



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Please note the Carver County Government is closed therefore the meeting will be held online.

PLEASE CONTACT DISTRICT ADMINISTRATOR, LINDA LOOMIS FOR DIRECTIONS ON HOW TO PARTICIPATE.

Lower Minnesota River Watershed District

7:00 PM

Wednesday, February 17, 2021

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 January 20, 2021 Regular Meeting</p> <p>B. Receive and file January 2021 Financial reports</p> <p>C. Approval of Invoices for payment</p> <ul style="list-style-type: none"> i. Scott County SWCD - Q3 2020 monitoring & technical assistance ii. State of Minnesota - Publication of RFP for Area #3 iii. Daniel Hron - February 2021 office rent iv. Rinke Noonan, Attorneys at Law - December 2020 legal services v. US Bank Equipment Finance - February 2021 payment on copier lease vi. HDR Engineering, Inc. - Website maintenance & technical assistance vii. Naiad Consulting, LLC - October, November & December 2020 administrative services & expenses viii. TimeSaver Off Site Secretarial - Preparation of December 2020 meeting minutes ix. Young Environmental Consulting Group, LLC - December 2020 technical and education & outreach services <p>D. Authorize execution of Joint Powers Agreement Between the Dakota County SWCD and the LMRWD for 2021 Technical Assistance Services</p> <p>E. Authorize letter to MAWD regarding dues membership</p> <p>F. Approve Internal Controls Policy dated February 17, 2021</p>

	<p>G. Authorize amendment to Professional Services Agreement between LMRWD and DRB Consulting, LLC</p> <p>H. Authorize execution of Intergovernmental Agreement between the Metropolitan Council and the LMRWD and Authorize execution of Pass-through Funding Agreement</p>
5. New Business/ Presentations	A. No new business
6. Old Business	<p>A. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail</p> <p>B. City of Carver Levee</p> <p>C. Remote meeting participation - no new information to report</p> <p>D. Dredge Management - no new information to report</p> <p style="padding-left: 20px;">i. Vernon Avenue Dredge Material Management site</p> <p style="padding-left: 20px;">ii. Private Dredge Material Placement</p> <p>E. Watershed Management Plan</p> <p>F. 2021 Legislative Action - no new information to report since last update</p> <p>G. Education & Outreach</p> <p>H. 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 style="padding-left: 20px;">i. Eden Prairie Study Area #3</p> <p>I. Permits and 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 style="padding-left: 20px;">i. Approve City of Carver municipal permit</p> <p style="padding-left: 20px;">ii. Approve amendment to permit 2020-123, Shakopee Flats</p> <p>J. 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 7:00pm Wednesday, March 17, 2021

Upcoming meetings/Events

- UMWA monthly meeting- Thursday, February 18, 2021, 12:30 pm; contact District Administrator to join
- 2020 USACE River Resource Forums - April, August & December 2021, the April meeting is planned to be virtual
- Metro MAWD, Tuesday, July 20, 2021 and October 19, 2021

For Information Only

- **WCA Notices**
 - Notice of Decision - City of Eden Prairie - Bell Oakes Estate 7th Addition, Outlot A
- **DNR Public Waters Work permits**
 - None
- **DNR Water Appropriation permits**
 - None



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes of Regular Meeting

Board of Managers

Wednesday, January 20, 2021

Carver County Government Center, 602 East 4th Street, Chaska, MN 7:00 p.m.

Approved _____, 2021

1. CALL TO ORDER AND ROLL CALL

On Wednesday, January 20, 2020, at 7:04 PM, President Hartmann called to order the meeting of the Board of Managers of the Lower Minnesota River Watershed District (LMRWD). The meeting was convened on-line due to the health emergency created by the COVID-19 pandemic.

President Hartmann asked for roll call to be taken. The following Managers were present: Manager Adam Frey (Manager Frey appeared unable to un-mute his audio but it was clear from the video that he was present), President Jesse Hartmann, Manager Dave Raby, and Manager Lauren Salvato. In addition, the following joined the meeting: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator; Della Schall Young, Young Environmental Consulting Group, LLC (YECG), Technical Consultant; John Kolb, Rinke Noonan, Attorneys at Law, Legal Counsel; Lindsey Albright, Dakota County Soil & Water Conservation District; Steve Pany, Manager, Prior Lake Spring Lake Watershed District; Carver County Commissioner Matt Udermann, and Lisa Frenette, Frenette Legislative Advisors, lobbyist, joined the meeting at 7:22 pm.

2. APPROVAL OF THE AGENDA

Administrator Loomis said she had no additions or changes to the agenda.

Manager Raby made a motion to approve the Agenda as presented. The motion was seconded by President Hartmann. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, and Raby; the following voted against: None. Absent: Manager Salvato;

3. CITIZEN FORUM

Administrator Loomis said that she did not receive communication from anyone who wished to address the Board. She noted the newly elected Carver County Commissioner Matt Udermann joined the meeting and introduced the Commissioner. Commissioner Udermann greeted the Board and said that he was the liaison to the Lower Minnesota River Watershed District.

4. CONSENT AGENDA

President Hartmann introduced the item. Manager Salvato asked that the name of the initiative that Mr. Ted Suss spoke about at the last Board meeting be checked against the recording. She thought that the initiative was called the Mississippi River Restoration & Resilience Initiative (MRRRI). Administrator Loomis said she will check the recording. [The record was checked and Mr. Suss clearly stated the name of the initiative was correct in the minutes as presented.]

- A. Approve Minutes December 16, 2020 Regular Meeting**
- B. Receive and December 2020 Financial reports**
- C. Approval of Invoices for payment**
 - i. Frenette Legislative Advisors - November & December Lobbying expense
 - ii. Daniel Hron - November, December 2020 & January 2021 office rent
 - iii. Metro Sales, Inc. - payment on copier lease agreement
 - iv. Rinke Noonan, Attorneys at Law - October & November 2020 legal services
 - v. US Bank Equipment Finance - December 2020 & January 2021 payment on copier lease
 - vi. Dustin Braun - partial payment of 2020 Cost Share project
 - vii. Manager Frey - payment of 1st & 2nd half 2020 per diem & expenses
 - viii. Managers Hartmann, Raby & Salvato - payment of 2nd half 2020 per diem & expenses
 - ix. Young Environmental Consulting Group - October & November 2020 technical, education & outreach services
 - x. TimeSaver Off Site Secretarial - Preparation of November 2020 meeting minutes
 - xi. Carver County Finance Department - Q4 2020 Financial services
- D. Designation of 2021 official newspaper**
- E. Designation of Official Depositories**
- F. Designation of Data Practices Compliance Official**
- G. Order Preparation of 2020 Annual Report**
- H. Order Preparation of 2020 Annual Report**

President Hartmann made a motion to approve the Consent Agenda asking that the record be checked and the minutes adjusted accordingly. The motion was seconded by Manager Frey. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

Manager Raby asked about the payments for the managers. He said he already received payment. Administrator Loomis explained the process. Regularly occurring claims, such as office rent, copier lease payments, etc., are paid as they come in, so that they are paid in a timely manner. So Board approval of claims is often after the invoice has been paid. Payment of non-recurring claims, such as the dredge site construction project is approved by the Board before payment of the claim is requested. She noted it can take anywhere from two to four weeks for a payment to be made after an invoice is received.

5. NEW BUSINESS

A. Receive and file Letter from Len Kremer

Administrator Loomis said the letter is in the packet. She noted a motion was needed to file and receive the letter.

Manager Salvato said she didn't understand what the ask was. Manager Raby said he agreed. The Board discussed what it means to be an urban partner. Administrator Loomis said LMRWD staff has had discussions about how the LMRWD would prioritize funding projects outside the boundaries of the LMRWD, if providing funds to pay for projects outside the LMRWD is what is meant by being an urban partner. The request being made remained unclear.

Manager Raby made a motion to approve to receive and file the letter but not do anything until the board understands better. The motion was seconded by President Hartmann. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

6. OLD BUSINESS

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

Administrator Loomis said she doesn't have anything new to add other than what was in the executive summary.

B. City of Carver Levee

Administrator Loomis said a request was received from the City of Carver to receive a portion of funding that the LMRWD committed to provide. The City received grant funding from the State under the Flood Hazard Mitigation Program of \$150,000. The City must provide matching funds equal to the grant and wants the LMRWD share in the match 50/50. Administrator Loomis said as she was preparing this item for the meeting agenda she realized that the LMRWD usually enters into a cooperative agreement with the City.

Manager Raby commented on the city asking for 75% of the agreed funding.

Manager Salvato agreed with having the cooperative agreement in place first. President Hartmann agreed. Administrator Loomis said she could have the cooperative agreement at the February meeting.

President Hartmann made a motion to table the City of Carver Levee to the February 2021 meeting. The motion was seconded by Manager Raby. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

C. Remote meeting participation

No new information to report since last update.

D. Dredge Management

i. Vernon Avenue Dredge Material Management site

Administrator Loomis said the LMRWD received an amendment to the Grant agreement between the LMRWD and BWSR for the state appropriation. She noted the LMRWD received only one half of the money under the original agreement and this would authorize the second half of the appropriation.

Manager Raby asked about the extension to the expiration date and said to note the fourth recital. He wondered if the expiration needs to be extended to complete the work. Administrator Loomis noted reporting on the construction is being wrapped up. She noted there was other work included in the work plan that has yet to be completed. Staff is evaluating the other work and will prepare a schedule for completion of that work.

He made note of the grant reporting to make sure funding was not lost due to the LMRWD's failure to report.

Manager Raby made a motion to authorize execution of the amendment to the grant agreement P20-7873. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

ii. Private Dredge Material Placement

No new information to report since last update.

E. Watershed Management Plan

Administrator Loomis had nothing to report.

F. 2020 Legislative Action

Lisa Frenette, Frenette Legislative Advisors, reported there are still no in-person meetings at the Capitol. She provided an updated on the activities she has done on behalf of the LMRWD and its legislative priorities.

She reported on discussions held between the LMRWD and BWSR and that the LMRWD has the option to submit one bill or two that changes the language regarding the use of the appropriation the LMRWD receives from the State. The LMRWD is requesting a change that would allow a portion of the money to be used to replace the grant for Seminary Fen that was lost and then an additional change that would allow the money to be used for sediment reduction projects. She noted that LMRWD staff decided two bills are better. The board agreed with the approach being taken.

G. Education and Outreach Plan

Administrator Loomis said she doesn't have anything to add to what was reported in the executive summary. Ms. Young reported that there are three applicants for the Citizen Advisory Committee (CAC). Staff is working to set-up the inaugural meeting of the CAC.

Manager Raby asked about the replacement of the manager from Dakota County and if there has been any response to the direct mailing the LMRWD sent. Administrator Loomis said two people responded directly to her requesting more information. She noted she also invited them to join the meeting tonight.

H. LMRWD Projects

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

i. Eden Prairie Study Area #3

Administrator Loomis reported on the pre-proposal meeting and that there is a lot of interest in the project. She said staff will short list the proposals and determine if interviews are necessary. She noted that if staff determines interviews are necessary, the board can attend if they would like. Manager Raby said he was impressed with the level of bids.

ii. Amazon Fulfillment Center

Administrator Loomis explained stormwater from the Amazon distribution in Shakopee site flowed into a culturally sensitive area within Murphy's Landing. The city planned a project to divert water from the culturally sensitive area and asked the district to participate in the project. The LMRWD determined it would be appropriate for the LMRWD to participate by upgrading the ravine area where stormwater flow will be directed. The LMRWD estimate to stabilize the ravine in order to accept the additional water was \$35,000. The project is complete and the city is asking for reimbursement. She noted staff has inspected the project and that it was completed according to the plans and specification presented. Pictures were included as part of the meeting packet. Administrator Loomis asked for authorization of the payment.

Commissioner Udermann asked if Amazon would ever participate in the cost of an improvement like this. Administrator Loomis said that is a question for the City of Shakopee and that Amazon only leases the property.

President Hartmann made a motion to authorize reimbursement to the City of Shakopee of \$35,000 for costs incurred in ravine stabilization. The motion was

seconded by Manager Raby. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

iii. Schroeder's Acres Park

Administrator Loomis said this project was included in a watershed base funding grant.

Manager Raby asked for an explanation of the matching funds noted in the grant agreement. Administrator Loomis explained this project is being funded by a watershed based funding grant that included three other project. The watershed Based funding grant program requires a 10% match and that match is being paid by the city. Manager Raby asked how much received will be contributed. Administrator Loomis said it \$60,000 for this project. With the 10% match that means the city can spend \$66,000 on this project. Manager Raby asked if the City will receive the money right now. Administrator Loomis said the work will be done first and then the watershed will reimburse them for the work.

President Hartmann made a motion to authorize execution of the agreement for pass-through funding between the City of Savage and the LMRWD. The motion was seconded by Manager Raby. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

I. Project/Plan Reviews

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

No items this month

J. MPCA Soil Reference Values - no change since last update

7. COMMUNICATIONS

A. Administrator Report: Administrator Loomis commented on the Peterson wetland timeline.

She pulled up and shared a PDF from BWSR's website that shows the timeline for establishing a wetland bank. She said the City of Eden Prairie has not received the application. Attorney Kolb noted this is the absolute shortest amount of time it would take.

Administrator Loomis commented on the January 19, 2021 Metro MAWD meeting. MAWD has cancelled all of its 2021 meetings; MAWD Day at the Capitol, and the Summer Tour. The board discussed payment.

B. Managers: No Report

C. Committees: No report

D. Legal Counsel: No report

E. Engineer: No report

8. ADJOURN

At 8:01 pm, President Hartmann made a motion to adjourn the meeting. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato the following voted against: None.

The next meeting of the LMRWD Board of Managers will be 7:00, Wednesday, February 17, 2021 and will be held at the Carver County Government Center, 602 East 4th Street, Chaska, MN. Electronic access will also be available.

Lauren Salvato, Secretary

LOWER MINNESOTA RIVER WATERSHED DISTRICT
BOARD OF MANAGERS
WEDNESDAY, JANUARY 20, 2021
MEETING MINUTES

Attest:

Linda Loomis, Administrator

Item 4.B.
LMRWD 2-17-21

BEGINNING BALANCE	31-Dec-20	\$ 1,754,319.62
ADD:		
General Fund Revenue:		
Tax Settlement Scott County		\$ 102.96
Tax Settlement Dakota County		\$ 2,013.88
Tax Settlement Hennepin County		\$ 3,175.85
Payments in Lieu		\$ 13.47
		\$ 5,306.16
	Total Revenue and Transfers In	\$ 5,306.16
DEDUCT:		
Warrants:		
428328 Scott County SWCD	Q3 2020 monitoring expense &TACS	\$ 4,579.32
428332 State of MN - Dept. of Admin	Publication of RFP	\$ 84.00
428430 Daniel Hron	February 2021 office rent	\$ 650.00
428447 Rinke Noonan Attorneys at Law	December 2020 legal services	\$ 825.00
428454 US Bank Equipment Finance	February 2021 copier lease payment	\$ 168.10
100015109 HDR Engineering, Inc.	website maintenance	\$ 696.27
100015118 Naiad Consulting, LLC	Oct & Nov 2020 Admin services	\$ 22,994.48
100015134 Time Saver Off Site Secretarial	Prepare Dec 2020 meeting minutes	\$ 183.50
100015219 Naiad Consulting, LLC	December 2020 Administrative services	\$ 12,231.05
100015233 Young Environmental Consulting	Dec 2020 technical & E & O services	\$ 40,307.74
		\$ 82,719.46
	Total Warrants/Reductions	\$ 82,719.46
ENDING BALANCE	31-Jan-21	<u>\$ 1,676,906.32</u>

EXPENDITURES	2020 Budget	January Actual	YTD 2020	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 44,771.33	\$ 283,827.06	\$ 33,827.06
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 35,000.00	\$ 5,628.94	\$ 32,674.59	\$ (2,325.41)
Gully Erosion Contingency Fund		\$ 2,598.00	\$ 81,255.38	\$ 81,255.38
USGS Sediment & Flow Monitoring	\$ 19,700.00	\$ -	\$ 10,091.50	\$ (9,608.50)
Ravine Stabilization at Seminary Fen in Chaska	\$ 55,200.00	\$ -	\$ -	\$ (55,200.00)
Riley Creek Cooperative Project with RPBCWD	\$ 74,565.67	\$ -	\$ -	\$ (74,565.67)
Seminary Fen Ravine C-2	\$ -	\$ -	\$ 97.50	\$ -
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Gully Inventory	\$ -	\$ -	\$ 51,714.34	\$ 51,714.34
TH 101 Shakopee Ravine	\$ 35,000.00	\$ -	\$ -	\$ (35,000.00)
Assumption Creek Hydrology Restoration		\$ -	\$ -	\$ -
Carver Creek Restoration	\$ 15,000.00	\$ -	\$ -	\$ (15,000.00)
Groundwater Screening Tool Model	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
MN River Floodplain Model Feasibility Study	\$ -	\$ -	\$ -	\$ -
Schroeder Acres Park SW Mgmt Project	\$ 181,055.00	\$ -	\$ 260.00	\$ (180,795.00)
PLOC Realignment/Wetland Restoration	\$ -	\$ -	\$ -	\$ -
Spring Creek Project	\$ -	\$ -	\$ -	\$ -
West Chaska Creek	\$ -	\$ -	\$ 162.50	\$ 162.50
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ 50,000.00	\$ 3,001.71	\$ 4,225.33	\$ (45,774.67)
Geomorphic Assessments (Trout Streams)	\$ 50,000.00	\$ -	\$ 34,590.96	\$ (15,409.04)
Fen Stewardship Program	\$ -	\$ 238.00	\$ 78,962.21	\$ 78,962.21
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Bank Stabilization Project	\$ -	\$ 1,286.00	\$ 42,246.90	\$ 42,246.90
E. Chaska Creek Treatment Wetland Project	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
MN River Fens - gap analysis	\$ -	\$ -	\$ 762.20	\$ 762.20
Dakota County Fen Management Study	\$ 25,000.00	\$ -	\$ -	\$ (25,000.00)
Local Water Management Plan reviews	\$ 8,000.00	\$ -	\$ 16,289.96	\$ 8,289.96
Project Reviews	\$ 20,000.00	\$ 9,946.24	\$ 128,527.92	\$ 108,527.92
<i>Monitoring</i>	\$ 65,000.00	\$ 3,181.35	\$ 19,461.15	\$ (45,538.85)
<i>Watershed Management Plan</i>	\$ 56,000.00	\$ 6,901.75	\$ 34,732.54	\$ (21,267.46)
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00	\$ 4,078.17	\$ 54,265.27	\$ 24,265.27
<i>Cost Share Program</i>	\$ 20,000.00	\$ 1,087.97	\$ 10,131.61	\$ (9,868.39)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 315,000.00	\$ -	\$ 453,173.96	\$ 138,173.96
Total:	\$ 1,104,520.67	\$ 82,719.46	\$ 1,337,452.88	\$ (50,992.35)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 17, 2021

Agenda Item

Item 4. D. - Authorize execution of Joint Powers Agreement between the Dakota County Soil & Water Conservation District and the Lower Minnesota River Watershed District

Prepared By

Linda Loomis, Administrator

Summary

The Dakota County Soil & Water Conservation District monitors well levels within the Calcareous fens located within the boundaries of the LMRWD in Dakota County. In addition, the SWCD works on behalf of the LMRWD to provide education and technical assistance to LMRWD residents in Dakota County.

The scope of services is essentially the same as the 2020 agreement and the LMRWD will be billed for time and expenses. Over the course of the past three years the LMRWD has paid Dakota SWCD the following amount for monitoring:

2020	\$8,910.00
2019	\$9,599.99
2018	\$7,880

The above amounts do not include any fees paid for cost share projects or technical assistance related to the cost share projects. It also does not include any fees paid to the Dakota SWCD for administration of the Dakota County Fen grant through the Metro-area Watershed Based Funding Pilot Program.

Attachments

Joint Powers Agreement between the Dakota County Soil & Water Conservation District and the Lower Minnesota River Watershed District

Recommended Action

Motion to authorize execution

**JOINT POWERS AGREEMENT BETWEEN
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
THE LOWER MINNESOTA RIVER WATERSHED DISTRICT
FOR 2021 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.** Notwithstanding the dates of signatures of the parties, this Agreement shall be in effect as of January 1, 2021 and shall remain in effect until December 31, 2021, 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, 2021, until December 31, 2021, as expressed in the *2021 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 *2021 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

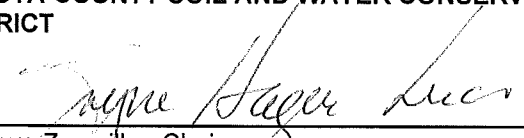
(Ownership of Work Product), 17 (Records Disclosure/Retention), 20 (Minnesota Law to Govern), and 22 (Disposition of Property).

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, Chair, or successor
Date of Signature 01-28-2021

Approved as to Form:

/s/ Helen R. Brosnahan 01/22/21
Helen R. Brosnahan
Assistant Dakota County Attorney/Date

SWCD Board Motion No.21.002
KS-21-45

2021 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

<p>Landscaping for Clean Water Workshops</p> <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). 	<p>Introduction Presentation = \$0</p> <p>Design Workshop = \$0</p>
<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. 	<p>12 hours @ \$80/hour = \$960</p>
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 AGREEMENT NOT TO EXCEED \$19,960

GENERAL 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

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, February 17, 2021

Agenda Item

Item 4. E. - Authorize letter to MAWD regarding membership dues

Prepared By

Linda Loomis, Administrator

Summary

MAWD has recently sent its annual request for payment of membership dues. A letter to MAWD notifying them of the LMRWD Board's decision to not renew membership this year has been drafted and is attached for the Board's approval and authorization to execute the letter.

Attachments

Letter to Mary Texer, MAWD Board President dated February 17, 2021

Recommended Action

Motion to authorize execution of letter and send to MAWD



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Carver

Lauren Salvato
Secretary

Dakota

Vacant

Hennepin

David Raby
Treasurer

Adam Frey
Vice President

Scott

Jesse Hartmann
President

February 17, 2021

Minnesota Association of Watershed District
Mary Texer, President
595 Aldine Street
Saint Paul, MN 55104

RE: Renewal of Membership

Dear Ms. Texer,

The Board of Managers of the Lower Minnesota River Watershed District (LMRWD) after much discussion and careful consideration has decided not to renew its membership in the Minnesota Association of Watershed Districts in 2021.

Sincerely,

Jesse J. Hartmann
President
Lower Minnesota River Watershed District

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

112 East 5th Street
Suite 102
Chaska, MN 55318

E-mail:
info@lowermnrivewd.org



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday February 17, 2021

Agenda Item

Item 4. F. - Internal Controls Policy

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD maintains internal controls and procedures for financial management. It appears that the District's Internal Controls and Procedures for Financial Management has not been updated since 2011. The 2011 internal controls document procedures and processes used by staff at that time. Over the last 10 years, processes utilized by the District have changed and the attached proposed internal controls reflect current practices of the District.

Prior to 2013, the LMRWD maintained its own checking account and managed the investment of LMRWD funds. A Certified Public Accountant was used to prepare financial reports and assist with check writing and cash management. In 2013, the LMRWD entered into an agreement with Carver County to provide financial services. Carver County co-mingles LMRWD funds with its own funds and is therefore responsible for cash management. Carver County services also include invoice processing, disbursements, receipts, payroll (if needed), monthly reporting and document imaging for claims, receipts and journal entries.

Attachments

Updated Internal Controls and Procedures for Financial Management

Recommended Action

Motion to approve Internal Controls and Procedures for Financial Management

Lower Minnesota River Watershed District

Internal Controls and Procedures for Financial Management

February 2021

The Lower Minnesota River Watershed District (LMRWD) is a special purpose unit of government established under Minnesota Statute Chapter 103D. The State of Minnesota has granted as valorem taxing authority to watershed districts for the purpose of funding water resource related projects and activities.

The LMRWD is governed by a five member Board of Managers (one each from Carver, Dakota and Scott counties and two from Hennepin County) appointed to staggered terms by the County Boards of Commissioners of Carver, Dakota, Hennepin and Scott Counties. In 2000, the LMRWD hired a District Administrator to oversee and direct day-to-day activities and to carry out the Water Management Plan. In December 2013, the LMRWD made this position a consulting position.

The LMRWD implements the following internal controls for the management of its financial resources.

Annual Budget

The administrator develops a proposed budget on an annual basis. The Administrator presents the proposed budget to the Board of Managers for their review and consideration. The Board of Managers adopts the annual budget and submits it to the counties of Carver, Dakota, Hennepin and Scott.

Financial Management

The LMRWD contracts with Carver County Finance Department to act as a fiscal agent, for accounting services that include; invoice processing, disbursements, receipts, payroll (if needed), cash management monthly reporting and document imaging for claims, receipts and journal entries.

The Administrator receives monthly bills and invoices at the Watershed District office or by email. The Administrator reviews the bills and approves payment, preparing a form requesting payment for each claim that is made. Forms are submitted to the County every two weeks. Disbursements are reviewed by the Carver County Board of Commissioners for accuracy as payments are made from the County's checking account on the District's behalf, but the District has sole discretion on how funds are spent.

Payments of recurring expenses are paid as they are received. Payment of non-recurring or extraordinary expenses must received prior approval from the Board of Managers before payment is made.

Carver County Finance Department prepares monthly reports that track each of the Watershed District's funds and account balances. The Administrator reviews the Treasurer's Report and distributes the Report to the Board of Managers for review at the Board's monthly meeting.

At the monthly Board meeting, the financial report is presented to the Board of Managers. Following discussion, if any, the Board of Managers receives and files the Financial Report.

The Watershed District does not have a District Credit Card. The District requires receipts for all expenses invoiced by consultants. Unusual expenses require Board authorization.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 17, 2021

Agenda Item

Item 4. G. - Authorize amendment to Professional Services Agreement between LMRWD and DRB Consulting, LLC

Prepared By

Linda Loomis, Administrator

Summary

In November of 2019, the Board of Managers authorized staff to work with DRB Consulting, LLC (DRB) to begin a process to better manage the District's data. An agreement for professional services between the LMRWD and DRB was entered into in February of 2020. We began work to assess the District's needs shortly thereafter.

In March 2020 COVID lock down slowed things down and there was a need for the DRB to change personnel that was working with the LMRWD. We essentially had to start over again. The original deadline in the agreement was May 31, 2020. That is about the time that the change in personnel working with the LMRWD occurred. We are now at the point where a new filing structure is being set-up in the cloud using Microsoft SharePoint and we anticipate the project will be complete by the end of March. DRB has asked for the Professional Service Agreement (PSA) to be amended to be reflective of the newest time frame.

The Board should authorize execution of the amendment extending the end date of the PSA.

Attachments

Professional Services Agreement between LMRWD and DRB Consulting, LLC

Amendment to Professional Services Agreement extending the end date of the agreement

Recommended Action

Motion to authorize execution of amendment to Professional Services Agreement between LMRWD and DRB Consulting, LLC

Lower Minnesota River Watershed District

Standard Professional Services Agreement

THIS AGREEMENT is between the Lower Minnesota River Watershed District and DRB Consulting, LLC, (Consultant) for document management review and reporting services to be provided under the terms of this Agreement.

The Lower Minnesota River Watershed District and the Consultant for the consideration hereinafter stated agree as follows:

I. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of the Consultant's Professional Services Proposal (**Attachment A**), the Consultant's Scope of Services, labor rates and schedule. The Contract Documents are hereby incorporated into this Agreement and are as much part of this Agreement as if fully set forth herein.

II. SCOPE OF SERVICES

Consultant shall perform for the Lower Minnesota River Watershed District the services illustrated in **Attachment A**.

III. COMPENSATION

Consultant's total compensation under this Contract shall be:

X On an hourly basis according to the attached rate schedule plus reimbursable expenses for a fee not to exceed \$15,146.00.

Eligible reimbursable expenses must be included in Consultant's Scope of Services and agreed to by the Lower Minnesota River Watershed District.

Consultant shall submit monthly itemized invoices for services rendered to the Lower Minnesota River Watershed District Administrator whose name and address appears in Paragraph XVII of this Contract and whose signature appears on the signature page of the Contract. If uncontested by the Lower Minnesota River Watershed District, the Lower Minnesota River Watershed District shall pay all such invoices within 35 days of receipt of the invoice by mailing the payment to the person identified by Consultant in Paragraph XVII of this Contract.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from February 10, 2020 through May 31, 2020, **unless** otherwise extended by the Lower Minnesota River Watershed District or terminated earlier under Paragraph XVI, Cancellation, Default and Remedies.

V. SUBSTITUTIONS AND ASSIGNMENTS

Upon approval by the Lower Minnesota River Watershed District, the Consultant may substitute other persons to perform the services listed in Consultant's Scope of Services. If substitution is permitted by the Lower Minnesota River Watershed District, the Consultant shall furnish information to the Watershed District Administrator signing this Contract for the Lower Minnesota River Watershed District to allow proper review of the qualifications of the substituted person.

No assignment of this Contract shall be permitted without the written amendment signed by the Lower Minnesota River Watershed District and the Consultant.

VI. INSURANCE

Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
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If Consultant is based outside the State of Minnesota, coverage must apply to Minnesota law. In accordance with Minnesota law, if Consultant is a sole proprietor, it is exempted from the above Workers' Compensation requirements. If Consultant should hire employees or subcontract this work, Consultant shall obtain the required insurance.

Employer's Liability. Bodily injury by:	
Accident—Each Accident	\$500,000
Disease—Policy Limit	\$500,000
Disease—Each Employee	\$500,000
Professional Liability—Per Claim	\$1,500,000
Aggregate	\$2,000,000

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles.

An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of Consultant to determine the need for and to procure additional insurance which may be needed in connection with this Contract. Upon written request, Consultant shall promptly submit copies of insurance policies to the Lower Minnesota River Watershed District.

Consultant shall not commence work until it has obtained required insurance and filed with the Lower Minnesota River Watershed District, a properly executed Certificate of Insurance establishing compliance. To the extent not precluded by Minnesota Law, certificate(s) must name the Lower Minnesota River Watershed District as the certificate holder and as an additional insured for the general liability coverage(s) for all operations covered under the Agreement. The certificate must also show that the Lower Minnesota

River Watershed District will receive 30-day prior written notice in the event of cancellation, nonrenewal, or material change in any described policies.

Consultant shall furnish to the Lower Minnesota River Watershed District updated certificates during the term of this Contract as insurance policies expire. If Consultant fails to furnish proof of insurance coverages, the Lower Minnesota River Watershed District may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. The Lower Minnesota River Watershed District does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section. Duty to Notify. Consultant shall promptly notify the Lower Minnesota River Watershed District of any claim, action, cause of action or litigation brought against Consultant, its employees, officers, agents or subcontractors, which arises out of the services contained in this Contract. Consultant shall also notify the Lower Minnesota River Watershed District whenever Consultant has a reasonable basis for believing that Consultant and/or its employees, officers, agents or subcontractors, and/or the Lower Minnesota River Watershed District, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Contract. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Contract.

Subrogation and Risk Allocation. In order that Consultant may provide its services at a reasonable cost but still provide for a reasonable response to claims and other liabilities, both parties waive in favor of the other party only, all rights of subrogation for losses covered by their respective insurance policies. Neither party shall be liable to the other for any indirect, consequential, or special damages. The maximum aggregate liability of Consultant as to claims arising out of this Agreement, regardless of the legal or equitable basis for any of them is five million USD (\$5,000,000 USD).

Remainder of page intentionally left blank.

VII. DATA PRACTICES

Consultant, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If Consultant creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the Lower Minnesota River Watershed District pursuant to this Contract, then Consultant must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance.

Consultant agrees to defend, indemnify and hold harmless the Lower Minnesota River Watershed District, its officials, officers, agents, employees, and volunteers from any claims resulting from Consultant's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Consultant agrees to promptly notify the Lower Minnesota River Watershed District if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Contract.

VIII. COMPLIANCE WITH THE LAW

Consultant agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363A), , and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event the Consultant has questions concerning these requirements, The Lower Minnesota River Watershed District agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Contract.

IX. AUDITS

The Consultant agrees that the Lower Minnesota River Watershed District, the State Auditor or any of their duly 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, and records that are relevant and involve transactions relating to this Contract. Consultant shall maintain these materials and allow access during the period of this Contract and for one (1) year after its termination or cancellation.

X. APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise under this Contract will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

XI. CONFLICT AND PRIORITY

If a material conflict is found between provisions in this Contract, the Consultant's Scope of Services, or the Consultant's Proposal. If any, the provisions in the following rank order shall take precedence: 1) Contract; 2) Consultant's Scope of Services; 3) Consultant's Proposal.

XII. CANCELLATION, DEFAULT AND REMEDIES

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the Lower Minnesota River Watershed District has the right to terminate this Contract, if the Consultant has not cured the default after receiving seven (7) days written notice of the default.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Lower Minnesota River Watershed District for damages sustained by the Lower Minnesota River Watershed District as a result of any breach of this Contract by the Consultant. The Lower Minnesota River Watershed District may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the Lower Minnesota River Watershed District is determined. The rights or remedies provided here shall not limit the Lower Minnesota River Watershed District, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the Lower Minnesota River Watershed District under law.

XIII. NOTICES

Any notice or demand authorized or required under this Contract shall be in writing and shall be sent to the other party as follows:

To the Consultant:

**DRB Consulting, LLC
1302 Bellavista Drive
Buffalo, MN 55313**

Attn: Debra Brisk

To the Lower Minnesota River Watershed District:

**Lower Minnesota River Watershed District
12 5th Str. E. Suite 102
Chaska, MN 55318**

Attn: Linda Loomis, Administrator

XIV. INTELLECTUAL PROPERTY

Unless the Consultant is subject to one or more of the intellectual property provisions in sub-section (a), (b) or (c) below, the Lower Minnesota River Watershed District owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the Lower Minnesota River Watershed District and will be surrendered to the Lower Minnesota River Watershed District immediately upon completion, expiration, or cancellation of this Contract. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

In consideration for all rights to Consultant's Work, Lower Minnesota River Watershed District will waive, hold harmless, and indemnify Consultant, and its directors, officers, agents, employees, and sub consultants, from any and all claims arising out of the Lower Minnesota River Watershed District's reuse or misuse of this Work, with the exception of the negligent acts, errors or omissions of Consultant and its directors, officers, agents, employees, and sub consultants.

- (i) Data-Ownership: The Lower Minnesota River Watershed District is the sole owner of all information, data, algorithms, policies or programs used by the Consultant in designing, developing and producing the "Work" that is the subject of this Contract.
- (ii) Further Assurances: Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated in this Contract.

XV. CONFLICT OF INTEREST/CODE OF ETHICS

By signing this Contract, the Consultant agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the Lower Minnesota River Watershed District. If the Consultant is unclear if a conflict of interest exists, the Consultant will immediately contact the Lower Minnesota River Watershed District Administrator and ask for an interpretation.

The parties agreeing have caused this Contract to be signed as follows:

FOR THE CONSULTANT:

By: Debra R. Brisk, President

Date: 1.27.2020

By signing this agreement, I represent that I have the authority to enter and bind the Consultant to this agreement.

FOR THE LOWER MINNESOTA RIVER WATERSHED DISTRICT:

By: Linda Loomis

Linda Loomis, Administrator for Lower Minnesota River Watershed
District

Date: 2-27-20

Attachment A – Scope of Work & Schedule

October 31, 2019

Linda Loomis
12 5th Str. E. Suite 102
Chaska, MN 55318

DRB Consulting provides to you and your team a proposal to support analysis and an evaluation of options to support document management for the Lower Minnesota River Watershed District.

BACKGROUND: The Lower Minnesota River Watershed District (District) produces, receives, maintains and retains a number of documents. These documents are placed in various places, including network drives and physically stored in offices as hard copies. Based on the organizational structure, board member agencies also have documents related to the District. Publicly available documents (plans, board minutes) are available and accessed via <http://lowermnrivewd.org/>. All other documents retained by the District are stored at the District as paper or digital formats. These latter documents are reviewed, created and / or modified by District staff, vendors and other stakeholders while in progress of review and comment and ultimately retained for reference.

CHALLENGE / OPPORTUNITY: Documents stored at the District have limited accessibility. Paper documents require travel to the District office and requires staff time to copy or scan. Access to digital documents requires the administrator to locate and produce a copy (paper or electronic) of the requested document to the requestor.

OPPORTUNITY / SOLUTION: The DRB team will facilitate an assessment with the District to provide a solution that will provide a single electronic repository. The repository will be phased and implemented based on the District's recommended prioritization of documents. This proposal is to provide facilitation and knowledge of options to address the goal of maintaining the integrity of the District's documents and providing ease of searching and access of the documents to stakeholders.

OUTCOMES INCLUDE:

- Analysis and documentation of the types of documents and identifying District meta data (Searchable terms)
- Identifying optional systems and providing recommendation to the District on the pros / cons of systems to support document management.
- Implementation of document management software
- District will have a host site that is accessible and searchable for documents
- District staff will receive training and documentation to support the system (a system that is useable and functional for the District)

APPROACH:

The following tasks illustrate the approach to meet the outcomes.

Task 1 - Determine and validate the current document and anticipated growth factor for documents (current storage capacity and future capacity) (6 hours)

** Dependent on document volume*

*** Because of the non-sensitive nature of documents, several low-cost solutions for document management software are available. In addition to Google and Microsoft, open source options exist.*

The beginning of Task 1 is to have an understanding of the paper and electronic documents that the District has. The hours listed are a dependent on the number and types of documents.

Task 2 – Identify document types, categories, tags (meta data) (30 hours) *

Receive affirmation from the District on the document types, categories and tagging terms (meta data).

Task 3 - Identify stakeholders and access (4 hours)

Receive affirmation on accessibility and number of stakeholders / partners / individuals who will use the system.

Task 4 - Host and software research, prepare options and recommendation. ** (32 hours)

Provide to District options and pros / cons of the options. District responds with a recommendation.

Task 5 - Technology Implementation (20 hours)

Provide support to the implementation of the recommended and approved technology for deployment to the District.

Task 6 – Training and user documentation (22 hours)

Task 7 - Project Management Task – includes oversight and monthly invoicing. (5 hours)

ASSUMPTIONS

- Documents do not contain confidential or sensitive information
- Solution does not provide functionality to create or modify documents
- All documents are in nonproprietary formats
- Solution will support .pdf and Microsoft office generated documents
- ***Solution does not contain cost of document management system, hosting, imaging or uploading of the documents into the system***

Thank you for the opportunity to provide this proposal to you.

Debra R. Brisk

Debra R. Brisk, P.E.

* *Dependent on document volume*

** *Because of the non-sensitive nature of documents, several low-cost solutions for document management software are available. In addition to Google and Microsoft, open source options exist.*

DRB CONSULTING, LLC

Watershed District Proposal (document & data management)

October 31, 2019

TASK / ACTION	DESCRIPTION	Debra Brisk, P.E. (Project Sponsor)	Sandy Hvizdos (Analyst)	Mariah Helgeson (Administrative Support)	TOTAL HOURS	ASSUMPTIONS
TASK 1	Host requirements					
	Determine and validate the current document and storage growth factor and space requirements – short - long term storage needs	0	6	0	6	
Task 1 Subtotal		0	6	0	6	
TASK 2	Meta data					
	Identify document types, categories, tags and indices	0	30	0	30	Dependent on document volume
Task 2 Subtotal		0	30	0	30	
Task 3	Access definitions					
	Identify stakeholders and access	0	4	0	4	
Task 3 Subtotal		0	4	0	4	
Task 4	Recommendations / Report					
	Host and software research, prepare options and recommendation	2	20	10	32	
Task 4 Subtotal		2	20	10	32	
Task 5	Implementation					
	Implement technology	0	20	0	20	
Task 5 Subtotal		0	20	0	20	
Task 6	Training and Documentation					
	Training and user documentation	2	10	10	22	
Task 6 Subtotal		2	10	10	22	
Task 7	Project Management					
	Oversite and invoicing	5	0	0	5	
Task 7 Subtotal		5	0	0	5	
	TOTAL HOURS	9	90	20	119	
	Hourly rates are loaded with base rate, estimated OH rates and 10% profit.					
	Hourly Rates	\$156.00	\$140.00	\$45.00		
	Total Cost	\$1,404.00	\$12,600.00	\$900.00	\$14,904.00	
	Expenses	<i>Mileage - estimated</i>	200.00	\$0.59	\$117.00	
		<i>Parking</i>			\$25.00	
		<i>Printing / Misc.</i>			\$100.00	
					\$242.00	
			Total Expenses		\$242.00	
			TOTAL		\$15,146.00	
	I certify that this cost estimate is that of DRB CONSULTING, LLC					
	Debra R. Brisk	<i>Debra R. Brisk, P.E. On Behalf of DRB CONSULTING</i>				

Date

October 31 2019

DETAILED TASK SCHEDULE & Outputs / dependencies

	Task	Description	Input	Output	Hours	Dependency	Proposal reference
I	Requirements Gathering	Prep intake document; interview client; draft requirement document	Requirements form	document types, users, access, special controls, workflow, growth; naming conventions, cost restrictions, technology restrictions, back up needs, goals	5	none	1, 2, 3
II	Access electronic documents	Secure documents for review	thumb drive	electronic document inventory volumes; growth patterns	1	none	1
III	Access paper documents	Visit document storage area.	paper documents	inventory volumes	5.5	none	1
IV	Analyze electronic documents	Review all electronic documents; identify types; authors; contributors; indices	thumb drive of documents	spreadsheet of analysis	10	I, II	2
V	Analyze paper documents	Site visit to storage location; perform same analysis on as big of sample as possible	physical files	spreadsheet of analysis; high level scan algorithm based on existing filing system	20	I, III	2
VI	Finalize requirements	Prepare system requirement documentation	all outputs	Requirements signed off by client	4	IV, V	4
VII	Research system options	Include m/s; google and open source	Requirements document;	tech specs	20	VI	4
VIII	Prepare and present option document	Option and recommendation documentation prepared and sent to client for review	Requirement documents, tech specs	Option/recommendation document	8	VII	4
IX	Review with client	walk through document and identify next steps	option. Recommendation document	direction on technology	2	VIII	4
X	Licensing and set up	identify technology, set up access	hosting and software source	licensing, user access	4	IX	5
XI	Software setup	set up parameters, test out functionality	access, doc types, electronic document sample, paper document sample, scanner	test system populated with documents	16	X	5
XII	Create user documentation	Based on user function - system manager, document manager, end user	User types, system software	how to manuals	10	VI, XI	6
XIII	User training & Support	provide training of system, review documentation, address questions/concerns	User list; documentation		10	XII	6

Lower Minnesota River Watershed District
Amendment to Professional Services Agreement

This amendment is for the professional services agreement between the Lower Minnesota River Watershed District (LMRWD) and DRB Consulting, LLC (Consultant) dated February 27, 2020.

1. The parties hereto agree to amend Section IV. EFFECTIVE DATE AND TERMINATION DATE by extending the end date of the agreement to April 30, 2021.

LOWER MINNESOTA RIVER WATERSHED DISTRICT

By: _____ Date: _____
Linda Loomis, Administrator

DRB CONSULTING, LLC

By: Debra R. Brisk (Electronic signature authorized by Debra) Date: February 21, 2021
Debra R Brisk, President



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 17, 2021

Agenda Item

Item 4. H. - Authorize execution of Intergovernmental Services Agreement between the Metropolitan Council and the LMRWD and authorize execution of Pass-through Funding Agreement

Prepared By

Linda Loomis, Administrator

Summary

Since December of 2018, the US Fish & Wildlife Services (USFWS) and the LMRWD have been monitoring Chloride levels in Ike's Creek. Monitoring has been done informally; USFWS collected samples and delivered them to a lab for analysis. The LMRWD paid for analyzing the samples. USFWS staff collected samples as they were able; testing was not done on a regular schedule.

USFWS and the LMRWD discussed conducting sampling on a regular basis. The Metropolitan Council collects samples and analyzes the samples from others streams and creeks in the Metro-area. Both USFWS and the LMRWD contacted the Met Council about adding Ike's Creek to the list of waters they sample. The Met Council agreed and an agreement was drafted that details the services Met Council will provide. USFWS recommended that they not be a party to the monitoring agreement and that only the Met Council and the LMRWD be parties to the agreement. That agreement is attached and the Board should make a motion to authorize execution of the agreement. The agreement is currently under review by legal counsel.

There is a non-profit organization affiliated with the MN Valley Wildlife Refuge, Friends of the Refuge that accepts donations on behalf of the Refuge. Friends of the Refuge has received a donation from Cargill to fund the collection and analysis of water samples from Ike's Creek for Chloride. The LMRWD and Friends of the Refuge will enter into a pass through funding agreement to pay the LMRWD for the cost of services to be provided by the Met Council. That agreement is attached and a motion should be made to authorize execution of the agreement. The agreement is also being reviewed by legal counsel.

Attachments

Intergovernmental Services Agreement between the Metropolitan Council and the LMRWD
Agreement for Passthrough Funding for Monitoring Ike's Creek

Recommended Action

Motion to authorize execution of both the Intergovernmental Services Agreement between the Metropolitan Council and the LMRWD and the Agreement for Passthrough Funding for Monitoring Ike's Creek

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE METROPOLITAN COUNCIL AND
THE LOWER MINNESOTA WATERSHED DISTRICT**

THIS AGREEMENT is made and entered into by and between the Metropolitan Council (“Council”) and the Lower Minnesota Watershed District (“District”), each acting by and through its duly authorized officers.

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

The Council and the District agree to undertake a professional water chemistry monitoring program to characterize chloride pollution in Ike’s Creek, including sample collection, laboratory analysis and data review and validation. The Council will collect water samples and analyze samples for chloride, temperature, specific conductance, calcium, magnesium, hardness, sulfate, and alkalinity. The Council will review the analytical data for validity and provide the reviewed data to the District.

II. SPECIFIC SCOPE OF SERVICES

2.01 Monitoring Program. The District and the Council agree to partner in a study to characterize chloride pollution in Ike’s Creek.

a. General Purposes of Program

The Council will collect water samples from two locations on Ike’s Creek and analyze samples for chloride, temperature, specific conductance, calcium, magnesium, hardness, sulfate, and alkalinity. The Council will review the analytical data for validity and provide the reviewed data to the District.

b. Specific Lake/Stream/River and Location Involved:

Lake/River/Stream	County	Monitoring Location
Ike’s Creek	Hennepin	Site A Upstream
Ike’s Creek	Hennepin	Site B Downstream

c. Monitoring Program Plan

The Council will collect approximately 42 samples between the commencement of this agreement through June 29, 2021, including bi-weekly (once every two weeks) routine grab samples and Thaw-Event Samples (“Thaw-Even Samples” are samples collected after two days with daily temperatures above 32 degrees Fahrenheit) as conditions permit. The parties understand that the actual number of Thaw-Event Samples is contingent on weather.

The Council will analyze samples for temperature and specific conductance in situ and chloride, calcium, magnesium, hardness, sulfate and alkalinity in the laboratory.

The Council will review and validate the data, publish the data on Environmental Information Management System (“EIMS”) website and provide a spreadsheet of final data to the District.

d. Program Costs

- i. Labor. Council Water Resources staff labor will be billed at Council’s cost for the services in this Section II with a not to exceed amount of \$5,040.00 for sample collection and delivery and not to exceed \$1,200.00 for data review and validation.
- ii. Samples. All samples will be analyzed by Council Laboratory Services for \$55.00 per sample.

Analyte	Analysis Code	Cost per Analysis
Chloride	CL-AV	\$15.75
Ca, Mg, Hardness	HARD-OESV	\$12.00
Sulfate	SO4-ICV	\$13.50
Alkalinity	ALK-AV	\$13.50

Total program costs will not exceed \$8,460.00 for labor and sample analysis for services expressly stated this Section II. The parties by written amendment, signed by authorized representatives, may amend this agreement to add or change services.

2.02 District Responsibilities. The District agrees that it will:

- a. provide online orientation to Council Water Resources staff before sampling begins to address questions of creek access and monitoring locations,
- b. provide in-person orientation to Council Water Resources primary sampling crew to address questions of creek access and monitoring locations, and
- c. provide letters or other written agreement granting permission for site access from City of Bloomington, US Fish and Wildlife Service and additional parties as needed for the Council to perform its obligations under this Agreement.

2.03 Council Responsibilities. The Council agrees that it will:

- a. provide all sampling equipment, collect all samples according to the sampling schedule, measure temperature and specific conductance of the sample and deliver all samples to Council Laboratory Services for analysis,
- b. analyze all samples for chloride, calcium, magnesium, hardness, sulfate, alkalinity,
- c. store, review and validate data and publish validated data on EIMS website,
- d. collect final sample on or about 6/29/2021, and
- e. provide reviewed and validated data on or about 9/30/2021.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Period of Performance, the District agrees to pay the Council for services provided at the rates listed in Section II., subsection 2.01.

3.02 Payment Schedule. Payment of the total amount owing to the Council by the District shall be made within 30 days of the date of the invoice. The District will be invoiced quarterly.

Invoices are to be sent to:

Attention: Linda Loomis
Department: Lower Minnesota River Watershed District Naiad Consulting, LLC
Email: naiadconsulting@gmail.com
Phone: 763-568-9522 Cell
763-545-4659 Home/Office

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on 01/19/2021, and will terminate on 9/30/2021, or following work completion and payment, whichever occurs first.

4.02 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

4.03 District Personnel. Linda Loomis, or such other person as may be designated in writing by the District, will serve as the District's representative and will assume primary responsibility for coordinating all services with the Council.

Name: Linda Loomis
Title: Administrator, Lower Minnesota River Watershed District
Naiad Consulting, LLC
Party: Lower Minnesota Watershed District
Address: 6677 Olson Memorial Highway Golden Valley, MN 55427
Email: naiadconsulting@gmail.com
Phone: 763-568-9522 Cell
763-545-4659 Home/Office

4.04 Council's Contract Manager. The Council's Contract Manager for purposes of administration of this agreement is Casandra Champion, Program Manager, or such other person as may be designated in writing by the Council's Regional Administrator. The Council's Contract Manager will be responsible for coordinating services under this agreement. However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

Name: Casandra Champion
Title: Principal Environmental Scientist
Party: Metropolitan Council Environmental Services

Address: 2400 Childs Rd Saint Paul, MN 55106
Email: Casandra.champion@metc.state.mn.us
Phone: 651-602-8745

4.05 Equal Employment Opportunity; Affirmative Action. The Council and the District agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the District agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

4.06 Liability. Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).

4.07 Copyright. No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or District.

4.08 Termination of Agreement. The Council and the District will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination. In the event of such termination, the Council will invoice and be paid for products and/or services rendered and/or in process before the effective date of termination.

4.09 Force Majeure. The Council and the District agree that the District shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Council and the District.

4.10 Audits. Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices relative to this agreement shall be subject to examination, including by the parties, legislative auditor and/or state auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the District notifies Provider in writing that the records need no longer be kept.

4.11 Relationship of Parties and Their Employees. Nothing contained in this agreement is intended, or should be construed, to create the relationship of co-partners or a joint venture between the Council and the District. No tenure or any employment rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, retirement, or other benefits available to the employees of one of the parties, including indemnification for third party personal injury/property damage claims, shall accrue to employees of the other party solely by the fact that an employee performs services under this agreement.

4.12 Applicable Law; Compliance with Law. The laws of the state of Minnesota shall govern this agreement. In the performance of its obligations pursuant to this agreement, the parties agree to comply with all applicable provisions of federal, state, and local laws, regulations, and directives, and agrees that the most recent of such provisions will govern this contract at any particular time, including but not limited to Minnesota Statutes Chapter 13.

4.13 Severability. If any part of this agreement is rendered void, invalid or unenforceable such rendering shall not affect the remainder of this agreement unless it shall substantially impair the value of the entire agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

METROPOLITAN COUNCIL

LOWER MINNESOTA WATERSHED DISTRICT

Signed: _____

Signed: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

AGREEMENT FOR PASSTHROUGH FUNDING FOR MONITORING IKE'S CREEK

This agreement, made and entered into this ____ day of _____ 2021, by and between the Lower Minnesota River Watershed District, a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, hereafter referred to as the "LMRWD" and the Minnesota Valley Refuge Friends, a 501c3 non-profit organization committed to the Minnesota Valley National Wildlife Refuge, hereinafter referred to as the "Friends".

RECITALS:

WHEREAS, the Friends and the LMRWD desire to undertake regular professional water chemistry monitoring program to characterize chloride pollution in Ike's Creek, including sample collection, laboratory analysis and data review and validation; and

WHEREAS, the Metropolitan Council has agreed to provide program services as described in an Intergovernmental Agreement Between the Metropolitan Council and the LMRWD (Attachment 1); and

WHEREAS, the Friends agrees to pay for program services as described in the Intergovernmental Agreement Between the Metropolitan Council and the LMRWD, hereinafter referred to as the "Program".

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein; and
2. The Program as described in the Intergovernmental Agreement Between the Metropolitan Council and the LMRWD consists of collecting water samples and analyzing samples for chloride, temperature, specific conductance, calcium, magnesium, hardness, sulfate and alkalinity; and
3. Program activities are set forth in Attachment 1. Milestones include: 1) execution of an agreement between the LMRWD and the Friends for pass through funding to pay for the Program; 2) starting the Program in 2021; and 3) completing the Program on 9/30/2021, or following work completion and payment, whichever occurs first; and
4. The Program will be completed by the Metropolitan Council; and
5. The LMRWD will comply with all of the terms and conditions of the Intergovernmental Agreement Between the Metropolitan Council and the LMRWD as Attachment 1; and
6. The Friends shall reimburse the MRWD actual allowed costs related to the Program, not to exceed \$8,460.00. Reimbursements shall be made within thirty (30) days after receipt of invoices documenting incurred expenses; and
7. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other,

its officers, agents and employees from all claims, demands, actions or causes of actions arising out of the negligent performance by its officers agents or employees; and

8. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under section 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statutes Chapter 471.59, Subdivision 1a, as a single governmental unit; and
9. It is further agreed that any and all employees of each party and all other person engaged by a party in the performance of any work or service required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensations Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party; and
10. The provisions of Minnesota Statute Chapter 181.59 and of any applicable local ordinance relating to Civil Rights and discrimination shall be considered a part of this Agreement as though fully set forth herein, including Exhibit B, which is attached and hereby incorporated; and
11. Pursuant to Minnesota Statutes Chapter 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of the LMRWD and the City pursuant to the Agreement shall be subject to examination by the LMRWD, the City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the LMRWD and the City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the LMRWD or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the LMRWD or the City notifies each party in writing that the records no longer need to be kept; and
12. 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 performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota; and

13. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party; and
14. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the LMRWD: Lower Minnesota River Watershed District
 Linda Loomis, Administrator, her/his successors or assigns
 112 East Fifth Street, Suite #102
 Chaska, MN 55318

To the Friends: Minnesota Valley Refuge Friends
 Sara N. Blood, Executive Director, her/his successors or assigns
 3815 American Boulevard East
 Bloomington, MN 55425

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective authorized officers as of this day and year first above written.

LOWER MINNESOTA RIVER WATERSHED DISTRICT:

MINNESOTA VALLEY REFUGE FRIENDS:

By: Jesse Hartmann, President

By: _____, President

Date: _____

Date: _____

Approved as to form & execution:

District counsel

By: _____, Executive Director

Date: _____

Approved as to form & execution:

Friends counsel



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 17, 2021

Agenda Item

Item 6. B. City of Carver Levee

Prepared By

Linda Loomis, Administrator

Summary

This item was tabled at the last meeting, because the Board had a question about why the city was requesting more than one-half the amount of funding the District agreed to contribute. In addition, the Board wanted to have an agreement in place between the City and the LMRWD.

The City said they would like to use the LMRWD contribution to assist with funding the match required by the grant the City received under the Flood Hazard Mitigation Program. Since the City is required to provide a match of \$150,000 they thought it made sense to split the match 50/50 and between the City and the LMRWD.

The City has provided a scope of services from Bolton & Menk for the next phase of the levee improvement project. The scope of services is attached. A cooperative agreement between the City and the LMRWD is being drafted but has not been reviewed by the City or by legal counsel for the LMRWD.

Attachments

Scope of services to be provided by Bolton & Menk

Cooperative Agreement between the City of Carver and the Lower Minnesota River Watershed District

Recommended Action

No action recommended



Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

January 27, 2020

Mr. Brent Mareck
City Manager
City of Carver

RE: Carver Levee Preliminary Design and Easement Determination

Dear Mr. Mareck,

In accordance with your request, below is a budget summary for the preliminary design costs associated with the Carver Levee Improvements. This scope has been developed to stay within the available budget of \$300,000 for 2021. The \$300,000 budget limit reflects the funds currently made available by the funding partners. This includes: State of Minnesota DNR (\$150,000), LMRWD (\$75,000) and City of Carver (\$75,000).

Project Purpose

The intent of this preliminary design phase is to further develop the previous levee concept plans to a more detailed level of design. The efforts in this phase will generate necessary information that will further position the project for funding, permits, and move the project closer to bid documents. This phase will complete the following tasks:

Task 1 – Communications/Administration

Communications and administration will be required throughout the levee improvement project. Nicole Schmidt will be the lead on the development of communication effort. This effort is anticipated to include three key areas:

Public Engagement – The public will be kept up to date on the progress of the levee improvements. This will be done through presentations to the Council, informational meetings, publications and media releases. We will work with City staff and Council to determine the frequency and content of each public engagement effort. This will assure to the Council and Residents that issues are being heard and responses being provided.

The public engagement effort will include face-to-face meetings on site with property owners who will be directly affected by the levee project. We will walk the site, discuss the construction and easement impacts, and listen to concerns and requests of the property owners. Our team will be available to answer their questions and to listen to

Name: Mr. Brent Mareck

Date: January 27, 2021

Page: 2

their concerns through the entire process. We will begin this effort in the spring of 2021 once the snow has melted, so we can understand areas of sensitivity and look for solutions during the development of the preliminary design.

Stakeholder Coordination – During the preliminary design we will engage the project stakeholders to coordinate design requirements to meet certification, environmental review considerations, coordination with regulatory agencies, and partners that may be affected by the levee improvements. We anticipate the initial stakeholder list to include:

1. City of Carver
2. Minnesota Department of Natural Resource (MNDNR)
3. U.S. Army Corp. of Engineers (USACE)
4. Federal Emergency Management Agency (FEMA)
5. Lower Minnesota River Watershed District (LMRWD)
6. Carver County
7. Scott County
8. Others as identified

The goal will be to keep stakeholders informed of progress, identify regulatory changes that are occurring, and to receive over the shoulder review of design elements.

Funding Administration – The project has received funding from the LMRWD and the MNDNR to date. We will track the matching and reporting requirements for the grant programs and funding partners, prepare the documentation and follow up as necessary to keep the project current with the City's partners.

We also will work with City Council and Staff as necessary to seek additional funds. This may include updating the requested amounts, preparing communications and attending meetings.

Task 2 – Geotechnical/Seepage Analysis

This task will include the geotechnical investigation of the levee. Soil borings will be taken along the levee at regular intervals and in key locations. The purpose will be to provide reasonable understanding of the fill material used to construct the levee and the materials below the levee that may alter stability and drainage.

The geotechnical investigation will include a seepage analysis of the levee and underlying materials along with a recommendation for toe drain design. Levees are not impermeable and do allow water to pass through them and under them at flood stage. This analysis will evaluate the stability of the levee at flood stage and aid in determining

Name: Mr. Brent Mareck

Date: January 27, 2021

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the quantity of water that will flow through the levee and how that water will be collected and pumped back over the levee.

This task will be completed by a subconsultant and we will solicit quotes from firms who perform these activities.

Task 3 – Preliminary Design

The concept design previously developed will be updated and refined into the preliminary design. This will include incorporating the findings and recommendations of the geotechnical investigations, structural analysis for sheet pile and retaining walls, toe drain design and stable grading slopes for the levee. Dan Lonnes, the City Engineer, will manage the civil design for the levee.

The preliminary design will identify the construction and grading limits of the levee improvements. Impacts to the Floodway of the Minnesota River and Spring Creek will be evaluated and discussed with the State floodplain coordinator at the MNDNR, if necessary, permits will be prepared and submitted to initiate review for conformance with State rules. This will assist in reducing schedule impacts to final design and construction.

Preliminary design will include updating the project cost estimates and communication of these needs to the City's Council, stakeholders, and funding partners.

Task 4 – Survey/Easements

We will review the available survey data of the levee and provide field survey of missing areas and critical features. This will require meeting individually with property owners near the levee that may be affected by improvements and or the requirement for levee easements. Understanding landowner concerns and issues at this phase of the project will assist in securing acquisition and completing final design.

We will identify parcels needing temporary and permanent easements and put together the necessary descriptions and exhibits to facilitate easement acquisition. Acquisition of easements are not intended to occur until the next round of funding is made available to the City. Easement acquisition is part of the critical timeline for the levee construction and this will expedite the appraisal and acquisition process.

Easement costs based on the preliminary design will be estimated and used in the updated project cost.

Name: Mr. Brent Mareck

Date: January 27, 2021

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Project Costs

Costs are broken into the major work tasks that are anticipated. The estimated fees for professional services to complete preliminary design and update project costs by the end of 2021:

Task 1 – Communications/Administration	\$40,000.00
Task 2 – Geotechnical/Seepage Analysis	\$80,000.00
Task 3 – Preliminary Design	\$130,000.00
Task 4 – Survey/Easements	\$50,000.00
Estimated Levee Phase 1 Engineering Budget	\$300,00.00*

**Work efforts beyond the budget established for this initial design phase will be by approval only.*

Schedule

The project will proceed on the following general schedule and in accordance with these timeline goals.

➤ Geotechnical	Feb-May, 21
➤ Preliminary design	Mar-Aug, 21
➤ Survey	Mar-May, 21
➤ Easements	Aug-Oct, 21

This phase of work is expected to be completed by the end of 21. Communications, agency coordination, and funding activities will occur throughout the next year and will tie to legislative activities and agency coordination needs.

Additional information is outlined below for the major activities of each task. If you have any questions or comments regarding the above, or if you would like to discuss this information in more detail, please do not hesitate to contact me.

Respectfully Submitted,
Bolton & Menk, Inc.



Todd Hubmer, P.E.
Senior Project Manager

Cc: Dan Lonnes
Nicole Schmidt

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

CARVER FLOOD LEVEL IMPROVEMENT PROJECT

This cooperative agreement is made by and between the City of Carver, a Minnesota municipal corporation (the City), and the Lower Minnesota River Watershed District, a watershed district pursuant to Minnesota Statutes chapters 103B and 103D (the LMRWD), to implement preliminary design and easement determination for the City's flood levee improvement project (the Project). The purpose of the Project is to improve the flood levee in order to qualify for the US Army Corps of Engineers Levee Safety Program and secure FEMA certification.

Recitals

WHEREAS, LMRWD adopted Resolution 20-10, expressing support for the City's levee improvement project and committed \$100,000 toward the project; and

WHEREAS, the City received \$150,000 in funding through the Minnesota Flood Hazard Mitigation Grant Assistance Program (the Grant) to begin the next phase of the Project to further develop the levee conceptual plans to a more detailed level of design; and

WHEREAS, the City must provide a match of \$150,000, for a total of \$300,000 for this phase of the Project; and

WHEREAS, the City requests that the City and the LMRWD share 50/50 in providing the match to the Grant; and

WHEREAS, in January 2021 Bolton & Menk, Inc. provided the City with a scope of services (the Scope), attached hereto and incorporated herein as Exhibit A, which details the scope of services to include Public engagement, stakeholder coordination, funding administration, geotechnical analysis, preliminary design, and survey/easement determination; and

WHEREAS, the LMRWD and the City are authorized by Minnesota Statutes Section 471.59 to enter into this cooperative agreement for this phase of the Project.

Agreement

NOW, THEREFORE, THE LMRWD AND THE CITY enter into this agreement to document their understanding as to the Scope, 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 Scope.

- 1. Scope.** The Scope elements are described in detail in and supported by the Scope (Exhibit A), which serves as the basis for this cooperative agreement.

2. **Costs.** The estimated cost to complete the Scope will be \$300,000.

2.1 The City will be responsible for oversight and management of the Scope.

2.2 The LMRWD will be responsible for \$75,000 of the Scope's 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 Scope and receipt of the accompanying documents, the LMRWD will reimburse the City within thirty (30) days.

2.4 Each party will bear the internal, administrative and incidental costs of fulfilling its responsibilities and obligations under this agreement.

3. **The City's Specific Rights and Duties**

3.1 The City has contracted with Bolton & Menk, Inc. provide the services detailed in Exhibit A. Notwithstanding the foregoing, the City makes no warranty to the LMRWD regarding Bolton & Menk's or a third party's performance.

3.2 The City will contract for Bolton & Menk's services and oversee the Scope. 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 Scope is infeasible prior to the obligations of any funds for the Scope, 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 Scope 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 Scope 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 Scope.
- 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 Scope 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 Carver

Brent Mareck
City Manager
316 Broadway Street
Carver, MN 55315
Phone: (952)448-8737
Email: bmareck@cityofcarver.com

Lower Minnesota River Watershed District

Linda Loomis
Administrator
112 East 5th Street, Suite 102
Chaska, MN 55318
Phone: (763)545-4659
Email: admin@lowermnrivewd.org

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 CARVER

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

Carver Levee Preliminary Design and Easement Determination



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 17, 2021

Agenda Item

Item 6. E. - Watershed Management Plan

Prepared By

Linda Loomis, Administrator

Summary

i. Financial Assurance requirements

There is a provision in the LMRWD rules for financial assurances for private development. The LMRWD did not investigate financial assurances before adopting rules, because the intent of the LMRWD was for the Cities to adopt official controls and be the permitting authority. Some cities have chosen to have the LMRWD be the permitting authority, so staff investigated how other watershed management organizations manage financial assurances. A technical memorandum dated February 12, 2021 with staff recommendations is attached.

If the Board accepts the recommendations of staff a motion should be made to adopt the Financial Assurance recommendations.

Attachments

Technical memorandum dated February 12, 2021 Individual Permit Financial Assurance recommendations.

Recommended Action

Motion to adopt Financial Assurance recommendations

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Katy Thompson, PE, CFM
Della Schall Young, CPESC, PMP

Date: February 12, 2021

Re: Individual Permit Financial Assurances Recommendations

The Lower Minnesota River Watershed District (LMRWD or District) Administrator and Young Environmental Consulting Group, LLC (Young Environmental) received a request for a pre-permit application meeting with ISG for their project, Watermark at Savage, in September 2020. At the subsequent meeting on October 7, 2020, the applicant presented their proposed project and how they were preliminarily meeting the District's rules. During this discussion, the applicant asked about the LMRWD's requirements for financial assurances, per Rule A, Section 1.2.11.

The LMRWD adopted permit fees when enacting District Rules last year. However, financial assurances have not yet been established for private development. Historically, financial assurances have not been necessary because LMRWD partner cities have had official controls in place to enact the District Rules on behalf of the LMRWD. At this time, the cities of Eden Prairie, Chaska, and Bloomington have elected to have the LMRWD remain the permitting authority for all or part of the District Rules in addition to the District's regulation of the unincorporated areas of Fort Snelling and the Minnesota Department of Transportation.

To develop recommendations for financial assurances, Young Environmental conducted a review of escrow and financial surety requirements of neighboring watershed districts for comparison.

LMRWD Financial Assurances Summary (Rule A.1.2.11)

As currently written, the LMRWD may require financial commitments from applicants to protect and preserve the water resources within the District. Such commitments will ensure adequate adherence to the rules when authorized activities are being performed. A financial commitment could take several forms, including performance bonds, letters of credit, or cash deposits. The rule states that that the Board of Managers (Board) will determine the amount of financial assurances by resolution to cover the potential liabilities of the District, including the following:

- Field inspections and monitoring
- Maintenance of erosion and sediment controls and protections
- Planting and establishing buffer area
- Remediation of damages resulting from noncompliance with the permit

Following project completion, the District staff would inspect the site to confirm compliance with rules and remediations and ensure that all required documentation had been provided and permit fees paid. If acceptable, the District would then release the financial assurances back to the applicant.

The calculation of financial assurances is not explicitly stated within Rule A but does require 10 percent contingency and 30 percent administrative costs in addition to the amount calculated from the District liabilities above.

Watershed Districts Review

To standardize the LMRWD calculation of financial assurances and render it consistent with neighboring watershed districts, an escrow and financial surety fee review of fourteen metropolitan and neighboring semirural watershed districts was completed (Attachment 1). In general, it was found that these districts calculate financial commitments from applicants based on the rule triggered and the amount of land disturbance created by an individual project, although some districts do specify financial commitments based on the proposed activity as well.

Because the Board has determined it is in the public interest to charge a minimal permit application fee to increase public awareness of and compliance with District permitting requirements, a similar approach should be taken to financial assurance calculations. The intent of financial assurance is to ensure compliance and protect District resources. To that end, we recommend requiring financial commitments only for projects within the special overlay districts, recognizing that most applicants will also be required to obtain a grading or building permit from the partner community, which will also require financial commitments.

Erosion and Sediment Control

Most watershed districts reviewed include a fee for erosion and sediment control based on the amount of land disturbed. This fee ranges from \$1,000 to \$5,500 per acre of land disturbed, depending on the size of the project. The most common requirement is a simple \$2,000 per acre, which is what we recommend the LMRWD consider using.

Floodplain and Drainage Alteration

The LMRWD is more stringent than the State of Minnesota and FEMA with floodplain requirements and requires no increase in flood elevations resulting from alterations of the landscape below the 100-year floodplain. Similar to other watershed districts, the LMRWD recommends compensatory storage to mitigate the effects of floodplain fill but does not require it if the applicant can demonstrate a no-rise. Districts that require compensatory storage charge \$7.50 per cubic foot of mitigation required.

Because of the Board's concerns regarding floodplain fill impact, we recommend a base fee of \$1,500 for a floodplain plus \$7.50 per cubic foot of floodplain fill mitigation.

Stormwater Management

There is a wide range of requirements for stormwater management financial assurances in the watershed districts reviewed. Many include fees per areas of individual stormwater feature, a percentage of the estimated construction costs or engineer's estimates, or on the amount of land disturbance.

The LMRWD does not currently require applicants to provide construction costs but does require applicants to provide the total water quality treatment volumes (infiltration or filtration volume) required to meet District Rule D. Other watershed districts that use water quality treatment appear to converge at \$0.50 per cubic foot of treatment. Given the special waters status of many of the resources the District is charged with protecting (calcareous fens and trout streams), we recommend requiring \$0.50 per cubic foot of required water quality treatment.

Steep Slopes

None of the watershed districts reviewed also has a steep slopes rule, so none has any financial requirements. The only similar rule is shoreline and streambank protection; however, those do not reflect the fragile nature of the District's river bluffs.

Consistent with other watershed districts' special requirements, such as chloride management, we recommend a flat fee of \$5,000 for projects that trigger Rule E.

Recommendations

Although the project that triggered this review has not applied for a project permit yet, we request the Board consider the recommendations for permit surety so that we will be able to provide future applicants with definitive guidelines on financial assurances.

Based on our review, we offer the following recommendations for calculating future financial assurances for District permits.

Applicability

The financial assurances requirement is applicable only to individual project permit applicants within the LMRWD portions of Eden Prairie, Chaska, Bloomington, and Fort Snelling. Government agencies and resident owners of single-family homes requesting an erosion and sediment control permit are exempt. Projects that are located within the District's special overlay districts (High Value Resources Area, Floodplain, or Steep Slopes) will be subject to financial assurances to protect these valuable and fragile resources.

Financial Assurances

Rule B–Erosion and Sediment Control	\$2,000 per acre of land disturbed
Rule C–Floodplain and Drainage	\$1,500 plus \$7.50 per cubic foot of floodplain fill mitigation
Rule D–Stormwater Management	\$0.50 per cubic foot of water quality treatment required
Rule E—Steep Slopes	\$5,000

Attachments:

- Watershed District Fee Comparison

Attachment 1 - Watershed District 2020 Financial Assurances Review

Watershed District	Escrow/Financial Surety		
	Erosion & Sediment Control	Floodplain & Drainage	Stormwater Management
Lower Minnesota River Watershed District	TBD	TBD	TBD
Brown's Creek Watershed District	The total area of disturbed land and the construction cost of stormwater management facilities.		
Buffalo Creek Watershed District	Any extraordinary expenses (inspection, engineering, legal, etc.) associated with processing the above permits will require the Permittee to set up an escrow account that the Watershed District will draw from to cover the Watershed District's expenses.		
Capitol Region Watershed District	\$2,000/ac	-	\$5,000.00
Carnelian-Marine-St. Croix Watershed District	\$2,000/ac	\$7.50/cubic foot of mitigation	\$20,000/AF of volume/water quality storage (Approximately \$0.46 per cubic foot)
Comfort Lake-Forest Lake Watershed District	\$2,000/ac	-	125% of estimated construction costs
Coon Creek Watershed District	Performance Escrow: 1. Base fee: \$1,500 2. Frontage fee: \$20/ft of ditch 3. Plus property size: \$500/ac		
Middle Fork Crow River Watershed District	At the discretion of the District Engineer. The Surety must be provided to the District before the permit is deemed to be issued and the applicant can begin work.		
Nine Mile Creek Watershed District	\$2,500/acre disturbed, plus \$2.50/linear foot of erosion control required	-	Infiltration basins: \$12/sq ft Rain gardens: \$12/sq ft Underground storage: \$980/acre impervious treated All other facilities: 125 percent of construction and maintenance costs Chloride management plan: \$5,000
Prior Lake-Spring Lake Watershed District	The permit security is not based the rule, it is based on the activity being done	-	Stormwater management facilities (ponds, outlets, infiltration basins, environmental manholes, rain gardens, etc.) - 125% of estimated construction costs (Not required if provided to the municipality and proof of receipt is provided to the District)
Ramsey-Washington-Metro Watershed District	\$2,000/ac	-	\$5,000/ac
Rice Creek Watershed District	< 1 acre (\$1,000) 1 - 10 acres (\$1,000 + \$500/ac over 1) > 10 acres (\$5,500 + \$250/ac over 10)	-	\$0.50/cubic foot of treatment (Shall be rounded to the nearest \$100)
Riley-Purgatory-Bluff Creek Watershed District	\$2,500/ac disturbed, plus: \$2.50/foot of erosion control, \$100/ea inlet, and \$250/ea rock construction entrance	-	125 percent of design engineer's opinion of costs of construction of stormwater management facilities/practices, and \$5,000 chloride management plan
Sauk River Watershed District	Anything over 1 acre land disturbance: \$1,000/acre	-	125% of estimated construction costs
Valley Branch Watershed District	\$2,000/ac	-	125% of estimated construction cost, to be determined by the permit applicant and approved by the District Engineer

- Designates items that are not specifically called out in the district's financial surety or escrow requirements.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 17, 2021

Agenda Item

Item 6. F. - 2021 Legislative Action

Prepared By

Linda Loomis, Administrator

Summary

Lisa Frenette has been meeting with various Representatives and Senators about LMRWD issues. Senator Pratt has agreed to carry legislation for the LMRWD and she has approached Representative Sandra Masin and Tony Albright about carrying legislation in the house.

Several bills have been introduced that address issues of the Minnesota River Basin. If Managers are interested in reviewing any of those bills, numbers and links follow:

- [SF261/HF731](#) - *Appropriating money to study storm water retention and infiltration and for a water storage plan.* In the Senate the authors are Senators Weber, Wiger and Eaton. In the House the author is Representative Torkelson.
- [SF81/HF518](#) - *Watershed management provided, and water quality and storage in Minnesota River program established.* In the Senate, authors are Frenz and Weber. In the House, authors are Lippert and Fischer.
- No companion bill in the Senate/[HF701](#) - *Soil-health farming goals established, soil-health farming financial incentives created, data collection required, data classified, and money appropriated.* Author in the House is Representative Lippert and others.
- [SF793/HF1010](#) - *Statewide soil health action plan development funding provided, precision agriculture research and outreach funding provided, agricultural best management practice loan program funding increased, and money appropriated.* Senate author is Senator Eken. House authors are Representatives Lippert and Fischer.
- [SF1037/HF932](#) - *Water quality and storage program establishment and appropriation.* Senate author is Senator Hawj. House author is Representative Fischer.

Ms. Frenette will join the meeting to report to the Board.

Attachments

No Attachments

Recommended Action

No action recommended



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 17, 2021

Agenda Item

Item 6. G. - Education and Outreach

Prepared By

Linda Loomis, Administrator

Summary

i. Citizen Advisory Committee (CAC)

According to MN Statutes, watershed districts Boards must annually appoint an advisory committee to advise and assist the managers on all matters affecting the interests of the watershed district and make recommendations to the managers on all contemplated projects and improvements in the watershed district. While Statute requires the appointment of at least five members, only four are being recommended at this point. LMRWD staff will endeavor to find additional members and will recommend appointment once interested individuals are found that are willing to serve. The recommended appointments have been invited to join the meeting on February 17th. A memorandum from Young Environmental containing brief bios of CAC appointments and detailing LMRWD staff efforts to solicit members is attached.

The Board should make a motion to adopt Resolution 21-05 - 2021 Citizens Advisory Committee Appointments.

ii. LMRWD website review

One of the first tasks the CAC will be asked to undertake for the District is to make recommendations to improve the functionality of the LMRWD website. The first step, which was identified in the Education and Outreach work plan approved by the Board at the August 2020 meeting of the Board of Managers, has been completed and a report of the outcome of that task is attached as Technical Memorandum - LMRWD Website Review dated February 8, 2021. Work has begun to make the changes to the website identified in the report.

iii. LMRWD Proposed Social Media Plan

Many other Water Management Organizations have Social Media pages such as Facebook, Instagram, etc.. Young Environmental has prepared a Social Media Plan which is attached. Staff would like direction from the Board before moving ahead with the Plan. This item was not in the E & O work plan approved by the

Board in August and I have asked Young Environmental to be prepared to estimate the cost of this plan to the District.

Attachments

Technical Memorandum - Applicants under Consideration for LMRWD CAC dated February 8, 2021

Resolution 21-05 - 2021 Citizen Advisory Committee Appointments

Education and Outreach Work Plan approved August 19, 2020

Technical Memorandum - LMRWD Website Review dated February 8, 2021

Technical Memorandum - LMRWD Proposed Social Media Plan dated February 8, 2021

Recommended Action

Motion to adopt Resolution 21-05 - 2021 Citizen Advisory Committee Appointments

Provide direction to staff regarding Social Media Plan

Technical Memorandum

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

From: Jen Dullum, Education and Outreach Coordinator
Della Schall Young, PMP, CPESC

Date: February 8, 2021

Re: Applicants under Consideration for LMRWD Citizen Advisory Committee

In early January, on behalf of the Lower Minnesota River Watershed District (District), Young Environmental Consulting Group (Young Environmental) contacted seven residents who expressed interest in joining the Citizen Advisory Committee (CAC). Young Environmental developed an online application form that was shared with the interested residents and made available on the District's website. Three residents of Eden Prairie have completed the application process. An additional resident of Newport, MN, who expressed interest in being an ex officio member, also completed the application process. Below are short bios of all candidates:

- Jenny Karkowski is an experienced marketing specialist interested in supporting a healthy environment for current and future citizens.
- Judy Berglund wants to see better water quality and protect wildlife for future generations of children in her retirement. She has written and received four cost-share grants with the District intended to improve water quality for her homeowners' association retention pond, which flows into the Minnesota River. She is an active volunteer in the Eden Prairie chapter of Wild Ones and other garden organizations.
- Craig Diederichs is retired from manufacturing operations. Before retirement, Craig worked as a director of operations for large, publicly held companies. He would like to better understand how the citizens who live in the area can help minimize the impact on the watershed district. He believes it is important to reduce the impact on the watershed while allowing citizens as much leeway as possible to do what they would like on their property. He believes it is possible to support both.

- Greg Genz is a consultant on river issues and a business owner. He has been involved in District issues for many years, mostly dealing with the nine-foot channel. Greg also served on the District's CAC before it became inactive. He has experience working in barge operations, river dredging, and construction projects. Greg has been involved with numerous organizations, including, but not limited to, the Upper Mississippi Waterway Association, Friends of Pool 2, Friends of the Minnesota Valley, the Red Wing Marine Museum, and the Red Wing Harbor Commission.

We recommend that the board approve these candidates for one-year appointments to serve on the CAC. Our work with this group will align with watershed management plan Policy 9.1, Strategy 9.1.1, which proposes that they act as liaisons between the District and its residents to increase public awareness and educate residents about actions to protect and improve water resources and habitat within the District. They would also advise managers and staff on issues important to residents.

Young Environmental will continue to work with partnering communities to place additional residents of the watershed district on the CAC.

RESOLUTION 21-05

RESOLUTION OF THE LOWER MINNESOTA RIVER WATERSHED DISTRICT BOARD OF MANAGERS

2021 Citizen Advisory Committee Appointments

Manager _____ offered the following Resolution and moved its adoption, seconded by Manager _____:

WHEREAS, pursuant to Minnesota Statute 103D.331, the Lower Minnesota River Watershed District (LMRWD) Board of Managers must annually appoint a Citizen Advisory Committee (CAC); and

WHEREAS, the CAC is being organized to assist the LMRWD Board of Managers on matters affecting the interests of the watershed district; and

WHEREAS, statute requires the committee consist of at least five (5) members; and

WHEREAS, the District advertised openings for new CAC membership on the LMRWD website, and distributed the notice through a press release to all LMRWD partners and stakeholders; and

WHEREAS, three applications were received for new 2020 membership; and

WHEREAS, LMRWD staff have reviewed all applications based on background and experience, community service and geographic representation across the watershed.

NOW, THEREFORE, BE IT RESOLVED NOW, THEREFORE, BE IT RESOLVED that the Lower Minnesota River Watershed District Board of Managers hereby appoints the following individuals to the 2021 Citizen Advisory Committee:

Judy Berglund

Craig Deiderichs

Greg Genz

Jenny Karkowski

The question was on the adoption of the Resolution and there were ___ yeas and ___ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
FREY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HARTMANN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RABY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALVATO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the President declared the Resolution adopted.

Jesse Hartmann, President

ATTEST:

Lauren Salvato, Secretary

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

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____ 2021.

Lauren Salvato, Secretary

LOWER MINNESOTA RIVER WATERSHED DISTRICT

2020–21 Public Education and Outreach Plan

WORK PLAN—August 10, 2020

Summary

<i>Outcome:</i>	2020–22 Public Education and Outreach Plan
<i>Project partners:</i>	City partners, residents, and businesses of the District; US Fish and Wildlife Service (USFWS); US Army Corps of Engineers (USACE); and non-governmental organizations (NGOs)
<i>Timeline for completion of project:</i>	August 2020–December 2021
<i>Total project budget:</i>	2020: \$27,625 – \$34,575 2021: \$61,275 – \$73,325

Objective 1. 60th Anniversary

Task 1-1: Commemorative 60th anniversary YouTube video. This year signifies the District’s 60th year of operation. To commemorate the milestone, a YouTube video will be developed, integrating the historical significance of the organization, its current realities as managers strive to protect high-value resources (calcareous fens, trout waters, and the beautiful Minnesota River Bluffs), and the District’s future. The video will include interviews from past and current board managers and partners.

Task 1-2: Newspaper article. As a companion piece to Task 2-1, an article will be developed for the website. The article will include infographics and a historical timeline. In addition, the team will contact environmental reporters at NPR and the *Star Tribune* to publish pieces on the District.

Timeline for Completion: August 2020–December 2020

Deliverables: YouTube video, newsletter, and articles on NPR and in the *Star Tribune*

Estimated budget: \$18,900–\$23,500

Objective 2. Citizen Advisory Committee (CAC)

Task 2.1: Organize a CAC of five members or more. The District has been without a CAC, an integral part of its mission, since 2009. This has been due in large part to the boundaries of the District, which largely contains commercial and natural areas. Over the past four to five years, the District has sponsored the Freshwater Society’s Master Water Stewards program. The hope is some of those sponsored stewards would volunteer to serve on the CAC. Nevertheless, there will be an intensive search to find CAC members using social media, municipal partners, and other groups within the District for assistance.

Task 2.2: Plan and facilitate the CAC inaugural meeting. Young Environmental will develop the agenda and draft a committee membership agreement and responsibilities list, as well as a tentative meetings schedule. At the meeting, members will review and revise the information and develop a vision statement. One of the potential tasks for the CAC would be to review and evaluate the website through the citizen’s lens.

Task 2.3: Monitor and assist the CAC. Young Environmental will coordinate the development of the meeting agenda and meeting summary/notes with the secretary, provide technical information, and support and host the virtual meetings.

Timeline for completion: September 2020–December 2021

Deliverables: CAC membership roster, inaugural meeting agenda, summary, membership agreement, and tentative meeting schedule

Estimated budget: \$22,900–\$28,300

Objective 3. Website

Task 3.1: Website review and updates. Young Environmental will contact three education and outreach professionals from other watershed management organizations to review the look, functionality, and presentation of information for public consumption. Additionally, the CAC will be asked to review the website and provide comments. The comments generated will be presented to the administrator and managers for consideration. Once approved, the website will be revised accordingly. Because the website must be dynamic, the CAC will be asked to review the website annually.

Timeline for completion: September 2020–January 2021

Deliverables: Letter to three WMOs requesting assistance and outlining the assignment and timeline; CAC assignment and timeline; collation of the information and recommendations for the administrator and managers

Estimated budget: \$4,000–\$5,700

Objective 4. Articles

Task 4.1: Publish four articles annually. Produce and publish an article per quarter about District projects, initiatives, sponsored water stewards and their projects, and other issues. The articles will be used to help residents, stakeholders, and partners “see” the District and what it engages in. Initial articles will be on the Dredge and the East Chaska Creek Projects.

Timeline for completion: January – December 2021

Deliverables: Quarterly articles published on the District’s website and shared with stakeholders and partners

Estimated budget: \$8,600–\$9,600

Objective 5. District Signage

Task 6.1: Signage. Identify sign locations for LMRWD projects and other District resources. Make recommendations to the administrator for proposed sign locations, such as Minnesota River crossings, calcareous fens, trout streams, and high-value resource areas. Develop mock-up examples, and provide an estimate for the cost of five priority sites, including design and fabrication.

Timeline for completion: January–March 2021

Deliverables: Recommendations for District sign locations and fabrication cost memorandum

Estimated budget: \$5,300–\$5,800

Objective 6. Schools and NGOs Engagement

Task 7-1: Partnership assessment. Complete an assessment of the LMRWD boundary to find potential partners in local schools, nonprofits, and NGOs. Evaluate existing and established education or sustainability programs and partners (USFWS, Ft. Snelling, National Wildlife Refuge, Cargill, Minnesota Valley Refuge Friends, Minnesota Valley Trust Board, Partner Schools Program, 3 Rivers Fishing Adventures, etc.).

Task 6-2: Education strategy. Develop an education strategy to explore the opportunity to partner with schools and what the partnership might look like. Present findings to the board and open to discussion. Consider after-

school programs as a strategy. An education strategy plan will be developed with a list of recommended partners and activities for the 2021–22 academic year. This plan will be presented to the board for approval.

Task 6-3: Strategy implementation. TBD, pending approval of the education strategy plan in Task 3-2.

Timeline for completion: March 2021–August 2021

Deliverables: Education strategy plan and presentation to the board

Estimated budget: \$29,200–\$35,000

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Jen Dullum, Education and Outreach Coordinator
Della Schall Young, PMP, CPESC

Date: February 8, 2021

Re: LMRWD Website Review

Watershed Management Organization (WMO) professionals reviewed the District's website as outlined in the Young Environmental Consulting Group (Young Environmental) education and outreach workplan approved on August 19, 2020. We contacted several WMOs to review the District's website, and the following individuals provided comments on the look, functionality, and presentation of information for public consumption as summarized in the attachment:

- Erica Sniegowski, Nine Mile Creek Watershed District, Program and Project Manager
- Carrie Magnuson, Ramsey Washington Metro Watershed District, Geographic Information Systems Technician
- Marcy Bean, Barr Engineering Co., Senior Landscape Architect and previously with Mississippi Watershed Management Organization

The Citizen Advisory Committee will complete the second phase of the website review.

Before joining Young Environmental, Jen Dullum oversaw maintenance and upkeep of a WMO website and several social media accounts. She remains available to assist with the District website as needed.

Enclosure: Compiled LMRWD Website Review Comments

From Home Page

1. Users found the homepage busy. A hierarchy could be developed to help a user find information easier. Another user noted that as they scrolled down, the home page feels scattered.
2. The new 60th Anniversary information should be brought up higher, or bold. It is a bit buried.
3. **Popular Links** – It is our understanding that these links are based on views and likely to change. Grants & Cost Share and Watershed Education need to have links in the top dropdown menu in order to be accessible if/when they are not under popular links. Our suggestion is that both Grants & Cost Share and Watershed Education should be located Resources.
4. The embedded map is redundant with the “View District Map” button at the top, unless, as noted above under Popular Links, the buttons change due to user clicks.
5. On the home page, link the “circles” (below) to a page on each topic. Users want to click on the circles with the resources listed. This takes up a lot of space without being able to get more information out of it. Also, consider shortening the words in the dots. Example: shorten Fish & Wildlife Habitat to “Habitat”, Recreational opportunities to “Recreation” etc.

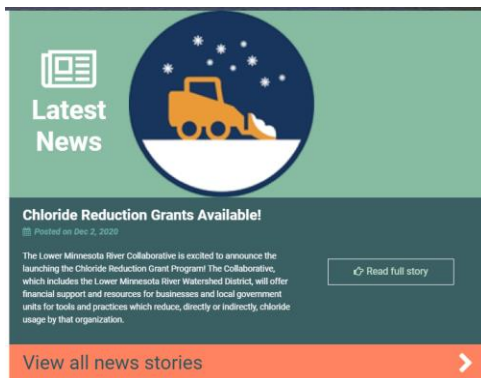
Protecting our water resources

Our 80-square-mile boundaries include the Minnesota River Valley from Carver, Minnesota, at the west, to the confluence with the Mississippi River at historic Fort Snelling, near the airport, at the east.

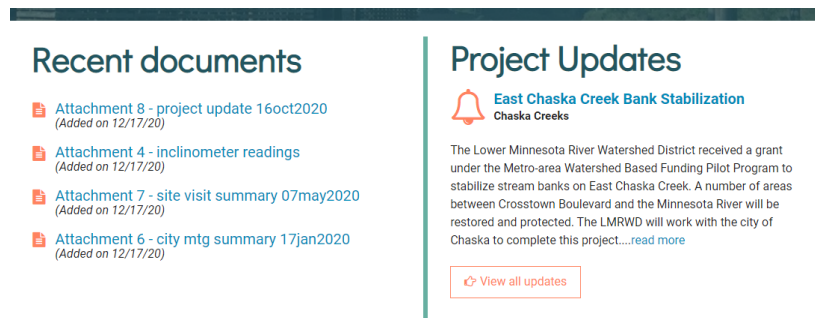
We protect, improve, and maintain:



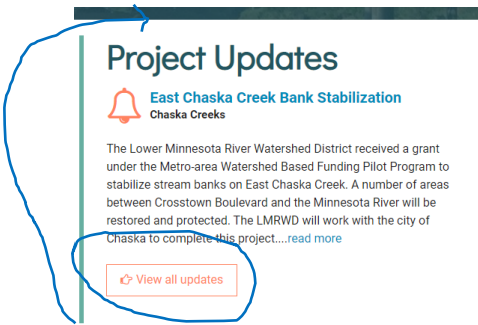
6. Latest News and View All News Stories should open on a new tab



7. Each Recent Document(s) and Project Updates should open on a new tab, but the file names are not intuitive. Rename to “Area 3 [be more specific about location] Slope Stability Project Update 10/16/20” for example.



8. View all Updates (projects bottom of home page) brings you back to the top of the home page. Needs to open on [CIP page](#)



9. The blocking in the middle of the home page is confusing. Is the “lower MN River District adopts rules” a news section or part of the section above on protecting our water resources? And does channel maintenance and water management go with protecting our water resources or this adopting rules? Consider rearranging the lower blocking on the homepage.



District Map: This is so great. Interactive, landmarks, clear boundary. Nice work.

Contact us: I like that there is a general form but also a specific person, phone number and email to go to if the user wants to be more direct.

Grants & Cost Sharing (under popular links)

10. The application deadline is out of date

Home > Grants & Cost Sharing

Grants are available for projects that protect and improve water and natural resources within the Lower Minnesota River Watershed

2020 Cost Share Incentive and Water Quality Restoration Program
 The Lower Minnesota River Watershed District ("LMRWD") values and supports efforts made by residents to help achieve the goals of the LMRWD. Through the Cost Share Incentive and Water Quality Restoration Program (the "Program"), the LMRWD hopes to engage citizens in community actions that protect local lakes, rivers, streams, wetlands and fens.

Purpose
 Cost share funds are available to public or private landowners within the LMRWD to carry out projects that support one or more of the following goals:

- Improve, protect or restore water quality of lakes, rivers, streams, wetlands and fens
- Increase the capacity of the watershed to store water
- Reduce bluff, streambank, or mainstem erosion
- Protect or restore groundwater resources
- Enhance navigation on the Minnesota River, excluding dredging projects.
- Reduce the impact of invasive species on lakes, streams, rivers, wetlands and fens
- Preserve, protect or restore native plant and wildlife habitats with emphasis on lakes, streams, rivers, wetlands and fens.
- Provide public education benefits and engage the public in stewardship.

Grant funds are available to residents, associations, nonprofits, schools, businesses, and cities for projects located within District boundaries.

Many types of projects are eligible for grant money. A few examples include: raingardens, shoreline restoration, permeable pavers, buckthorn removal with native restoration, and more!

Grant Funding
 Grants will be awarded for up to 50% of a project's cost, on a reimbursement basis, for materials, labor, engineering, and consulting fees. The minimum grant award is \$500.

Maximum grant award:

- \$2,500 for residential projects
- \$7,500 for townhome, condominium, or lake associations
- \$20,000 for commercial, government, or nonprofit projects

Application Form

Cost Share Program Guidelines

Cost Share Worksheet

Eligibility

- Residents
- Non-profit and religious organizations
- Local government units
- Public and private schools
- Businesses and corporations

Funding Agreement

Each applicant selected is required to enter into a Cost Share Grant and Maintenance Agreement with the LMRWD defining the obligations of the applicant and the LMRWD. The amendment of any terms of the agreement will be by mutual written agreement signed by all parties to the original agreement.

The agreement includes, but is not limited to, such items as promoting and acknowledging LMRWD sponsorship, reporting, payment schedule, terms of the agreement and use of funds, cost overruns and cancellation. The agreement also allows the LMRWD access to the project area for evaluation and promotion of the project. The applicant is responsible for securing all permits necessary for the work.

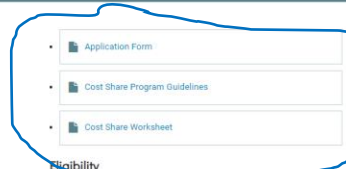
For projects receiving \$10,000 or more, the LMRWD may require an agreement for maintenance of the project up to ten (10) years.

Remove arrows.
Common theme through multiple pages

Remove last bullet

Remove arrows

Add spaces btwn paragraphs



These links should each open in a new window. Common theme through multiple pages.

Move Funding Agreement and Reporting Requirements from side bar to bottom of page

Remove bullet and justify to the left

Grant Guidelines

You must review the [cost share grant guidelines](#) before filling out and submitting your application. The grant guidelines contain important information about eligible projects and expenses, reporting requirements, and application requirements.

Eligible Expenses

It is the primary intent of the program to reimburse the cost of materials. Labor and volunteer time will be considered an in-kind contribution from the recipient. Grants will be awarded for up to 50% of the eligible expenses. Projects that are completed or in progress prior to application are not eligible for funding. Eligible Best Management Practices (BMPs) could include:

- Buffer strips
- Rain gardens
- Shoreline, streambank, or riverbank restoration
- Pervious pavers and porous concrete or asphalt
- Unique solutions for soil erosion and sediment control practices
- Native habitat restoration with priority given to waterways, lakes, buffers and ponds
- Volume reduction and runoff treatments practices (infiltration basins & trenches, cisterns, green roofs & bio-filtration)

Any other innovative stormwater runoff treatment or volume reduction management practice Eligible studies/investigations could include:

- Water quality management and restoration
- Water quantity management and restoration
- Groundwater management and restoration
- Unique resource (fens, trout stream) management and restoration
- BMP feasibility and restoration

[Cost Share Worksheet Tool](#)

Application Submittal and Approval

The LMRWD will accept new applications until April 15, 2020. If funds remain, applications will continue to be accepted until all funds are used. Applications can be downloaded from the LMRWD website. Completed applications can be submitted via e-mail or US mail and must include all information requested.

Once available funding has been consumed, applications will no longer be reviewed and applicants will be informed of the situation. Applicants are required to submit a grant application that includes the following:

1. Signed and dated application form
2. Narrative of proposed project
3. Location map
4. Record of property ownership
5. Construction/installation site plan, designs and specifications
6. Estimate of water captured and pollution removed (if applicable)
7. Itemized budget
8. Contractor bid (if using)
9. Plant list (if applicable)
10. Accounting of in-kind contribution of labor and materials, if any

The application must be signed and dated. Applications can be submitted electronically. If submitting electronically, submit as one complete document, with the work plan, budget and supporting materials integrated into the document.

Application can be sent via e-mail to:

naiadconsulting@gmail.com

Applications can be sent via US Mail to:

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

Reporting Requirements

Within 30 days of the completion, a summary report must be submitted with paid receipts before final reimbursement can be dispersed. Grantees will be required to include original receipts of the expenses, digital or hard copy photos of events, and electronic copies of all education materials produced.

For More Information

Please review the [Cost Share Program Guidelines](#). If you have additional questions contact the Lower Minnesota River Watershed District by e-mail at naiadconsulting@gmail.com or by telephone at 763-545-4659.

11. Watershed Education page

- a. This page, when completed, should reside under the Resources tab
- b. This page should have information about volunteer programs, CAC, and general public education materials

12. [2018-2027 Watershed Management Plan](#)



The Board of Managers adopts the updated Comprehensive Watershed Management Plan

In October 2016, upon a recommendation from the Technical Advisory Committee (TAC) the Board directed the preparation of an amendment to the Comprehensive Watershed Management Plan (the Plan). Standards in the Plan have been updated to protect steep slopes, high value resource areas (fens and trout streams) and floodplains.

In September 2018, the Minnesota Board of Water & Soil Resource (BWSR) approved the Plan. The Plan will be in effect for the District until 2028, when the District will be required to review the Plan and update it as deemed appropriate.

The Board of Managers adopted the Plan at the October 24, 2018 meeting.

District developing rules

The Lower Minnesota River Watershed District generally does not require permits, it does however require that agencies with land use authority, referred to as Local Governmental Units (LGUs), adopt official controls to ensure District standards are enforced. Official controls must be in place to meet the standards contained in the plan within 18 months of the plan adoption.

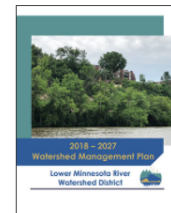
During the Plan amendment process, it became apparent that certain areas and types of projects have no regulating governmental authority (projects within unincorporated areas of the District and some transportation improvement projects). Minnesota Statutes give Watershed District authority to regulate these types of projects. The Board of Managers therefore determined the District should develop rules to govern these areas and projects. The rules development process should be completed by spring of 2019.

Standards for development are discussed in [Section 3](#) of the plan. Specific standards and criteria are in [Appendix K](#).

If you have questions, please call the administrator, Linda Loomis, at 763-545-4659. Or email her at the address given on the [contact page](#).

Because state, local, and federal agencies regulate water projects, you must check to find out which agencies require permits in your area: [State DNR Water-Related Permit Contacts](#)

Read the Plan



Executive Summary

- [Executive Summary](#)

Full Plan Document

- [Plan Document \(no appendices\)](#)

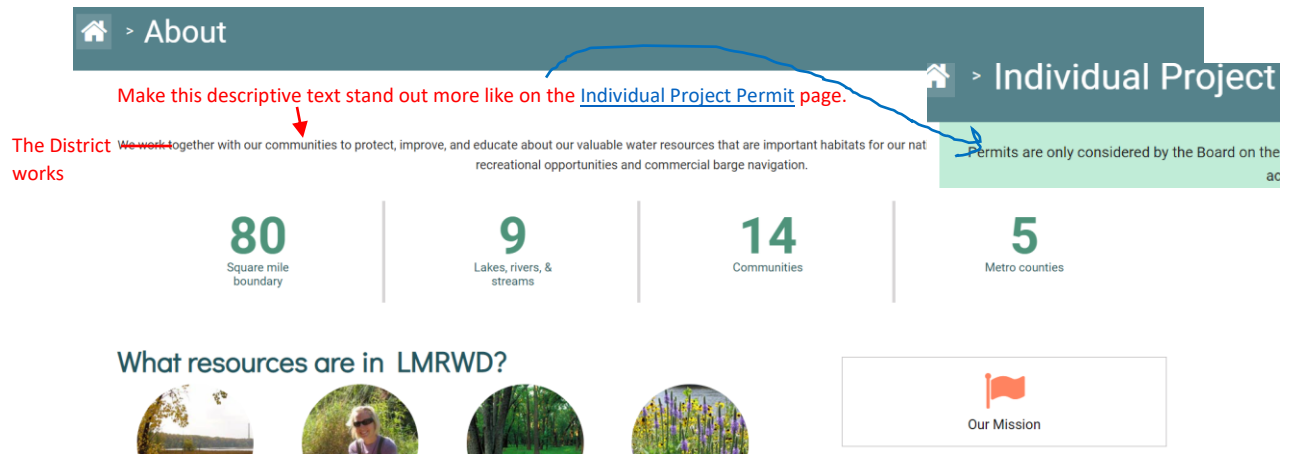
Sections

- [Section 1: Land and Water Resources Inventory](#)
- [Section 2: Issues and Problems Assessments](#)
- [Section 3: Goals, Policies, and Strategies](#)
- [Section 4: Implementation Program](#)
- [Section 5: Impact of Implementation](#)
- [Section 6: Administration](#)
- [References and Sources](#)
- [Appendices](#)

Top Bar

About

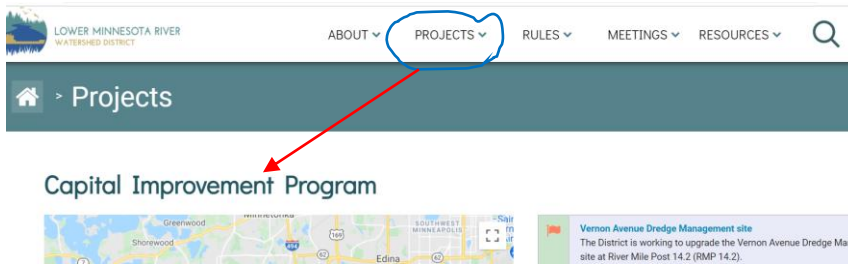
13. About: The CAC application is clear and easy to get to. Consider having it open in a new tab so they don't lose their place on your website.
14. Users would like to click on the "resource" circles to get more information. Where are the trout stream? What is a fen? Etc.



15. The numbers at the top could lead to maps or more information about each number
 - a. Our History
 - i. I like the timeline feature on the right. Nice snapshot. Let's fill in some dates between 1961 and 2011.
 - ii. Why is the overall plan important?
 - iii. Why is the Third Generation plan important?
 - iv. Add more photos as you scroll down through the timeline
 - v. the original petition
 1. Add the date it was written
 - b. Our Board and Staff
 - i. Who is the main audience for the webpage and who do you want then to be directed to for information and help? I would give some brief info about your board and staff, and perhaps make the primary contact person's information visible. If I came to this page, I wouldn't know who to reach out to for more information.
 - ii. Could be structured to give a better sense of how the administration works. Is the Board the governing body? How does staff/consultants relate to that? What does the TAC do?
16. CAC - This is great – gives in intro, a bit of information, and directions how to use that information. This could be applied to many of the pages.

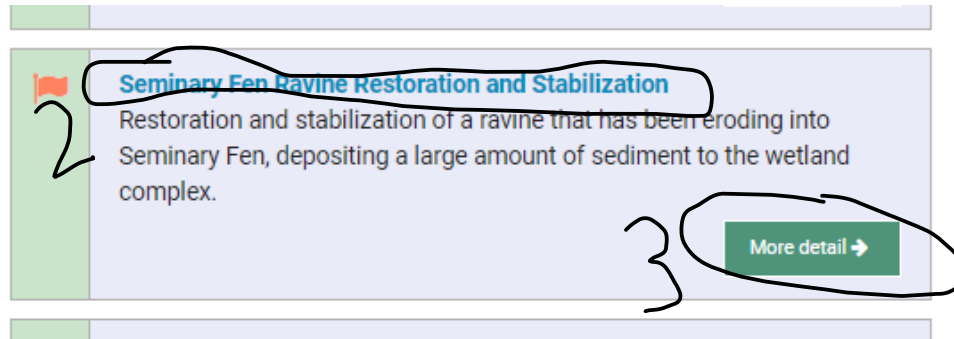
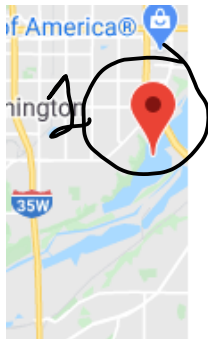
Projects

17. Projects: Nice combination of map and summary with links to details.
18. Do you want a "projects" page because when you click on "projects" you go [CIP](#). You could make the "projects" page descriptive of CIP, Cost Share, Grants, Channel Maintenance, etc... and add those headings to your drop-down menu for Projects.



c. [Capital Improvement Program](#)

- i. Number the map and the projects on the right side so they align with each other
- ii. On this page, there are three ways to access the same information (points on the map and two links on the sidebar). This is redundant. Maybe eliminate hyperlink in the title of the project (2-below).



iii. The map

- 1. Streamline the text. And a photo on each popup.
 - 2. Map is nice, but would like the projects at the right to tie to them – numbers? Symbol changes depending on the type of project? Seems like it could be a scrolling list instead of clicking into pages 1-4, or click on the map to bring up the list...
 - 3. More photos would be great.
 - iv. Spelling and formatting edits need to be made to several project pages.
- d. [Channel Maintenance](#) – needs to be finished

Rules

19. Change Rules to Permits then move LMRWD Rules and Watershed Plan under Resources.

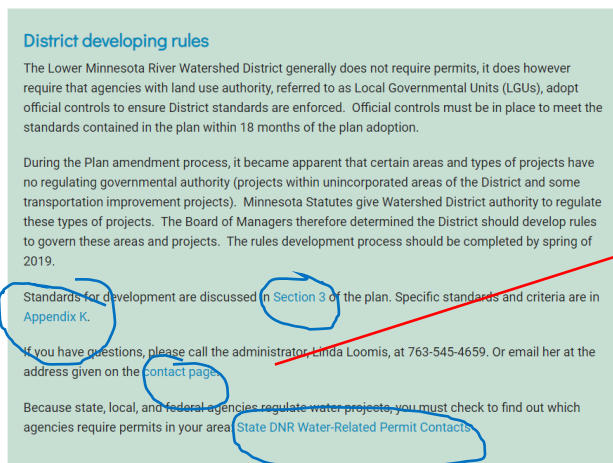
e. Rules page

- i. No other page has a drop-down bar quite like this. I think it should be removed as those same menu items are in the Rules drop-down.



- ii. How do the rules apply to a regular person that comes to this site? Why should they care? Is the level of hierarchy for the rules important here? Could it be embedded under Our Mission or History?
- iii. Different information is on >Rules vs. >Rules>LMWRD Rules
- iv. I like the rules graphic – easy to follow.

- v. Links direct to the rule summary is very helpful – perhaps direct links if a permit is required?
- vi. What type of project requires a permit? A construction project? A redevelopment project? A homeowner doing work on an individual lot?
- vii. “District developing rules” is out of date
- viii. Rules: consider moving the (really great) map off of the main Rules/Permit page. It takes a while to load and it’s not clear what it’s in reference to on that page. Having it on the LMRWD Rules page connects to the text, so that makes sense.
- f. [LMRWD Rules](#)
 - i. [What Rules Apply to You?](#)
 - 1. High Value Resources Area (HVRA) Overlay Districts – link to map to show these areas
- g. [Individual Project Permit](#)
 - i. LMRWD Individual Project Permit Application (on right sidebar) should open on a new tab
 - ii. Need to finish the LMRWD Templates
- h. [Municipal \(LGU\) Permit](#)
 - i. [LMRWD Municipal \(LGU\) Permit Application should open on a new page](#)
- i. [Watershed Plan](#)
 - i. The links under District Developing Rules need to open on separate pages



Make the Standards “standout” a bit more on this page.

Open links on new tab.

Meetings

- 20. Minutes and Agendas: super clear and organized. Nice work.
- 21. Do you want a “meetings” page because when you click on “meetings” you go meetings calendar. You could make the “meetings” page descriptive of all the meetings the district has, or change the heading.
- 22. Same info on >Meetings as on >Meetings>Meeting Calendar (not same structure for each category (About, Projects, Rules, etc.), so could miss information if you don’t hunt around...)
- 23. Is the Board the only entity that meets? Would there be other events/activities that would be posted on this calendar?

Resources

- 24. map> I’m sure this is known, but when clicking on a lake on the map, the link in the popup leads to a blank page.

25. Do you want a “resources” page because when you click on “resources” you go [reports](#). You could make the “resources” page descriptive of all the resources the district has.

26. Button for “Read the Plan” is broken.

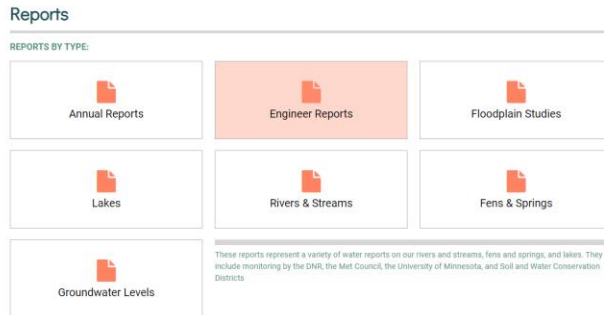
27. Could there be additional information here about watersheds? What residents can do? Example: <https://www.mwmo.org/learn/>

28. [Reports](#)

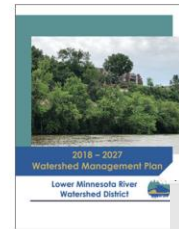
j. I love the reports by waterbody map. Still need to finish this.

k. [2018-2027 Watershed Management Plan](#) should open on a separate tab

l. Read the Plan button on the bottom of the right side is a broken link. Page should open to plan on separate page.



[2018-2027 Watershed Management Plan](#)



Page Not Found

No page could be found at this address. [Back to Home.](#)

About the Plan
The Lower Minnesota River Watershed District's Watershed Management Plan describes how the District will address water resources management over the next 10 years. The plan includes management standards and procedures for addressing surface water, wetland, and groundwater issues, as well as navigation issues along the Minnesota River.

[Read the Plan](#)

m. [Annual Reports](#)

i. Remove arrows

ii. Each report should open on a separate page



The District is required to formulate an annual report each and every year. Providing the following:

- An activity report for the previous calendar year
- An audit report for the preceeding fiscal year

This document summarizes what we've been doing during the year and where we may be going in the near term.

[Annual Reports](#)

- [2018 Annual Report](#)
- [2017 Annual Report](#)
- [2015 Annual Report](#)
- [2014 Annual Report](#)
- [2010 Annual Report](#)

Open links on new tab.

iii.

n. [Engineering Reports](#)

i. Remove arrows

ii. All engineering reports should open on a separate page

efforts we undertake to keep the river navigable.

Groundwater reports

As the 2005 groundwater report puts it, "Historically, the District has been involved to a relatively minor degree in groundwater management and monitoring, as the numerous fens and trout streams within the District are state-protected resources and the state has been fairly active in monitoring the higher profile resources." In an era of budget cuts and limited state funds, however, the District can help manage water resources in a more systematic way.

The groundwater reports:

- Introduce the District's hydrology
- Assess the most important water resources
- Recommend a monitoring program for several creeks, streams, and fens
- Remark on erosion, invasive species, and fen restoration efforts

Dredge management plans

Engineering reports

- [Minnesota River Bank and Bluff Stabiliz Minnesota \(Feb. 2010\)](#)
- **Groundwater reports**
- [Groundwater Monitoring Strategy Repo](#)
- [Executive Summary of Guidance Report](#)
- [Final Guidance Report \(May 2004\)](#)

Open links on new tab.

o. [Floodplain Studies](#)

i. All floodplain studies on right should open on a separate page

p. [Lakes](#)

- i. [Sediment Accumulation in the Floodplain Lakes of the Lower Minnesota River Watershed](#) should open on a separate page
- q. Rivers & Streams
 - i. Need more information on this page



From this page you have access to a rich variety of historical reports on the conditions of our rivers and streams.

- r. Fens & Springs
 - i. Need heading on the top bar
 - ii. All reports should open on a separate page



From this page you have access to a rich variety of historical reports on the conditions of our fens and springs. Seminary Fen, on the eastern edge of Chaska, in Carver County, is a rare calcareous unique habitat for threatened plant species.

Dakota County Fen Well Reports

The following reports include Quarry Island, Ft. Snelling, and Nichols fens.

- Fen Well Monitoring, 2018 report

Scott County Fen Well Reports, etc.

The following reports include information on Savage Fen, water quality of Eagle Creek, and water quality of Dean Lake and Prior Lake channel.

- Scott County Monitoring, 2019 report

- s. [Groundwater Levels](#) should open on a separate page
- 29. [Budget & Audits](#)
 - t. Only put up the past 3 years for Budget and Audit Reports.
 - u. Each reports should open on a separate page
- 30. [Links](#)
 - v. Change this page title to Watershed Education?
 - w. Need to finish this page

I am a...

- 31. [Resident](#)
 - x. Need to finish this page
- 32. [Developer/Commercial Property Owner](#)
 - y. Lets develop this page more unless we plan to just redirecting to the Standards.

Final Notes:

Overall: Very well done and easy to maneuver. Consider putting time and money into photos, especially those with water and a variety of people to make it feel more approachable and relevant.

Example: At the MWMO, staff and outside users tested out the hierarchy, or architecture, of the site to try to make the information as easy to access as possible. They used a tool like this card sort, completed with the information on the site, and users put it into what they considered logical structure.

<https://www.uxtweak.com/card-sort-tool>

Overall, it seems the site is written to show the rules. The information about the natural resources, why people should care about the work the watershed does, could really be played up more. Key information that would be interesting to people is available on the home page but you can't navigate to it from elsewhere on the site, and it gets somewhat lost on the homepage.

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Jen Dillum, Education and Outreach Coordinator
Della Schall Young, CPESC, PMP

Date: February 8, 2021

Re: Lower Minnesota River Watershed District—Proposed Social Media Plan

Social media helps the Lower Minnesota River Watershed District (District) accomplish education and outreach by providing watershed messages and educational content to inspire District residents to engage in water quality, water quantity, and habitat projects on their own land or in a volunteer capacity. This plan assumes that Young Environmental Consulting Group (Young Environmental) will be responsible for and will facilitate the District's social media platforms in consultation with the District's administrator. This plan should be revisited and updated as District goals change.

Following your review of the information presented, please provide a decision on whether Young Environmental should proceed with implementing the plan as prescribed.

SOCIAL MEDIA GOALS AND OBJECTIVES

Young Environmental will support the strategies of the District public education and outreach program as identified in the 2018 Lower Minnesota River Watershed Management Plan:

- Maintain the Citizen Advisory Committee
- Develop an outreach program
- Engage volunteers
- Provide opportunity for public input

Young Environmental will support opportunities for people to participate in projects, events, or planning that will improve water quality, water quantity, or habitat:

- Educate stakeholders within the watershed about actions to protect and improve water resources and habitat
- Promote meetings, presentations, programs, events, training, and outreach activities
- Promote recreational opportunities within the District

- Recognize and celebrate stewardship

Young Environmental will establish social media as a vibrant communication platform:

- Maintain an active presence on all accounts
- Increase engagement levels (i.e., ask for retweets and shares)
- Monitor and respond to comments, mentions, and shares when appropriate
- Build relationships with external organizations by tagging when relevant
- Increase exposure of social media accounts via other communication channels (e.g., email signatures, newsletters, and print material)

TARGET AUDIENCE

- Watershed residents
- Elected officials
- Stakeholders and partners

SOCIAL MEDIA GUIDELINES

Best Practices

1) Client Services

- a. Young Environmental will respond to comments in a timely manner, typically within twenty-four hours of the comment.
- b. Interactions on social media are public, and responses should reflect that. Young Environmental will use sound judgement.
- c. Young Environmental will use multiple social media platforms to incorporate the benefits of each platform. The District's message will be more effective if it is provided in different locations.

2) Use of Video and Photos

- a. Young Environmental will understand the social media platforms' terms and services. Young Environmental will also understand how the audience will access content on each platform and how it will display.
- b. Video content will avoid acronyms, jargon, technical information, and heavy data, whenever possible.

Monitoring

- The District will reciprocate shares and links that align with social media goals and objectives.
- Whenever possible, Young Environmental will link to the LMRWD website.
- Young Environmental will monitor accounts to make sure there are no dead links, expired URLs, or deleted videos on social networks.

Posting Guidelines

- Young Environmental will strive for transparency.
- Young Environmental will work to be authentic.
- Young Environmental will use common sense on social media. Young Environmental will listen attentively, use appropriate language, and provide timely content. Social media posts will be suitable for all ages.
- All interactions on social media platforms will be respectful and positive. Any contentious conversations should be taken off-line as soon as possible.
- Young Environmental will acknowledge mistakes. If a mistake has been made, Young Environmental will acknowledge there has been an error and be clear about how it will be addressed.
- Young Environmental will not publish, post, or release any information that is considered confidential or private. If there are questions about what is considered confidential, Young Environmental should check with the district administrator.

Social Media Image Size

Social media image sizes are different on each platform.

- Facebook
 - Facebook profile photo—180p x 180p
 - Facebook cover photo—851p x 315p
 - Facebook link image—1200p x 627p
 - Facebook shared image—1200p x 1200p
- Twitter
 - profile photo—400p x 400p
 - Twitter header—1500p x 500p
 - Twitter shared photo—1024p x 512p
- Instagram
 - profile picture—161p x 161p
 - Instagram image feed—510p x 510p

Social Media Calendar

Young Environmental will develop quarterly content calendars to maintain pace and to plan and schedule content. See Table 1—LMRWD Proposed Quarter 1 Social Media Plan. Young Environmental will strive to maintain the following posting frequency:

- Once per week on Facebook
- Twice per week on Twitter
- Once per week on Instagram

Young Environmental will create a District-specific hashtag to use in social media posts to drive traffic and create brand.

Week	Dates	Topic	Platform	Post
7	Feb. 14–Feb. 20	60th Anniversary	Facebook	The Lower Minnesota River Watershed District just celebrated 60 years of protecting rare calcareous fens, trout streams, and beautiful bluffs overlooking the Minnesota River while supporting the commercial navigation of Minnesota goods and products bound for locations near and far. Join the Lower Minnesota River Watershed District in celebrating 60 years of service to the environment, to people, and to commerce with this video! https://player.vimeo.com/video/478234518
			Instagram	
			Twitter	
	Feb. 17	LMRWD Board Meeting	Facebook	Please join the LMRWD at its next board meetings. Board meetings are currently being held virtually on the third Wednesday of the month beginning at 7:00 p.m., unless otherwise noted.
8	Feb. 21–Feb. 27	Snow and Ice Removal	Facebook	Being prepared for winter snow and ice means having the right tools! Using a shovel, snowblower, or plow can be more effective than putting down salt. It is also a great way to prevent salt from polluting local waterways. https://www.cleanwatermn.org/wp-content/uploads/AaD_TipsCard_Salt_v2.pdf
			Instagram	
			Twitter	
	Feb. 24	Tree Pruning	Facebook	Mid-to-late winter is a great time for tree pruning! Read the following article for all you need to know about tree pruning. https://extension.umn.edu/planting-and-growing-guides/pruning-trees-and-shrubs
9	Feb. 28–Mar. 6	Seminary Fen Ravine Restoration and Stabilization	Facebook	In 2013, the Watershed District applied for and received a Clean Water Grant to restore and stabilize nearly 2,150 linear feet of a ravine, including portions of three side channels that were adding sediment to the Seminary Fen wetland complex. Seminary Fen, in Carver County, is a 600-acre complex that supports one of only 500 calcareous fens in the world. It has been characterized as one of the most significant natural areas in the Twin Cities. The fen's unique hydrology, soils, plants, and habitats are highly sensitive to water quality and sedimentation stress. The project stabilized the ravine to reduce the movement of sediment to the fen's wetland complex. This project reduced the sediment load to Seminary Fen by 63 percent. http://lowermnrivewd.org/projects/bwsr-clean-water-fund-grant-administration
			Instagram	
			Twitter	
	Mar. 3	World Wildlife Day (Mar. 3)	Facebook	World Wildlife Day 2021 will be focused on the livelihoods of indigenous peoples and of rural and local communities who rely on forests. You can read more about World Wildlife Day here: https://cites.org/eng/Forests_and_livelihoods_sustaining_people_and_planet_WWD2021_theme_announced_23112020
10	Mar. 7–Mar. 13	Landscaping for Clean Water	Facebook	We're skipping winter and jumping to spring! Landscaping for Clean Water workshops in Dakota County start in February when the snow blower is broken and the plow dumps a foot of snow at the end of your driveway. Wouldn't it be nice to skip winter and plan for spring—you can! For workshop dates, additional information, or to register, visit www.dakotaswcd.org or call 651-480-7777.
			Instagram	
			Twitter	
	Mar. 10	Pick up after Your Pet	Facebook	Want to avoid a mess in your yard next spring? Take some time to pick up your pet's waste this winter. It's also a great way to prevent that waste and bacteria from being swept into storm drains and local waterbodies when the snow melts in the spring.

Week	Dates	Topic	Platform	Post
11	Mar. 14–Mar. 20	Targeted BMPs for Downtown Shakopee	Facebook	This project analyzed the current stormwater systems in downtown Shakopee to identify opportunities to implement best management practices (BMP) before stormwater is discharged into the Minnesota River. The study included the identification of potential BMP opportunities. The study will summarize sediment reduction benefits and provide a cost-benefit analysis. http://lowermnriverwd.org/projects/targeted-bmps-downtown-shakopee
			Instagram	
Twitter				
	Mar. 15–21	Fix a Leak Week (Mar. 15–21)	Facebook	Did you know that household leaks waste nearly 1 trillion gallons of water annually nationwide? That's a lot of water! Chase down those leaks to save water and save money! https://www.epa.gov/watersense/fix-leak-week#:~:text=Mark%20your%20calendars%20for%20EPA's,and%20money%20all%20year%20long.
12	Mar. 17	LMRWD Board Meeting	Facebook	Please join the LMRWD at its next board meetings. Board meetings are currently being held virtually on the third Wednesday of the month beginning at 7:00 p.m., unless otherwise noted.
	Mar. 21–Mar. 27	Compost Bin and Rain Barrels	Facebook	The time is almost here to order your rain barrels and compost bins! Rain barrels catch fresh water as it pours from your downspouts. That water would otherwise make its way into storm sewers only to be wasted. Compost bins are an easy way to discard food and yard waste. You can keep those items out of the waste stream and turn them into rich soil for your plants and garden. https://recycleminnesota.org/work/compost-bins-rain-barrels/
			Instagram	
Twitter				
	Mar. 21	International Day of Forests	Facebook	Did you know that forests are the most biologically diverse ecosystems on land, home to more than 80 percent of the terrestrial species of animals, plants, and insects? Today, during the International Day of Forests, take time to reflect on everything the forest ecosystem gives us. https://www.un.org/en/observances/forests-and-trees-day
13	Mar. 28–Apr. 3	East Chaska Creek Bank Stabilization	Facebook	East Chaska Creek has been identified as a source of sediment entering the Minnesota River. Since the 2016 East Chaska Creek report was completed, the LMRWD has begun implementing channel stabilization projects, and the City of Chaska has completed some identified maintenance projects. In 2018, the LMRWD submitted this project for funding under the Metro-Area Watershed-Based Funding Pilot Program offered by the Minnesota Board of Water & Soil Resources. The goals of the project will include reassessing previously identified maintenance and erosion sites, identifying new erosion sites that may have developed, and updating cost estimates for completing the remaining stabilization work. http://lowermnriverwd.org/projects/east-chaska-creek-bank-stabilization
			Instagram	
Twitter				
	Mar. 31	Six Things for Water Quality	Facebook	When you are out this weekend enjoying the spring weather, take a few minutes to do one thing for clean water. Here are six easy actions you can choose from! http://cleanwatermn.org/6-actions-to-take-at-home/

Measurement

Young Environmental will measure social media analytics on a quarterly basis. Measurements will help staff assess content strategies and modify content as necessary.

- 1) Google Analytics
 - a) Measure the number of visits to the website from social media accounts.
- 2) Facebook in-page analytics
 - a) Measure the reach, likes, and comments of individual posts.
- 3) Twitter analytics
 - a) Measure impressions, engagements, likes, link clicks, and retweets.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 17, 2021

Agenda Item

Item 6. H. - LMRWD Projects

Prepared By

Linda Loomis, Administrator

Summary

i. Eden Prairie Study Area #3

LMRWD advertised for proposals for the next phase of work to be completed on this project. Proposals were received from Bolton & Menk, Inc., Cardno, Inc., Inter-Fluve, Inc., Resilience Resources, LLC and Wenck Engineering. LMRWD staff reviewed all the proposals and decided that interviews were not needed. The proposal from Inter-Fluve was the preferred proposal. A Professional Services Agreement (PSA) with the chosen firm has been negotiated and approved by legal counsel.

The proposal has been incorporated into the PSA so the Board can see the proposal as part of that document. Inter-Fluve requested that the RFP become a part of the PSA too. The Board should make a motion to accept the proposal from Inter-Fluve and authorize execution of the PSA.

In addition, BWSR has approved the LMRWD request for grant funding for this project. A grant of \$127,732 was approved. A grant agreement is attached and execution should be authorized by the Board.

Attachments

Professional Services Agreement between the LMRWD and Inter-Fluve, Inc. dated February 18, 2021

FY 2021 State of Minnesota Board of Water and Soil Resources Watershed-Based Implementation Funding Grant Agreement

Recommended Action

Motion to accept proposal for professional services from Inter-Fluve, Inc. and authorize execution of Professional Services Agreement dated February 18, 2021

Motion to authorize execution of FY 2021 State of Minnesota Board of Water and Soil Resources Watershed-Based Implementation Funding Grant Agreement

Professional Services Agreement

THIS IS AN AGREEMENT effective as of February 18, 2021 (“Effective Date”) between
The Lower Minnesota River Watershed District (“Owner”) and
Inter-Fluve, Inc. (“Consultant”).

Owner requests that Consultant provide professional services related to the Area 3 Minnesota Riverbank Stabilization Project (Project). This Agreement sets forth the general terms and conditions which shall apply to the Consultant’s services and Scope of Services duly executed under this Agreement.

Owner and Consultant further agree as follows:

1.01 *Scope:*

- A. Consultant’s services (not deemed as general Consulting) are detailed in the attached proposal for services (Attachment 1 and Attachment 2). Attachment 1 indicates the specific services to be performed (Scope of Services), deliverables to be provided, schedule for completing services; and Attachment 2 indicates the fee for the services. The “Request for Proposal – Design Services for the Area 3 Minnesota Riverbank Stabilization Project” is detailed in Attachment 3.
- B. Consultant may be entitled to appropriate adjustment in Consultant’s compensation arising from:
 - a. Changes in the instructions or approvals given by Owner, untimely decisions by Owner, or enactment or revision of codes, laws or regulations, or official interpretations that cause an unreasonable amount of change to the Scope of Services or previously approved documents.
 - b. Significant changes in the Project including, but not limited to, size, quality, complexity, schedule, or budget, or procurement method.

2.01 *Changes to Scope of Services Procedure:*

- A. Owner and Consultant shall agree on any revised scope, time for performance, and basis of compensation.
- B. Consultant will commence performance of any revised Scope of Services upon receipt of executed amendment to this Agreement.

3.01 *Term:* This Agreement shall remain in effect for the greater of:

- A. The duration of any timeline set forth in Attachment 1 for completion of the Scope of Services; or
- B. Completion of the Scope of Services detailed in Attachment 1 or any amendment thereto.

4.01 *Times for Rendering Services:*

- A. The times for performing services or providing deliverables are as set forth in the Attachments.

- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, or Consultant's services are delayed or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project referenced in Attachment 1, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. Such changes shall be reflected in amendments to Attachments 1 and 2.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.
- E. Paragraph 4.01.B, above includes delay as a result of Force Majeure. If completion of any portion of the Scope of Services for the Project is delayed by Force Majeure, the time of performance of the Consultant's Services or Work will be extended for a period equal to the delay and fee equitably adjusted. Neither party shall be liable to the other for failure to perform as a result of an event of Force Majeure. Force Majeure includes, without limitation, acts of God; acts of the public enemy; acts of war or terrorism; acts of federal, state, local, or foreign governments; natural disaster (whether declared or undeclared); epidemics; civil unrest; freight embargoes; litigation; or, court or agency order suspending work.

5.01 *Standard of Performance:*

- A. Consultant shall perform the professional consulting and related services under this Agreement as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
- B. Consultant shall perform the professional consulting and related services under this Agreement in a manner consistent with the professional obligations and ethical standards set forth in Minnesota Statutes Chapter 326 and Rules Part 1805 as applicable to Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience, and Interior Design.
- C. Subject to the standards of care set forth above, Consultant may use or rely upon design elements in information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and publishers of technical standards.
- D. Consultant shall review laws, rules, regulations, ordinances, codes, and Owner-mandated standards policies, procedures and instructions provided to the Consultant in writing and that are in effect as of the date of this Agreement applicable to the Consultant's performance services under this Agreement subject to the standard of care set forth in Paragraph 5.01.A and to the extent compliance is consistent with professional practice requirements. Consultant shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. Changes to any laws, rules, regulations, ordinances, codes, Owner-mandated standards, policies procedures and instructions or requirements of governmental authorities after the effective date of this Agreement may be the basis for modifications to Owner's responsibilities, Consultant's Scope of Services, times of performance, or compensation. If, during Consultant's review of applicable laws, rules, regulations, ordinances and codes, and Owner-mandated standards, Consultant identifies any conflict between such laws, rules, regulations, ordinances and codes, and Owner-mandated standards, Consultant shall

notify Owner of the nature and impact of such conflict. Owner agrees to cooperate and work with Consultant in an effort to resolve any such conflict.

6.01 *Billing and Payment:*

- A. Invoices shall be submitted monthly by Consultant broken down by the task outline in Attachments 1 and 2, and not to exceed the amounts outlined in Attachment 2.
- B. Payment is due upon presentation, and shall be considered past due if not paid within 45 days of the invoice date. If payment is not received by Consultant within 45 days of the invoice date, Owner shall pay as interest an additional charge of one percent (1.0%) or the maximum allowable by law, whichever is lower, of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
- C. If Owner objects to any portion of an invoice, Owner shall so notify Consultant in writing within 10 days of receipt of the invoice. Owner shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Owner on all disputed invoiced amounts resolved in Consultant's favor and unpaid for more than 45 days after date of submission. Nothing herein shall prevent Owner from disputing an invoice, payment or item of work after payment is made.
- D. In the event legal action is necessary to enforce the payment provisions of this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred. If both parties receive judgment in any dollar amount, the court will determine the prevailing party, taking into consideration the merits of the claims asserted by each party, the amount of the judgment received by each party, and the relative equities between the parties.
- E. If Owner fails to make payments when due or otherwise is in breach of this Agreement, Consultant may suspend performance of services upon seven (7) days' notice to Owner. Consultant shall have no liability whatsoever to Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by Owner.

7.01 *Insurance:* During the term of this Agreement, Consultant shall maintain not less than the following insurance coverages

- A. Workers' Compensation Insurance – statutory amount
- B. Employer's Liability Insurance - \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee
- C. Commercial General Liability Insurance - \$1,000,000 per occurrence / \$1,000,000 aggregate
- D. Automobile Liability Insurance - \$1,000,000 combined single limit
- E. Professional Liability Insurance - \$2,000,000 per claim / \$2,000,000 aggregate
- F. At any time, Owner may request that Consultant, at Owner's sole expense, provide additional insurance coverage or increased limits that are more protective than those maintained by Consultant.

8.01 *Owner's Responsibilities:*

- A. Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of Consultant.
- B. Owner shall provide for Consultant's right to enter the property owned by Owner and/or others in order for Consultant to fulfill its services.
- C. Owner shall promptly report to Consultant any deficiencies or suspected deficiencies in Consultant's work or services of which Owner becomes aware so that Consultant may take measures to minimize the consequences of such deficiencies. Upon notice to Consultant and by mutual agreement between the parties, Consultant shall correct such deficiencies without additional compensation except to the extent such action is attributable to deficiencies in Owner-furnished information.

9.01 *Allocation of Risks; Limitation of Remedies:*

- A. It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not subject Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, Owner agrees that as Owner's sole and exclusive remedy, any claim, demand or suit arising out of Consultant's services in connection with the Project shall be directed and/or asserted only against Consultant and not against any of Consultant's individual employees, officers, or directors.
- B. Notwithstanding any other provision in this Agreement, neither Consultant nor Owner shall be liable to the other party for any special, incidental, indirect or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or performance of this Agreement.
- C. Consultant agrees to indemnify, and hold Owner and its managers, agents, and employees, harmless from and against any and all liability, claims, suits, loss, damages, costs, and expenses, including but not limited to, attorney's fees and court costs, including all costs of appeals to the extent arising out of or resulting from any negligent acts, errors, or omissions, or willful misconduct of Consultant in the performance of its services and duties hereunder. This indemnification obligation will not be limited in any way by any limitation on the amount or type of insurance carried by Consultant or by the amount or type of damages, compensation, or benefits payable by or for the Consultant or any of Consultant's sub-contractors or employees under Workers' Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

10.01 *Termination:*

- A. This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. Payments Upon Termination.
 - a. In the event of any termination under the terms of this Agreement, Consultant will be entitled to invoice Owner for all services performed or furnished through the effective date of termination.
 - b. In the event of termination by Consultant for cause, in addition to invoicing for those items identified in paragraph 10.01.B.a above, Consultant shall be entitled to invoice Owner and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment

of personnel, costs of terminating contracts with Consultant's consultants, and other related close-out costs.

11.01 *Third Party Beneficiaries:* All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and not for the benefit of any other party. No other party shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Consultant.

12.01 *Data, Information and Instruments of Service:*

- A. Consultant and Owner agree that all data and information, including without limitation, computer software, computer data bases, computer software documentation, specifications, designs, drawings, reports, and blueprints, generated in the performance of this Agreement and data and information which are specified to be delivered or which are, in fact, delivered pursuant to this Agreement are instruments of service and shall be and remain the sole property of the Consultant. However, consistent with the intent of this agreement, Consultant agrees that Owner may use such instruments in the construction and future maintenance of the Project. Consultant agrees that if it defaults on its obligations under this Agreement, Owner may provide such instruments to a successor consultant to use as a baseline for re-design or continuation of the project. If such instruments are so provided, Owner and successor consultant shall indemnify and hold Consultant harmless for errors or flaws in final design or construction. Any instruments so provided shall be identified as instruments of service and make clear that the instruments are intended for use only in connection with the specific project.
- B. Consultant shall deliver all data and information to Owner upon Owner's request and in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Agreement, said data and information shall be delivered to Owner without additional cost to Owner.
- C. Final documents, deliverables or instruments, once delivered to Owner, shall be considered public information pursuant to Minnesota Statutes Chapter 13 (Data Practices Act). Notwithstanding operation of the Data Practices Act, Consultant shall not be liable for any misappropriation or misuse of such instruments. Any required disclosure or production of such instruments under the Data Practices Act shall include an admonishment that the instruments are the sole property of the Consultant and intended for use only in connection with the specific project.

14.01 *Compliance with Laws:*

- A. Consultant shall, in the performance of this Agreement, comply with all applicable state and federal compensation, labor and non-discrimination laws, agency rules or executive orders.
- B. Consultant shall include similar compliance provisions in any subcontract for services to be performed hereunder.

15.01 *Subcontractors:*

- A. Consultant shall identify to and inform Owner of any and all subcontractors providing services hereunder. Owner shall have the privilege of rejecting the Consultant's engagement of any

subcontractor.

- B. Consultant shall be fully responsible to Owner for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing services hereunder just as Consultant is responsible for Consultant's own acts and omissions.
- C. Nothing in this Agreement shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between Owner and any such subcontractor, supplier or other individual or entity, nor shall anything in this Agreement create any obligation on the part of owner to pay or to see to the payment of any moneys due any such subcontractor.
- D. Consultant shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, and other individuals or entities performing or furnishing any services required by this Agreement under a direct or indirect contract with Consultant.
- E. All work performed for Consultant by a subcontractor or supplier will be pursuant to an appropriate agreement between the Consultant and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of this Agreement for the benefit of Owner.
- F. Consultant shall pay its subcontractors, if any, in accordance with the requirements of Statutes Section 471.425, requiring payment of subcontractors within ten days of receipt of payment from the Owner. Failure to comply with the requirements of Statutes Section 471.425 may subject the consultant to penalty of interest payment to the subcontractor at the rate of 1½ percent per month or any part of a month.

16.01 *Controlling Law:* This Agreement is to be governed by and interpreted in accordance with the laws of the State of Minnesota.

17.01 *Waiver:* The waiver by Owner of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by Owner which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

18.01 *Entire, Integrated Agreement:* This document and all attachments listed paragraph 19.01, below, represent the entire and integrated agreement between Owner and the Consultant and supersede all prior negotiations, representations, and agreements, either written or oral, between the parties.

19.01 *Attachments Included:*

- A. Attachment 1: Inter-Fluve Technical Proposal, dated January 22, 2021
- B. Attachment 2: Inter-Fluve Cost Proposal, dated January 22, 2021
- C. Attachment 3: Request for Proposal – Design Services for the Area 3 Minnesota Riverbank Stabilization Project, dated December 17, 2020

20.01 *Severability:* If any term or provision of this Agreement is declared invalid or unenforceable by any court

of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

21.01 *Execution in Counterparts, Verified Electronic Signatures:* This Agreement may be executed in counterparts and by verifiable electronic signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

Owner: Lower Minnesota River Watershed District, Chaska, MN

Consultant: Inter-Fluve, Inc.

By: _____

By:  _____

Print name: _____

Print name: Jonathon Kusa

Title: _____

Title: President & CEO

Date Signed: _____

Date Signed: February 11, 2021

Address for Owner's receipt of notices:

Address for Consultant's receipt of notices:

501 Portway Avenue, Suite 101
Hood River, OR 97031

Designated Representative:

Designated Representative:

Title: _____

Title: Jonathon Kusa

Phone Number: _____

Phone Number: 541-490-8230

E-Mail Address: _____

E-Mail Address: jkusa@interfluve.com

ATTACHMENT I

January 22, 2021

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



Re: Proposal for Design Services - Area 3 Minnesota Riverbank Stabilization Project

Dear Linda and Selection Team,

Inter-Fluve, Inc. is pleased to submit our qualifications and approach for the Area 3 Riverbank Stabilization Project. We are excited to bring our river restoration expertise to bear on behalf of the Lower Minnesota River Watershed District. We work nationally and internationally on challenging river and stream projects, which often include bank stability analysis as a part of the evaluation and eventual solutions. The issues faced within this project reach are familiar to our team and lie squarely within our technical wheelhouse.

We have completed at least ten very similar projects in the Midwest over the last five years, and a much larger number of similar projects across the United States over the last 37 years. River restoration work is all we do, and our average annual workload includes approximately 140 riverine projects. We completed a very similar project on the Minnesota River in 2018 and regularly work on ravine and bluff erosion issues in the Minnesota River basin. We collaborate with the USACE, NOAA, USF&W, and Bureau of Reclamation to support work on our nation's river systems. We have recently completed several local studies for the USACE St. Paul District and have a good understanding of how to develop projects that pass muster with our federal regulatory partners. This is a critical element for a project impacting a navigable channel. If you are looking for niche expertise in river science and engineering, then Inter-Fluve is the firm for the job.

We are passionate about our craft and enjoy sharing our expertise with our clients. We regularly teach higher education courses on our craft at University of Minnesota, Portland State University, and Harvard Graduate School of Design. We are excited by the opportunity to work with your team to share our expertise and knowledge to address this project and help your team evaluate similar issues along the Minnesota River.

Regarding the Area 3 site, the data and analysis gathered to date provide a valuable insight into the stability issues associated with the site. However, there are several key considerations that have not yet been addressed, including the influence of ice and boat wake action, which we can resolve, and are discussed in more detail in our Understanding and Approach. That said, the data collected thus far provides a reasonably clear guidance of a recommended approach. We strongly contend that pending a re-assessment of the current slope stability, the key project issues at this site are associated with hydraulic influences on the bank toe, and that construction impacts to the bluff face can and should be avoided. There is currently no indication of geotechnical instability that would impact uphill properties. We believe that the design solution should resolve existing issues, not create more risk and disturbance. We have outlined our concerns with the previously proposed ideas in our response and believe we have solutions that address the risks and technical challenges with this site. We look forward to collaborating with you all to review the data and confirm our recommended approach, if awarded the contract. We appreciate the opportunity to answer your questions and the chance to work with you all.

Sincere Regards,

A handwritten signature in black ink, appearing to read "Jonathon Kusa".

Jonathon Kusa, PE, LEED AP
President and CEO
jkusa@interfluve.com
Cell: (541) 490-8230

A handwritten signature in blue ink, appearing to read "Maren Hancock".

Maren Hancock, PE
Project Manager
Water Resources Engineer, Regional Director
mhancock@interfluve.com
Cell: (651) 295-4656



As requested in the RFP, we include the following statement:

I hereby certify that I am a duly authorized representative of the company and that the information contained within this response to the Lower Minnesota River Watershed District's Request for Proposal is current, true, and correct to the best of my knowledge. I hereby authorize and request any person, agency, or firm to furnish any pertinent information requested by LMRWD deemed necessary to verify the statements made in this submittal.



Jonathon Kusa, PE

President and CEO

We acknowledge the receipt of Addendum 1.



Before and after photos of the Sand Creek Engineered Log Jams Bluff Stabilization in Jordan, MN (2016-2019).

1. Project Understanding & Approach

The primary goal of this project is to arrest continued bluff erosion in the project area to prevent impacts to private property, preserve the existing stormwater pond infrastructure, and reduce sediment loading to the Minnesota River. The data gathered to-date and the evaluation completed suggest that river migration and hydraulic scour are the dominant drivers of the erosion issue. Based on our experience with similar systems, the following variables should be investigated and considered as drivers for the failure, some of which have been evaluated already, others have not.

Geotechnical Slope Stability – The evaluation of various failure planes under saturated, unsaturated, and draw-down conditions based on the sub-surface soil types has been completed by several consultants as a part of the 2008 – 2020 assessments and monitoring. The ongoing inclinometer readings and geotechnical analysis indicate that the bluff failure is not due to a geotechnical or groundwater saturation issue. We would recommend that Barr Engineering repeat the slope failure analysis for Section 5 of the project area based on the ongoing changes to the bluff, but based on the previous analysis we would anticipate findings that indicate that the failure planes would not intersect private property.

River Migration – The analysis of aerial photographs completed by the previous consulting teams confirm the continued migration of the river down-valley and towards the left bank. This is a typical progression of meander bends and the work completed thus far validates that condition. No further analysis is recommended relative to river meander analysis.

Hydrologic Analysis – The analysis completed to-date appears to effectively capture the range of anticipated flows for the site. No further analysis is anticipated to be needed for this topic.

Hydraulic Scour – In addition to the river migration issues, we will examine depth integrated shear stress, bend scour, and maximum scour depth to prevent over design, so that stone isn't carried too far up the bank. This will be completed using the existing HEC-RAS model, updated with the 2020 bathymetry. We agree that a stone toe is likely warranted, but we believe a gradation of hard armoring to more vegetation solutions are typically warranted on river banks. Inter-Fluve has projects that are more than 24 years old that implemented bioengineering, geotextile fabric, and vegetative solutions in similarly situations. Our intent is to understand the hydraulic issues in enough depth to accurately design stable slopes. We do

not support overdesign of hard structures in rivers, to the detriment of the ecology and aesthetics of the system.

Ice Flow – In northern river systems, it is critical to evaluate potential ice impacts on shorelines. Ice scour can be a significant driver for bank erosion. Inter-Fluve will evaluate anticipated ice conditions and impacts along the project reach, which is on an outside bend of the river and likely subject to more significant ice impacts. Ice impacts and boat wake were the two predominant forces on the Sheridan Park project on the Mississippi River. Ice impacts were also evaluated on the Sand Creek projects. Inter-Fluve has include the ice impact analysis in our Task 2 scope .

Boat Wake – As a navigable channel, this reach of bank is impacted by large barge traffic, as well as other craft. Our recent experience on the Toronto Harbor included evaluation of this specific issue relative to bank stability. In this situation, the reflection and potential interference to create larger impacts is muted in this reach, due to the vegetation on the right bank. We would evaluate the potential wave impacts and mitigate the risks through the design elevations of various stabilization approaches. Boat wake analysis has been completed for Sheridan Park and the Don River, both referenced below. Inter-Fluve has include this analysis in our Task 2 scope.



Vegetation Stability – As noted in the design reports, there are extensive groundwater seeps throughout the project reach. While these are the bane of geotechnical engineers, the groundwater plays a critical role in establishing long-term vegetation stability on the site. As

noted in the 2010 site assessment “Vegetation has begun to re-establish within areas that are not actively sloughing.” That is a great sign that once re-established, riparian trees and shrubs could serve as an additional barrier to continued erosion of the upper slopes. The best solutions integrate the site conditions into the solution, rather than work against them.



Napa River HDV Bank Stabilization, CA

Gully Drainage – The studies and reports indicate that most of the overland flow has been redirected to the stormwater system. Based on the site photos provided by May 7, 2020 site visit, the existing drainage gullies do not appear to be at risk. Inter-Fluve has extensive gully stabilization experience and will include a brief review the gullies this spring in collaboration with Young Environmental. If further design or actions are warranted, Inter-Fluve is ready to work with LMRWD to address those issues as an additional scoped task.

Our due diligence approach outlined above will inform our selection and validation of stabilization methods such as barbs, bioengineered wood cribs, rock toes, and launchable toe applications. Our team has unmatched experience in integrating bioengineering into the traditional rock approaches for long term stability. Our assessment of the data and analysis points to a launchable rock toe with transition to a bioengineered upper bank solution, similar to the solution implemented this past Fall on the Napa River (See HDV project description).

We have a few concerns with the rock vane solution selected by the 2010 consulting team. First, we have seen similar solutions implemented by others result in more bank erosion in the areas they were intended to protect.

Second, the proposed solutions include extending vanes approximately 140 feet into the channel, measured from the left bank. The current thalweg, as identified in the cross-sections, is approximately 100 feet from the left bank in some sections. Not only do we believe the solution not viable for the identified erosion issues, the permitting hurdles with the USACE and Coast Guard to construct rock vanes into the thalweg of the navigable channel could be significant.

Our approach outline to this project reflects the dynamic nature of this site and the unknown construction timing associated with funding availability. Our approach can be summarized as follows;

1. Identify gaps and supplement or update data and analysis to confirm failure drivers and risks on the site.
2. Conduct limited drone survey during field assessment to support design plan development. Since funding for construction is not yet available, and the river will continue to impact and change the bank, saving detailed survey and final design until construction timing is known is prudent.
3. Complete 60% and 90% designs.
4. Optional Task – we recommend a pre-permitting meeting with the DNR and USACE following the 60% design phase to discuss project goals, designs, and outcomes. (Not in current scope)
5. Complete permit submittal matrix. (Permitting submittal by others, or via addendum.)

Once Construction timing is known and funding is secured:

6. Conduct supplemental field survey to data that is current for the time of construction.
7. Update hydraulic model.
8. Finalize 100% (Bid Ready) plans to reflect site conditions and refine material quantities.
9. Complete permit submittals (not in this scope).

We look forward to providing more scoping detail in a collaborative meeting with your team, following project award.

2. Project Management Plan

The success of Inter-Fluve's approach to dynamic and complex river system projects is founded on a practice that strives for frequent and consistent quality review. We have established a small group of Technical Principals whose role is to mentor new staff through project deliveries, as well as provide the quality control review of decisions and deliverables. Given the breadth of expertise applied in any single project, we typically request review by an ecologist, geomorphologist, engineer, and fish biologist on our complex projects.

Inter-Fluve's Maren Hancock will be the designated Project Manager. Maren has more than 8 years of experience managing multi-disciplinary engineering projects and providing water resources engineering services. She draws upon her experience across the Midwest and New England with both urban and rural river restoration, bluff toe stabilization design, natural channel design, floodplain management, and construction administration. Maren has worked on more than **65 restoration projects** alone and her leadership and organization is vital to these projects that have diverse technical challenges and unique stakeholder and communication needs. Maren is professionally trained in engineering Project Management through the PSMJ program.

The following graph provides an estimated project schedule based on the proposed project schedule identified in the RFP. You will note that we recommend that Task 5 not be executed, pending notification to proceed by LMRWD and/or construction funding being identified. We have not identified specific dates for meeting or tasks, as we anticipate that would be developed collaboratively with the LMRWD team.

Inter-Fluve manages unanticipated changes within project delivery through a collaborative and open communication process with our clients. We will be communicating regularly with the LMRWD staff and believe that fostering open communication channels from the outset will create a resilient project delivery team. Although our team's background provides guidance and expertise, part the challenge of any project are the unanticipated challenges and changes. The resiliency we build into of our technical solutions is reflected in the resiliency we foster within our project delivery team, which includes our client partners. In same vein, the open communication style we espouse is relevant to the resolution of issues. We are the not the consulting team that collects the data, retreats to our office, and then reappears with a solution. We relish frequent collaboration with our clients and partners. We believe that open dialogue provides the surest path to issue resolution and success.

A number of risks are associated with this type of work, including those technical areas identified in our project understanding. As frequent practitioners in this field, there are a number of other risks, some larger, some smaller, that we regularly see. Here are four of the most prevalent issues we see in the marketplace:

Risk: High water on projects any given year

Mitigation: During the design phase, we can often shift and compress task timelines to accommodate a survey delay if access is dangerous. During construction, accommodating schedule risk within the design and contract documents limits financial risks to LMRWD and other funding partners.

Risk: Changed site conditions

Mitigation: As noted previously, rivers are constantly changing, and this site is no different. The average bank change was computed to be 3 feet per year. Over a 500-foot bank section, that can result in a significant quantity change between a design plan being completed and the contractor mobilizing. Inter-Fluve addresses this issue through a flexible design process that accommodates delays in funding, as proposed in this submittal for Task 5. Also, our designs for these type of bank stabilization systems can be adjusted in the field and flexed to accommodate changes in site conditions.





Risk: Permitting delays

Mitigation: Early coordination with permitting agencies helps, but also recognizing the areas or issues on a project that specific agencies are most concerned about. Inter-Fluve also has the advantage of having decades of project examples to provide our regulatory partners the confidence that our solutions are viable, resilient, and appropriate.

Risk: Construction Cost Escalation and/or Surprise

Mitigation: As noted in the 2008 and 2010 design reports, the proposed construction solutions ranged in costs from \$300,000 to \$3,300,000. That order of magnitude range should give LMRWD staff pause and concern relative to the accuracy of either set of estimates. Inter-Fluve will not claim to always be within 3% of the Low Bid on competitive jobs with our Engineering Opinions of Probable Costs, market forces often create havoc in bidding environments, but our cost database and history of implementation gives our clients more confidence and clear guidance for fund raising and project cost projections.

Schedule

		2021						
		FEB	MAR	APR	MAY	JUN	JUL	AUG
	Task 1: Project Management							
	1.1 - Kickoff Meeting - Client							
	1.2 - Stakeholders Kickoff Meeting							
	1.3 - Design Review Meeting - 60%							
	1.4 - Design Review Meeting - 90%							
	1.5 - General Project Management							
	Task 2: Alternatives Review & Evaluation							
	2.1 - Existing Data Review & Gap Analysis							
	2.2 -Field Data Collection							
	2.3 - Alternatives Review							
	2.4 - Brief Tech Memo							
	2.5 - Workshop with LMRWD							
	Task 3: Preliminary (60%) Design							
	Task 4: Final (90%) Design							

Task 5: Bid Documentation (100% Design): Survey, design, engineering, and completion of 100% design tasks to be completed upon notification of construction funding.

Organizational Chart



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

PROJECT MANAGEMENT

Maren Hancock, PE
*Water Resources Engineer,
Regional Director*

PRINCIPAL IN CHARGE

Jonathon Kusa, PE, LEED AP

DESIGN TEAM

**ENGINEERING
& HYDRAULIC
MODELING**
Nick Jordan, EIT
Engineer in Training

**GEOLOGY
GEOMORPHOLOGY**
Marty Melchior, CFP
*Principal Ecologist &
Fisheries Biologist*

**AQUATIC
ECOLOGY**
Emily Alcott, CE, PWS
*Principal Ecologist &
Fluvial Geomorphologist*

CAD
Garrett Shear
*CAD Technician &
Environmental Scientist*

Mike Brunfelt, RG
Principal Geomorphologist

Marty Melchior, CFP
*Principal Ecologist &
Fisheries Biologist*

Sean Morrison
Staff Geomorphologist

Garrett Shear
*CAD Technician &
Environmental Scientist*

3. Proposed project team

As a species, humans are highly adept at adapting to change and thriving in new environments; unfortunately, that has not resulted in an increased aptitude to understand naturally dynamic ecosystems like river systems. Our infrastructure and development designs often fail to account for short- and long-term geomorphic and biological processes that have the propensity to impact our homes, roads, and other fixed infrastructure systems. To manage those impacts, it is important to work with professionals that regularly tackle these types of issues and have a deeper foundational knowledge surrounding the variables associated with our dynamic river systems. Below are brief introductions to our key project team members. Two-page resumes for each person are located at the end of this proposal.

Maren Hancock, PE

SR. WATER RESOURCES ENGINEER

Role: Project Manager

Maren Hancock, PE will be the Project Manager for Inter-Fluve. Maren is a Water Resources Engineer and Regional Director in our St. Paul office. She maintains more than eight years of experience and brings a wealth of experience in designing and providing construction oversight for riverbank stabilization projects around the Midwest. For example, she was the project manager for our two most recent phases on the Sand Creek Bluff Toe Stabilization & Sediment Reduction in Jordan, MN; was assistant project manager for the Big Sioux Streambank Stabilization in Sioux Falls, SD; and is currently the Project Manager for the Kenilworth Channel Stabilization in Minneapolis, MN. Maren lives and works in St. Paul. This will allow her to efficiently manage the various projects and attend meetings as needed. She is detailed oriented and has shown incredible leadership within both our firm and the industry, yielding positive outcomes for client and project.

Jonathon Kusa, PE, LEED AP

WATER RESOURCES ENGINEER

Role: Principal-in-Charge

Jonathon will serve as Principal-in-Charge for the team. He is also a Minnesota resident and Professional Engineer, working closely with Maren in our Saint Paul office. His recent experience both locally and nationally on similar work will help guide the design team through analysis, design and permitting. Jonathon also enjoys staying engaged in local projects, so he plans to provide engaged engineering support throughout the project.

Marty Melchior, CFP

TECHNICAL PRINCIPAL, ECOLOGIST & FISHERIES BIOLOGIST

Role: Fisheries, Large Wood Design & Geomorphology

Marty will serve as a key Technical Principal for the project. With over 25 years of experience Marty has developed a well-rounded expertise in ecology and geomorphology. His acumen with large bluff stabilization is unparalleled. Marty has led and participated in a number of ravine and bluff erosion charrettes and meetings in Mankato and Jordan with MPCA, Counties, Utah State, NDSU and U of MN, Extension, MNDNR, and BWSR. Marty has designed and provided construction oversight for over 20 large river bluff erosion projects over the last decade and has pioneered the use of large wood in stabilization those projects. As noted in his resume, his experience completing similar projects both on the Minnesota River and throughout the Midwest provides guidance and quality assurance.



Menomonee Rive, Hart Park Bluff, WI

Emily Alcott, CE, PWS

TECHNICAL PRINCIPAL, ECOLOGIST & GEOMORPHOLOGIST

Role: Ecology & Vegetation

Emily will serve as our QA/QC lead for ecological and vegetative stabilization issues. She is currently assisting with the channel re-naturalization in the Chain of Lakes and regularly works across the United States and Canada with our design teams.

Mike Brunfelt, RG

TECHNICAL PRINCIPAL, GEOMORPHOLOGIST & GEOLOGIST

Role: Geologist

Mike is a Registered Geologist and regularly evaluates issues for our projects. He is a native of Plymouth, MN and regularly supports work throughout the region. His geological expertise will provide support of our evaluations and collaboration with our geotechnical partners.

Nick Jordan, EIT

STAFF ENGINEER

Role: Engineer-in-Training

Nick has three years of experience with a background in geotechnical engineering and river science. Nick provides engineering support to projects throughout the Midwest and East Coast. Nick supports everything from survey, through final design, and construction oversight.

Sean Morrison

STAFF GEOMORPHOLOGIST

Role: Geomorphologist & Drone Survey

Sean utilizes his skills in geomorphology to interpret form and process, historic investigation and mapping with aerial photographs, hydrological analyses, field survey and site stability assessment. Sean will focus on geomorphology, data collection, and permitting assessment for the project. Sean had three years of experience.

Garret Shear

CAD TECHNICIAN & ENVIRONMENTAL SCIENTIST

Role: CAD & Ecology

Garrett has over 8 years of experience as a CAD Drafter for civil and environmental engineering firms. Garrett has been a part of design teams for approximately a dozen bluff erosion projects over the course of his career. He will be a CAD Drafter for this project and assist Emily with Ecology.

All team members have sufficient capacity to support delivery of the project given the proposed schedule.

Inter-Fluve proposes collaborating with Barr Engineering geotechnical engineers and Young Environmental staff, given their history and previous analysis of the project site. We do not propose utilizing any sub-consultants given that approach.



North Fish Creek, WI



Little Miami River Bioengineered Bank Stabilization, OH

4. Project Examples

The following projects all included our day-to-day Project Manager, Maren Hancock

Don River Mouth Naturalization & Port Lands Flood Protection

Toronto, Canada (2015-Present)

Reference: Shannon Baker, Project Director, Parks and Public Realm, Waterfront Toronto +1 (416) 306-8697 sbaker@waterfronttoronto.ca

The Lower Don Lands is a 308-acre area that is located at downtown Toronto's waterfront. The area has a long history of industrial use, manipulation of the Don River, and urban flooding. Waterfront Toronto is transforming the largely underutilized industrial area into new sustainable parks and communities. Inter-Fluve was contracted by Michael Van Valkenburgh Associates and Waterfront Toronto to complete the due diligence, project planning, construction documents, and construction observation associated with the ecological restoration elements of the \$1B revitalization project.

Inter-Fluve's role in the project includes fluvial geomorphic assessment of analog river mouth systems in the Greater Toronto Area to assess ecological function relative to floodplain storage, wave and ice impacts, hydraulic influences, habitat needs, and climate change resiliency. Coordinating with project landscape architects, hydrologists, and geotechnical and civil engineers, Inter-Fluve led the development of channel designs, plant species assemblages, in-stream habitat, and wetland habitat features for fish, amphibians, reptiles, birds, and wildlife. The designs address urban river hydrology, widely fluctuating water levels, ice impacts, boat wake, invasive species, urban land use, and flooding concerns. This project's design approach is typical for large river systems and are similar to the Minnesota River Area 3 issues. Jonathon Kusa is the Project Manager. Maren has been providing design support and QA/QC.

Kenilworth Channel Stabilization

Minneapolis, MN (2020-Present)

Reference: Daniel Elias, Design Project Manager, Minneapolis Park and Recreation Board, 612-499-3011 mobile, delias@minneapolisparcs.org

Inter-Fluve was contracted by Minneapolis Parks & Recreation Board for the design of shoreline stabilization

treatment along 700 ft of Kenilworth Channel. The project will naturalize and stabilize the shoreline and add valuable habitat to the area. The ecologically-based bank solution to repairing the dilapidated channel walls will be designed with consideration for resiliency, public safety and aquatic and habitat benefit. The project included review of wave action, ice extent, boat use impacts, and the design of rock toe stabilized banks with vegetated lifts. The assessment of risks along a vertical gradient up the bank, will allow for a naturalized appearance to recreational users, while providing long term structural stability (rock) at the toe.

Minnehaha Creek, Arden Park Restoration

Edina, MN (2016-2019)

Reference: Laura Domyancich, Planner – Project Manager, Minnehaha Creek Watershed District, (651) 323-3303 mobile, LDomyancich@minnehahacreek.org

The Minnehaha Creek Watershed District and the City of Edina contracted with Inter-Fluve to analyze and design a restoration plan for Arden Park, an 18-acre park located in Edina, Minnesota. The project included significant public outreach effort to capture community goals and sentiment relative to the existing park and dam. The final design involved removal of a dam to restore fish passage and natural stream function, and restoration and re-meandering of 2000 feet of creek.

The project also enhances wildlife habitat and natural vegetation, improves water quality by treating over 100 acres of untreated urban runoff, and provides improved and increased recreation access for fishing, kayakers, paddle boarders and tubers. Construction was completed in 2020. Applicability to the Area 3 project include: The project required design of a number of bank stabilizations, includes many with rock toe elements. The management of water on the site, given it was primarily constructed over the high-water year of 2019, was an excellent assessment of our specifications and designs relative to water-elevation related delay claims and issues.

Sand Creek Engineered Log Jams Bluff Stabilization (4 projects)

Jordan, MN (2016-2019)

Reference: Ryan Holzer, Scott County, Water Resources Scientist - Phone: 952-496-8882

In 2012, Inter-Fluve conducted a watershed scale geomorphic assessment of Sand Creek and its tributaries. Sand Creek is an agricultural area stream that flows across a flat plateau and then drops significantly through the bluff area of the old River Warren terrace before winding through the Minnesota River floodplain. Inter-Fluve identified sediment source areas and recommended that the County focus funding on bluff and ravine erosion to more efficiently address sediment reduction goals. Since 2016, Inter-Fluve has designed two ravine stabilization projects, and four bluff toe stabilization projects. The bluff stabilization involved engineered log jams (ELJ) and a log crib structure. Design involved both HEC-RAS and Flow 2D modeling of proposed solutions. Construction of the

most recent stabilization was completed in January 2019 and involved complex management of channel ice and in-situ dewatering. The Sand Creek projects included a number of similar design considerations including analysis of hydraulic forces at the bluff toe, ice impacts, and planned winter construction. These may be very similar to the challenges of the Area 3 project. Inter-Fluve regularly reviews our design approaches and re-assesses our construction documents to improve risk mitigation efforts, especially for winter construction.

It should be noted that Sand Creek Bluffs and the Porter Creek Bluffs (not referenced due to space limitations) projects were part of the Lower Minnesota River effort to reduce sediment loads and the result of a broader study completed by Inter-Fluve, to identify critical eroding bluffs that were the highest sediment contributors to the river system. Inter-Fluve's assessment and design efforts have contributed to the overall sediment reduction effort within the Minnesota River basin.

The following projects completed by the proposed team members, but not by our project manager

Minnesota River Bank Stabilization

LeSeuer, MN (2018)

Reference: Private client –Contact not available

In 2012, Inter-Fluve was contracted by a private client to study the geomorphic history of a reach of the Minnesota River to determine the rate at which the river has been migrating toward its natural gas pipelines. Inter-Fluve geomorphologists conducted a field assessment to document topographic and vegetative evidence of river movement, surface geologic features, river bed and bank materials, sand bar formation, and erosion. A desktop meander migration study was completed. Rates and directions of historic bank migration were determined. Based on this information, the pipeline owner estimated an appropriate timeframe for constructing a bank stabilization project to protect its pipeline. Inter-Fluve completed the preliminary through final design and permitting for the bank stabilization project, and it was constructed during summer 2014. One of the primary project challenges resolved by Inter-Fluve included the proposed inclusion of inappropriate design requirements (which would have destabilized the project site) by a State agency reviewer. This challenge may be similar to the Minnesota River Area 3 Project and we almost always recommend bringing in agency review partners early to facilitate permitting.

HdV Winery Bank Stabilization

Napa, CA (2018-2020)

Reference: Rick Hyde – Hyde de Villaine Wines– Email and Phone available upon request

The Napa River runs 55 miles from Mt. St. Helena to San Pablo Bay and is a dynamic system shaped by rain-driven flood events in the winter season. Following a major flood event Inter-Fluve was contracted by a boutique winery to restore a failing riverbank threatening winery infrastructure and ESA-listed fish habitat conditions along a tidally influenced section of the Napa River. Inter-Fluve worked closely with the client and local regulatory agencies including the Napa County (Flood Control), CDFW and NMFS to design a multi-objective solution including riverbank and riparian restoration, erosion control, and infrastructure protection. Designs were finalized, permit authorizations were secured and construction finished in the late fall of 2020.

Sheridan Park – Mississippi Riverfront Bank Stabilization

Minneapolis, MN (2009)

Reference: Minneapolis Park Board – Project Manager Departed, Agency reference available upon request

Inter-Fluve developed concept and final designs for restoration of 1,000 feet of eroding streambank at Sheridan Park along the Mississippi River. This section of river is backwater from the St. Anthony Falls lock and dam system, and so the major causes of erosion at the park were boat wakes and ice. One of the major challenges was that the Minneapolis Park Board did not want to lose any of the monument cottonwood trees that were beginning to fall into the river. Past bioengineering efforts by other firms had failed and Inter-Fluve was called in to assist in designing for, and resolving, the site complexities.

Preliminary analysis determined that the cause of erosion was not fluvial, and therefore extensive toe excavation was not required. Small diameter rock was installed at the toe of the slope to allow for sedimentation and wildlife passage over time. The upper slope was graded and bioswales were installed to prevent rill erosion. Salvaged large block limestone was placed under cottonwoods to buttress the trees, and the exposed roots were repacked with soil and gravel to improve stability and prevent further cantilevering. This design solution may be similar to the approach used for the Minnesota River Area 3 project.

Little Miami River

Cincinnati, OH (1997)

Reference: No current reference

Inter-Fluve conducted a feasibility study, prepared final plans and specifications, and supervised construction for bank stabilization along the Little Miami River, a National and State Wild and Scenic River. The site included a 1,200 foot long reach of eroding bank and levee, in some places 30 feet in height, which separates the river from a man-made lake and marina facilities. The area was subject to complex geotechnical conditions, including rapid drawdowns related to fluctuating river stages.

The selected alternative included a bioengineered slope utilizing a stone foundation, internal geogrids, geocell layers, fabric-encapsulated soil lifts, and native vegetation. There have been no further erosion issues reported or reconstruction required since project completion.

Rogue River Bank Stabilization

Grants Pass, OR (1998)

Reference: No current reference

The City of Grants Pass Water Treatment Facility is located directly above a high bank of the Rogue River that, following a major flood in 1996, was being undermined. This development threatened the city's only water supply for a population of nearly 35,000. Riverbank stabilization alternatives focused on protecting the existing water treatment plant and preventing future erosion of the bank. Additional consideration was given to preventing erosion upstream and/or downstream of the site, as well as avoiding gravel and sand deposition that could restrict flows to the plant's intake structure.

Following the initial site evaluation in 1998 and development of a detailed hydraulic model, four alternatives were proposed: 1) No action, 2) A traditional concrete retaining wall structure, 3) A bin wall structure, and 4) A bioengineered structure. Evaluation criteria for the alternatives included constructability, cost, habitat enhancement potential, probability of success (stability), aesthetics, ease of permitting, and maintenance requirements. A bioengineered structure in the form of a stacked geocell wall was selected as the preferred alternative. Using Section 14 Emergency funding the USACE collaborated with the City and Inter-Fluve to construct a nearly 500 feet long, 50 feet high bioengineered structure to protect the treatment facility.

The project earned the 2001 Design Excellence Award from the Society of American Military Engineers.



Winter Construction on the Minnesota River.



REGIONAL DIRECTOR & WATER RESOURCES ENGINEER

Maren Hancock, PE

Maren is a water resources engineer with more than eight years of experience managing multidisciplinary teams to meet clients' diverse needs. Maren's recent projects have included riparian zone and stream restoration; aquatic and shoreline habitat restoration; flood hazard mitigation; resiliency design; and watershed management. Maren has experience working on projects throughout the country in both ultra-urban and rural settings. Maren is currently leading the construction observation effort for the restoration and enhancement of a 17-acre urban park along the Minnehaha Creek corridor in Minnesota and managing three restoration projects for MMSD in Milwaukee. Maren's leadership is vital to these projects which include diverse restoration challenges along with stakeholder and public relation communication needs.

EXPERTISE

- River Bank and Bluff Toe Stabilization
- Dam Removal Evaluation and Design
- Urban Shoreline & Stream Restoration Design
- Watershed Management Planning & Design
- Flood Management Planning
- Riparian Habitat Restoration
- Climate & Coastal Resiliency
- Construction Oversight

EDUCATION

- MS, Environmental Engineering & Science, *honors*, John Hopkins University, 2015
- BS, Environmental Engineering, *cum laude* Tufts University, 2012

PROFESSIONAL AFFILIATIONS & REGISTRATIONS

- Professional Engineer: MN, WI, RI, SD, IL
- American Society of Civil Engineers (ASCE)
- Society for Military Engineers (SAME)

SELECTED PROJECT EXPERIENCE

Sand Creek Bluff Toe Stabilization & Sediment Reduction Jordan, MN (2015-2019)

Over the past decade, Inter-Fluve has worked with Scott County on the assessment of bluff and ravine erosion in the Sand Creek watershed. The design work included site survey, 2D hydraulic modeling, design drawings, specifications, and engineering cost estimates for concepts through final design. The projects designed and constructed to date have included four bluff toe stabilization sites and two ravine stabilization sites. Maren was the project manager for the two most recent projects.

Lyons Park Creek Bank Erosion Milwaukee, WI (2016-present)

The Milwaukee Metropolitan Sewerage District (MMSD) jurisdictional waterway known as Lyons Park Creek (LPC) flows from south to north as a tributary of the Kinnickinnic River. LPC flows through a series of open channels and storm sewer enclosures. As a sub to GRAEF, completed creek restoration design which included bluff toe stabilization, remeandering, and habitat enhancement. The project is currently out to bid for construction. The project will be constructed this spring. Maren is the Engineer of Record.

Big Sioux Streambank Stabilization Sioux Falls, SD (2017-2019)

Over the past century, the Big Sioux River between the City of Baltic and the City of Sioux Falls has experienced large-scale meander migration. The City of Sioux Falls and South Dakota Department of Natural Resources enlisted Inter-Fluve to investigate the erosion problem and provide design for bank stabilization and restoration treatments. Inter-Fluve completed the field assessment of 18 designated sites of interest which were subsequently used to prioritize sites for further design and implementation. Inter-Fluve worked on final design development for three of those bank stabilization sites. Maren was Assistant Project Manager.

Kenilworth Channel Stabilization Minneapolis, MN (2020-Present)

Inter-Fluve was contracted by Minneapolis Parks & Recreation Board for the design of shoreline stabilization treatment along 700 ft of Kenilworth Channel. The project will naturalize and stabilize the shoreline and add valuable habitat to the area. The ecologically-based bank solution to repairing the dilapidated channel walls will be designed with consideration for resiliency, public safety and aquatic and habitat benefit. Maren is Project Manager.

Maren Hancock, PE

Arden Park Restoration Edina, MN (2016-2019)

Contracted by Minnehaha Creek Watershed District, Inter-Fluve was the leading the restoration of the 17-acre park, which included a dam removal, creek re-alignment, habitat and vegetative restoration, new recreational amenities (trails, bridges, boardwalks, park shelter building, playground, water access points, etc.) . Maren was assistant project manager for the design phase and was the project manager for construction oversight.

Trout Brook, Afton Alps Habitat Restoration Saint Paul, MN (2014-2020)

Inter-Fluve is working with owners and project partners including Great River Greening, MN DNR and South Washington Watershed District to restore the natural function of Trout Brook, adjacent to the Afton Alps ski area. The restores trout habitat within the Metro area with high visibility to numerous site visitors. Maren assisted with project coordination and construction oversight.

Don River Mouth Naturalization Toronto, ON (2015-Present)

Inter-Fluve is part of a multidisciplinary team contracted by MVVA and Waterfront Toronto to assist with the \$1B revitalization project re-routing the mouth of the river and restoring it as a major feature of Toronto's waterfront. Maren is assisting with design development.

Minnehaha Creek Parkway Regional Trail Master Plan Minneapolis, MN (2018-2020)

Inter-Fluve was contracted as part of a team by the Minneapolis Park and Recreation Board to provide hydrologic and geomorphologic engineering services to aid the Minnehaha Creek Parkway Regional Trail Master Plan. The Trail Master Plan is part of a larger restoration effort Inter-Fluve has been involved with since 2003. Maren was Project Manager and provided engineering and natural resource expertise to the multi-entity planning team.

Mississippi Gorge Regional Park Master Plan Minneapolis, MN (2018-2019)

As part of a team, MPRB contracted Inter-Fluve to restore 132-acres flanking both banks of the Mississippi River to create an ecologically rich regional park on the Mississippi River that serves the general public and is environmentally aware. Maren was the Project Manager and provided engineering and natural resource expertise to the multi-entity planning team.

CSAH 50 (Crow River) Bank Stabilization Hennepein County, MN (2019-present)

Inter-Fluve was contracted by Hennepin County to assess and provide permanent stabilization designs for approximately 1,700LF of the Crow River bank supporting the CSAH 50 roadway. The project includes assessment through final design and construction. Maren is the Project Manager.

Clive Greenbelt Stream Corridor Assessment Clive, IA (2019)

The City of Clive contracted Inter-Fluve to complete an 11.6-mile geomorphic assessment to characterize the channel, riparian, and infrastructure conditions, sediment transport capacity, channel stability, past project conditions and to prioritize potential restoration projects. Maren was Project Manager.

Jackson Park and 43rd Street Ditch Milwaukee, WI (2019-Present)

As part of a team, Inter-Fluve was contracted by the Milwaukee Metropolitan Sewerage District to complete a park revitalization and restoration design for Jackson Park. Inter-Fluve is responsible for renaturalization and restoration design of the concrete-lined Kinnickinnic River within the park, as well as recreational access to the river. Maren is project manager and engineer of record.

Turkey Mountain Tulsa, OK (2019)

Inter-Fluve was contracted by Michael Van Valkenburgh Associates (MVVA) to complete an initial site walk and geomorphic assessment to inform Master Planning efforts at Turkey Mountain. Inter-Fluve visited the impoundments, Mooser Creek, and other key parts of the area to provide recommendations relative to onsite water resources and restoration potential. Maren was the Project Manager.

Mirror Pond Bank & Trail Improvements Bend, OR (2013-Present)

Following the 2013 Visioning Plan for Mirror Pond and downtown Bend, Inter-Fluve was part a team contracted by Bend Park & Recreation District exploring different options for reshaping the banks, and extending the Deschutes River Trail while also looking to improve habitat and water quality around the iconic Mirror Pond. This project includes significant coordination with the District, a public advisory committee, stakeholders and the public. Maren assisted with design development.



PRINCIPAL WATER RESOURCES ENGINEER
CEO & PRESIDENT

Jonathon J. Kusa, PE, LEED AP

Jonathon is a professional engineer with over 22 years of experience. He provides leadership to 50 engineers, scientists and technicians across the country. His diverse experience in water resources engineering translates into unique solutions to surface water management challenges. Jonathon has a well-rounded technical background in erosion control, transportation, wastewater, site development, river restoration, and hydrologic and hydraulic modeling. Jonathon is also an excellent communicator facilitating public involvement meetings on water resources and transportation projects, lecturing at Harvard University and regularly presenting at conferences and workshops throughout the country.

EXPERTISE

Stormwater Management
Erosion Control
Hydrologic & Hydraulic Modeling
Bioengineered Stream Stabilization
Project Management
Public Outreach
Construction Oversight

EDUCATION

MS, Civil Engineering - Water Resources & Environmental Systems
NC State University, 1999
BA, Public Policy Analysis - Environmental Science & Geology
University of North Carolina, 1996

PROFESSIONAL AFFILIATIONS & REGISTRATIONS

Professional Engineer:
MI, MN, NY, IA, SD, OR, WA, WI, CA
LEED Accredited Professional, 2009

SELECTED PROJECT EXPERIENCE

Minnesota River Bank Stabilization LeSeuer, MN (2012-2014)

In 2012, Inter-Fluve was contracted by a private client to study the geomorphic history of a reach of the Minnesota River to determine the rate at which the river has been migrating toward its pipeline. Inter-Fluve conducted a field assessment and desktop meander migration study. Based on this information, the pipeline owner estimated an appropriate timeframe for constructing a bank stabilization project to protect its pipeline. Inter-Fluve completed the final design and permitting for the bank stabilization project, and it was constructed during summer 2014.

Sand Creek Bluff Toe Stabilization & Sediment Reduction Jordan, MN (2015-2019)

Over the past decade, Inter-Fluve has worked with Scott County on the assessment of bluff and ravine erosion in the Sand Creek watershed. The design work included site survey, 2D hydraulic modeling, design drawings, specifications, and engineering cost estimates for concepts through final design. The project also includes permitting (SWPPP, No Rise Documentation) and construction support. Jonathon assisted with construction oversight and provided QA/QC.

Big Sioux Streambank Stabilization Sioux Falls, SD (2017-2019)

Over the past century, the Big Sioux River between the City of Baltic and the City of Sioux Falls has experienced large-scale meander migration. The City of Sioux Falls and South Dakota Department of Natural Resources enlisted Inter-Fluve to investigate the erosion problem and provide design for bank stabilization and restoration treatments. Inter-Fluve completed the field assessment of 18 sites and further prioritized design and implementation. Inter-Fluve worked on final design development for three of those bank stabilization sites. Jonathon was project manager for past phases and led design.

Porter and Picha Creek Channel Restoration Shakopee, MN (2009-2011)

Porter and Picha Creek was initially identified during a 125-mile-long watershed-level assessment. Inter-Fluve was contracted by Scott County to perform a channel restoration project on Picha Creek and nearby Porter Creek. Picha Creek's restoration involved creating a cobble-and-gravel riffle pool channel, and using adjacent sand and sandy loam soils as channel fill restoring 3,000 feet of stream channel. Porter Creek's restoration was a low-cost

Jonathon J. Kusa, PE, LEED AP

combination of passive and active restoration, whereby the lower bank is stabilized and the upper bank is allowed to heal passively. Log cribs were installed to prevent rotational failure, stabilize toe seepage areas, create in-stream fish habitat, and create a living bioengineered slope. Jonathon was employed at HR Green and provided engineering support of hydrology and hydraulics and Environmental Documentation as project manager.

Quarry Hill Ravine & Streambank Stabilization Rochester, MN (2006-2010)

Jonathon led a multidisciplinary team, blending the skills of three consultants, three city managers, and one non-profit organization; managing over 70,000 annual park visitors; utilizing four separate funding sources; and mitigating two FEMA disaster-level storm events during construction. The team designed bioengineered stormwater management solutions to solve ravine erosion and water quality problems; designs included over 6,500 linear feet of stream, three stormwater basins, and a clay-lined pond reconstruction. The team implemented the stormwater solutions in conjunction with a new sanitary sewer and pond reconstruction to minimize construction conflicts within the project area and efficiently utilize public funds.

Dry Creek Habitat Enhancement Healdsburg, CA (2008-Present)

This \$60M Coho and steelhead habitat enhancement of a 14-mile reach of Dry Creek includes feasibility, and assessment through construction phases of priority projects. Jonathon is contributing to the engineering design, cost estimating, performing QA/QC, and is the Engineer of Record for the recent phases of the project.

Mississippi River, Sheridan Park Bank Stabilization Minneapolis, MN (2008-2009)

Contracted by the MPRB, Jonathon led (at HR Green and then Inter-Fluve) a \$1.5M project to stabilize a 1,000 ft section of the Mississippi River and monument cottonwood trees. Jonathon was the Project Manager for the project for HR Green.

Arden Park Restoration Edina, MN (2016-2019)

Contracted by Minnehaha Creek Watershed District, Inter-Fluve is leading the restoration of the 17-acre park, which includes a dam removal, creek re-alignment, habitat and vegetative restoration, new recreational amenities (trails, bridges, boardwalks, park shelter building, playground, water access points, etc.) and stormwater treatment wetlands. Jonathon was project manager for past phases and has led engineering design and QA/QC.

CSAH 50 (Crow River) Bank Stabilization Hennepin County, MN (2019-present)

Inter-Fluve was contracted by Hennepin County to assess and provide permanent stabilization designs for approximately 1,700LF of the Crow River bank supporting the CSAH 50 roadway. The project includes assessment through final design and construction. Jonathon performed QA/QC and provided design support.

Trout Brook Nature Sanctuary St Paul, MN (2010-2014)

The Capitol Region Watershed District (CRWD) selected Inter-Fluve and HR Green to conduct a feasibility study and develop concept plans for the re-creation of 3,000 feet of stream after decades of confinement within a storm sewer. The day-lighted reach of Trout Brook is a key element of a proposed nature sanctuary at the City of St. Paul's Trillium site. The study included assessing water sources, their quantity and quality; identifying workable stream and pipe alignments across and through the underground infrastructure of an urban environment; addressing the existence of contaminated soils on the site; and designing a channel and floodplain. Completed while with HR Green. Jonathon led the diverse team for this \$4M project.

Don River Mouth Naturalization Toronto, Canada (2016-Present)

Inter-Fluve is part of a multi-disciplinary team contracted by MVVA and Waterfront Toronto to assist with the \$1B revitalization project re-routing the mouth of the river and restoring it as a major feature of Toronto's waterfront. It will be the centerpiece of new mixed-use neighborhoods, parks and greenspaces and also provide the flood protection necessary to develop the larger Port lands. Jonathon is the Project Manager and engineer of record for the habitat components of the project. He has participated and facilitated site visits, stakeholder and client meetings, and contributed to the concept and final design.

Napa River, Winery Bank Stabilization Napa, CA (2018-2020)

Inter-Fluve was contracted by a winery to restore a failing riverbank threatening infrastructure and ESA-listed fish habitat conditions along a tidally influenced section of the Napa River. Regulatory agencies included Napa County, Inter-Fluve worked closely with the client and local regulatory agencies including the Napa County (Flood Control), CDFW and NMFS to design a multi-objective solution including riverbank and riparian restoration, erosion control, and infrastructure protection. Designs were finalized, permit authorizations were secured and construction finished up in the late Fall of 2020.



PRINCIPAL RESTORATION ECOLOGIST

Marty Melchior, CFP

Marty has 25 years of experience in fish habitat restoration, natural channel design, dam removal, fluvial geomorphic assessment, engineered wood design, bioengineering, and biotic assessment. Marty has participated in state and federal workshops on geomorphology and dam removal committees within the Federal Subcommittee on Sedimentation. Marty is a regular instructor for river restoration curricula and teaches large wood applications for the US Forest Service. Marty has been an invited participant to workshops and meetings related to sediment inputs into the lower Minnesota River, and facilitated the Scott County Ravine and Bluff workshop. Marty is originally from Shakopee, MN.

EXPERTISE

- Natural Channel Design
- Dam Removal
- Geomorphic Assessment
- Urban River Restoration
- Cranberry Bog Restoration
- Project Management
- Bioengineered River Bank Stabilization
- Fish Population Analysis
- Stream Ecology
- Construction Oversight

EDUCATION

- MS, Fisheries
University of Minnesota, 1998
- BS, Molecular Biology
North Dakota State University,
1989

PROFESSIONAL AFFILIATIONS & REGISTRATIONS

- Wisconsin Small Dam Committee
- Certified Fisheries Professional
American Fisheries Society

SELECTED PROJECT EXPERIENCE

Minnesota River Bank Stabilization LeSeuer, MN (2014)

In 2012, Inter-Fluve was contracted by a private client to study the geomorphic history of a reach of the Minnesota River to determine the rate at which the river has been migrating toward its pipeline. Inter-Fluve conducted a field assessment and desktop meander migration study. Based on this information, the pipeline owner estimated an appropriate timeframe for constructing a bank stabilization project to protect its pipeline. Inter-Fluve completed the final design and permitting for the bank stabilization project, and it was constructed during summer 2014.

Sand Creek Bluff Toe Stabilization & Sediment Reduction Jordan, MN (2015-2019)

Over the past decade, Inter-Fluve has worked with Scott County on the assessment of bluff and ravine erosion in the Sand Creek watershed. The design work included site survey, 2D hydraulic modeling, design drawings, specifications, and engineering cost estimates for concepts through final design. The projects to date have included three bluff sites varying in height from 40 to 100 feet. Designs included engineered log jam solutions for deflection and toe stabilization. The projects have withstood major floods and ice flows and

performed as designed. Marty provided project management assistance, design, construction supervision and QA/QC.

Big Sioux Streambank Stabilization Sioux Falls, SD (2017-2019)

The City of Sioux Falls and South Dakota Department of Natural Resources enlisted Inter-Fluve to investigate the erosion problem and provide design for bank stabilization and restoration treatments. Inter-Fluve completed the field assessment of 18 designated sites of interest which were subsequently used to prioritize sites for further design and implementation. Inter-Fluve worked on final design development for three of those bank stabilization sites. Marty contributed to design and QA/QC.

Honey Creek Bank Stabilization Milwaukee, WI (2014-2017)

Honey Creek was eroding a 200-foot section of bank immediately upstream of the West Honey Creek Parkway Bridge in Milwaukee, Wisconsin. The bank had retreated roughly 20 feet since 2005, and further erosion threatened the adjacent bridge abutment and roadway. The Milwaukee County Parks Department contracted Inter-Fluve to provide a design that stabilized Honey Creek's bed and banks in the affected section. Marty was project manager and lead designer.

Marty Melchior, CFP

North Fish Creek Bank Toe Stabilization Ashland, WI (2015-2018)

Excessive sediment supply from the North Fish Creek watershed contributed to degraded aquatic habitat in the stream and downstream bay. Much of the sediment was attributed to erosion of high sandy bluffs along the middle and upper reaches of North Fish Creek. Northland College and the Chequamegon Bay Area Partnership contracted Inter-Fluve to develop project designs to stabilize one of the major bluffs. Marty assisted with construction observation design and construction observation. Marty is currently designing a second 100ft tall x 400 ft bluff erosion site following channel avulsion on North Fish.

Menomonee River Bioengineered Streambank Stabilization at Hoyt Park Milwaukee, WI (1999-2001)

Inter-Fluve provided geomorphic field assessment, evaluation, and preparation of a bank stabilization design plan on a segment of the Menomonee River that forms an urban parkway “greenbelt” in Milwaukee. Major lateral bank migration and subsequent loss of park land was triggered by historic channel confinement and encroachment on the floodplain. A complexity of design issues had to address flood conveyance, proximity to infrastructure such as bridges, and active sewer and water main lines. Marty provided construction oversight and monitoring for the project.

Sheridan Memorial Park Bank Stabilization Minneapolis, MN (2008-2009)

This project involved streambank stabilization at a bank failure site upstream of a highway bridge replacement project. Project components included large wood habitat structure installation and stream bank stabilization on 1800 feet of the Mississippi River in downtown Minneapolis. This project resolves current safety issues associated with the failing streambank. Specific tasks included grading design, hydraulic modeling analyses, and construction oversight. The project featured creative stonework to save several large cottonwood trees from cantilever failure. Marty was the project manager, geomorphology design lead, and conducted oversight.

Hart Park Bluff Stabilization Milwaukee, WI (2005-2007)

Hart Park is located on the Menominee River, a high energy urban river that runs through Milwaukee. Residential buildings and an operating state hospital were at risk as the channel was eroding the toe of the 120-ft high bank. The bank was stabilized using geo-cell reinforced fabric lifts along with a rock toe. Marty provided project management,

design, and construction oversight for the project.

CSAH 50 (Crow River) Bank Stabilization Hennepein County, MN (2019-present)

Inter-Fluve was contracted by Hennepin County to assess and provide permanent stabilization designs for approximately 1,700LF of the Crow River bank supporting the CSAH 50 roadway. The project includes assessment through final design and construction. Marty performed QA/QC and provided design support.

Porter Creek Bluff Erosion Stabilization & Habitat Restoration New Prague, MN (2010-2011)

Contracted by Scott County, Marty and his team developed low-cost engineered log jam designs for two demonstration sites on Porter Creek, a tributary to Sand Creek. Porter Creek runs through farm fields and pastures west of Jordan, MN. In select areas, this low gradient, highly meandering stream abuts against older terraces composed of sand and clay, resulting in large, eroding bluffs. We offered Scott County several options for stabilization, including engineered logjam and floodplain bench treatment. This method was chosen as a low-cost combination of passive and active restoration, whereby the lower bank is stabilized and the upper bank is allowed to heal passively. Log cribs were installed to prevent rotational failure, stabilize toe seepage areas, create in-stream fish habitat, and create a living bioengineered slope. Since construction in 2011, this reach of stream has been subject to numerous high-water events, including an 8-inch rainfall in June 2013. The project serves as a demonstration of alternative bluff erosion options that can be used in a variety of soil types.

Picha Creek Reclamation Jordan, MN (2011)

Picha Creek is a small drainage in the southwest metro area that experienced profound incision and erosion due to agricultural runoff. The channel bed had dropped 12 feet over 3,000 feet and was beginning to widen substantially. The design raised the incised channel bed with porous substrate to provide groundwater recharge during storms. The project featured grade controlling riffles, pools and riffles, fish habitat and stonework used to protect a large diameter cottonwood. Construction was completed in spring 2011, and the stream has withstood two 100-year flood events in the past two years. Scott County retained Marty’s team to design and manage this project.



PRINCIPAL GEOMORPHOLOGIST

Mike Brunfelt, RG

Mike has 32 years of professional experience studying and restoring rivers and wetlands across North America. He has walked and examined hundreds of miles of rivers and floodplains in diverse climatic and geologic settings, with the goal of understanding river histories, processes and project solutions. His extensive design and construction experience working in all phases of project development and implementation equates to strong leadership when managing both design teams and construction. His experience, knowledge and ability to collaborate across all disciplines provides a foundation and perspective to problem solving and project management that is rare in the industry.

EXPERTISE

Registered & Licensed Geologist
Applied Fluvial Geomorphology
Stream Channel Design
Large Wood in World Rivers
Design Construction
Construction Oversight
Project Management
Drone Flight Data Collection

EDUCATION

MS, Physical Geography
Oregon State University, 1990
BS, Earth Science
Montana State University, 1988

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

Registered & Licensed Geologist
OR (RG), WA (LG)
FAA Licensed UAV Pilot
River Restoration Northwest

SELECTED PROJECT EXPERIENCE

Sand Creek Bluff Toe Stabilization & Sediment Reduction Jordan, MN (2015-2017)

Over the past decade, Inter-Fluve worked with Scott County on the assessment of bluff and ravine erosion in the Sand Creek watershed. The design work included site survey, 2D hydraulic modeling, design drawings, specifications, and engineering cost estimates for concepts through final design. The project also included permitting (SWPPP, No Rise Documentation) and construction support. Mike contributed to construction oversight.

Marengo River Bluff Toe Stabilization Grand View, WI (2015-2017)

Channel migration into a bluff along the Marengo River jeopardized the stability of the adjacent road and introduced sediment to the Marengo River channel. The toe of the channel bank continued to erode despite efforts to place large rock along the bank. Inter-Fluve was contracted by the Bad River Watershed Association to investigate the geomorphic processes causing the bluff failure and to develop a stabilization design that will also enhance instream and riparian habitat. Mike assisted with construction observation.

Suncook River Restoration Epsom, NH (2011-Present)

Following the 2006 Mother's Day flooding, Inter-Fluve was contracted by New Hampshire DES to assess the mile-long Suncook River avulsion causing widespread erosion and deposition and to develop designs for protecting road crossings and infrastructure as part of this \$3.6M project. Mike assisted with the field analysis and conceptual designs.

Clarks Creek Sediment Reduction Project WA (2011-2012)

The Puyallup Tribe of Indians contracted Brown and Caldwell to find alternatives to reduce sediment, nutrients and bacteria loading within Clarks Creek and its tributaries for the benefit of salmonid production. Inter-Fluve was sub-contracted by Brown and Caldwell to assist in the study as it relates to geomorphic processes, sediment source areas, sediment depositional areas and alternatives to control or reduce sediment in the Clarks Creek watershed. Mike is the project manager for Inter-Fluve. He will be conducting the geomorphic assessment and sediment transport analysis for the project as well as authoring the sediment source summary and action plan.

Mike Brunfelt, LG

Sucker River Habitat Enhancement St Louis, MN (2009-2011)

This small-scale habitat enhancement project is intended to improve brook trout and stream habitat conditions on the Big Sucker River, a 40 square mile watershed that empties into Lake Superior. The stream supports naturally reproducing brook and brown trout, with anadromous brown, rainbow, coho and Chinook salmon. We conducted an engineering site investigation, developed construction-level design plans, and performed construction oversight. Major design components included the installation of large wood, boulder cascades, and rock veins – which enhanced habitat for fish and other wildlife by providing habitat and cover for juvenile and adult fish. Mike performed construction oversight and design.

Clackamas River, River Island Restoration Clackamas, OR (2000-2016)

Following the 26-mile assessment, Inter-Fluve has been contracted by multiple Clackamas River Stakeholders to prioritize and complete the highest-ranking projects to restore natural channel processes, fish and wildlife habitat, riparian and upland forests, and water quality and to improve recreation access. Projects include River Island, a \$5M 200-acre natural park. Metro, a regional government body, contracted Inter-Fluve to restore an abandoned gravel mine. In 1996 a large flood event caused the mainstem Clackamas to breach a levee and flow through an active gravel mining operation. The goal of the project is to restore natural channel processes and support multiple values including fish and wildlife habitat, riparian and upland forests, water quality and recreation. Inter-Fluve is also developing a site conservation plan. Because of its location within the Portland Metro Area, stakeholder and public outreach and communication are emphasized. Mike led the assessment and contributed to design through construction oversight.

Carmel River Reroute & San Clemente Dam Removal Carmel, CA (2007-2016)

This project alleviated critical dam safety concerns and restored passage for ESA-listed steelhead by removing the 106-ft tall dam constructed in 1921 on the Carmel River. From 2007-08, Inter-Fluve served as the primary technical advisor to the Coastal Conservancy in their evaluation of options for removing San Clemente Dam. In both the design and advisory roles, Inter-Fluve was key in transforming the project design into one that results in full-scale valley bottom restoration achieving a high degree of ecological integrity. This role required extensive collaboration with project stakeholders, resource agencies, and technical review team. Our team assisted in concept development

and evaluation of steelhead migration windows for this \$84M project. Mike led the geomorphic reconnaissance and assisted with design.

Don Mouth Naturalization & Port Land Flood Protection

Toronto, Canada (2016-Present)

Inter-Fluve is part of a multi-disciplinary team contracted by MVVA and Waterfront Toronto to assist with the \$1B revitalization project re-routing the mouth of the river and restoring it as a major feature of Toronto's waterfront. It will be the centerpiece of new mixed-use neighborhoods, parks and greenspaces and also provide the flood protection necessary to develop the larger Port lands. Mike assisted with design and provided QA/QC - tech memo, data and design review.

Upper Columbia Reach Assessments

Upper Columbia Basin, WA (2010-Present)

Inter-Fluve has conducted eight Reach Assessment and Habitat Restoration Strategies totaling over 100 miles, for the Yakama Nation in the Upper Columbia Basin. These assessments provide the technical foundation leading to the selection, design, and implementation of numerous successful on-the-ground restoration actions for ESA-listed salmon and steelhead. Mike has acted as project manager and geomorphologist for multiple reach assessments.

Eel River Wetland Restoration

Plymouth, MA (2007-2010)

The \$1.9M Eel River project included restoring a 60-acre cranberry bog to pre-agriculture hydrology by removing a historic dam, developing 8,000 ft of new channel, and planting 17,000 Atlantic White Cedars. The project focused on holistic designs needed to provide uplift to the entire ecosystem including restoring critical fish and wildlife habitat and native plant re-vegetation. Eel River was awarded the 2010 Coastal America Award. Mike completed survey, geomorphic assessment and aided in the design.

Howland Fish Bypass Channel

Howland, ME (2014-2016)

As the last of the four key pieces of the Penobscot River restoration effort to be implemented, this project resulted in construction of a major bypass channel around the Howland Dam. The 100-foot wide bypass channel is required to provide stability and function over a broad range in design flows spanning from 250 cfs to nearly 12,000 cfs in the bypass channel alone. Mike worked on preliminary concepts.



PRINCIPAL ECOLOGIST & FLUVIAL GEOMORPHOLOGIST

Emily Alcott, CE, PWS

Emily has over 13 years of professional experience evaluating and restoring rivers and wetlands across North America. Emily has walked and examined hundreds of miles of rivers and floodplains in a range of biogeomorphic settings including the Pacific Northwest, the Rocky Mountains, the Great Lakes, and New England. She has applied skills in designing and overseeing the construction of stream channels and large wood structures, as well developing planting plans and delineating wetlands. As a project manager, Emily has led several complex projects where stakeholder public outreach and communication are essential. Emily is a Professional Wetland Scientist and a Certified Ecologist, and has recently taught courses at Harvard University.

EXPERTISE

Applied Fluvial Geomorphology
Large Wood Structure Design
Stream Channel Design
Planting Plan Design
Wetland Delineation
Construction Oversight
Project Management

EDUCATION

MESc, Yale School of Forestry & Environmental Studies, 2010
BS, Biology
William Smith College, NY, 2007

PROFESSIONAL CERTIFICATIONS & AFFILIATIONS

Professional Wetland Scientist
Society of Wetland Scientists
Certified Ecologist
Ecological Society of America
American Geophysical Union
River Restoration Northwest

SELECTED PROJECT EXPERIENCE

St. Joe River Bank Stabilization St. Maries, ID (2016-Present)

The St. Joe River Bank Stabilization Project is located along the St. Joe River roughly 4.5 river miles downstream of St. Maries, Idaho on a Wildlife Mitigation property owned and managed by the Coeur d'Alene Tribe (CDAT). Inter-Fluve was contracted to perform site survey, develop permit-level designs, and complete project permitting. Boat wake-induced erosion and historical land use have led to property loss and degradation of the riparian community in the project area. The goal of this project is to protect backwater wetlands and minimize erosion processes by rehabilitating the area's riparian ecosystem. The project area is classified as critical habitat for threatened Columbia River bull trout. Emily is project manager.

Upper Columbia Basin Reach Assessments & Project Prioritization Okanogan, Chelan & Douglas Counties, WA (2010-2016)

Inter-Fluve was contracted by Yakama Nation to complete Reach Assessments for the Twisp, Chewuch, Wenatchee, Peshastin and Methow Rivers. This work encompassed over 100-miles of fishery habitat, geomorphic, geologic, hydrologic and hydraulic analysis in addition to the identification of project opportunities that would enhance/restore habitat for endangered upper Columbia spring

chinook and steelhead. Emily has performed multiple site assessments, project identification, and design efforts.

Don River Mouth Naturalization Toronto, Canada (2016-Present)

Inter-Fluve is part of a multi-disciplinary team contracted by MVVA and Waterfront Toronto to assist with the \$1B revitalization project re-routing the mouth of the river and restoring it as a major feature of Toronto's waterfront. It will be the centerpiece of new mixed-use neighborhoods, parks and greenspaces and also provide the flood protection necessary to develop the larger Port lands. Emily contributed to ecological design and fluvial geomorphology evaluation.

Kenilworth Channel Stabilization Minneapolis, MN (2020-Present)

Inter-Fluve was contracted by Minneapolis Parks & Recreation Board for the design of shoreline stabilization treatment along 700 ft of Kenilworth Channel. The project will naturalize and stabilize the shoreline and add valuable habitat to the area. The ecologically-based bank solution to repairing the dilapidated channel walls will be designed with consideration for resiliency, public safety and aquatic and habitat benefit. Emily is providing plant selection guidance and QA/QC for the project.

Emily Alcott, CE, PWS

Nason Lower White Pine Wetlands Merritt, WA (2013-2016)

Inter-Fluve performed a wetland delineation and functional assessment for the Lower White Pine reach (subreach 2 & 3) of Nason Creek. The proposed habitat enhancement measures included large wood cover placements and construction of a backwater alcove. The project was constructed in 2016 and included Inter-Fluve staff onsite ensuring construction permit requirements (e.g. erosion control measures). Emily led the wetland delineation.

Wenatchee River, Meacham Flats Wetlands Plain, WA (2012-2017)

Inter-Fluve delineated wetlands and waters, and performed a functions and values assessment of wetland habitat in support of a fish habitat enhancement project at the Meacham Flats project area. Initial habitat enhancement concepts were developed in 2012 but put on hold due to alternative Yakama Nation Fisheries work area priorities and landowner negotiations. Inter-Fluve completed final designs and construction documents and oversaw construction in 2017 and will be monitoring the project through 2020. Emily contributed to the wetland impacts memo, and led the wetland delineation.

Chewuch River – RM 13-15.5 Wetlands Assessment Winthrop, WA (2013-2014)

Inter-Fluve delineated wetlands and waters, and performed a functions and -values assessment of wetland habitat in support of a fish habitat enhancement project at the Chewuch RM 13-15.5 project area. Project elements included Chewuch RM 13-15.5 project constructed backwater habitat over 270 feet of new channel and created new log jam habitat at nine other sites along the approximately 1.5 mile of mainstem Chewuch River channel. All disturbed surfaces were replanted with native upland or wetland plants. Emily contributed to the wetland assessment and led the wetland delineation.

Chewuch River – RM 15.5 -17 Wetlands Assessment Winthrop, WA (2010-2015)

Inter-Fluve delineated wetlands and waters, and performed a functions and -values assessment of wetland habitat in support of a fish habitat enhancement project at the Chewuch RM 13-15.5 project area. Project elements included Chewuch RM 13-15.5 project constructed backwater habitat over 270 feet of new channel and created new log jam habitat at nine other sites along the approximately 1.5 mile of mainstem Chewuch River channel. All disturbed surfaces were replanted with native upland or wetland plants. Emily contributed to the wetland assessment.

Chewuch River Right Side Channel & Wetlands Winthrop, WA (2015)

Inter-Fluve worked with the Yakama Nation in the design and construction of a new 3,600-foot perennial side channel formed into the floodplain. Inter-Fluve delineated wetlands and waters, and performed a functions and values assessment of wetland habitat in support of a fish habitat enhancement project. . Emily performed the wetlands delineation and functions and values assessment.

Kootenai River Reconnect Bonners Ferry, ID (2010-Present)

The Kootenai Tribe of Idaho has been leading an effort to quantify the loss of ecosystem function in the lower Kootenai River floodplain due to operation of Libby Dam. Inter-Fluve was contracted to identify opportunities to restore wetland function in the lower Kootenai River floodplain. As part of this effort, Inter-Fluve assessed the potential for floodplain wetland reconnection along 55 miles of the Kootenai River mainstem. The Kootenai Tribe contracted Inter-Fluve to Emily is Project Manager.

Dry Creek Habitat Enhancement Healdsburg, CA (2008-Present)

This \$60M Coho and steelhead habitat enhancement of a 14-mile reach of Dry Creek includes feasibility, and assessment through construction phases of priority projects. Emily modeled how construction of alternatives would impact channel and off-channel features.

Fourmile Resilient Crossing Handbook Coal Creek, CO (2017)

The Fourmile Watershed Coalition hired Inter-Fluve to creating a culvert and crossings handbook demonstrating resilient design and construction practices. Inter-Fluve coordinated with four watershed groups: Coal Creek, St. Vrain, and la Pourde River coalitions, including the client, to identify multiple county regulations to be included, stakeholder communication and needs, and conceptual designs, to build a comprehensive handbook appropriate for a landowner audience. In response to the 2013 Colorado flooding, Emily is leading a team to develop a Best Practices Resilient Crossings Handbook for landowners, designers and regulators.

Eugene Riverfront Park Design Eugene, OR (2018-Present)

The City of Eugene contracted Inter-Fluve as part of a team of firms to design Eugene's first urban riverfront park on approximately three acres of the 17-acre former Eugene Water and Electric Board site on the Willamette River, near downtown Eugene.



STAFF ENGINEER

Nick Jordan, EIT

Nick is an engineer-in-training with four years of professional experience measuring, assessing, and designing in fluvial and coastal systems, including hydraulic modeling, large wood design, and geomorphic assessment. His experience includes 1D and 2D hydraulic modeling in HEC-RAS, 3D hydrodynamic modeling in FLOW-3D, and hydrologic analysis with a range of statistical and deterministic methods. Nick also has extensive experience in field work and data collection in riverine and coastal systems, including data logger deployment, GPS/total station survey, geomorphic assessment, pebble counts, flow measurements, sediment probing and sampling, and water quality sampling. Nick relies on these foundational skills as a designer for a wide variety of projects that involve natural channel design, engineered large wood structure and habitat design, fish passage design, and bioengineering stabilization.

EXPERTISE

- Hydraulic Modeling
- Fluvial and Coastal Geomorphology
- Fish Passage Design
- Engineered Large Wood Design
- Stream Channel Design
- Field Data Collection
- Dam Removal Planning & Design
- Construction Oversight

SOFTWARE

HEC-RAS, AutoCAD Civil 3D, ArcGIS, QGIS, HECGeo-RAS, FLOW-3D, Matlab

PROFESSIONAL LICENSES

Engineer-in-training

EDUCATION

MS Civil and Environmental Engineering University of Wisconsin-Madison, 2017

B.S. Geological Engineering & Geology University of Wisconsin-Madison, 2014

SELECTED PROJECT EXPERIENCE

Megunticook River and Montgomery Dam Removal Feasibility Studies Camden, ME (2018-Present)

Six dams exist on the Megunticook River, which discharges to Camden Harbor. The dams create fish passage barriers and are in various states of vulnerability, each posing a variety of management, ecological, structural, and ownership challenges. Inter-Fluve was first contracted by the Town of Camden to conduct a feasibility study to evaluate options for Montgomery Dam and to develop a comprehensive plan to address fish passage, watershed connectivity barriers, flooding hazards, vulnerable infrastructure, and degraded stream and wetland habitat for the entire Megunticook River watershed.

Kenilworth Channel Stabilization Minneapolis, MN (2020-Present)

Inter-Fluve was contracted by Minneapolis Parks & Recreation Board for the design of shoreline stabilization treatment along 700 ft of Kenilworth Channel. The project will naturalize and stabilize the shoreline and add valuable habitat to the area. The ecologically-based bank solution to repairing the dilapidated channel walls will be designed with consideration for resiliency, public safety and aquatic and habitat benefit.

Colonial Park Ravine Stabilization and Wetland Enhancement Racine, WI (2017-Present)

Channel incision along a ravine within the City of Racine's Colonial Park delivers sediment to an existing alluvial fan and wetland along the Rock River floodplain, impacting park amenities, water quality, and potential spawning habitat. RootPikeWIN, a local watershed group, aims to enhance floodplain wetland habitat and stabilize the ravine. Inter-Fluve was hired to lead the design effort for treating banks and controlling grade along the ravine, as well as providing hydrologic connectivity between the wetland and adjacent river. Nick assisted with the engineering and ecological design of the project.

Don River Mouth Naturalization Toronto, Canada (2016-Present)

Inter-Fluve is part of a multi-disciplinary team contracted by MVVA and Waterfront Toronto to assist with the \$1B revitalization project re-routing the mouth of the river and restoring it as a major feature of Toronto's waterfront. Nick is assisting with design development.

Nick Jordan, EIT

Dowagiac Stream Restoration Cassopolis, MI (2012-Present)

The Pokagon Band of the Potawatomi Tribe contracted Inter-Fluve to develop restoration designs for re-meandering nearly two miles of Michigan's Dowagiac River. The river was straightened and leveed in the early 1900s. Project goals included re-establishing the meandering planform to invigorate trout habitat and wetland function, and increase recreational use for fishing and canoeing. Nick is assisting with design and project management.

Lyons Park Creek Bank Erosion Milwaukee, WI (2019-Present)

Inter-Fluve is assisting MMSD to stabilize eroding bluffs and banks and provide ecological uplift to Lyons Park Creek, a headwaters tributary to the Kinnickinnic River in Milwaukee. Inter-Fluve performed geomorphic assessment and design engineering services for the project, which will arrest severe bluff and bank erosion and stabilize the bed of a laterally migrating 450-foot reach of Lyons Park Creek. To date, Inter-Fluve has delivered final design documents and is currently assisting with bid period services, and will provide construction period services to the District in Winter 2021. Nick is serving as project manager and staff engineer on the project, and is responsible for geomorphic design, hydraulic engineering, coordination, and budget.

Kinnickinnic River Restoration (Jackson Park) Milwaukee, WI (2018-Present)

Inter-Fluve is currently a part of a large multidisciplinary team working with MMSD to provide preliminary engineering services for the rehabilitation of the Kinnickinnic River in Jackson Park, Milwaukee. Inter-Fluve's scope of work has included geomorphic investigation, sediment transport modeling, hydrologic and hydraulic analysis of existing and concept-level design conditions, and development of alternatives for the reach of the Kinnickinnic River between 43rd St. and Forest Home Avenue and the 43rd St. Ditch north of Jackson Park. Inter-Fluve has developed concept design alternatives which are intended to provide ecological uplift, sediment transport continuity, and passive recreational park use to reaches currently lined with concrete. Nick has served as staff engineer for the project, performing geomorphic design, hydrologic and hydraulic analysis, and design drafting for the design alternatives.

Kinnickinnic River, Pulaski Park Milwaukee, WI (2016-Present)

The Milwaukee Metropolitan Sewerage District (MMSD) is working to reduce flood impacts, increase safety and naturalize the Kinnickinnic River, located in Wisconsin's

most urban watershed. Following preliminary engineering of Reach 2 of the river, MMSD requested Inter-Fluve's services to develop final designs for the one subreach within a public park. Nick assisted with construction oversight of the project.

Rapid Creek and Spearfish Creek Habitat Restoration Black Hills, SD (2017-Present)

Inter-Fluve is contracted with the South Dakota Department of Fish, Game, and Parks to restore two impacted blue-ribbon trout streams in the Black Hills of South Dakota. The streams are located downstream of dams and other interruptions to sediment and wood, and lack suitable cover for trout. Nick is providing design of large wood structures, bank stabilization, and in-stream habitat features.

Kinnickinnic River, 43rd & Jackson Park Milwaukee, WI (2017-Ongoing)

Inter-Fluve is part of a team contracted by MMSD to help renaturalize the concrete lined stream channel to reduce flood risk, improve public safety, and improve stream and riparian habitat. Nick is responsible for channel and bioengineering design for the project.

Wilson Park Creek Reconstruction Milwaukee, WI (2018-Ongoing)

Inter-Fluve is part of a team contracted by MMSD to help reconstruct approximately 2,300 feet of non-concrete lined stream channel to reduce flood risk, improve public safety, and improve stream and riparian habitat. Nick is contributing to channel design, hydraulic modeling, and field assessment.

Pucker Street Dam Removal Niles, MI (2014-Present)

Inter-Fluve provided design, permitting, and construction observation services for the removal of the dam located just downstream of the Pucker Street Bridge on the Dowagiac River. The dam is 100 feet long and 38 feet high and was constructed in 1928. It was decommissioned as a power generator in 1995. The removal will provide safe recreation, boat passage, as well as fish passage for trout, steelhead, and salmon. The project is scheduled to be completed in 2021.



STAFF GEOMORPHOLOGIST

Sean Morrison

Sean's interests stem from a desire to use geologic principles to assess ancient and modern landscapes allowing for the stewardship of natural, functional and resilient ecosystems. As a geomorphologist, Sean interprets landscape form and process to inform all aspects of project development from initial site assessment and survey through project design and into construction and post-construction monitoring. He has expertise in RTK-GPS and total station surveying, GIS mapping, CAD drafting, geomorphic analysis, historic air photo analysis and is a FAA licensed drone pilot. He has worked on a range of projects from geomorphic assessments of urban watersheds, bank and bluff-toe stabilization, dam removal design and construction, and landscape scale GIS analysis for potential project identification.

EXPERTISE

Applied Geomorphic
Restoration Techniques

Restoration Design

GPS and GIS Mapping and
Analysis Geomorphic and
Habitat Assessment

Topographic Surveying

EDUCATION

MS, Earth Resources (Water)
University of Waterloo, Canada,
2017

BA, Geography, *Cum Laude*
University of Wisconsin - Eau
Claire, 2015

COMPUTER APPLICATIONS

ArcGIS, QGIS, AutoCAD Civil
3D Web Mapping (leaflet,
ArcGIS online)

Trimble GPS Pathfinder

FIELD & LABORATORY

Geomorphic and hydrologic
evaluation

Restoration project planning
and implementation

Topographic survey - total
station and RTK GPS

SELECTED PROJECT EXPERIENCE

Big Sioux Streambank Stabilization Sioux Falls, SD (2017-2019)

Over the past century, the Big Sioux River between the City of Baltic and the City of Sioux Falls has experienced large-scale meander migration. The City of Sioux Falls and South Dakota Department of Natural Resources enlisted Inter-Fluve to investigate the erosion problem and provide design for bank stabilization and restoration treatments. Inter-Fluve completed the field assessment of 18 designated sites of interest which were subsequently used to prioritize sites for further design and implementation. Sean is assisting in data collection, CAD and GIS support.

Sand Creek Bluff Toe Stabilization & Sediment Reduction Jordan, MN (2015-2019)

Over the past decade, Inter-Fluve has worked with Scott County on the assessment of bluff and ravine erosion in the Sand Creek watershed. The design work included site survey, 2D hydraulic modeling, design drawings, specifications, and engineering cost estimates for concepts through final design. The project also includes permitting (SWPPP, No Rise Documentation) and construction support. Sean contributed to the technical memorandum and velocity maps.

Kenilworth Channel Stabilization Minneapolis, MN (2020-Present)

Inter-Fluve was contracted by Minneapolis Parks & Recreation Board for the design of shoreline stabilization treatment along 700 ft of Kenilworth Channel. The project will naturalize and stabilize the shoreline and add valuable habitat to the area. The ecologically-based bank solution will be designed with consideration for resiliency, public safety and aquatic and habitat benefit.

Thornberry Creek Fluvial Geomorphic Assessment Hobart, WI (2018-Present)

Inter-Fluve was contracted by the Oneida Tribe to explore habitat factors that limit native brook trout spawning in the Thornberry Creek Watershed. Our work includes field survey and the completion of a habitat assessment report.

Mississippi Gorge Regional Park Master Plan Minneapolis, MN (2018-2019)

As part of a team, Minneapolis Parks & Recreation Board contracted Inter-Fluve to restore 132-acres along both the east and west banks of the Mississippi River to create an ecologically rich regional park that serves the general public and is environmentally aware. Sean assisted with data collection, meeting prep and poster development.

Sean Morrison

Arden Park Restoration Edina, MN (2016-2019)

Contracted by Minnehaha Creek Watershed District, Inter-Fluve is leading the restoration of the 17-acre park, which includes a dam removal, creek re-alignment, habitat and vegetative restoration, new recreational amenities (trails, bridges, boardwalks, park shelter building, playground, water access points, etc.) and stormwater treatment wetlands. Sean assisted with writing the sediment report, survey and modeling.

Susquehanna River Assessment & Design for Regional Initiative Flood Management Tioga County, NY (2018-2020)

Flooding from Hurricane Irene and Tropical Storm Lee was catastrophic for the Tioga and Broome Communities. Inter-Fluve was contracted by Tioga County Soil and Water Conservation District to conduct a geomorphic assessment and create a comprehensive list of prioritized projects, including culvert replacements, in six target watersheds for these communities to understand and address flooding issues in the Upper Susquehanna River. Conceptual designs were developed for six projects. Sean assisted with field assessment, survey and report writing.

Don River Mouth Naturalization Toronto, Canada (2016-Present)

Inter-Fluve is part of a multi-disciplinary team contracted by MVVA and Waterfront Toronto to assist with the \$1B revitalization project re-routing the mouth of the river and restoring it as a major feature of Toronto's waterfront. It will be the centerpiece of new mixed-use neighborhoods, parks and greenspaces and also provide the flood protection necessary to develop the larger Port lands. Sean is assisting with data collection, project organization, and conducted a historic meander analysis of reference reaches.

Pine River Geomorphic Assessment Newkirk Township, MI (2017-Present)

Inter-Fluve was contracted by Conservation Resource Alliance to complete a geomorphic assessment of the Pine River and complete designs for restoration. Due to the legacy of logging, the river lacks instream habitat and hydraulic complexity. Sean assisted with data collection and GIS mapping.

Chehalis Basin Aquatic Species Restoration Plan Newaukum, WA (2018-Present)

Inter-Fluve was contracted by the Washington State Recreation and Conservation Office to produce reach-scale restoration designs for two sub-basins to the Chehalis River. These designs will advance goals of the Aquatic Species Restoration Plan, support habitat function and populations of aquatic and semi-aquatic species. Sean contributed to the habitat assessment field work and report writing.

Dowagiac Stream Restoration Cassopolis, MI (2012-Present)

The Pokagon Band of the Potawatomi Tribe contracted Inter-Fluve to develop restoration designs for re-meandering nearly two miles of Michigan's Dowagiac River. The river was straightened and leveed in the early 1900s. Project goals included re-establishing the meandering planform to invigorate trout habitat and wetland function, and increase recreational use for fishing and canoeing. Construction is expected in 2021. Sean assisted with modeling and data analysis.

CSAH 50 (Crow River) Bank Stabilization Hennepein County, MN (2019-present)

Inter-Fluve was contracted by Hennepin County to assess and provide permanent stabilization designs for approximately 1,700LF of the Crow River bank supporting the CSAH 50 roadway. The project includes assessment through final design and construction.

Vermillion River Watershed Restoration Castle Rock Township, MN (2018-Present)

Inter-Fluve was contracted by VRWJPO to complete a geomorphic assessment and rank priority projects for 13.5 miles of Vermillion River and its tributaries. Sean assisted with data collection, field survey, data processing, analysis and reporting.

Lower Osage River Habitat Assessment Ozark, MO (2018-Present)

Inter-Fluve was contracted by Ameren Corporation to complete the first phase of the Lower Osage River habitat assessment and project prioritization as a part of the Lower Osage River Protection and Enhancement Program. The purpose of the project is to improve aquatic habitat, protect and enhance aquatic resources, and benefit federally endangered species.



Garrett Shear

Garrett has over eight years of experience as a CAD Drafter and Environmental Scientist for civil and environmental engineering firms. His background includes drafting for projects involving dam removal, stream bank stabilization, channel re-meandering, roadways, underground utilities and site grading. Garrett is also proficient in field work such as wetland delineation, habitat assessment, geomorphic assessment, invasive species surveying, topographic surveying, and construction observation. Garrett is currently leading CAD drawing development for the CSAH 50 streambank stabilization along the South Fork of the Crow River.

EXPERTISE

Computer Aided Drafting & Design

AutoCAD Civil 3D

GIS

RELEVANT PROFESSIONAL TRAINING & CERTIFICATIONS

MN DNR Fundamentals of Stream

Restoration: Applied Geomorphology & Ecology

Waders in the Water: Wetland Restoration Level 1 (Through Trout Headwaters Inc.)

ACA level II River Kayak Instructor

IMAGINiT AutoCAD Civil 3D

UW-La Crosse Plant ID

UW-La Crosse Wetland Delineation: Beginner & Advanced

UW-La Crosse Hydric Soils

UW-Grasses, Sedges & Rushes

EDUCATION

BS, Reclamation, Environment & Conservation, Emphasis in

SELECTED PROJECT EXPERIENCE

Sand Creek Bluff Toe Stabilization & Sediment Reduction Jordan, MN (2015-2019)

Over the past decade, Inter-Fluve has worked with Scott County on the assessment of bluff and ravine erosion in the Sand Creek watershed. The design work included site survey, 2D hydraulic modeling, design drawings, specifications, and engineering cost estimates for concepts through final design. The project also includes permitting (SWPPP, No Rise Documentation) and construction support. Garrett is developing CAD drawings.

Milwaukee River, Kletzsch Park Dam Glendale, WI (2017-Present)

The 8-ft high Kletzsch Park Dam is located on the Milwaukee River. Inter-Fluve was contracted by Milwaukee County DAS to develop concept designs for a fish passage structure and surrounding improvements including a handicap accessible overlook, rehabilitation of the eroding streambank, improved public access for viewing and recreational opportunities. Garrett is developing CAD drawings.

Colonial Park Ravine Stabilization and Wetland Enhancement Racine, WI (2017-Present)

Channel incision along a ravine within the City of Racine's Colonial Park delivers sediment to an existing alluvial fan and wetland along the Rock River floodplain, impacting park amenities, water quality, and potential spawning habitat. RootPikeWIN, a local watershed group, aims to enhance floodplain wetland habitat and stabilize the ravine. Inter-Fluve was hired to lead the design effort for treating banks and controlling grade along the ravine, as well as providing hydrologic connectivity between the wetland and adjacent river. Garrett assisted with the survey.

Duck Creek Delta Green Bay, WI (2017-Present)

Inter-Fluve was contracted by Ducks Unlimited in partnership with U of Wisconsin, USFWS, and Wisconsin DNR to apply experimental treatment to restore native vegetation near the mouth of Duck Creek in the Green Bay area of Lake Michigan. Our team designed treatment that applied large river log jams and the construction of large wood based wave barriers to create stable wave attenuation and provide complex fish habitat. Garrett is developing CAD drawings.

Garrett Shear

Stoughton Dam Sediment Sampling Stoughton, WI (2019-Present)

City of Stoughton Parks and Recreation Department is exploring the possibility of dam removal as part of a whitewater park project and contracted Inter-Fluve to complete sediment sampling services to evaluate potential sediment contamination near the Stoughton Dam. The work involved will developing a Sampling and Analysis Plan (SAP), performing the sediment sampling, and including a report that provides information about the sediment, cost estimates to remediate, and potential grant funding sources that will guide City Council to make a decision to move forward with a possible dam removal.

Minnehaha Creek Restoration Minneapolis, MN (2003-Present)

Over the last 15 years, Minnehaha Creek Watershed District has led the restoration of the Creek's corridor totaling over \$6.7M in restoration. Inter-Fluve has completed priority projects including wetland restoration, stormwater enhancement, recreation accesses and amenities, water quality improvements, dam removal, and connecting the river to the urban center. Garrett is developing CAD drawings.

Chehalis Basin Aquatic Species Restoration Plan Newaukum, WA (2018-Present)

Inter-Fluve was contracted by the Washington State Recreation and Conservation Office to produce reach-scale restoration designs for two sub-basins to the Chehalis River: Newaukum River and Chehalis River South Fork. These designs will advance goals of the Aquatic Species Restoration Plan, support habitat function and populations of aquatic and semi-aquatic species - while also creating flood and climate-resilient systems that support the human needs in the Basin. Garrett assisted with the survey and wetland delineations.

Catherine Creek, Hall Ranch Design La Grande, OR (2016-Present)

Inter-Fluve is partnering with Rio and working with BPA and other key stakeholders to develop a valley-wide restoration plan and design for a 2+ mile segment of Catherine Creek, in the Grande Ronde Basin. The project proposes to restore floodplain function and connectivity through re-routing highway 203, reactivating historical floodplain and channel alignments, addition of structural features, and revegetation. channel realignment, historical channel reactivation, and removal or re-design of human features that limit floodplain processes. Garrett assisted with the survey and wetland delineation.

Papermill Dam Removal West Reading, PA (2012-2018)

In 2012, Inter-Fluve completed preliminary plans for the removal of Papermill Dam on Cacoosing Creek. The plan included protection of a gas pipeline and fish habitat restoration. Inter-Fluve was again contracted by American Rivers in 2018 to complete final designs for removal. Garrett is developing CAD drawings.

Pine River Geomorphic Assessment Newkirk Township, MI (2017-Present)

Inter-Fluve was contracted by Conservation Resource Alliance to complete a geomorphic assessment of the Pine River and complete designs for restoration. Due to the legacy of logging, the river lacks instream habitat and hydraulic complexity. Garrett is developing CAD drawings.

Entiat River Stormy A Restoration Entiat, WA (2017-2019)

Contracted by the Yakama Nation, Inter-Fluve designed and constructed the Entiat Stormy A Habitat Enhancement Project to provide river and floodplain habitat for listed Chinook Salmon and steelhead. The project reach runs along approximately 1.9 miles of winding low-gradient river through properties owned by the US Forest Service and Chelan Douglas Land Trust. It involved restoring large wood habitat and creating two new perennial side channels, placing large wood in the channels. Garrett developed CAD drawings.

Pucker Street Dam Removal Niles, MI (2014-Present)

Inter-Fluve provided design, permitting, and construction observation services for the removal of the dam located just downstream of the Pucker Street Bridge on the Dowagiac River. The dam is 100 feet long and 38 feet high and was constructed in 1928. It was decommissioned as a power generator in 1995. The removal will provide safe recreation, boat passage, as well as fish passage for trout, steelhead, and salmon. The project is scheduled to be completed in 2021. Garrett is developing CAD drawings.

Dowagiac Stream Restoration Cassopolis, MI (2012-Present)

The Pokagon Band of the Potawatomi Tribe contracted Inter-Fluve to develop restoration designs for re-meandering nearly two miles of Michigan's Dowagiac River. The river was straightened and leveed in the early 1900s. Project goals included re-establishing the meandering planform to invigorate trout habitat and wetland function, and increase recreational use for fishing and canoeing. Construction is expected in 2021.

ATTACHMENT 2

PROJECT PROPOSAL

Arden Park - Minnehaha River, MN

Inter-Fluve led a 17-acre restoration of Arden Park, which included a dam removal, creek re-alignment, habitat and vegetative restoration, new recreational amenities (trails, bridges, boardwalks, park shelter building, playground, water access points, etc.) and stormwater treatment wetlands.

Budget for:

Design Services Area 3 Minnesota Riverbank Stabilization Project

JANUARY 22, 2021



Area 3 Minnesota Riverbank Stabilization Project | LMRWD



Offices Nationwide
501 Portway Avenue, Suite 101, Hood River, Oregon 97031
541.386.9003 www.interfluve.com

INTER-FLUVE LABOR

BY RESOURCE

	Jonathon Kusa, PE, Principal In Charge	Mike Brunfelt, RG, Principal Geologist	Marty Melchior, CFP, Principal Fish Biologist	Emily Alcott, CE, Principal Ecologist	Maren Hancock, PE, Project Manager	Sean Morrison, Staff Geomorphologist & Permitting	Nick Jordan, EIT, Staff Engineer	Garrett Shear, CAD and Ecology	Admin. Support	Total
Task 1: Project Management	\$247 per hour	\$247 per hour	\$247 per hour	\$247 per hour	\$178 per hour	\$144 per hour	\$144 per hour	\$144 per hour	\$78 per hour	
1.1 - Kickoff Meeting - Client	1	1	1	1	3	1	1		1	\$ 1,888
1.2 - Staholders Kickoff Meeting	2		2		3	2	2			\$ 2,098
1.3 - Design Review Meeting - 60%	1		1		2		2			\$ 1,138
1.4 - Design Review Meeting - 90%	1		1		2		2			\$ 1,138
1.5 - General Project Management (Including internal kick-off)	4	2	2	2	24	2	2	12		\$ 8,542
SUB TOTAL	9	3	7	3	34	5	9	2	13	
TASK 1 TOTAL ESTIMATE \$	14,804					Hours Total	72	85	Labor Total \$	14,804
Task 2: Alternative Review and Validation										
2.1 - Existing Data Review and Gap Analysis	1	2	2	2	4	8	8	4		\$ 5,321
2.2 - Field Data Collection - Drone Survey & Post-processing, Site Review	8		20		16	24	16	2		\$ 15,812
2.3 - Alternatives Review (includes ice analysis, boat wake, and geotech discussion)	4	4	8	4	40	8	60	2		\$ 22,140
2.4 - Brief tech memo with Criteria, Alternatives Reviewed, and Recommendation	2	1	3		2	2	4	2		\$ 2,858
2.5 - Workshop with LMRWD to discuss alternatives and recommendation	2	2	4		4	2	2			\$ 3,264
2.6 - Workshop Summary Documentation			1		1		2			\$ 713
SUB TOTAL	17	9	38	6	67	44	92	8	2	
TASK 2 TOTAL ESTIMATE \$	50,705					Hours Total	281	283	Labor Total \$	50,108
Task 3: Preliminary Design (60%)										
3.1 - Design and Analysis			2		6	4	16			\$ 4,442
3.2 - Hydraulic Modeling	1		1		8		24	10		\$ 6,814
3.3 - Design Plans (~12 sheets)	2	2	2	2	8	2	16	72	2	\$ 16,516
3.4 - Permit Matrix with estimated timelines and submittal needs	1		2		2	6	1			\$ 2,105
3.5 - Comment Log					3					\$ 534
SUB TOTAL	4	2	7	2	27	12	57	82	2	
TASK 3 TOTAL ESTIMATE \$	30,411					Hours Total	193	195	Labor Total \$	30,411
Task 4: Final Design (90%)										
4.1 - Construction Drawings (~20 sheets)	-	1	2	1	16	-	16	90	1	\$ 19,178
4.2 - Cost Estimation	1	-	1	-	2	-	4	1	-	\$ 1,570
4.3 - Specifications	2	1	-	1	8	2	16	-	4	\$ 5,316
4.4 - Design Reporting - Technical Memorandum	2	1	2	1	4	2	8	-	2	\$ 3,790
4.5 - Final Permit Matrix with estimated timelines	1	-	1	-	1	2	-	-	-	\$ 960
4.6 - Comment Log Update	1	-	-	-	3	-	-	-	-	\$ 781
SUB TOTAL	7	3	6	3	34	6	44	91	7	
TASK 4 TOTAL ESTIMATE \$	31,595					Hours Total	194	201	Labor Total \$	31,595
Task 5: Bid Documentation (100% Design)										
5.1 - Construction Survey	-	-	-	-	16	24	36	32	-	\$ 16,096
5.2a - Design Engineering (Materials quantity recomputations and design computa	2	1	2	1	16	2	16	2	-	\$ 7,210
5.2 - Construction Drawings (~22 sheets)	2	1	1	1	12	-	12	60	-	\$ 13,739
5.3 - Cost Estimation	1	-	1	-	2	-	8	-	-	\$ 2,002
5.4 - Specifications	2	1	2	1	4	2	4	-	2	\$ 3,214
5.5 - Design Reporting	2	-	2	-	4	2	8	-	2	\$ 3,296
5.6 - Close Comment Log	1	-	-	-	3	-	-	-	-	\$ 781
SUB TOTAL	10	3	8	3	57	30	84	94	4	
TASK 5 ESTIMATE \$	46,701					Hours Total	289	293	Labor Total \$	46,338
TOTAL ESTIMATE \$	174,217					LABOR TOTAL \$				173,256

DIRECT COSTS

BY ITEM

POV Mileage	Per diem	POV Mileage	Per diem	Airfare	Supplies	Total
\$0.560 per mile	\$151 per person/day					
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
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-	-	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
700	1	\$ 392	\$ 151	\$ -	\$ -	\$ 597
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
700	1	\$ 431	\$ 166	\$ -	\$ -	\$ 597
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
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320	1	\$ 179	\$ 151	\$ -	\$ -	\$ 363
-	-	\$ -	\$ -	\$ -	\$ -	\$ -
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-	-	\$ -	\$ -	\$ -	\$ -	\$ -
320	1	\$ 197	\$ 166	\$ -	\$ -	\$ 363
						\$ 363
Direct Cost Total \$						961

LINE TOTALS

Cost	Hours
\$ 1,888	10
\$ 2,098	11
\$ 1,138	6
\$ 1,138	6
\$ 8,542	52
\$ 14,804	85
\$ 5,321	31
\$ 16,409	86
\$ 22,140	130
\$ 2,858	16
\$ 3,264	16
\$ 713	4
\$ 50,705	283
\$ 4,442	28
\$ 6,814	44
\$ 16,516	108
\$ 2,105	12
\$ 534	3
\$ 30,411	195
\$ 19,178	127
\$ 1,570	9
\$ 5,316	34
\$ 3,790	22
\$ 960	5
\$ 781	4
\$ 31,595	201
\$ 16,459	108
\$ 7,210	42
\$ 13,739	89
\$ 2,002	12
\$ 3,214	18
\$ 3,296	20
\$ 781	4
\$ 46,701	293
\$ 174,217	1,057
HRS TOTAL	

ATTACHMENT 3



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

REQUEST FOR PROPOSAL

Design Services

Area 3 Minnesota Riverbank Stabilization Project

Eden Prairie, Minnesota

Release Date:	December 17, 2020
Mandatory Pre-Proposal Meeting:	January 6, 2021
Questions Due:	January 8, 2021, at 4 p.m.
Final Addenda Issued:	January 13, 2021
Proposals Due:	January 22, 2021, at 2 p.m.
Shortlisted Teams Notified:	January 29, 2021
Tentative Interview Date:	February 4, 2021
Tentative Contract Award:	February 17, 2021

Submit to: Linda Loomis, LMRWD Administrator
Lower Minnesota River Watershed District
admin@lowermnriverwd.org

1 GENERAL INFORMATION

1.1 Request

This request for proposal (RFP) is intended to solicit responses from qualified consultants or teams (Consultant) for services related to the stabilization of approximately 1,500 feet of riverbank along the Minnesota River in Eden Prairie, Minnesota (Attachment 1). The selected consultant will enter into a professional services agreement with the Lower Minnesota River Watershed District (LMRWD) for the preparation of design and construction documents for the Area 3 Minnesota Riverbank Stabilization Project.

1.2 Project Background

Area 3 is located along the north bank of the Minnesota River, south of the Riverview Road cul-de-sac and intersection with Mooer Lane in Eden Prairie, Minnesota (City). In 2008, the City and the LMRWD commissioned a study to determine the causes of the instability and identify alternatives for permanent stabilization of the slopes (Attachment 2). The City and LMRWD conducted a second study in 2010 to collect additional information to evaluate the proposed and potential new ideas or designs (Attachment 3). The probable cause of the slope instability and erosion were determined to be natural processes from groundwater seepage and the river meander that have been accelerated by changes in climate and hydrology. The consensus was

that, if left unchecked, the bluff erosion would likely continue because of the river meander. The 2010 study also evaluated the slope stability of the bluff as there are residents and municipal structure at the top of the bluff. It was determined that there was an acceptable factor of safety.

Three alternatives were proposed because of the 2010 study. The final recommended option (Alternative 3) was construction of rock vanes within the river to deflect flows from the eroded banks, grading and shaping of the eroded slope, and live stake plantings.

Concurrent with the development of the 2010 study, and because of the perceived slope stability concerns, the LMRWD installed inclinometers to monitor bluff movement in 2010. To date, the inclinometers have not shown any indication of movement of the hillside (Attachment 4).

In 2019, the LMRWD convened a group of professionals involved in the 2010 study, including the LMRWD engineer, to reevaluate the 2010 proposed designs and inclinometer data. Although there has not been documented movement of the slope, the natural erosion processes coupled with historic water levels on the Minnesota River are threatening the City's stormwater pond at the downstream end of the study reach. Over the course of 2020, additional data have been collected, including a field reconnaissance visit, bathymetric survey, updated hydrology, and installation of a vibrating wire to record water levels in the embankment (Attachments 5 and 6).

2 SCOPE OF SERVICES

The selected consultant will be responsible for providing comprehensive professional services and state of Minnesota licensed and registered professionals in disciplines warranted by the project. The selected consultant will lead the scope of services, outlined in the following, in close collaboration with the LMRWD's oversight team.

Task 1. Project Management

The selected consultant will manage the project scope, submittals, schedule, and budget and will provide periodic communications with the LMRWD via email and phone.

Project coordination meetings will be necessary to update the LMRWD and partners. This is a collaborative project and providing regular updates to the LMRWD and partners will be necessary. The following meetings are assumed:

- **Kickoff meeting:** LMRWD and selected consultant will meet virtually to discuss project scope and schedule.
- **Stakeholders kickoff meeting:** LMRWD will lead a kickoff meeting with the selected consultant and identified stakeholders.
- **Design review meetings:** The selected consultant will present the project design and provide an update at the end of the 60 percent and 90 percent tasks to LMRWD staff and project partners before the comment period for each task begins.

Deliverables: For consultant-led meetings, the selected consultant will be responsible for providing LMRWD and stakeholders with an agenda at least one week in advance, and the selected consultant will provide summaries following all meetings to all participants. Unless otherwise specified, assume all meetings will be held virtually.

Task 2. Alternatives Review and Validation

The selected consultant will be responsible for facilitating a meeting or workshop that presents the alternatives considered, criteria used, additional alternatives considered, and provide LMRWD with a recommended path forward.

Deliverables: The selected consultant will be responsible for providing LMRWD and stakeholders with an agenda at least one week in advance of the workshop and the subsequent workshop summary documentation.

Task 3. Preliminary Design (60 percent)

Using the feedback from the LMRWD and stakeholders, the selected consultant will develop a 60 percent submittal package for LMRWD and partner review. The selected consultant will present the refined design to the LMRWD and stakeholders at the 60 percent design review meeting. The selected consultant shall assume two weeks for the LMRWD and stakeholder review period.

Deliverables will include the following:

- Project design memorandum, including design calculations (in native model files and PDF)
- Identification of necessary permits/approvals/reviews in a permit matrix and required application submittal needs and timeline (MS Excel and PDF)
- Identification of any potential utility conflicts (PDF)
- Construction plan set, including at a minimum the following: a title sheet, general layout (including existing utilities and proposed removals), grading plan with existing and proposed contours, tabulations, staging plans, stormwater pollution prevention plan, erosion and sediment control plan, cross-sections, and typical details (GIS, CAD, and PDF)
- Comment tracking log (PDF)

Task 4. Final Design (90 percent)

Using the feedback from the LMRWD and stakeholders, the selected consultant will revise the 60 percent design package and develop a 90 percent submittal package for LMRWD and partner review. The selected consultant will present the final designs to the LMRWD and stakeholders at the 90 percent design review meeting. Assume two weeks for the review period.

Deliverables will include the following:

- Revised design calculations (if applicable)
- Final permit matrix and estimated timeline for approvals (MS Excel and PDF)
- Revised construction plan set (GIS, CAD, and PDF)
- Draft specifications (PDF)
- Draft engineers estimate (PDF)
- Updated comment log tracking the revisions made since the 60 percent review (electronic)

Task 5. Bid Documents (100 percent)

Using the feedback from the LMRWD and stakeholders in Task 4, the selected consultant will revise the 90 percent design package and develop the final 100 percent submittal package for bid.

Deliverables will include the following:

- Final construction drawings (GIS, CAD, and PDF)
- Final specifications (PDF)
- Final engineers estimate (PDF)
- Closed comment log (electronic)

3 PROPOSED PROJECT SCHEDULE

The LMRWD will pursue the following schedule related to this RFP and the engagement of a Consultant.

Release RFP	December 17, 2020
Mandatory Pre-Proposal Meeting	January 6, 2021, at 1 p.m.
Last Day for Questions	January 8, 2021, at 4 p.m.
Responses to Questions Posted	January 13, 2021
Proposals Due	January 22, 2021, at 2 p.m.
Consultant Team Interviews (if needed)	February 4, 2021 (tentative)
LMRWD Board Approval of Consultant Contract	February 17, 2021 (tentative)
Final Submittals	August 31, 2021 (tentative)
Construction	TBD

3.1 Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held virtually on January 6, 2021, at 1 p.m. Attendance at the pre-proposal meeting is MANDATORY. LMRWD staff will be available to provide an overview of the project and answer questions. A summary will be provided to all attendees within five business days of the meeting.

There are several ways for participants to join the pre-proposal meeting, specified below. If you have any technical concerns, contact admin@lowermnriverwd.org immediately for assistance.

- **Join from the meeting link:**

<https://lowerminnesotariverwatersheddistrict.my.webex.com/lowerminnesotariverwatersheddistrict.my/j.php?MTID=m23badc54e4b28a65d47a73a696db6228>

- **Join by meeting number:**

Meeting number (access code): 126 854 5476

Meeting password: EyBfDppd257 (39233773 from phones and video systems)

- **Tap to join from a mobile device (attendees only):**
+1-408-418-9388,,1268545476#39233773# United States Toll. Some mobile devices may ask attendees to enter a numeric meeting password.
- **Join by phone:**
+1-408-418-9388 United States Toll
- **Join by video system, application or Skype for business**
Dial 1268545476@webex.com

4 PROPOSAL GUIDELINES

To be considered fully responsive and therefore eligible for award, proposals must contain the following (proposals must not exceed thirteen total pages, excluding appendices):

1. Cover letter (2 pages)
 - a. The responder shall provide and agree to the following statement, executed by an individual with authority to represent fully the activities and interests of the responder:
I hereby certify that I am a duly authorized representative of the company and that the information contained within this response to the Lower Minnesota River Watershed District's Request for Proposal is current, true, and correct to the best of my knowledge. I hereby authorize and request any person, agency, or firm to furnish any pertinent information requested by LMRWD deemed necessary to verify the statements made in this submittal.
(Signature) (Title) (Date)
2. Project understanding and approach (2 pages)
 - a. Describe the consultant's understanding of the need and intent of this project.
 - b. Identify challenges or opportunities that should be considered.
3. Project management plan (2 pages)
 - a. Identify quality management processes to be incorporated into the project that will ensure the quality and completeness of deliverables.
 - b. Provide the proposed project schedule with estimated timelines for deliverables.
 - c. Describe how unanticipated changes will be handled and methods for resolving issues; identify which risks might be encountered in this process and how the consultant will mitigate those risks.
 - d. Include an organization chart of key personnel involved in the project.
4. Proposed project team (2 pages)
 - a. Identify the day-to-day project manager for the project team and explain how they were chosen and why this individual is best suited for the project; the project manager must be registered as a professional civil engineer in Minnesota.
 - b. Identify the key personnel and task leaders/service areas of expertise needed for a successful project. Explain why the key personnel have been selected for the team

- and what their role will be, and confirm they have sufficient capacity to perform this role.
- c. Two-page résumés for key personnel may be provided in an optional appendix that will not count toward the page limits.
 - d. Clearly identify any sub-consultants proposed as part of the team.
 - e. Please note that the consultant assumes responsibilities related to onboarding, gaps of information, delays of the project, or other similar issues resulting from any changes in the proposed project personnel.
5. Constructed project examples similar in scope to the project, including references and year built (3 pages)
- a. Provide a brief narrative of each project, including references and contact information.
 - b. The day-to-day project manager must have worked on the identified projects; identify their role on each project and how their performance contributed to the project's success.
 - c. Identify any lessons learned from each project and how those lessons will inform the future work on this project.
6. Cost proposal (2 pages)
- a. Send as a separate email and attachment with the subject line “Proposal for Area 3 Minnesota Riverbank Stabilization Project—COST PROPOSAL.”
 - b. Provide a detailed total cost, incorporating a breakdown of all tasks, the hourly rates for all personnel identified in the project approach, and any reimbursable expenses and assumptions used in determining the overall project cost.
 - c. If desired, the consultant may provide an optional separate cover(s) for the technical and cost proposals that will not count toward the page limit.

5 PROPOSAL SUBMISSION

This RFP is open to all qualified firms and individuals. Any communications related to this request shall be directed VIA EMAIL ONLY to:

admin@lowermnriverwd.org

Any communications and/or inquiries by a bidder during this RFP process must be submitted by 4 p.m. on January 8, 2021. No other staff is authorized to respond to questions or requests for clarification of this Request for Proposal. Failure to follow this instruction may be cause for disqualification. Questions or requests for clarification must be received by the date indicated in the Preliminary Project Schedule. Responses will be provided to all known proposers via email by the date indicated in the Preliminary Project Schedule and will be posted to the LMRWD website.

Proposals must be received by **January 22, 2021, at 2 p.m.** Consultants are to submit their proposals to Linda Loomis, LMRWD administrator, at admin@lowermnriverwd.org.

Submit **one electronic copy** of each of the technical proposal and cost proposal in PDF format in separate emails, per the preceding. The email submittals must clearly state in the subject line that the communication contains: “Proposal for Area 3 Minnesota Riverbank Stabilization Project—

TECHNICAL PROPOSAL” and “Proposal for Area 3 Minnesota Riverbank Stabilization Project—COST PROPOSAL.”

Proposals shall have a maximum page count of thirteen, as indicated in the proposal guidelines. No text shall be smaller than eleven-point font. Proposals may become public data upon submission.

It is not the LMRWD’s responsibility to acknowledge receipt of any proposals as a result of the RFP process. It is the Proposer’s responsibility to assure that the proposals are received in a timely manner and are responsive to any RFP Addenda provided.

6 PROPOSAL EVALUATION

Responses to this RFP will be reviewed by a combination of the following representatives:

- LMRWD (administrator and possible manager[s])
- Young Environmental Consulting Group, LLC
- City of Eden Prairie
- Hennepin County

Responses shall be reviewed using the following criteria:

Adherence to the requested format	No consideration will be given to submittals failing to follow the format.
Written quality, clarity, and directness of the response	15 percent
Qualifications and experience of the day-to-day project manager	15 percent
Qualifications and past performance of other key personnel	15 percent
Demonstrated project understanding including risks	20 percent
Demonstration of thoughtfulness, creativity, innovation, and expertise in professional practice	20 percent
Project cost	15 percent

Any determination relative to the selection of a consultant made by LMRWD shall be considered final. Responses will be reviewed and evaluated by the evaluation panel using the criteria specified in this section. The LMRWD, after reviewing all responses, may determine the need to interview one or more responders to assess the abilities and capacity of the consultant.

7 INTERVIEWS (IF NEEDED)

Should it be determined after a detailed review of responses that interviews are necessary to determine the best qualified consultant, the LMRWD will organize interviews as follows:

- The consultants selected for an interview will be notified no fewer than five calendar days prior to the date scheduled for the interview.
- The consultant’s participation in the interview will be limited to the project manager and three other members of the project team.

- The interview format will be provided to those selected for interviews at the time of notification.

The consultant selected for an interview shall consider information contained in the proposal received responding to this RFP to be read and understood, with no need to repeat or review that information during an interview. Additional information regarding interviews may be provided to the prospective consultant or consultant teams at any time until the start of the interview.

8 ATTACHMENTS

- Attachment 1—Area 3 Project Location
- Attachment 2—*Erosion Stabilization Study: Study Area 3 Final Report*, October 2008
- Attachment 3—*Minnesota River Bank and Bluff Stabilization, Eden Prairie, Minnesota*, February 2010
- Attachment 4—Inclinometer Readings (2011 to 2020)
- Attachment 5—2016 Minnesota River Erosion Monitoring
- Attachment 6—January 2020 City Meeting Summary Memorandum to LMRWD Board
- Attachment 7—May 2020 Site Visit Summary Memorandum for LMRWD Board
- Attachment 8—October 2020 Project Update Memorandum to LMRWD Board
- Attachment 9—2020 Bathymetric Survey Data
- Attachment 10—U.S. Army Corps of Engineers' Lower Minnesota River HEC-RAS model

9 ADDITIONAL INFORMATION

9.1 About LMRWD

The LMRWD was principally established as a legal entity for providing local participation to the USACE in constructing a navigation channel within the Minnesota River. With this purpose in mind, a nine-foot channel was developed in cooperation with the USACE. Today, the LMRWD remains actively involved in the maintenance of the channel. The statutes and rules affecting watershed districts and watershed management organizations have changed since the inception of the LMRWD. These changes have broadened the role that watershed districts play in water resource management.

The LMRWD's general goals fall under the categories of water quality, flood control, erosion and sediment control, stream restoration, wetland management, groundwater, public ditches, and public involvement and information. The LMRWD works with our communities to protect, improve, and educate about our valuable water resources that are important habitats for our native plant and fish species as well as providing recreational opportunities and commercial barge navigation. The Area 3 Minnesota Riverbank Stabilization Project meets the general goals and mission by collaborating with the City and Hennepin County to improve the water quality of the Minnesota River, protect the nine-foot navigation channel, and restore the riverbank.

9.2 LMRWD Rights

The LMRWD may reject any or all proposals or parts of proposals, accept part or all of proposals, or create a project of lesser or greater scope than described in this RFP or the respondent's reply based on the financial components submitted. The LMRWD also reserves the right to cancel the contract without penalty if circumstances arise that prevent the Board from completing the project.

9.3 Restricted Communications

From the date of issuance of the RFP until the LMRWD takes final action, the responder must not discuss the proposal or any part thereof with any employee, agent, or representative of the LMRWD except as expressly requested by the LMRWD Administrator in writing and as stipulated in this RFP. Violation of this restriction will result in rejection of the Responder's proposal.

9.4 Data Practices

The LMRWD data practices policy may be accessed here:

http://lowermnriverwd.org/download_file/1710/0

**FY 2021 STATE OF MINNESOTA
 BOARD OF WATER and SOIL RESOURCES
 WATERSHED-BASED IMPLEMENTATION FUNDING
 GRANT AGREEMENT**

Vendor:	0000201935
PO#:	3000013129

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Lower Minnesota River WD, 10901 Riverview Road Eden Prairie Minnesota 55347** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
C21-2074	2021 Metro WBIF – Lower MN North – LMRWD – Area #3 Ravine Bank Stabilization	\$127,732

Total Grant Awarded: \$127,732

Recitals

1. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Section 7(a), appropriated Clean Water Funds (CWF) to the Board for the FY 2020-2021 Watershed-based Implementation Funding.
2. The Board adopted the FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the Watershed-based Implementation Funding Program through Board Order #19-54.
3. The Board adopted Board Order #19-54 to allocate funds for the FY 2020-2021 Watershed-based Implementation Funding Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State’s Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or his/her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

TITLE	Linda Loomis, Administrator
ADDRESS	112 East 5th Street, Suite #102
CITY	Chaska, MN 55318
TELEPHONE NUMBER	763-545-4659

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date: December 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
 - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2024 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by BWSR.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant includes an advance payment of 50 % of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors

in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The State may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Lower Minnesota River WD

Board of Water and Soil Resources

By: Jesse J. Hartmann
(print)

By: _____

(signature)

Title: President

Title: _____

Date: _____

Date: _____



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 17, 2021

Agenda Item

Item 6. I. - Permits and Project Reviews

Prepared By

Linda Loomis, Administrator

Summary

i. City of Carver Municipal Permit

LMRWD review of the City of Carver's official controls is complete and LMRWD staff is recommending approval of a municipal permit to the City of Carver. The permit is attached for the Board's approval.

ii. Shakopee Flats

This project has come before the Board twice before. The initial permit was issued at the September 2020 Board meeting to approve demolition of the structures and remove pavement from the site located at 339 1st Avenue West, Shakopee. At that time the project was titled the Gaughn project. In November of 2020, the applicant asked for permission to begin foundation work. The applicant is now seeking final approval for construction of the project. Stormwater treatment for this project is directly related to a street and utility improvement project that is being completed separately by the City of Shakopee. The project has been reviewed by the LMRWD and approval of amending the permit is recommended.

If the City has not been approved for a municipal permit by the time the public improvements component of this project are constructed, the City will be required to obtain a permit from the LMRWD. More detail can be found in the attached technical memorandum dated February 12, 2021, which is attached and includes the amended permit.

Attachments

City of Carver municipal permit

Technical Memorandum - Shakopee Flats Permit Amendment (LMRWD No. 2020-123) dated February 12, 2021

Recommended Action

Motion to approve municipal permit for the City of Carver, MN

Motion to approve amending LMRWD permit no. 2020-0123 to allow for construction of the project located at 339 1st Avenue West, Shakopee, MN.



Permit Number
2020-M-02

Municipal LGU Permit

Pursuant to Minnesota Statutes, Chapter 103B, consistent with the rules of the Lower Minnesota River Watershed District (LMRWD or District), and on the basis of statements and information contained in the permit application, code of ordinances and local surface water management plan submitted by the applicant and all other supporting data, all of which are made part hereof by reference, **permission is hereby granted** to the municipal applicant to perform actions as authorized below.

By granting this permit, the LMRWD does not direct the activity authorized herein or warrant the soundness of the applicant's methods in any respect. The LMRWD waives no immunity or protection applicable to itself, an officer, an agent or an employee pursuant to this approval. The LMRWD will not be responsible for liabilities, costs, and damages caused by the LGU's lack of proper implementation of this permit.

Permittee: City of Carver		
Address: 801 Jonathan Carver Parkway, Carver, Minnesota 55315		
Authorized Agent Name and Title: Chad Shell, Public Services Director	Email Address: cshell@cityofcarver.com	Phone Number: (952) 448-5353
Purpose of Permit: The LMRWD is delegating authority to the City of Carver to implement the following District Rules.		
Authorized Rule(s): <ul style="list-style-type: none"> • Rule B: Erosion and Sediment Control • Rule D: Stormwater Management • Rule F: Steep Slopes 		
Approval Date: 2/18/2021		Expiration Date: 2/18/2026
Authorized Issuer Name and Title: Linda Loomis, Administrator	Email Address: naiadconsulting@gmail.com	Phone Number: (763) 545-4659

This permit is granted **subject to** the following **terms**:

1. The City may exercise all present and future authority it otherwise may possess to issue permits for and regulate activities affecting water resources within the City.
2. The City adopts and enforces municipal controls (i.e., ordinances) materially consistent with the standards. Under the Municipal Permit, the District will cease to require individual permits of municipal residents under its Rules B (Erosion and Sediment Control), D (Stormwater Management), and F (Steep Slopes) within municipal boundaries when:
 - a. The District has confirmed that the City's ordinances are adopted and in effect; and
 - b. The District and City have agreed on written protocols for:
 - i. City procedures to administer and enforce its water resource ordinances, including maintenance of those stormwater practices constructed or installed for compliance with City ordinances pursuant to this permit and that the City owns or has assumed the obligation to maintain;

- ii. City transmission of information to the District regarding changes to the City's hydrology or conveyance systems that the District finds warranted to keep its watershed models and/or data systems current; and
 - iii. Procedures for District review of City regulatory program implementation.
3. The City shall continue to serve as the Wetland Conservation Act LGU within municipal boundaries.
4. The District shall retain its regulatory authority in the following circumstances:
 - a. With respect to all District rules other than Rules B, D, and F;
 - b. As to work by any public body that the City does not have the legal authority to regulate;
 - c. If the City, in a specific case or programmatically, requests that the District exercise its regulatory jurisdiction;
 - d. If, in accordance with Section 5.1.3 of the *2018-2027 Watershed Management Plan*, the District Board of Managers finds that the City is not implementing its Local Water Management Plan; or
 - e. As required for the District to meet its legal obligations under any other independent law.
5. The City need not issue a permit for its own work but shall document its review demonstrating that the work conforms to applicable ordinances.
6. The City may grant variances and issue conditional use permits according to the processes for such actions contained in existing local controls, except for the professional certification requirement for Rule F. At least thirty (30) days before municipal consideration of the variance request, the District shall be notified and be allowed to comment on the requested action.
7. The District retains approval authority with respect to projects associated with lake outlets or other features which can substantially alter flow patterns within the District, and must, at a minimum, be submitted to the District for review and comment.
8. In issuing a permit under its stormwater management, the City shall require the maintenance easements set forth at Rule D.4.4.4, as amended, to be conveyed to the District, which easement shall be subject to prior District review and approval.
9. If the District revises its Rules B, D, or F in a manner that it considers significant and so advises the City in writing, the City shall revise its own ordinance to maintain equivalent water resource protection. If the District has not approved the City's revision within six months or such other time as the parties may agree, the District may reassume regulatory jurisdiction with respect to the affected rule.
10. The District retains all authority that it may possess under Minnesota Statutes Chapters 103B 103D, 103E and 103F any other provision of law, except as explicitly reposed in the City under this permit terms.
11. **Amendments:** This permit may be amended only by a writing signed by both of the parties. Otherwise, this permit will expire after five years from date of issuance, and the District will reassume regulatory jurisdiction under its Rules B, C, D, and F, two years after the District's adoption of its next decennial watershed management plan revision or at such other time as the parties may agree.
12. **Revisions:** Substantial changes, such as updates to the official controls that affect the District Rules, will require a new municipal permit.
13. **Renewal:** The original permittee must notify and provide an explanation to the District, in writing, a minimum of 60 days prior to the expiration date.
14. **Assignment:** The permittee may assign a municipal permit to another LGU. Approval may be granted it:
 - a. The permittee notifies and provides a written explanation to the District prior to the assignment;
 - b. The proposed assignee agrees in writing to assume responsibility for compliance of all terms and conditions of the municipal permit as issued; and
 - c. At the time of the request there are no pending violations of the municipal permit or conditions of approval.
15. **Termination:** This permit may be terminated by the LMRWD at any time deemed necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the conditions or applicable laws, unless otherwise provided in the permit.

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Katy Thompson, PM
Della Schall Young, CPESC, PMP

Date: February 12, 2021

Re: Shakopee Flats Permit Amendment (LMRWD No. 2020-123)

Advanced Engineering and Environmental Services, Inc. (AE2S or applicant) has previously applied for an Individual Project Permit from the Lower Minnesota River Watershed District (LMRWD or District) on behalf of Gaughan Companies (the project owner and project contractor) to develop the site located on 339 1st Avenue West, Shakopee in Scott County ([Figure 1](#)).

Staff previously reviewed this project, and the Board approved it at the September 16, 2020, meeting. This allowed for demolition of existing buildings, asphalt, and concrete pavement as well as associated infrastructure (refer to Young Environmental memo, Shakopee Gaughan Removal Plan Permit Review [LMRWD No. 2020- 0123] dated September 11, 2020). The Board amended the permit at the November 18, 2020, meeting to incorporate building foundation construction (refer to Young Environmental memo, Shakopee Mix Use Permit Amendment [LMRWD No. 2020-123] dated November 13, 2020). The applicant is seeking its final amendment to the permit to complete the private site construction.

This private development project is directly connected to and adjacent to the City of Shakopee (City) street and utility improvement project. The City is separately completing the adjacent design of its 2021 road reconstruction project ([Figure 2](#)), which will create 0.23 acres of new impervious surface. Together, the public and private developments will create more than one acre of new impervious surface, which will be

treated by an underground stormwater best management practice (BMP) constructed within the City's right-of-way.

Young Environmental contacted the City on February 5, 2021, for assurance and received confirmation that the City's street project is part of its 2021 street and utility improvement project and is scheduled for construction this summer 2021. The applicant is requesting a permit from the LMRWD to proceed with the construction of its private site while the details of the public improvements are still being refined.

Project Summary

<u>Project Name:</u>	Shakopee Flats
<u>Purpose:</u>	Residential and commercial site redevelopment construction
<u>Project Size:</u>	3.35 acres total
<u>Location:</u>	339 1st Ave. W., Shakopee, MN, 55739
<u>Applicable LMRWD Rules:</u>	Rule B—Erosion and Sediment Control
<u>Recommended Board Action:</u>	Approval of amendment to Permit No. 2020-123

Discussion

As part of this submittal, the District has received the following documents for review:

- Stormwater Management Plan prepared by AE2S; dated October 2020; received November 2, 2020; revised February 8 and 9, 2021
- Stormwater Management Plan P8 models received November 2, 2020; revised February 8 and 9, 2021

The documents provided include the minimum information necessary for review.

Rule B—Erosion and Sediment Control

The applicant previously provided an erosion and sediment control plan, Stormwater Pollution Prevention Plan, and National Pollutant Discharge Elimination System construction stormwater permit coverage for the Shakopee Flats development under LMRWD No. 2020-123.

Rule D—Stormwater Management

The applicant provided a Stormwater Management Plan for both the private Shakopee Flats and the City's upcoming 2021 street reconstruction and BMP construction. The District requires stormwater management for projects that propose to create one acre or more of new impervious area. While the Shakopee Flats project is only proposing 0.89 acres, the total public and private impervious area will be 1.12 acres and require stormwater treatment (**Table 1**).

Table 1. HydroCAD Drainage Area and Impervious Summary

OUTFALL	EXISTING CONDITIONS		PROPOSED CONDITIONS		CHANGE	
	Drainage Area (ac)	Impervious Area (ac)	Drainage Area (ac)	Impervious Area (ac)	Drainage Area (ac)	Impervious Area (ac)
Public and Private Site	3.35	1.60	2.82	2.35	-0.53	+0.75
Off-site-West	0	0	0.06	0	+0.06	0
Off-site-East	0	0	0.46	0.37	+0.46	+0.37
TOTAL	3.35	1.60	3.34	2.72	-0.01	+1.12

The proposed impervious area will be treated in an underground filtration BMP, which will provide rate control and water quality treatment for both the public and the private improvements. Because of the proximity to the Minnesota River bluff and shallow bedrock, infiltration is not feasible, and the applicant is proposing to provide equivalent filtration. The following is a discussion of the District's stormwater requirements.

Rate Control

Section 4.4.1 of Rule D requires that applicants demonstrate no increase in proposed runoff rates when compared with existing conditions. The Shakopee Flats project would discharge at three locations, one to the north of the proposed underground BMP and two off-site locations to the east and west. A summary of the provided HydroCAD modeling appears in **Table 2** below and demonstrates that the combined public and private project will meet the District's rate control requirement and provide rate reductions for all required design storms.

Table 2. Overall Peak Runoff Rates from HydroCAD Models

DESIGN STORM	EXISTING (CFS)	PROPOSED (CFS)	CHANGE (CFS)
2-YR / 24-HR	11.65	11.55	-0.10
10-YR / 24-HR	19.25	15.45	-3.80
100-YR / 24-HR	38.22	27.08	-11.14

Volume Reduction

Section 4.4.2 of Rule D requires volume reduction for post-construction stormwater runoff volume for projects that create more than one acre of impervious surface. The applicant proposes to treat the new 1.12 acres of impervious surface with the underground filtration BMP to meet the District requirement for one inch of rainfall over the new impervious surfaces or 4,066 cubic feet (CF) for volume reduction. The proposed BMP will contain an 18-inch sand filtration bed atop a synthetic or clay liner that is proposed to provide 10,452 CF of filtration between the top of the sand filtration bed (El. 725.7) and the top of the outlet weir wall (El. 729).

The applicant provided soil boring information with the stormwater management plan. Soil boring B-13 is located within the footprint of the underground filtration BMP and indicates that the underlying soils contain a silty/clayey sand with observed water levels only six feet below grade, confirming that an infiltration practice would not have adequate separation nor be suitable in this location.

Water Quality

Section 4.4.3 of Rule D requires projects that create more than one acre of impervious surface to provide evidence that no net increase in total phosphorus (TP) or total suspended solids (TSS) in the receiving waters would result from the project. The overall project will create 1.12 acres of new impervious surface, and the underground filtration BMP is proposed to meet the District’s water quality requirements. The applicant provided P8 model results showing the proposed BMP will provide an overall reduction for both TP and TSS (**Table 3**), meeting the District’s water quality requirements.

Table 3. P8 Water Quality Summary

	Total Area (ac)	Impervious Area (ac)	Area Routed to Proposed BMPs (ac)	TP Annual Load (lbs)	TSS Annual Load (lbs)
Existing	3.35		0	3.7	1,141
Proposed	3.34	2.34	2.82	2.5	311
			Change	-1.2	-831

Recommendations

We recommend approving an amendment of the existing permit (LMRWD No. 2020-123) to include site development and construction of the proposed improvements outlined in the stormwater management plan.

The public improvements component of this project will require a separate individual permit from LMRWD if the City of Shakopee has not received a municipal LGU permit from LMRWD by that time.

Attachments

- Figure 1: Shakopee Flats Project Location
- Figure 2: Excerpt from City of Shakopee's 2021–2025 Capital Improvement Projects Map highlighting the 2021 Street Reconstruction Project
- Amended Permit No. 2020-123



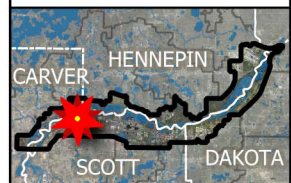
Figure 1: Shakopee Flats Project Location



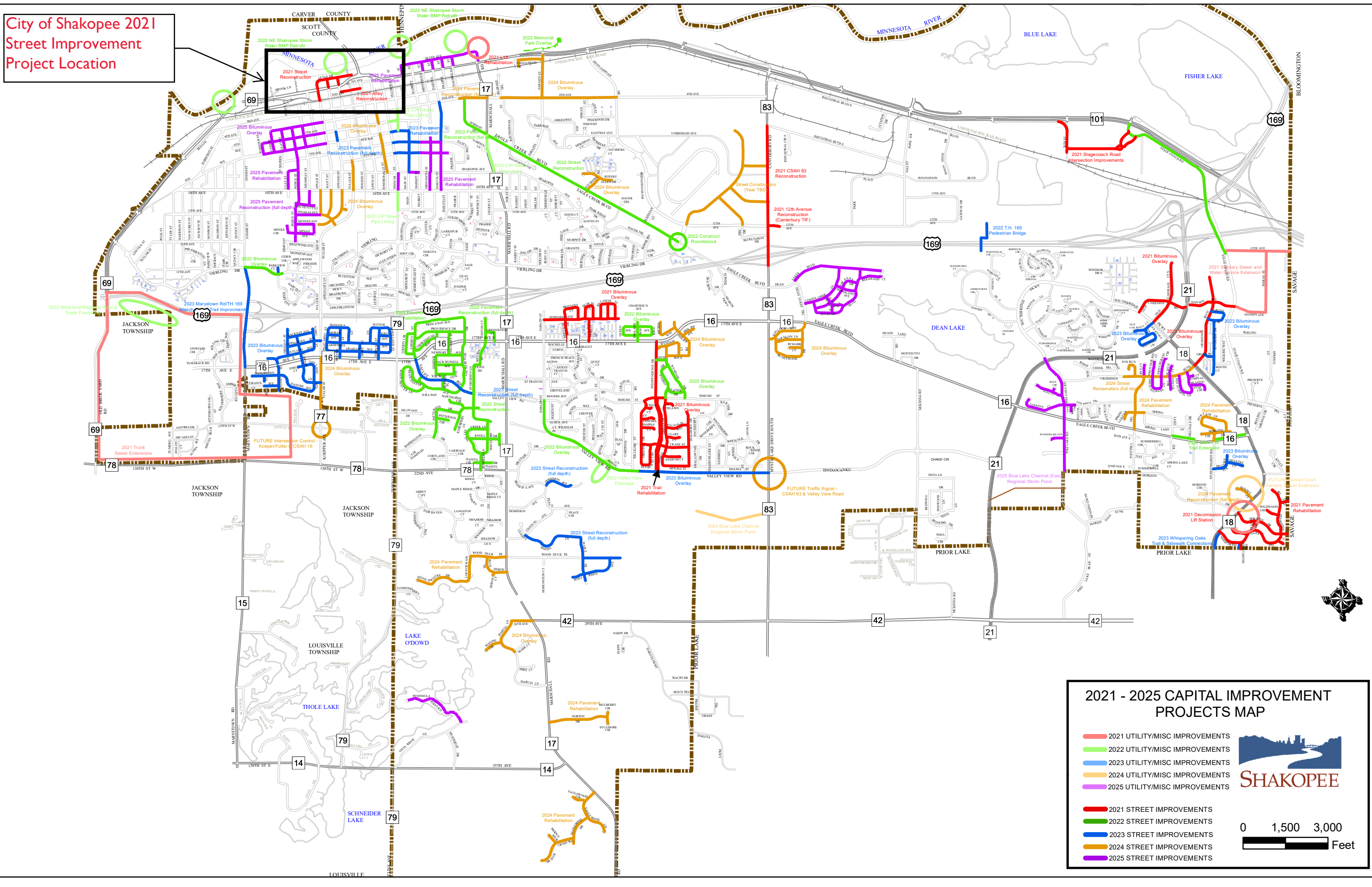
LEGEND

- Project Location
- Project Area
- Proposed Stormwater BMP
- LMRWD Boundary
- Steep Slopes Overlay District
- 100-yr Floodplain
- Floodway
- 500-yr Floodplain

LMRWD Watershed Location Map



City of Shakopee 2021 Street Improvement Project Location



2021 - 2025 CAPITAL IMPROVEMENT PROJECTS MAP

2021 UTILITY/MISC IMPROVEMENTS
 2022 UTILITY/MISC IMPROVEMENTS
 2023 UTILITY/MISC IMPROVEMENTS
 2024 UTILITY/MISC IMPROVEMENTS
 2025 UTILITY/MISC IMPROVEMENTS

2021 STREET IMPROVEMENTS
 2022 STREET IMPROVEMENTS
 2023 STREET IMPROVEMENTS
 2024 STREET IMPROVEMENTS
 2025 STREET IMPROVEMENTS

0 1,500 3,000
 Feet

SHAKOPEE



Individual Project Permit

Pursuant to Minnesota Statutes, Chapters 103B and 103D, consistent with the rules of the Lower Minnesota River Watershed District (LMRWD), and on the basis of statements and information contained in the permit application, plans and supporting information provided by the applicant, all of which are made part hereof by reference, **permission is hereby granted** to the applicant to perform actions as authorized below.

By granting this permit, the LMRWD does not direct the activity authorized herein or warrant the soundness of the applicant's design or methods in any respect. The LMRWD waives no immunity or protection applicable to itself, an officer, an agent or an employee pursuant to this approval.

Project Name Shakopee Flats	Project Location 339 1st Ave W, Shakopee, MN, 55379	
Type of Development Commercial and Residential	City Shakopee	County Scott
Permittee/Property Owner's Name and Title Dan Hebert	Permittee Mailing Address 56 East Broadway Ave, Suite 200, Forest Lake, MN, 55025	
Authorized Agent Name and Title Laura Wehr	Agent Email Address laura.wehr@ae2s.com	Agent Phone Number (612)-364-5509
Purpose of Permit: Demolition of existing buildings including building pads, removal of existing pavement, and trash remediation and removal; excavation for deep footings and foundation construction; construction of private residential/commercial development and appurtenances	Authorized Action(s): Grading, erosion, and sediment control; excavation for deep footings and foundation construction; site development; stormwater infrastructure activities.	
Affected Rule(s): Rule B: Erosion and Sediment Control; Rule D: Stormwater Management		
Issued Date: 9/16/2020; Amended 11/18/2020 and 2/17/201	Effective Date: 9/16/2020; Amended 11/18/2020 and 2/17/2020	Expiration Date: 9/16/2021
Authorized Issuer Name and Title Linda Loomis, Administrator	Email Address: admin@lowermnrivewd.org	Phone Number: (763) 545-4659

This permit is granted **subject to** the following **general conditions**:

NPDES Permit: Submit a copy of the NPDES construction stormwater general permit to the LMRWD before construction begins.

All erosion and sediment control measures must be effectively installed and maintained according to LMRWD guidelines and MPCA NPDES Permit guidelines as laid out by current District Rules and Policies until all disturbed soils have been permanently stabilized.

Grading and excavating must not begin until the applicant has been noticed that a permit has been issued and required erosion control measures are in place. Working without a permit where required is in violation of LMRWD Rules and is a misdemeanor subject to penalty by law.

Applicable federal, state, or local regulations: The permittee is responsible for the action(s) of their representative, contractor and employees and compliance with all rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city and township zoning.

Site access: In accepting this permit, the owner recognizes and agrees that LMRWD representatives may enter the site at reasonable times to inspect the activities authorized hereunder and compliance with the requirements of this permit, the LMRWD Rules and applicable statutes. This includes routine site inspections as well as inspections during or immediately following installation of best management practices, following storms/critical events, prior to seeding deadlines, for the purpose of permit closeout, or on report of issue or complaint. This right of access is in addition to the access authority of the LMRWD under existing law.

Completion date: Construction work authorized under this permit shall be completed on or before the date specified above. No construction is authorized beyond the expiration date. The permittee may request an extension of the time to complete the project by submitting a written request, stating the reason thereof, to the LMRWD, no later than two weeks before this permit expiration.

Written consent: In all cases where the permittee by performing the work authorized by this permit shall involve the taking, using, or damaging of any property rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the permittee, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests needed for the work.

Not assignable: This permit is not assignable nor transferable by the permittee except with the written consent of the LMRWD.

No changes: The permittee shall make no changes, without written permission or amendment previously obtained from the LMRWD, in the dimensions, capacity or location of any items of work authorized hereunder.

Permission only/ no liability: This permit is permissive only. No liability shall be imposed by the LMRWD or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the permittee, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable conditions.

Contractor responsibility: The permittee shall ensure the contractor has received and thoroughly understands all conditions of this permit.

Termination: This permit may be terminated by the LMRWD at any time deemed necessary for the conservation of water resources, or in the interest of public health and welfare, or for violation of any of the conditions or applicable laws, unless otherwise provided in the permit.