

Please note the meeting will be held at the Carver County Government Center on the Wednesday, January 15, 2020



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Lower Minnesota River Watershed District

7:00 PM

Wednesday, January 15, 2020

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 minutes 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 November 20, 2019 and December 18, 2019 Regular Meetings</p> <p>B. Receive and file December 2019 Financial reports</p> <p>C. Approval of Invoices for payment</p> <ul style="list-style-type: none"> i. Frenette Legislative Advisors - for November 2019 lobbying services ii. Daniel Hron - for December 2019 office rent iii. Metro Sales, Inc. - for maintenance contract on copier iv. Scott County Soil & Water Conservation District - 2nd & 3rd 2019 quarter monitoring expenses v. US Bank Equipment Finance - for December copier lease payment vi. Frenette Legislative Advisors - for December 2019 lobbying services vii. Rinke Noonan Attorneys at Law - November 2019 legal services viii. Naiad Consulting, LLC - October 2019 administrative services & expenses ix. Young Environmental Consulting Group, LLC - November 2019 technical services <p>D. Designation of 2020 official newspaper</p> <p>E. Designation of Data Practices Compliance Official</p> <p>F. Order Preparation of 2019 Annual Report</p>

	<p>G. Authorize solicitation for proposals for legal, technical and professional consultant services</p> <p>H. Authorize execution of agreement with Dakota County SWCD for 2020 monitoring services</p>
5. New Business/ Presentations	No new business
6. Old Business	<p>A. Remote meeting participation - no new information to report</p> <p>B. Dredge Management</p> <p> i. Funding for dredge material management</p> <p> ii. Vernon Avenue Dredge Material Management site</p> <p> iii. Private Dredge Material Placement</p> <p>C. Watershed Management Plan</p> <p>D. 2020 Legislative Action</p> <p>E. Education & Outreach - no new information to report</p> <p>F. LMRWD Projects - See Administrator Report for project updates <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i></p> <p> i. East Chaska Creek Stream Bank Stabilization</p> <p> ii. Seminary Fen Restoration Area C-2</p> <p>G. Project Reviews - See Administrator Report for project updates <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i></p> <p>H. MPCA Soil Reference Values - No new information since last update</p>
7. Communications	<p>A. Administrator Report</p> <p>B. President</p> <p>C. Managers</p> <p>D. Committees</p> <p>E. Legal Counsel</p> <p>F. Engineer</p>
8. Adjourn	Next meeting of the LMRWD Board of Managers is Wednesday, February 19, 2020

Upcoming meetings/Events

- Upper Mississippi Waterway Association - Thursday, January 16, 2020, 4:30 to 6:30pm, Lilydale Pool & Yacht Club
- Metro MAWD - Tuesday, January 21, 2020, 7:00 - 9:00pm, Capitol Region WD 595 Aldine Street, St. Paul
- [Watershed Specialist Training](#) - Jan 21-May 3 2020, MN Water Resources Center, Online
- [MAWD Legislative Reception & Day at the Capitol](#) - March 18 & 19, 2020, Doubletree Hotel, St. Paul

For Information Only

- WCA Notices
 - City of Savage - Notice of Decision - LMRWD, applicant; LMRWD Dredge site
- DNR Public Waters Work permits
 - City of Bloomington - Ford Pond, 111th Street & Nesbitt Avenue, Pond & Storm Sewer Maintenance
- DNR Water Appropriation permits
 - City of Shakopee - Quarry Lake draw down- permit terminated

Future Manager Agenda Items list

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Future TAC Agenda Items List

- LMRWD Vegetation Management Plan
- LMRWD monitoring plan

Item 4.B.
LMRWD 1-15-20

BEGINNING BALANCE	30-Nov-19	\$ 1,849,260.08
ADD:		
General Fund Revenue:		
Tax receipts Carver County		\$ 22,300.44
Tax receipts Dakota County		\$ 33,791.57
Tax receipts Hennepin County		\$ 131,242.14
Tax receipts Scott County		\$ 325,506.16
Market Value Tax Credit		\$ 24.65
Misc. RePayments in Lieu		\$ 1,151.40
		\$ 514,016.36
	Total Revenue and Transfers In	\$ 514,016.36
DEDUCT:		
Warrants:		
420300 Frenette Legislative Advisors	November 2019 lobbying services	\$ 1,666.67
420306 Daniel Hron	December 2019 office rent	\$ 650.00
420319 Metro Sales, Inc.	Payment on copier service contract	\$ 84.28
420337 Scott County SWCD	Q2 &3 Scott Co. monitoring services	\$ 15,985.06
420346 US Bank Equipment Finance	December copier payment	\$ 168.10
420774 Frenette Legislative Advisors	December 2019 lobbying services	\$ 1,666.67
420807 Rinke Noonan Attorneys at Law	November 2019 legal fees	\$ 1,610.50
100011185 Naiad Consulting, LLC	Oct. 2019 admin service & expenses	\$ 11,749.56
100011406 Young Environmental Consulting	November 2019 Technical services	\$ 36,534.88
Journal Entry Carver County Finance Dept.	2019 Q4 Financial Services	\$ 1,251.60
		\$ 71,367.32
	Total Warrants/Reductions	\$ 71,367.32
ENDING BALANCE	31-Dec-19	<u><u>\$ 2,291,909.12</u></u>

EXPENDITURES	2019 Budget	December Actual	YTD 2019	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 19,241.26	\$ 219,864.37	\$ (30,135.63)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ -	\$ -	\$ 4,026.80	\$ 4,026.80
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
USGS Sediment & Flow Monitoring	\$ 19,700.00	\$ -	\$ 19,788.00	\$ 88.00
Ravine Stabilization at Seminary Fen in Chaska	\$ -	\$ -	\$ 110,400.00	\$ 110,400.00
509 Plan Budget				
<i>Resource Plan Implementation</i>				
TH 101 Shakopee Ravine	\$ -	\$ -	\$ 402.97	\$ 402.97
Assumption Creek Hydrology Restoration	\$ 30,000.00	\$ -	\$ -	\$ (30,000.00)
Carver Creek Restoration	\$ 80,000.00	\$ -	\$ -	\$ (80,000.00)
Groundwater Screening Tool Model	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Eagle Creek (East Branch) Project	\$ 10,000.00	\$ -	\$ -	\$ (10,000.00)
Minnesota River Floodplain Model Feasibility Study	\$ 30,000.00	\$ -	\$ -	\$ (30,000.00)
Schroeder Acres Park Stormwater Mgmt Project	\$ 39,555.00	\$ -	\$ -	\$ (39,555.00)
PLOC Realignment/Wetland Restoration	\$ 71,727.00	\$ -	\$ -	\$ (71,727.00)
Spring Creek Project	\$ 45,000.00	\$ -	\$ 4,543.78	\$ (40,456.22)
West Chaska Creek	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Sustainable Lakes Management Plan (Trout Lakes)	\$ 50,000.00	\$ 17,554.65	\$ 22,479.65	\$ (27,520.35)
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ 88,771.08	\$ 88,771.08
Paleolimnology Study (Floodplain Lakes)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 25,000.00	\$ 1,726.95	\$ 63,342.00	\$ 38,342.00
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
East Chaska Creek Bank Stabilization Project	\$ 50,000.00	\$ 4,779.70	\$ 30,970.55	\$ (19,029.45)
East Chaska Creek Treatment Wetland Project	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Minnesota River Sediment Reduction Strategy	\$ 25,000.00	\$ -	\$ -	\$ (25,000.00)
Seminary Fen - gap analysis	\$ -	\$ -	\$ -	\$ -
Data Assessments and Program Review	\$ -	\$ -	\$ -	\$ -
Dakota County groundwater modeling	\$ -	\$ -	\$ -	\$ -
Riley Creek Cooperative Project	\$ -	\$ -	\$ 52,027.65	\$ 52,027.65
Local Water Management Plan reviews	\$ 12,000.00	\$ -	\$ 2,410.70	\$ (9,589.30)
Project Reviews	\$ 20,000.00	\$ 2,347.25	\$ 52,027.65	\$ 32,027.65
<i>Monitoring</i>	\$ 65,000.00	\$ 10,959.62	\$ 27,200.25	\$ (37,799.75)
<i>Monitoring Data Analysis</i>			\$ -	
<i>Technical Assistance</i>			\$ -	
<i>Watershed Management Plan</i>			\$ -	
Rule Drafting	\$ 25,000.00	\$ 627.00	\$ 23,622.62	\$ (1,377.38)
Plan Amendment	\$ -	\$ -	\$ -	\$ -
Vegetation Management Standard/Plan	\$ 50,000.00	\$ -	\$ 6,456.10	\$ (43,543.90)
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00	\$ 4,099.44	\$ 4,533.55	\$ (25,466.45)
<i>Cost Share Program</i>	\$ 20,000.00	\$ 250.00	\$ -	\$ (20,000.00)
				\$ -
Nine Foot Channel				\$ -
Transfer from General Fund	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ 9,781.45	\$ 144,348.74	\$ (95,651.26)
Total:	\$ 1,417,982.00	\$ 71,367.32	\$ 892,887.65	\$ (445,094.35)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, January 15, 2020

Agenda Item

Item 4. D. - Designation of Official Newspaper

Prepared By

Linda Loomis, Administrator

Summary

In accordance with MN Statutes, the LMRWD must designate a newspaper of general circulation in each county, as the general newspaper in which all hearing notices, advertising for bids, etc. are required to be published.

Since 2016, the LMRWD has used the Star Tribune as its official newspaper. Staff would recommend this designation again for 2020.

Attachments

None

Recommended Action

Motion to designate the Minneapolis Star Tribune as the official newspaper for the LMRWD in 2018



LOWER MINNESOTA RIVER WATERSHED DISTRICT

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Agenda Item

Item 4. E. - Designation of Data Practices Compliance Official

Prepared By

Linda Loomis, Administrator

Summary

In accordance with MN Statutes and the LMRWD's Data Practices Policy, the Managers should annually designate a Data Practice Compliance Official, who is responsible to respond to public requests for LMRWD Data.

In the past the LMRWD Administrator has served as the Data Practices Compliance Official. Staff recommends the Board again designate the Administrator as the Data Practices Compliance Official.

Attachments

None

Recommended Action

Motion to designate the LMRWD Administrator as the Data Practices Compliance Official



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, January 15, 2020

Agenda Item

Item 4. F. - Order preparation of the 2019 Annual Report

Prepared By

Linda Loomis, Administrator

Summary

Minnesota Statute 103D.351 and rule 8410.0150 requires the preparation of a yearly report, transmitted to the Board of Water and Soil Resources within 120 days of the end of the District's fiscal year. Managers should direct the Administrator to prepare the 2019 Annual Report.

The Annual Report will be simplified as per the recommendation by legal counsel at the November 2019 Board meeting.

Attachments

None

Recommended Action

Motion to authorize the preparation of the 2019 Annual Report



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, January 15, 2020

Agenda Item

Item 4. G. - Request authorization to advertise for Engineering, Legal Services and Education & Outreach Coordinator

Prepared By

Linda Loomis, Administrator

Summary

In accordance with MN Statutes 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. It has been two years since the LMRWD advertised for proposals.

In addition, in 2018, the LMRWD advertised for a consultant to manage education and outreach for the District.

Attachments

Draft request for proposals and qualifications

Recommended Action

Authorize staff to prepare and publish advertisement for engineering, legal and education & outreach services

**Pursuant to MSA 103B.227, Subdivision 5, Lower Minnesota River
Watershed District hereby solicits proposals for an Engineering
Consultant, a Legal Consultant and a consultant to provide
Education & Outreach services.**

PUBLIC NOTICE
OF
LOWER MINNESOTA RIVER WATERSHED DISTRICT
REQUEST FOR PROPOSALS:

FOR LEGAL SERVICES

Pursuant to MSA 103B.227, Subdivision 5, the Lower Minnesota River Watershed District hereby solicits proposals for a legal consultant for the 2020 through 2022.

Written proposals (four copies) setting forth the experience of the company/individual(s) who would be interested in providing legal services for the Lower Minnesota River Watershed District should be sent to:

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

Proposals shall be submitted on or before the close of business Friday, March 20, 2020.

Please set forth in your written proposal company experience and the experience of the individual(s) who proposes to perform services for the District and the resumes of staff who would assist in providing the contractual services. Rates of individuals should be provided. The Board will review all proposals received and reserves the right to request additional information from any and all proposers, to conduct interviews of the proposers, specifically lead staff proposed to provide services, to reject any and all proposals, and to otherwise take such action as it deems in the best interest of Lower Minnesota River Watershed District.

FOR LMRWD DISTRICT ENGINEER

Pursuant to MSA 103B.227, Subdivision 5, the Lower Minnesota River Watershed District hereby solicits proposals for consulting engineering services for 2020 through 2022.

Overview:

Lower Minnesota River Watershed District (LMRWD) Engineer shall assist in an ongoing process of setting and implementing the water management parameters within which the District will operate by:

- Identifying the technical consequences of choices;
- Discuss alternative solutions;
- Educate the Board and staff about the technical and regulatory issues involved; and
- Inform the District Administrator or project managers of the consequences of decisions that may affect natural resources within the District.

In this function, District Engineer shall routinely review and assess District water management plans, studies, capital programs and procedures to consider, among other things, whether they are 1) consistent with acceptable engineering practices, 2) achieve District goals, and 3) likely to produce positive, cost effective outcomes.

Submittal

Proposals should provide general information about the company and include a list of related work/projects/clients, a list of key personnel who propose to perform services for the District and their qualifications, qualifications of other staff who would assist in providing contractual services and a current fee schedule. Please include other services or specialties that may be pertinent.

Proposals should also include a summary of qualifications and unique expertise in the following areas:

- 1) Watershed, Subwatershed and Water Resource Management and Planning
- 2) Lake, Wetland and Stream Restoration and Management
- 3) Hydrologic, Hydraulic, and Water Quality Modeling and Analysis
- 4) Urban Stormwater BMO Design and Construction Management
- 5) Water Resource Permitting

Written proposals (four copies) must be submitted on or before the close of business Friday, March 20, 2020 to:

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

For answers to questions regarding this request contact Linda Loomis at 763-545-4659 or naiadconsulting@gmail.com

The Board of Managers will review all proposals received, and reserves the right to request additional information from any and all proposers, to conduct interviews of the proposers, specifically lead staff proposed to provide services, to reject any and all proposals, and to otherwise take such action as it deems in the best interest of Lower Minnesota River Watershed District.

Scope of Services

In addition to service identified in the overview, District Engineer shall also provide for:

1. The preparation for and attendance at any Board or Committee meeting of the LMRWD, including the review of relevant correspondence or agenda materials in connection with said meetings and any advice and opinions rendered therein;
2. Advice or response to routine questions from Board members or staff to assure that watershed activities are carried out in accordance with sound engineering and natural resource management standards and practices.
3. Other activities as negotiated under contract.
4. Understanding of State, Regional and Local Government and Watershed Management

- a. The District Engineer will maintain a current understanding of issues relative to District policies, projects, or programs.
- b. The District Engineer will demonstrate a current understanding of watershed and natural resource management
- c. The District Engineer shall be aware of state and regional plans and priorities related to watershed and natural resource management.
- d. The District Engineer will possess a high professional regard among his/her peers.

Additional Services

Upon written request of the District Administrator or his/her designee, The District Engineer shall provide the following additional services:

1. Review and comment of plans, studies, designs, and other documents prepared by other engineering consultants.
2. The preparation of studies, plans, and designs to implement activities identified in the RPBCWD Water Management Plan.
3. Construction and/or Project management.
4. Water quality and flow monitoring, data analysis and repair and calibration of water monitoring equipment.
5. Assist staff with permit review and compliance issues.
6. All other engineering services he/she is qualified to provide and authorized by the District Administrator.

District Policy Relating to Member Communities and Other Governmental Jurisdictions

It is the Policy of the District that District Consultants may not simultaneously represent governmental jurisdictions fully or partially located within the District without prior written approval from the District Administrator.

FOR EDUCATION & OUTREACH SERVICES

Lower Minnesota River Watershed District hereby solicits proposals for an Education and Outreach Coordinator.

The Lower Minnesota River Watershed District (LMRWD) invites applications for a consultant to provide Education & Outreach services to the LMRWD. The Consultant will lead education and community outreach efforts in accordance with the LMRWD Watershed Management Plan, as amended. Applicants may be a company or an individual.

Written proposals (four copies) setting forth the experience of the company/individual(s) who would be interested in providing Education and Outreach services to the Lower Minnesota River Watershed District should be sent to:

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

Proposals shall be submitted on or before the close of business Friday, March 20, 2020.

Proposals should provide general information about the individual/company and include a list of related work/projects/clients, a list of key personnel who propose to perform services for the District and their qualifications, qualifications of other staff who would assist in providing contractual services and a current fee schedule. Please include other services or specialties that may be pertinent.

Overview:

Lower Minnesota River Watershed District (LMRWD) Education and Outreach Coordinator (E&OC) shall coordinate implementation of the education and outreach goals articulated in the LMRWD's Watershed Management Plan (WMP), as amended.

The E&OC will work under the direction of the District Administrator. Primary duties of the E&OC will be to (not necessarily listed in order of priority):

1. organize and manage a Citizen Advisory Committee
2. Prepare and implement an education and outreach plan aligned with the goals of the WMP
3. Manage cost share incentive and water quality rehabilitation grant program
4. Prepare articles for publication on LMRWD website, Scott County SCENE, Carver County newsletter and local newspapers
5. Develop handouts and activities to use at community events
6. Coordinate volunteer activities for Master Water Stewards
7. Work with partners to develop a network of individuals and organizations to promote the Minnesota River
8. Assist preparation of Annual Report, project reports, public communications, etc.
9. Assist with organizing events such as River Tours, community events, etc.
10. Other activities as determined in coordination with the LMRWD Administrator and the Board

For answers to questions regarding this request contact Linda Loomis at 763-545-4659 or naiadconsulting@gmail.com

For further information about the Lower Minnesota River Watershed District, contact Linda Loomis, Administrator at (763) 545-4659 or visit: <http://lowermnrriverwd.org/>



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, January 15, 2020

Agenda Item

Item 4. H. - Authorize execution of agreement with Dakota County SWCD 2020 monitoring services

Prepared By

Linda Loomis, Administrator

Summary

The Board reviewed the proposed scope of services from the Dakota County SWCD at its October 2019 meeting. The Dakota SWCD Board of Supervisors has authorized the agreement. The agreement signed by the SWCD is attached is attached.

The Board should approve the agreement and authorize its execution.

Attachments

Joint Powers Agreement between the Dakota County SWCS and the LMRWD for 2020 Technical Assistance Services

Recommended Action

Motion to approve agreement and authorize execution

**JOINT POWERS AGREEMENT BETWEEN
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
THE LOWER MINNESOTA RIVER WATERSHED DISTRICT
FOR 2020 TECHNICAL ASSISTANCE SERVICES**

THE PARTIES TO THIS AGREEMENT are the Dakota County Soil and Water Conservation District (SWCD) and the Lower Minnesota River Watershed District (LMRWD), both political subdivisions of the State of Minnesota and "governmental units" as that term is defined in Minn. Stat. § 471.59. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59.

NOW THEREFORE, the parties, in joint and mutual exercise of their powers, agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to define the responsibilities and obligations of the SWCD and the LMRWD for technical assistance services to be provided by the SWCD to the LMRWD as more fully described herein.
2. **TERM.** This Agreement shall be in effect as of January 1, 2020, notwithstanding the dates of the signatures of the parties, and shall remain in effect until December 31, 2020, or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
3. **SCOPE OF SERVICES.** SWCD agrees to provide LMRWD with the following services:
Fen well monitoring services from March 1, 2020, until December 31, 2020, as expressed in the *2020 Dakota County Soil and Water Conservation District Work Plan* attached and incorporated into this Agreement as Exhibit 1.

In the event of a conflict between the terms of this Agreement and Exhibit 1, the terms of this Agreement shall govern.

4. **TOTAL COST.** The total amount to be paid by the LMRWD for all services provided pursuant to this Agreement shall not exceed \$19,960.00. The LMRWD shall pay SWCD for purchased services at the rates set out in *2020 Dakota County Soil and Water Conservation District Work Plan*.
5. **TIME OF PAYMENT.** The LMRWD shall make payment to the SWCD within 35 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the LMRWD shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the LMRWD shall make payment within 35 days.
6. **PAYMENT FOR UNAUTHORIZED CLAIMS.** The LMRWD may refuse to pay any claim that is not specifically authorized by this Agreement. 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.
7. **PAYMENT UPON EARLY TERMINATION.** In the event this Agreement is terminated before the completion of services, the LMRWD shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Exhibit 2 based upon actual time spent. In no case shall such payments exceed the LMRWD's total cost under this Agreement.
8. **COMPLIANCE WITH LAWS/STANDARDS.** SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which SWCD is responsible.
9. **INDEPENDENT CONTRACTOR STATUS.** Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.

10. SUBCONTRACTING/ASSIGNMENT. A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in this Agreement without prior written consent of the other party 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.
11. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own officers, employees and/or agents 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 and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.
12. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by its respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To SWCD:

Brian Watson, Director
 Dakota County SWCD
 4100 220th Street West, Suite 102
 Farmington, MN 55024
 Telephone: (651) 480-7778

To LMRWD:

Linda Loomis, District Administrator
 Lower Minnesota River Watershed District
 112 E. 5th St.
 Chaska, MN 55318
 Telephone: (763) 545-4659

13. LIAISONS. To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by SWCD 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 Agreement, the following persons are the designated liaisons:

SWCD Liaison:	Lindsey Albright, Water Resource Specialist
Telephone:	(651) 480-7783
Email:	lindsey.albright@co.dakota.mn.us

LMRWD Liaison:	Linda Loomis, District Administrator
Telephone:	(763) 545-4659
Email:	niadconsulting@gmail.com

14. DEFAULT: FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

15. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.
16. OWNERSHIP OF WORK PRODUCT. If SWCD uses LMRWD's copyrighted material in performing work for this Agreement, SWCD will protect LMRWD's right, title and interest in the copyrighted material. Before using a third party's copyrighted material SWCD will get permission from the third-party. Where applicable, work products created by SWCD under this Agreement are "works made for hire" as defined in the U.S. Copyright Act. LMRWD owns the copyright interests in the work product. LMRWD may use, copy and make derivative works of the same, with no duty for an accounting to SWCD. SWCD may use portions or excerpts from the materials prepared under this Agreement.
17. RECORDS DISCLOSURE/RETENTION. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
18. TERMINATION. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 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 this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.
19. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the parties.
20. MINNESOTA LAW TO GOVERN. This Agreement 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 Agreement shall be venued in the County of Dakota, State of Minnesota.
21. SEVERABILITY. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
22. DISPOSITION OF PROPERTY. Any property purchased with LMRWD money to perform services under this Agreement is owned by LMRWD and will be returned by the SWCD to LMRWD at the termination of this Agreement.

23. FINAL AGREEMENT. This Agreement 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 contained in this Agreement.
24. SURVIVORSHIP. The following provisions under this Agreement survive after the termination date of this Agreement: Sections 11 (Liable for Own Acts), 14 (Force Majeure), 15 (Data Privacy), 16 (Ownership of Work Product), 17 (Records Disclosure/Retention), 20 (Minnesota Law to Govern), and 22 (Disposition of Property).

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

LOWER MINNESOTA RIVER WATERSHED DISTRICT

By _____
Jesse Hartmann, President, or successor
Date of Signature _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By Laura Zanmiller
Laura Zanmiller, Chair, or successor
Date of Signature 1/3/20

Approved as to Form:

/s/ Helen R. Brosnahan 12/6/19
Helen R. Brosnahan
Assistant Dakota County Attorney/Date

SWCD Board Motion No.19.158
KS-19-560

2020 Dakota County SWCD Work Plan and Budget
Prepared for the
Lower Minnesota River Watershed District

TASK – FEN WELL MONITORING (March – December)	COST ESTIMATE
Fen Well Monitoring	10 monitoring trips x 5 hrs/trip 50 hours @ \$80/hour = \$4,000
Data Management, Reporting and Administration	40 hours @ \$80/hour = \$3,200
Site Maintenance	10 hours @ \$80/hour = \$800
Supplies	Chalk, rags, batteries, tools = \$500
Subtotal	\$8,500

TASK – EDUCATION AND COMMUNITY ENGAGEMENT	COST ESTIMATE
Landscaping for Clean Water Workshops <ul style="list-style-type: none"> • Conduct 1 Landscaping for Clean Water Introduction Presentation (one evening). • Conduct 1 Landscaping for Clean Water Design Workshop (two evenings). 	Introduction Presentation = \$0 Design Workshop = \$0
<ul style="list-style-type: none"> • Create promotional materials for classes in partnership with Dakota County Cities and Watershed Orgs, organize course materials, and coordinate with partners. • Push social media posts to promote classes, attend community events to promote classes. 	12 hours @ \$80/hour = \$960
Subtotal	\$960

TASK - TECHNICAL ASSISTANCE & PROJECT IMPLEMENTATION	COST ESTIMATE
Cost Share Program – Landscaping for Clean Water <ul style="list-style-type: none"> • SWCD staff time for technical assistance for participants • Provide cost share to landowners for up to 6 Landscaping for Clean Water projects including raingardens, native plantings and shoreline stabilization projects consistent with SWCD cost share policies. 	Technical Assistance = \$3,000 Landowner Incentives: \$250/project x 6 projects = \$1,500
Technical Assistance As Requested <ul style="list-style-type: none"> • SWCD staff time for technical assistance for projects <i>Only as requested by Lower Minnesota River WD</i> 	100 hours @\$80/hour = \$8,000
Subtotal	\$10,500

TOTAL NOT TO EXCEED \$19,960

GERNAL INFORMATION REGARDING THE FEN WELL MONITORING PLAN

The Dakota County Soil and Water Conservation District (SWCD) shall conduct well monitoring activities at various fens located within the Lower Minnesota River Watershed District (LMRWD) from March 1, 2020 through December 31, 2020.

Well Monitoring Activities

Twenty eight piezometers of interest are located within the LMRWD (Table 1). The SWCD shall take water level measurements at each of the piezometers described in this project. Measurements will be made using a hand-cranked steel tape graduated in feet, tenths of feet, and hundredths of feet or an electronic water level meter. The equipment for measuring water level will be provided by the SWCD. Results shall be recorded manually and transferred to the Minnesota Department of Natural Resources (MN DNR) well monitoring database following all in-field measurements.

All piezometers will be monitored on a monthly basis, beginning March 2020 through December 2020.

Table 1. Fen Monitoring Locations

Location	Total Number of Piezometers to be Monitored
Fort Snelling Fen	13
Quarry Island Fen	2
Nicols Fen	13

Total	28
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Data Analysis and Project Reporting

At the conclusion of the annual well monitoring effort, the SWCD shall provide the LMRWD District Administrator a report summarizing the findings resulting from annual monitoring activities. Monitoring data will be made available on the MN DNR Groundwater Level Data website
http://www.dnr.state.mn.us/waters/groundwater_section/obwell/waterleveldata.html



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, January 15, 2020

Agenda Item

Item 6. B. - Dredge Management

Prepared By

Linda Loomis, Administrator

Summary

i. Funding for dredge material management

There is no new information to report since last update.

ii. Vernon Avenue Dredge Material Management site

Staff is preparing a contract for the work. The Contractor, Meyer Contracting, Inc. has been notified. We have received approval of the project from the US Army Corps of Engineers, which is attached.

iii. Private Dredge Material Placement

There is no new information to report since last update.

Attachments

USACE Approved Jurisdictional Determination Form

Recommended Action

No action recommended



DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

REPLY TO ATTENTION OF
REGULATORY BRANCH

December 20, 2019

Regulatory File No. MVP-2019-02882-KJH

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

Dear Ms. Loomis:

This letter is in response to your request for an approved jurisdictional determination for Lower Minnesota River Watershed District (LMRWD) Dredge Site. The project site is in Section 9, Township 115 North, Range 21 West, in Scott County, Minnesota. The review area for our jurisdictional determination is identified on the enclosed figures, labeled MVP-2019-02882-KJH Page 1 of 4 through Page 4 of 4.

The review area contains no waters of the United States subject to Corps of Engineers (Corps) jurisdiction. Therefore, you are not required to obtain Department of the Army authorization to discharge dredged or fill material within this area. The rationale for this determination is provided in the enclosed Approved Jurisdictional Determination form. This determination is only valid for the review area shown on the enclosed figures.

If you object to this approved jurisdictional determination, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP. It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

This approved jurisdictional determination may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the boundary in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site. This determination may be renewed at the end of the five year period provided you submit a written request and our staff are able to verify that the limits established during the original determination are still accurate.

This determination did not consider Wetland 1, Wetland 2, or the Minnesota River that appear to be located in the Area of Investigation as identified in the attached drawing labeled MVP-2019-02882-KJH Page 4 of 4. If the proposal involves the discharge of dredged or fill material into waters of the United States, including discharges associated with mechanical land clearing or return water from a confined disposal area, it may be subject to the Corps of Engineers' jurisdiction under Section 404 of the Clean Water Act (CWA Section 404). If the

Regulatory Branch (File No. MVP-2019-02882-KJH)

proposal involves activity in navigable waters of the United States, it may be subject to the Corps of Engineers' jurisdiction under Section 10 of the Rivers and Harbors Act of 1899 (Section 10). Section 10 prohibits the construction, excavation, or deposition of materials in, over, or under navigable waters of the United States, or any work that would affect the course, location, condition, or capacity of those waters, unless the work has been authorized by a Department of the Army permit.

If you have any questions, please contact me in our La Crescent office at (651) 290-5903 or kerrie.j.hauser@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

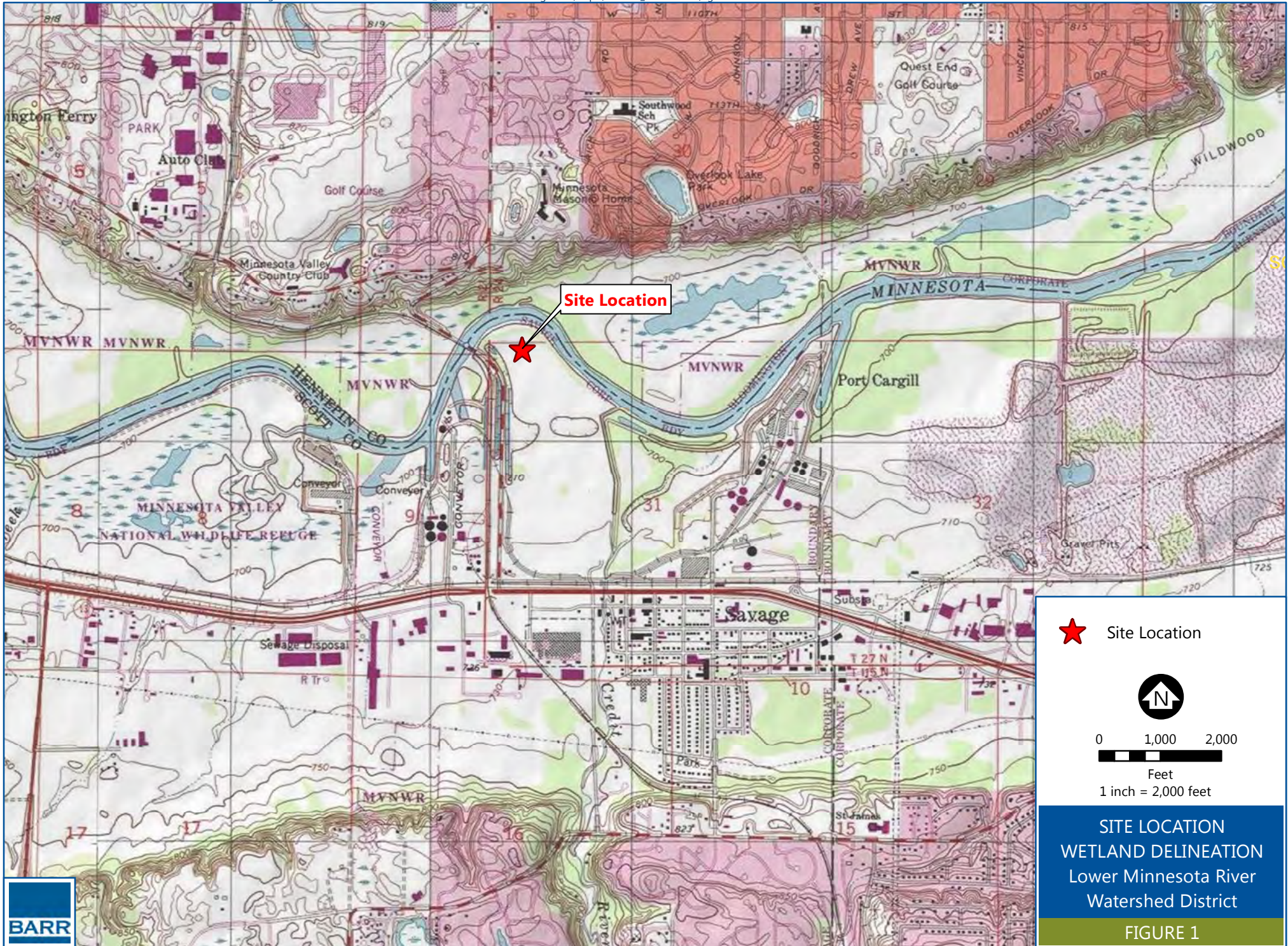
Sincerely,

A handwritten signature in black ink that reads "Kerrie J. Hauser". The signature is written in a cursive style with a large initial "K".

Kerrie J. Hauser
Project Manager

Enclosures

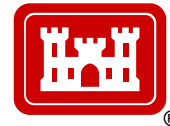
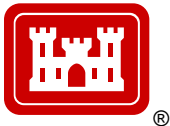
cc: Barr Engineering, Jeff Weiss
LGU, Jesse Carlson
BWSR, Ben Carlson
USACE, Michelle Prosser 408 Coordinator
MN DNR, Jenny Skancke











Regulatory Program

APPROVED JURISDICTIONAL DETERMINATION FORM U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in the Approved Jurisdictional Determination Form User Manual.

SECTION I: BACKGROUND INFORMATION

A. COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): December 20, 2019

B. ORM NUMBER IN APPROPRIATE FORMAT (e.g., HQ-2015-00001-SMJ): MVP-2019-02882-KJH

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: Minnesota County/parish/borough: Scott County City: Savage

Center coordinates of site (lat/long in degree decimal format): Lat. 44.79034, Long. -93.34864.

Map(s)/diagram(s) of review area (including map identifying single point of entry (SPOE) watershed and/or potential jurisdictional areas where applicable) is/are: attached in report/map titled

Other sites (e.g., offsite mitigation sites, disposal sites, etc.) are associated with this action and are recorded on a different JD form. List JD form ID numbers (e.g., HQ-2015-00001-SMJ-1):

D. REVIEW PERFORMED FOR SITE EVALUATION:

Office (Desk) Determination Only. Date: December 17, 2019.

Office (Desk) and Field Determination. Office/Desk Date(s): Field Date(s):

SECTION II: DATA SOURCES

Check all that were used to aid in the determination and attach data/maps to this JD form and/or references/citations in the administrative record, as appropriate.

Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant. Title/Date: LMRWD Dredge Site January 2019.

Data sheets prepared/submitted by or on behalf of the applicant/consultant.

Office concurs with data sheets/delineation report.. Title/Date:

Office does not concur with data sheets/delineation report. Summarize rationale and include information on revised data sheets/delineation report that this JD form has relied upon: Revised Title/Date:

Data sheets prepared by the Corps. Title/Date:

Corps navigable waters study. Title/Date:

CorpsMap ORM map layers. Title/Date: MVP Map Portal July 2019.

USGS Hydrologic Atlas. Title/Date:

USGS, NHD, or WBD data/maps. Title/Date:

USGS 8, 10 and/or 12 digit HUC maps. HUC number:

USGS maps. Scale & quad name and date: USGS 1:24k Quad Bloomington.

USDA NRCS Soil Survey. Citation: NRCS Web Soil Survey.

USFWS National Wetlands Inventory maps. Citation:

State/Local wetland inventory maps. Citation:

FEMA/FIRM maps. Citation:

Photographs: Aerial. Citation: Google Earth 1991, 2003, 2004, 2005, 2006, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, and 2018. or Other. Citation:

LiDAR data/maps. Citation:

Previous determinations. File no. and date of jurisdictional determination letter:

Applicable/supporting case law:

Applicable/supporting scientific literature:

Other information (please specify):

SECTION III: SUMMARY OF FINDINGS

Complete Spreadsheet Tab “Aquatic Resources” – Required for All AJDs

A. RIVERS AND HARBORS ACT (RHA) SECTION 10 DETERMINATION OF JURISDICTION:

“*navigable waters of the U.S.*” within RHA jurisdiction (as defined by 33 CFR part 329) in the review area.

- **List water(s) and area/length within review area – Required:**

NOTE: If the navigable water is not subject to the ebb and flow of the tide or included on the District’s list of Section 10 navigable waters list, **DO NOT USE THIS FORM TO MAKE THE DETERMINATION.** The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Section 10 RHA navigability determination.

B. CLEAN WATER ACT (CWA) SECTION 404 DETERMINATION OF JURISDICTION: “waters of the U.S.” within CWA jurisdiction (as defined by 33 CFR part 328.3) in the review area. **Check all that apply.**

(a)(1): All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide. (Traditional Navigable Waters or TNW).

- **Complete Spreadsheet Tab “(a)(1)” - Required**

This JD includes a case-specific (a)(1) TNW (Section 404 navigable-in-fact) determination on a water that has not previously been designated as such. Documentation required for this case-specific (a)(1) TNW determination is attached.

(a)(2): All interstate waters, including interstate wetlands.

- **Complete Spreadsheet Tab “(a)(2)” - Required**

(a)(3): The territorial seas.

- **Complete Spreadsheet Tab “(a)(3)” - Required**

(a)(4): All impoundments of waters otherwise identified as waters of the U.S. under 33 CFR part 328.3.

- **Complete Spreadsheet Tab “(a)(4)” - Required**

(a)(5): All tributaries, as defined in 33 CFR part 328.3, of waters identified in paragraphs (a)(1)-(a)(3) of 33 CFR part 328.3.

- **Complete Spreadsheet Tab “(a)(5)” - Required**

(a)(6): All waters adjacent to a water identified in paragraphs (a)(1)-(a)(5) of 33 CFR part 328.3, including wetlands, ponds, lakes, oxbows, impoundments, and similar waters.

- **Complete Spreadsheet Tab “(a)(6)” - Required**

Bordering/Contiguous.

Neighboring:

(c)(2)(i): All waters located within 100 feet of the ordinary high water mark (OHWM) of a water identified in paragraphs (a)(1)-(a)(5) of 33 CFR part 328.3.

(c)(2)(ii): All waters located within the 100-year floodplain of a water identified in paragraphs (a)(1)-(a)(5) of 33 CFR part 328.3 and not more than 1,500 feet of the OHWM of such water.

(c)(2)(iii): All waters located within 1,500 feet of the high tide line of a water identified in paragraphs (a)(1) or (a)(3) of 33 CFR part 328.3, and all waters within 1,500 feet of the OHWM of the Great Lakes.

(a)(7): All waters identified in 33 CFR 328.3(a)(7)(i)-(v) where they are determined, on a case-specific basis, to have a significant nexus to a water identified in paragraphs (a)(1)-(a)(3) of 33 CFR part 328.3.

- **Complete Spreadsheet Tab “(a)(7)” for the significant nexus determination. Attach a map delineating the SPOE watershed boundary with (a)(7) waters identified in the similarly situated analysis. – Required**

Includes water(s) that are geographically and physically adjacent per (a)(6), but are being used for established, normal farming, silviculture, and ranching activities (33 USC Section 1344(f)(1)) and therefore are not adjacent and require a case-specific significant nexus analysis.

(a)(8): All waters located within the 100-year floodplain of a water identified in paragraphs (a)(1)-(a)(3) of 33 CFR part 328.3 not covered by (c)(2)(ii) above and all waters located within 4,000 feet of the high tide line or OHWM of a water identified in paragraphs (a)(1)-(a)(5) of 33 CFR part 328.3 where they are determined on a case-specific basis to have a significant nexus to a water identified in paragraphs (a)(1)-(a)(3) of 33 CFR part 328.3.

- **Complete Spreadsheet Tab “(a)(8)” for the significant nexus determination. Attach a map delineating the SPOE watershed boundary with (a)(8) waters identified in the similarly situated analysis. – Required**

Includes water(s) that are geographically and physically adjacent per (a)(6), but are being used for established, normal farming, silviculture, and ranching activities (33 USC Section 1344(f)(1)) and therefore are not adjacent and require a case-specific significant nexus analysis.

C. NON-WATERS OF THE U.S. FINDINGS:

Check all that apply.

The review area is comprised entirely of dry land.

- Potential-(a)(7) Waters: Waters that DO NOT have a significant nexus to a water identified in paragraphs (a)(1)-(a)(3) of 33 CFR part 328.3.
- **Complete Spreadsheet Tab “NonWaters-No SigNex”. Attach a map delineating the SPOE watershed boundary with potential (a)(7) waters identified in the similarly situated analysis. – Required**
- Includes water(s) that are geographically and physically adjacent per (a)(6), but are being used for established, normal farming, silviculture, and ranching activities (33 USC Section 1344(f)(1)) and therefore are not adjacent and require a case-specific significant nexus analysis.
- Potential-(a)(8) Waters: Waters that DO NOT have a significant nexus to a water identified in paragraphs (a)(1)-(a)(3) of 33 CFR part 328.3.
- **Complete Spreadsheet Tab “NonWaters-No SigNex”. Attach a map delineating the SPOE watershed boundary with potential (a)(8) waters identified in the similarly situated analysis. – Required**
- Includes water(s) that are geographically and physically adjacent per (a)(6), but are being used for established, normal farming, silviculture, and ranching activities (33 USC Section 1344(f)(1)) and therefore are not adjacent and require a case-specific significant nexus analysis.
- Excluded Waters (Non-Waters of U.S.), even where they otherwise meet the terms of paragraphs (a)(4)-(a)(8):
- **Complete Spreadsheet Tab “NonWaters-Excluded” - Required**
- (b)(1): Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the CWA.
- (b)(2): Prior converted cropland.
- (b)(3)(i): Ditches with ephemeral flow that are not a relocated tributary or excavated in a tributary.
- (b)(3)(ii): Ditches with intermittent flow that are not a relocated tributary, excavated in a tributary, or drain wetlands.
- (b)(3)(iii): Ditches that do not flow, either directly or through another water, into a water identified in paragraphs (a)(1)-(a)(3).
- (b)(4)(i): Artificially irrigated areas that would revert to dry land should application of water to that area cease.
- (b)(4)(ii): Artificial, constructed lakes and ponds created in dry land such as farm and stock watering ponds, irrigation ponds, settling basins, fields flooded for rice growing, log cleaning ponds, or cooling ponds.
- (b)(4)(iii): Artificial reflecting pools or swimming pools created in dry land.¹
- (b)(4)(iv): Small ornamental waters created in dry land.¹
- (b)(4)(v): Water-filled depressions created in dry land incidental to mining or construction activity, including pits excavated for obtaining fill, sand, or gravel that fill with water.
- (b)(4)(vi): Erosional features, including gullies, rills, and other ephemeral features that do not meet the definition of tributary, non-wetland swales, and lawfully constructed grassed waterways.¹
- (b)(4)(vii): Puddles.¹
- (b)(5): Groundwater, including groundwater drained through subsurface drainage systems.¹
- (b)(6): Stormwater control features constructed to convey, treat, or store stormwater that are created in dry land.¹
- (b)(7): Wastewater recycling structures created in dry land; detention and retention basins built for wastewater recycling; groundwater recharge basins; percolation ponds built for wastewater recycling; and water distributary structures built for wastewater recycling.
- Other non-jurisdictional waters/features within review area that do not meet the definitions in 33 CFR 328.3 of (a)(1)-(a)(8) waters and are not excluded waters identified in (b)(1)-(b)(7).
- **Complete Spreadsheet Tab “NonWaters-Other” - Required**

D. ADDITIONAL COMMENTS TO SUPPORT JD: Wetland 3 has formed within an active dredge disposal site that was constructed between 2006 and 2008. Hydrology is from the dewatering of dredge material from the Minnesota River.

¹ In many cases these excluded features will not be specifically identified on the approved JD form, unless specifically requested. Corps Districts may, in case-by-case instances, choose to identify some or all of these features within the review area.

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: Lower Minnesota River Watershed District (Linda Loomis)	File No.: MVP-2019-02882-KJH	Date: December 20, 2019
---	-------------------------------------	--------------------------------

Attached is:	See Section below
INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
PROFFERED PERMIT (Standard Permit or Letter of permission)	B
PERMIT DENIAL	C
X APPROVED JURISDICTIONAL DETERMINATION	D
PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Kerrie J. Hauser
U.S. Army Corps of Engineers
La Crescent Field Office
1114 South Oak Street
La Crescent, Minnesota 55947
(651) 290-5903

If you only have questions regarding the appeal process you may also contact the Division Engineer through:

Administrative Appeals Review Officer
Mississippi Valley Division
P.O. Box 80 (1400 Walnut Street)
Vicksburg, MS 39181-0080
601-634-5820 FAX: 601-634-5816

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:	Telephone number:
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LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, January 15, 2020

Agenda Item

Item 6. C. - Watershed Management Plan

Prepared By

Linda Loomis, Administrator

Summary

The comment period for the rules has ended. The Board should order staff to revise the rules as appropriate based on the comments and prepare responses to the comments received. In addition, the Board should call for a public hearing at the February 19, 2020 Board of Managers meeting.

Attachments

None

Recommended Action

Motion to order staff to revise rules as appropriate, prepare and distribute responses to comments and call for a public hearing for 7:00pm, Wednesday, February 19, 2020.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, January 15, 2020

Agenda Item

Item 6. D. 2020 Legislative Action

Prepared By

Linda Loomis, Administrator

Summary

On Thursday, January 9, 2020, Lisa Frenette and I met with Kevin Bigalke of BWSR. The purpose of the meeting was to discuss how the LMRWD might find funding to replace the Clean Water Fund grant for Seminary, which the second half payment was denied. Kevin said that BWSR staff has discussed how the LMRWD could be paid. He asked if the LMRWD would be willing to seek legislation allowing money the LMRWD received for Dredge Management to be used to replace the Seminary Fen grant. Lisa and I said we would speak to the Board.

Lisa and I would recommend that the Board consider this request. It would be a positive for BWSR and the LMRWD that we have been able to work this out without requesting additional money from the Legislature and would only need language to allow dredge money to be used for another purpose. The bid received for the Dredge Project was low enough that reallocation of funds would not jeopardize the project. In addition, the LMRWD is in line to receive another \$480,000 in 2021 for Dredge Management. Another benefit of this, is that Representative Hansen suggested that we meet again with BWSR and the fact that we did and were able to come up with a solution would be viewed by the Representative as a positive.

We also discussed with BWSR how long the LMRWD might want to continue receiving the \$480,000 that was appropriated in 2017. Lisa and I said that we would have a better idea, once the Dredge Project is completed, but that it is the intent of the LMRWD to discontinue the appropriation once the District no longer needs it. BWSR asked that the LMRWD consider to continue the appropriation and to seek language that would allow the LMRWD to use the funds to address sediment reduction projects both inside and outside of the LMRWD. Lisa and I said we would ask the Board to consider this.

There are a couple of areas that the LMRWD could use funds to manage erosion, such as Area #3. There are areas contributing large amounts of sediment that have become apparent with the reconstruction of Flying Cloud Drive. LMRWD staff plans to track this sediment back to its source once the snow melts. Stabilizing sources of this sediment would be another use for these funds. There are also known areas upstream of the LMRWD, notably Bevens Creek in Carver County and Sand Creek in Scott County.

Attachments

None

Recommended Action

Provide direction staff regarding drafting language to allow State appropriation to replace Seminary Fen grant



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, January 15, 2020

Agenda Item

Item 6. F. - LMRWD Projects

Prepared By

Linda Loomis, Administrator

Summary

i. East Chaska Creek Stream Bank Stabilization

Staff is preparing a contract for this project.

ii. Seminary Fen Restoration Area C-2

The cooperative agreement for this project was presented at the December Board meeting and was tabled until the January meeting. The city has made some revisions and LMRWD Legal Counsel contributed a few edits. At the December meeting Manager Raby requested that language be added regarding obligations of each party if a situation arose similar to the previous Seminary Fen Ravine project, however, the agreement presented limits the LMRWD obligation to \$20,000 so I did not feel such language was necessary to this agreement. Such language may be appropriate if a construction project results from the Study. The Cooperative Agreement with exhibits is attached.

Attachments

COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHASKA AND THE LOWER MINNESOTA RIVER WATERSHED DISTRICT

Recommended Action

Motion to authorize execution of Cooperative Agreement

COOPERATIVE AGREEMENT
BETWEEN THE CITY OF CHASKA AND
THE LOWER MINNESOTA RIVER WATERSHED DISTRICT

SEMINARY FEN C-2 RAVINE STUDY

This cooperative agreement is made by and between the City of Chaska, a Minnesota municipal corporation (the City), and the Lower Minnesota River Watershed District, a watershed district pursuant to Minnesota Statutes chapters 103B and 103D (LMRWD), to implement the Seminary Fen C-2 Ravine Study (the Study) in Chaska, Carver County, Minnesota. The purpose of the Study is to determine the causes of erosion, estimate the sediment contributions from the ravine, develop stabilization options, and provide a cost range for the alternatives and a cost estimate for the chosen option.

Recitals

WHEREAS, LMRWD has an approved water resources management plan pursuant to Minnesota Statutes section 103B.231 (the Plan) that has a goals to protect, improve and restore surface water quality through the use of High Value Resources Areas and to protect and manage unique natural resources and wetlands;

WHEREAS, the Seminary Fen Wetland Complex is a 600 acre complex in Carver County that is one of only 500 calcareous fens in the world and is one of the highest quality calcareous fens in southern Minnesota;

WHEREAS, Seminary Fen is both a unique natural resource and a wetland whose unique hydrology, soils plants and habitats are highly sensitive to water quality and sediment stress;

WHEREAS, the bluffs located north of Seminary Fen are highly prone to erosion due to sandy soils, groundwater discharges, naturally steep slopes and surface water flows. As a result several ravines have eroded and caused sediment plumes to enter the fringe of the wetland;

WHEREAS, the LMRWD and the City completed a project that stabilized the longest ravine, labeled C1, which was estimated to contribute 1,680 tons per year of sediment to the Seminary Fen complex;

WHEREAS, the LMRWD and the City would like to stabilize the next largest ravine, labeled C-2

WHEREAS, the capital improvement program in the Plan includes the Seminary Fen Ravine Site C-2 and C-3 studies, which will conduct a study to estimate the sediment contribution to Seminary Fen and provide approaches and cost estimates for correcting the erosion problems;

WHEREAS, in September 2019 Stantec Consulting Services, Inc. provided the City with a scope of services (the Scope) for the Study, attached hereto and incorporated herein as Exhibit A, which details the scope of services which includes: data collection and investigation tasks, survey and analysis,

hydrologic modeling, concept design for grade control and erosion protection, and meeting, reporting and project management tasks; and

WHEREAS, the LMRWD and the City are authorized by Minnesota Statutes section 471.59 to enter into this cooperative agreement for the Study

Agreement

NOW, THEREFORE, THE LMRWD AND THE CITY enter into this agreement to document their understanding as to the scope of the Study, reaffirm both parties commitment as to the general responsibilities for and tasks to be undertaken by the parties and facilitate communication and cooperation to successfully complete the Study.

1. **Study.** The Study elements are described in detail in and supported by the Scope (Exhibit A), which serves as the basis for the partner's agreement.
2. **Costs.** The Scope estimates the total cost for the study will be \$50,890, which includes reimbursable expenses, such as mileage, copying charges, etc.
 - 2.1 The City will be responsible for oversight and management of the Study.
 - 2.2 The LMRWD will be responsible for \$20,000 of the Study costs (to be paid to the City) and technical assistance and information to the city's consultant as requested.
 - 2.3 Upon completion and final acceptance of the Study and receipt of the accompanying documents, the LMRWD will reimburse the City within thirty (30) days.
 - 2.4 Each party will be bear the internal, administrative and incidental costs of fulfilling its responsibilities and obligations under this agreement, as well as the costs incurred in providing and conducting public education, outreach and meetings for the Study.
3. **The City's Specific Rights and Duties**
 - 3.1 The City has contracted with Stantec Consulting Services (Stantec), Inc. provide the services detailed in Exhibit A. Notwithstanding the foregoing, the City makes no warranty to the LMRWD regarding Stantec's or a third party's performance.
 - 3.2 The City will contract for Stantec's services and oversee the Study. The City may adjust the scope of service in consultation with the LMRWD, as long as the adjustments do not exceed the scope of rights granted under this agreement or create obligations not anticipated hereunder. If the City, in its judgment, should decide that the Study is infeasible prior to the obligations of any funds for the Study, the City may at its option declare this agreement rescinded and annulled. If the City so declares, all obligations herein, performed or not, will be voided.

4. **LMRWD Specific Rights and Duties.** On receipt of documentation of costs incurred and paid, LMRWD will reimburse the City as described in Section 2 of this agreement.

5. **General Terms**

5.1 INDEPENDENT RELATIONSHIP; LIABILITY. This agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes section 471.59, and no party agrees to be responsible for the acts or omission of another pursuant to subdivision 1(a) of the statute. Only contractual remedies are available for the failure of a party to fulfill the terms of this agreement. The City and LMRWD enter this agreement solely for the purposes of improving the ecological health and condition of Seminary Fen. Accordingly, with respect to any and all activity undertaken pursuant to this agreement, the City and LMRWD (each party as an Indemnitor Party) agree to hold each other harmless, and defend and indemnify each other, their officers, employees and agents (individually, an Indemnified Party) from and against any and all liability, loss, claim, damage or expense (including reasonable attorney fees, costs and disbursements) that an Indemnified Party may incur as a result of the Study due to any negligent or willful act or omission by the Indemnitor Party or the Indemnitor Party's breach of any specific contractual duty. Notwithstanding the foregoing or any other provision of this agreement, the City's and LMRWD obligations under this paragraph will survive the termination of the agreement.

This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party. As between the parties, only contract remedies are available for a breach of this agreement.

5.2 PUBLICITY AND ENDORSEMENT. Any publicity regarding the Study must identify the City and LMRWD as the sponsoring entities. For purposes of this provision, publicity includes notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the City or LMRWD individually or jointly with others. Each party at its own cost, may develop, produce and after approval of the other party, distribute educational, outreach and publicity materials related to the Study.

5.3 DATA MANAGEMENT. All designs, written materials, technical data, research or any other work-in-progress will be shared between the parties to this agreement on request, except as prohibited by law. As soon as is practicable, the party preparing plans, specifications, contractual documents, materials for public communication or education will provide them to the other party for recordkeeping and other necessary purposes.

5.4 DATA PRACTICES. All data created, collected, received, maintained or disseminated for any purpose in the course of this agreement is governed by the Data Practices Act, Minnesota Statutes chapter 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

- 5.5 ENTIRE AGREEMENT. This agreement contains the complete and entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters. The recitals stated at the outset are incorporated into and a part of the agreement.
- 5.6 AMENDMENT. This agreement, as it may be amended in writing, constitutes the entire agreement between the City and LMRWD. Any amendment to this agreement will not be effective until it has been executed and approved by the same parties executing and approving the original agreement or their successors in office.
- 5.7 WAIVERS. The Waiver by the City and LMRWD of any breach or failure to comply with any provision of this agreement by the other party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.
- 5.8 NOTICES, COORDINATION. The City and LMRWD designate the following authorized representatives, each to serve as liaison to the other party for purposes of communication regarding the Study as provided in this agreement. Any written communication required under this agreement will be addressed to the other party as follows, except that any party may change its address for notice by so notifying the other party in writing:

City of Chaska

Matt Clark
 City Engineer
 One City Hall Plaza
 Chaska, MN 55318
 Phone: (952)448-9200
 Email: MClark@chaskamn.com

Lower Minnesota River Watershed District

Linda Loomis
 Administrator
 112 East 5th Street, Suite 102
 Chaska, MN 55318

- 5.9 TERM; TERMINATION. This agreement is effective on execution by both parties and will terminate once the final report is received or on the written agreement of the City and LMRWD.

IN WITNESS WHEREOF, the parties have caused the agreement to be duly executed intending to be bounded thereby.

(Signature page follows)

CITY OF CHASKA

By: _____

Its _____

Date: _____

By: _____

Its _____

Date: _____

Approved as to form & execution:

City Attorney

**LOWER MINNESOTA RIVER
WATERSHED DISTRICT**

By: _____

Its _____

Date: _____

Approved as to form & execution:

District Attorney

EXHIBIT A

Seminary Fen C-2 Ravine Study Scope of Services



Stantec Consulting Services Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

September 11, 2019

City of Chaska
Attn. Mr. Matt Clark, PE – City Engineer
One City Hall Plaza
Chaska, MN 55318

Reference: *Seminary Fen C2 Ravine Study*

Dear Matt,

As requested, this letter provides a scope of services for the above referenced project.

Project Understanding

The City of Chaska is home of the Seminary Fen Wetland Complex. Seminary Fen, a 600-acre complex in Carver County, supports one of only 500 calcareous fens in the world and is one of the highest quality calcareous fens in southern Minnesota. Given this fact, and the fact that it supports dozens of rare, threatened, and special concern plant and animal species, it has been characterized as one of the most significant natural areas in the Twin Cities Metropolitan Area and is part of the Minnesota Department of Natural Resources Scientific and Natural Areas program. The Fen feeds Assumption Creek, one of the Metro Area's last known trout streams that supports naturally reproducing native brook trout. Assumption Creek then discharges to the nearby Minnesota River. The Fen's unique hydrology, soils, plants, and habitats are highly sensitive to water quality and sedimentation stress.

The bluffs located north of the Fen are highly prone to erosion due to sandy soils, groundwater discharges, naturally steep slopes, and surface water flows. As a result, several ravines have eroded and caused sediment plumes to enter the fringe of the wetland. The ravines are labeled C-1, C-2, and C-3 on the attached Figure 1. In 2016, Chaska and other funding partners completed a project that stabilized Ravine C-1, which is the longest of the ravines and was estimated to contribute 1,680 tons per year of sediment to the Seminary Fen complex. The sediment plume from this ravine measures 6 acres in size and had maximum sediment depth of four feet.

The City of Chaska and Carver County WMO (CCWMO) would like to stabilize the next largest ravine, C-2. As with Ravine C-1, this ravine has sandy slopes with groundwater discharging, making it prone to erosion which has caused significant slope failure. The direct drainage area is much smaller than that of Ravine C-1 but, due to the slope instability, the small drainage area still has resulted in severe erosion and sediment contributions to the Seminary Fen Wetland Complex. This ravine has a park that borders the west and north side. Flows from the park and residential area are captured in a manhole structure with a beehive inlet and discharge into the ravine via a pipe. Several houses along the bluff have roof drains that discharge to backyards that eventually reach the bluff area and have contributed to the erosion of the ravine.

The purpose of the Seminary Fen C-2 ravine study is to determine the causes of erosion, estimate the sediment contributions from the ravine, develop stabilization options, and provide a cost range for the alternatives and a cost estimate for the chosen option. This effort will help with future grant requests.

A detailed scope of services to meet the project understanding is provided below.

Scope of Services

Task 1: Collect Existing Information

We will collect existing information regarding the sewer location, storm pipe outfalls, and topography in an electronic format to be used as part of the analysis.

Task 2: Sediment Plume Investigation

Hand borings and elevations will be taken at the sediment plume location to estimate the size and volume of the plume within the wetland.

Task 3: Ravine Analysis

An inventory and analysis of the ravine will be completed as part of this task. This inventory will include site reconnaissance, photographs, and documentation of the causes of erosion. It will be used to assist in developing options for stabilization.

Task 4: Survey of Representative Cross-Sections and Ravine Profile

A detailed survey will not be completed as part of this phase of the project. Representative cross-sections of the main ravine and major side ravines will be taken along with a profile of the main ravine bottom. This information will be used to complete the preliminary ravine analysis and cost estimate.

Task 5: Preliminary Analysis

We will complete hydrologic modeling for 2-, 10-, and 100-year storm events to determine the appropriate grade control, channel improvement, and slope stabilization methods.

We understand that there may be limited options for additional rate control in the watershed and will focus the improvements in the ravine, to improve its ability to handle the current flows. Hydrologic modeling outcomes will help determine what options can be considered for stabilizing the ravine bottom. Stabilization approaches will depend on flow rates and velocities and slope characteristics.

We will create a concept design for grade control and streambank erosion protection, along with a discussion of proposed improvements.

Task 6: Meeting with City and CCWMO Staff

We will meet with City and CCWMO staff to review the results of the analysis, discuss alternatives for consideration, and begin preparations for the report. We estimate 2 meetings will be necessary for this task.

Task 7: Report

A report will be developed that includes:

- Summary of existing conditions
- Analysis of the ravine erosion site
- Site location map and description of the ravine erosion site
- Plan view of the ravine site with potential improvements, along with discussion of the improvements
- Sketch details for ravine stabilization and grade-control options
- Determination if proposed improvements require permits and indicate regulatory authority

- Cost estimate
- Potential funding sources

Task 8: Project Management

Project management will involve work coordination for this project.

Schedule

Tasks 1 and 2 can begin within three weeks of authorization but the next tasks are more efficiently done with leaf-off conditions so could not be finished until November 1, 2019.

Compensation

Stantec will complete the tasks outlined in the Scope of Services for **an estimated fee of \$50,890**. This cost includes reimbursable expenses (mileage, copying charges, etc.).

Potential Additional Services

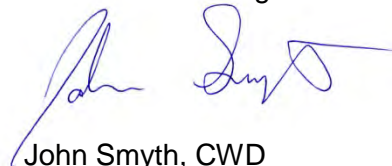
If authorized by the Client, Stantec may provide the following Additional Services to the client at an agreed to cost. These services may include but are not limited to the following.

- Field work, collecting, and/or providing additional information beyond that identified in the Scope of Services
- Meetings, response to comments, or coordination beyond that identified in the Scope of Services.
- Final Construction Plans
- Grant Applications
- Construction Observation

If you wish to proceed, please return a signed copy of this document to activate this Work Order. Thanks for a chance to continue to restore resources in Chaska. If you have any questions, please contact me at 612-712-2132 or john.smyth@stantec.com.

Sincerely,

Stantec Consulting Services Inc.

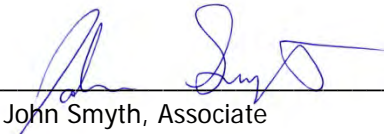


John Smyth, CWD
Water Resource Specialist
Associate

Attachment: Project Area Map

STANTEC

ACCEPTED BY CLIENT:

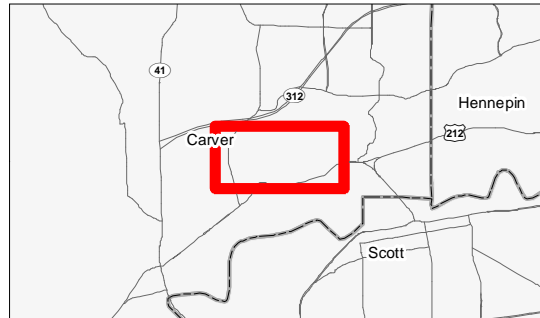
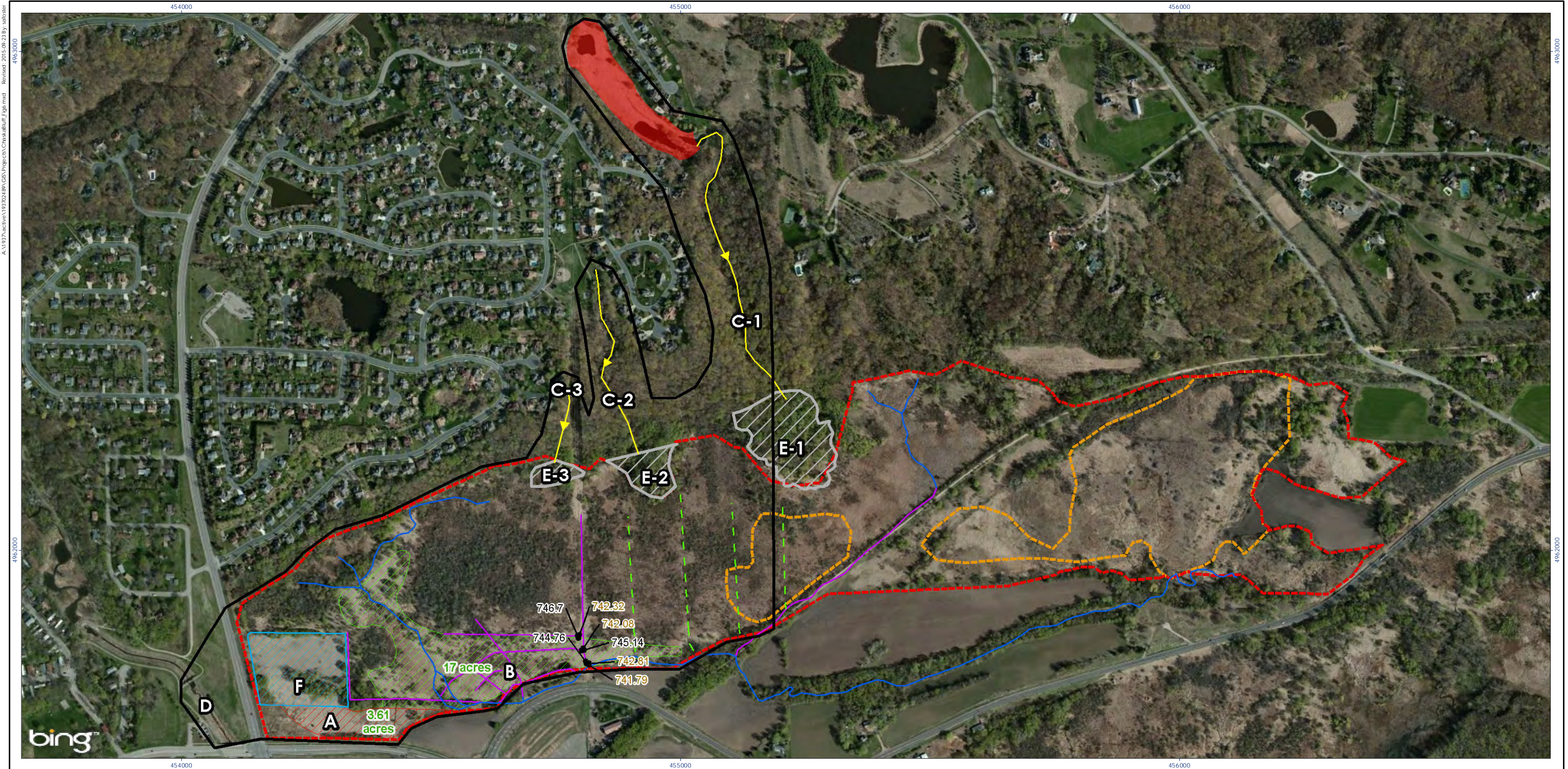
By  _____
John Smyth, Associate

Date 9/11/19 _____

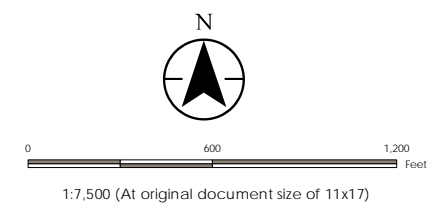
Print Name _____

Sign Name _____

Date _____



- Legend**
- Project Site
 - Seminary Fen Wetland Complex (B)
 - Calcareous Fen (Southeastern)
 - Sedimentation Plumes (E-1, E-2, E-3)
 - Barr Restoration and Management Data
 - Natural Drainageway
 - Potential Tile (No tile observed)
 - Surface Ditch
 - 745.14 Ditch Top Elevations
 - 742.32 Ditch Bottom Elevations
 - 2011 Wetland Restored (F)
 - Potential Purchase and Wetland Restoration Area (A)
 - Proposed Wetland Restoration Area (B)
 - Hazeltine Bluff Wetland
 - Ravines (C-1, C-2, C-3)



Notes
 1. Coordinate System: NAD 1983 UTM Zone 15N
 2. Data Sources Include: Stantec, USGS, and ESRI
 3. Orthophotography: Microsoft Corporation, with permission

Figure No. **1**
 Title **Seminary Fen Investigation Report For The Area Within Chaska**
 Client/Project **City of Chaska**
 Project Location **1116, R23, S34 C. of Chaska Carver Co., MN**
 193702489
 Prepared by CS on 2015-03-05
 Technical Review by JS on 2015-09-18



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