

GRANT AGREEMENT

This Agreement (“Agreement”) is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Department of Environment & Energy, 701 Fourth Avenue South, Suite 700, Minneapolis, MN 55415 (“COUNTY”) and Lower MN River Watershed District, a political subdivision of the state of Minnesota, 112 East 5th Street #102, Chaska, MN 55318 (“GRANTEE”).

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

GRANTEE shall complete all grant requirements (“Grant Requirements”) commencing on October 24, 2023, and expiring December 31, 2026, unless cancelled or terminated earlier in accordance with the provisions herein.

The total amount of this grant, including all reimbursable expenses, is not to exceed FIFTY THOUSAND Dollars and no/100 (\$50,000.00) (“Grant Funds”).

2. GRANT REQUIREMENTS

GRANTEE shall complete the activities specified in the Hennepin County Natural Resources Opportunity Grant Application submitted by GRANTEE and attached here as Attachment A, or as otherwise approved by COUNTY in writing. GRANTEE shall also provide documentation for expenses incurred in completing the Grant Requirements using the Cost-Share Voucher & Practice Certification Form, Attachment B to this Agreement.

Administrative costs incurred by GRANTEE are not eligible for reimbursement.

Reimbursable expenses are limited to activities relating to the preparation of project design, specifications, and construction costs in stabilizing the Area 3 bluff adjacent to the Minnesota River as described in the Natural Resources Opportunity Grant Application provided via email on July 20, 2023 (Attachment A).

The following reporting items are part of the Grant Requirements and are required during or following completion of the project, as listed, to receive Grant Funds:

- All invoices for completed consultant and/or contractor work.
- Approval of in-kind contributions prior to work.
- COUNTY certification that the project was completed according to the approved specifications following work.
- Final Project Report (COUNTY will provide a template upon request).

3. GRANT DISBURSEMENT

COUNTY shall pay Grant Funds directly to GRANTEE after completion of the Grant Requirements and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. Items for which reimbursement is claimed by GRANTEE on the Cost-Share Voucher & Practice Certification Form (Attachment B) are to be supported by invoices/receipts for payments and will be verified by COUNTY as practical and reasonable. COUNTY has the authority to adjust the costs submitted for reimbursement as COUNTY deems appropriate. Attachment B, with necessary supporting documentation as referenced in Attachment A, may be submitted to COUNTY on a monthly basis for reimbursement. Payment shall be made within thirty-five (35) days from receipt of Attachment B and supporting documentation.

GRANTEE shall perform all Grant Requirements hereunder to the satisfaction of COUNTY, in accordance with the provisions herein, and in compliance with applicable law. If COUNTY determines that GRANTEE has not complied with the foregoing, COUNTY shall not have any obligation to pay GRANTEE for the non-complying activities.

Grant Fund payments shall be made pursuant to the provisions herein and COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in GRANTEE's name.

COUNTY may withhold from any payment due to GRANTEE any amount which is due and owing COUNTY under this or any other agreement between the parties due to overpayment or as a result of an audit.

4. PROFESSIONAL CREDENTIALS

Intentionally Omitted.

5. INDEPENDENT GRANTEE

GRANTEE shall select the means, method, and manner of performing Grant Requirements. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting GRANTEE as the agent, representative, or employee of COUNTY for any purpose. GRANTEE is and shall remain an independent contractor for all Grant Requirements performed under this Agreement. GRANTEE shall secure at its own expense all personnel required in completing Grant Requirements under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of GRANTEE's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law,

against GRANTEE, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

- A. In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.
- B. COUNTY encourages GRANTEE to develop and implement a policy promoting diversity, equity, and inclusion in GRANTEE's workplace.

7. AFFIRMATIVE ACTION

Intentionally Omitted.

8. INDEMNIFICATION

GRANTEE shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of GRANTEE, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of this Agreement, and against all loss by reason of the failure of GRANTEE to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of GRANTEE personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

9. INSURANCE

Intentionally omitted.

10. DUTY TO NOTIFY

GRANTEE shall promptly notify COUNTY of any demand, claim, action, cause of

action or litigation brought against GRANTEE, its employees, officers, agents or subcontractors, which arises out of activities performed under this Agreement. GRANTEE shall also notify COUNTY whenever GRANTEE has a reasonable basis for believing that GRANTEE and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to this Agreement.

11. DATA, SYSTEMS, AND INTELLECTUAL PROPERTY

- A. GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, COUNTY hereby notifies GRANTEE that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. GRANTEE shall promptly notify COUNTY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by GRANTEE does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, GRANTEE shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County Data” means any data or information, and any copies thereof, created by GRANTEE or acquired by GRANTEE from or through GRANTEE pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or

unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying GRANTEE's indemnification obligations herein. Intentionally Omitted

- C. Intentionally omitted.
- D. Intentionally omitted.
- E. Upon expiration, cancellation or termination of this Agreement:
 - (1) At the discretion of COUNTY and as specified in writing by the Grant Administrator, GRANTEE shall deliver to the Grant Administrator all County Data so specified by COUNTY.
 - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits GRANTEE to retain copies of the County Data, GRANTEE shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
 - (3) Except to the extent required by law or as agreed to by COUNTY, GRANTEE shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, GRANTEE shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.

- B. GRANTEE shall not assign, transfer or pledge this Agreement and/or the Grant Requirements to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.
- C. GRANTEE shall not subcontract this Agreement and/or the Grant Requirements, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement. Further, GRANTEE shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the Grant Requirements, and of person(s) directly or indirectly employed by subcontractors. Contracts between GRANTEE and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. GRANTEE shall make contracts between GRANTEE and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between GRANTEE and a subcontractor, or a waiver or release by COUNTY of GRANTEE's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between GRANTEE and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, GRANTEE shall pay any subcontractor within ten (10) days of GRANTEE's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and GRANTEE shall comply with all other provisions of that statute.

14. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

GRANTEE and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

15. DEFAULT AND CANCELLATION/TERMINATION

- A. If GRANTEE fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless GRANTEE's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until GRANTEE's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to GRANTEE.
- B. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE. Upon notice to GRANTEE of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to GRANTEE for the purpose of set-off until such time as the exact amount of damages due COUNTY from GRANTEE is determined. Following notice from COUNTY of the claimed breach and damage, GRANTEE and COUNTY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

- E. This Agreement may be cancelled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- F. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event GRANTEE has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, GRANTEE shall not be entitled to any payment for said work, including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- G. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for Grant Funds related to the performance of any Grant Requirements occurring after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for Grant Requirements not then performed, costs, expenses or profits on work done.
- H. GRANTEE has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: INDEPENDENT GRANTEE; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; PRIVACY AND SECURITY; RECORDS-

AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

17. GRANT ADMINISTRATION

Ellen Sones (ellen.sones@hennepin.us; 612-596-1173), or successor (“Grant Administrator”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

Linda Loomis (naiadconsulting@gmail.com; 763-545-4659), shall manage the agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. GRANTEE shall immediately notify COUNTY if GRANTEE is debarred or suspended during the term of this Agreement.

19. RECYCLING

COUNTY encourages GRANTEE to have a single-sort recycling program or provide recycling service for at least three types of materials, which may include food waste. COUNTY also encourages GRANTEE to educate employees about the recycling program.

20. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in GRANTEE’s Form W-9 provided to COUNTY.

21. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE's knowledge, GRANTEE's involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether GRANTEE will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

22. MEDIA OUTREACH

GRANTEE shall notify COUNTY, prior to publication, release, or occurrence of any mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or their designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of, GRANTEE (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the services performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

23. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

24. HENNEPIN COUNTY PERSONAL PROPERTY TAX AND PROPERTY TAX

GRANTEE affirms that it and its officers have paid all Hennepin County personal property taxes and property taxes due on all of its Hennepin County properties for taxes owed on or before the date of the execution of this contract. If COUNTY finds that property taxes have not been paid by GRANTEE, GRANTEE's owner and GRANTEE's board of directors (if any), COUNTY may refuse to disburse funds or require the return of all or part of the funds already disbursed.

COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:



Brittany McCormick

E-signed 2023-11-30 03:16PM CST
brittany.mccormick@hennepin.us
Hennepin County
Assistant County Attorney



COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:



David J. Hough

E-signed 2023-12-04 04:16PM CST
David.Hough@hennepin.us
Hennepin County
County Administrator



Reviewed for COUNTY by:



Sheri Selton

E-signed 2023-12-04 04:13PM CST
Sheri.Selton@hennepin.us
Hennepin County
County Administration Clerk



Document Assembled by:



[Caitlyn Collins \(Nov 21, 2023 15:07 CST\)](#)

Caitlyn Collins

E-signed 2023-11-21 03:07PM CST
caitlyn.collins@hennepin.us
Hennepin County



GRANTEE

GRANTEE warrants that the person who executed this Agreement is authorized to do so on behalf of GRANTEE as required by applicable articles, bylaws, resolutions or ordinances.*

By:



Linda Loomis

E-signed 2023-11-30 03:11PM CST
naiadconsulting@gmail.com
Administrator



*GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.



Application No. _____

Place the cursor in the gray box at question 1, fill in the answer, and then use the F11 function key to navigate through the remaining questions in the application.

1. PROJECT TITLE:

Area 3 Minnesota Riverbank Stabilization Project

2. APPLICANT NAME:

Lower Minnesota River Watershed District

3. APPLICANT SIGNATORY: *(The person whose name is listed here must sign Part 1 -Box 7 of this application)*

Name: Linda Loomis

Title:
District Administrator

Telephone Number:
763-545-4659

E-Mail Address:
naiadconsulting@gmail.com

Mailing Address

Organization (if any): Lower Minnesota River Watershed District

Address: 112 E. 5th Street #102

City: Chaska State: MN Zip Code: 55318

4. PROJECT DURATION:

Estimated Start Date: December 2023

Estimated Completion Date: June 2025

Anticipated PROJECT Length: 18 months

90 percent – underway

100 percent – December 2023 – January 2023

Bidding – January 2023 – March 2023

Construction – March 2023 – June 2025

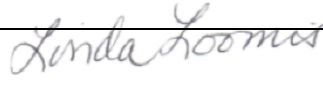
5. PROJECT TYPE:

- ☒ 1. Water Quality Project
☐ 2. Wetland Restoration
☒ 3. Habitat Restoration/Protection
☐ 4. Assessment Identifying Future Projects
☐ 5. Other:

6. FUNDING REQUEST: *(Provide the amount of funding requested to complete your project.)*

Check for consistency with costs provided in Part 2, Question 2.	Project Amount:
Total PROJECT Cost This amount represents the full cost of the PROJECT.	\$ <u>5,928,691</u>
Natural Resources Opportunity Grant Request	\$ <u>50,000</u>
Other Match Funds in PROJECT Identify secured source(s) of funds: Funding Source <u>State of Minnesota Capital Grant</u> Funding Source <u>City of Eden Prairie</u> Funding Source <u>Lower Minnesota River Watershed District (LMRWD)</u> Describe the status of the matching funds: The LMRWD was awarded State of Minnesota Capital Grant funds in May 2023, as part of the 2023 legislative session and those funds will be available on July 1, 2023. The City of Eden Prairie has allocated funds for this project as part of their Local Water Management Plan (Stormwater Capital Improvement Projects [CIP]) adopted in December 2020. The Eden Prairie CIP funds are available for the years of 2023-2025. The LMRWD intends to cover all remaining project costs through watershed statutory means available through 103B, D and 8410.	<u>\$2,750,000</u> <u>\$500,000</u> <u>\$2,678,691</u>

7. APPLICATION CERTIFICATION:

I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THE INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT AND THAT I AM THE LEGALLY AUTHORIZED SIGNATORY OR DESIGNEE FOR THE SUBMITTAL OF THIS INFORMATION ON BEHALF OF THE APPLICANT.	
Linda Loomis	
Printed Name	Signature
Adminsitrator	July 20, 2023
Title	Date

Part 2

Natural Resources Opportunity Grant Program

This is the portion of the grant application the evaluation panel will use to provide an adjectival rating for the application. Each question identifies criteria the panel will use to evaluate the application. Criteria are provided in no particular order.

EXECUTIVE SUMMARY

Summarize the overall project, the associated water quality problem, and how the project will address or solve the problem. (Limit your answer to 250 words or less).

Area 3 is located on the north bank of the Minnesota River in the City of Eden Prairie (City), approximately 19.6 miles upstream of the river's confluence with the Mississippi River. The underlying soils and groundwater seeps inherent to the area combined with residential development and erosive flows from the Minnesota River have destabilized the slope and resulted in continued erosion since at least 2008. There is also a City stormwater pond located downstream of the area that is exacerbating the natural erosion processes of the river by pushing the river meander towards Area 3 and causing further instability. Geotechnical experts have warned the LRMWD that the slope could fail due to the nature of the soils in Area 3 and potentially impact homes on top of the bluff. Bluff erosion has also led to sediment loading to the river and aquatic and terrestrial habitat degradation. The primary objective for this project is to provide sustainable bluff toe protection through the construction of a launchable riprap toe and floodplain barrier trench, while decommissioning the City's stormwater pond and protecting the storm sewer outfall with riprap. These steps

1. SCOPE OF WORK

Evaluation Criteria
Project description is clear and concise, scope is feasible
Project tasks, and level of effort to complete them, are clearly described
Deliverables and timeline are clearly defined. Timeline within 3-year grant period.
Project is feasible as proposed with resources (people, money, etc.) outlined in the scope of work
The purpose meets defined shared goals of county and project partners

Reviewers provide favorable ratings for scopes of work that thoroughly meet the evaluation criteria and that directly address one or more natural resource management problems/needs. The scope must demonstrate an understanding of the work required to fully implement and complete the project.

Using the area below, please provide:

- A detailed scope of work for the project that includes clearly defined tasks, deliverables, timelines, and purpose.
 - Describe the intended results (what is the benefit?).
 - Be specific, clear, and concise.
 - Describe the project area and provide supporting map(s) and relevant diagrams and/or pictures.

Part 2

Natural Resources Opportunity Grant Program

Area 3 is located on the steep bluff lands adjacent to the Minnesota River, south of the intersection of Pioneer Trail and Flying Cloud Drive in Eden Prairie, MN (Attachment 1). The bluff is approximately 700 feet long and 60 feet high. The slope has been continuously destabilized by several factors, including increased runoff from neighboring development, groundwater seeps, erosive flows from the Minnesota River, and a downstream stormwater pond that is preventing the river's natural meander migration. Attachment 2 includes a variety of drone images of the bluff and stormwater outlet/pond. **The proposed project aims to limit fluvial erosion on the bluff toe to reduce the discharge of sediment to the Minnesota River and help address the Minnesota River's Total Maximum Daily Load (TMDL). By stabilizing the riverbank, the project will simultaneously protect adjacent properties and prevent further habitat degradation in the area.** To accomplish these goals, the LMRWD retained Inter-Fluve, Inc (IF) in 2021 to assess project alternatives and complete the project design. Based on IF's alternative assessment, the following project components were recommended and have undergone 60% design:

- A buried and vegetated launchable riprap toe to limit scour and bluff toe erosion and to improve aesthetics;
- Floodplain barrier trench to limit potential flanking of rock treatments, protect the City's stormwater pipe outfall, and limit meander by Area 3;
- Remove failed bank stabilization measures at the decommissioned stormwater pond and allow the meander bend to naturally migrate downstream over time; and
- Reconfigure the stormwater pipe outfall to safely convey water from the pipe outlet to the Minnesota River through a riprap plunge pool and channel.

Although initial investigation of Area 3 began in 2010, this grant application references the design work that began in 2021. Funding for project design through 90% (Task 1) has been secured and design work through 60% has already been completed. We are seeking funding support from Hennepin County to complete the 100% design plans (Task 2). Additional funding allows the LMRWD to focus other secured funds on construction. Below are the major tasks and deliverables for this project and their anticipated completion date.

Task 1 - Project Design through 90%

Task 1.1 Alternative Review and Validation (Completed June 2021)

This task included a review of available existing data, identification of data gaps, and field data collection for a review of site alternatives and recommendations. Deliverables for this task included:

- Technical memorandum to capture outcome of site review, alternatives evaluation, and recommendations (Attachment 3, Appendix A)

Task 1.2 Preliminary Design – 60% Design (Completed January 2023)

This included design of recommended treatments, HEC-RAS modeling of existing and proposed conditions, design plans, a technical design memorandum, engineer's opinion of cost, and a permit matrix with estimated timelines and submittal needs. The deliverables for this task included the following:

- Technical design memorandum (Attachment 3)
- 60% design plans (Attachment 3, Appendix B)
- Engineer's opinion of estimated construction cost (Attachment 3, Appendix C)
- Permit matrix document (Attachment 4)
- Hydraulic modeling (Attachment 3, Appendix E)

Task 1.3 Final Design – 90% Design (To be completed fall 2023)

This task includes the development of a 90% construction document plan set, an engineer's opinion of estimated construction costs, specifications, an updated technical memorandum to capture the final design decisions and analysis, and updated permit matrix. The deliverables for this task include the following:

- 90% design plans
- Updated materials from Task 1.2

Task 1.4 Permitting (Final permits will be secured after 100% design is complete)

This task includes pre-permit meetings with relevant agencies using the 60% design plans, which have been completed. Permits will likely be needed from the Minnesota Department of Natural Resources (MnDNR), US Army Corps of

Part 2

Natural Resources Opportunity Grant Program

Engineers (USACE), LMRWD, City of Eden Prairie, Minnesota Pollution Control Agency (MPCA), and Minnesota State Historic Preservation Office (SHPO). A wetland delineation, threatened and endangered species review, and cultural resources review are also included in this task, all of which are currently underway.

Draft permit applications will be submitted to the appropriate agencies and comments will be incorporated into the 90% design package. The deliverables for this task include the following:

- Draft and Final permit applications
- Wetland Delineation Report
- Threatened and Endangered Species Review/Report
- Cultural Resources Review/Report

Task 2 - 100% Project Design

Task 2.1 Bid Documentation and 100% Construction Plans (To be completed winter 2023 - 2024)

This task includes completion of the design based on the 90% plans, development of final construction plans, final engineer's opinion of estimated construction cost, specifications, and updated design report. The deliverables for this task include the following:

- 100% plans
- Updated engineer's opinion of estimated construction cost
- Updated specifications
- Final design report

Task 2.2 Construction Administration (Begin construction winter/spring 2024)

This task includes contract award, construction administration, and project closeout tasks such as final inspection, as-built survey, and warranty inspection and follow-up. The deliverables for this task include the following:

- Contract documents
- As-built survey

Task 3: Land Acquisition (To be completed winter 2023-2024, prior to construction)

This task includes purchasing private property and obtaining appropriate easements for construction of the project. The deliverables for this task include the following:

- A purchase agreement
- Updated survey plat
- Easement documentation

Task 4 - Construction (Begin construction winter/spring 2024)

Task 4.1 Stormwater Pond Grading

This task includes removing failed bank stabilization measures near the City stormwater pond. Slopes will be regraded, vegetated, and stabilized with nonwoven coir blanket.

Task 4.2 Floodplain Barrier Trench Construction

This task includes the construction of the floodplain barrier trench. Minnesota Department of Transportation (MnDOT) Class II riprap gradation will be used.

Task 4.3 Storm Sewer Outlet Protection

This task includes construction of a riprap plunge pool and outlet channel that is integrated into the floodplain barrier trench to dissipate energy.

Task 4.4 Launchable Riprap Toe Construction

This task includes the construction of the large-scale launchable riprap toe along the bluff toe area. The riprap will be placed below grade, covered by excavated bank materials, and seeded. The launchable riprap toe was designed using 100-year flood peak flows, with a safety factor of 1.3, and will use MnDOT Class II riprap.

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2. PROPOSED BUDGET

Evaluation Criteria
Complete project budget is consistent with the scope of work and estimates are clear and reasonable.
Project attempts to leverage other, and preferably several, local, state, or federal resources.
The project budget represents a good value for the work and natural resource benefit achieved.

Reviewers provide favorable ratings for cost-effective projects, with accurate cost estimates, which can equitably leverage multiple funding sources. The application should have a complete, reasonable budget that is consistent with the tasks described in the scope of work.

Using the areas below, please provide:

- A budget for the project including total cost for the project broken down into tasks.
 - i. Additional lines may be added to the Proposed Project Budget table if necessary.
 - ii. Applicants may instead provide a separate budget if a more detailed one is available.
- Identify the match sources and their status.

Proposed Project Budget	
Task Elements	Total Project Cost
1. Task 1. Project Design through 90%	\$ 273,009
2. Task 2. 100% Project Design	\$ 117,000
3. Task 3. Land Acquisition	\$ 38,682
4. Task 4. Construction	\$ 5,500,000
Total costs needed to complete:	\$ 5,928,691

****See Attachment 5 for a detailed budget for Task's 2 and 4. Because Task 1 and Task 3 are currently underway and have been ongoing over several years, a detailed cost breakdown was not included for these Tasks.**

In addition to the proposed budget above, please provide the following information:

Total Project Cost	\$ <u>5,928,691</u>
Natural Resources Opportunity Grant request	\$ <u>50,000</u>

Match sources:

List other funding sources and amounts, including local cash matching funds

Funding Source: <u>State of MN Capital Grant</u>	\$ <u>2,750,000</u>
Funding Source: <u>City of Eden Prairie</u>	\$ <u>500,000</u>
Funding Source: <u>LMRWD</u>	\$ <u>2,678,691</u>

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Describe the status (secured or unsecured) of matching funds:

The State of Minnesota Capital Grant funds are secured and available for use as of July 1, 2023. The City of Eden Prairie funds are secured and budgeted in their Local Water Management Plan.

Lower Minnesota River Watershed District funds are secured through watershed statutory means available to them through 103B. D and 8410.

3. PROJECT NEED AND BENEFIT

Evaluation Criteria
Severity of the problem/need is well documented.
Project will achieve substantial natural resources benefits, including (but not limited to) erosion prevention, pollutant (e.g., sediment, phosphorus) runoff reduction, wildlife habitat protected or restored, or climate impacts mitigated for.
Project success has been measured, and proposed methods to measure success are reasonable.
The Project provides long-term sustainability of natural resource benefits (e.g. operation and maintenance, long-term follow-up, natural resources management), and/or identifies additional projects to address specific problems area(s).
Project provides significant community benefit, such as creating a community amenity, addressing socioeconomic or racial disparities, or addressing inequities and environmental justice needs.

Reviewers provide favorable ratings for projects that address one or more documented severe natural resource problems and/or needs over the project lifetime. Projects with measurable improvements receive more favorable ratings than those with unclear or vague benefits. Reviewers will consider the actual benefit, the level of implementation, and the severity of the problem. Reviewers will consider only changes that can be achieved by the proposed scope of work within available budget.

Using the area below, please provide:

- A detailed description of the severity of the problem or need to be addressed by the project.
 - Include how the problem has been documented in a plan or assessment (e.g., Total Maximum Daily Load (TMDL) study, watershed organization or city plan, or presence on Minnesota's 303(d) impairment list).
 - Describe how the problem will be addressed by the project and how success will be measured.
 - Describe any anticipated community benefits.

The Area 3 bluff slope has been eroding into the Minnesota River for at least 15 years. Slope erosion contributes sediment to the Minnesota River while slope failure threatens surrounding City and private property. A bathymetric survey of upstream areas, completed in 2020, shows evidence of scouring, channel deepening, and continued significant erosion since previous surveys conducted in 2009 (Attachment 6). Based on this bathymetric survey, erosion at Area 3 is estimated to contribute 5,000 tons of sediment to the Minnesota River each year. Bathymetric surveys completed in 2021 and 2022 show continued channel movement, scour, and aggradation within the project area (Attachment 7).

Without stabilization, erosion of the steep bluff will continue contributing sediment to the Minnesota River and threatening private properties and city infrastructure. Due to the continued severity of the erosion, the Area 3 project is listed in the LMRWD Water Management Plan Implementation Program and the Eden Prairie Local Water Management Plan identified as the Minnesota Riverbank Stabilization Project. This

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The proposed project will address the erosion issue by implementing the project components described in the Scope of Work to stabilize the Area 3 bluff. The technical design memorandum for the project is included as Attachment 4 in addition to the 60% design plans and provides additional detail on the project components.

Success of the project will be measured through visual observation of reduction in erosion and establishment of vegetation near the Area 3 bluff. A maintenance easement will allow for future maintenance of the project if needed; however, the proposed design is a self-sustainable and resilient system where maintenance is not anticipated. We expect to see natural downstream meander migration, and eventual launching of the riprap toe, however, the timeline for this is unknown.

Community benefits include protection of private property, City infrastructure, and restoration of degraded habitat along the bluff, while also preventing further destruction of habitat due to erosion. Reducing sediment load into the river will improve water quality for aquatic species including two endangered mussel species, while providing progress toward state water quality standards.

The project aligns with all of the major goals within the Hennepin County's Natural Resources Strategic Plan, providing an exciting opportunity for a large-scale natural landscape restoration in a high-visibility area (goals 2 and 4). The proactive approach to stabilize a steep bluff along the Minnesota River will improve water quality in a resource that struggles with sediment loading (Goal 1), allowing the County to invest in a lasting solution to maintain the river valley and its bluffs. Finally, this forward-thinking collaboration has gained state funding support to provide a multi-benefit solution, allowing Hennepin County to foster an effective partnership (Goal 5) to provide critical improvements to both resident and natural habitat.

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4. PROJECT TEAM

Evaluation Criteria
Team members are all listed, with roles and responsibilities that are well defined and expected contributions to the project are adequate for the scope of work.
Team members' qualifications and past experiences are relevant.

Reviewers provide ratings based on skills, qualifications, and experience of the project team members.

Using the area below, please provide:

- List contact information for the partners, staff, and volunteers who will implement the project as outlined in the scope of work.
- Briefly describe their relevant skills, qualifications, past experiences, and expected contributions for this project (*do NOT submit resumes*).

Lower Minnesota River Watershed District (LMRWD) – The LMRWD, if awarded funds, will be the project grantee and oversee administration of the project.

Linda Loomis – District Administrator and Project Advisor

Email: naiadconsulting@gmail.com

Linda has served as the District Administrator since 2013, managing the diverse natural resources in the southwest metro watershed district. Working between the Board of Managers and the watershed district consulting staff, she drives project implementation guided by the LMRWD Watershed Management Plan. Under Linda's direction, the LMRWD leads a robust permitting program, capital improvement projects, channel maintenance, stormwater management, and education and outreach program. A few of Linda's recent project examples include:

- Administrator for the East Chaska Creek Bank Stabilization project in Chaska, MN
- Administrator for the Seminary Fen Ravine Restoration and Stabilization in Chaska, MN
- Administrator for the Spring Creek Sites 1&2 Bank Stabilization projects in Carver, MN

Young Environmental Consulting Group (Young Environmental) – Young Environmental is the District Engineer for the LMRWD and will help oversee administration and execution of the project.

Hannah LeClaire, PE – LMRWD Project Manager

Email: hannah@youngecg.com

Hannah is a water resources professional engineer with 8 years of experience in water resources design and modeling. She specializes in ecological, habitat, and stream restoration projects that provide sustainable solutions for both natural systems and systems affected by human activities. She brings a wealth of knowledge and experience in civil design and project management to ensure projects are successful—from planning and funding to design and construction. As project manager, Hannah will act as the primary coordinator to guide project stakeholders, partners, and consultants seamlessly through the project and ensure the project goals are being met while maintaining the project timeline.

Hannah's Project Experience:

- Project Engineer for the Roseau River Restoration project in Roseau County, MN
- Project Engineer for Upper Buffalo River Restoration project in Becker County, MN
- Design Engineer and Hydraulic Modeler for Lower Otter Tail River Restoration project in Wilkin County, MN

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Meghan Litsey, CPESC – Senior Regulatory/ Permitting Analyst
Email: meghan@youngecg.com

Meghan is a senior water resources planner with 10 years of experience in water and natural resources, stormwater management, and erosion and sediment control. Meghan has worked on large and complex construction projects, performing as a compliance manager to facilitate environmental permitting and documentation, regulatory agency coordination, and training and education. Meghan will lead the environmental permitting for Area 3, which is essential to the project's success. She will ensure that the appropriate permits are secured in a timely manner to avoid project delays.

Meghan's Project Experience:

- Permitting Coordinator for the Gold Line Bus Rapid Transit project in Saint Paul, MN
- Permitting Coordinator for the Purple Line Bus Rapid Transit project in Saint. Paul, MN
- Environmental Compliance Manager for I-94 Maple Grove to Rogers Design-Build project by the MnDOT Metro District

Inter-Fluve, Inc (IF) – IF has been retained by the LMRWD for completion of the 100% design and bidding documents.

Jonathon Kusa, PE – Design Principal in Charge, Engineer on Record
Email: jkusa@interfluve.com

Jonathon is a professional engineer with more than 22 years of experience. He brings a well-rounded technical background in erosion control, river restoration, and hydrologic and hydraulic modeling. His recent experience both locally and nationally on similar work will help guide the design team through analysis, design, and permitting.

Jonathon's Project Experience:

- Minnesota Riverbank Stabilization project in LeSeuer, MN
- Sand Creek Bluff Toe Stabilization and Sediment Reduction project in Jordan, MN
- Big Sioux Streambank Stabilization project in Sioux Falls, SD

Maren Hancock, PE – Design Project Manager
Email: mhancock@interfluve.com

Maren is a water resources professional engineer with 8 years of experience. She brings experience in designing and providing construction oversight for riverbank stabilization projects across the Midwest. Maren is detail-oriented and will provide leadership on the consultant team to ensure positive project outcomes.

Maren's Project Experience:

- Sand Creek Bluff Toe Stabilization and Sediment Reduction project in Jordan, MN
- Big Sioux Streambank Stabilization project in Sioux Falls, SD
- Kenilworth Channel Stabilization project in Minneapolis MN

Nick Jordan, EIT – Design Engineer-in-Training
Email: njordan@interfluve.com

Nick is an engineer-in-training with 4 years of experience. He will support the project in several aspects including surveys, final design, and construction oversight. He has a background in geotechnical engineering and river science.

Nick's Project Experience:

- Kenilworth Channel Stabilization project in Minneapolis, MN
- Colonial Park Ravine Stabilization and Wetland Enhancement project in Racine, WI
- Lyons Park Creek Bank Erosion project in Milwaukee, WI

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Sean Morrison – Geomorphologist and Permitting
Email: smorrison@interfluve.com

Sean is a geomorphologist, supporting project geomorphology, data collection, and permitting assessment as well as collecting essential drone imagery for the project. He has 3 years of experience in geomorphic assessment of urban watersheds, bank and bluff-toe stabilization, and other natural resource services.

Sean's Project Experience:

- Big Sioux Streambank Stabilization project in Sioux Falls, SD
- Kenilworth Channel Stabilization project in Minneapolis, MN
- Thornberry Creek Fluvial Geomorphic Assessment project in Hobart, WI

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5. PROJECT DEVELOPMENT PROCESS/ LOCAL COMMITMENT

Evaluation Criteria
A comprehensive decision-making process was used to arrive at the proposed project.
The level of local support and commitments from project partners is documented
A collaborative process will be implemented to execute the project.

Reviewers provide favorable ratings for projects that demonstrate a clear path from project idea to implementation and that have actively engaged each of the necessary partners and other stakeholders to reasonably anticipate success. Provide documentation as appropriate.

Using the area below, please provide:

- Describe the decision-making process used to select the project (i.e. why was this project chosen over other solutions).
- List where the proposed project is identified as a priority by a local, state, or federal unit of government that manages natural resources (e.g., state approved watershed management plan).
- Describe how you have involved and fostered local, regional, and statewide partnerships for the success of the project.

Decision Making Process

Erosion at Area 3 was discovered during a joint study by the LMRWD and the City in 2008. The LMRWD has continually been increasing its focus on steep slope protection through the development of Rule F – Steep Slopes and the Steep Slopes Overlay District, which limits development and stormwater management on and around steep slopes. Due to the bluff's proximity to residential development and City infrastructure, there was increased concern over the unpredictability of the potential slope failure. As such, the Area 3 project was highlighted as a priority by both the LMRWD and Eden Prairie.

Several studies were conducted from 2009 to 2020 to monitor the slope and determine potential solutions; however, the current project design work began in 2021 when Inter-Fluve, Inc (IF) was retained to conduct an alternatives analysis and produce recommendation solutions. The alternatives analysis was done for seven alternatives, including recommended alternatives from previous studies. Due to site and technology constraints, IF only pursued three alternatives: (1) a large-scale rock toe stabilization, (2) localized rock and bioengineering toe stabilization, and (3) no action with monitoring. In all scenarios, it was recommended that the City stormwater pond be decommissioned. Following bathymetric and topographic surveys conducted in May 2021, IF recommended Alternatives 1 or 3. The LMRWD chose Alternative 1 (project components described in the Scope of Work section as well as the 60% technical design memorandum) to address sedimentation to the Minnesota River while proactively protecting private residences and City stormwater infrastructure.

Local Commitment and Involvement

The LMRWD and City have partnered throughout the life of the project beginning in 2008. The City has identified the project as a priority in the Eden Prairie Local Water Management Plan as the Minnesota Riverbank Stabilization project and lists the project on their Water Quality Planning webpage. The LMRWD and Eden Prairie have jointly held numerous neighborhood meetings to keep property owners up to date on project progress and to build local support. To move the project forward, Eden Prairie pursued the decommissioning of the City stormwater pond near Area 3 with the MPCA. The City has also proactively budgeted \$500,000 for the Area 3 project as part of their Local Water Management Plan (Stormwater Capital Improvement Projects) adopted in December 2020.

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As the project approaches construction, the LMRWD has successfully pursued state funding, and the project now has monetary support from the state, city, and watershed district level. This is a larger, more complex problem than either the LMRWD or the City can tackle individually. Funding and support from multiple sources will help to ensure this large-scale construction project can be completed.

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6. READINESS TO PROCEED

Evaluation Criteria
Project elements are in place for the project to proceed and documentation is provided (e.g. planning, design, and permits).
Necessary stakeholders are either on project team or have provided sufficient support for project to move forward expediently.

Reviewers provide ratings based on how soon a project can begin construction and how efficiently the project can proceed to completion, especially through early stages. A project does not need to begin immediately after the grant award, but must begin soon enough that the project can complete well within the grant agreement period.

Using the area below, please provide:

- Describe the steps you have taken to coordinate partners and activities that would allow the project to proceed immediately after grant award. Provide information and documentation on project elements such as status of designs, permits, cross- or inter-agency agreements, landowner agreements, easements, other secured funding, and staff or agency approvals.

Stakeholders for the project include the LMRWD, Eden Prairie, and nearby landowners. The LMRWD has coordinated with the City at each step of the bank stabilization project, and the City has shown its support through sharing data and information, coordinating with the MPCA, and providing essential funds. Existing City right-of-way and maintenance easement covers approximately 50% of the project area, while the other 50% of the project area is privately owned. The LMRWD is currently in discussions with the property owner about purchasing their land for construction of the launchable riprap toe (Task 3.1). The private landowners realize that there is little developable land on the bluff and have shown interest in selling and they have retained a realtor to represent them in the sale of the property. The LMRWD will continue discussions with the landowner as the project develops.

After the project alternative was selected, a permit matrix was developed to support the design process (Attachment 5). Preliminary discussions with the appropriate permitting agencies have already occurred and we are in the process of developing the wetland delineation report, threatened and endangered species report, and cultural resources report (Task 1.4). These reports are essential to the permit applications that will be submitted closer to the 90% and 100% plan completion.

The LMRWD is currently providing funds for completion of the 90% design plans (Task 1), which are anticipated to be completed in the fall of 2023. The wetland delineation report, threatened and endangered species review and cultural resources review are also scheduled to be completed in this timeframe, which will allow us to proceed with draft permit applications that will be ready for submittal upon completion of the 100% construction plans. We are requesting funds from Hennepin County for completion of the 100% Project Design which includes development of the 100% construction plans and bid documents (Task 2). Construction funds have been secured through the State of Minnesota Capital Grant and the City. The LMRWD plans to cover the remaining construction costs, which will ensure the project is shovel-ready after 100% design is complete and permits are secure



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Attachment 1: Area 3 Slope Stabilization Project Location



LEGEND

- Approximate Area 3 Riverbank Stabilization Extents
- Approximate Area of Erosion
- Hennepin Co. Parcel Data
- Hennepin Co. 2-ft Contours
- Public Waters
- Public Waterbodies
- LMRWD Boundary

LMRWD Watershed Location Map



Young Environmental Consulting
Group, LLC

ATTACHMENT B

Contract No: PR00005653

**Hennepin County – Department of Environment and Energy (HCDEE)
COST - SHARE VOUCHER & PRACTICE CERTIFICATION FORM**

A. PAYEE INFORMATION <input type="checkbox"/> Check if name or address change	B. PROJECT INFORMATION		
Name:	I.D. Number:		
Address:	HCDEE Program: Good Steward Natural Resource Grant		
City, State, & Zip Code:	Practice Type (one only)	Practice Area(s)	Acres Completed:

C. COST INFORMATION	<i>Basis of Request</i>		<i>Type of Request</i>	<i>Completion Date:</i>
	<input type="checkbox"/> Installation	<input type="checkbox"/> Establishment <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Partial <input type="checkbox"/> Final	

R/I	ITEM	QUANTITY	UNIT	UNIT PRICE	COST

R - Received Item/Invoiced Item I - In - Kind Contribution (attach additional sheets as necessary)	Total
--	--------------

I certify that this is an accurate and true summation of the actual costs and quantities of material, labor, and equipment used on the above project. In cases where the receipts included items not used on the project, I have corrected them accordingly.

_____ (Payee Signature)	_____ (Date)
-------------------------	--------------

D. PAYMENT INFORMATION	EASEMENT PROGRAMS {(c) cannot exceed (a) - (b)}	
TOTAL COST OF PRACTICE <input type="text"/>	(from above)	(a) Maximum Payment Allowed <input type="text"/>
Program Cost-share Payment: <input type="text"/>	[from box (c)]	(b) Total of Previous Payments: <input type="text"/>
OTHER FUNDING SOURCES (please identify source)	(c) Cost -Share Payment Requested	<input type="text"/>
-		
-		
-		
-		
LAND OWNER/LAND OCCUPIER COST: <input type="text"/>	(b) Other public funds _____ %	<input type="text"/>
	(c) HCDEE Share _____ %	<input type="text"/>

(Attach additional sheets as necessary)

E. HCDEE CERTIFICATION	
I certify that an inspection has been performed and that the items identified in part C have been completed and are in accordance with the required practice standards and specifications.	I certify that I have reviewed this voucher and all supporting information and that to the best of my knowledge and belief, the quantities and billed costs or disbursements are accurate and are in accordance with terms of the program identified.
_____ (HCDEE Technical Representative)	_____ (Authorized HCDEE Representative)
_____ (Date)	_____ (Date)