MINNESOTA RIVER WATERSHED DISTRICT
AND THE SCOTT SOIL AND WATER CONSERVATION DISTRICT FOR MONITORING, TECHNICAL,
EDUCATION, AND OTHER CONSERVATION SERVICES**

This Contract for Services (Contract) is made and entered into between the Lower Minnesota River Watershed District ("LMRWD"), a body corporate and politic, and the Scott Soil and Water Conservation District, an independent contractor ("Contractor" or "SSWCD").

WHEREAS, the LMRWD is in need of services from SSWCD as set forth in the Statement of Work, attached hereto as Attachment 1, and the SSWCD desires and is capable of providing such services.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. TERM

This Contract shall be in effect as of January 1, 2023, notwithstanding the dates of the signatures of the parties, and shall continue through December 31, 2023, unless earlier terminated by law or according to the provisions herein.

2. CONTRACTOR'S OBLIGATIONS

The LMRWD hereby contracts with the SSWCD to provide services related to monitoring (water quality, thermal and well), technical assistance and cost share, education, and other engineering, technical and administrative services, as set forth in Attachment 1 - 2023 Statement of Work.

The Services shall commence immediately upon receipt of notice to proceed from the LMRWD Administrator, who will serve as the LMRWD's agent for such services and will administer this Contract.

3. PAYMENT

3.1 Invoicing. The SSWCD will invoice the LMWRD on a time and materials basis. The maximum amount for which the SSWCD may invoice the LMRWD under this Agreement shall be \$33,050, unless otherwise authorized in advance by the LMRWD Administrator. As set forth in Attachment 1, monitoring services shall not exceed \$22,000; landowner technical assistance and cost share shall not exceed \$6,200, education services shall not exceed \$4,100; and other technical and administrative services shall not exceed \$750. The SSWCD shall not invoice the LMRWD for any additional or other time or materials without prior authorization by the LMRWD Administrator.

3.2 Compensation. The SSWCD will invoice for services according to the following hourly rates:

Administrative Assistant	\$57
Resource Conservation Technician	\$65
Water Resource Specialist, Ag Program Specialist, Outreach and Education Specialist	\$70
Resource Conservationist I, Natural Resource Specialist	\$75
Resource Conservationist II, Finance and Accounting Specialist	\$80
District Director	\$90
SWCD monitoring equipment surcharge	
Water quality sampling – YSI sonde or equivalent, incl. supplies	\$10
Flow measurement – Flowtracker or equivalent	\$5

3.3 Time of Payment. The LMRWD shall make payment to SSWCD within sixty (60) days of the date on which an itemized invoice is received. If the invoice is incorrect, defective, or otherwise improper, the LMRWD will notify The SSWCD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from the SSWCD, the LMRWD will make payment within thirty-five (35) days.

3.4 Payment for Unauthorized Claims. The LMRWD may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the LMRWD from questioning the propriety of the claim. The LMRWD reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

3.5 Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the LMRWD shall pay to the SSWCD, for services provided in a satisfactory manner, a sum based upon the actual time spent at the rates stated in paragraph 3.2. In no case shall such payment exceed the total contract price.

4. COMPLIANCE WITH LAWS/STANDARDS

4.1 General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

4.2 Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota, County of Scott.

5. INDEPENDENT CONTRACTOR STATUS

The SSWCD is an independent contractor and nothing herein contained shall be construed to create the relationship of employer and employee between LMRWD and the SSWCD. The SSWCD shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. The SSWCD shall have discretion as to working methods, hours and means of operation. The SSWCD acknowledges and agrees that the SSWCD is not entitled to receive any of the benefits received by LMRWD employees and is not eligible for workers' or unemployment compensation benefits. The SSWCD also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the SSWCD and that it is the SSWCD's sole obligation to comply with the applicable provisions of all federal and state tax laws.

6. SUBCONTRACTING

6.1 The parties shall not enter into any subcontract for the performance of the services contemplated under this Contract nor assign any interest in the Contract without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.

6.2 Any subcontractor approved by the LMRWD will be required to provide proof of insurance to the LMRWD in coverage and amount the same as the SSWCD. Prior to or concurrent with execution of this Contract, the SSWCD shall file certificates or certified copies of its subcontractor(s)' policies of insurance with the LMRWD. All fees for services and all job supervision will remain the obligation of the SSWCD.

6.3 The SSWCD agrees to pay any subcontractor within ten (10) days of the SSWCD's receipt of payment from the LMRWD for undisputed services provided by the subcontractor. The SSWCD agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

7. INDEMNIFICATION

Each party to this Contract shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. Each party hereby agrees to indemnify, hold harmless and defend the other, its officers, employees or agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other party, its officers, employees or agents, may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its officers, employees or agents, in the

execution, performance, or failure to adequately perform its obligations pursuant to this Contract. Minn. Stat. Ch. 466 and other applicable laws shall govern the liability of the LMRWD.

8. INSURANCE

8.1 General Terms. At its own expense and in order to protect the SSWCD and to protect the LMRWD under the indemnity provisions set forth above, The SSWCD shall procure and maintain policies of insurance covering the term of this Contract, as set forth in the Insurance Terms, unless waived or amended by the LMRWD in writing.

8.2 Certificates. Prior to or concurrent with execution of this Contract, the SSWCD shall file certificates or certified copies of such policies of insurance with the LMRWD.

8.3 Failure to Provide Proof of Insurance. The LMRWD may withhold payments or immediately terminate this Contract for failure of the SSWCD to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

9. FORCE MAJEURE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers; provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

10. OWNERSHIP, COPYRIGHTS AND FUTURE USE OF WORK PRODUCT

Upon the completion of this Contract, all work product, data compilations, and materials of any kind, regardless of the format in which they exist will become the sole and exclusive property of the LMRWD. The SSWCD, at the request of the LMRWD, shall execute any necessary documents to transfer ownership rights to the LMRWD. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, actually or constructively reduced to practice by the SSWCD or its employees or agents in the course of or in connection with this Contract, the SSWCD shall immediately give the LMRWD's authorized representative written notice and complete information thereof.

In all publications or press releases or presentations to the public where data collected or compiled in the performance of this contract is disseminated. The SSWCD shall acknowledge funding by the LMRWD for all or part of the costs of making such information available to the public.

11. TERMINATION

Either party may terminate this Contract for cause by giving seven (7) days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Contract. Cause shall mean a material breach of this Contract and any supplemental agreements or amendments thereto. This Contract may also be terminated by the LMRWD in the event of a default by the SSWCD. In the event this Contract is terminated for cause, the SSWCD shall be entitled to payment determined on a pro rata basis for work or services satisfactorily performed. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Contract shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Contract prior to the effective date of termination.

12. CONTRACT RIGHTS/REMEDIES

12.1 Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

12.2 Waiver. Waiver for any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification for the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the LMRWD and the SSWCD.

13. AUTHORIZED REPRESENTATIVES

The following named persons are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the LMRWD, the authorized representative shall have only the authority specifically or generally granted by the Board. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

To the SSWCD:

Rob Casey, Chair
Scott Soil and Water Conservation District
7151 W. 190th Street, Suite 125
Jordan, MN 55352
Telephone: (952) 492-5425

To the LMRWD:

Jesse Hartmann, President
Lower Minnesota River Watershed District
112 E 5th Street
Chaska, MN. 55318
(952) 856-5880

14. LIAISON

To assist the parties in the day-to-day performance of this Contract and to define services, ensure compliance and provide ongoing consultation, a liaison shall be designated by the SSWCD and the LMRWD. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Contract, the following persons are the designated liaisons:

SSWCD Liaison:

Troy Kuphal, District Director
Scott Soil and Water Conservation District
7151 W. 190th Street, Suite 125
Jordan, MN 55352
Telephone: (952) 492-5425

LMRWD Liaison:

Linda Loomis, Administrator,
Lower MN River Watershed District
6677 Olson Memorial Highway
Golden Valley, MN 55427
763-545-4659

15. MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, signed by authorized representatives of the LMRWD and SSWCD.

16. SEVERABILITY

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

17. MERGER

17.1 Final Agreement. This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

17.2 Attachments. Attachment 1 attached and incorporated herein by reference.

- Attachment 1 – 2023 STATEMENT OF WORK

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

FOR LOWER MINNESOTA RIVER WATESHED DISTRICT

By: _____
Jesse Hartmann, Board President

Date: _____

FOR SCOTT SOIL AND WATER CONSERVATION DISTRICT

By: _____
Rob Casey, Board Chair

Date: _____

ATTACHMENT 1: 2023 STATEMENT OF WORK

This Statement of Work (SOW) is made pursuant to and governed by the approved 2023 Contract for Services between Lower Minnesota Watershed District (“LMRWD”) and Scott Soil & Water Conservation District (SSWCD), and defines the specific monitoring, education, technical assistance, and other related services the SWCD will provide to the LMRWD in connection with said Contract for Services.

Task I. Monitoring (\$22,000)

Scope of Work

The SSWCD will assist the LMRWD with planning and implementing its water quality, thermal and well monitoring programs.

A. Eagle Creek Water Quality Monitoring (\$8,600)

- Collect monthly base-flow samples and storm event composite samples
- Deliver samples to the MCES lab
- Maintain and calibrate sonde
- Log, process and complete QA/QC of data

B. Eagle Creek Thermal Monitoring (\$3,000)

- Collect data from loggers
- Data management and analysis
- Maintain sites and equipment
- Includes continuing monitoring per approved 2018 project proposal

C. Water Quality and Flow – Dean Lake (\$5,000)

- Collect monthly base-flow samples and storm event composite samples
- Deliver samples to the MCES lab
- Maintain and calibrate sonde
- Collect flow measurements
- Log, process and complete QA/QC of data

D. Well Monitoring (\$2,800)

- Collect depth-to-water readings monthly
- Enter data into DNR database
- Maintain sites and well monitoring equipment

E. Reporting (\$2,600)

- Prepare written annual data and analysis report for all monitoring
- Prepare and deliver summary presentation
- Prepare and present proposed work plan and budget

Task II. Technical Assistance and Cost Share (\$6,200)

Scope of Work

The SWCD will provide technical and cost share assistance to landowners within the DISTRICT in support of implementation of conservation behaviors and best management practices that reduce soil erosion, decrease runoff volume, and improve water quality. The SWCD will assist landowners who contact the SWCD directly or who are referred by the DISTRICT for conservation program information and/or technical assistance. Cost share may be provided for projects that meet eligibility and other relevant criteria in

accordance with the SSWCD's cost share program policy docket, subject to available funding.

A. Technical Assistance (\$4,000)

- a) Project Scoping and Pre-Approval
 - Meet with landowners to clarify goals and interests
 - Conduct preliminary off- and/or on-site research
 - Determine project feasibility and eligibility
- b) Project Development
 - Complete technical assessment
 - Collect and submit soil samples for nutrient analysis, when applicable
 - Conduct topographic surveys if necessary
 - Meet with landowner to finalize decisions and secure commitments
 - Prepare technical and environmental assessments
 - Prepare concept plans and cost estimates
- c) Administrative Activities
 - Prepare and process contract applications, fact sheets, and payment vouchers
 - Prepare and send letters of decision (approval or denial)
 - Prepare and issue cost share checks, upon certified completion
 - Track and report budget activity
 - Project/file close out
- d) Design Activities
 - Conduct surveys
 - Prepare and review designs, specifications, and final cost estimates (or coordinate same if engineering services are outsourced)
 - Apply for/secure applicable permits
 - Prepare Operation and Maintenance agreements
 - If requested submit design packet to the DISTRICT for review prior to construction
- e) Construction Activities
 - Coordinate and lead pre-construction meetings
 - Stake projects
 - Inspect/supervise construction
 - Prepare as-built drawings
 - Provide construction certification
- f) Cost share
 - This is pass-through for landowners that install practices (\$2200)
 - Stake projects
 - Inspect/supervise construction
 - Prepare as-built drawings
 - Provide construction certification

B. Cost Share (\$2,200)

- a) This is pass-through to cooperators that install conservation practices
- b) Advance cost share application approval and final construction certification is required in accordance with SWCD cost share policies

Task III. Education and Outreach (\$4,100)

Scope of Work

The SWCD will provide various educational programming services, as described below.

A. Raingarden Workshop

The SWCD will plan, coordinate and host one Blue Thumb workshop

- Plan and prepare workshop details in coordination with the WMO, PLSLWD and Cities of Prior Lake and Savage
- Develop promotional and informational materials and resources
- Plan and implement media marketing/promotion plan
- Coordinate and manage registrations and venue set-up and take-down
- Prepare and present information
- Post-workshop review and follow up with landowners

B. SCWEP Activities

The SWCD will plan, coordinate and execute events and activities as identified in the 2017 Scott Clean Water Education Program (SCWEP) work plan. These services have multi-jurisdictional benefit and are supported by funding contributions by all SCWEP partners.

C. Other Education Activities

The SWCD will help provide support and assistance with other education efforts as may be requested by the District, including but not limited to developing education and promotion materials and assisting with special event planning and coordination.

Task IV. Other Services (\$750)

Scope of Work

The SWCD will provide the following and technical services on an as-needed basis:

- Provide consultation on activities related to soil and water resources within the LMRWD
- Conduct or assist with LMRWD compliance reviews
- Review development plans for compliance with LMRWD standards
- Conduct construction inspections and oversight to ensure compliance with LMRWD standards
- Assist with surveys, construction supervision, and/or project management for capital improvement projects
- Conduct or assist with inventory and/or mapping projects
- Assist with monitoring plan development
- Attend LMRWD-sponsored meetings, including but not limited to Board and TAC meetings
- Assist with development of plans, including but not limited to Comprehensive Water Resources Management Plan and TMDL Implementation Plans
- Assist with planning and development of LMRWD cost share program
- Other services as may be requested



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 5. B. – Appletree Condominium Cost Share Project

Prepared By

Linda Loomis, Administrator

Summary

An application for a Cost Share project at Appletree Condominiums, 8121 34th Avenue South, Bloomington, was received. Appletree was approved in 2021 for a Cost Share project, which was completed in 2022. The 2023 Application will continue the work on the slope on the south side of the Condo building. The work plans to remove invasive species and replant the area with native vegetation.

The Condominium Association has included and advised US Fish & Wildlife Service and the City of Bloomington in the project. The request from Appletree is for \$7,500.

Attachments

2023 Cost Share Application from Appletree Condominium Association and supporting documents
Cost Share Grant Agreement between Appletree Condominiums and LMRWD

Recommended Action

Motion to approve Application from Appletree and authorize execution of Cost Share Grant Agreement



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost Share Grant Application 2023

Application type (check one)

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

Project type (check all that apply)

Raingarden Vegetated Swale Infiltration Basin
Wetland restoration Buffer/shoreline restoration Conservation practice Habitat restoration
Pervious hard surface Other Step Slope Overlay District

Applicant Information

Name of organization or individual applying for grant (to be named as grantee):

Address (street, city and ZIP code):

Phone:

Email address:

Primary Contact (if different from above)

Name of organization or individual applying for grant (to be named as grantee):

Address (street, city and ZIP code):

Phone:

Email address:

Project location

Address (street, city and ZIP code):

Property Identification Number (PID)

Property owners:

Project Summary

Title

Total project cost

Grant amount requested

Estimated start date

Estimated completion date

Is project tributary to a water body?

No, water remains on site

Yes, indirectly

Yes, directly adjacent

Is this work required as part of a permit? No Yes
(If yes; describe how the project provides water quality treatment beyond permit requirement on a separate page.)

Project Details

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

- | | |
|---|---|
| location map (Exhibit #1) | project timeline & detailed schedule (Exhibit #5) |
| site plan & design schematic (Exhibit #2) | proof of property ownership (Exhibit #6) |
| contracted items (Exhibit #4) | plant list & planting plan (Exhibit #3) |

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

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

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

- improve watershed resources
- foster water resource stewardship
- increase awareness of the vulnerability of watershed resources
- increase familiarity with and acceptance of solutions to improve waters

How does the project support the goals you checked?

Project Details (continued)

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

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

*New Prairie grasses & forbs on steep slope & dirt piled on brush berm will capture all rainfall & snowmelt from 10,000sq.ft. slope.

**Water that is captured & doesn't escape by evaporation or transpiration will infiltrate from 10,000sq.ft. of slope.

^^5000 sq.ft. Buckthorn Replacement seed mix area has much loose top soil. Reduced sediment both there & on 10,000sq.ft. steep slope area.

^ Seeding & Plug Planting Area on Steep Slope 315' X 32' =10,080 sq ft
 Buckthorn Replacement & Woodland seeding on gradual sloped areas =10,000 sq ft.
 Infiltration Basin (30' X 35') & Vegetated Swale (330' X 7') =3360 sq ft

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

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

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

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

Authorization

Name of landowner or responsible part

Signature *Maurice M Osted/Tam Foley* Date *3/23/2023* **23 MAR 2023**

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

For questions, contact Linda Loomis at Naiad Consulting@gmail.com or call 763-545-4659.

Mail the completed application to

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

or email to:

**Linda Loomis, Administrator
naiadconsulting@gmail.com**

2023 Cost Share Worksheet

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

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

Project Materials

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

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

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

Cost Share Grant – TEXT for APPLICATION 2023

Appletree Condominium Association

Project Title: Erosion Control & Maintenance Project - Phase 2

Project Details

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

This grant request is for the 2nd Phase of a multiphase project. In September 2021 the LMRWD Board approved Appletree Condominium Association’s 2021 Cost Share Grant Application for Phase 1 of the Erosion Control Project & Maintenance project at 8121 34th Ave. S., Bloomington. See Exhibit #1 - Location Maps.

Site History: The property was developed in 1984 when a 45-unit condominium building was constructed. A detailed site history prior to 2020 was included in the 2021 Cost Share Grant Application.

Past Management: Phase 1 of this project was completed in September 2022. FIGURE 1 below shows completed Phase 1. A Final report was submitted in October 2022 and LMRWD grant funds were distributed the same month. The project removed approximately 20 tons of gravel from 4,000 sq ft of semi-impervious surface; added topsoil and sowed Mesic Prairie SW seed mix. Volunteer labor prepared and planted turf grass seed on another approximate 1500 sq ft. on the east side of the building, not visible in FIGURE 1.

In spring 2020, drain tile was installed next to the south side of the building, in coordination with an engineer; general contractor; and City of Bloomington. The approximate 300 feet along the building had river rock laid over the drain tile at time of installation, extending 2-3 ft from the building. The drain continues from the east side of the building another 130 ft, buried without river rock at the surface. This effort to control erosion on the south side of the building was done at a cost of \$25,000 and funded entirely by the condo Association.



FIGURE 1. October 02, 2022 Looking east. Canadian Wild Oats nurse crop for the Mesic Prairie SW seed. Rock covering drain tile is visible near building. Silt fence was removed except for top of 2 test areas.

Cost Share Grant – TEXT for APPLICATION 2023

Appletree Condominium Association

Past Management & Current Site Conditions: Exhibit #2 (Site Plan is an aerial view with annotations, as well as a legend. It provides both current conditions at the 8121 34th Ave S, Bloomington, MN 55425 project site, and the planned project work for Phase 2.

In the Spring of 2022 as part of the Erosion Control & Maintenance Project Phase 1, buckthorn and other brush were removed from the top 10 to 15 feet of the steep slope, totaling over 3000 sq. ft of area. This was done to provide added sunlight for the Mesic Prairie plantings on the relatively flat surface near the condo building. Volunteers were then recruited from Appletree Condo Association to remove larger trees further down the steep slope (mainly boxelder trees) that could shade the prairie plantings planned for Phase 2 on the steep slope. To reduce the risk of erosion, the cut tree branches and other brush were used to construct a 350 ft long berm approximately halfway down the steep slope running the entire length of the property.

In 2022 the contractor for Phase 1 of the project, Hantho Outdoor Services was supposed to include a cover crop 10 to 15 feet beyond the silt fences, down the embankment. They never completed that portion of the project and 2 test areas were completed by Appletree Condo Association volunteers instead. See FIGURE 2 below, showing photos of 2 test areas just prior to weeding, erosion blanket, seeding and planting.



FIGURE 2. Aug 01, 2022. East Test Area (left). West Test Area (Right) After staking out locations & Before weeding, terracing, seeding, covering with erosion blankets & planting plugs.

Exhibit #2 shows the 2 test areas, which were not part of the Phase 1 Grant Request. The west test area (35'X20') and the east test area (25'X25') were completed 10 & 12 August 2022 respectively, with volunteer hours and Appletree Condo Association funds. This included clearing the areas of weeds; terracing the steep slope for planting ease; sowing prairie seeds; covering with erosion blankets & planting plugs of prairie forbs & grasses; watering as needed. Also, where needed, wood from cut boxelder trees was used to build wood steps for access and build a small wall for erosion control. FIGURE 3. shows East Test Area planting on 12 August.

In addition, the silt fence at the top of the steep slope was retained the summer of 2022 and was removed 01 October, from the top of the steep slope except for two lengths of 35 ft and 25 ft. The silt fence only remains where two test areas on the steep south facing slope were planted in August 2022 & will be removed in 2023.

Not shown in Exhibit #2 is an area at SW corner of the building in need of a retaining wall for erosion control and possible need of draitile. A separate project for this work has been proposed. The Appletree Condo Association will be coordinating with City of Bloomington and Hennepin County on this separate project as needed. The Association will be exploring a possible Good Steward or Opportunity Grant from the county.

Cost Share Grant – TEXT for APPLICATION 2023
Appletree Condominium Association

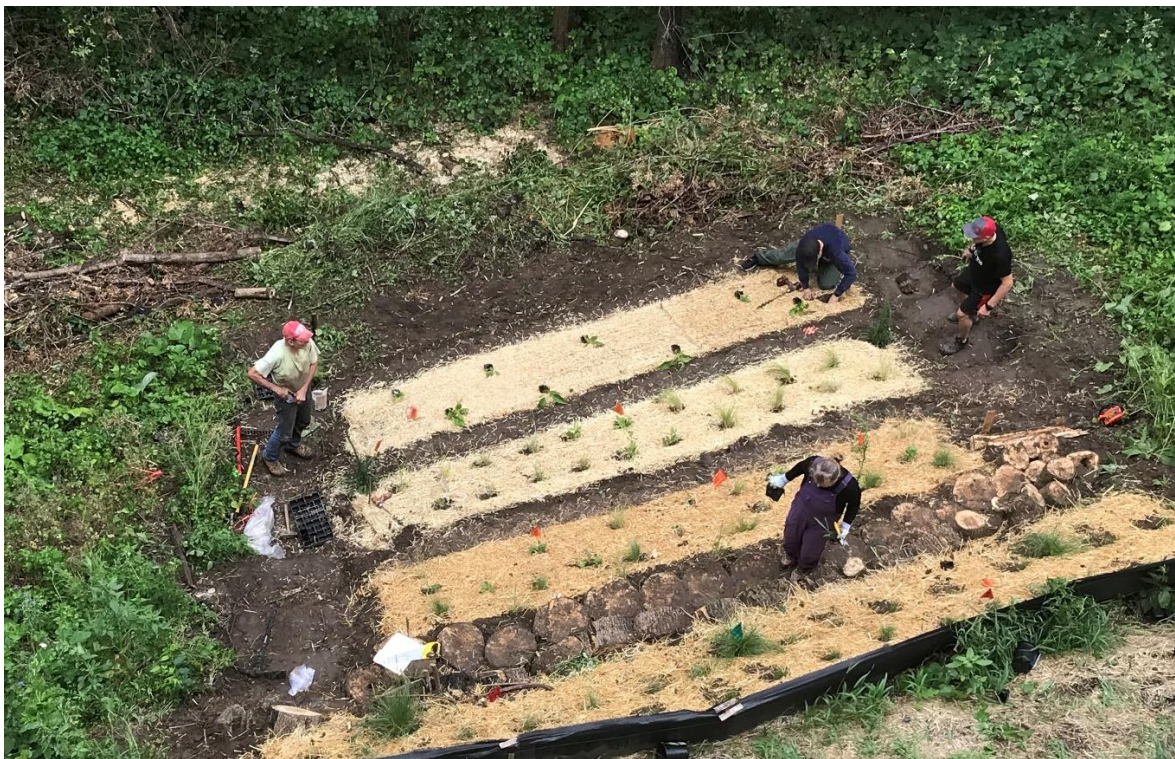


FIGURE 3. 12Aug2022, photos of planting East Test Area. Top, part way through (pictured from ground level). Bottom, almost done (pictured from above looking out condo bldg. window).

Cost Share Grant – TEXT for APPLICATION 2023

Appletree Condominium Association

Impacts to Neighboring Properties: Apartment buildings on property to both our west and northeast, along the Steep Slope Overlay District are currently under construction. Representatives from the Risor apartments on the west, and The Ardor on the northeast, were contacted prior to and during Phase 1. We informed them of the Erosion Control and Prairie restoration work and discussed teaming to do similar work on their properties. They are supportive of our efforts but have not committed to our proposals yet.

The MN Valley National Wildlife Refuge (NWR) is our neighbor to the south. We started discussions with MN Valley NWR in November 2021 about teaming to remove buckthorn on both our properties near our shared property line. One year later, in November 2022 we had a buckthorn cutting & hauling event with over 20 volunteers from NWR and the Appletree Condo Association. We plan to continue similar outreach with all our neighbors and encourage stewardship of our water and land resources during Phase 2.

Cost Share Grant – TEXT for APPLICATION 2023

Appletree Condominium Association

Project Objectives and Expected Outcomes: Main Objective is to expand on a project already started to maintain the stability of the steep slope by reducing the risk of erosion on Appletree Condo Association's property in the Steep Slope Overlay district. Last year over 8000 sq ft were addressed with a Lower MN River Watershed District (LMRWD) grant.

This year, an aggressive goal is to address approximately 23,000 sq ft. on Appletree Condo Association property, with focus on the steep slope where the 2 test areas were completed last summer.

First focus will be on completing the seeding and planting of plugs in the 10 areas labelled "NEW" in Exhibit #2 (approx. 10,000 sq ft).

Second focus will be on seeding with Buckthorn Replacement mix & Woodland mix on relatively flat areas east and south of the steep slope area (approx. 10,000 sq ft).

A third focus will be on final completion of the Vegetative Swale and the Infiltration Basin (approx. 3,400 sq ft). At a minimum, dirt from immediately uphill of the existing brush berm will be hand dug to form a depression and the dirt will be deposited on the brush berm to begin completion of the Vegetative Swale. This same excavation was done last year on the two test areas. Final completion of the Vegetative Swale and the Infiltration Basin may require additional excavation and sourcing of top soil. In addition, it may be determined necessary to include final completion of the Vegetative Swale and the Infiltration Basin with a separate project for a retaining wall and drain tile near SW corner of the building. Three possible companies were interviewed in October 2022 for this retaining wall and drain tile project and follow-up discussions have been held this winter with representatives from one of the companies. Also a preliminary discussion was completed recently with Ellen Sones, Landscape Architectural Specialist at Hennepin County regarding a possible Good Steward or Opportunity Grant from the county for the retaining wall and drain tile.

Additional objectives include efforts to publicize water resources stewardship and expand the area addressed with introduction of native plants and reduction of invasive species on both public (MN Valley NWR) and private properties nearby. The long-term outcome envisioned would be a relatively invasive species free area along the Steep Slope Overlay District extending from the MN Valley NWR gravel access road near the visitor center on the east to the City of Bloomington's Forest Glen Park/Ike's Creek near MN Valley NWR Bass Pond area on the west.

Additional Project Details:

See Exhibit #2 - Site Plan & Design Schematic

See Exhibit #3 - Plant List & Planting Plan

See Exhibit #4 - Contracted Items -

See Exhibit #5 - Project Timeline and Detailed Schedule

Cost Share Grant – TEXT for APPLICATION 2023

Appletree Condominium Association

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

X Improve Water Resources

Phase 2 of the Erosion Control and Maintenance Project will protect the water quality of nearby Long Meadow Lake and the Minnesota River by minimizing erosion, nutrients and other contaminant loadings from the steep slope in and near the project area as well as reducing sedimentation down gradient.

X Foster Water Resources Stewardship

X Increase awareness of the vulnerability of watershed resources

X Increase familiarity with and acceptance of solutions to improve waters

Lessons learned and contacts made during the project's Phase 1 have been invaluable. Relationships have developed with a nonprofit, Bloomington Neighbors Nurturing Nature (BNNN) and with representatives at the MN Valley NWR as well as with City of Bloomington. In fact, this Grant's Primary Contact, Tom Fahey has begun leading a volunteer buckthorn removal effort, because of these connections at Forest Glen Park along Ike's Creek. Outreach to neighbors as well as coordination with BNNN and MN Valley NWR are planned to continue as part of Phase 2. We will continue to reach out to foster stewardship as well as to increase both awareness of vulnerability and familiarity/acceptance of solutions.

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

1. We will reach out to the following organizations and request that our efforts be publicized.
 - Org. #1 - City of Bloomington
 - Sustainability Updates, a monthly email communication
Contact: Dave Hanson [Assistant Director, Parks & Natural Resources, 952-563-8765](#)
and bloomington@service.govdelivery.com
 - Bloomington Briefing, a monthly US mail to all Bloomington residents
Contact: Ching Lo, Communications Specialist clo@BloomingtonMN.gov ,952-563-8822
 - Org. #2 - University of MN Extension, Master Naturalist Program
 - MN Master Naturalist Weekly Volunteer Update, an email communication
Contact: Amy Rager, Educator, Master Naturalist & Volunteer Mgr, 320-589-1711 Ext: 2129
and info@minnesotamasternaturalist.org or call 888-241-4532
2. We will reach out to the following organizations and request new &/or additional teaming efforts.
 - Org. #1 - Bloomington Neighbors Nurturing Nature (BNNN)
 - Contact: Dan Niziolek, President BNNN dan.j.niziolek@gmail.com
 - Org. #2 – MN Valley National Wildlife Refuge
 - Contacts: Sarah Inouye, Volunteer Coordinator & Vicki Sherry, Wildlife Biologist
 - Org. #3 – Great River Greening
 - Contact: Sara Nelson, Ecologist snelson@greatrivergreening.org
 - Org. #4 – Hennepin County, Conservation & Natural Resources
 - Contacts: Kristine Mauer, Conservation Ecologist 612-348-6570 & Ellen Sones, Landscape Architectural Specialist, 612-596-1173
 - Org. #5 – The Risor, 55 & over senior apartments (our neighbors to the west)
 - Contacts: Risor Project Manager, John Gran
and their contractor from Autumn Ridge Landscaping, Trent Lubbers & Jim Varty
 - Org. #6 – The Ardor, market rate apartments (our neighbors to the east)
 - Contacts: The Ardor Project Managers, Carl Kaeding and Brody Nordland

Cost Share Grant – TEXT for APPLICATION 2023
Appletree Condominium Association

Anticipated Maintenance and Maintenance Schedule: The Appletree Condo Association's Landscape Committee plans to perform maintenance.

Throughout the growing season in the first year, watering and weeding will be done as needed. This same procedure was used last year on the two test sites.

A weed whip will be purchased for use in following years in early April to remove the previous year's growth as a substitute for burning/grazing. In addition, weeding will be performed on the following schedule for the next 5 years:

- May & June – remove weeds after spring growth has started, and
- September – remove weeds prior to weeds going completely to seed.

The calculation of first Year Maintenance hours in the Grant Application also included picking up supplies, seeds and plugs.

EXHIBIT #1 - Location Maps

8121 34th Ave S., Bloomington MN, 55425

Source: [Public Map Viewer \(arcgis.com\)](http://Public Map Viewer (arcgis.com))

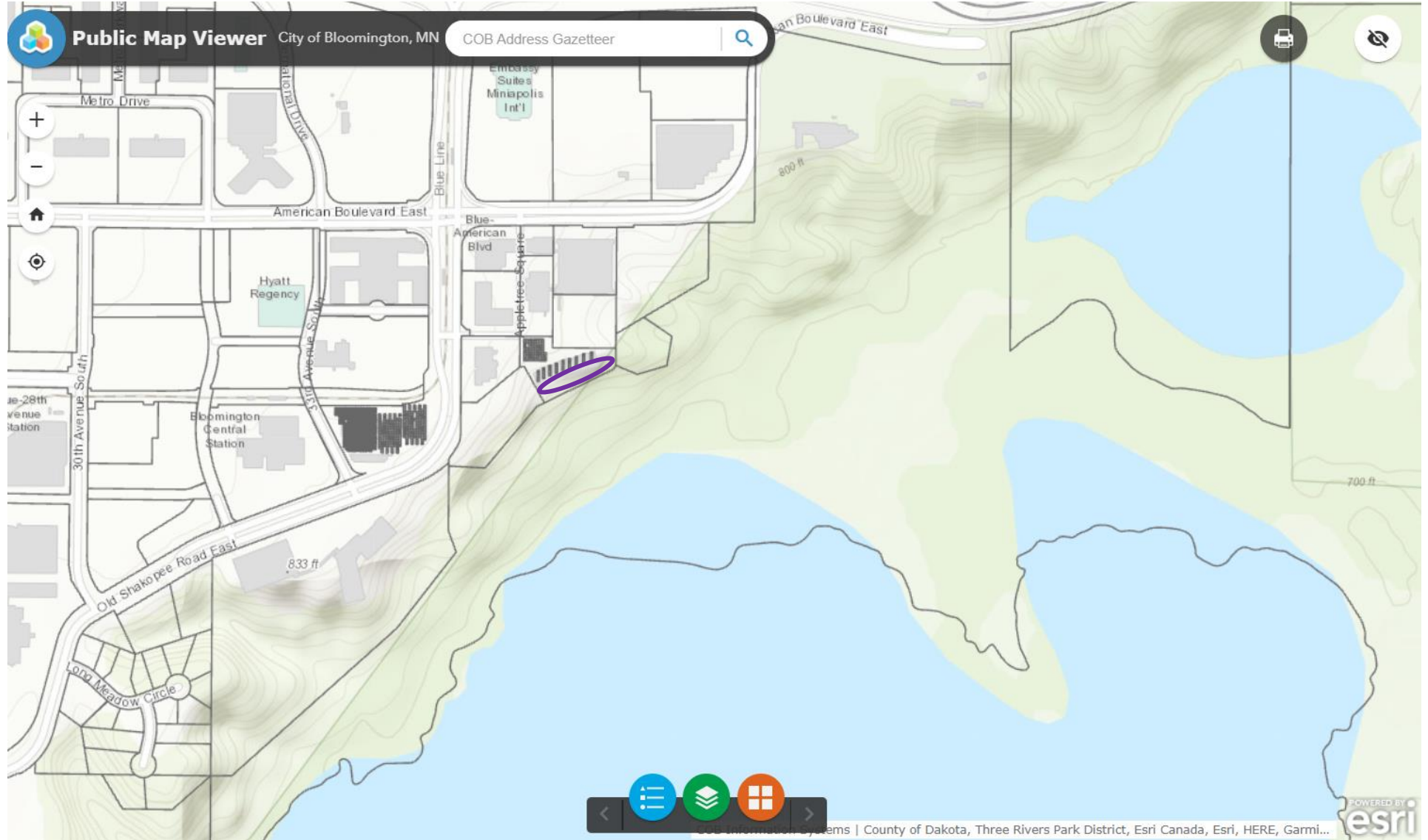


EXHIBIT #1 - Location Maps

8121 34th Ave S., Bloomington MN, 55425

Source: [Public Map Viewer \(arcgis.com\)](http://Public Map Viewer (arcgis.com))

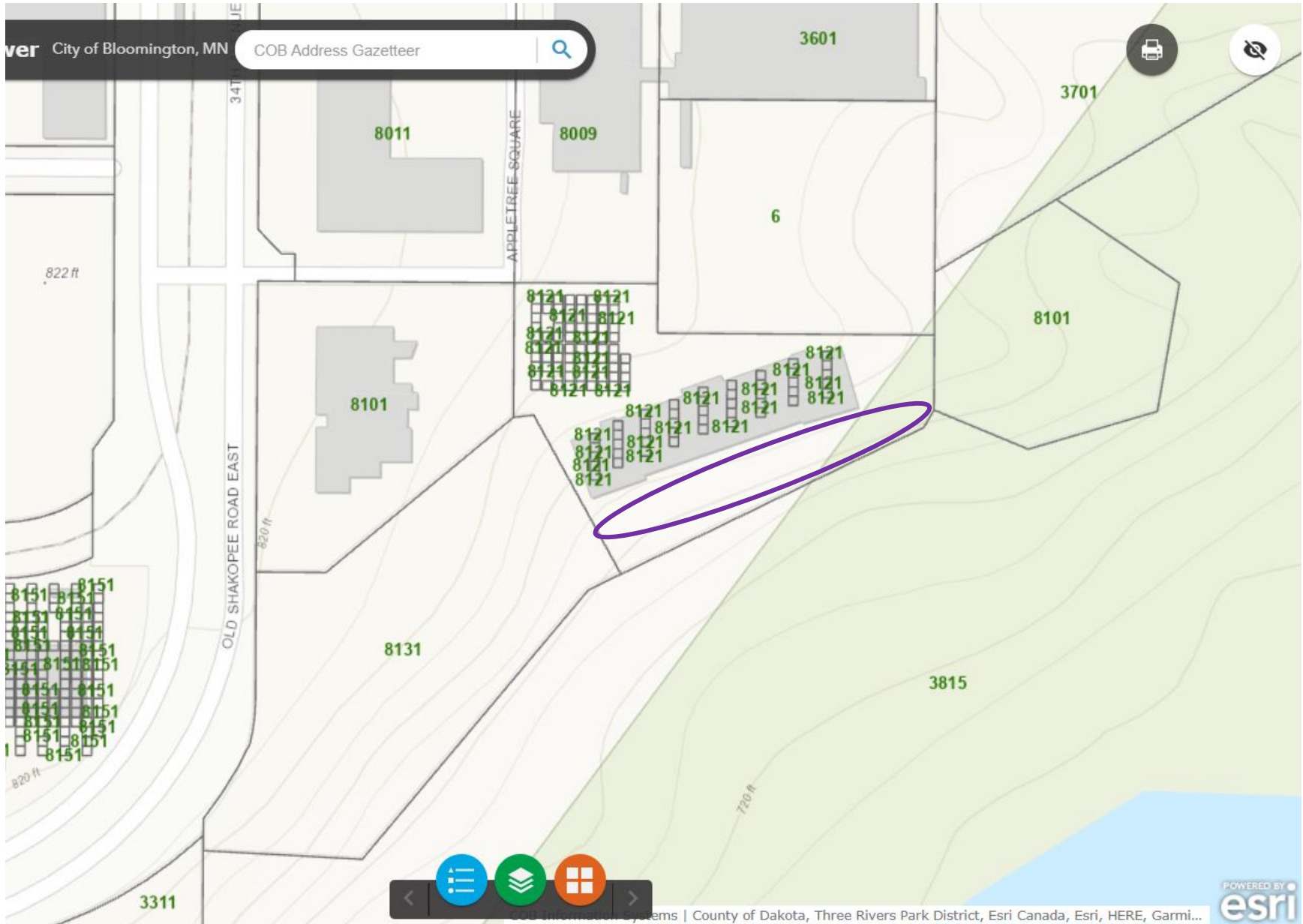


EXHIBIT #1 - Location Maps
8121 34th Ave S., Bloomington MN, 55425



Legend





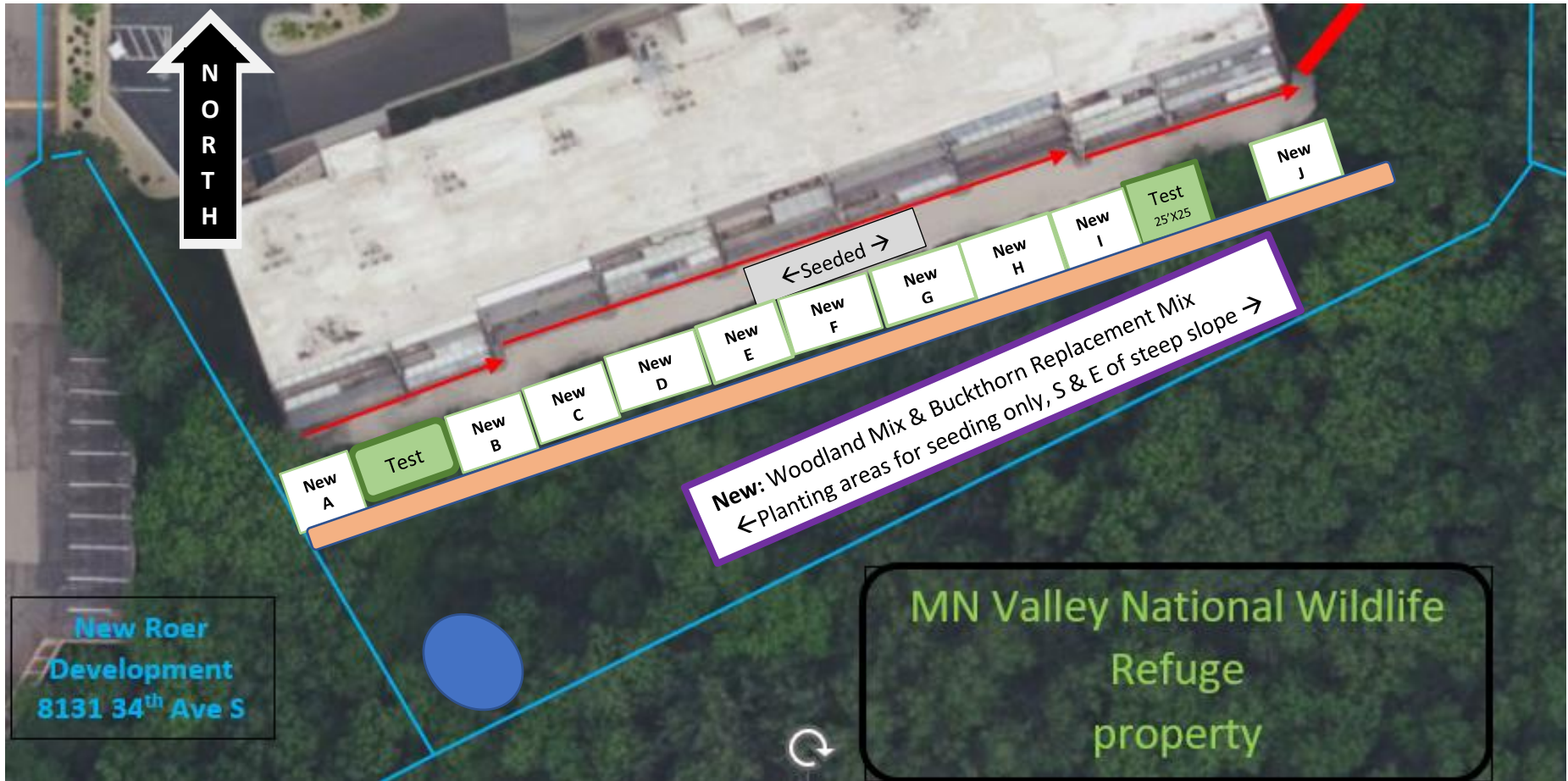

-  Draintile buried along entire southside of building with river rock at the surface.
-  Drain extends underground from east side of building approx 130' to the edge of bluff.
-  Property lines. (Bldg is about 307' long. South property line is about 90-110' from SW corner of bldg. & about 45-55' from SE corner of bldg.)
-  Project Area at 8121 34th Ave. S., Bloomington MN 55425


EXHIBIT #2 - Site Plan & Design Schematic




Legend

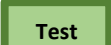
 Property lines. (Bldg is about 307' long. South property line is about 90-110' from SW corner of bldg. & about 45-55' from SE corner of bldg.)

Completed Work:



 Draintile buried along entire southside of building with river rock at the surface.

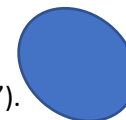
 Drain extends underground from east side of building approx 130' to the edge of bluff.

 **Approximately 300ft X 12 ft (3600 sq ft) Prairie Mesic seeding completed in 2022 Phase 1 as part of the 2021 LMRWD Grant.**

 **Test** 2 Test (35'X20' & 25'X25') areas cleared; terraced for planting ease, wood steps & erosion control; laid seed, erosion blankets & plugs of prairie forbs & grasses.

Proposed Work in 2023 Phase 2:

 **New** 10 plots, seed & plugs as 2022 test areas.  Vegetated Swale (about 330'X7').



Infiltration Basin (about 35'X30').

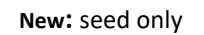
 **New: seed only**

Exhibit #3 - Plant List & Planting Plan

1. Plant List & general location to be planted.

1.1 Grasses for Top of Slope (1st 3-7 ft of 10 NEW areas A thru J)

- Side Oats Grama (*Bouteloua curtipendula*)
- Prairie Dropseed (*Sporobolus heterolepis*)
- Blue Grama (*Bouteloua gracilis*)

1.2 Grasses & Forbs for 10 NEW areas A thru J, and Forbs only for Vegetated Swale

GRASSES - Short Prairie Garden Bundles

- Butterfly Weed (*Asclepias tuberosa*)
- Sideoats Grama (*Bouteloua curtipendula*)
- Lance Leaved Tickseed (*Coreopsis lanceolata*)
- White Prairie Clover (*Dalea candida*)
- Purple Prairie Clover (*Dalea purpurea*)
- Dotted Blazing Star (*Liatris pycnostachya*)
- Little Bluestem (*Schizachyrium scoparium*)
- Aromatic Aster (*Symphotrichum oblongifolium*)

FORBS - Monarch Mania Bundles (*Plus 2 additional forbs)

- Swamp Milkweed (*Asclepias incarnata*)
- Butterflyweed (*Asclepias tuberosa*)
- Purple Coneflower (*Echinacea purpurea*)
- Meadow Blazing Star (*Liatris ligulistylis*)
- Black-eyed Susan (*Rudbeckia hirta*)
- Stiff Goldenrod (*Solidago rigida*)
- Sky Blue Aster (*Symphotrichum oolentangiense*)
- Hoary Vervain (*Verbena stricta*)
- Oxeye (*Heliopsis helianthoides*) *
- Pale Purple Coneflower (*Echinacea pallida*) *

1.3 Proposed Plants for Infiltration Basin

- Sweet Flag (*Acorus americanus*)
- Big Bluestem (*Andropogon gerardii*)
- Swamp Milkweed (*Asclepias incarnate*)
- Canada Bluejoint (*Calamagrostis canadensis*)
- Lake Sedge (*Carex lacustris*)
- Joe Pye Weed (*Eutrochium maculatum*)
- Sneezeweed (*Helenium autumnale*)
- Blue Flag Iris (*Iris versicolor*)
- Blue Lobelia (*Lobelia siphilitica*)
- Obedient Plant (*Physostegia virginiana*)
- New England Aster (*Symphotrichum novae-angliae*)
- Blue Vervain (*Verbena hastata*)

Exhibit #3 - Plant List & Planting Plan

2. Planting Plan

2.1. Proposed Timeline for picking up flats of plugs with grasses & forbs

May 15th for planting at top 3-7 ft of slope in the 10 NEW areas A thru J.

10 flats (3" containers) Side oats Grama &

10 flats (3" containers) Blue Grama.

June 15th for planting in 5 of the 10 NEW areas A thru J.

5 flats (3" containers) Short Prairie Garden Bundle

10 flats (3" containers) Monarch Mania Bundle.

July 14th for planting in the other 5 of the 10 NEW areas A thru J.

5 flats (3" containers) Short Prairie Garden Bundle

10 flats (3" containers) Monarch Mania Bundle

AND 2 flats (3" containers) for Infiltration Basin (if ready for planting).

July 28th for planting at top 3-7 ft of slope in the 10 NEW areas A thru J.

20 flats (3" containers) Prairie Dropseed

AND 10 flats (3" containers) Monarch Mania Bundle for Vegetative Swale (if ready for planting).

2.2. Hours estimates of tasks, listed in approx. timeline order:

1. Cut & remove approx. 4 to 5 trees on south slope between stacks 4 & 7 to allow sufficient sunlight for the prairie plants on the steep slope: =16 hrs
2. Pull remaining buckthorn stumps and roots that were cut last November in the shaded, flat, wooded area at the base of the steep slope: =16 hrs
3. Distribute seeds from Woodlands seed Mix over approx. 5000 sq ft in the wooded area: = 4 hrs
4. Distribute seeds from the Buckthorn Replacement seed Mix over approx. 5000 sq ft in the sunny areas at the base of the steep slope: = 4 hrs
5. Excavate topsoil from Infiltration Basin area and Add the top soil to brush berm that will be a Vegetated swale. Also use soil from retaining wall construction if psbl and from the upslope side of the brush berm: = 60 hrs.
6. Prep soil on 1st 3 to 7 feet immediately below top of slope for planting plugs (300ft X 5ft):=15 hrs
7. Sow seed & Erosion blanket install on 1st 3 to 7 feet immediately below top of slope: = 8 hrs
8. Plant 2 rows of grass plugs on 1st 3 to 7 feet immediately below top of slope: = 14 hrs
9. 10 NEW areas - Prep for planting on rest of steep slope (300ft X 30ft): remove existing invasive plants & stumps & terrace slope & use cut stumps for retaining wall and steps/stepping areas as needed: = 120 hrs
10. 10 NEW areas - Seeding & Erosion blanket install, including staking on steep slope (300ft X 30ft) & clean up: = 42 hrs
11. 10 NEW areas - Planting & labeling plugs on steep slope: = 120 hrs
12. Preparation Infiltration Basin for Planting = 8 hrs
13. Infiltration Basin area - Planting & labeling plugs = 8 hrs
14. Plant another 2 rows of grass plugs on 1st 3 to 7 feet immediately below top of slope: = 20 hrs
15. Vegetated Swale area - Planting & labeling plugs = 40 hrs
16. 1st Year Maintenance – weeding, watering, picking up supplies, seeds and plugs, etc. the first season: = 81 hrs

TOTAL: 576 hrs X \$20/hr = \$11,520

Exhibit #3 - Plant List & Planting Plan

2. Planting Plan (cont.)

2.3. Same Hours Estimate as Above in 2.2. - grouped by categories of work & itemized

(The below 3 categories are included in the "Labor Costs" section of 2023 Cost Share Worksheet)

PREPARATION OF seeding & plug areas: 235 Hours

- Cut & remove approx. 4 trees on south slope between stacks 4 & 7 to allow sufficient sunlight for the prairie plants on the steep slope: =16 hrs
- Pull remaining buckthorn stumps and roots that were cut last November in the shaded, flat, wooded area at the base of the steep slope: =16 hrs
- Excavate topsoil from Infiltration Basin area and Add the top soil to brush berm that will be a Vegetated swale. Also use soil from retaining wall construction if psbl and from the upslope side of the brush berm: 60 hrs
- Prep soil on 1st 3-7 feet immediately below top of slope for planting plugs (300ft X 5ft) = 15 hrs
- 10 NEW areas - Prep for planting on rest of steep slope (300ft X 30ft): remove existing invasive plants & stumps & terrace slope & use cut stumps for retaining wall and steps/stepping areas as needed: = 120 hrs
- Prep Infiltration Basin for Planting = 8 hrs

SEEDING & PLANTING: 260 Hours

- Distribute seeds from the Woodlands seed Mix over approx. 5000 sq ft in the wooded area: = 4 hrs
- Distribute seeds from the Buckthorn Replacement seed Mix over approx. 5000 sq ft in the sunny areas at the base of the steep slope: = 4 hrs
- Plant grass plugs on 1st 3-7 feet immediately below top of slope = 42 hrs
- 10 NEW areas - Seeding & Erosion blanket install by staking on steep slope (300ft X 30ft): 42 hrs
- 10 NEW areas - Planting & labeling plugs on steep slope: = 120 hrs
- Infiltration Basin area - Planting & labeling plugs = 8 hrs
- Vegetated Swale area - Planting & labeling plugs = 40 hrs

1st YEAR MAINTENANCE: 81 Hours

- weeding, watering, picking up supplies, seeds and plugs

NOTE: Aso estimating approximately \$600 required for purchase of maintenance tools.

end

Exhibit #4 - Contracted Items

1. Prairie Grass & Forb Plugs



Natural Shore Technologies, Inc.
 6275 Pagenkopf Road
 Maple Plain, MN 55359
 612-703-7581 rob.L@naturalshore.com

Invoice

DATE	INVOICE #
2/22/2023	5475

BILL TO
Tom Fahey Appletree Condo Assoc Board Mbr thfahey@comcast.net

DUE DATE	PROJECT
5/15/2023	

QUANT...	DESCRIPTION	RATE	AMOUNT
320	3" Side Oats Grama (<i>Bouteloua curtipendula</i>)	2.00	640.00T
320	3" Blue Grama (<i>Bouteloua gracillis</i>)	2.00	640.00T
	Proposed pick-up May 15		
	Sales Tax when selling in Hennepin County	7.525%	96.32
		Total	\$1,376.32
		Payments/Credits	\$0.00
		Balance Due	\$1,376.32

Exhibit #4 - Contracted Items

1. Prairie Grass & Forb Plugs (continued)



Natural Shore Technologies, Inc.
 6275 Pagenkopf Road
 Maple Plain, MN 55359
 612-703-7581 rob.L@naturalshore.com

Invoice

DATE	INVOICE #
2/22/2023	5476

BILL TO
Tom Fahey Appletree Condo Assoc Board Mbr thfahey@comcast.net

DUE DATE	PROJECT
6/15/2023	

QUANT...	DESCRIPTION	RATE	AMOUNT
20	3" Lance-leaved Tickseed (Coreopsis lanceolata)	2.00	40.00T
20	3" White Prairie Clover (Dalea candida)	2.00	40.00T
20	3" Purple Prairie Clover (Dalea purpurea)	2.00	40.00T
20	3" Dotted Blazing Star (Liatris punctata)	2.00	40.00T
20	3" Side Oats Grama (Bouteloua curtipendula)	2.00	40.00T
20	3" Little Bluestem (Schizachyrium scoparium)	2.00	40.00T
20	3" Aromatic Aster (Symphyotrichum oblongifolium)	2.00	40.00T
20	3" Butterfly Weed (Asclepias tuberosa)	2.00	40.00T
32	3" Swamp Milkweed (Asclepias incarnata)	2.00	64.00T
32	3" Butterfly Weed (Asclepias tuberosa)	2.00	64.00T
32	3" Purple Coneflower (Echinacea purpurea)	2.00	64.00T
32	3" Meadow Blazing Star (Liatris ligulistylis)	2.00	64.00T
32	3" Black-eyed Susan (Rudbeckia hirta)	2.00	64.00T
32	3" Stiff Goldenrod (Solidago rigida)	2.00	64.00T
32	3" Hoary Vervain (Verbena stricta)	2.00	64.00T
32	3" Sky Blue Aster (Symphyotrichum oolentangiense)	2.00	64.00T
32	3" Grey Headed Coneflower (Ratibida pinnata)	2.00	64.00T
32	3" Anise Hyssop (Agastache foeniculum)	2.00	64.00T
	Proposed Pick-up June 15		
	Sales Tax when selling in Hennepin County	Total	7.525% \$1,032.24
		Payments/Credits	\$0.00
		Balance Due	\$1,032.24

Exhibit #4 - Contracted Items

1. Prairie Grass & Forb Plugs (continued)



Natural Shore Technologies, Inc.
 6275 Pagenkopf Road
 Maple Plain, MN 55359
 612-703-7581 rob.L@naturalshore.com

Invoice

DATE	INVOICE #
2/22/2023	5477

BILL TO
Tom Fahey Appletree Condo Assoc Board Mbr thfahey@comcast.net

DUE DATE	PROJECT
7/14/2023	

QUANT...	DESCRIPTION	RATE	AMOUNT
20	3" White Prairie Clover (<i>Dalea candida</i>)	2.00	40.00T
20	3" Purple Prairie Clover (<i>Dalea purpurea</i>)	2.00	40.00T
20	3" Aromatic Aster (<i>Symphyotrichum oblongifolium</i>)	2.00	40.00T
20	3" Lance-leaved Tickseed (<i>Coreopsis lanceolata</i>)	2.00	40.00T
20	3" Dotted Blazing Star (<i>Liatris punctata</i>)	2.00	40.00T
20	3" Butterfly Weed (<i>Asclepias tuberosa</i>)	2.00	40.00T
20	3" Little Bluestem (<i>Schizachyrium scoparium</i>)	2.00	40.00T
20	3" Side Oats Grama (<i>Bouteloua curtipendula</i>)	2.00	40.00T
1	Rain Garden Bundle – 50 Plants, 11 species	164.50	164.50T
32	3" Swamp Milkweed (<i>Asclepias incarnata</i>)	2.00	64.00T
32	3" Butterfly Weed (<i>Asclepias tuberosa</i>)	2.00	64.00T
32	3" Purple Coneflower (<i>Echinacea purpurea</i>)	2.00	64.00T
32	3" Meadow Blazing Star (<i>Liatris ligulistylis</i>)	2.00	64.00T
32	3" Black-eyed Susan (<i>Rudbeckia hirta</i>)	2.00	64.00T
32	3" Stiff Goldenrod (<i>Solidago rigida</i>)	2.00	64.00T
32	3" Hoary Vervain (<i>Verbena stricta</i>)	2.00	64.00T
32	3" Smooth Blue Aster (<i>Symphyotrichum laeve</i>)	2.00	64.00T
32	3" Bergamot (<i>Monarda fistulosa</i>)	2.00	64.00T
32	3" Pale Purple Coneflower (<i>Echinacea pallida</i>)	2.00	64.00T
Total			\$1,209.12
		7.525%	84.62
		Payments/Credits	\$0.00
		Balance Due	\$1,209.12

Exhibit #4 - Contracted Items

1. Prairie Grass & Forb Plugs (continued)



Natural Shore Technologies, Inc.
 6275 Pagenkopf Road
 Maple Plain, MN 55359
 612-703-7581 rob.L@naturalshore.com

Invoice

DATE	INVOICE #
2/22/2023	5478

BILL TO
Tom Fahey Appletree Condo Assoc Board Mbr thfahey@comcast.net

Current Plan - Aug 15th Pick-up.

DUE DATE	PROJECT
7/15/2023	

QUANT...	DESCRIPTION	RATE	AMOUNT
640	3" Prairie Dropseed (<i>Sporobolus heterolepis</i>)	2.00	1,280.00T
32	3" Swamp Milkweed (<i>Asclepias incarnata</i>)	2.00	64.00T
32	3" Butterfly Weed (<i>Asclepias tuberosa</i>)	2.00	64.00T
32	3" Purple Coneflower (<i>Echinacea purpurea</i>)	2.00	64.00T
32	3" Meadow Blazing Star (<i>Liatris ligulistylis</i>)	2.00	64.00T
32	3" Black-eyed Susan (<i>Rudbeckia hirta</i>)	2.00	64.00T
32	3" Stiff Goldenrod (<i>Solidago Rigida</i>)	2.00	64.00T
32	3" Hoary Vervain (<i>Verbena stricta</i>)	2.00	64.00T
32	3" Sky Blue Aster (<i>Symphotrichum oolentangiense</i>)	2.00	64.00T
32	3" Oxeye (<i>Heliopsis helianthoides</i>)	2.00	64.00T
32	3" Pale Purple Coneflower (<i>Echinacea pallida</i>)	2.00	64.00T
	Proposed Pick-up July or August 15		
	Sales Tax when selling in Hennepin County	7.525%	144.48
		Total	\$2,064.48
		Payments/Credits	\$0.00
		Balance Due	\$2,064.48

Exhibit #4 - Contracted Items

2. Seed


 <p>MNL Colleen Quiram</p> <p>colleen.quiram@mnlcorp.com 3/6/2023</p>	<p>Tom Fahey Appletree Condo Installation</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-right: 1px solid black; padding-right: 5px;">Total Seed Packets:</td> <td style="text-align: center; border-bottom: 1px solid black;">4</td> <td style="text-align: right; border-bottom: 1px solid black;">\$855.00</td> </tr> <tr> <td style="border-right: 1px solid black; padding-right: 5px;">Delivery/Shipping:</td> <td style="text-align: center; border-bottom: 1px solid black;">TBD</td> <td style="text-align: right; border-bottom: 1px solid black;">\$0.00</td> </tr> <tr> <td style="border-right: 1px solid black; padding-right: 5px;">Total:</td> <td></td> <td style="text-align: right;">\$855.00</td> </tr> <tr> <td style="border-right: 1px solid black; padding-right: 5px;">Tax</td> <td></td> <td style="text-align: right;">\$65.34</td> </tr> </table>	Total Seed Packets:	4	\$855.00	Delivery/Shipping:	TBD	\$0.00	Total:		\$855.00	Tax		\$65.34																							
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Tax		\$65.34																																			
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Species/Seed Mix Name</th> <th style="text-align: left;">Common Name</th> <th style="text-align: left;">Size</th> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Unit Price</th> <th style="text-align: left;">Ext. Price</th> <th style="text-align: left;">Notes</th> </tr> </thead> <tbody> <tr> <td><i>MNL Mesic Prairie</i></td> <td>5,000 Sq ft Packet</td> <td>5000</td> <td style="text-align: center;">1</td> <td>\$125.00</td> <td>\$125.00</td> <td></td> </tr> <tr> <td><i>MNL Upland Dry Prairie</i></td> <td>5,000 Sq ft Packet</td> <td>5000</td> <td style="text-align: center;">1</td> <td>\$135.00</td> <td>\$135.00</td> <td></td> </tr> <tr> <td><i>MNL Buckthorn Replacement</i></td> <td>5,000 Sq ft Packet</td> <td>5000</td> <td style="text-align: center;">1</td> <td>\$130.00</td> <td>\$130.00</td> <td></td> </tr> <tr> <td><i>MNL Minnesota Woodland</i></td> <td>5,000 Sq ft Packet</td> <td>5000</td> <td style="text-align: center;">1</td> <td>\$465.00</td> <td>\$465.00</td> <td></td> </tr> </tbody> </table>			Species/Seed Mix Name	Common Name	Size	Quantity	Unit Price	Ext. Price	Notes	<i>MNL Mesic Prairie</i>	5,000 Sq ft Packet	5000	1	\$125.00	\$125.00		<i>MNL Upland Dry Prairie</i>	5,000 Sq ft Packet	5000	1	\$135.00	\$135.00		<i>MNL Buckthorn Replacement</i>	5,000 Sq ft Packet	5000	1	\$130.00	\$130.00		<i>MNL Minnesota Woodland</i>	5,000 Sq ft Packet	5000	1	\$465.00	\$465.00	
Species/Seed Mix Name	Common Name	Size	Quantity	Unit Price	Ext. Price	Notes																															
<i>MNL Mesic Prairie</i>	5,000 Sq ft Packet	5000	1	\$125.00	\$125.00																																
<i>MNL Upland Dry Prairie</i>	5,000 Sq ft Packet	5000	1	\$135.00	\$135.00																																
<i>MNL Buckthorn Replacement</i>	5,000 Sq ft Packet	5000	1	\$130.00	\$130.00																																
<i>MNL Minnesota Woodland</i>	5,000 Sq ft Packet	5000	1	\$465.00	\$465.00																																

EXHIBIT 5 Project Timeline and Detailed Schedule

Time Block Scheduled (#1)	Actual Block (Day/Date) (#2)	Estimated # Volunteers	Estimated Total Hours	Planned Task #1
T.B.D.		1	3	Maintenance: Pick Up Supplies
T.B.D.		1	3	Maintenance: Pick Up Seed
T.B.D.		2	16	Cut down 4 or 5 trees on S. slope
T.B.D.		2	16	Prep gradual slope: Pull Buckthorn stumps cut '22
T.B.D.		2	4	Distribute Woodland seed mix
T.B.D.		2	4	Distribute Buckthorn Replacement seed Mix
T. B. D.		?	60	Haul & fill Topsoil for Veg. swale
T. B. D.		1	3	Maintenance: Pick Up Tools
Sat., May 6th (AM)		4	6	Prep: Blocks A1, B1, C1 & D1
Mon., May 8th (PM)		4	6	Prep: Blocks E1, F1, G1 & H1
Tues., May 9th (AM)		2	3	Prep: Blocks I1 & J1
Thur., May 11th (AM)		2	4	Sow & Cover Seed: Blocks A1, B1, C1, D1, E1
Sat., May 13th (AM)		2	4	Sow & Cover Seed: Blocks F1, G1, H1, I1, J1
				Maintenance: Pick Up Plants 10 flats Side-Oats Grama (320 plugs) & 10 flats Blue Grama (320 plugs).
Mon., May 15th (AM)	15-May	2	6	
Tues., May 16th (AM)		2	4	Plant Plugs: Blocks A1 & B1, C1
Wed., May 17th (PM)		2	4	Plant Plugs: Blocks D1, E1 & F1
Sat., May 20th (AM)		3	6	Plant Plugs: Blocks G1 H1, I1 & J1
T.B.D.		2	8	Weeding & Watering as needed
Mon., May 31st (PM)		3	12	Prep Block C2
Tues., June 1st (AM)		3	12	Prep Block E2
Sat., June 3rd (AM)		6	24	Prep Block F2 & G2
Tues., June 6th (AM)		3	12	Prep Block I2
Sat., June 10th (AM)		4	12	Sow & Cover Seed: Blocks C2, E2 & F2
Tues., June 13th (AM)		3	9	Sow & Cover Seed: Blocks G2, I2 & Clean-up
T.B.D.		2	8	Weeding & Watering as needed
				Maintenance: Pick Up Plants 10 flats (320 plugs) for Monarch Butterfly & 5 flats for Short Prairie (160 plugs).
Thurs., June 15th (AM)	15-Jun	2	6	
Sat., June 17th (AM)		6	24	Plant Plugs: Block C2 & E2
Tues., June 20th (AM)		3	12	Plant Plugs: Block F2
Wed., June 21st (PM)		3	12	Plant Plugs: Block G2
Thur., June 22nd (AM)		3	12	Plant Plugs: Block I2
T.B.D.		2	8	Weeding & Watering as needed
Mon., June 26th (PM)		4	12	Prep Block A2
Tues., June 27th (AM)		4	12	Prep Block B2
Wed., June 28th (PM)		4	12	Prep Block D2
Thurs., June 29th (AM)		4	12	Prep Block H2
Mon., July 10th (PM)		4	12	Prep Block J2
Tues., July 11th (AM)		2	8	Sow & Cover Seed: Blocks A2 & B2
Wed., July 12th (PM)		2	8	Sow & Cover Seed: Blocks D2 & H2
Thurs., July 13th (AM)		2	5	Sow & Cover Seed: Block J2 & Clean-up
T.B.D.		2	8	Watering as needed

EXHIBIT 5 Project Timeline and Detailed Schedule

10 flats (320 plugs) for Monarch Butterfly & 5 flats for Short Prairie (160 plugs) & Rain Garden Bundle (50 plugs, 11 different species):

Maintenance: Pick Up Plants (see above for list)

Plant Plugs: Block A2 & B2

Plant Plugs: Block D2

Plant Plugs: Block H2

Plant Plugs: Block J2

Prep: Infiltration Basin

Plant: Infiltration Basin

Watering as needed

Maintenance: Pick Up Plants 20 flats Prairie Dropseed (640 plugs) & 10 flats (320 plugs) for Monarch Butterfly

Plant: Blocks A1, B1,C1 & D1

Plant: Blocks E1, F1,G1 & H1

Plant Blocks I1 & J1

Planting Plugs: Vegetative Swale

Weeding & Maintenance

Fri., July 14th (AM)	14-Jul	2	6
Sat., July 15th (AM)		6	24
Tues., July 18th (AM)		4	12
Wed., July 19th (PM)		4	12
Thur., July 20th (AM)		4	12
Sat., July 22nd (AM)		2	8
Mon., July 24nd (PM)		2	8
T.B.D.		2	8
Fri., July 28th (AM)	28-Jul	2	6
Sat., July 29th (AM)		4	8
Tues., July 31st (AM)		3	6
Thur., Aug. 2nd (AM)		3	6
T.B.D.		?	40
Tue.-Fri, Sept. 5th-9th		4	8

SUMMARY		
TASK	HOURS	NOTES
Cut Trees	16	Blocks A1 to J1 are 3-7ft top to bottom Blocks A2-J2: approx. 25ft top to bottom
Prep: Gradual slope area	16	
Seeding: Gradual slope area	8	
Prep: Blocks A1-J1	15	
Seeding: Blocks A1-J1	8	
Plant Plugs: Blocks A1-J1	34	
Prep: Blocks A2-J2	120	
Seeding: Blocks A2-J2	42	
Plant Plugs: Blocks A2-J2	120	
Prep: Infiltration Basin	8	
Plant Plugs: Infiltration Basin	8	
Watering, Weeding & Maint.	81	
Prep: Vegetative Swale	60	
Plant Plugs: Veg. Swale	40	
	576	

Grouping as in Cost Share Worksheet		
PREPARATION OF Seeding & Plugs areas	235	TOTAL HOURS - cross check
SEEDING & PLANTING	260	
1ST Yr Watering, Weeding & Maintenance	81	
	576	

NOTE: Pages 3 & 4 will be used to track volunteers' actual hours during the project & will be included in Final Report.

EXHIBIT 5 Project Timeline and Detailed Schedule

Time Block Scheduled (#1)	Actual Period of Hrs worked (#2)	# of workers (#2)	Total Hours (#2)	Actual Tasks Completed & Comments
T.B.D.				
T.B.D.				
T.B.D.				
T.B.D.				
T.B.D.				
T.B.D.				
T. B. D.				
T. B. D.				
Sat., May 6th (AM)				
Mon., May 8th (PM)				
Tues., May 9th (AM)				
Thur., May 11th (AM)				
Sat., May 13th (AM)				
Mon., May 15th (AM)				
Tues., May 16th (AM)				
Wed., May 17th (PM)				
Sat., May 20th (AM)				
T.B.D.				
Mon., May 31st (PM)				
Tues., June 1st (AM)				
Sat., June 3rd (AM)				
Tues., June 6th (AM)				
Sat., June 10th (AM)				
Tues., June 13th (AM)				
T.B.D.				
Thurs., June 15th (AM)				
Sat., June 17th (AM)				
Tues., June 20th (AM)				
Wed., June 21st (PM)				
Thur., June 22nd (AM)				
T.B.D.				
Mon., June 26th (PM)				
Tues., June 27th (AM)				
Wed., June 28th (PM)				
Thurs., June 29th (AM)				
Mon., July 10th (PM)				
Tues., July 11th (AM)				
Wed., July 12th (PM)				
Thurs., July 13th (AM)				
T.B.D.				

EXHIBIT 5 Project Timeline and Detailed Schedule

Time Block Scheduled (#1)	Actual Period of Hrs worked (#2)	# of workers (#2)	Total Hours (#2)	Actual Tasks Completed & Comments
Fri., July 14th (AM)				
Sat., July 15th (AM)				
Tues., July 18th (AM)				
Wed., July 19th (PM)				
Thur., July 20th (AM)				
Sat., July 22nd (AM)				
Mon., July 24nd (PM)				
T.B.D.				
Fri., July 28th (AM)				
Sat., July 29th (AM)				
Tues., July 31st (AM)				
Thur., Aug. 2nd (AM)				
T.B.D.				
Tue.-Fri, Sept. 5th-9th				

Exhibit #6 - Proof of Property Ownership (page 1 of 2)

Appletree Condominium Association Owners			
Pins No	Owners Name	Location	Site Unit #
0602723240019	RITENOUR, WILLIAM	8121 34TH AVE S 101	101
0602723240020	MORZENTI, JESSE	8121 34TH AVE S 102	102
0602723240021	ANDERSON, STEVEN	8121 34TH AVE S 103	103
0602723240022	TSCHIDA, LEONARD	8121 34TH AVE S 104	104
0602723240023	KOPF, ANN	8121 34TH AVE S 105	105
0602723240024	PEDERSON, GREGG L	8121 34TH AVE S 106	106
0602723240147	HAUGE, ROGER	8121 34TH AVE S 106	107
0602723240026	ROOD, JAMES L	8121 34TH AVE S 108	108
0602723240027	WOLLACK, FORREST L	8121 34TH AVE S 109	109
0602723240028	BOISCLAIR-,FAHEY ANNE L	8121 34TH AVE S 201	201
0602723240029	ANDERSEN, KEITH	8121 34TH AVE S 202	202
0602723240030	ROCKWELL, ROSEMARY T TRUST	8121 34TH AVE S 203	203
0602723240031	MELLING, DUANE B TRUST	8121 34TH AVE S 204	204
0602723240032	OLSON, R. ERIC	8121 34TH AVE S 205	205
0602723240033	WARD, LLOYD C	8121 34TH AVE S 206	206
0602723240034	HARTMANN, STEVEN G	8121 34TH AVE S 207	207
0602723240035	DONDLINGER, ANN K	8121 34TH AVE S 208	208
0602723240036	BURKE, PHILIP ALAN	8121 34TH AVE S 209	209
0602723240037	BOTT, MICHAEL J	8121 34TH AVE S 301	301
0602723240038	WALTERS, KATHRYN A	8121 34TH AVE S 302	302
0602723240039	DELORIA, LAUREL B	8121 34TH AVE S 303	303
0602723240040	CARLSON, DANIEL C	8121 34TH AVE S 304	304
0602723240041	MADY, JOHN S	8121 34TH AVE S 305	305
0602723240042	HAUKOOS, RONALD	8121 34TH AVE S 306	306
0602723240043	WUEST, PAMELA	8121 34TH AVE S 307	307
0602723240044	PEDERSON, BRADLEY F	8121 34TH AVE S 308	308
0602723240045	JOHNSON, KAREN M	8121 34TH AVE S 309	309
0602723240046	HANKE, NANCY H	8121 34TH AVE S 401	401
0602723240047	HUMPHREY, JUDSON B	8121 34TH AVE S 402	402
0602723240048	BARENSCHEER, JAMES	8121 34TH AVE S 403	403
0602723240049	SIMPSON, JAMES R	8121 34TH AVE S 404	404
0602723240050	NORTH, NICOLE	8121 34TH AVE S 405	405
0602723240051	DOTY, PAMELA	8121 34TH AVE S 406	406
0602723240052	WHITNEY, ROBERT R TRUST	8121 34TH AVE S 407	407
0602723240053	FAHEY, THOMAS H. III	8121 34TH AVE S 408	408
0602723240054	DONDLINGER, PAUL J	8121 34TH AVE S 409	409
0602723240055	HALL, DOUGLAS E.	8121 34TH AVE S 501	501

Exhibit #6 - Proof of Property Ownership (page 2 of 2)

Pins No	Owner's Name	Location	Site Unit #
0602723240056	FORS, LENNART C.	8121 34TH AVE S 502	502
0602723240057	KOPPEN, MARK D TRUST	8121 34TH AVE S 503	503
0602723240058	ERIC JENSEN	8121 34TH AVE S 504	504
0602723240059	GUELICH, JOYCE F	8121 34TH AVE S 505	505
0602723240060	WOLFF, BARBARA L	8121 34TH AVE S 506	506
0602723240061	OLSTAD, KENNETH L	8121 34TH AVE S 507	507
0602723240062	HALER, SCOTT N	8121 34TH AVE S 508	508
0602723240063	SKAAR, OMMUND D	8121 34TH AVE S 509	509

LOWER MINNESOTA RIVER WATERSHED DISTRICT
2023 COST SHARE INCENTIVE AND WATER QUALITY RESTORATION PROGRAM
Cost Share Grant Agreement

The parties to this Agreement, made this _____ day of _____ 2023, are the Lower Minnesota River Watershed District, a Minnesota Watershed District ("LMRWD") a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D and Appletree Condominium Association ("APPLICANT"). The purpose of this Agreement is to provide for the installation and maintenance of a project designed to protect and improve natural resources within the District, by managing storm water and said project to be located at: 8121 34th Avenue South, Bloomington, MN 55425.

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

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

To LMRWD:

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

To APPLICANT:

Tom Fahey, Primary Contact
Appletree Condominium Association
8121 34th Avenue South, Unit 201
Bloomington, MN 55425

The parties being in agreement to be signed as follows:

APPLICANT:

LOWER MINNESOTA RIVER WATERSHED DISTRICT:

By: _____

By: _____

Its: _____

Its: President _____

Date: _____

Date: _____



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 5. C. – Bloomington Neighbors Nurturing Nature 2023 Cost Share Application

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD received a Cost Share application from a nonprofit group in Bloomington called Neighbors Nurturing Nature. The application proposes to improve habitat around a wetland at Olson Middle School in Bloomington. The request is for \$7,444.00. The plan proposes to remove invasive species and replant the area with native plants and forbs. Selective tree removal will open up the canopy to allow more sunlight to reach the new plantings. If the LMRWD approves the application Neighbors Nurturing Nature will work with Olson School to engage the school in the project.

The LMRWD will reach out to the school with the Educator mini-grant program and also suggest engaging them with the River Watch program through Friends of the Minnesota Valley.

Neighbors Nurturing Nature has registered with the MN Secretary of State and is waiting for approval from the IRS of its 501 (c) (3) status.

Attachments

2023 Cost Share Application from Neighbors Nurturing Nature and supporting documents
Cost Share Agreement between Neighbors Nurturing Nature and the LMRWD

Recommended Action

Motion to approve application from Neighbors Nurturing Nature and authorize execution of Cost Share Grant Agreement



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost Share Grant Application 2023

Application type (check one) Homeowner Non-profit - 501(c)(3) School

Business or corporation Public agency or local government unit

Project type (check all that apply) Raingarden Vegetated Swale Infiltration Basin

Wetland restoration Buffer/shoreline restoration Conservation practice Habitat restoration

Pervious hard surface Other _____

Applicant Information

Name of organization or individual applying for grant (to be named as grantee):

Bloomington Neighbors Nurturing Nature

Address (street, city and ZIP code):

10125 Drew Ave S

Phone:

612-222-8580

Email address:

dan.j.niziolek@gmail.com

Primary Contact (if different from above)

Name of organization or individual applying for grant (to be named as grantee):

Address (street, city and ZIP code):

Phone:

Email address:

Project location

Address (street, city and ZIP code):

4551 102nd Street West

Property Identification Number (PID)

1902724120004

Property owners:

(Bloomington) Independent School District 271

Project Summary

Title Olson Natural Area Wetland Restoration

Total project cost \$16,789

Grant amount requested \$7,444

Estimated start date When grant contracted

Estimated completion date June 2025 (or sooner if grant requires)

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

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

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

Project Details

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

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

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

The Olson Natural Area Wetland Restoration Project is a multiphase restoration and environmental education project to be conducted by a community-public school partnership that is lead by Bloomington Neighbors Nurturing Nature (BNNN). The end goal is the restoration of a natural wetland that will serve as a centerpiece of environmental education for the Olson Middle and Elementary Schools. Phase 1 (the basis of this grant request) will restore a native shoreline buffer/habitat, native emergents, and upland habitat, as well as start water sampling and create initial environmental education features. Future phases will address storm water system inflows to support the full restoration of the wetland. In addition, additional environmental education features will be created.

Currently, the 3 acre site is overrun with invasive plants (e.g. purple loosestrife, buckthorn, and honeysuckle) and unmanaged prolific trees (e.g. ash and basswood) as well as lacks appropriate native vegetation. This results in significant erosion issues, lack of habitat, and excessive nutrient flow into the wetland. There are remnant native plants, including pagoda dogwood, Solomon's Seal, and sedges. The wetland has 2 storm water inflows (which will be addressed in future phase) that deposit sediment, vegetation debris, chemicals, and garbage. There is a rustic school amphitheater on one side of the wetland and a primitive dirt path that goes around the upland edge of the wetland.

All historical photos and maps indicate the wetland was/is natural. Sometime in the past, the wetland was integrated into the city storm sewer infrastructure. In addition, the school property parking lot drains into the wetland. The site receives minimal maintenance, generally in the form of mowing and brush removal along the exterior edge. The site is currently used by Olson teachers for limited environmental education. The city currently does not collect water samples from the wetland/storm pond, but is willing to assist and support future water sampling, including involving students.

The wetland is designated by the **Nine Mile Creek Watershed** as a High Priority Wetland – Protection.

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

Project Goal:
Restore degraded wetland and create an environmental education resource for Bloomington Public Schools. Restoration will 1) improve water quality, 2) decrease shoreline erosion, 3) remove invasive plants, 4) reestablish native vegetation to support pollinators, wildlife, and sustainable landscaping, and 5) increase environmental education opportunities for public school students.

Grant Objectives:

- Decrease non-native species on site -
- Success will be measured by a 75% decrease in buckthorn and non-native species in 2 1/2 years.
- Increase native species on site -
- Success will be measured by an increase in native vegetation by 200% in 2 1/2 years.
- Increase in habitat -
- 3 acres restored in 2 1/2 years

Improved environmental education and water resources awareness -

- Success will be measured by completion of three new environmental education features, including the initiation of regular water sampling
- Increased water resources education and involvement in the restoration project by students, teachers, and community members.
- Success will be measured by the involvement of more than 50 individual resident volunteers in 2 1/2 years.

Grant Details

- Restoration and Environmental Education Design Plan - Meet with teachers and District staff to record teachers' current environmental education on the site and identify new features
- Remove buckthorn, invasive vegetation, and inappropriate densities (overpopulated) of trees to: 1) support native vegetation, 2) reduce plant matter levels entering wetland, 3) reduce shoreline erosion, and 4) reduce deterioration of habitat. Techniques will be non-chemical and prevent erosion during the project. Removal will include hand tool plant removal, occupation, buckthorn bagging, and potentially biological (beetles) control of purple loosestrife. The former strategies have proven successful in other restoration efforts.
- Plant Native Vegetation - plant location-appropriate native vegetation to 1) create natural shoreline buffer strip to decrease shore land erosion and excessive plant matter entering pond and 2) create appropriate vegetation throughout the site to support a healthy ecosystem and habitat for pollinators and wildlife.
- Implement Environmental Education Design - install and create features to support, enhance, and grow environment education for the Public Schools. Potential features include: demonstration/observation areas, planting areas, tree stumps/logs, and the list goes on...

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

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

How does the project support the goals you checked?

Bloomington Neighbors Nurturing Nature board members are leading a number of natural resources restoration projects in Bloomington. Water resources are a key element in all of these projects.

Each of these efforts (as this current proposed project will also) focus on engaging and educating residents (adults and youth) in the awareness, understanding, and creation of healthy ecosystems that include water resources. Through visuals and hands on restoration, we grow residents awareness of what makes healthy ecosystems - emphasizing the importance of how property (non-chemical) maintained native vegetation supports soil health and water quality. We raise residents awareness of the impacts of their landscaping practices - from chemical use and types of vegetation to vegetation debris and run off. We use the health issues of water resources in Bloomington to help residents visually see the impact of their own as well as our collective actions on water quality. Finally, we use regular newsletters and social media to educate and celebrate success. Our Winchester Pond restoration project is one of our greatest successes thus far. We have involved more than 50 residents over 5 years to improve water quality, through collective efforts of 1) installation of floating islands, 2) reduction of lawn chemicals, 3) restoration of shoreline buffers, 4) creation of 3 rain gardens, and 5) removal of invasive plants and overpopulated trees and the planting of native plants. Our success has included drawing upon the expertise of many natural resources experts.

Project Details (continued)

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

Benefit	Amount
Water captures	gal/year
Water infiltrated	gal/year
Phosphorus removed	lbs/year
Sediment removed	lbs/year
Land restored	130,680 sq. ft.

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

We will:

- Offer and provide presentations to the Bloomington School Board as well as the City of Bloomington's Sustainability Commission.
- Generate informational pieces for District and Sustainability Commission Newsletters
- Generate social media posts throughout the project. This includes regular posts on our website and FaceBook pages.
- Utilize the project events, updates and results to engage more residents in this and other restoration projects

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

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

Once the restoration is implemented, the following will be performed for a minimum of 5 years by BNNN:

Annually

- Walk the site and pull invasive plants
- Seed to repair negatively impacted areas

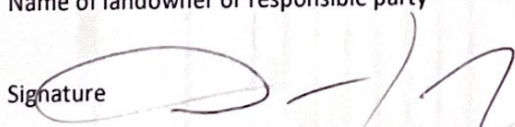
Every 3 years

- Biomass harvesting (via mowing, fire, grazing, and/or cutting and hauling away)

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

Authorization

Name of landowner or responsible party Dan Niziolek - BNNN President

Signature 

Date 3/28/23

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

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

Mail the completed application to

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

or email to:

Linda Loomis, Administrator
naiadconsulting@gmail.com

2023 Cost Share Worksheet

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

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Bloomington Public Schools	Vegetation hauling	7	\$35/hour		\$245	\$245
City of Bloomington	Vegetation Disposal		7 loads @ \$100/load		\$700	\$700
Community Volunteers	Invasive plant removal	310	\$20		\$6,200	\$6,200
"	Native seeding, planting, watering	50	\$20		\$1,000	\$1,000
"	Weeding	40	\$20		\$800	\$800
"	Overpopulated tree removal	20	\$20		\$400	\$400
Total:				\$	\$ 9,345	\$ 9,345

Project Materials

Material Description	Unit Cost	Total # of Units	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Landscape materials (Erosion control, black plastic)	\$150	3	\$450		\$450
Nature Shores - native plants/plugs	\$2.50	400	\$1,000		\$1,000
Natural Shores - native plants/plugs	\$4.00	750	\$3,000		\$3,000
MN Native Landscapes - native seeds	\$520	4	\$2,080		\$2,000
Outback Nursery - Trees	\$150	5	\$750		\$750
Mycorrhiza	\$122	2	\$244		\$244
Total:			\$ 7,444	\$	\$ 7,444

Total Requested Funds from LMRWD*:	\$ 7,444	(A)
Total Matchin/In-Kind Funds:	\$ 9,345	(B)
Project Total:	\$ 16,789	(C)

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



Hennepin County Property Map

Date: 3/28/2023



Division in Process

The displayed parcel boundary may not be the actual boundary because this property is in the process of being divided or replatted.

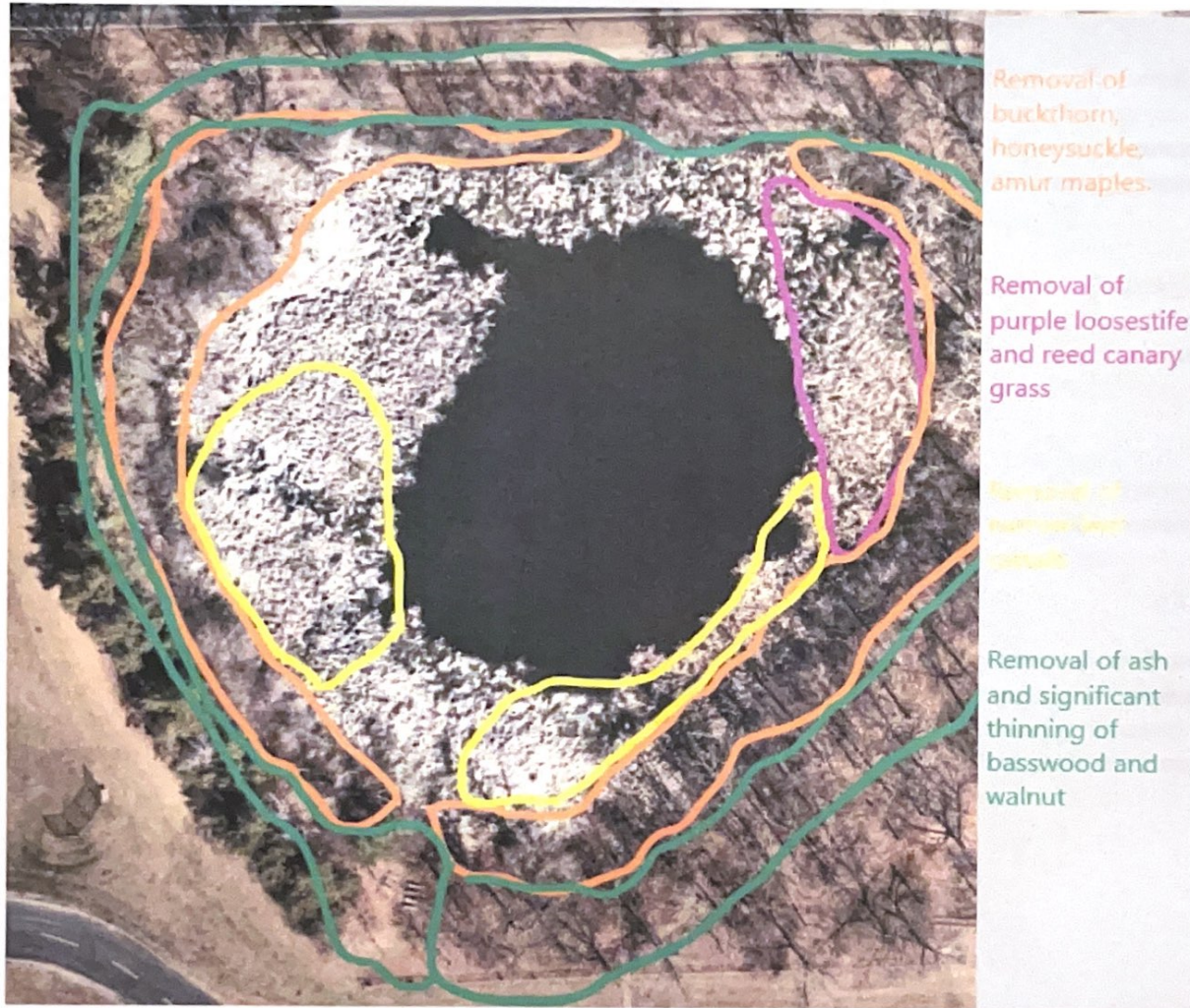
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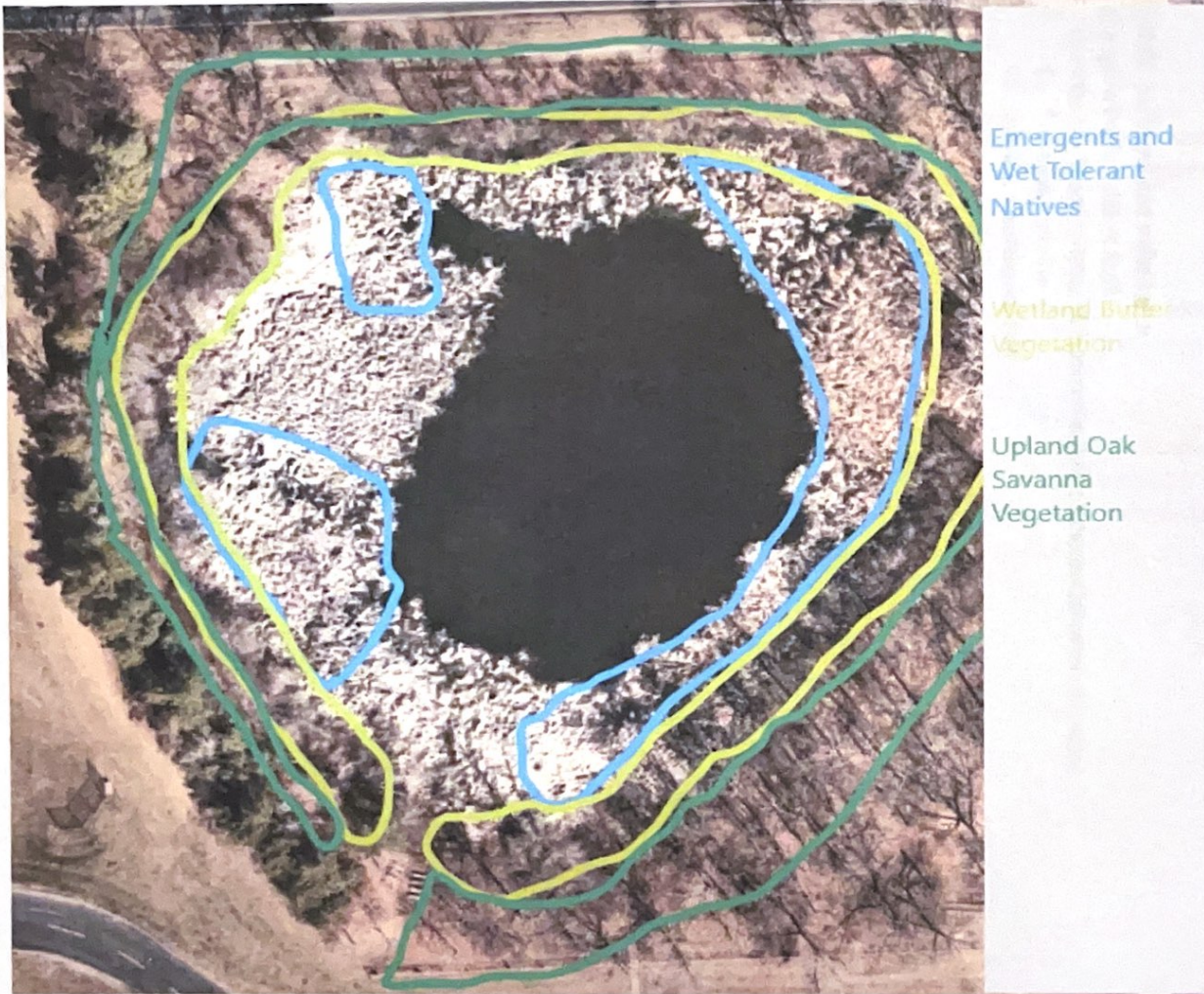
ADDRESS: 4501 102nd St W, Bloomington MN 00000

Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy, (ii) is furnished with no warranty of any kind, and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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COUNTY 2023





Project Major Tasks and Timeline

- Spring 2023 – Finalize Restoration and Environmental Education Implementation Plan.
- Spring-Fall 2023 – Buckthorn/invasive plants and overpopulated trees removal (begin in southwest corner of the site and move to the Northeast). Utilize erosion mats and occultation fabric in specific locations. Implement initial education design features. Initial spot seeding and planting.
- Fall 2023 – Prep areas for winter seed sowing. Harvest native grass/flower seeds off-site.
- Winter 2023/24 – Finish overpopulated tree and buckthorn removal. Winter seed sowing.
- Spring-Summer 2024 – Prep and native plantings.
- Summer 2024 – Weeding and education features implementation.
- Winter 2024/25 – Winter seed sowing.
- Spring-Summer 2025 – In fill plantings and seeding, and of course weeding
- Summer 2025 – Assessment.

Project staff, partners, and volunteers:

- Bloomington Public Schools Staff
 - Operations – Timothy Rybak (Bloomington Public Schools Operation Manager)
 - Technical expertise
 - Oversee maintenance staff
 - Vegetation debris transportation
 - Education
 - Principal Tim Ciavarri (Olson Middle School)
 - Technical expertise
 - Manager of teachers and school programing
 - Environmental Education
 - Science Teachers (Bloomington Public Schools)
 - Environmental Education expertise
 - Perform environmental education on the site
- Bloomington City Staff – Dave Hansen (Forester, 30 years with City of Bloomington, numerous years as Parks Maintenance Manager and recently hired as Natural Resources Manager).
 - Technical expertise
 - Vegetation disposal site
- Community Volunteers. (BNNN annually engages more than 50 volunteers in restoration efforts.)
 - Community organizer – 25+ years leading community improvement projects
 - Landscaping equipment company owner
 - Numerous gardeners – talents and plants to share
 - Fund raiser – years of successful fundraising
 - Physical labor, tools, refreshments, and plants
 - Social media development and maintenance
 - Master Naturalist
- **Match funding:** Is a monetary or in-kind match provided or being sought. If your project includes match dollars, please describe the entity providing those dollars, what is being provided, whether it is monetary or in-kind, and in what amounts. Describe the status of the matching fund (e.g., if additional grant funds are being sought or are already secured). Attach supporting documents where necessary.
- **Total project cost:**

	\$28,545
▪ Vegetation debris pickup and transport	\$245
▪ Vegetation disposal	\$700

Additional Information

Our Non-Chemical, People-Based Buckthorn Removal Approach:

Step 1: Winter-Spring: Cut off all the large (>1" diameter) buckthorn at 4 feet.

Three reasons:

- Immediately allows sunlight to reach the ground (supporting existing native plant growth)
- Forces the buckthorn to expend energy resprouting on the remaining stump.
- Minimizes suckering, which is common for buckthorn cut off at the ground.

Step 2: Spring-Summer: Pull small (<1" diameter) buckthorn. Install erosion fabric where necessary.

Step 3: Early Summer: Plant native plugs in areas of buckthorn pulling with limited native vegetation.

Step 4: Late summer: Either 1) pull out previously cut large buckthorn that has died or 2) cut living previously cut large buckthorn at 6" and apply buckthorn baggie. Leave on 1 year.

Step 5: Following season, pull new growth buckthorn (as well as garlic mustard which will likely appear).

Step 6: Plant plugs and seed throughout entire area of buckthorn pulling and cutting.

Step 7: Monitor bagged buckthorn for pioneers and remove.

Step 8: 1 year after installing, remove buckthorn baggies and remove any medium size root balls.

Step 9: Following season, pull new growth buckthorn and conduct in fill seeding.

Step 10: Regular maintenance.

Removal Acreage:

- Removal of buckthorn/honeysuckle/amur maples/other invasive plants followed by planting/seeding native wetland buffer. **(Approximately 1 acre)**
- Removal of purple loosestrife/narrow-leaf cattails followed by planting of emergents/wet tolerant natives. **(Approximately ½ acre)**
- Removal of ash/overpopulated basswood trees/invasive plants followed by planting upland oak savanna native grasses/sedges/ flowers/oaks. **(Approximately 1 acre)**



MNL Stormwater
Basin Mix

Native mix for stormwater & retention basin pond edges. Height 3-6'

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	Andropogon gerardii	Big Bluestem	8.00	2.64	0.72	
	Calamagrostis canadensis	Blue-joint Grass	0.35	3.24	0.03	
	Bromus ciliatus	Fringed Brome	3.10	1.13	0.28	
	Elymus virginicus	Virginia Wild Rye	16.50	2.29	1.49	
	Glyceria grandis	Reed Manna Grass	3.50	9.23	0.32	
	Leersia oryzoides	Rice Cutgrass	10.00	11.24	0.90	
	Panicum virgatum	Switchgrass	5.00	2.31	0.45	
	Sorghastrum nutans	Indian Grass	16.00	6.35	1.44	
	Spartina pectinata	Prairie Cordgrass	7.00	1.53	0.63	
Sedges/Rushes:	Carex hystericina	Porcupine Sedge	0.60	0.60	0.05	
	Carex stipata	Awl-fruited Sedge	0.75	0.84	0.07	
	Carex vulpinoidea	Fox Sedge	1.00	2.68	0.09	
	Scirpus atrovirens	Green Bulrush	0.50	7.60	0.05	
	Scirpus cyperinus	Woolgrass	0.25	14.05	0.02	
Forbs:	Anemone canadensis	Canada Anemone	0.20	0.05	0.02	Spring
	Asclepias incarnata	Swamp Milkweed	4.00	0.63	0.36	Summer
	Bidens cernua	Nodding Beggarstick	2.00	1.39	0.18	Summer
	Desmodium canadense	Showy Tick-trefoil	3.00	0.55	0.27	Summer
	Eutrochium maculatum	Joe-pye Weed	0.55	2.19	0.05	Summer
	Eupatorium perfoliatum	Boneset	0.20	1.06	0.02	Fall
	Helenium autumnale	Sneezeweed	0.80	3.44	0.07	Fall
	Hypericum pyramidatum	Great St. Johnswort	0.40	2.51	0.04	Summer
	Liatris pycnostachya	Prairie Blazing Star	1.25	0.45	0.11	Summer
	Mimulus ringens	Monkey Flower	0.10	7.60	0.01	Summer
	Monarda fistulosa	Wild Bergamot	0.75	1.74	0.07	Summer
	Ratibida pinnata	Yellow Coneflower	1.45	1.44	0.13	Summer
	Silphium perfoliatum	Cup Plant	2.50	0.12	0.23	Summer
	Solidago rigida	Stiff Goldenrod	1.50	2.03	0.14	Fall
	Sparganium eurycarpum	Giant Burreed	2.00	0.03	0.18	Summer
	Symphyotrichum novae-angliae	New England Aster	0.75	1.64	0.07	Fall
	Thalictrum dasycarpum	Purple Meadow Rue	0.60	0.40	0.05	Summer
	Verbena hastata	Blue Vervain	1.00	3.07	0.09	Summer
	Vernonia fasciculata	Ironweed	3.00	2.38	0.27	Summer
	Veronicastrum virginicum	Culver's Root	0.20	5.29	0.02	Summer
	Zizia aurea	Golden Alexanders	1.20	0.44	0.11	Spring
Seeds/sq ft:	104.00		100.00	104.18	9.00	
Grass Species:	9					
Sedges/Rushes:	5					
Forb Species:	21					

Seed mixes are subject to change based on availability



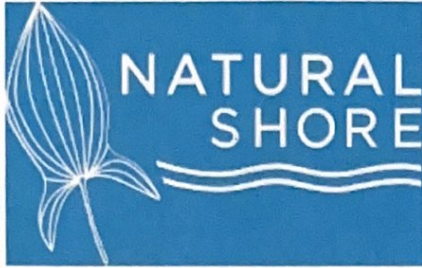
MNL Savanna Mix Shortgrass

Great mix for part-sun oak savanna and woodland edge sites
with 25-50% tree cover. Grass height 2-3'

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	<i>Bouteloua curtipendula</i>	Side-oats Grama	19.75	8.66	2.37	
	<i>Bromus kalmii</i>	Prairie Brome	1.25	0.44	0.15	
	<i>Elymus trachycaulus</i>	Slender Wheat Grass	10.00	3.04	1.20	
	<i>Elymus villosus</i>	Silky Wild Rye	12.00	2.91	1.44	
	<i>Elymus virginicus</i>	Virginia Wild Rye	11.00	2.04	1.32	
	<i>Schizachyrium scoparium</i>	Little Bluestem	18.00	11.90	2.16	
Sedges/Rushes:	<i>Carex brevior</i>	Plains Oval Sedge	4.00	5.11	0.48	
	<i>Carex molesta</i>	Troublesome Sedge	2.00	2.20	0.24	
	<i>Carex sprengeii</i>	Long-beaked Sedge	2.00	0.88	0.24	
Forbs:	<i>Achillea millefolium</i>	Yarrow	0.15	1.16	0.02	Summer
	<i>Agastache foeniculum</i>	Fragrant Giant Hyssop	0.40	1.59	0.05	Summer
	<i>Amorpha canescens</i>	Leadplant	0.50	0.35	0.06	Summer
	<i>Anemone canadensis</i>	Canada Anemone	0.15	0.05	0.02	Spring
	<i>Anemone virginiana</i>	Tall Thimbleweed	0.25	0.31	0.03	Summer
	<i>Aquilegia canadensis</i>	Columbine	0.20	0.33	0.02	Spring
	<i>Asclepias syriaca</i>	Common Milkweed	1.30	0.23	0.16	Summer
	<i>Ceanothus americanus</i>	New Jersey Tea	0.40	0.13	0.05	Summer
	<i>Dalea purpurea</i>	Purple Prairie Clover	4.00	2.64	0.48	Summer
	<i>Dalea candida</i>	White Prairie Clover	1.50	1.26	0.18	Summer
	<i>Desmodium canadense</i>	Showy Tick-trefoil	2.50	0.61	0.30	Summer
	<i>Drymocallis arguta</i>	Prairie Cinquefoil	0.30	3.04	0.04	Summer
	<i>Lespedeza capitata</i>	Round-headed Bushclover	1.00	0.35	0.12	Summer
	<i>Liatris aspera</i>	Rough Blazing Star	0.20	0.14	0.02	Summer
	<i>Lupinus perennis</i>	Wild Lupine	0.50	0.02	0.06	Spring
	<i>Monarda fistulosa</i>	Wild Bergamot	0.35	1.08	0.04	Summer
	<i>Oenothera biennis</i>	Common Evening Primrose	0.60	2.38	0.07	Fall
	<i>Rosa arkansana</i>	Prairie Rose	0.50	0.02	0.06	Summer
	<i>Rudbeckia hirta</i>	Black-eyed Susan	1.25	5.07	0.15	Summer
	<i>Rudbeckia triloba</i>	Brown-eyed Susan	0.85	1.27	0.10	Summer
	<i>Solidago nemoralis</i>	Gray Goldenrod	0.10	1.32	0.01	Fall
	<i>Solidago rigida</i>	Stiff Goldenrod	0.75	1.36	0.09	Fall
	<i>Solidago speciosa</i>	Showy Goldenrod	0.30	1.26	0.04	Fall
	<i>Symphyotrichum laeve</i>	Smooth Blue Aster	0.10	0.24	0.01	Fall
	<i>Symphyotrichum oolentangiense</i>	Sky-blue Aster	0.50	1.76	0.06	Fall
	<i>Verbena stricta</i>	Hoary Vervain	0.80	0.99	0.10	Summer
	<i>Veronicastrum virginicum</i>	Culver's Root	0.05	1.76	0.01	Summer
	<i>Zizia aurea</i>	Golden Alexanders	0.50	0.24	0.06	Spring
			100.00	68.17	12.00	

Seeds/sq ft: 68.00
 Grass Species: 6
 Sedge/Rush Species: 3
 Forb Species: 28

Seed mixes are subject to change based on availability



Plug and Plant List

- Butterfly Weed (*Asclepias tuberosa*)
- Sideoats Grama (*Bouteloua curtipendula*)
- Lance Leaved Tickseed (*Coreopsis lanceolata*)
- White Prairie Clover (*Dalea candida*)
- Purple Prairie Clover (*Dalea purpurea*)
- Dotted Blazing Star (*Liatris pycnostachya*)
- Little Bluestem (*Schizachyrium scoparium*)
- Aromatic Aster (*Symphotrichum oblongifolium*)
- Swamp Milkweed (*Asclepias incarnate*)
- Lake Sedge (*Carex lacustris*)
- Joe Pye Weed (*Eutrochium maculatum*)
- Sneezeweed (*Helenium autumnale*)
- Blue Flag Iris (*Iris versicolor*)
- Blue Lobelia (*Lobelia siphilitica*)
- Obedient Plant (*Physostegia virginiana*)
- New England Aster (*Symphotrichum novae-angliae*)
- Blue Vervain (*Verbena hastata*)
- Bebb's Sedge (*Carex bebbi*)
- Fox Sedge (*Carex vulpinoidea*)
- Boneset (*Eupatorium perfoliatum*)
- Prairie Blazing Star (*Liatris pycnostachya*)
- Cardinal Flower (*Lobelia cardinalis*)
- Bur-reed (*Sparganium eurycarpum*)
- Arrowhead (*Sagittaria latifolia*)
- Ironweed (*Vernonia fasciculata*)
- Culver's Root (*Veronicastrum virginicum*)
- Common Three-square (*Schoenoplectus pungens*)
- Hardstem Bulrush (*Schoenoplectus acutus*)
- Softstem Bulrush (*Schoenoplectus tabernaemontani*)
- Tussock Sedge (*Carex stricta*)
- Green Bulrush (*Scirpus atrovirens*)
- Woolgrass (*Scirpus cyperinus*)
- Bottlebrush Grass (*Elymus hystrix*)
- Black-eyed Susan (*Rudbeckia hirta*)
- Gray-headed Coneflower (*Ratibida pinnata*)
- Zig Zag Goldenrod (*Solidago flexicaulis*)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, April 19, 2023

Agenda Item

Item 4. D. 2022 Dakota County monitoring report

Prepared By

Linda Loomis, Administrator

Summary

Lindsey Albright from the Dakota County Soil & Water Conservation District will be present at the meeting to go over the findings of 2022 water resource monitoring.

Attachments

2022 Fen Well Monitoring Report

Recommended Action

No action recommended



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

2022 Fen Well Monitoring Report



Prepared for the Lower Minnesota River Watershed District
by Dakota County Soil and Water Conservation District



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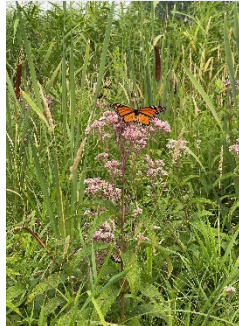
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Introduction

The Minnesota River corridor, just upstream of the confluence with the Mississippi River, is a unique habitat consisting of calcareous fens, intersected with small trout streams (see map in Appendix 1). Flora and fauna of the fens and streams rely on groundwater input to maintain water levels and provide cool water. The abundance of dissolved minerals, particularly calcium carbonate, causes the water to be more alkaline (higher pH), a typical signature of streams and wetlands with a significant groundwater influence. This calcium-rich environment supports highly diverse and unique rare plant species.



As a result of development in the area, little natural fen remains and there is concern over the quality of the fen habitat and the ability to support the wildlife that is well adapted to its unique characteristics. Groundwater pumping, infrastructure, and stormwater input have had a noticeable effect on water quality and quantity. Several assessments of this natural resource and the need for continued monitoring were done, and in 2007 the Lower Minnesota River Watershed District began working with the Dakota County Soil and Water Conservation District to conduct annual fen well monitoring.



Weather Summary

Monthly precipitation data was retrieved from the Minnesota Department of Natural Resources (MNDNR) [website](#) for the Minneapolis/St. Paul airport weather station (Figure 1).

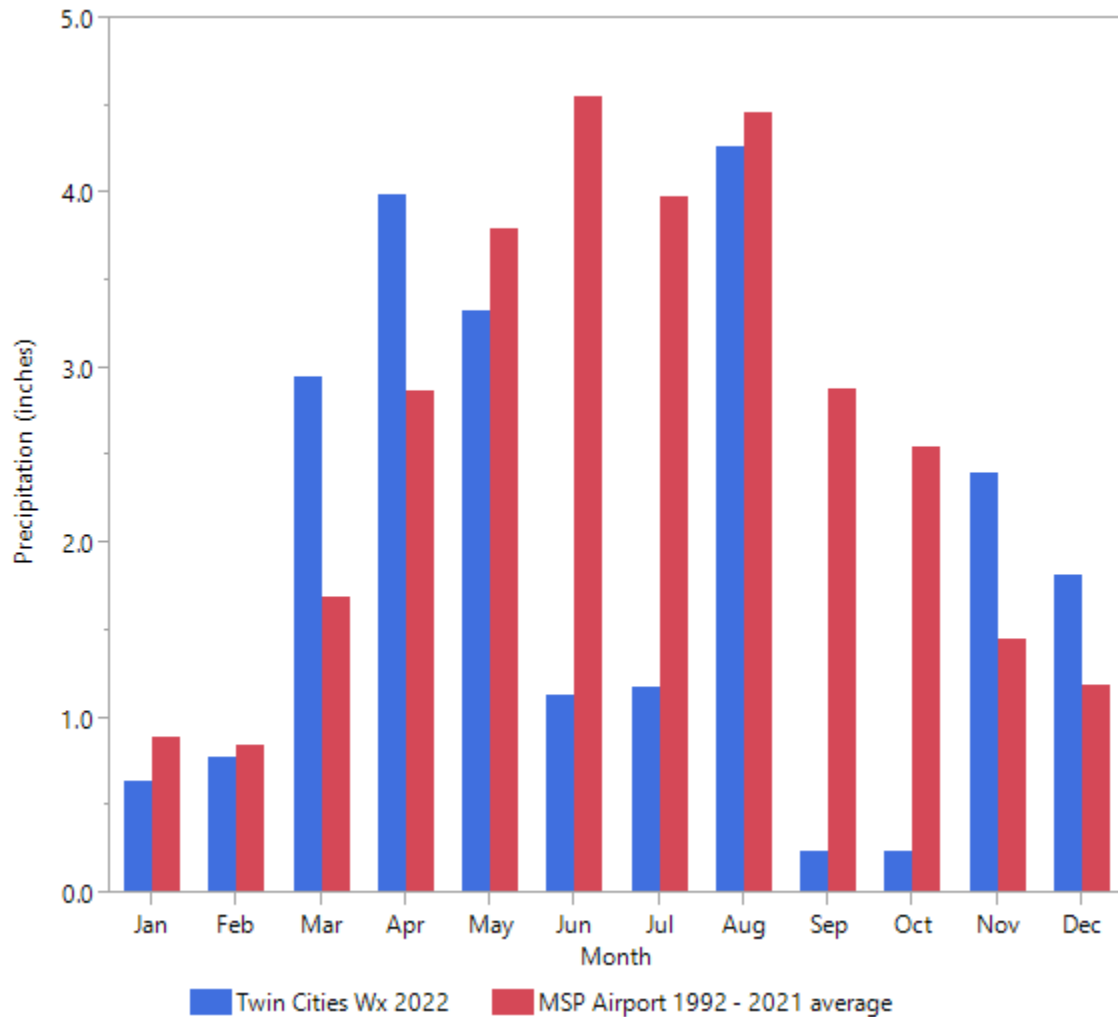


Figure 1. Monthly rainfall (blue) and 30-year (1992-2021) monthly average precipitation at Minneapolis/St. Paul weather station, data courtesy of the MNDNR.

Drought conditions persisted during 2022. June through October were all among the top 20 driest summer and early autumn months on record. And on the opposite end, March and April were among the top 20 wettest Marches and ApriIs in the Twin Cities.

Since 2006, there have been a mix of years with precipitation above (2007, 2010, 2013, 2014, 2015, 2016, 2017, 2018, 2019) and below (2006, 2008, 2009, 2011, 2012, 2020, 2021, 2022) the 30-year average, as shown in Figure 2. 2022 annual precipitation (22.97 inches) was well below the average (31.2 inches) and was below the average for the third time since 2013 (2020 and 2021 were also below the average).

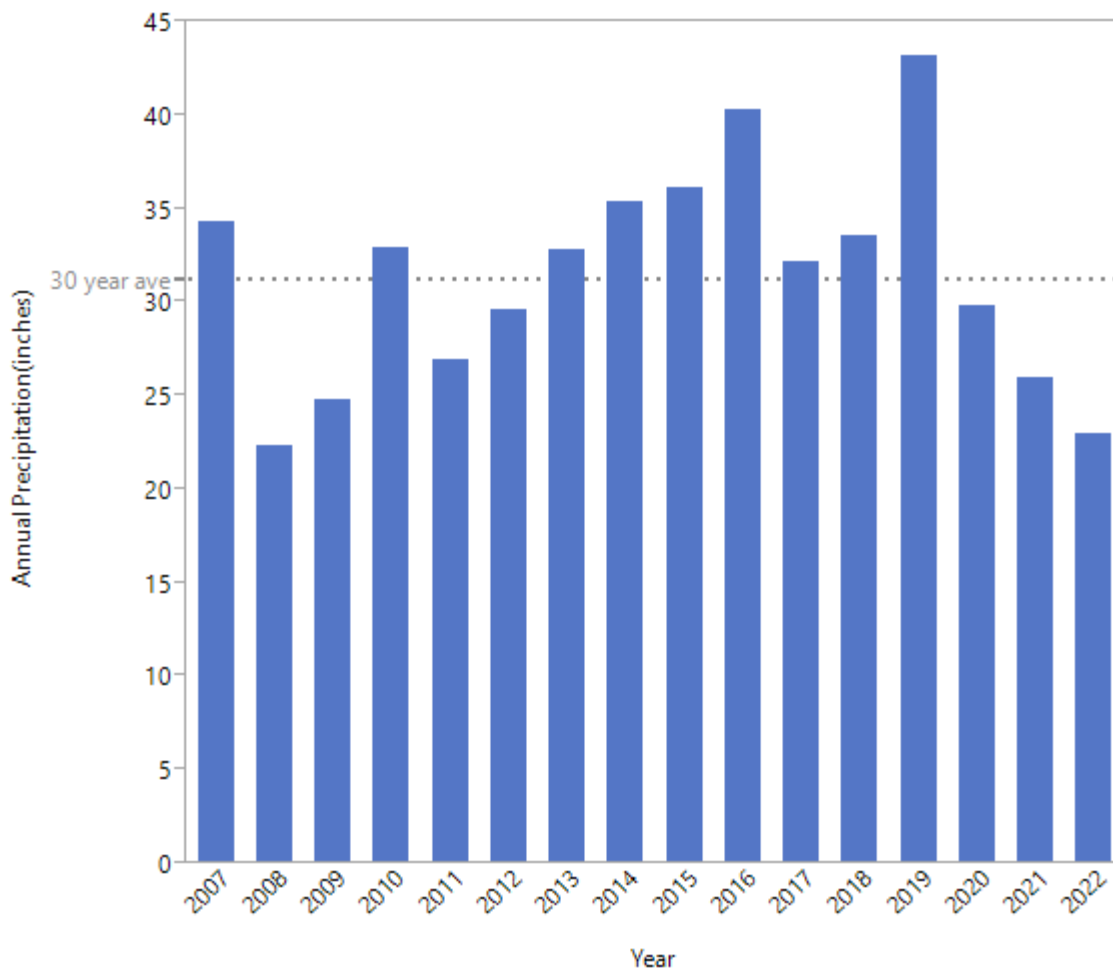


Figure 2. Total rainfall (inches) from 2007-2021 at Minneapolis/St. Paul weather station, data courtesy of the MNDNR. Gray dotted line indicates the 30-year (1992-2021) total annual average precipitation of 31.2 inches.

In the Quarry Island and Fort Snelling fens, well water level does not appear to change in response to precipitation during previous years or in the current one. Water levels in some of the wells are either decreasing or increasing, but there doesn't seem to be a seasonal or annual influence (i.e. did not see elevated levels in 2019-2020 following the high rainfall amount in 2019).

Historically, the Nichols wells appeared to be heavily influenced by precipitation. According to the "Environmental Monitoring of Nichols Fen" study conducted in 2008 by WSB & Associates, Inc., the Nichols fen has an 18-24 month response time to precipitation. Past monitoring data supported the idea that a year with higher well level measurements was preceded by a year when total precipitation was above average. Alternatively, years with lower well level measurements were preceded by years in which total precipitation was below average.

Results from 2022 are less conclusive as to the impact that rainfall has on water levels. Recent years have had below average rainfall amounts and though some wells did have decreasing water levels from one year to the next, it was not across the board. In fact, water levels at some wells appear to be rising or remained stable.

Methods

Fen wells were monitored monthly from March through December 2007 through 2022 (no monitoring was undertaken in 2014). The monitoring network consists of two wells in the Quarry Island fen, 13 wells in the Fort Snelling fen, and 13 wells in the Nichols fen for a total of 28 wells.

A Solinst Water Level Meter (Model 101) was used to measure the distance from the benchmark at the top of the well casing down to the water surface. Data was later transcribed into mean sea level and reported as elevation, in feet. In cases where the water level was “flowing” or too shallow to measure, the elevation of the pipe casing was used. In cases where the water in the pipe was frozen, no level data was recorded. See figures captions and fen grouping summaries for more description.

Data are reported to the Minnesota Department of Natural Resources and can be retrieved by going to the Cooperative Groundwater Monitoring (CGM) [website](#).

Interpreting Statistical Values

Kendall’s tau (T) test is commonly used to evaluate monotonic trends in water quality data as a function of time. Most generally, it is a test for whether well elevations tend to increase or decrease with time. The test determines which wells are significantly trending, but does not seek to explain the cause of the trend.

The P-value is used to quantify the statistical significance of the data. It shows the likelihood that the null hypothesis is true; i.e., there is no change in well level over time. A P-value of 0.001 means there is a 0.1% probability that there is no change in well level over time. Since this probability is so small, it indicates that the pattern in the data would be highly unlikely if there was no trend (change in level over time). Thus, we can reject the null hypothesis and be fairly confident that there is a change in well level over time. Generally, a P-value below 0.05 is acceptable.

The Pearson correlation coefficient (R) is used to describe the noisiness and direction of a linear relationship. If the well level is decreasing over time there will be a negative R value close to -1, if the well level is increasing over time there will be a positive R value close to 1. If there is no clear linear trend and points are scattered around the line, the R value will be close to 0.

The coefficient of determination (R^2) is a measure of how well the predicted regression line approximates the observed data points. Data that are closely associated with the line have an R^2 close to 1, while data that are very scattered around the line have an R^2 close to 0. R^2 does not indicate whether the independent variables are a cause of the changes in the dependent variable; and thus, R^2 alone cannot be used to determine if a variable is significantly trending (up or down) or not.

Fen Well Monitoring Results and Discussion

Several statistical parameters were calculated to determine if well levels were significantly increasing or decreasing with time (Table 1). Linear regressions for each dataset are shown in Appendix 3. MNDNR visited the fen wells in September 2016 and recorded new elevations for 21 of the 28 wells. Elevations at seven wells in the Fort Snelling fen did not change as they are installed on more stable ground that does not experience seasonal and annual shifts.

Table 1. Water level trends over time for each fen well. Statistics are included only for those wells in which P-values were statistically significant. No clear trend¹ although the P-value is acceptable, the R and R² values do not indicate a strong trend and more data is needed.

	Well	Trend	Kendall's T, P-value	R	R ²
Quarry Island	P1-S	No clear trend			
	P1-D	Decreasing	-0.6828, <0.0001*	-0.7166	0.14
Fort Snelling	N3	Increasing	0.4662, <0.0001*	0.597	0.348
	N4	Increasing	0.4968, <0.0001*	0.6488	0.403
	N5	Increasing	0.4858, <0.0001*	0.6353	0.396
	W1	No clear trend ¹	0.3941, <0.0001*	0.443	0.186
	W2	No clear trend ¹	0.4088, <0.0001*	0.4352	0.187
	W3	No clear trend ¹	0.3563, <0.0001*	0.4728	0.221
	W4	No clear trend			
	S1-USGS	Increasing	0.6027, <0.0001*	0.9174	0.44
	S1	No clear trend ¹	-0.3490, 0.0002*	-0.534	0.06
	S2-USGS	No clear trend			
	S2	No clear trend ¹	0.2495, 0.0106*	0.7989	0.04
	S3-USGS	No clear trend			
	S3	No clear trend			
Nichols	1LN	No clear trend			
	1LS	No clear trend ¹	-0.1831, 0.0376*	-0.6322	0.09
	F3	No clear trend			
	F4	No clear trend			
	WN1-USGS	No clear trend			
	WN5-USGS	No clear trend ¹	-0.1819, 0.0473*	-0.5305	0.05
	WT-1	No clear trend ¹	-0.3766, <0.0001*	-0.8507	0.27
	WT-2	No clear trend			
	WT-3	Decreasing	-0.4785, <0.0001*	-0.9098	0.47
	WT-4	No clear trend			
	WT-5	No clear trend			
	F1	No clear trend			
F2	No clear trend ¹	0.2976, 0.0008*	0.7339	0.14	

Quarry Island

The Quarry Island Fen had originally been part of the larger Snelling Fen complex and was cut off during the construction of Highway 494 and watershed development. There may be little potential for restoration in the fen as the watershed is largely developed already.

The shallower well (P1-S) monitors water level in the peat layer while the deeper well (P1-D) monitors the layer immediately below the peat. Water levels in the Quarry Island Fen continues to decrease over time with a high level of variability at P1-S in recent years. At P1-D, individual monitoring events have a statistically significant downward trend and show annual seasonality with measurements collected in the early fall having the lowest level measurements (Figure 3).

MNDNR visited the fen wells in September 2016 and recorded a new elevation for both wells. Beginning in October 2016, water levels have been adjusted to reflect the new elevations (demarcated by red line). In 2022, the data again showed a much higher degree of variability than in previous years at P1-S. Continued monitoring is necessary to understand the annual and seasonal dynamics of that well.

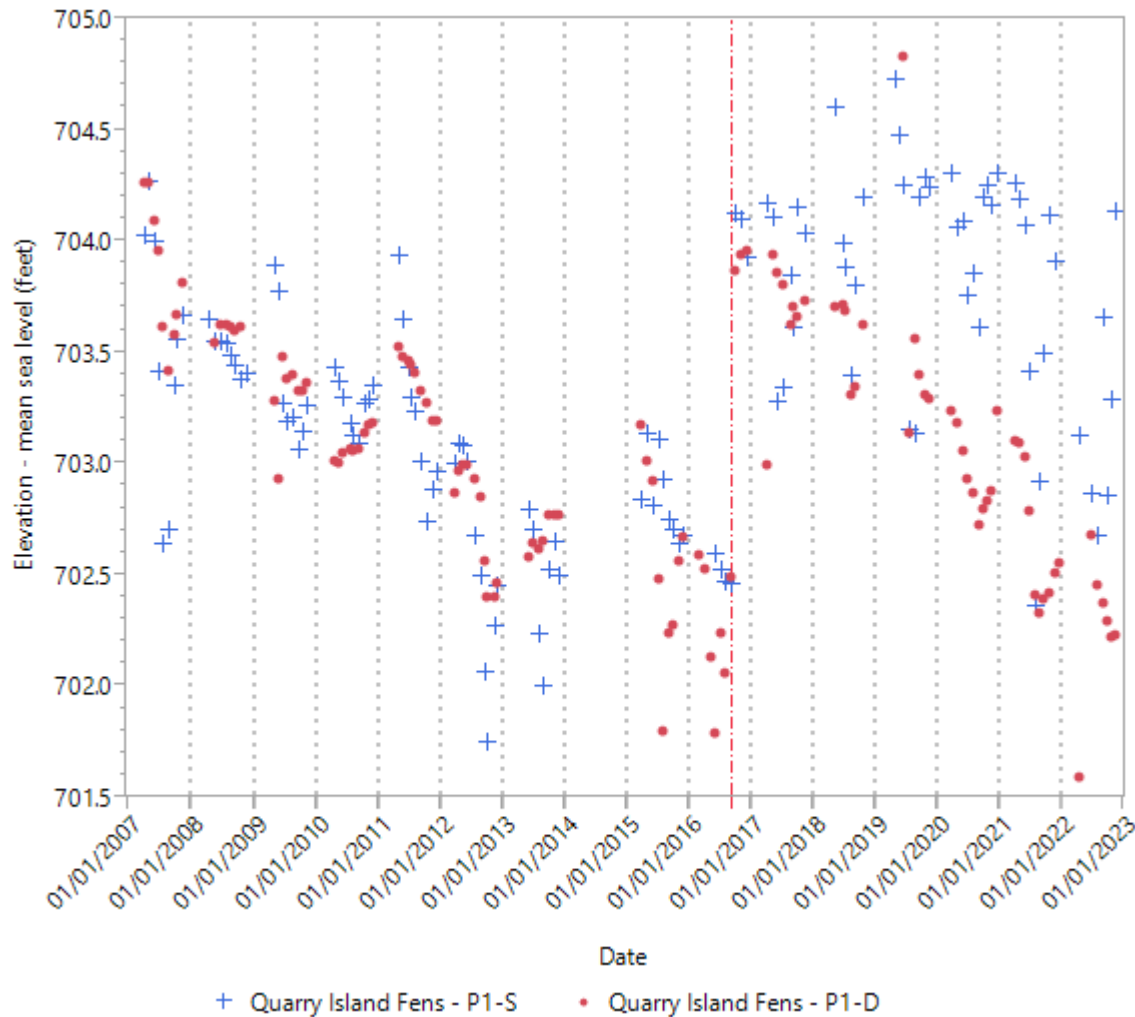


Figure 3. Water level elevation for Quarry Island Fen wells.

Fort Snelling

The Fort Snelling fen is of good quality and seems to be quite stable, if not increasing in water level (Figure 4). MNDNR visited the fen wells in September 2016 and recorded a new elevation for the S# and S#-USGS wells. Beginning in October 2016, there is a visible shift in the water levels of the wells to reflect the new elevations (demarcated by red line). Until 2016, S1-USGS was trending downward in water level, but recent analysis is showing a significant upward trend. Water level readings at S2 are very consistent, but recent increases have shown to be statistically significant. Many of the other sites show increasing water levels over time, but increased variability in measurements within a given year. Continued monitoring of the Fort Snelling fen will strengthen trend analyses and allow for any degradation to be more quickly recognized and addressed.

Over time, N3, N4, and N5 show seasonal changes in water levels, along with an overall increasing trend.

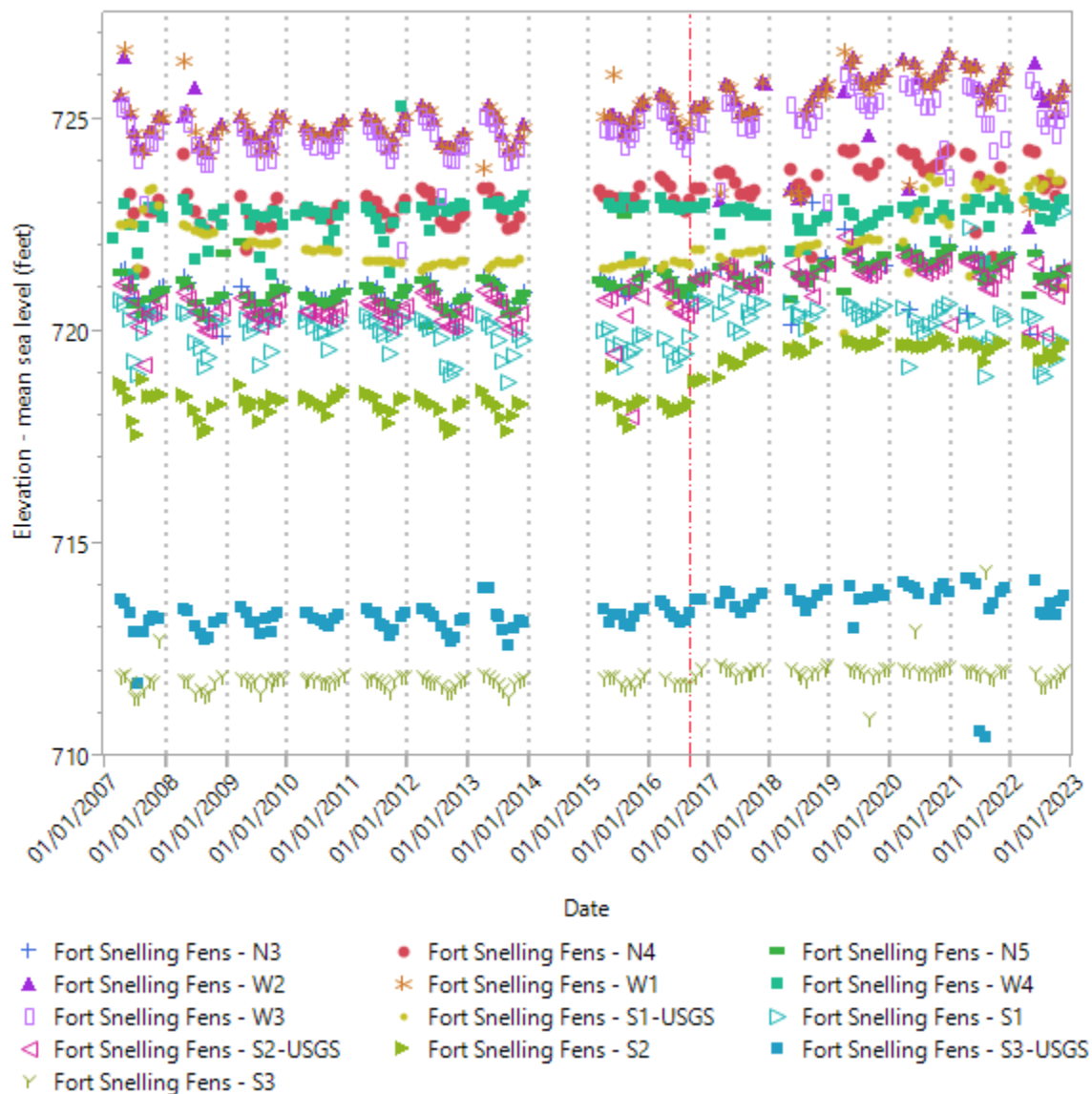


Figure 4. Water level elevation for the Fort Snelling fen wells. At well S3-USGS, when the water was overflowing, the elevation of the top of the pipe (Historical - 713.97 and 2016 – 714.18) was recorded. See individual well graphs in Appendix 3.

Nichols

Figures 5-7 summarize the results of the fen well level measurements from 2007 through 2021 (no data were collected in 2014). Data are presented across several figures for clarity and grouping is based on proximity, not hydrologic characteristics.

Historically, several of the wells have shown increasing trends. Unfortunately, since the elevation change, only two of the wells (WT-3 and WT-5) are showing any sort of trend in water level. Both wells currently show decreasing.

MNDNR visited the fen wells in September 2016 and recorded a new elevation for both well. Beginning in October 2016, water levels have been adjusted to reflect the new elevations (demarcated by red line). Prior to the survey effort, wells F3, F4, WN1-USGS, and WN5-USGS showed significant increasing trends in the data well measurements due to elevated water levels in 2011 and 2013 that were higher than in other years. The two years prior, 2010 and 2012, had higher than average total precipitation. Water levels in 2018 were elevated, much like in 2011 and 2013, which is consistent with the theory that heavy rainfall the previous year contributed to elevate measurements during the field season as rainfall was above average in 2017. Water levels at F2 had been trending upwards starting in 2013 after low values measured in 2012 (following a below average total rainfall year in 2011). Longer datasets for these wells will help to determine if there is a long-term increasing or decreasing trend and will be less heavily influenced by one to two, wet or dry years.

Many of the wells in this fen seem to show some amount of seasonality on an annual basis with late summer having the lowest level measurements and early spring and summer having higher levels.

With the change in known well elevations in this fen, continued monitoring is necessary to improve confidence in the historical trends and determine if there is long-term drawdown of the water table as a result of watershed impacts or if the groundwater levels in the Nichols fen are recovering and stabilizing.

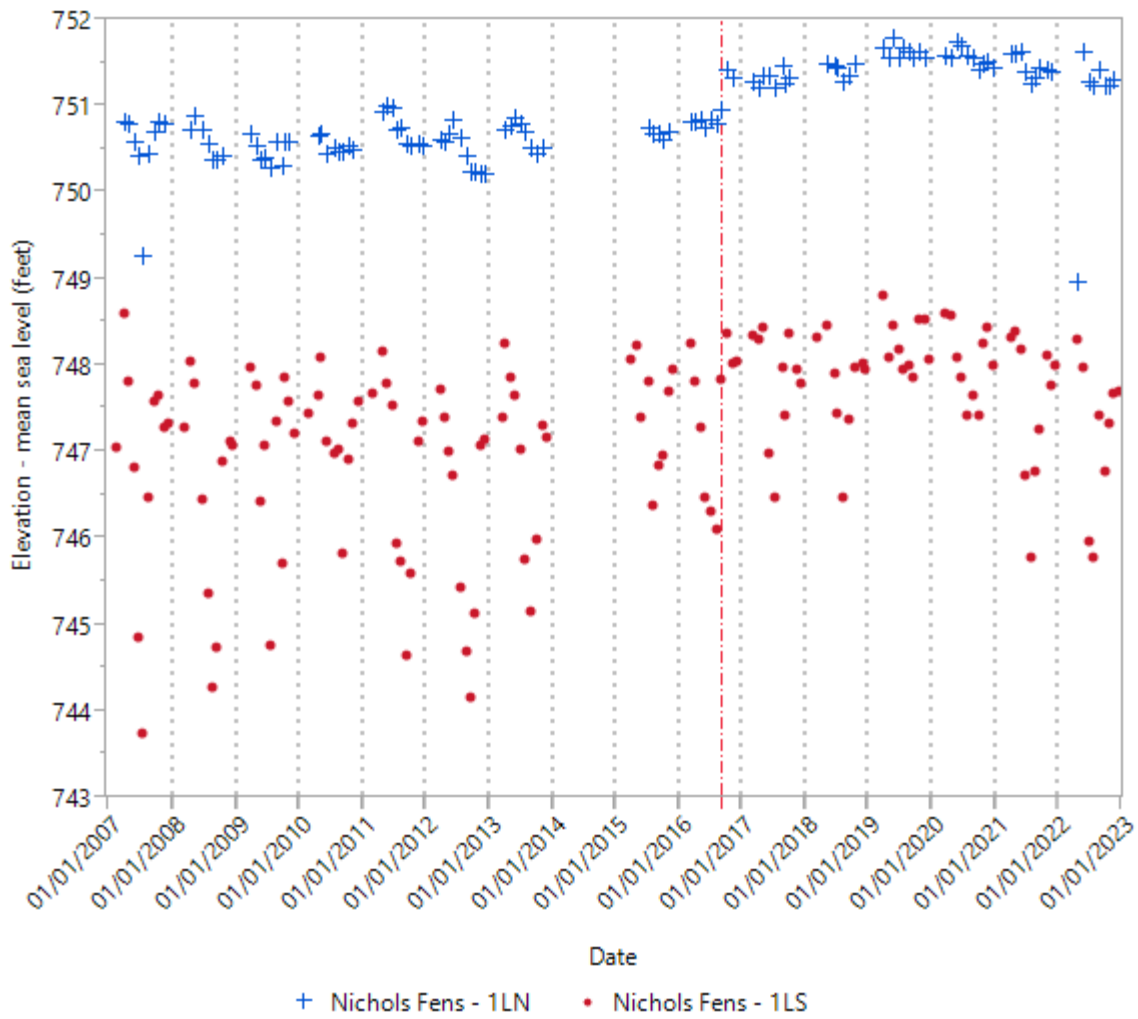


Figure 5. Water level elevation for the Nichols Fen wells (set 1 of 3).

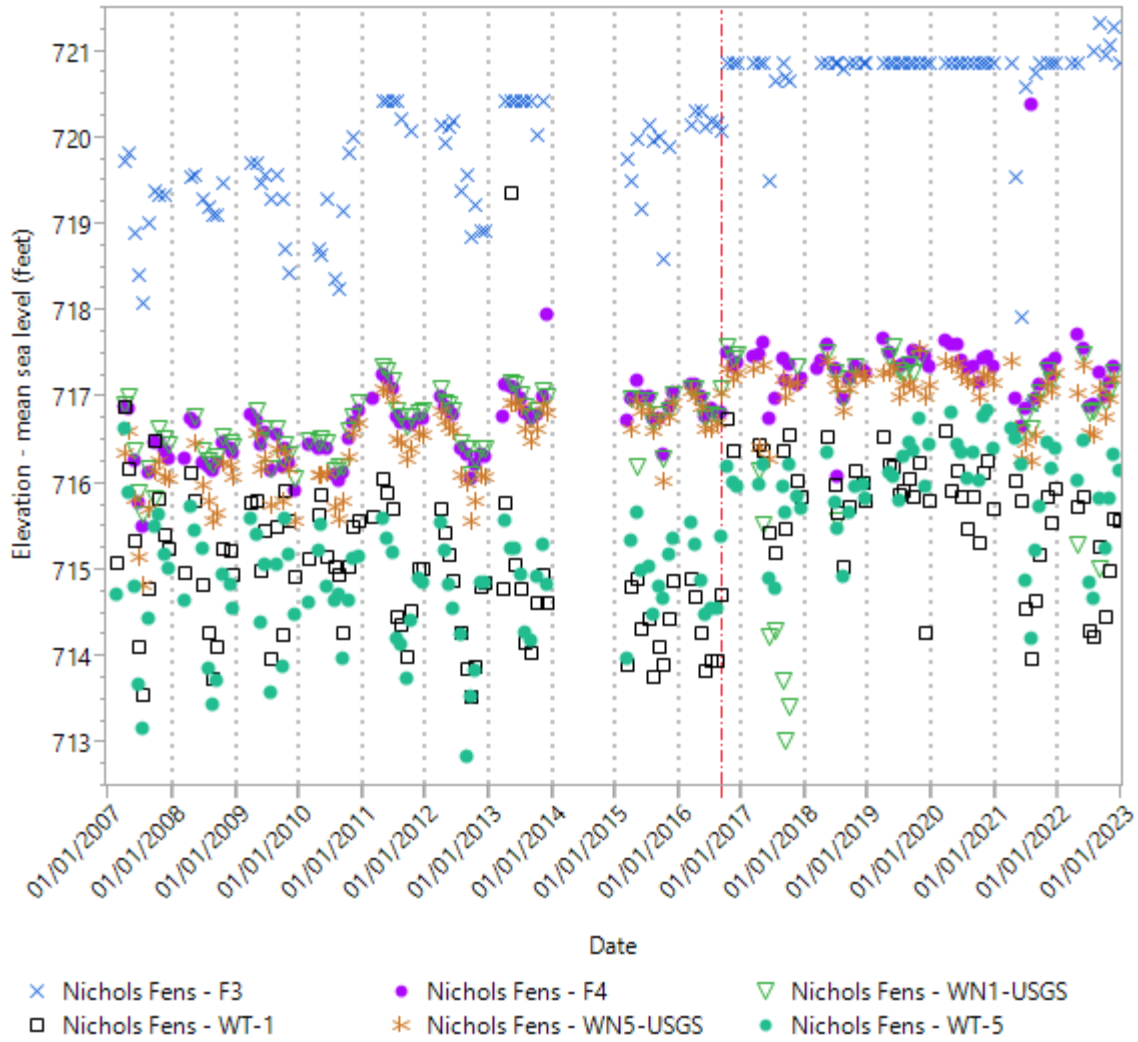


Figure 6. Water level elevation for the Nichols Fen wells (set 2 of 3). At well F3 and WT-1, the water was often overflowing and the elevation of the top of the pipe (F3: Historical - 720.43 and 2016 – 720.88; WT-1: Historical - 719.37 and 721.25) was recorded. See individual well graphs in Appendix 3.

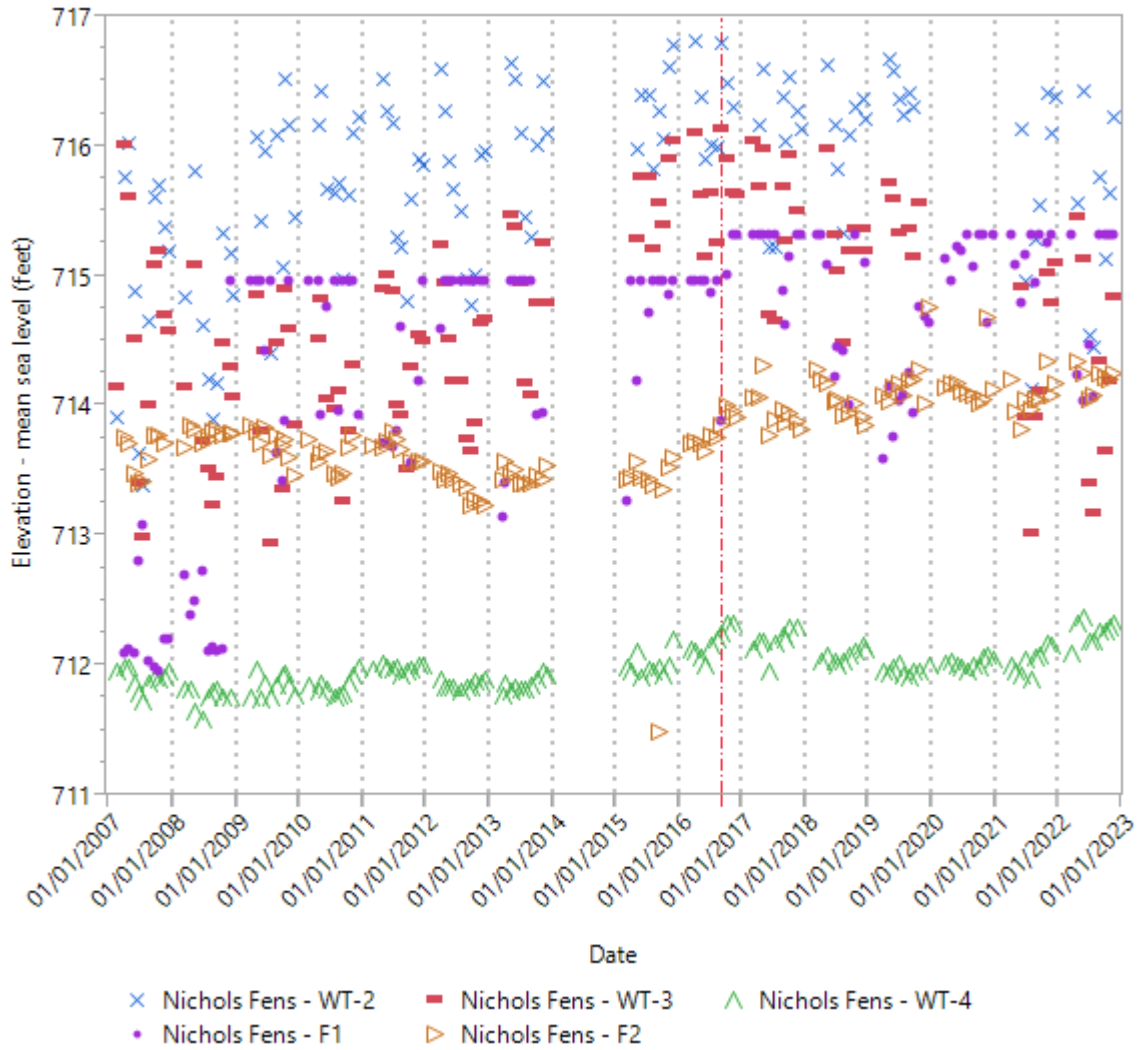


Figure 7. Water level elevation for the Nichols Fen wells (set 3 of 3). At well F1, the water was often overflowing and the elevation of the top of the pipe (Historical - 714.97 and 2016 – 715.32) was recorded. See individual well graphs in Appendix 3.

Conclusion

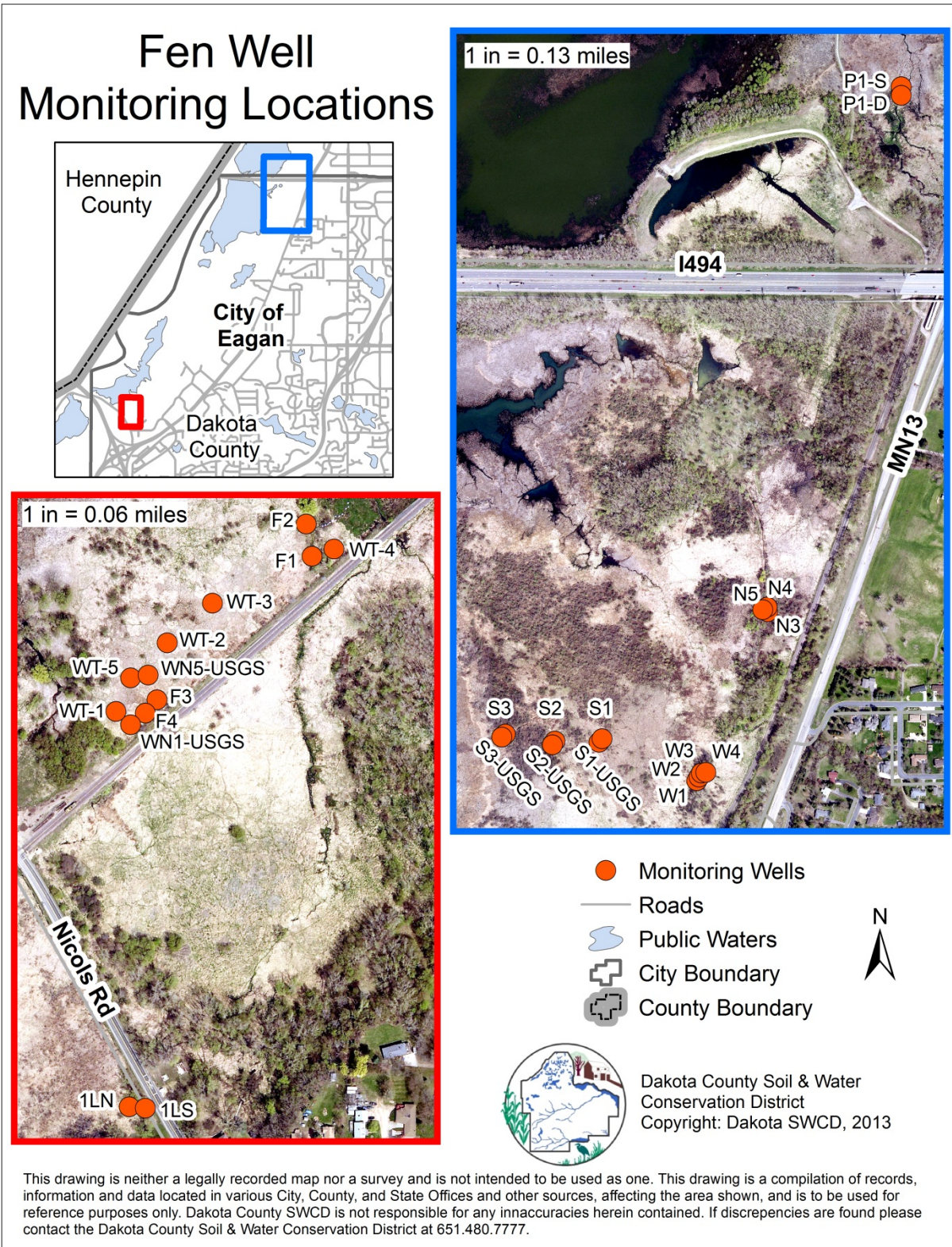
Due to the resurveying of well elevations in the fall of 2016, it is difficult to determine trends in groundwater levels as the data record is now only two years for the majority of the wells in the three fens along the Minnesota River. The data record at the seven wells that were not resurveyed in 2016 was maintained through the 2021 monitoring season. Three of those wells (N3, N4, N5) show an increasing trend in groundwater level. Continued monitoring is recommended as the data set is limited.

Five of the wells surveyed in 2016 show a significant water level trend (S1-USGS and S2 – increasing; P1-D, WT-3, and WT-4 - decreasing). Continued monitoring in the fens is recommended as more data is needed to reestablish trends for all wells post 2016 survey.

When evaluating groundwater levels in a fen, it is important to consider that seasonal changes in temperature, precipitation, flow, etc., can influence fen well water levels, especially over short periods of time. For some of the fen wells, water levels fluctuate seasonally, as well as annually, based on current and past weather patterns. At one time, above average precipitation years seemed to be followed by higher well level measurements during subsequent years (as well as the opposite case of low rainfall amounts leading to low water level readings). Recent data shows much more variability, though trends are becoming established.

Longer datasets are needed to confirm the overall state of each fen. Historical monitoring showed each fen in a varied state of degradation or recovery, but due to low rainfall amounts in recent years, water level data is showing increased variability. More information will help to ascertain the true state of each fen and allow for proper management decisions to be made and acted upon.

Appendix 1: Map of Fen Well Monitoring Locations



Appendix 2: Well Metadata

Approximate depth, coordinates, and mean sea-level elevation for each well (data courtesy of Minnesota Department of Natural Resources). Elevations at W1, W2, W3, W4, N3, N4, and N5 did not change in 2016, so no values are recorded.

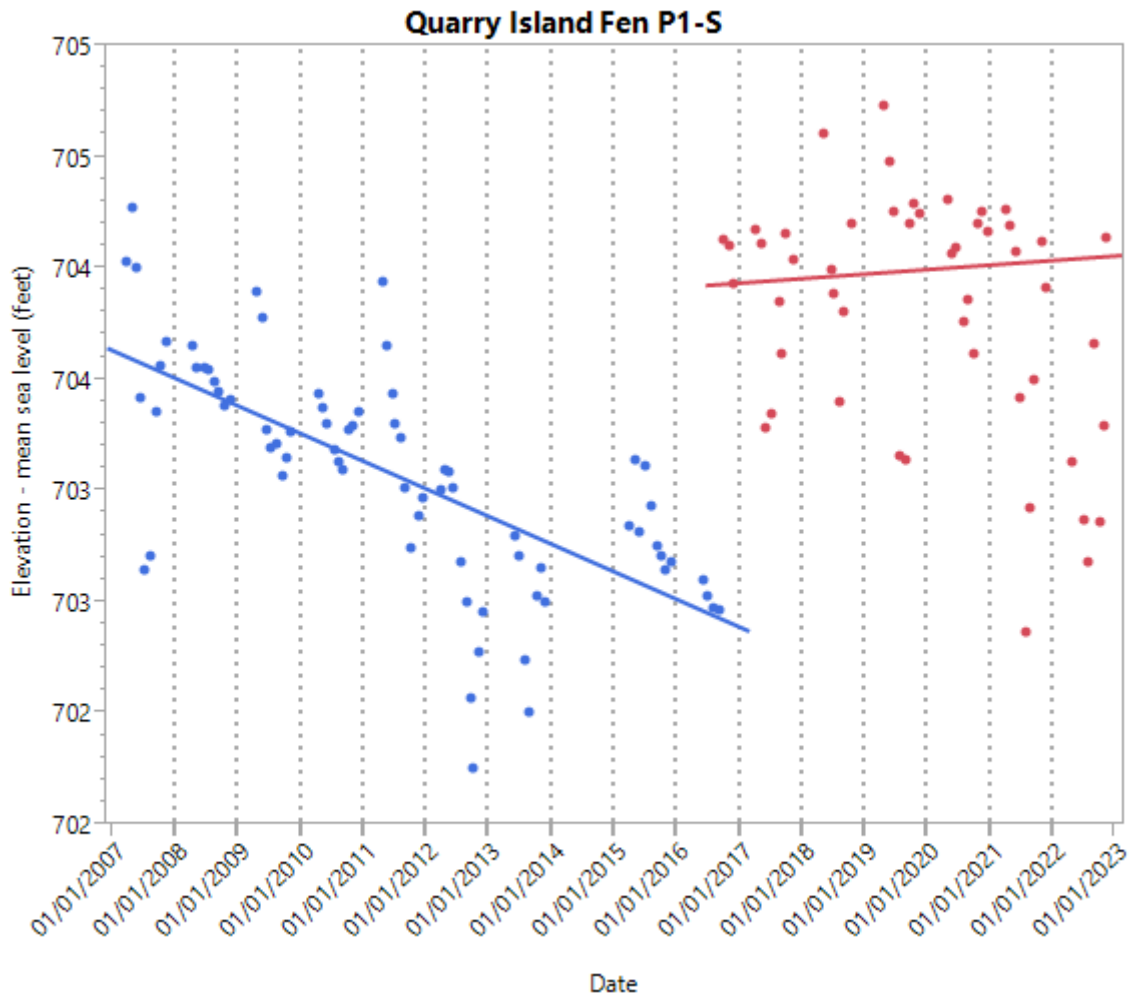
Well	Approximate depth (feet)	Northing (UTM)	Easting (UTM)	Elevation (feet)	2016 Elevation (feet)
P1-S	4	243025.4	535925.6	707.29	708.56
P1-D	8	243024.2	535925	706.98	708.67
N3	45.21	240030.6	535345.7	723.87	
N4	75.34	240030.5	535349.3	724.27	
N5	21.69	240035.5	535347.4	724.06	
W1	77.00	239330.3	535121.9	728.45	
W2	50.12	239325.1	535119.2	728.47	
W3	21.83	239330.7	535130.5	726.87	
W4	12.00	239333.3	535130.2	727.6	
S1-USGS	20.67	239503.2	534796.5	723.44	723.83
S1	5.35	239502.7	534796.6	723.83	722.98
S2-USGS	27.00	239519.2	534506.9	722.35	722.77
S2	5.25	239518.1	534507	721.13	721.59
S3-USGS	21.68	239547.5	534222.3	713.97	714.18
S3	21.68	239548.3	534222.9	715.06	715.32
1LN	29	226915.8	525306.8	751.59	751.93
1LS	8	226913.4	525308.8	751.43	751.78
F3	75	228058.8	525367.6	720.43	720.88
F4	21	228055.9	525364.7	720.36	720.65
WN1-USGS	19.82	228054.3	525357.3	719.51	719.92
WN5-USGS	16.08	228125.3	525293.5	717.92	718.13
WT-1	9	228054.7	525356	719.37	721.25
WT-2	9	228222.7	525372.2	719.88	719.55
WT-3	8	228330.4	525514.2	721.27	718.26
WT-4	6	228457.4	525783.2	713.58	713.63
WT-5	7	228126	525293	720.69	721.51
F1	N/A	228466.4	525785	714.96	715.32
F2	15	228454.9	525794.3	714.68	714.77

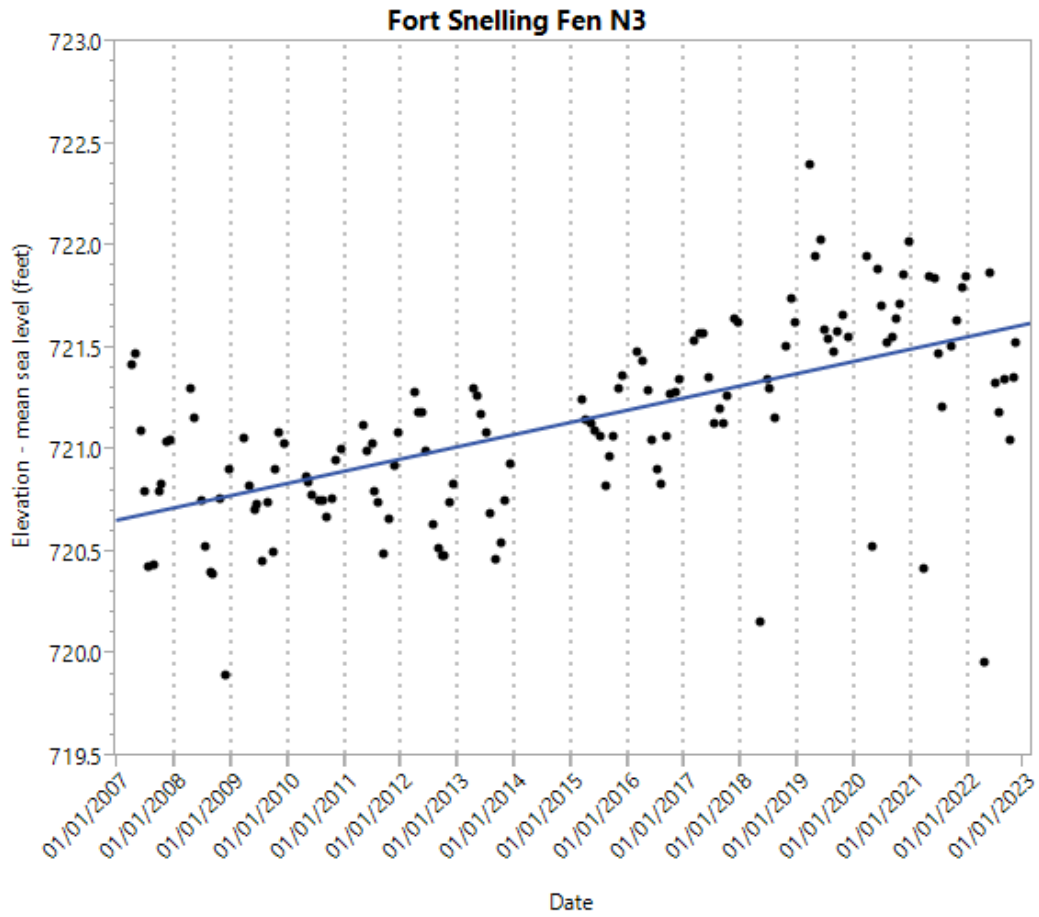
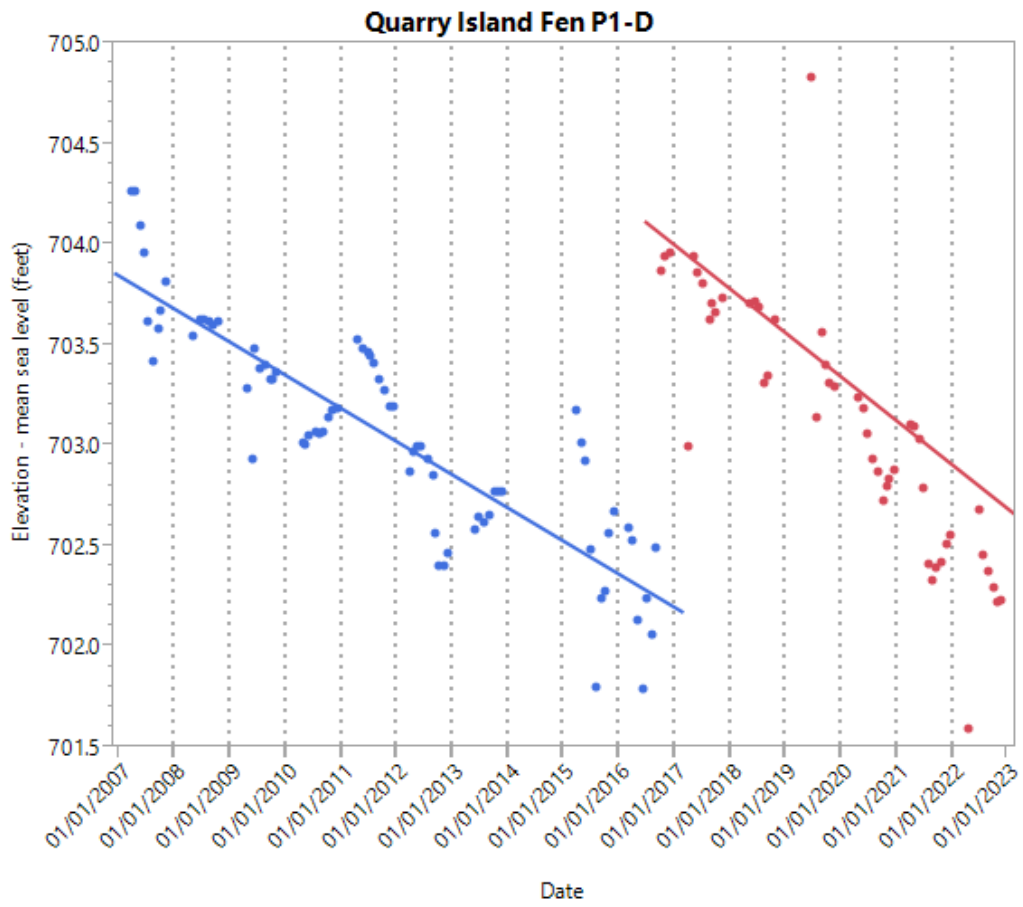
Appendix 3: Linear Regressions for Each Well Dataset

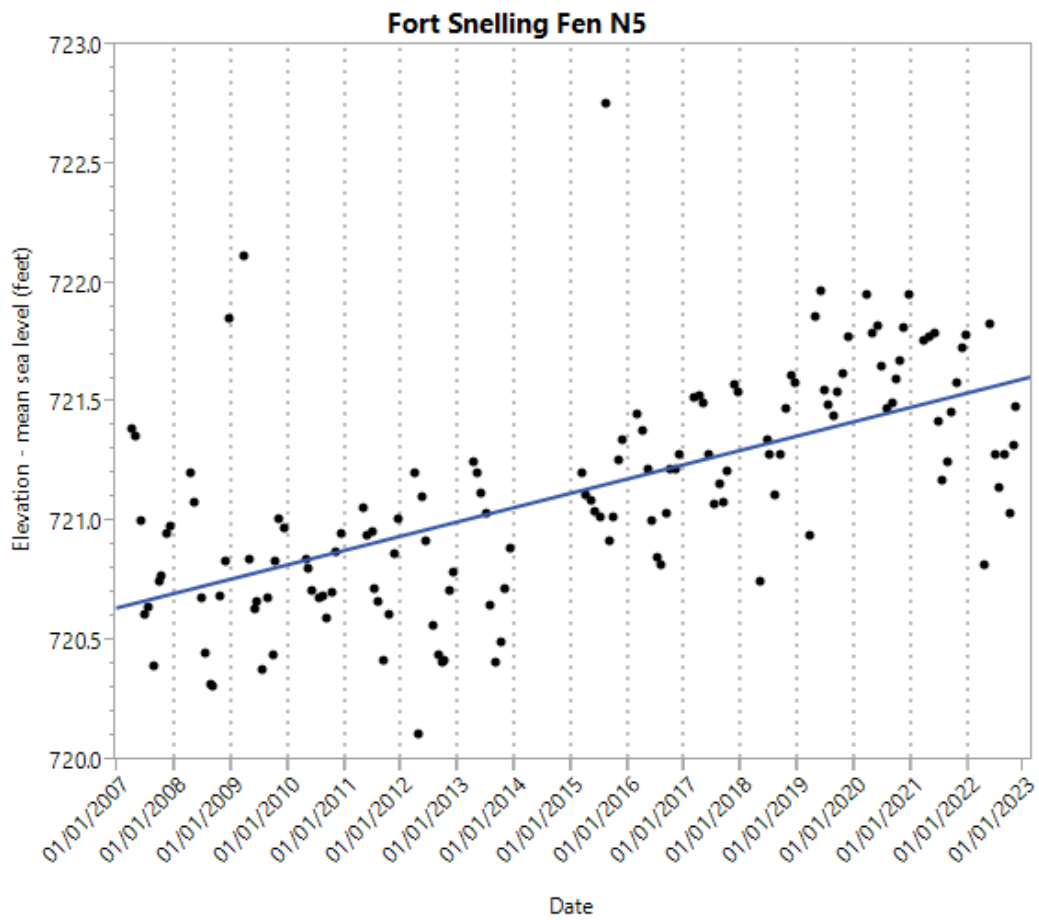
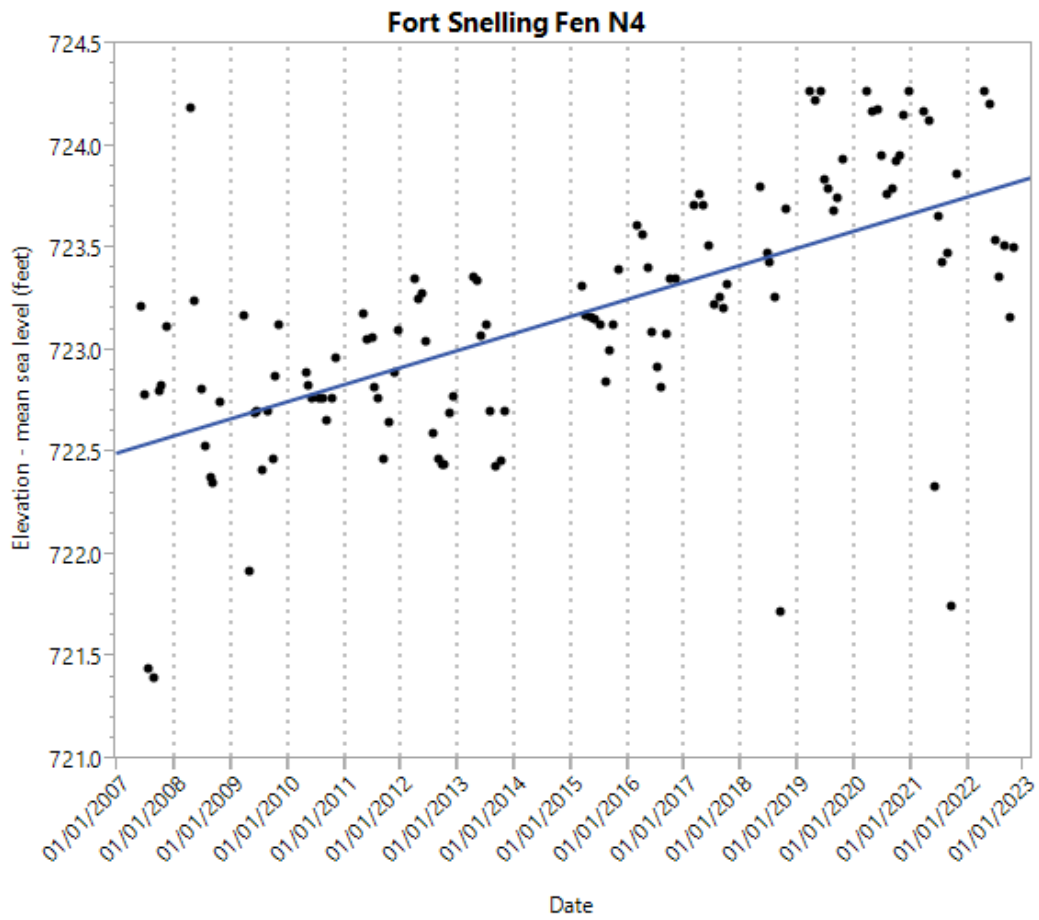
Linear regressions are included for each of the wells. As well elevations were resurveyed in the fall of 2016 for all but seven of the wells, updated linear regressions lines are shown for 2021. More data is needed to further determine trends in these wells.

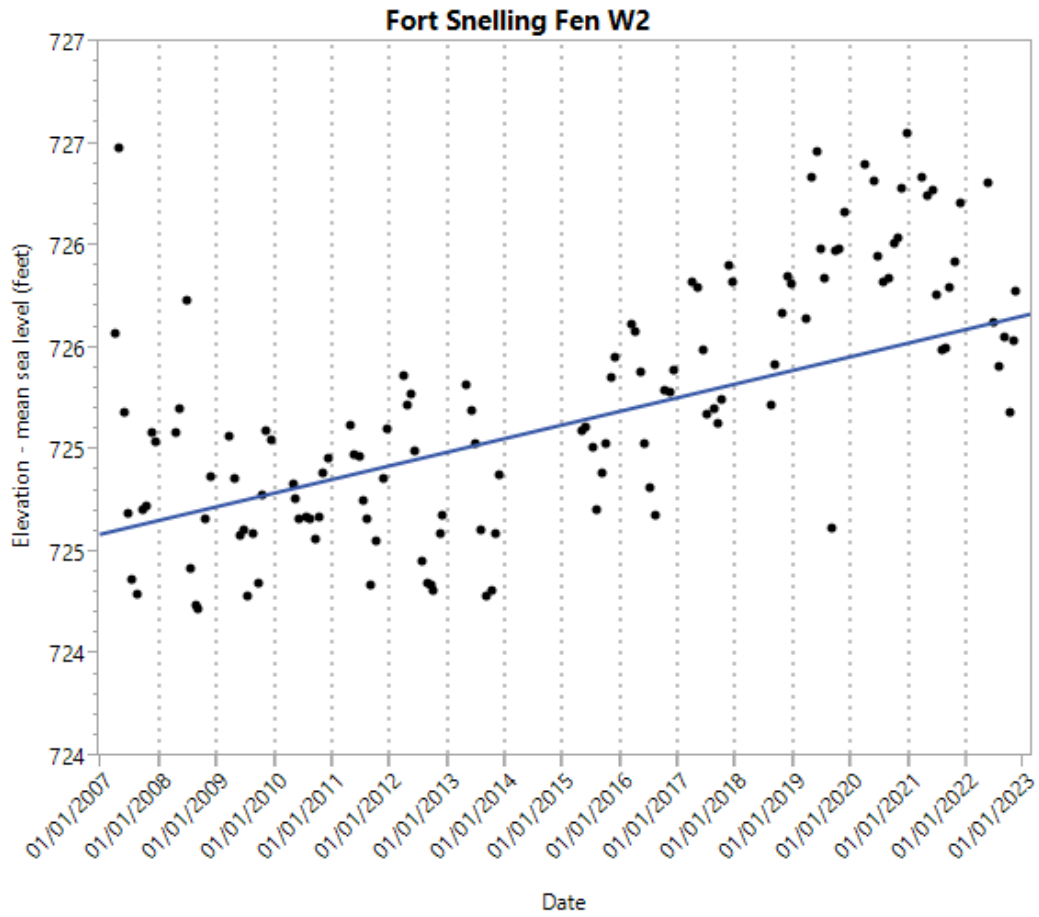
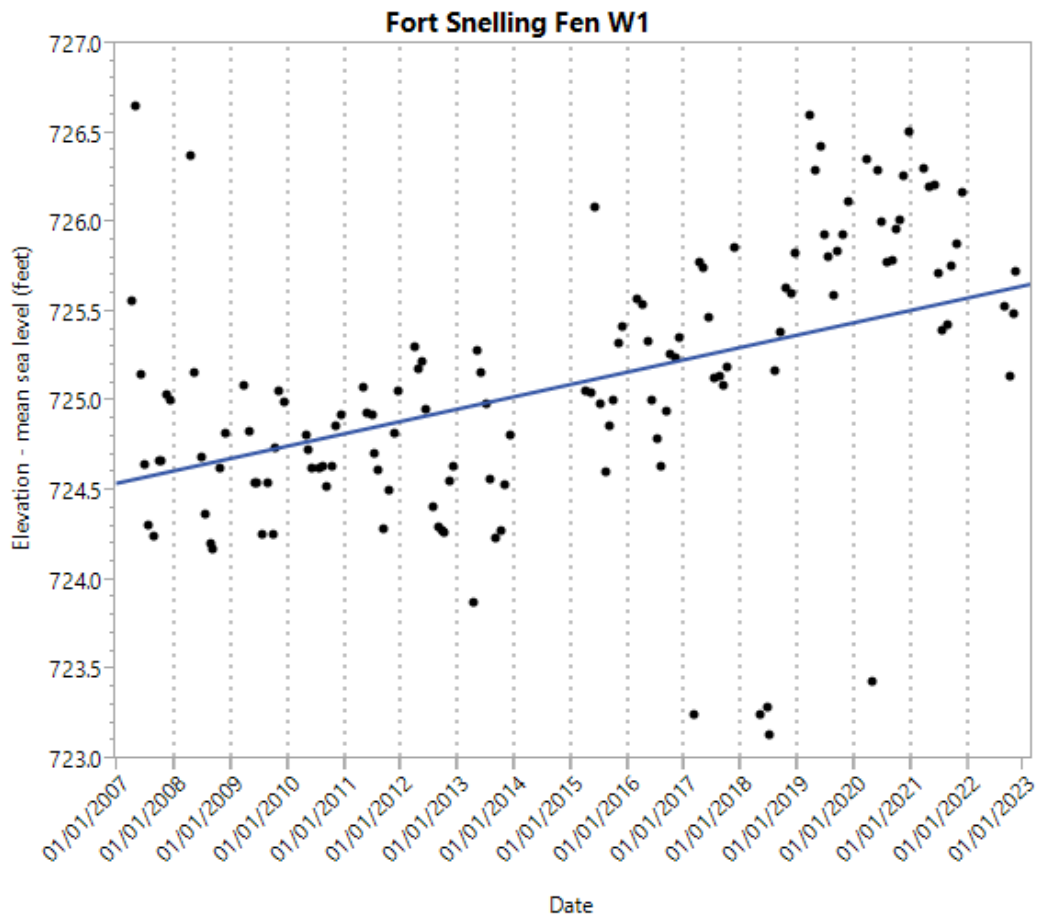
Two of the well nests in Fort Snelling Fen have more stable footing and were not resurveyed as part of the 2016 effort. Elevations at W1, W2, W3, W4, N3, N4, and N5 did not change in 2016, so there is a single linear regression on the graphs.

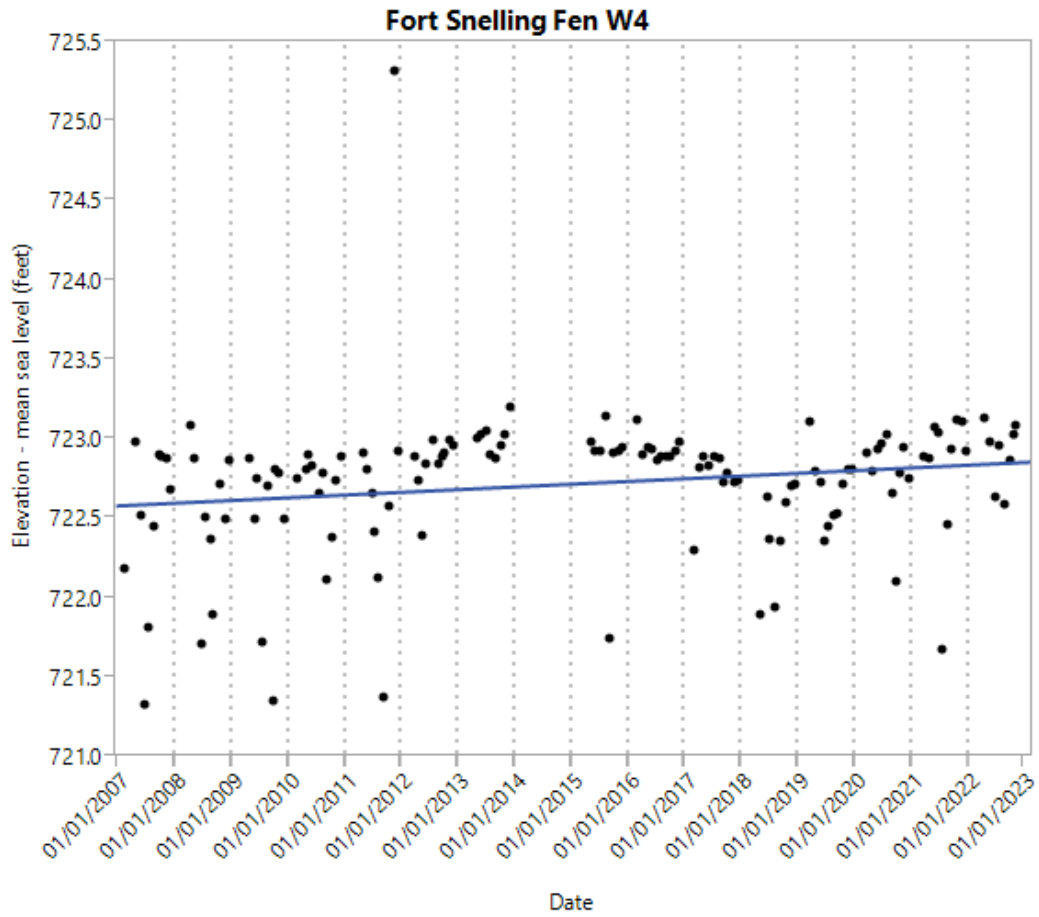
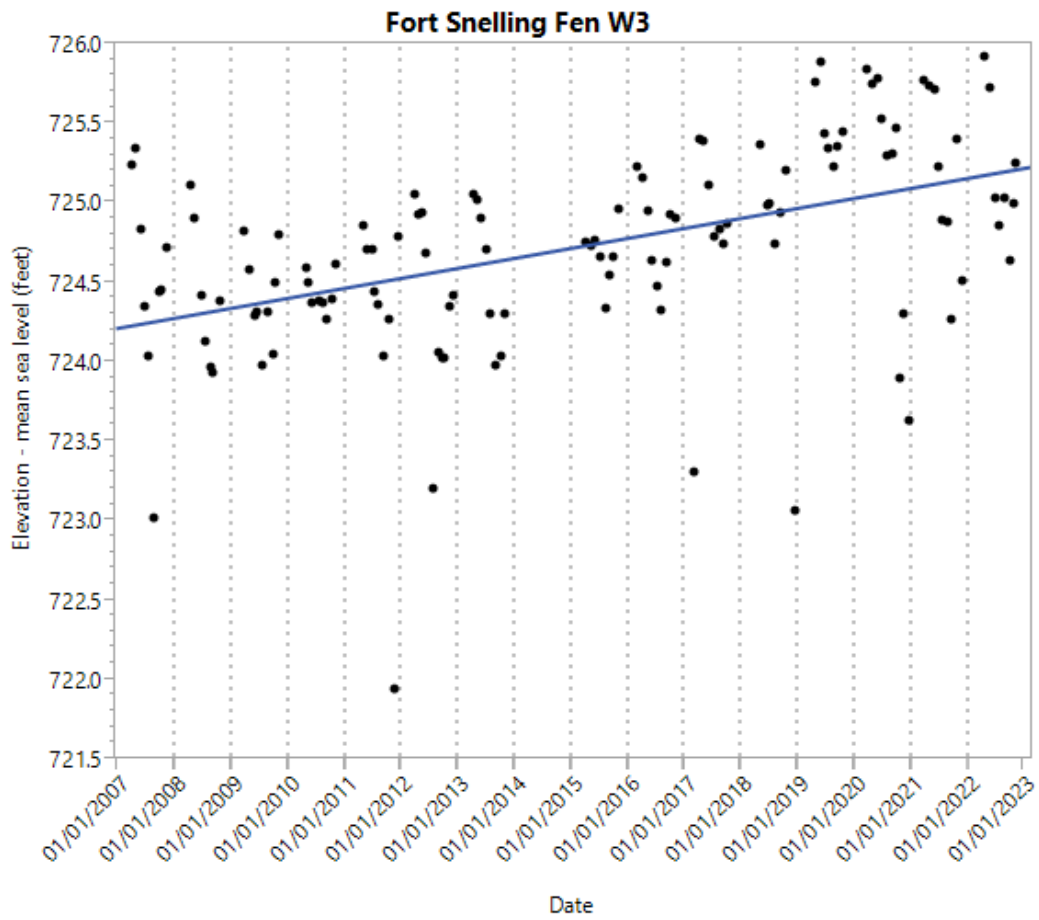
In cases where wells were overflowing, the top of the pipe elevation was recorded and is shown with a black dashed line. When the water in the well was frozen, no water level measurement was recorded.

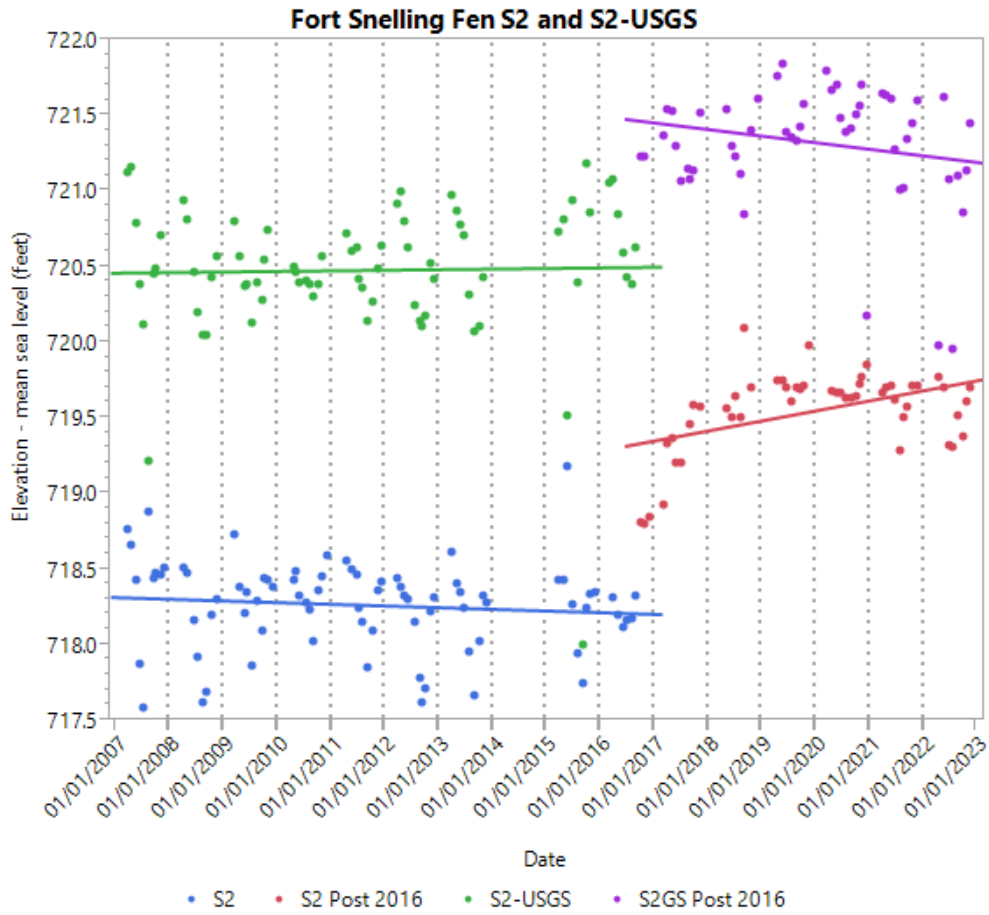
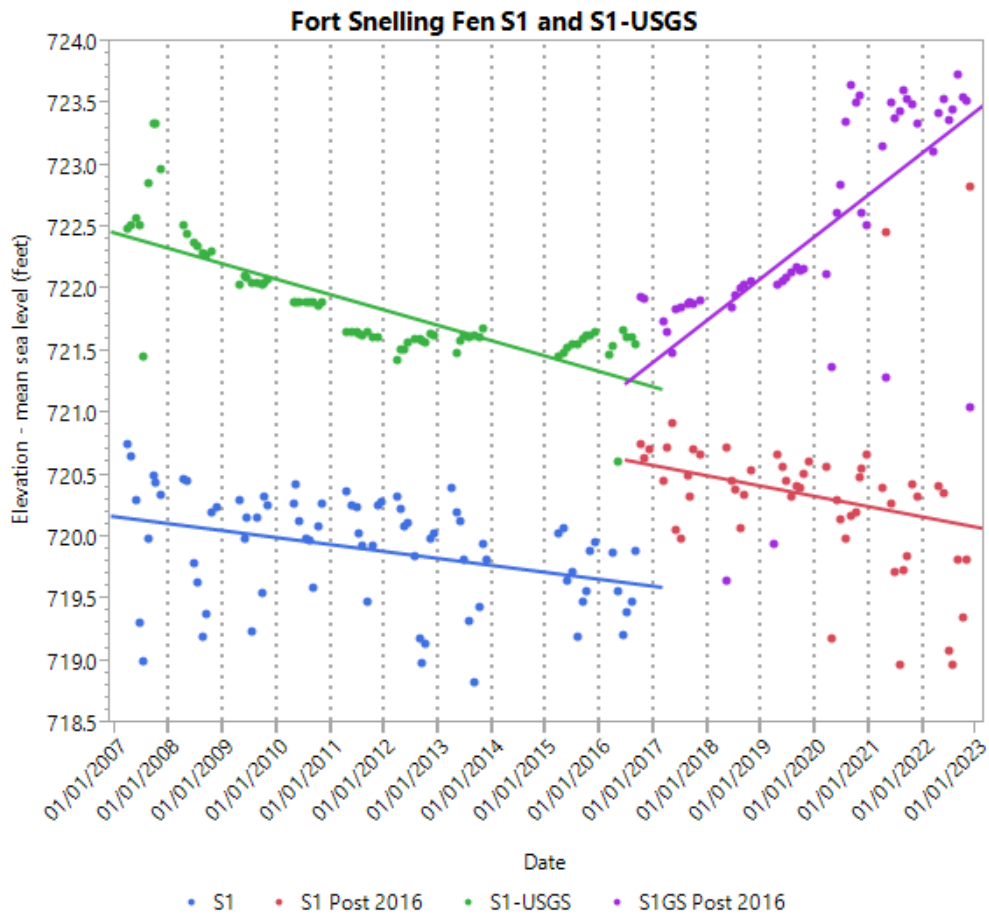


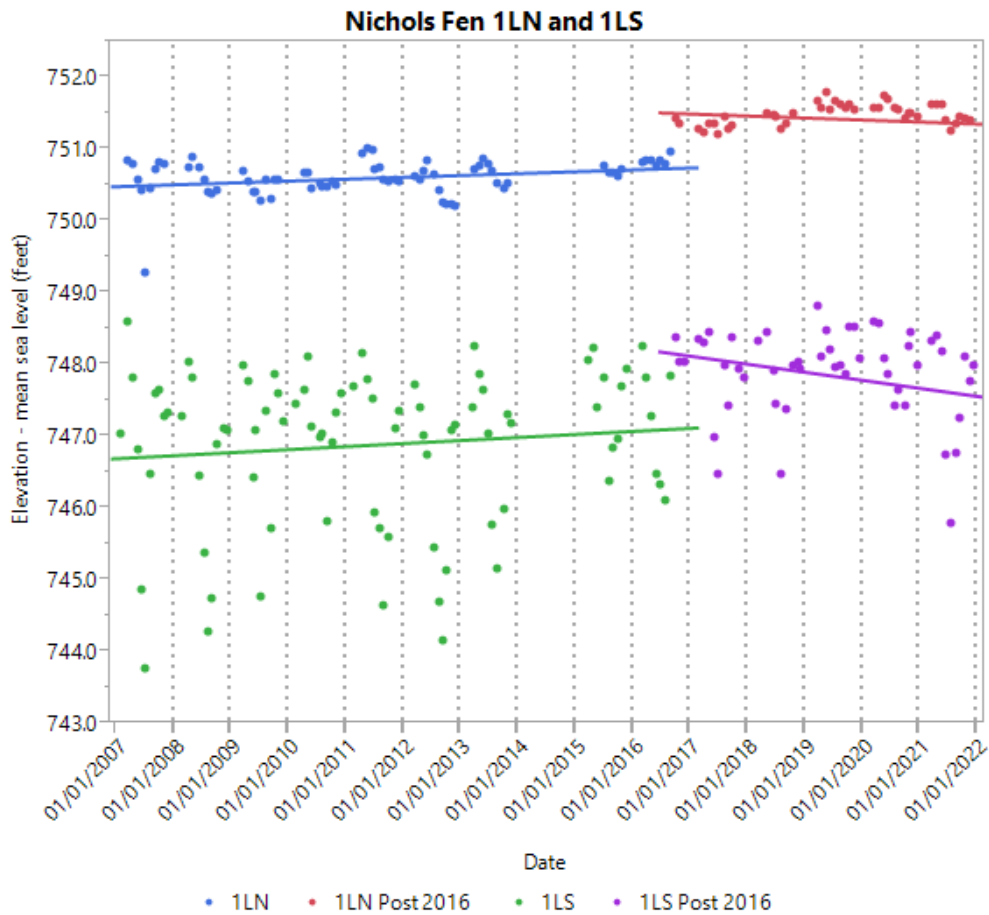
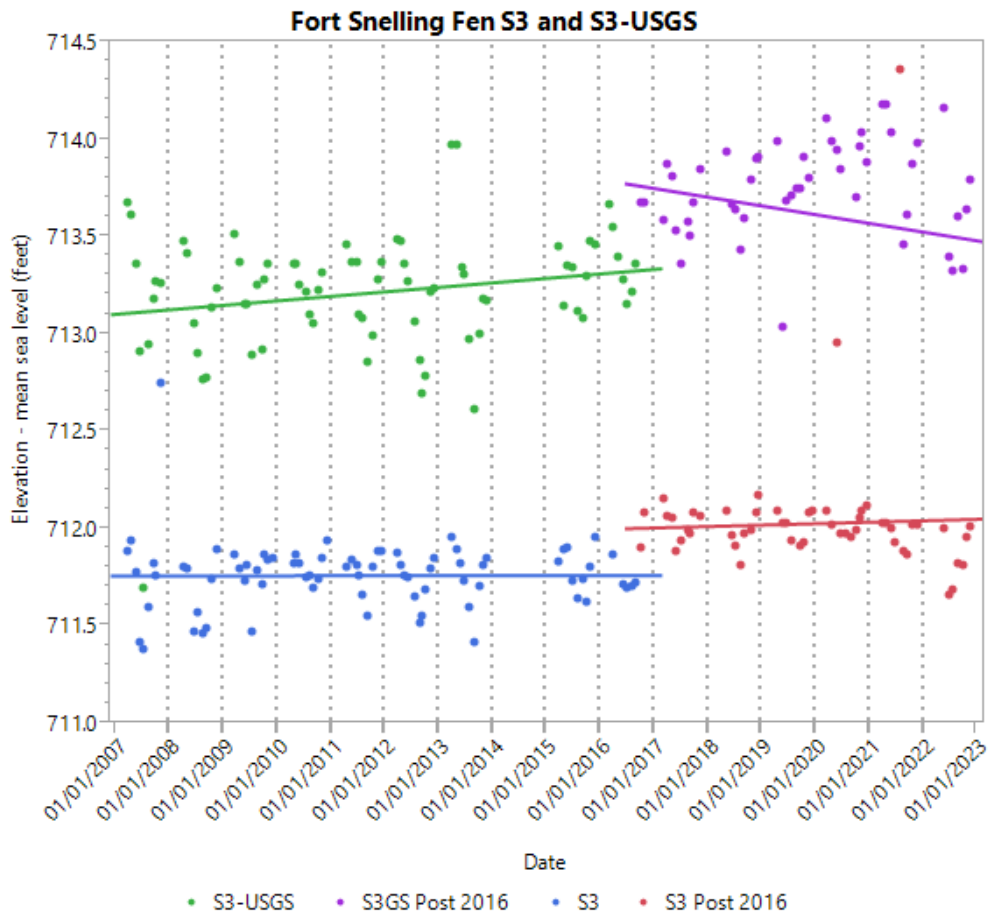


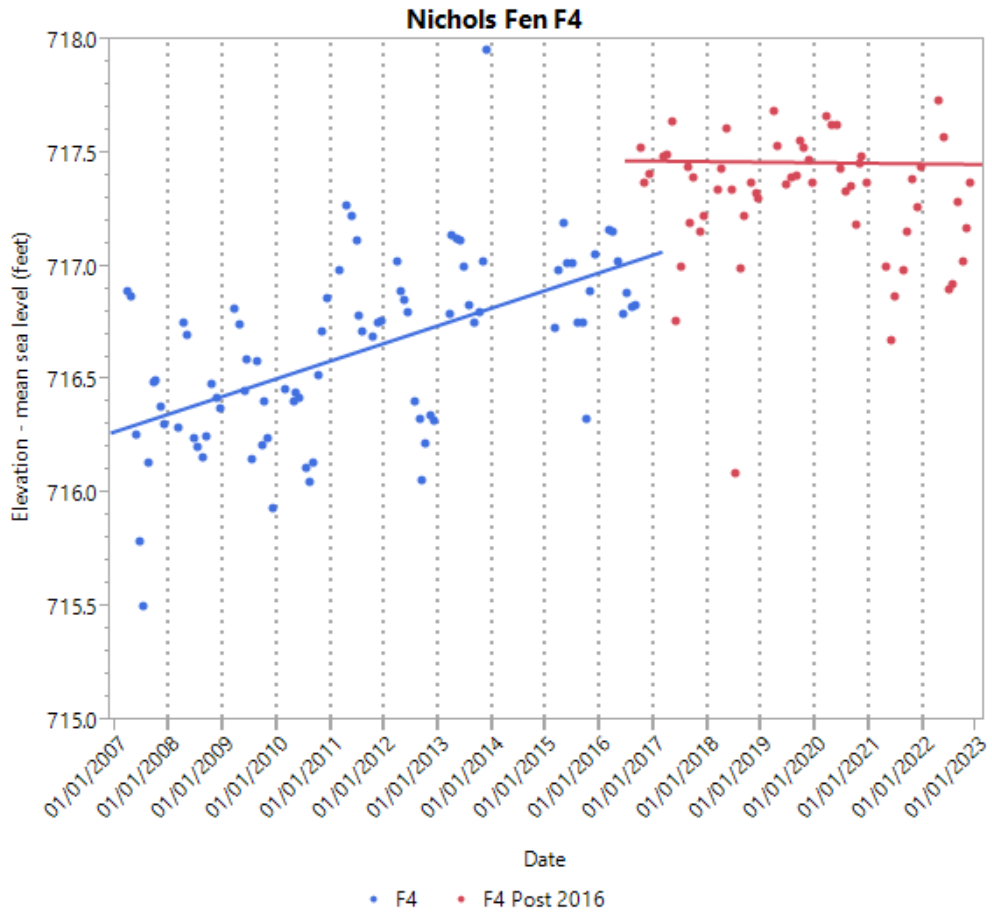
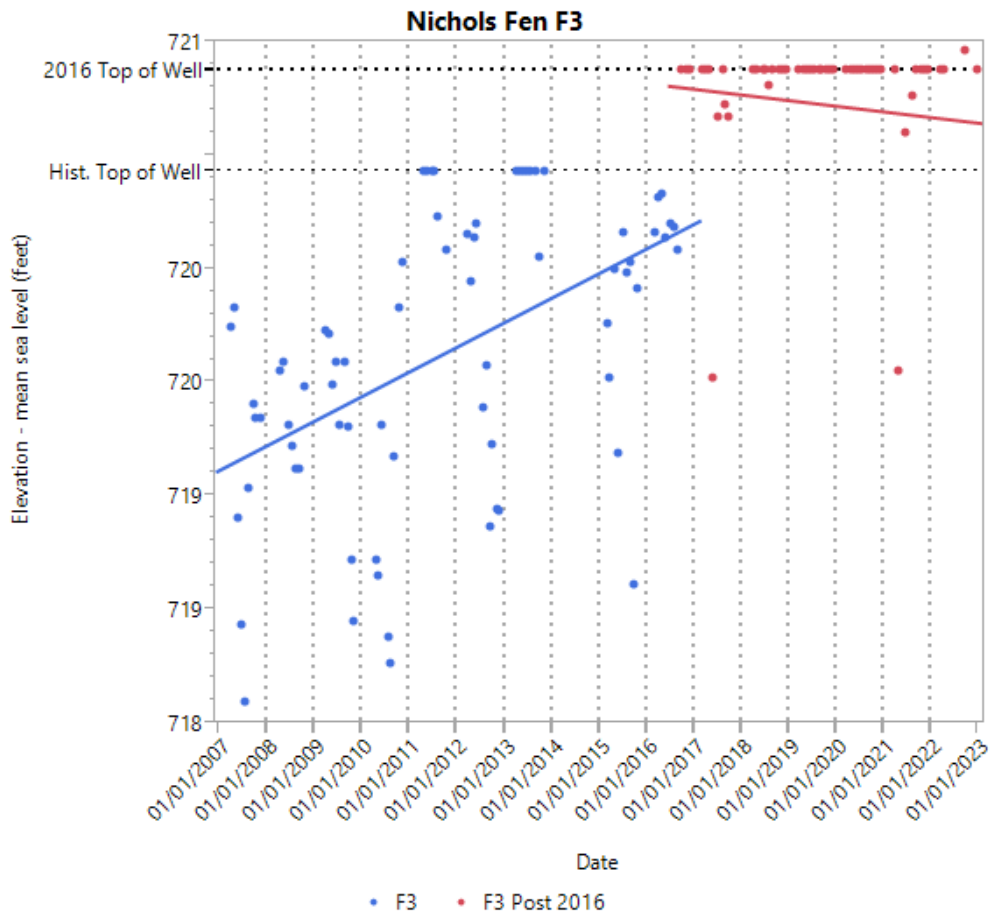


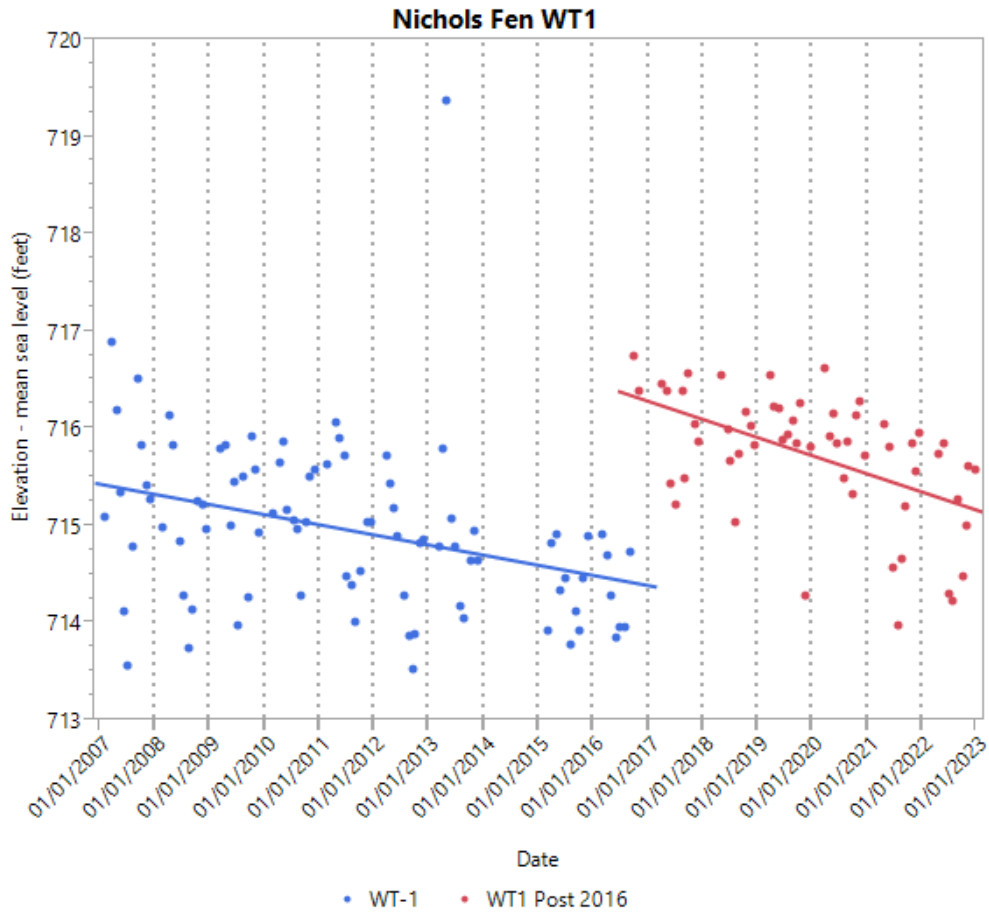
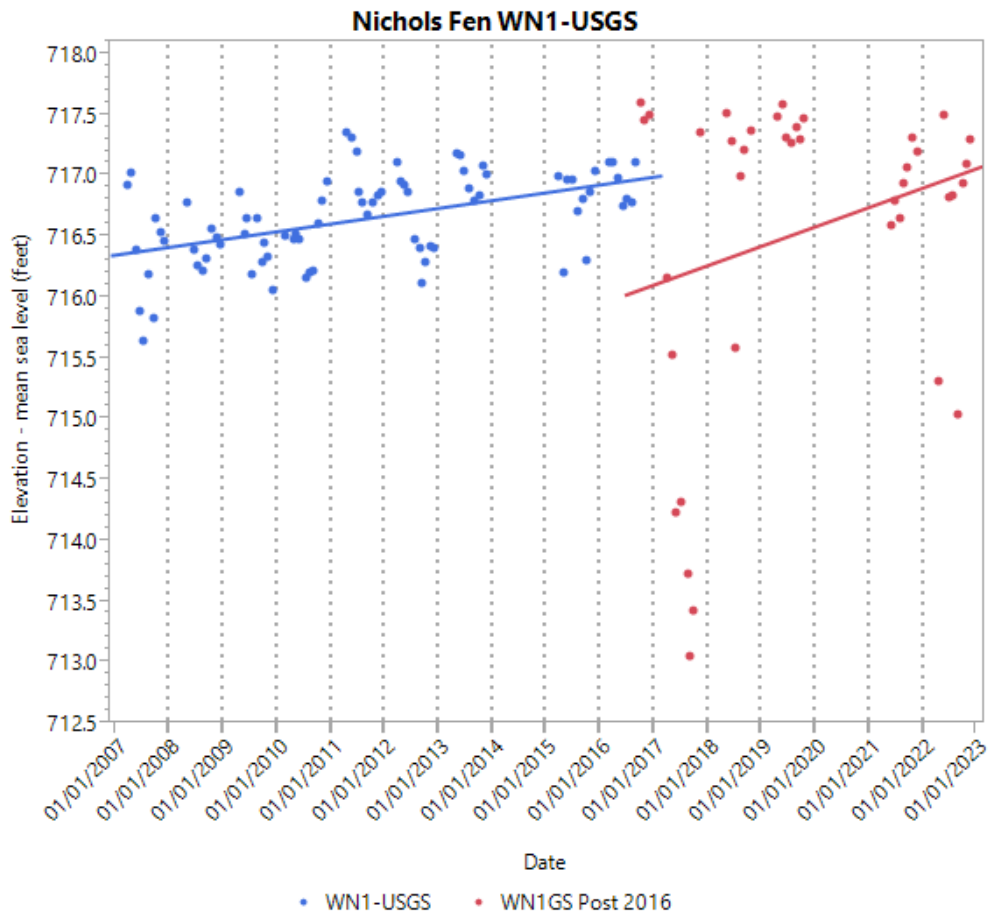


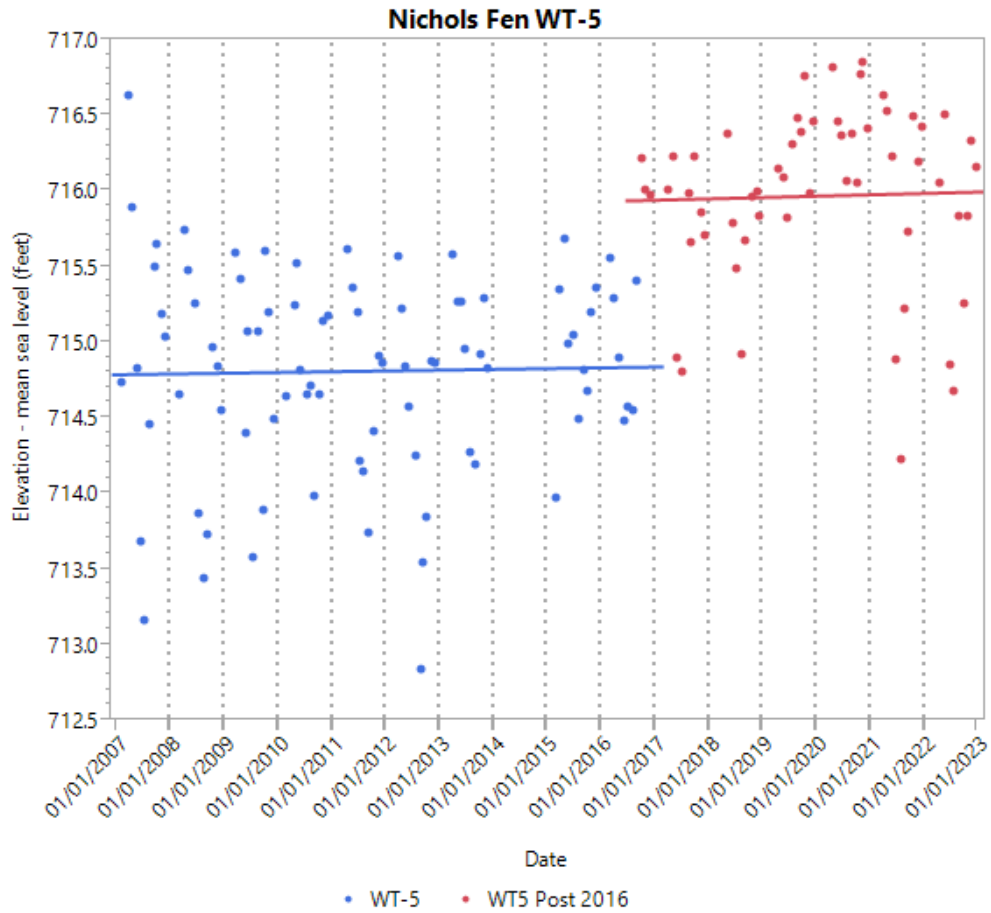
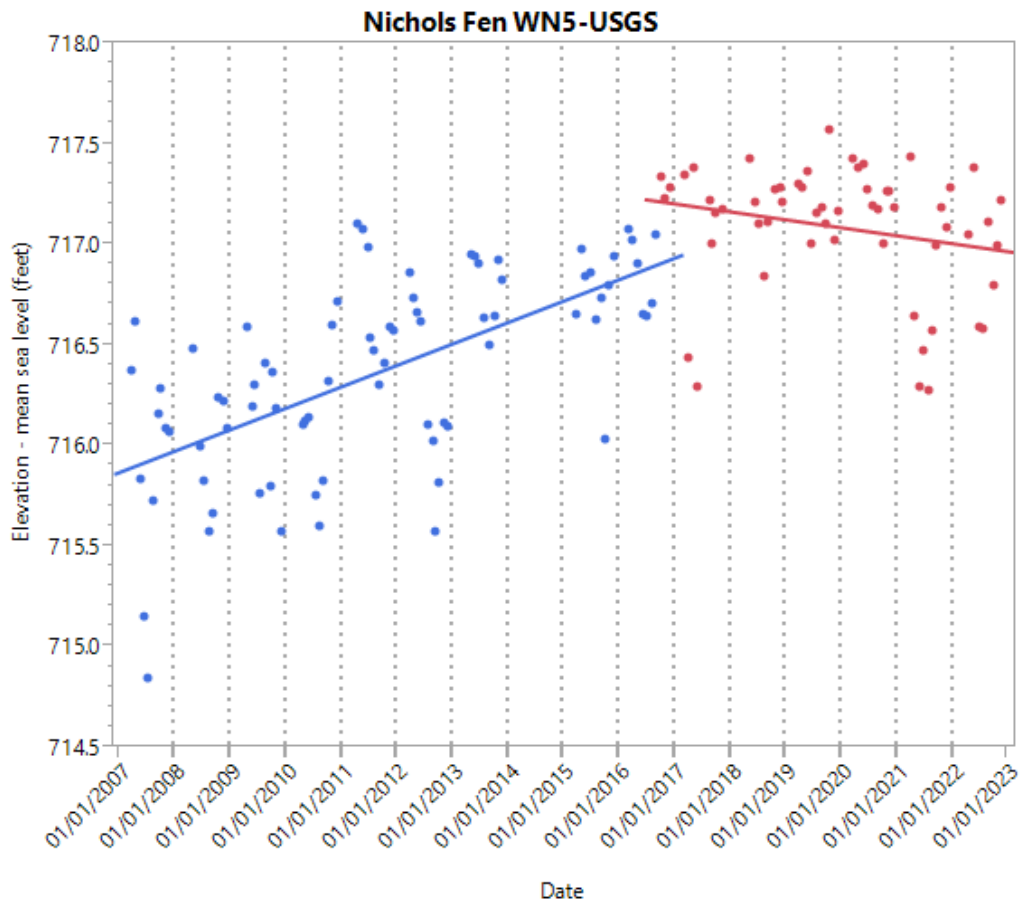


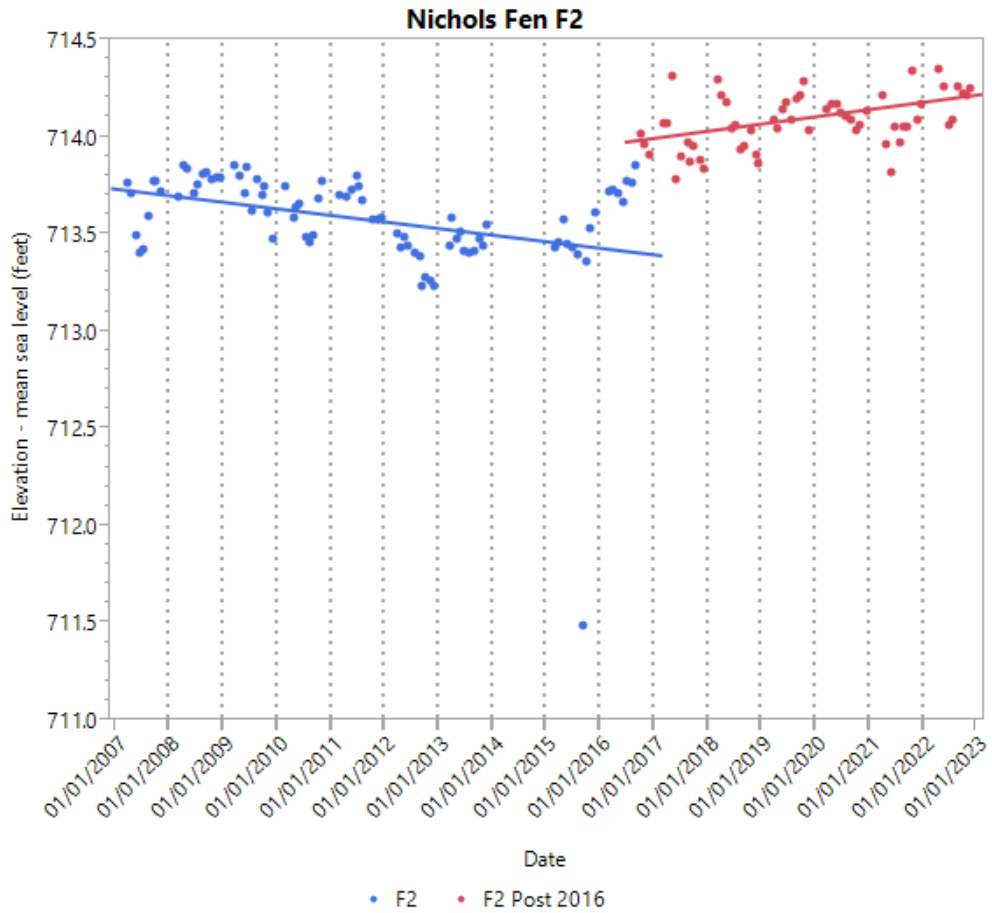
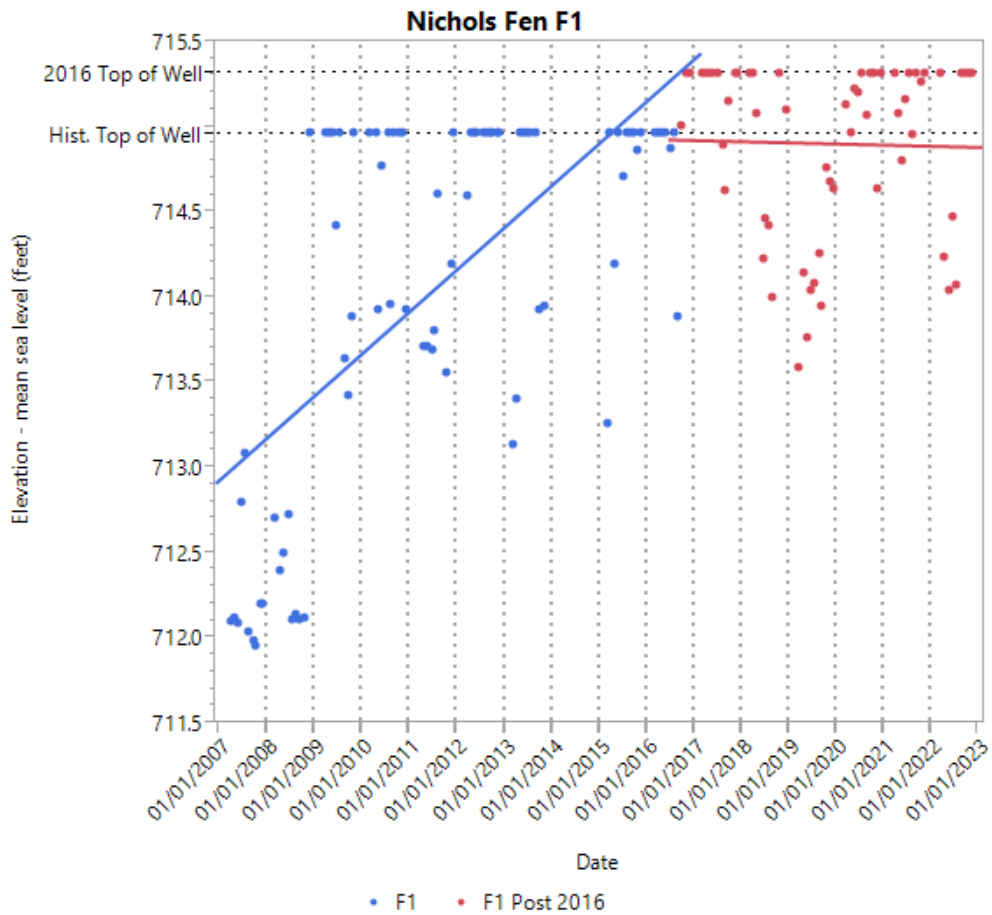


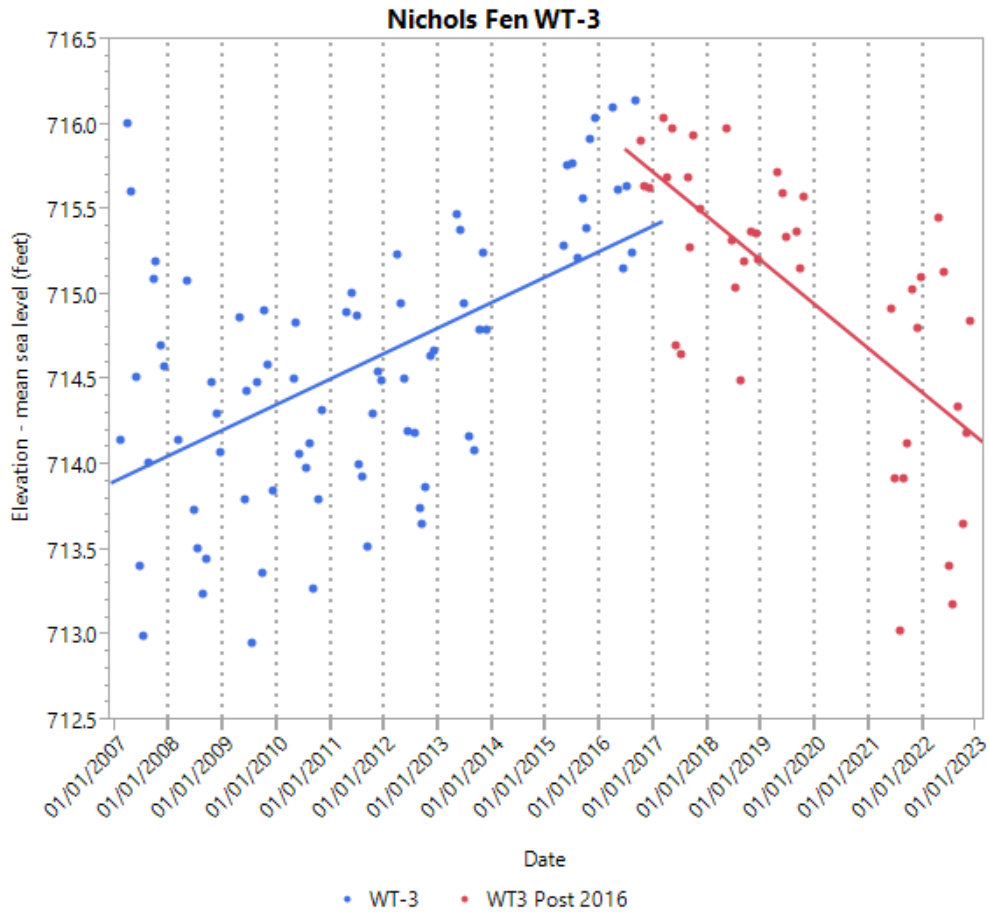
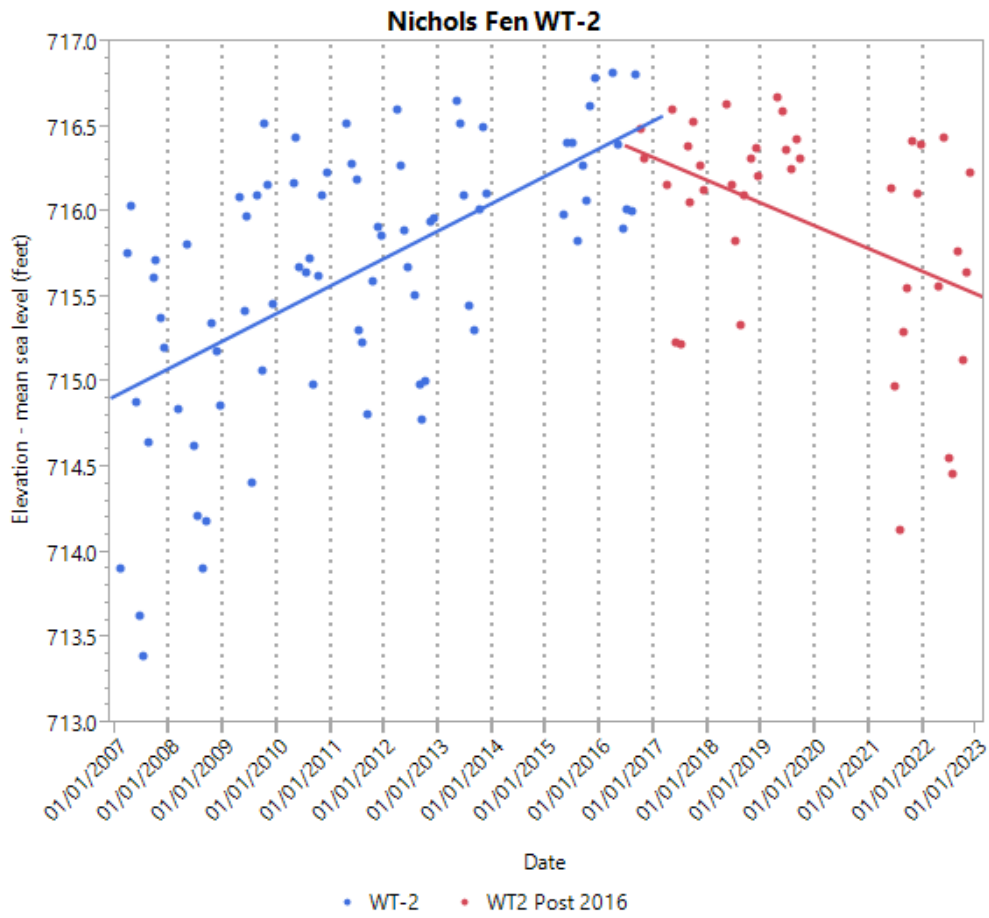




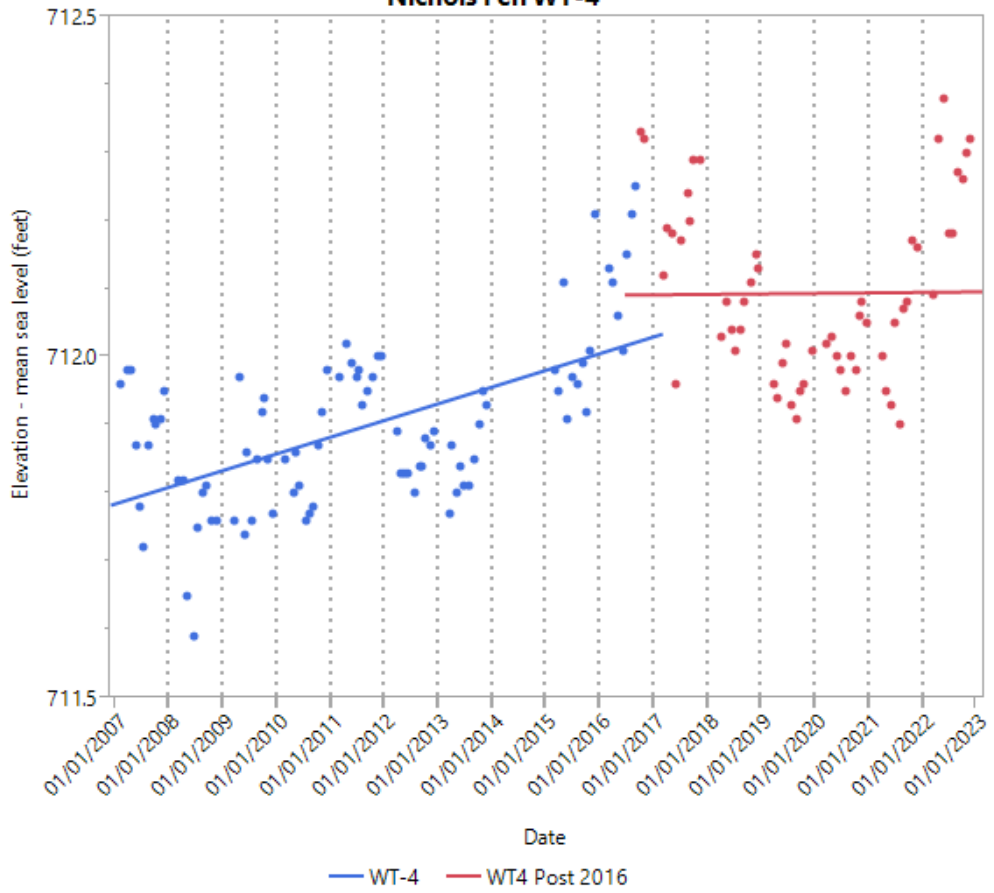








Nichols Fen WT-4





LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, April 19, 2023

Agenda Item

Item 6. A. – 2021 Financial Audit

Prepared By

Linda Loomis, Administrator

Summary

On Wednesday, March 29, 2023, the LMRWD met with Charles Amevo, of Global Portfolio Consulting, auditor for the LMRWD. Andy Hering of Redpath and Company, former auditor for the LMRWD and Christopher Knopik of Clifton Larson Allen (CLA), accountant for the LMRWD, also joined the meeting.

The Auditor has not issued a financial report for LMRWD FY 2021. He was having trouble reconciling the cash balances from 2020 with the 2021 balances and segregating LMRWD funds from the County's. Mr. Amevo said a draft of the 2021 Financial Audit Report will be ready April 15, 2023. He will send the report to the LMRWD and Mr. Knopik. An update to the Board will be shared at the April Board of Managers meeting.

On March 23, 2023, the LMRWD received communication from the Office of the State Auditor (OSA) that the 2021 financial audit has not been received. This information was shared with the auditor. The OSA was advised that the LMRWD is working to get the audit complete, but has not received the audit from the auditor retained to prepare the audit. The Board of Water & Soil Resources (BWSR) has been informed of the difficulties the LMRWD has had with the auditor. The OSA sent a second notice to the LMRWD advising that the 2021 reporting is past due. The OSA may declare that the LMRWD is not in compliance with reporting requirements, per MN Statute.

Lisa Frenette was advised of this situation, because this may impact the ability of the LMRWD to receive state funds. Ms. Frenette reached out to John Jaschke, Executive Director of BWSR. BWSR will administer any funds the LMRWD may receive from the State. Mr. Jaschke did not think this situation will impact the ability of the LMRWD to receive state funds since we have been actively working to get the audit report. CLA has agreed to review the audit report to make sure it has been completed properly.

Attachments

No attachments

Recommended Action

No action recommended – staff will advise the Board at the meeting.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 6. B. – 2027 World EXPO – “Healthy People, Healthy Planet – Wellness and Well Being for All”

Prepared By

Linda Loomis, Administrator

Summary

On March 31, 2023, I met with officials from the City of Bloomington to discuss the proposal for the 2027 World Fair.

Nothing has been finalized, the proposal was submitted to the world organization, the Bureau International des Expositions (BIE), headquartered in Paris, France. A previous proposal was not considered, because the proposal was not submitted by a member of the BIE. That oversight has been corrected and the current proposal has made it to the finals for consideration. The City is confident that it stands a good chance, because it has been over 20 years since an Expo was held in the western hemisphere.

There are four types of Expos, The Bloomington proposal is for a specialized Expo. The differences between the types of Expos have to do with the size of the site and the duration of the event. Bloomington has identified a site directly east of the Mall of America and a second site north of the Mall and adjacent to I-494 (the site of the old Thunderbird Motel)

If the Bloomington site is selected all negotiations will go through the United States Department of State. However, the City warned that they may not have control over what may happen on the site. All plans that currently exist are conceptual.

Here is a link to a website that shows the conceptual design. The light feature (below) in one of the pictures has already been excluded because of the proximity of the site to the airport.



Stormwater management for the site was discussed and well as long-term use of the site. The BIE will award the site in June 2023. It was decided to wait until there is an award to make a presentation to the LMRWD Board of Managers. Here is a link to more detailed information: <https://expo2027.us/expo-site/>



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, April 19, 2023

Agenda Item

Item 6. C. - Twin Cities Metro Watershed Management Organizations Chloride Management report

Prepared By

Linda Loomis, Administrator

Summary

At the March 15, 2023 meeting of the LMRWD Board of Managers meeting, the Board asked for information about how other water management organizations address Chlorides. Young Environmental Consulting Group researched other Metro-area Watersheds. A report on their findings is attached.

One note regarding the grant programs cited in the report; the grants programs were funded using Watershed Based implementation funding. The RPBCWD program was actually a joint program between the Hennepin County watershed management organizations located in the Minnesota River Watershed: Riley Purgatory Bluff Creek WD, Nine Mile Creek WD, LMRWD and the Richfield Bloomington WMO. These 4 watersheds pooled the funds received through the 2019 Metro-area Watershed Based Implementation Pilot Program. Scott County took a portion of the 2019 Metro-area WBI Pilot Program for Chloride reduction projects.

Attachments

Technical Memorandum - Twin Cities Metro Watershed Management Organization Chloride Management Research dated April 13, 2023

Recommended Action

Motion to direct staff to begin implementation of recommendations contained in Technical Memorandum

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Erica Bock, Water Resources Scientist
Della Schall Young, CPESC, PMP

Date: April 13, 2023

Re: Twin Cities Metro Watershed Management Organizations Chloride
Management Research

During the March 2023 board meeting, the managers asked Young Environmental to complete a desktop review of metro watershed management organizations (WMOs) to determine their chloride management strategies. The following presents our methods, findings, and recommendations.

Method/Approach

Young Environmental researched the websites of 33 WMOs, seeking responses to the following questions:

- Do the organization's rules currently include a chloride management policy?
- Does the organization offer winter maintenance or salting guidance?
- Does the organization offer chloride management grants or programs to residents or businesses within its jurisdiction?

Attachment 1 shows the responses to those questions, which we summarize in the next sections.

Chloride Management Policy

Riley Purgatory Bluff Creek Watershed District (RPBCWD), Nine Mile Creek Watershed District (NMCWD), and Valley Branch Watershed District (VBWD) were the only three researched WMOs with a chloride management policy incorporated in their rules. These WMOs include the same chloride management policy language in their stormwater management rules. The policy requires applicants triggering the stormwater management rule to develop a chloride management plan, including a requirement for

winter maintenance personnel, to be a Minnesota Pollution Control Agency (MPCA)–certified salt applicator. The certification requires individuals to complete MPCA-facilitated online and in-person Smart Salting training to help improve operators’ understanding of best management practices (BMPs) to reduce their overuse of chloride while keeping roads, parking lots, and sidewalks safe. RPBCWD and NMCWD include chloride management plan templates on their website for applicants.

The MPCA has developed the following chloride reduction permitting language:

An applicant for a permit under this rule for land-disturbing activity on property other than a single-family home must provide a plan for post-project management of chloride use on the site that includes at a minimum:

- Designation of an individual authorized to implement the chloride plan; and
- Designation of an MPCA-certified salt applicator engaged in the implementation of the chloride plan for the site. (MPCA 2019).

Grants, Guidance, and Programs

Guidance: Thirteen WMOs, as shown in Attachment 1, provide smart salting guidance or salting recommendation pages on their website. The pages describe the problem surrounding overapplication of chloride and chloride pollution and offer responses to frequently asked questions (or FAQs) and resources on what residents and businesses can do to address the problem.

Grants: The MPCA and other WMOs have offered grant funding that can be used to help reduce chloride pollution. The goals of the grant programs are to help communities work with residents, businesses, institutions, or industries to reduce salt use and mitigate impacts to local water resources. RPBCWD’s cost-share grant program for chloride reduction or prevention projects, which ended in October 2022, offered up to \$20,000 and covered up to 75% of the proposed projects. Applicants were required to be Smart Salting–certified. Previously, Prior Lake-Spring Lake Watershed District partnered with Scott Soil and Water Conservation District to offer up to \$3,000 for new winter maintenance supplies. NMCWD and RPBCWD are currently offering stewardship grants, which can include chloride reduction projects.

Programs: The Izaak Walton League of America offers a [Winter Salt Watch program](#) to Minnesota residents. Communities can partner with the organization to bring the program to their area. Participants can request a free kit that contains four test strips, a chart to interpret results, and a postcard with instructions for completing a Salt Watch test and reporting the findings. This helps participants determine whether salt pollution is a problem in local streams, lakes, and wetlands. NMCWD and Coon Creek Watershed District currently participate in this program.

Discussion

Chloride pollution is a rising concern across Minnesota, and the MPCA's water monitoring shows that salt concentrations are increasing in lakes, streams, and groundwater around the state (MPCA 2023). Chloride toxicity is a suspected stressor to aquatic life. Fifty lakes and streams have chloride levels too high to meet the state standard designed to protect fish and other aquatic life. Two of the impaired bodies of water travel through the Lower Minnesota River Watershed District (LMRWD) and drain into the Minnesota River: Nine Mile Creek and the Credit River. Bluff Creek, Rice Marsh Lake and Fish Lake, all in the LMRWD, are considered high risk or near the standard according to the MPCA map of chloride-assessed waters.

Recommendation

As indicated, three water resources within LMRWD are at risk of chloride pollution. Although no specific evidence currently exists for other resources, primarily because we are not sampling for it, LMRWD should consider incorporating chloride education and other mitigation measures into its operations. We recommend the following phased approach to chloride management within the LMRWD:

- Phase 1: LMRWD introduces chloride uses, effects, and management strategies through a dedicated page on the LMRWD website. LMRWD can continue to advertise MPCA Smart Salting training and provide BMPs for individuals and commercial chloride management. The intention is that the campaign would reduce chloride use within the LMRWD without changes to the rules.
- Phase 2: Monitor specific water bodies and natural resources for chloride pollution risk, beginning with the already identified Bluff Creek, Rice Marsh Lake, and Fish Creek as well as the water bodies that the MPCA has not monitored. Monitoring would determine if there are specific bodies of water or watersheds that could be targeted to reduce chloride use. The intention is that once the high-risk resources are identified, chloride management plans could be implemented.
- Phase 3: In watersheds draining to current high-risk resources, begin requiring a Chloride Management Plan for projects triggering the stormwater management rule. These drainage areas would be posted on the website so that potential permittees would know if their project is in the high-risk watershed. The intention is to decrease chloride use for projects in high-risk watersheds and promote BMPs.
- Phase 4: Adopt a chloride management policy within Rule D—Stormwater Management, like the policies that NMCWD, VBWD, and RPBCWD adopted. This policy would require applicants to have a designated

individual as a point of contact for any questions regarding winter maintenance on-site, including chloride application, and have a designated MPCA-certified salt applicator. The intention is that this requirement would lead to decreased chloride use and knowledgeable applications of chloride within LMRWD.

Attachments

Attachment 1—Twin Cities Metropolitan Area Water Management Organization Chloride Policy Research

References

- Minnesota Pollution Control Agency (MPCA). "Statewide Chloride Resources." MPCA. July 18, 2019. <https://www.pca.state.mn.us/business-with-us/statewide-chloride-resources>.
- . "Water Pollutant, Chloride." MPCA. 2023. <https://www.pca.state.mn.us/pollutants-and-contaminants/chloride>.

Attachment 1—Twin Cities Metropolitan Area Water Management Organization Chloride Management Research

WD/WMO	Does it have a chloride management policy?	Does it currently offer guidance/grants/programs?	Link to Supporting Information
Basset Creek Watershed Management Commission	No	Yes—Guidance	Guidance: Winter Maintenance
Black Dog Watershed Management Organization	No	No	
Brown’s Creek Watershed District	No	No	
Capitol Region Watershed District	No	Yes—Guidance	Guidance: 6 Actions to Take at Home
Carnelian-Marine-St. Croix Watershed District	No	No	
Carver County Water Management Organization	No	Yes—Guidance and Monitoring Program	Program: 2020 Monitoring Program
			Guidance: Safe Sidewalks and Clean Lakes

WD/WMO	Does it have a chloride management policy?	Does it currently offer guidance/grants/programs?	Link to Supporting Information
Comfort Lake-Forest Lake Watershed District	No	No	
Coon Creek Watershed District	No	Yes—Guidance and Program	Program: Salt Watch Guidance: Stormwater 101
Eagan-Inver Grove Heights Watershed Management Organization	No	No	
Elm Creek Watershed Management Commission	No	No	
Lower Minnesota River Watershed District	No	No	
Lower Mississippi River Watershed Management Organization	No	No	
Lower Rum River Watershed Management Organization	No	No	
Middle St. Croix Watershed	No	No	

WD/WMO	Does it have a chloride management policy?	Does it currently offer guidance/grants/programs?	Link to Supporting Information
Management Organization			
Minnehaha Creek Watershed District	No	No	
Mississippi Watershed Management Organization	No	Yes—Guidance	Guidance: Snow and Ice Removal
Nine Mile Creek Watershed District	Yes	Yes—Guidance, Grant, Program	Guidance: 4.3.3 Chloride Management Chloride Management Plan Guidance
			Grant: Stewardship Grant Applications
			Program: Salt Watch
			Policy: 4.3.4 Chloride Management
North Cannon Watershed Management Organization	No	No	
Pioneer-Sarah Creek Watershed Management Commission	No	No	
Prior Lake-Spring Lake Watershed District	No	No	
Ramsey Washington Metro Watershed	No	Yes—Guidance	Guidance: Smart Salting for Clean Water

WD/WMO	Does it have a chloride management policy?	Does it currently offer guidance/grants/ programs?	Link to Supporting Information
District			
Rice Creek Watershed District	No	Yes—Guidance	Guidance: Winter Maintenance for Cities and Businesses
Richfield-Bloomington Watershed Management Organization	No	No	
Riley Purgatory Bluff Creek Watershed District	Yes	Yes—Guidance and Grant	Guidance: Salt Pollution
			Grant: Stewardship Grants
			Policy: Rule J, Section 3.8 Chloride Management
Scott County Soil and Water Conservation District	No	Yes—Guidance	Guidance: Chloride Pollutant Page
Shingle Creek and West Mississippi Watershed Management Commission	No	Yes—Guidance	Guidance: Smart Salting
South Washington Watershed District	No	No	

WD/WMO	Does it have a chloride management policy?	Does it currently offer guidance/grants/programs?	Link to Supporting Information
Sunrise River Watershed Management Organization	No	No	
Upper Rum River Watershed Management Organization	No	No	
Vadnais Lake Area Watershed Management Organization	No	Yes—Guidance	Guidance: Smart Salting for Water Quality
Valley Branch Watershed District	Yes	No	Policy: Rule 2, Standard 18
Vermillion River Watershed Joint Powers Organization	No	Yes—Guidance	Guidance: Preserve Fresh Water, Salt Smart



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 6. D. – City of Carver Levee

Prepared By

Linda Loomis, Administrator

Summary

The City of Carver Levee has been included in the State's capital improvement bill for \$6 million under the State's Flood Hazard Mitigation Program.

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, April 19, 2023

Agenda Item

Item 6. E. – Dredge Management

Prepared By

Linda Loomis, Administrator

Summary

On Thursday April 13, 2023, LMRWD Administrator, Young Environmental Consulting Group, Bolton & Menk and ISG met to discuss the project at the Vernon Avenue Dredge site. Permission from Union Pacific Railroad will be necessary to proceed with the project. RailPro has sent the LMRWD a Quote for Contractor in Charge Services to execute. The agreement is with legal counsel for review.

LMRWD staff are asking the Board to authorize execution of the agreement subject to review by legal counsel.

Work will be scheduled around anticipated flooding, TH 13 construction, private dredge material removal and a fiber optic line replacement project that is scheduled for this summer. The city has been notified of the project, but a meeting will be scheduled between the LMRWD, its consultants and the City of Savage to discuss the project in detail.

Attachments

Quote for Contractor in Charge Services from RailPro, Billing and Project Information

Recommended Action

Motion to authorize execution of Quot

4/11/2023

Linda Loomis, District Administrator
Lower Minnesota River Watershed District
763-545-4659
admin@lowermnrivewd.org

Subject: **Quote for Contractor in Charge Services**

Dear Linda Loomis,

Thank you for contacting RailPros to provide a qualified Contractor in Charge. RailPros provides associates with extensive railroad experience, all qualified in GCOR, Maintenance-of-Way, and On-track safety. All our Contractors in Charge are dedicated to safety on the jobsite and have an acute understanding of railroad rules.

RailPros charges a daily rate which includes an 8-hour on-site workday, mobilization, and Per Diem costs. Our services are billed for the Contractor in Charge's (CIC's) time on site, to include any time setting up and taking down track protection, if applicable. Any time beyond the CIC's 8 hours will be charged at an hourly overtime rate.

The rates for our services are as follows for work performed on, over or under Union Pacific ROW:

Standard Workday:	
Standard 8-hour day	\$1,018.00
Overtime rate per hour after 8 hours	\$135.00
Nights, Weekends, and Holidays:	
Standard 8-hour day	\$1,285.00
Overtime rate per hour after 8 hours	\$154.00

In the event of cancellation, if RailPros Management is given less than 24 hours' notice, it is considered a billable day. Cancellations must be made in writing to UP.Info@RailPros.com.

This quote is based on RailPros standard labor rates and does not take into any account prevailing wage requirements. If prevailing wages are applicable for this project, RailPros will re-quote based on the prevailing wage requirements.

Invoices are submitted upon completion of the job or at month's end. On-going jobs are billed on a monthly basis. Payments of invoices are due upon receipt. Invoices are subject to a 1.5% fee for every 30 days the payment is delinquent. Please contact RailPros at 877-315-0513 or UP.Info@railpros.com for more information.

The quoted rates are valid for 30 days and is subject to the Services Agreement (SA).

RailPros (SOW) Scope of Work

RailPros agrees to provide flagging and other staff support services to client or its contractors (the "Services") at the dates, locations and times requested by client. The Services will be provided pursuant to the terms and conditions in the Agreement. RailPros will require employees and any subcontractors and agents involved in the providing such Services to comply with the applicable terms of this Agreement in providing such Services. RailPros warrants that (i) Services will be provided in a workmanlike manner, (ii) RailPros Personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Agreement. The Services will be provided in compliance with all governmental laws, regulations, and rules, and in accordance with Maintenance of Way and Signal Department On-Track-Safety Roadway Worker Rules and the Company's Operating Rules. A Scope of Services/Service Quote shall be prepared for each site at which the Services are to be performed, and it shall become apart of this Agreement when authorized in writing by each party's authorized representative. The Scope of Services will set forth, at a minimum, the cost, location, dates, times and expected number of personnel required for each job site.

RailPros Field Services, Inc.

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between RailPros Field Services, Inc. (“RailPros”) and the entity or individual (“Customer”) described in the Scope of Work/Customer Information Request. The SOW is expressly incorporated herein by reference for all purposes. The SOW also provides RailPros’ charges for services requested. This Agreement shall become effective upon the earlier of the Customer’s executing this agreement or RailPros’ reasonably undertaking to perform services requested by the Customer (the “Effective Date”).

WHEREAS Customer desires to retain RailPros to provide certain services described and set forth in further detail in the SOW (the “Services”); and

WHEREAS, RailPros has the capability and capacity to provide the Services and—subject to the terms and conditions set forth herein—is willing to perform such Services; and

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RailPros and Customer (hereinafter, collectively, the “Parties,” or each, individually, a “Party”) agree as follows:

1. RailPros shall provide Services to the Customer: (1) in accordance with the terms of this Agreement; (2) within any parameters set forth in the SOW; and (3) to the reasonable satisfaction of the Customer. In turn, the Customer shall pay RailPros for its services at the applicable daily rate(s) set forth in the SOW.
2. RailPros shall periodically provide Customer with invoices that set forth the value of the Services provided to Customer during a defined period of time (collectively, the “Invoices”; individually, an “Invoice”). Invoiced amounts are due and payable within thirty (30) days of the date included on an Invoice, and Customer shall remit payment to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038. In the event Customer fails to timely remit payment to RailPros as required in this Section 2, RailPros may elect to immediately cease providing Services to Customer—without providing any advance notice to Customer— until Customer remits payment for all amounts owed by Customer for Services. Customer expressly agrees and acknowledges that it shall neither assert nor seek to enforce any claim for damages or penalties arising from RailPros' ceasing performance under this Section 2. RailPros' right to cease providing Services based on nonpayment and/or untimely payment is independent of any right(s) set forth in Section 5 of this Agreement.
3. In the event that Customer contests any charge(s) included on an Invoice and/or asserts that any Services described in an Invoice were deficient, Customer shall submit a written complaint to RailPros (a “Complaint”) within fifteen (15) business days of its receipt of the challenged Invoice. A Complaint must set forth (in detail): (1) the Services and/or Invoice entries that Customer is contesting; (2) the basis for Customer's Complaint; and (3) Customer's desired solution. Failure to timely submit a Complaint shall constitute a waiver of any grievances related to the subject Invoice and shall further be construed as an unequivocal agreement to pay all amounts described therein.
4. Customer may terminate this Contract, in whole or in part, at any time without cause, and without liability except for required payment for services rendered by providing at least twenty-four (24) hours written notice to RailPros. Failure to provide timely notice under this provision shall obligate Customer to pay RailPros for one (1) additional days’ worth of Services at the applicable daily rate(s) set forth in the SOW.
5. RailPros may terminate this Agreement without liability, effective upon providing notice to Customer, if Customer: (1) materially breaches a provision of this Contract and fails to cure its breach within fifteen (15) days after receipt of written

notice of its breach, or (2) becomes insolvent or admits and/or demonstrates its inability or unwillingness to pay its debts as they become due.

6. This Agreement shall commence as of the Effective Date and shall continue thereafter until the Services described in the SOW are completed or the Contract is terminated.

7. This Agreement benefits solely the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. This Agreement may not be altered, amended, modified, or otherwise changed, except by a writing duly executed by the Parties hereto.

9. This Agreement constitutes the final and entire agreement between the Parties, and this Agreement supersedes all prior understandings and agreements, if any, among or between the Parties.

10. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Contract or any part thereof or the right of any person thereafter to enforce each provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other breach.

11. This Agreement shall be interpreted and construed under the laws of the State of Texas, and venue for all suits arising out of or relating to this Contract shall be brought exclusively in a Texas state district or county court sitting in Tarrant County, Texas.

12. All invoices, requests, communications, and notices required to be sent to Customer shall be delivered to the address(es) and/or email address(es) set forth in the SOW. All Complaints, requests, communications, and notices required to be sent to RailPros shall be sent to RailPros at 1320 Greenway Dr., Suite 490, Irving, Dallas County, TX 75038, Attention: Daniel Carter. Any notice of termination and/or cancellation shall be sent to RailPros at Daniel.Carter@RailPros.com.

13. Neither of the Parties shall be liable for any delays or failures in performance due to acts of God, strikes, lockouts, labor restrictions by governmental authority, civil riots, war and acts of terrorism.

14. In the event of any subsequent litigation involving the interpretation or enforcement of this Contract, the prevailing Party shall recover against the non-prevailing Party all its costs and reasonable attorneys' fees incurred in connection with the lawsuit.

15. In connection with RailPros' providing the Services, RailPros agrees to obtain the following insurance policies: (1) a Commercial General Liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (the "CGL Policy") and (2) a Commercial Automobile Liability policy with limits of not less than \$1,000,000 (collectively, the "Policies").

The Policies shall include Customer as additional insureds (collectively, the "Additional Insureds"). Coverage for the Additional Insureds shall be primary and non-contributory to any other insurance maintained by Customer. Coverage for Additional Insureds under the CGL Policy shall be set forth via an ISO endorsement form CG 20 26 07 04 (or equivalent endorsement), unless otherwise limited by applicable law. The Policies shall include a Waiver of Subrogation in favor of Customer. RailPros agrees to provide Customer with Certificate(s) of Insurance that verify the foregoing.

In addition, RailPros agrees to maintain Workers' Compensation insurance (the "WC Policy") with limits established by statute in the state where the Services will be provided. All RailPros employees providing Services shall be covered under the WC Policy, including employees who are sole proprietors, members, or partners, whether or not required by applicable law. The WC Policy shall also include a Waiver of Subrogation in favor of Customer.

16. RailPros and Customer each agree to indemnify, defend, and hold the other harmless from any third-party claims, costs, liabilities, judgments, expenses, or damages (including reasonable attorneys' fees and other costs of suit) alleged to arise from the indemnifying party's sole negligence in performing their respective obligations under this Agreement.

Thank you,

By my signature, I acknowledge that I have read, understand, and agree to the terms in the quote and service agreement

RailPros

TIA GREENE
PROJECT COORDINATOR
(877) 315-0513 Option 1

Client Company Representative (Print Name/Sign)

Title

Date

If you have any questions regarding this quote and/or service agreement, or would like further information, please feel free to contact RailPros.

RailPros offers a full suite of right of way services including permitting, utility inspections, railroad engineering services and customizable training. To learn more, visit www.railpros.com

Customer Billing Information Sheet

Company Information:						
Please fill in each cell for processing						
Company Name:						
Contact Name:						
Street Address:						
City / State / Zip Code:						
Phone Number:						
Contact Name Email Address:						
Billing Information (if different than above):						
Company Name:						
Contact Name:						
Street Address:						
City / State / Zip Code:						
Phone Number:						
Contact Name Email Address:						
Do you need a W-9?						
How would you like to receive the RailPros Invoice(s)?	Portal	<input type="checkbox"/>	Email	<input type="checkbox"/>	Mail	<input type="checkbox"/>
If other, please explain:						
Internal PO # to be listed on RailPros Invoices:						

Prevailing Wage (PW) Information:	
In government contracting, a prevailing wage is defined as the hourly wage, usual benefits, and overtime, paid to most workers, laborers, and mechanics within a particular area.	
Will the Flagger (RWIC, CIC, EIC) fall under a Prevailing Wage (PW) requirement for the Project:	
PW Project Name:	
PW Project Number:	
PW City / County / State:	
Prevailing Wage (PW) Certified Payroll Information:	
Contact Name:	
Phone Number:	
Email Address:	
CPR Report Format:	
If CPR Report is not listed above, please specify:	
Project Name/Number in system provided above:	

Customer Project Information Sheet

Project Information:	
Please fill in each cell for processing	
Is this a new project with RailPros?	
List RailPros Job # if not a new project:	
List the Railroad the project will be performed on, under or above ROW?	
Contractor's License, Permit or Agreement # with Railroad:	
Date of Railroad Agreement for ROE, CROE, License, Permit:	
Termination Date of Agreement for ROE, CROE, License, Permit:	
Project Location and Schedule	
Project's Location (example City / State):	
Railroad Subdivision:	
Railroad Mile Post (MP):	
Requested Start Date for work On, Under, or Above ROW: (Date is subject to availability of flagging)	
Estimated Duration (in days) for RailPros Flagger (RWIC, CIC):	
Estimated Work Schedule (example Mon. – Sat.)	
Daily Start Time / End Time (example 0700 to 1700 etc.): (Flagging start and end time may vary depending on type of protection required)	
Location for flagman to report:	
Project Description and Equipment	
Project Description (example HDD, Jack and Bore, Encroachment, Underground or Overhead Pipeline / Wireline crossing, etc.):	
Will any type of equipment be used?	
If yes, what type of equipment will be used?	
How close will the equipment be to the tracks (in feet)?	
Field Contact Information	
Field Contact Person(s):	
Mobile Phone Number(s):	
Email Address(s):	
Training	
If instructed by the Railroad, have all the on-site personnel completed the Railroad Safety Training?	

Additional Comments:



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 6. G. – 2023 Legislative Action

Prepared By

Linda Loomis, Administrator

Summary

On Tuesday, March 28, 2023, I testified at the Senate Capital Investment Committee hearing on the request for funding construction at Area #3. The bill that was being heard planned to fund projects included in the bonding bill with cash.

This legislative session has been very acrimonious. The bill to fund project using cash did not include any projects that were being carried by Republican legislators. It has been very difficult to follow bills because of the disagreements between the parties. The good news is that the funding for Area #3 has authors from both sides of the aisle and has been included in the bonding bill and the cash bill.

The LMRWD was asked by the Minnesota Department of Management and Budget (MMB) to complete a document – 2023 Capital Budget Project Information for Nonprofit Capital Requests. This was completed and returned to MMB April 14, 2023.

In addition to the Area #3, other bills have been introduced that the LMRWD is following:

[H.F. 243](#)/S.F. 38 – Authors Representatives Tabke, Bakeberg, Kotyza-Witthuhn, Rehm and others: A bill for an act relating to capital investment; appropriating money for restoration of the Minnesota River riverbank in the Shakopee area; authorizing the sale and issuance of state bonds. (Companion authored in Senate by Pratt and Cwodzinski)

[H.F. 820](#)/S.F. 755 - A bill for an act relating to environment; establishing certified salt applicator program; limiting liability; requiring a report; proposing coding for new law in Minnesota Statutes, chapter 116. This bill has stalled again this session because of the liability language.

[H.F. 847](#)/S.F. 1142 – Authors Representatives Tabke, Harder, Bakeberg, Pursell, and Hanson, J.: A bill for an act relating to capital investment; appropriating money for riverbank stabilization in Scott County; authorizing the sale and issuance of state bonds. This bill will fund the Merriam Junction Trail and Riverbank Stabilization. (Companion introduced in the Senate by Pratt, Coleman and Port)

[H.F. 245](#)/S.F. 188 – Authors Representatives Jordan, Becker-Finn, Norris, Hansen, R., Lee, F., Finke; A bill appropriating money for a report on rough fish: a report on this legislation is attached. (Senate authors: Hoffman, Marty, Morrison, Abeler, and Kupec)

[H.F. 2389](#)/S.F. 2037 - Authors Representatives Fischer, Pelowski, Bierman, Urdahl, Heintzeman, Lillie, Knudsen, Rehm, Lee, K., Freiberg, and Her: A bill for an act relating to natural resources; appropriating money to address invasive carp. This bill

would authorize \$16.8 million for a barrier at Mississippi River Lock & Dam #5. Lock & Dam #5 is located upstream from Winona. Invasive carp is a concern to the Minnesota River as upstream from Lock & Dam #2 at Hastings/Prescott, the Minnesota River represents the longest stretch of open river in the State. It was pointed out by a member of the LMRWD CAC that this should be a federal issue. The Illinois River and rivers in Tennessee and Kentucky have received extensive federal funds to prevent the movement of invasive carp species in those rivers. (Senate authors: Hoffman, Abeler, Hawj, Frentz, and Gustafson)

[H.F. 1680](#)/ S.F. 2703 – Authors Hansen R., Hussein, Bierman, Pinto, Brand: A bill relating to natural resources; providing for sustainable diversion limits on groundwater appropriations; amending MN Statutes 2022 sections 103G.005 by adding subdivisions; 103G.287, subdivision 2. The LMRWD was asked to support this bill as the purpose of the legislation is to protect fens from increasing demands on groundwater by development. (Senate authors: McEwen, Hawj, Morrison, Kunesh, and Murphy)

[H.F. 2354](#)/S.F. 2679 – Authors Pursell, Jordan, Hansen R., Fischer: A bill relating to drainage; establishing drainage registry information portal; appropriating money; proposing coding for new law in Minnesota Statutes chapter 103E. (Senate authors: Xiong)

Attachments

2023 Capital Budget Project Information for Nonprofit Capital Requests

Update on H.F. 245 from Friends of Pool 2

Recommended Action

No action recommended

2023 Capital Budget

Project Information for Nonprofit Capital Requests

Project Summary:

Summarize the request in two sentences. Example: “\$10 million in state funds is requested to acquire land, predesign, design, construct, furnish and equip a new building for the ABC Community Group to be located in X.”

Project Description:

Describe the project in detail, including: scope, total cost (especially if different than the funding amount requested), key funding sources, etc. For new projects, identify the new square footage planned. For remodeling, renovation, or expansion projects, identify the total square footage of current facilities, the square footage to be renovated, and/or the new square footage to be added.

Project Rationale:

Why is this project needed? Justify the request.

Project Timeline:

Describe the sequence of the project by month/year (predesign, design, construction, completion, etc.). Summarize other influencing factors or interactions (ex: coordinating the request with other projects).

Other Considerations:

Is there anything else that decision makers should know about this project?

Who will own the facility?:

Who will operate the facility?:

Who will use or occupy the facility?:

Public Purpose:

Description of Previous State Appropriations:

Project Funding Sources (Dollars in Thousands):

The 2023 Session column represents the project, or project phase, for which you are requesting state funds. Enter the source and amount requested from the state, and the sources and amounts pending or committed from non-state funds. Total project funding sources must equal total project costs. Amounts are in thousands.

Source	2023 Session	2024 Session	2026 Session
<i>Ex: State General Fund Cash, Non-Governmental Funds, etc.</i>	6,500	0	0
Total Project Funding Sources			

Project Costs (Dollars in Thousands):

Cost Category	2023 Session	2024 Session	2026 Session
Property Acquisition			
Pre-design			
Design			
Project Management			
Construction			
Occupancy Costs			
Other			
Total Project Costs			

Contact Information:

Include name, title, organization, phone number, and email address.

Please email completed forms to MMB's Capital Budget Coordinator: Marianne.Conboy@state.mn.us

Headline: Rough Fish Legislation Introduced, and Heard, in the Minnesota House

By: Cirien Saadeh

The Minnesota State Legislature has taken up legislation related to a report on rough fish in Minnesota, although the bill has been stalled since it was heard in the House Environment and Natural Resources Finance and Policy Committee on Jan. 25.

The bill, coded as [House File 245](#), is chief authored by Rep. Sydney Jordan (DFL - District 60A).

“It is this year’s version of the no junk fish bill,” said Jordan. “Here’s what the bill does. It appropriates money from the Heritage Enhancement Account in the Game and Fish Fund to the DNR for native fish conservation. It also requires the DNR to provide a progress update by Aug. 1 2023 on identifying native fish protection and conservation members and lists out our target species.”

The bill would also require that the DNR provide a report to the Minnesota State Legislature, but Dec. 15, 2023 noting recommended rule changes necessary for the protection of native fish species in Minnesota.

“One of the reasons I care about this bill is that I find our fish statutes to be messy and confusing. I think this report is a good way to get a handle on what we need,” said Jordan. “But really I care about this bill because I care about our native fish. I come from a family that fishes, that talks about fish, that celebrates fish.”

Rep. Jordan was joined by two testifiers.

“First and foremost this bill is necessary because the current statutes are incomplete and ambiguous,” said Tyler Winter, Director of [Native Fish for Tomorrow](#). Winters also provided an overview of some of the specific language in the current statute that testifiers argued make the bill necessary.

“Lastly, the time to protect common species is while they are still common. Our native fish support eagles, prey on invasive zebra mussels. They host the larva of endangered mussels. And they are forage for game fish. And they are food and recreation for my family,” said Winter, arguing that fish be managed for the public good, as laid out in the Minnesota State Constitution.

Pat Rivers, Deputy Director of the Division of Fish & Wildlife for the Minnesota DNR, also testified. Rivers shared that the division has been meeting with stakeholders interested and committed to work around native fish, and native rough fish, and the DNR and those stakeholders are working together “over the next several months toward the intent of the bill.”

According to Rep. Jordan's bill introduction, the bill was written with the support of the Minnesota DNR and other stakeholders.

House File 245 was passed out of the House Environment and Natural Resources Finance and Policy Committee and it has been re-referred to the House Ways & Means committee. A Ways & Means committee is responsible for ensuring that the contents of a bill requiring appropriation can be paid for and how a statute or proposal would be paid for.

There is also a corresponding Senate bill aimed at ensuring that a study on rough fish be conducted and that money for such a study be appropriated. [Senate File 188](#), authored by Sen. John A. Hoffman (DFL - District 34) has been introduced and referred to the Senate Environment, Climate, and Legacy Committee, but the bill has yet to be heard in committee.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 6. H. – Education & Outreach

Prepared By

Linda Loomis, Administrator

Summary

The Citizen Advisory Committee recommended that the LMRWD develop an educational video dealing with maintenance of steep slopes. Jen Dullum reached out to a videographer that Friends of Pool 2 used to develop videos on boating safety. Ms. Dullum and I have met with the videographer, Spencer Knott, who has provided a proposal to develop and shoot a video informing the public how to maintain steep slopes on their properties. The proposal is attached for the Board to review.

Mr. Spencer contacted Ms. Dullum this week to let her know that he thinks it will only take two weeks of edit time, reducing the cost by \$1,500.

In addition, the LMRWD has discussed with US Fish & Wildlife Services (USFWS) developing educational signage for Ike's Creek to be placed on Bloomington property near Whirlyball. The City of Bloomington was informed and agree such signage is appropriate. The LMRWD will work with USFWS staff to develop the signage if authorized by the LMRWD Board of Managers. Staff will come back to the Board with a proposal for the cost of design and fabrication.

When meeting with the City of Bloomington to discuss the 2027 Expo, we talked about offering winter maintenance training for contractors retained by businesses near Ike's Creek; Whirlyball, Hyatt House and The City agreed this would be a good thing to do. There may be grant money available for training of this type.

Attachments

Steep slopes video proposal

Recommended Action

Motion to accept Steep slopes video proposal and authorize staff to begin work on Ike's Creek signage



STEEP SLOPES VIDEO PROPOSAL

PROJECT SCOPE & DELIVERABLES

- One long-form videos (8 – 15 minutes final length)
 - Steep Slope Issues and Solutions & Vegetation Management
- Quick hitters (1-2 minutes final length)
 - Sidewalk salt usage, storm drain cleaning, grass clipping, rain barrel installation, and others you would like to include.

PROCESS & TIMELINE

Step 1: Pre-production

Prepare for the video shoot by finalizing script details, location scouting, prepare shot lists, and assemble all shoot day necessities.

Step 2: Film Day

On-site full day video shoot. Things that need to be determined:

- When?
 - I propose something in the first week of May. Warmer weather, greener colors, and time to be fully prepared.
- Where?
 - We can film on site somewhere with a steep slope, or we can do the majority of the educational content in studio. Do you have any potential locations that we could use?
- Who?
 - Do you have a subject matter expert who'd be willing to be on camera? Or would you like me to find the on-camera.

Step 3: Post-Production

Three-week turnaround to edit final video(s) to submit for final approval, unlimited rounds of revisions. Will tweak until you are 100% satisfied with final product.

ESTIMATED BUDGET

Pre-production	\$40/hr (est. 40 hours)	\$1,600.00
Full Shoot Day	Single day on-site rate	\$2,000.00
Three Week Edit	\$1,500/week	\$4,500.00
		\$8,100

NEXT STEPS

1. Approve proposal.
2. Set film date.
3. Begin pre-production!

Spencer Knott

N119productions@gmail.com

507.531.6118



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 19, 2023

Agenda Item

Item 6. I. – LMRWD Projects

Prepared By

Linda Loomis, Administrator

Summary

i. Area #3

A meeting of all parties involved in this project was scheduled for Tuesday April 11, 2023. The meeting was rescheduled because the agreement between 106 Group and the LMRWD has not been signed. The Professional Services Agreement (PSA) is currently being reviewed by LMRWD legal counsel. The Board approved 106 Group at the March meeting subject to legal counsel review of the agreement, so no action is necessary this month.

The LMRWD has re-initiated contact with the property owner. The LMRWD needs permission of the property owner to conduct soil borings. The possibility of a conservation easement or ownership of the property will be discussed with them. The LMRWD contacted the MN Land Trust about the possibility of purchasing the property and were told that they didn't make outright purchases.

Scott County has provided information about the impact of a levy to pay for the project. Right now, on average, about \$20 of property taxes collected go to the LMRWD if you live in Scott County. Percentages in other Counties are similar. Assuming the LMRWD needs to raise \$2.25 million (Estimated Cost of \$5,500,000 less \$2,750,000 from State of Minnesota less \$500,000 from the City of Eden Prairie), if the LMRWD levies for one half of the project in 2024 and one half in 2025 the average dollars on a property in Scott County would be \$54.43. If the LMRWD would levy the for the entire project in 2024 the levy on average would increase to \$86.06. These are all assumptions based on the most recent market values and there are many other variables that go into the property tax calculations.

The other options would be to issue bonds that would be payable over the life of the bonds. If the Board chooses to look at that option, the LMRWD should retain a consultant with that expertise. Interest would be paid on the bonds and would increase the cost to the LMRWD by the amount of interest paid on the bonds. With the current volatility of interest rates, it is difficult to determine what kind of interest rate the LMRWD would have to pay.

Attachments

PSA for 106 Group

Recommended Action

No action recommended

**PROFESSIONAL SERVICES AGREEMENT BETWEEN LOWER MINNESOTA RIVER WATERSHED DISTRICT
AND _____**

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 106 Group LTD (“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:

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.

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.

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.

DUTY OF CARE AND INDEMNIFICATION

CONSULTANT will perform the Services in accordance with due professional care. CONSULTANT will indemnify, defend and hold harmless the LMRWD, its officers, board members, employees and agents from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of CONSULTANT's or a subcontractor's professional negligence or other action or inaction by CONSULTANT or a subcontractor that is the basis for CONSULTANT's or the subcontractor's liability in law or equity.

The LMRWD will indemnify, defend and hold harmless CONSULTANT, its officers, employees and agents, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or inaction by the LMRWD that is the basis for the LMRWD's liability in law or equity.

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.

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.

Automobile liability: \$1.5 million combined single limit each occurrence coverage for bodily injury and property damage covering all vehicles on an occurrence basis.

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.

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.

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. 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.

The LMRWD may immediately 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 may be maintained by CONSULTANT only pursuant to written agreement with the LMRWD specifying terms.

The LMRWD acknowledges that the CONSULTANT's plans and specifications and other work products are instruments of professional services. Nevertheless, in the event of termination of this Agreement, plans and specifications and other documents such as permit files, engineering reports and other materials connected with CONSULTANT's services to the LMRWD shall become the property of the LMRWD. The LMRWD agrees to hold harmless, indemnify and defend the CONSULTANT against all damages, claims; expenses and losses arising out of its reuse of work products without CONSULTANT's written authorization.

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.

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.

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.

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

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

To [K. Anne Ketz](#):

[-106 Group](#)
[1295 Bandana Blvd N, #335](#)
[St. Paul, MN 55108](#)
anneketz@106Group.com

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

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 Carver County.

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.

TIME IS OF THE ESSENCE

Time is of the essence in the fulfillment of the terms of this Agreement.

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

LOWER MINNESOTA RIVER
WATERSHED DISTRICT

By K. Anne Ketz, CEO & Services Director, 106 Group LTD_____

By_____

Its_____

Its_____

Date_____

Date_____



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, April 19, 2023

Agenda Item

Item 6. J. – Permits & Projects

Prepared By

Linda Loomis, Administrator

Summary

i. Permit Renewals

As permits are closing in on their one-year permit expiration date, Young Environmental Consulting Group, on behalf of the LMRWD, contacts permit holders to inquire after the status of the project. There is one project that has requested an extension. The project is listed in Table 1 of the Technical Memorandum – April 2023 Permit Renewal Requests dated April 12, 2023.

Attachments

Technical Memorandum – April 2023 Permit Renewal Requests dated April 12, 2023

Recommended Action

Motion to extend the permit for MN Mash and 130th Street Extension

ii. Chaska West Creek Apartments (LMRWD No. 2022-005)

This application is for an Apartment complex at 401 Hickory Lane North in Chaska. Young Environmental Consulting Group reviewed the application on behalf of the LMRWD. Recommendations are attached.

Attachments

Technical Memorandum – Chaska West Creek Apartments (LMRWD No. 2022-005) dated April 12, 2023

Recommended Action

Motion to conditionally approve a permit for Chaska West Creek Apartments (LMRWD No. 2022-005) contingent upon receipt of final construction plans signed by a professional engineer; name and contact information for all contractor(s) undertaking land disturbing activities as part of the proposed project; name and contact information for the person(s) responsible for erosion control inspections and maintenance; a copy of the final signed plat filed with Carver County; and a copy of the NPDES construction stormwater permit.

iii. MN River Greenway Trail (LMRWD No. 2023-007)

This application is for a trail along the south bank the Minnesota River. Young Environmental Consulting Group reviewed the application on behalf of the LMRWD. Recommendations are attached.

Attachments

Technical Memorandum – Minnesota River Greenway Trail (LMRWD No. 2023-007) dated April 12, 2023

Recommended Action

Motion to conditionally approve a permit for MN River Greenway Trail (LMRWD No. 2023-007) contingent upon name and contact information for all contractor(s) undertaking land disturbing activities as part of the proposed project; name and contact information for the person(s) responsible for erosion control inspections and maintenance; receipt of final construction plans signed by a professional engineer; a copy of permit approval from the MnDNR; and a copy of the NPDES construction stormwater permit

iv. Chaska Tech Center (LMRWD No. 2023-008)

This application is for the development of an office/warehouse complex on an undeveloped parcel owned by the Chaska Economic Development Authority. The parcel is located on Chaska Boulevard between Formacoat and Cuzzy's. Young Environmental Consulting Group has the application and associated documents on behalf of the LMRWD. Recommendations are attached.

Attachments

Technical Memorandum – Chaska Tech Center (LMRWD No. 2023-008) dated April 12, 2023

Recommended Action

Motion to conditionally approve a permit for Chaska Tech Center (LMRWD No. 2023-008) contingent upon receipt of a copy of the NPDES Construction Stormwater Permit; a copy of executed maintenance agreement recorded with Carver County; Copy of applicable Minnesota Department of Natural Resources (MnDNR) and US Army Corp of Engineers (USACE) permits; and a copy of the executed purchase agreement

v. Permit Program Summary

A summary of all the open LMRWD permits is attached.

vi. 535 Lakota Lane, Chanhassen – work without a permit

There had been no communication from the landowner since February 6, 2023. LMRWD staff met with the City of Chanhassen on April 4, 2023. The City has revoked the Certificate of Occupancy for the dwelling. The City has discovered that the property was rented as a short-term rental and may pursue the property legally on that basis.

It was decided that one final communication would be sent to the owner allowing him until April 30th to provide a plan for corrective of action to the LMRWD. After that the LMRWD would continue with legal action. The City requested that a survey be completed and the LMRWD agreed that a survey would assist the LMRWD.

LMRWD legal counsel, John Kolb, informed the attorney for the property owner that no communication has been received from the property owner and that the LMRWD would withdraw the extension granted to take corrective action. Since that communication, the owner, Mr. Andrew Polski, has informed the LMRWD that he is retaining a new surveyor and once the surveyor is on board a meeting between all parties will be scheduled.

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: April 12, 2023

Re: April 2023 Permit Renewal Requests

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

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

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

LMRWD No.	Project Name	City	Previous Expiration	Recommended Expiration Date
2021-033	MN MASH and 130 th St. Extension	Savage	06/17/2023	11/30/2023
<u>Reason for Extension:</u> Final site stabilization expected during growing season of 2023				

Recommendation

Staff recommends renewing the permits provided in Table 1.



Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

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

Date: April 12, 2023

Re: Chaska West Creek Apartments | LMRWD No. 2022-005

Community Asset Development Group (the applicant) has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD) to construct a commercial apartment building and parking lot in the City of Chaska (City), as shown in **Figure 1**. The applicant's engineer, Sathre-Berquist, Inc., has provided site plans, the associated Stormwater Pollution Prevention Plan (SWPPP), and the permit application for the Chaska West Creek Apartments Project (Project).

The Project proposes the construction of an apartment building, parking lot, and stormwater biofiltration basin, which would disturb approximately 1.54 acres and create 0.46 acres of new impervious surfaces. The project is not located within the High Value Resource Area, Steep Slopes Overlay District, or Minnesota River floodplain. The applicant proposes to begin construction in June 2023.

Because the City does not have its LMRWD Municipal Permit, this project requires an LMRWD individual permit.

Summary

Project Name: Chaska West Creek Apartments

Purpose: Construction of apartments, parking lot, and stormwater biofiltration basin

Project Size:

Area Disturbed	Existing Impervious Area	Proposed Impervious Area	Net Increase Impervious Area
1.54 acres	0.11 acre	0.57 acres	0.46 acres

Location:

401 Hickory Lane North, Chaska, MN 55318

LMRWD Rules:

Rule B – Erosion and Sediment Control

Recommended Board

Conditional approval

Action:

Discussion

The LMRWD received the following documents for review:

- LMRWD online permit application, received February 8, 2022
- Stormwater Pollution Prevention Plan by Sathre-Bergquist, Inc. dated May 4, 2021, revised March 9, 2023, received March 9, 2023.
- West Creek Apartments Site Plans by Sathre-Bergquist, Inc. dated February 15, 2023, revised March 9, 2023, received March 9, 2023
- Plat approved by the City of Chaska, received March 15, 2023
- Permit Application fee of \$750, received March 29, 2023

The application was deemed complete on March 29, 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 or more acres under Rule B. The proposed project would disturb approximately 1.54 acres within the LMRWD boundary. The applicant has provided an erosion and sediment control plan and a SWPPP. The project generally complies with Rule B; however, the LMRWD will need a copy of the National Pollutant Discharge Elimination System (NPDES) permit, contact information for contractor, and person(s) responsible for the inspection and maintenance of erosion and sediment control features before issuing a permit.

Recommendations

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

- Final construction plans signed by a professional engineer

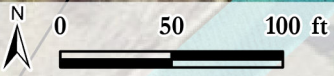
- Name and contact information for all contractors undertaking land-disturbing activities as part of the proposed project
- Name and contact information for the person(s) responsible for erosion control inspections and maintenance
- Copy of final signed plat filed with Carver County
- Copy of NPDES Construction Stormwater permit

Attachments

- Figure 1 – Chaska West Creek Apartments Project Location Map



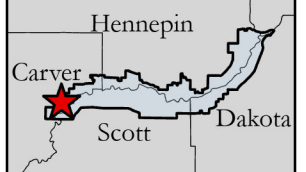
Figure I: Chaska West Creek Apt Project Location
LMRWD No. 2022-005



Legend

- Project Location
- Parcels
- 100-yr Floodplain
- Proposed BMP
- Proposed Building
- Proposed Pavement
- Proposed Sidewalk

LMRWD Watershed Location Map





Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

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

Date: April 12, 2023

Re: Minnesota River Greenway Trail | LMRWD No. 2023-007 (previously
LMRWD No. 2021-027)

Dakota County (Applicant) has applied for an individual project permit from the Lower Minnesota River Watershed District for the proposed Minnesota River Greenway Trail Project (Project) within Fort Snelling State Park, as shown in Figure 1. The applicant's engineer, Short Elliott Hendrickson, Inc., (SEH) has provided site plans for the Project along with the permit application. The project was conditionally approved in November of 2021, but conditional approval has expired and reapplication was required.

The proposed Project consists of constructing a 3.3-mile trail that will connect two existing trailheads: Trunk Highway (TH) 77 (Cedar Avenue) Bridge in the City of Burnsville and County Highway 26 (Lone Oak Road) in the City of Eagan. The Greenway Project is divided into two separate projects: (1) the trail and boardwalk and (2) the pedestrian bridge connection over the railroad to the Lone Oak trailhead in Eagan. The trail will consist of a 9.5-foot-wide paved surface with vegetation buffers on either side. Because the trail is less than 10 feet wide with vegetative buffers on each side, the trail portion of the project is exempt from Rule D. The pedestrian bridge project will be permitted separately.

The trail and boardwalk project will disturb approximately 11.9 acres and create 3.7 acres of new impervious surfaces (3.6 acres are exempt from Rule D). The Project is located within the Gun Club Lake and Nicols Meadow High Value Resource Area (HVRA) and Minnesota River floodplain, and crosses Kennaley's creek, a state designated trout stream. The applicant proposes to commence construction in April 2023.

Although the City of Eagan has its approved LMRWD Municipal Permit, this Project has received federal funding, and the LMRWD is requiring an individual permit subject to a permitting review because of the sensitive calcareous fens and trout streams in the area.

Summary

Project Name: Minnesota River Greenway Trail

Purpose: Bituminous trail construction. Grading, culvert, and boardwalk installation.

Project Size:

Area Disturbed	Existing Impervious Area	Proposed Impervious Area	Net Increase Impervious Area
11.9 acres	0 acres	3.7 acres	3.7 acres

Location: 3.3 miles from existing trail head near the TH 77 Bridge to existing trail head at CSAH 26 in Eagan, Minnesota

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 permit application, received March 2, 2023
- Authorization of Agent form, received March 2, 2023
- Stormwater Management Summary by SEH, revised October 19, 2021; received March 2, 2023
- Preliminary plan sheets by SEH, with no date; received March 2, 2023
- Culvert Analysis Report by SEH, with no date; received March 2, 2023
- No-Rise Certificate by SEH, dated July 7, 2021; received March 2, 2023
- HEC-RAS model; received March 3, 2023
- Construction schedule narrative, dated September 22, 2022; received March 15, 2023
- Wetland Conservation Act (WCA) Notice of Decision, dated October 21, 2021; received March 14, 2023

- Wetland Bank Credit Withdrawal Verification, dated December 14, 2021; received March 14, 2023

The application was deemed complete on March 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 or more acres in general areas or 10,000 square feet or more within the HVRA under Rule B. The proposed Project would disturb approximately 11.9 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) permit and contact information for the contractor and person(s) responsible for inspection and maintenance of all sediment and erosion control features will be required before the final LMRWD permit can be issued.

Rule C – Floodplain and Drainage Alteration

As discussed, the project is in the Minnesota River floodplain, shown on the Dakota County Flood Insurance Rate Map (FIRM) Panel 27037C0080E (effective December 2, 2011). The effective FIRM from 2011 shows the project in a FEMA Zone AE (or 100-year floodplain). The 100-year water surface elevations range throughout the project from 714.2 to 714.4. The project proposes 50,000 cubic yards of cut and fill below the 100 year-flood elevation and no compensatory storage. SEH provided a No-Rise Certificate and updated hydraulic modeling based on the FEMA effective model to support the No-Rise Certificate. The model shows no change in the 100-year water surface elevation between existing and proposed conditions, meeting the requirements of Rule C.

The proposed trail will also cross Kennaley's Creek (a state-designated trout water) and pass near the Nicols Meadow and Gun Club Lake South calcareous fen complexes. The alignment of the trail has been adjusted to avoid the fen boundaries and to minimize wetland impacts; it will also use the existing crossing over Kennaley's Creek rather than constructing a new bridge or culvert. To preserve the hydraulic connection on both sides of the proposed trail and the Minnesota River, boardwalks and culverts will be constructed at low points to maintain the natural drainage patterns of the area.

Rule D – Stormwater Management

The project creates 3.7 acres of impervious surfaces including 3.6 acres of 9.5-foot-wide paved surface with vegetated buffers on either side. Because this portion of the trail is less than 10 feet wide with vegetative buffers on each side, it is exempt from Rule D. Turnaround areas and a future pavilion make up the additional 0.1 acres, which is

less than one acre of impervious surface, and therefore does not trigger Rule D. Lastly, the project proposes 0.46 acres of proposed boardwalk. Boardwalks are incorporated into the design to span areas where there is open water or existing wetland. Boardwalks avoid excessive fill in wetlands and allow for better conveyance of water through the floodplain. The boardwalks consist of 6-inch concrete planks separated by ¼-inch gaps to allow water to pass through to the underlying pervious ground, and therefore the boardwalks are not considered impervious surface. The impervious surfaces proposed in this project do not trigger Rule D, and therefore no stormwater management has been proposed on-site.

Recommendations

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

- Name and contact information for all contractors undertaking land-disturbing activities as part of the proposed project
- Name and contact information for the person(s) responsible for erosion control inspections and maintenance
- Final construction plans signed by a professional engineer
- Copy of permit approval from the MnDNR
- Copy of the NPDES permit

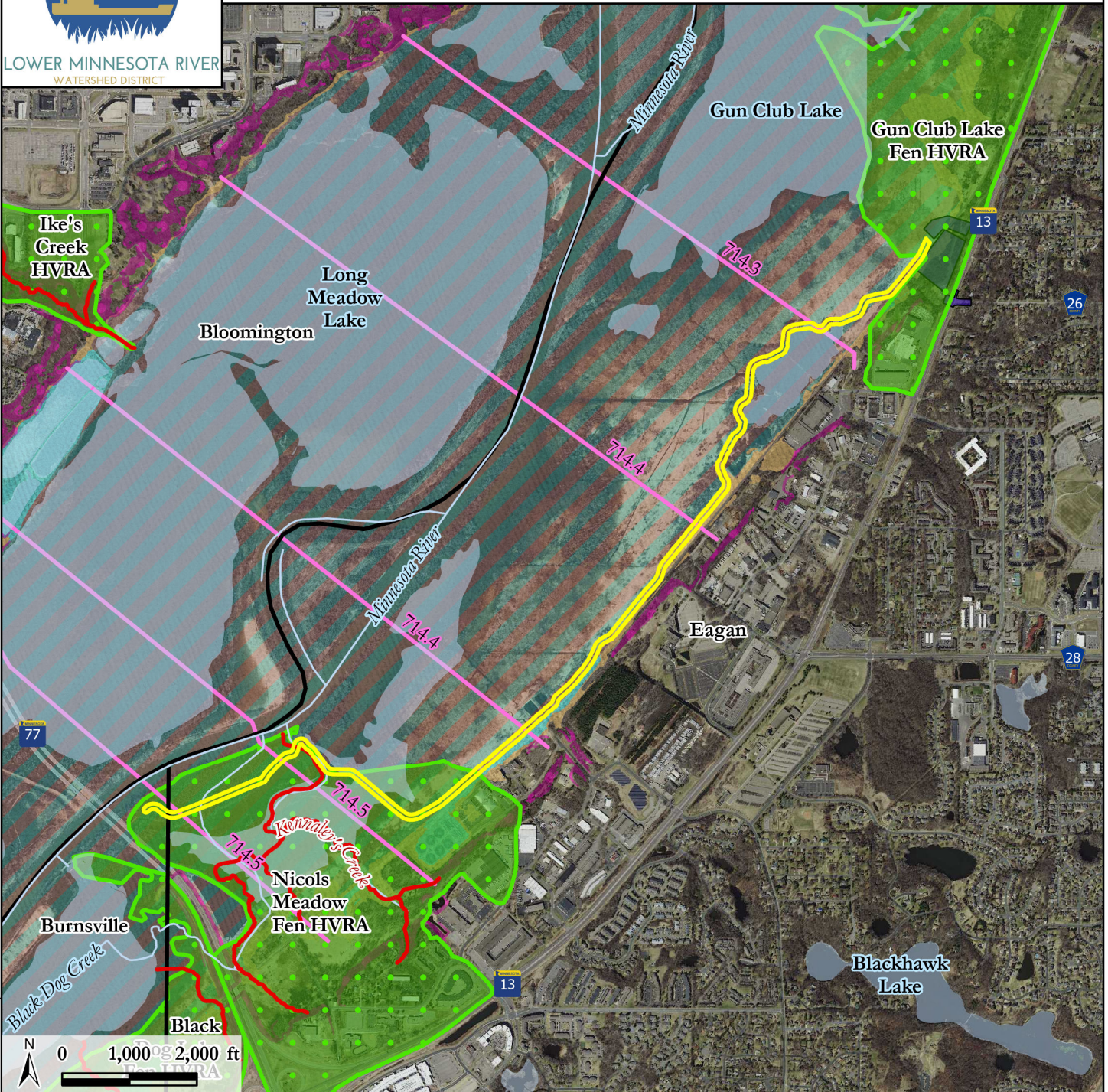
Attachments

- Figure 1 – MN River Greenway Trail Project Location

Figure I: MN River Greenway Trail Project Location
LMRWD No. 2023-007



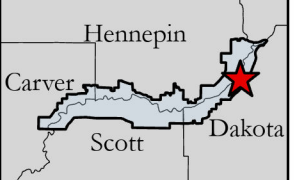
LOWER MINNESOTA RIVER
WATERSHED DISTRICT



Legend

- Project Location
- Trout Streams
- Public Waters
- Public Waterbodies
- High Value Resource Area
- Steep Slope Overlay District
- Past LMRWD Permits
- 100-yr Floodplain
- 500-yr Floodplain
- Floodway
- City Boundary
- FEMA Cross Sections

LMRWD Watershed Location Map



Projects \LMRWD \Project Reviews \02 In Process \2023-007 MN River Greenway Trail \04 GIS



Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

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

Date: April 12, 2023

Re: Chaska Tech Center (LMRWD No. 2023-008)

Lariat Companies, Inc. (the applicant) has applied for an individual project permit from the Lower Minnesota River Watershed District to develop an office/warehouse facility on an undeveloped lot in the City of Chaska (City), as shown in Figure 1. The applicant's engineer, Elliott Design Build, has provided site plans for the Chaska Tech Center Project (Project) along with the permit application.

The proposed project consists of constructing an office building, warehouse, and associated parking. The project would disturb approximately 3.72 acres and create 2.74 acres of new impervious surfaces. The project is not located within the High Value Resource Area, Steep Slopes Overlay District, or floodplain. The applicant proposes to commence construction on May 1, 2023.

Because the City does not have its LMRWD Municipal Permit, this project requires an LMRWD individual permit.

Summary

Project Name: Chaska Tech Center

Purpose: Construction of an office and warehouse building with associated parking on a vacant lot in Chaska, MN.

Project Size:

Area Disturbed	Existing Impervious Area	Proposed Impervious Area	Net Increase Impervious Area
3.72 acres	0 acres	2.74 acres	2.74 acres

Location:

2930 Chaska Blvd, Chaska, MN 55318

LMRWD Rules:

Rule B – Erosion and Sediment Control
Rule D – Stormwater Management

Recommended Board Action:

Conditional approval

Discussion

The LMRWD received the following documents for review:

- LMRWD permit application, received March 3, 2023
- Chaska Tech Center Stormwater Pollution Prevention Plan (SWPPP) by Elliott Design Build, Inc.; dated February 20, 2023; received February 24, 2023
- Stormwater Management Submittal for Chaska Tech Center by Elliott Design Build, Inc.; revised February 23, 2023; received February 24, 2023
- Existing Condition Survey by Amcon Construction, dated April 5, 2022
- Drainage Maps by Elliott Design Build, Inc.; dated January 3, 2022; revised April 5, 2022; received February 24, 2023
- HydroCAD Report 1-, 2-, 10-, and 100-Year by LG; dated January 24, 2023; received February 24, 2023
- MIDS Calculator Results – Existing by Lance Elliott; dated September 28, 2022; received February 24, 2023
- MIDS Calculator Results - Proposed by Lance Elliott; dated January 3, 2023; received February 24, 2023
- Soils Report by Terracon Consultants, Inc.; dated October 1, 2021; received February 24, 2023
- Storm Pipe Drainage Map; received February 24, 2023
- Stormwater Review of Chaska Tech Center by Dan Edgerton; Dated May 4, 2022
- Overlay Plan (Landscape and Site Utilities) by Elliott Design Build, Inc.; dated January 3, 2022; revised March 22, 2023; received March 22, 2023
- Landscape Plan by Elliott Design Build, Inc.; dated January 3, 2022; revised March 22, 2023; received March 22, 2023
- Chaska Tech Center MIDS file by Elliott Design Build, Inc; dated January 23, 2023, received March 24, 2023

- Draft Maintenance Agreement by Elliott Design Build, Inc.; received March 31, 2023
- Grading and Erosion Control Plan by Elliott Design Build, Inc.; dated January 3, 2022; revised March 22, 2023; received March 31, 2023
- Site Utilities and Stormwater by Elliott Design Build; dated January 3, 2022; revised March 22, 2023; received March 31, 2023

The application was deemed complete on March 22, 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 or more acres under Rule B. The proposed project would disturb approximately 3.72 acres within the LMRWD boundary. The applicant has provided an erosion and sediment control plan and a Stormwater Pollution Prevention Plan. The contractors and person responsible for the inspection and maintenance of erosion and sediment control features are:

Amcon Construction
Ron Blum
6121 Baker Rd Suite 101
Minnetonka, MN 55345
954-237-7874
rblum@amconconstruction.com

Kusske Construction
582 Bavaria Lane
Chaska, MN 55318
952-448-3321

The project generally complies with Rule B, but a copy of the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permit is needed before the LMRWD can issue a permit.

Rule D – Stormwater Management

The LMRWD regulates land-disturbing activities that create new or reconstructed impervious areas greater than one acre. The project proposes 2.74 acres of new impervious surface. The applicant is proposing to construct an infiltration basin to meet the LMRWD stormwater management requirements.

Section 5.4.1 of Rule D requires applicants to demonstrate no increase in proposed runoff rates compared with existing conditions. The applicant submitted a HydroCAD

analysis demonstrating the proposed infiltration basin will provide rate control for the Project. The existing and proposed rates are provided in **Table 1**. The reported runoff rates show a decrease from existing conditions, meeting the LMRWD’s rate control requirements.

Table 1. Rate Control Summary

Design Event	Existing Rates (cfs)	Proposed Rates (cfs)	Change (cfs)
2-year/24-hour	2.38	0.02	-2.36
10-year/24-hour	6.41	0.92	-5.49
100-year/24-hour	18.12	13.54	-4.58

Section 5.4.2 of Rule D requires stormwater runoff volume reduction on-site to be equivalent to one inch of runoff from new or reconstructed impervious surface. The project proposes 2.74 acres (119,354 square feet) of new impervious surface. Therefore, the project must provide 0.228 acre-feet (9,946 cubic feet). The LMRWD does not allow infiltration in areas of predominantly Hydrologic Soil Group (HSG) D. Fill soils were encountered within the proposed infiltration basin to a depth of 5 to 8 feet. The fill soils of two of the soil borings showed HSG D soils, but the underlying soils were sandy soils. The applicant proposes to provide excess volume capacity within the infiltration basin and perform infiltration testing on-site during construction to account for the potential of HSG D soils.

If minimum infiltration rates cannot be achieved on-site, removal of the clay layer and replacement with appropriate soils will be required. This will be included as a special stipulation in the LMRWD permit. The applicant submitted a HydroCAD analysis demonstrating a volume reduction of 0.429 acre-feet (18,254 cubic feet). The project’s volume control is greater than required and 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 compared to existing conditions. The applicant submitted a MIDS model to demonstrate water quality analysis. The results are presented in **Table 2**. As presented, the pollutant load would be reduced by 91% for both TP and TSS. Therefore, the project meets the water quality requirements established under Rule D.

Table 2. Water Quality Summary

	TP (lb/yr)	TSS (lb/yr)
Existing	1.3488	245
Proposed	0.1152	21
Difference	1.2336	224

Percent Reduction	91%	91%
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The applicant provided a draft stormwater facilities maintenance agreement with the City of Chaska; however, the applicant is required to submit a copy of the executed maintenance agreement, recorded with Carver County, before the LMRWD can issue a permit.

Recommendations

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

- Copy of the NPDES Construction Stormwater Permit
- Copy of executed maintenance agreement recorded with Carver County
- Copy of applicable Minnesota Department of Natural Resources (MnDNR) and US Army Corp of Engineers (USACE) permits
- Copy of the executed purchase agreement

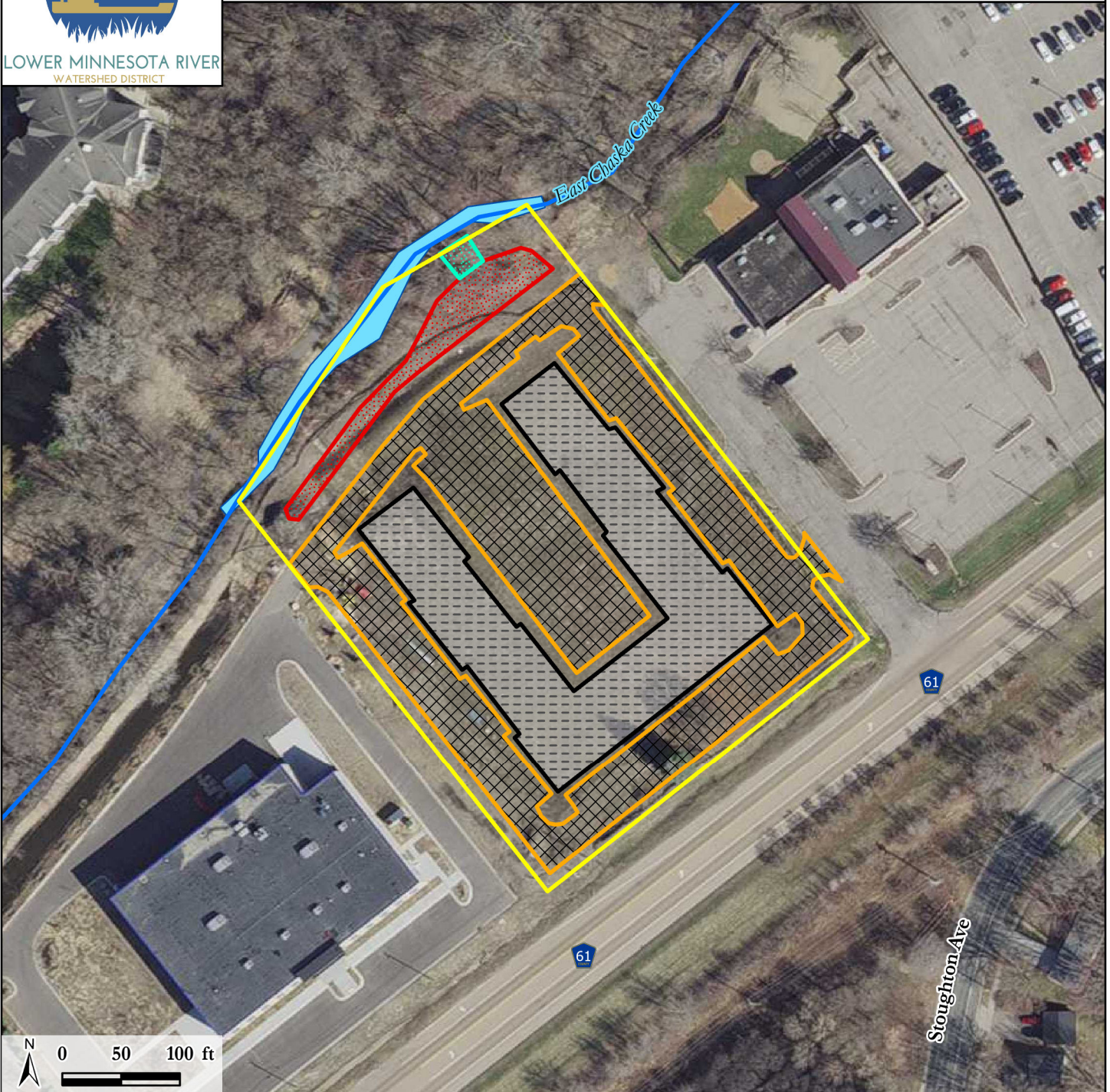
A special stipulation in the final LMRWD permit will require field verification of the infiltration rates of the proposed infiltration basin. If minimum infiltration rates cannot be achieved on-site, removal of the clay layer and replacement with appropriate soils will be required.

Attachments

- Figure 1 – Chaska Tech Center Project Location LMRWD No. 2023-008



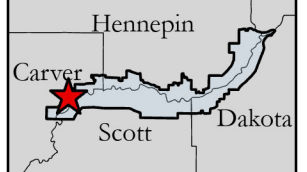
Figure I: Chaska Tech Center Project Location
LMRWD No. 2023-008



Legend

- | | |
|-----------------------------|----------------------|
| Project Location | Proposed Parking Lot |
| Proposed Building | East Chaska Creek |
| Proposed EOF | East Chaska Creek |
| Proposed Infiltration Basin | |

LMRWD Watershed
Location Map



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		9/28/2020	11/3/2020		12/16/2020		4/13/2021	4/13/2022	4/20/2023			
2020-112	Vierling Industrial Project	Closed		6/25/2020	6/29/2020		7/15/2020							10/14/2022
2020-113	Fort Snelling Redevelopment (2019-057)	Active		7/20/2020	8/12/2020		8/19/2020		9/11/2020	8/19/2022	8/19/2023			
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	10/18/2020	10/21/2020	11/12/2020	11/18/2020	12/16/2020		7/27/2021	7/27/2022	7/27/2023			
2020-133	Shakopee Mix Use	Closed	10/29/2020	11/2/2020	11/2/2020			11/18/2020						
2020-135	Canterbury Crossings	Active		11/19/2020	12/3/2020		12/16/2020		5/11/2021	5/11/2022	4/20/2023	4/20/2024		
2021-002	CSAH 61 Drainage Ditch	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	Expired	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
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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)	Construction Complete		6/14/2021	7/13/2021		7/21/2021		8/5/2021	6/15/2023			11/1/2022	
2021-022	2021 Security & Safety Center	Active		5/18/2021	10/29/2021		11/17/2021		3/18/2022	3/18/2023	3/18/2024			
2021-023	106th Improvements Project	Active		5/25/2021	5/28/2021		6/2/2021		6/17/2022	6/17/2022	6/17/2023			
2021-025	TH13/Dakota Ave Improvement	Active		6/11/2021	6/15/2021		2/16/2022		5/20/2022	5/20/2023	5/20/2024			
2021-030	Building Renovation Park Jeep	Active		7/9/2021	7/16/2021		9/15/2021		6/21/2022	6/21/2023				
2021-031	Caribou Coffee	Closed	6/1/2021	7/9/2021	8/10/2021		8/18/2021		8/19/2021					10/4/2022
2021-033*	MN MASH	Active	6/23/2021	9/17/2021				6/15/2022	6/17/2022	6/17/2023	11/30/2023			
2021-034	Circle K Holiday Station Stores	Closed	8/25/2021	7/26/2021	9/10/2021		9/15/2021		10/19/2021	9/15/2022				7/12/2022
2021-035	135W Frontage Trail	Active		12/15/2021	12/22/2021		1/19/2022		11/3/2022	11/3/2023				
2021-039	River Bluffs Improvements	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		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				
2021-058	Perimeter Gate Improvements	Active		12/15/2021	12/16/2021		1/19/2022		4/27/2022	4/27/2023	10/31/2023			

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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	Conditional Approval		2/8/2022	3/29/2023		4/19/2023							
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	Active		4/21/2022	6/24/2022		7/20/2022		4/10/2023	4/10/2024				
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	Construction Complete	6/16/2022	8/10/2022			9/21/2022		11/14/2022	11/14/2023				
2022-026	10521 Spyglass Dr	Construction Complete	5/31/2022	7/13/2022	8/8/2022			7/20/2022	8/8/2022	8/8/2023			11/30/2022	
2022-027	Ivy Brook Northeast	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										
2022-031	RSI Marine	Pre-Permit		7/18/2022		8/17/2022								

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						Information Only	Conditional Approval	Approval						
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	35W SP 2782-352	Active		12/15/2022	2/10/2023		2/15/2023		4/10/2023	4/10/2024				
2022-042	3rd Street Bridge Replacement	Conditional Approval		12/16/2022	2/2/2023		2/15/2023							
2023-001	Lakota Lane After-the-Fact	Incomplete		1/10/2023										
2023-002	Eagle Creek Bridge	Under Review		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	Conditional Approval		3/1/2023	3/15/2023		4/19/2023							
2023-008*	Chaska Tech Center	Conditional Approval		3/4/2023	4/11/2023		4/19/2023							
2023-009	AT&T Bloomington to Eureka Fiber	Under Review		3/31/2023										
2023-010	MN River Greenway RR Bridge	Upcoming	4/5/2023											

*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

