



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Please note due to the COVID 19 health emergency the Carver County Government is closed to the public; 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, March 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	<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>
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 February 17, 2021 Regular Meeting</p> <p>B. Receive and file February 2021 Financial reports</p> <p>C. Approval of Invoices for payment</p> <ul style="list-style-type: none"> i. Frenette Legislative Advisors - January 2021 lobbying expense ii. Scott County Soil & Water Conservation District - Q4 2020 monitoring, education and technical assistance services iii. City of Shakopee - Payment of LMRWD contribution to drainage project at The Landing iv. Carver County WMO - for 2020 monitoring & education services <p>D. Authorize payment to Riley Purgatory Bluff Creek Watershed District for Lower Creek restoration project</p> <p>E. Authorize payment for 2020 Cost Share project at 4419 West Old Shakopee Road</p>
5. New Business/ Presentations	<p>A. Presentation of 2020 Scott County monitoring results and approval of 2021 monitoring, education & technical assistance agreement</p> <p>B. Authorize 2021 Cost Share project for Jefferson High School Earth Corps</p> <p>C. Authorize 2021 Cost Share project for 11300 Goodrich Road, Bloomington</p>
6. Old Business	A. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail - no new

	<p>information to report.</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 - no new information to report</p> <p> i. Vernon Avenue Dredge Material Management site</p> <p> ii. Private Dredge Material Placement</p> <p>E. Watershed Management Plan - no new information to report</p> <p>F. 2021 Legislative Action</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> 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> i. Southwest Logistics Center, 7070 Cretex Avenue, Shakopee</p> <p> ii. HCRRA assignment of maintenance responsibility</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	<p>Next meeting of the LMRWD Board of Managers is 7:00pm Wednesday, April 21, 2021</p>

Upcoming meetings/Events

- UMWA monthly meeting- Thursday, March 18, 2021, 12:30 pm; contact District Administrator to join
- 2020 USACE River Resource Forums - April 20, 2021, August & December 2021, the April meeting is planned to be virtual, contact District Administrator to join
- Metro MAWD, Tuesday, July 20, 2021 and October 19, 2021
- [US Army Corps of Engineers](#) - Seeking comments on Water Resources Development Act (WRDA) of 2020, 5 stakeholder sessions will be held, final comments are due by May 7, 2021.

For Information Only

- **WCA Notices**
 - Notice of Decision for CSAH 61 Channel Extension No-Loss Application
- **DNR Public Waters Work permits**
 - None
- **DNR Water Appropriation permits**
 - None

Item 4.B.
LMRWD 3-17-21

BEGINNING BALANCE	31-Jan-21		\$ 1,676,906.32
ADD:			
General Fund Revenue:			
Permit Review Fee		\$ 4,344.25	
			<hr/>
Total Revenue and Transfers In			\$ 4,344.25
DEDUCT:			
Warrants:			
428643 Frenette Legislative Advisors	January 2021 lobbying expense	\$ 1,666.67	
428654 Scott County SWCD	Q4 2020 monitoring & technical serv.	\$ 5,648.90	
428656 City of Shakopee	contribution to The Landing drainage	\$ 35,000.00	
JE Carver County WMO	2020 monitoring & education	\$ 21,734.26	
			<hr/>
Total Warrants/Reductions			\$ 64,049.83
ENDING BALANCE	28-Feb-21		<u><u>\$ 1,617,200.74</u></u>

EXPENDITURES	2020 Budget	February Actual	YTD 2020	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ -	\$ 283,827.06	\$ 33,827.06
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 35,000.00	\$ -	\$ 32,674.59	\$ (2,325.41)
Gully Erosion Contingency Fund		\$ -	\$ 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	\$ -	\$ 4,225.33	\$ (45,774.67)
Geomorphic Assessments (Trout Streams)	\$ 50,000.00	\$ -	\$ 34,590.96	\$ (15,409.04)
Fen Stewardship Program	\$ -	\$ -	\$ 78,962.21	\$ 78,962.21
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Bank Stabilization Project	\$ -	\$ -	\$ 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	\$ -	\$ 128,527.92	\$ 108,527.92
<i>Monitoring</i>	\$ 65,000.00	\$ 24,264.22	\$ 43,725.37	\$ (21,274.63)
<i>Watershed Management Plan</i>	\$ 56,000.00	\$ -	\$ 34,732.54	\$ (21,267.46)
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00	\$ 2,672.00	\$ 56,937.27	\$ 26,937.27
<i>Cost Share Program</i>	\$ 20,000.00	\$ 436.94	\$ 10,568.55	\$ (9,431.45)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 315,000.00	\$ -	\$ 453,173.96	\$ 138,173.96
Total:	\$ 1,354,520.67	\$ 27,373.16	\$ 1,364,826.04	\$ 10,305.37

EXPENDITURES	2021 Budget	February Actual	YTD 2021	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 1,666.67	\$ 2,526.77	\$ (247,473.23)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ -	\$ -	\$ (100,000.00)
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
USGS Sediment & Flow Monitoring	\$ -	\$ -	\$ -	\$ -
Ravine Stabilization at Seminary Fen in Chaska	\$ -	\$ -	\$ -	\$ -
Riley Creek Cooperative Project with RPBCWD	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site A	\$ 75,000.00	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site C-2	\$ -	\$ -	\$ -	\$ -
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Gully Inventory	\$ -	\$ -	\$ -	\$ -
MN River Corridor Management Project	\$ 75,000.00	\$ -	\$ -	\$ -
TH 101 Shakopee Ravine	\$ -	\$ -	\$ -	\$ -
Assumption Creek Hydrology Restoration	\$ -	\$ -	\$ -	\$ -
Carver Creek Restoration	\$ -	\$ -	\$ -	\$ -
Groundwater Screening Tool Model	\$ -	\$ -	\$ -	\$ -
MN River Floodplain Model Feasibility Study	\$ -	\$ -	\$ -	\$ -
Schroeder Acres Park SW Mgmt Project	\$ -	\$ -	\$ -	\$ -
PLOC Realignment/Wetland Restoration	\$ 70,000.00	\$ -	\$ -	\$ (70,000.00)
Spring Creek Project	\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)
West Chaska Creek	\$ -	\$ -	\$ -	\$ -
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ -	\$ -	\$ -	\$ -
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 25,000.00	\$ -	\$ -	\$ (25,000.00)
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Bank Stabilization Project	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Treatment Wetland Project	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 15,000.00	\$ -	\$ -	\$ (15,000.00)
Project Reviews	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
<i>Monitoring</i>	\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)
<i>Watershed Management Plan</i>	\$ 10,000.00	\$ -	\$ -	\$ (10,000.00)
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00	\$ -	\$ -	\$ (30,000.00)
<i>Cost Share Program</i>	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ -	\$ -	\$ (240,000.00)
Total:	\$ 1,140,000.00	\$ 1,666.67	\$ 2,526.77	\$ (1,137,473.23)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 4. D. - Authorize payment to Riley Purgatory Bluff Creek Watershed District for Lower Riley Creek restoration project

Prepared By

Linda Loomis, Administrator

Summary

In 2017, the LMRWD partnered with the Riley Purgatory Bluff Creek Watershed District (RPBCWD) to address turbidity impairments on Riley Creek. The LMRWD agreed to contribute \$150,000 to a project RPBCWD planned for a reach of Lower Riley Creek, which is now essentially complete and RPBCWD has requested payment from the LMRWD.

Young Environmental Consulting Group was asked to review documentation provided by RPBCWD to advise the Board whether or not the project was completed in as agreed. A report advising the Board is attached.

Staff will request water quality data from RPBCWD for the next ten years as suggested in the Technical Memorandum. It should be noted that since 1999 Metropolitan Council has operated a WOMP (Watershed Outlet Monitoring Program) station on Riley Creek. A Fact Sheet (2014) prepared by the Met Council is attached. More detailed information can be found using this [link](#).

Attachments

Invoice from RPBCWD

Technical Memorandum re: Lower Riley Creek Ecological Restoration - Funding Review Request dated March 12, 2021

MCES Riley Creek Fact Sheet

Recommended Action

Motion to authorize reimbursement to RPBCWD contingent upon receipt of as-built construction drawings or staff agreed upon construction documentation.

Lower Riley Creek Streambank Stabilization Summary

The Project's location in the Riley Creek Conservation Area provides opportunities for close collaboration between the Project partners to enhance the ecological value of the stream corridor within a rare section of the remaining "Big Woods". This provides a unique opportunity for interpretive signage and future programming to educate and connect the public on the importance of the diverse stream corridors and remnant "Big Woods". The Project includes the development of an Ecological Enhancement Plan, an innovative shift in the Project and partnership coordination which documents the goals of the partnership for the Project and establishes roles and responsibilities of Project partners for the 20-year life of the agreement. While it is common for RPBCWD to partner with the cities within the District, the project formed a unique three-way partnership between RPBCWD, LMRWD, and the city of Eden Prairie. The LMRWD partnered on the Project, which is outside the LMRWD boundary, because the LMRWD foresaw the importance and cost effectiveness of preventing sediment erosion at the source rather than dealing with dredging the material out of the navigation channel in the Minnesota River, one of the LMRWD primary missions.

This purpose of the Lower Riley Creek Stabilization Project (Project) is the enhancement and stewardship of ecological resources by restoring 4,600 feet of creek and 375 feet of a tributary ravine. The stream was extremely incised (over 10 feet in some locations) with severe bank sloughing and scraps along the corridor (up to 30 feet high). The elevation of the Riley Creek channel was raised through constructing a series of approximately 30 rock riffles, thus providing areas of grade control and allowing higher flows to better access a restored floodplain. The newly connected floodplain was sized proportional to its setting in a narrow valley and is approximately 30 to 60 feet wide. A series of 8 log/rock step pools were constructed using trees salvaged on-site to provide variable flow conditions. In addition, a variety of bioengineering methods, including rock cross vanes, rock vanes, log vanes, root wads, and toe wood bank stabilization, were incorporated across the Project reach as needed to dissipate stream flows. The tributary ravine was stabilized through the use of riprap, cross checks, scarp toe stabilization, and scarp stabilization. The Project was cut/fill neutral, meaning there will be no net gain or loss of soil materials from the Project site. The Project also modified or replaced five storm sewer outfalls along the 4,600 foot creek reach. One new pedestrian bridge was constructed to connect with an existing, paved access trail to the nature trails within the Riley Creek Conservation Area. By establishing a stable stream corridor, it is estimated that the project reduces the annual TSS load by 2,173,930 pounds per year and TP load



1,250 pounds per year, thus helping address the MPCA’s identified turbidity impairment within this reach of Riley Creek and the Lower Minnesota River impairments. In addition the photos below show how the restored reach reduces sediment load by comparing the turbid inflowing water (below left photo) to the relatively clear waters at the downstream end of the restored creek reach (below right photo).



The project partners include the RPBCWD, LMRWD, and City of Eden Prairie. The following table summarizes the total project construction cost through January 2021 and the anticipated remain construction cost for continues vegetation establishment activities for the next couple years.

Item	Amount
Payment Application 1	\$43,959.83
Payment Application 2	\$110,681.65
Payment Application 3	\$1,339,841.89
Payment Application 4	\$255,806.10
Payment Application 5	\$184,152.62
Payment Application 6 (partial retainage release)	\$22,009.89
Total Construction Payment through Jan 2021	\$1,956,451.98
Remaining Vegetation management work	\$14,590.00
Remaining Retainage to be Released	\$22,260.33
Anticipated Total Construction Amount	\$1,978,712.31

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Katy Thompson, PM
Della Schall Young, CPESC, PMP

Date: March 12, 2021

Re: Lower Riley Creek Ecological Restoration—Funding Review Request
(LMRWD No. 2021-008)

The Riley Purgatory Bluff Creek Watershed District (RPBCWD) is requesting that the Lower Minnesota River Watershed District (District) approve the \$150,000 contribution to the Lower Riley Creek Ecological Restoration Project (Project) per the 2019 cooperative agreement between the District and RPBCWD (**Attachment 1**).

Background

In 2016, the District, City of Eden Prairie, and RPBCWD partnered on a study of Riley Creek (Creek). The study, as documented in the Engineer's Report for Lower Riley Creek Stabilization Project, identified opportunities to improve the Creek's water quality on RPBCWD reaches D3 and E and the LMRWD reach downstream of Flying Cloud Drive (**Figure 1**). The Lower Riley Creek is impaired for aquatic life, with turbidity being identified as the key stressor. The study proposed a project to stabilize the creek in reaches D3, E, and LMRWD to reduce streambank erosion, thereby reducing total suspended solids (TSS) and total phosphorus (TP) transport to downstream waterbodies, including the Minnesota River. Based on the study's documented benefits and the Project's alignment with the District's strategy to partner with local governments inside and outside its jurisdiction to leverage resources to protect, preserve, and manage water and natural resources within the District and how the Project would address the following issues and goals, the managers approved contributing \$150,000 to the Project:

- Issue 3: Water Quality
- Issue 5: Erosion and Sediment Control
- Issue 7: Commercial and Recreational Navigation
- Goal 2: Surface Water Management—to protect, improve, and restore surface water quality
- Goal 4: Unique Natural Resources Management—to protect and manage unique natural resources
- Goal 7: Erosion and Sediment Control—to manage erosion and control sediment discharge
- Goal 8: Commercial and Recreational Navigation—to maintain and improve navigation and recreational use of the Lower Minnesota River

Project Update

In 2018, as part of the Hennepin County Flying Cloud Drive reconstruction project, the District repaired the LMRWD reach of Riley Creek, downstream of Flying Cloud Drive.

Between October 2019 and November 2020, the Project reached substantial completion, pending final vegetation work in spring 2021. RPBCWD undertook the \$1.98 million Project, installing rock riffles and log/rock step pools as well as stabilizing scarp toes and scarp surfaces. As RPBCWD estimated, the Project reduces TSS and TP entering the Minnesota River by approximately 2.1 million and 1,250 pounds per year, respectively. Figure 2 illustrates the benefit of the Project.



Figure 2. Example of how the restored reach is reducing sediment load downstream; left photo shows streamflow entering the restored reach, and right photo shows streamflow leaving the restored reach downstream (provided by RPBCWD).

The RPBCWD has submitted a payment request for the District's approved \$150,000 contribution to the Project as agreed per the attached cooperative agreement.

Recommendations

Because the Project goals align with the District's, Young Environmental recommends conditionally approving RPBCWD's request of \$150,000, pending receipt of as-built

construction drawings or staff agreed upon construction documentation. As previously recommended in our August 8, 2019, review of the funding request, the District should consider requiring water quality data from RPBCWD for the next ten years showing changes resulting from the Project.

Attachments

- Executed Cooperative Agreement between LMRWD and RPBCWD
- Figure 1: Lower Riley Creek Ecological Restoration Sites

COOPERATIVE AGREEMENT
AMONG CITY OF EDEN PRAIRIE,
LOWER MINNESOTA RIVER WATERSHED DISTRICT AND
RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT

LOWER RILEY CREEK CORRIDOR ENHANCEMENT PROJECT

This cooperative agreement is made by and among the City of Eden Prairie, a Minnesota municipal corporation (Eden Prairie); the Lower Minnesota River Watershed District, a watershed district created pursuant to Minnesota Statutes chapters 103B and 103D (LMRWD); and the Riley-Purgatory-Bluff Creek Watershed District, a watershed district created pursuant to Minnesota Statutes chapters 103B and 103D (RPBCWD), to implement the Lower Riley Creek Corridor Enhancement Plan in Eden Prairie, Hennepin County, Minnesota, to stabilize reach E and reach D3 of lower Riley Creek to provide an ecologically diverse stream with significantly reduced streambank erosion, diverse habitat layers and enhanced public access and understanding of why stable stream systems are important. (Eden Prairie, LMRWD and RPBCWD are referred to collectively herein as the Partners.)

Recitals

WHEREAS RPBCWD has an approved water resources management plan pursuant to Minnesota Statutes section 103B.231 (the Plan) that has as a primary goal addressing all impairments in water resources in RPBCWD's jurisdiction and removing all RPBCWD waterbodies from the State of Minnesota impaired waters list;

WHEREAS RPBCWD completed the Lake Riley Outlet Improvements and Riley Creek Lower Valley Stabilization Feasibility Study in 2007, which determined that the lower valley of Riley Creek requires stabilization to limit erosion of the stream channel and steep valley bluffs;

WHEREAS Riley Creek is listed on the Minnesota Pollution Control Agency's 303(d) list of impaired waters for excessive turbidity, aquatic macroinvertebrate bioassessments, fishes bioassessments and *E. coli*, and the Minnesota River, into which Riley Creek flows, is impaired for nutrients/eutrophication and turbidity;

WHEREAS a 2015 Creek Restoration Assessment Strategy report produced by RPBCWD evaluated segments of all creeks in the Riley, Purgatory and Bluff Creek watersheds and prioritized reach E in the lower valley of Riley Creek for restoration;

WHEREAS the RPBCWD Board of Managers has determined that reaches E and D3 are the highest-priority locations for stabilization in the lower valley of Riley Creek and that restoration should begin at those sites;

WHEREAS the capital improvements program in the Plan includes the lower Riley Creek Restoration and Stabilization (Reach D3 and E) project (the Project), which was the subject of the duly noticed public hearing on December 7, 2016, after which the RPBCWD Board of Managers ordered the Project (which at the time was referred to as the Riley Creek Water Quality Improvement Project);

WHEREAS in June 2018 the RPBCWD engineer produced the Lower Riley Creek Corridor Enhancement Plan (the Enhancement Plan), attached to and incorporated herein as Exhibit A, which articulates background on and a plan for implementation of the Project that was collaboratively developed by the Partners and will provide greater stream depth variability, more channel bed substructure types and varied channel velocities in lower Riley Creek to reduce erosion and improve water quality while also improving natural stream habitat for aquatic organisms;

WHEREAS the Enhancement Plan states a key expected outcome of the Project as reduction from Riley Creek and, consequently, the Minnesota River, of 2,173,930 pounds of total suspended solids and 1,250 pounds of total phosphorus;

WHEREAS the Partners find that implementing the Enhancement Plan will provide better floodplain connectivity for lower Riley Creek, which will enhance surrounding riparian habitat and, by establishing a stable creek corridor, will also address the identified turbidity impairment within reach E and reach D3 of Riley Creek;

WHEREAS the Project will be constructed entirely on property owned by Eden Prairie in the Riley Creek Conservation Area as depicted in Enhancement Plan (the RCCA), and at Eden Prairie's request in conjunction with and as part of construction of the Project, a new pedestrian bridge will be constructed in the RCCA;

WHEREAS Eden Prairie operates its stormwater-management system under the state Municipal Separate Storm Sewer System general permit, and construction and maintenance of the Project is intended to accrue to the benefit of Eden Prairie's fulfillment of its obligations under the permit; and

WHEREAS Eden Prairie, LMRWD and RPBCWD are authorized by Minnesota Statutes section 471.59 to enter into this cooperative agreement for the Project.

Agreement

NOW, THEREFORE, THE PARTNERS enter into this agreement to document their understanding as to the scope of the Project, reaffirm their commitments as to the general responsibilities for and tasks to be undertaken by the Partners, dedicate the

necessary rights to the use of the RCCA, and facilitate communication and cooperation to successfully complete the Project.

1 Project. The Project elements are described in detail in and supported by the Enhancement Plan, which serves as the basis for and provides technical data and analysis supporting the Partners' agreement.

1.1 DESIGN. Design and preparation of all necessary construction documents (plan sheets, drawings, technical specifications) for the Project. The design of the Project will incorporate elements described in section 7.1 of the Enhancement Plan, and will be accompanied by plan sheets, drawings and technical specifications for a new pedestrian bridge in the RCCA (the Bridge), which will be included in the bidding documents for the Project as a bid alternate.

1.2 CONSTRUCTION. The Project and, if selected, the Bridge will be constructed by a contractor under contract to RPBCWD and with construction oversight and management by the RPBCWD engineer. Construction will include advance determination and procurement of permits and other regulatory approvals necessary for the Project. Construction documents will provide for a three-year warranty on vegetation. Construction also will include completion of as-built surveys of outfalls and, if selected by Eden Prairie pursuant to paragraph 4.3 below, the Bridge. Construction will include restoration of portions of the RCCA utilized for the Project, including trails used for access and staging of construction, to a condition materially suitable for the usual public uses thereof, except to the extent the RCCA is improved through construction of the Project and, if selected, the Bridge.

1.3 MAINTENANCE. RPBCWD and Eden Prairie will implement inspection, monitoring and maintenance of the Project as described in section 7.2 of the Enhancement Plan.

2 Costs

2.1 RPBCWD will be responsible for:

a. The costs of design, construction and implementation, as well as construction oversight and management, of the Project, except as will be reimbursed by Eden Prairie and LMRWD in accordance with the agreement;

b. The costs and fees associated with complying with regulatory requirements applicable to the Project, except that Eden Prairie will assess no fee to RPBCWD for city permits required for the Project, if any;

b. The in-kind costs of its participation in post-construction monitoring and inspection of the Project as described in the Enhancement Plan.

2.2 Eden Prairie will:

- a. Contribute the land-use rights necessary for implementation of the Project and construction of the Bridge in the RCCA at no out-of-pocket cost to any party;
- b. Contribute designs, plans and specifications for the Bridge for integration into the bidding and, if selected, construction documents for the Project;
- c. Reimburse RPBCWD \$150,000 of documented Project costs;
- d. Reimburse RPBCWD 50 percent of documented costs of storm sewer outfalls installed as part of the Project, not to exceed a contribution of \$50,000;
- e. Reimburse RPBCWD the entirety of the documented construction cost of the Bridge, if selected;
- f. Conduct, after the three-year warranty period provided in accordance with subsection 1.2, at its sole discretion and expense, routine post-construction inspection and Routine Maintenance of the Project as defined in section 7.2.2 of the Enhancement Plan.

2.3 LMRWD will:

- a. Reimburse RPBCWD \$150,000 of documented Project costs.

2.4 Each of the Partners will bear the internal, administrative and incidental costs of fulfilling its responsibilities and obligations under this agreement, as well as the costs incurred in providing and conducting public education, outreach and meetings for the Project. In the event of cancellation in accordance with subsection 3.5 herein, each party will bear its costs incurred prior to RPBCWD's issuance of notice of cancellation.

3 RPBCWD's Specific Rights and Duties

3.1 RPBCWD has contracted with the RPBCWD engineer for the development of the design and plans for the Project, along with the specifications and all other necessary bidding and construction documentation. Notwithstanding the foregoing, RPBCWD makes no warranty to Eden Prairie or LMRWD regarding the RPBCWD engineer's or another third party's performance in design, construction or construction management for the Project or the Bridge, if selected. RPBCWD has submitted to Eden Prairie and LMRWD the 90 percent complete design and plans for the Project (attached hereto and incorporated herein as Exhibit B). Under contract with RPBCWD, the RPBCWD engineer will prepare contract documents for the Project, accompanied by plans, designs and technical specifications for the Bridge provided by Eden Prairie in accordance with paragraph 4.2 below, for solicitation of a contractor in accordance with state procurement

law. The RPBCWD engineer will integrate the plans, designs and technical specifications for the Bridge into the bidding documents for the Project as a bid alternate.

3.2 In its sole discretion and based on bids for construction of the Project without regard to bid price of the Bridge, RPBCWD will select a contractor and contract for the construction of the Project and, if selected, the Bridge in accordance with applicable public-procurement law, as analyzed by RPBCWD, and will ensure that the Project, when constructed, is consistent with the RCCA and this agreement. RPBCWD will award and enter a contract for the construction of the Project that will:

- a. Require the contractor to indemnify, defend and hold harmless Eden Prairie and LMRWD, their officers, governing-board members, employees and agents from any and all actions, costs, damages and liabilities of any nature, including reasonable attorney's fees, arising from the contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to RPBCWD. The contract will require that for any claim subject to indemnification by an employee of selected contractor or a subcontractor, the indemnification obligation is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' compensation acts, disability acts or other employee benefit acts.
- b. Require that the contractor procure general liability insurance and name Eden Prairie and LMRWD as additional insureds with primary coverage for general liability on a noncontributory basis for both ongoing work and completed operations to the extent of RPBCWD's statutory liability limit.
- c. Extend all product warranties and workmanship guaranties to Eden Prairie.

3.3 As between the Partners and with the assistance and cooperation of Eden Prairie, RPBCWD will obtain all permits, licenses and other necessary approvals for itself and Eden Prairie from entities with regulatory authority.

3.4 RPBCWD will contract for construction of and will ensure that the Project and, if selected, the Bridge are completed in accordance with applicable law and regulatory standards and criteria.

3.5 RPBCWD or the RPBCWD engineer on RPBCWD's behalf will oversee the construction of the Project, and if selected, the Bridge. RPBCWD may adjust the plans, design and specifications for the Project during construction in consultation with Eden Prairie, as long as the revised plans do not require RPBCWD to exceed the scope of the rights granted under this agreement or create maintenance obligations not anticipated

hereunder. Until completion of construction, if RPBCWD, in its judgment, should decide that the Project is infeasible, RPBCWD, at its option, may declare this agreement rescinded and annulled. If RPBCWD so declares, all obligations herein, performed or not, will be voided; RPBCWD will return the RCCA as nearly as reasonably feasible to its preexisting condition or to a condition agreed on by Eden Prairie and RPBCWD to the extent the RCCA has been physically disturbed by RPBCWD, its contractor, agents or assigns. On completion of construction of the Project, the RPBCWD engineer will certify construction of the Project as substantially complete for the purposes intended.

3.6 RPBCWD will notify Eden Prairie on completion of construction, and thereafter RPBCWD will participate in monitoring the effectiveness of and inspecting the Project and will, in collaboration with Eden Prairie, produce an annual report on the status of the Project, consistent with the Enhancement Plan. At the request of Eden Prairie, RPBCWD will duly consider levying and dedicating funds for maintenance and/or repair of the Project.

4 Eden Prairie's Specific Rights and Duties, and Grant of Access, Construction and Maintenance Rights

4.1 Eden Prairie has reviewed and approves, by its signature hereunder, the 90 percent complete design and plans for the Project provided in Exhibit B.

4.2 Eden Prairie, for itself or by a contractor on its behalf, will submit a design, plans and bidding specifications for the Bridge in a form and format specified by the RPBCWD engineer for inclusion in the solicitation of a contractor for the Project as a bid alternate. In the event Eden Prairie does not submit a design, plans and bidding specifications for the Bridge to the RPBCWD engineer, the Bridge will not be included in the solicitation and RPBCWD will solicit contractors for construction of the Project only. Under any circumstances, solicitation of and selection of a contractor for construction of the Project will be made on the basis of cost of the construction of the Project alone (i.e., the base bid).

4.3 After receipt of responses to the solicitation of contractors for construction, Eden Prairie in its sole discretion will determine whether to direct RPBCWD to include construction of the Bridge in the contract between RPBCWD and the selected contractor for construction of the Project. In the event Eden Prairie elects not to direct RPBCWD to include construction of the Bridge in the contract for construction of the Project, Eden Prairie may separately contract for construction of the Bridge and will be solely responsible for coordination of construction of the Bridge with construction of the Project.

4.4 Eden Prairie will cooperate with RPBCWD's efforts to obtain permits and approvals needed for the Project and act to facilitate proper and efficient processing of applications for city approvals.

4.5 LAND-USE RIGHTS.

a. Eden Prairie hereby grants to RPBCWD, its contractors, agents and assigns a temporary and nonexclusive license through the three-year warranty period provided in accordance with subsection 1.2 herein to access and use the portions of the RCCA shown in the Enhancement Plan and occupying parcels designated in the Hennepin County property records by property identification numbers

29-116-22-32-0004	29-116-22-31-0009
29-116-22-31-0018	29-116-22-24-0015
29-116-22-24-0048	29-116-22-24-0019
29-116-22-21-0030	29-116-22-21-0051

for purposes of construction of the Project and, if selected, the Bridge. RPBCWD, on reasonable notice to Eden Prairie, may temporarily restrict or preclude public access to a portion or portions of the RCCA to ensure safety while construction activities are under way.

b. Eden Prairie will forbear from any activity that unreasonably interferes with the RPBCWD's ability to exercise its rights or meet its obligations under this agreement. Subject to its interest in preserving public safety, Eden Prairie will cooperate with RPBCWD's reasonable exercise of its rights under this agreement with regard to access to and use of the RCCA. Eden Prairie will not take any action within or adjacent to the RCCA that could reasonably be expected to diminish the effectiveness or function of the Project for the purposes intended, and after notice of completion of construction of the Project from RPBCWD, Eden Prairie will continue to maintain the RCCA in a manner that avoids inhibiting the effectiveness of the Project. If Eden Prairie transfers ownership of a fee interest in the RCCA or any portion of the RCCA improved by the Project during the term of this agreement, it will require as a condition of sale and enforce a requirement that the transferee assume in writing Eden Prairie's responsibilities and obligations under this agreement.

c. On completion of construction of the Project, Eden Prairie will retain ownership of the RCCA, and, if selected for construction, the Bridge, provided that if Eden Prairie transfers ownership of a fee interest in the RCCA or any portion of the RCCA improved by the Project or the Bridge during the term of this agreement, it will require as a condition of sale and enforce a requirement that the transferee assume in writing Eden Prairie's responsibilities and obligations under this agreement.

4.6 Eden Prairie may, at its sole discretion and expense, adjust the plans, design and specifications for the Bridge during construction, as long as the revised plans do not require Eden Prairie to exceed the scope of the rights granted under this agreement and, to the degree the changes affect design or construction of the Project, with concurrence of the RPBCWD engineer.

4.7 On notification from RPBCWD of completion of construction in accordance with paragraph 3.6, Eden Prairie will on its own, or by contract with an engineer licensed in the State of Minnesota, certify construction of the Bridge as substantially complete for the intended purposes, if selected by Eden Prairie for construction in conjunction with the Project in accordance with paragraph 4.3.

4.8 After certification of construction of the Project as substantially complete for the intended purposes, Eden Prairie will participate for the duration of this agreement in inspecting the Project and will, in collaboration with RPBCWD, produce an annual report on the status of the Project, consistent with the Enhancement Plan. Eden Prairie will complete or contract for the completion of, in its sole discretion and at its sole expense, Routine Maintenance as defined in the Enhancement Plan of the Project for 20 years from the date the Project is substantially complete for the intended purposes.

4.9 On receipt of documentation of costs incurred and paid, Eden Prairie will reimburse RPBCWD as described in section 2 of this agreement.

4.10 After completion of construction of the Project, Eden Prairie may solicit contributions from RPBCWD and/or LMRWD for non-routine maintenance and/or repairs of the Project.

4.11 Eden Prairie may conduct data-collection and analysis on the performance of the Project in reducing loading of sediment and other pollutants to Riley Creek, or request and utilize RPBCWD data and analysis for the purpose, and may utilize all credit generated by the Project toward compliance with goals and requirements imposed by state and federal regulatory programs, such as the National Pollutant Discharge Elimination System as applicable to Eden Prairie.

5 LMRWD's Specific Rights and Duties

5.1 LMRWD has reviewed and approves, by its signature hereunder, the 90 percent complete design and plans for the Project provided in Exhibit B.

5.2 On receipt of documentation of costs incurred and paid, LMRWD will reimburse RPBCWD as described in section 2 of this agreement.

6 General Terms

6.1 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 omissions 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. Eden Prairie, LMRWD and RPBCWD enter this agreement solely for the purposes of improving the ecological health and condition of lower Riley Creek in Eden Prairie and downstream receiving waters. Accordingly, with respect to any and all activity undertaken pursuant to this agreement, Eden Prairie, LMRWD and RPBCWD (each party as an Indemnitor Party) agree to hold each other harmless, and defend and indemnify the other parties, 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 Project 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, Eden Prairie's, LMRWD's and RPBCWD's 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. Notwithstanding the foregoing, RPBCWD will not be deemed to have acquired by entry into or performance under this agreement, any form of interest or ownership in or to any portion of the land that is the site of the construction of the Project or adjacent property. RPBCWD will not by entry into or performance under this agreement be deemed to have exercised any form of control over the use, operation or management of any portion of the property that is the site of the Project or adjacent property so as to render RPBCWD a potentially responsible party for any contamination under state and/or federal law, however this will not relieve the RPBCWD from liability as a potentially responsible party on the basis of categories other than ownership and operation as provided for under state and federal law.

6.2 PUBLICITY AND ENDORSEMENT. Any publicity regarding the Project must identify Eden Prairie, LMRWD and RPBCWD as the sponsoring entities. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Eden Prairie, LMRWD or RPBCWD individually or jointly with others, or any subcontractors, with respect to the Project. RPBCWD, LMRWD and Eden Prairie will collaborate on the development of educational and informational signage and materials pertinent to the Project, and each

party, at its cost, may develop, produce and, after approval of the other parties, distribute educational, outreach and publicity materials related to the Project.

6.3 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.

6.4 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

6.5 ENTIRE AGREEMENT. This agreement contains the complete and entire agreement among 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.

6.6 COMPLETE AGREEMENT. This agreement, as it may be amended in writing, constitutes the entire agreement between the Partners. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement or their successors in office.

6.7 WAIVERS. The waiver by Eden Prairie, LMRWD or RPBCWD 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.

6.8 NOTICES, COORDINATION. The Partners designate the following authorized representatives, each to serve as the liaison to the other parties for purposes of coordinating inspection, construction oversight and maintenance of the Project as provided in this agreement. Any written communication required under this agreement will be addressed to the other parties as follows, except that any party may change its address for notice by so notifying the other parties in writing:

Eden Prairie

Patrick Sejkora
Water Resources Engineer
8080 Mitchell Road
Eden Prairie MN 55344
952-949-8360
psejkora@edenprairie.org

RPBCWD

Claire Bleser
Administrator
18681 Lake Drive East
Chanhassen MN 55317
952-607-6512
cbleser@rpbcwd.org

LMRWD

Linda Loomis,
Administrator
112 Fifth St. E.
Chaska MN 55318
763-545-4659
naiadconsulting@gmail.com

6.9 TERM; TERMINATION. This agreement is effective on execution by all three parties and will terminate 20 years from the date of execution or on the written agreement of the Partners. Any responsibility or obligation that has come into being before expiration, specifically including obligations under section 2 and paragraphs 5.2, 6.1 and 6.2 herein, will survive expiration. Further, if Eden Prairie transfers ownership of a fee interest in the RCCA or in any portion of the RCCA improved by the Project subsequent to the term of this agreement, Eden Prairie will require as a condition of sale and enforce that the purchaser agree in writing to refrain from taking any action that could reasonably be expected to diminish the effectiveness or function of the Project for the purposes intended.

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

(Signature page follows.)

CITY OF EDEN PRAIRIE

[Signature]
By: Ronald K. Case, Mayor

Date: 4/16/2019

[Signature]
By: Rick Wetschow, City Manager

Date: 4/16/2019

Approved as to form & execution:

[Signature]
City attorney

LOWER MINNESOTA RIVER
WATERSHED DISTRICT

[Signature]
By: _____, President

Date: _____

Approved as to form & execution:

District counsel

RILEY-PURGATORY-BLUFF CREEK
WATERSHED DISTRICT

By: Richard Ward
By: RICHARD WARD, President

Date: MAY 1, 2019

Approved as to form & execution:

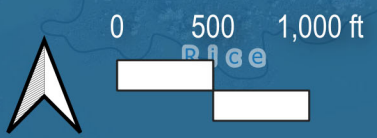
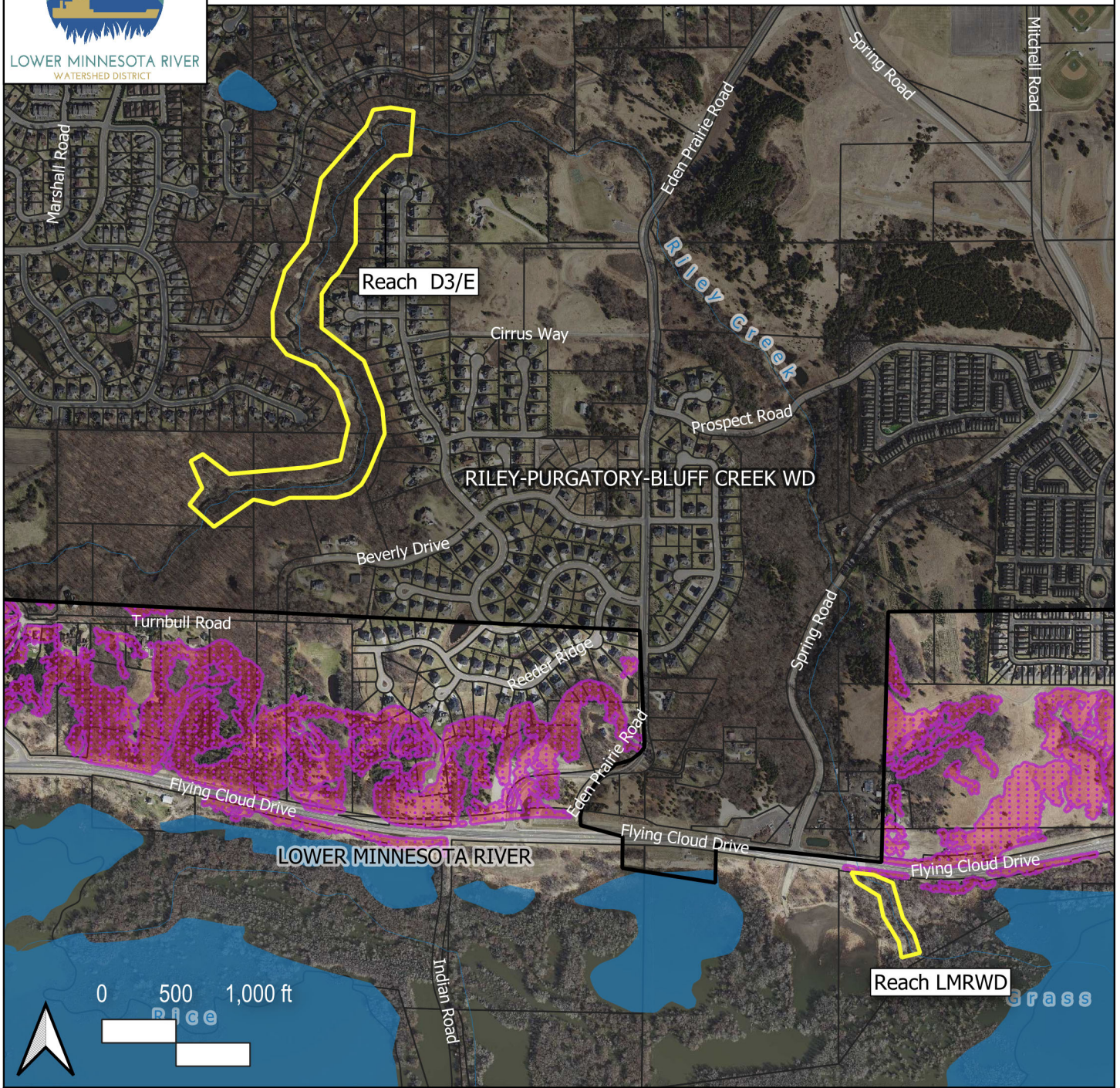
[Signature]
District counsel

EXHIBIT A
Lower Riley Creek Corridor (Reach E and D3) Enhancement Plan

EXHIBIT B
90 percent Complete Design and Plans for the Project



Figure 1: Lower Riley Creek Ecological Restoration Sites

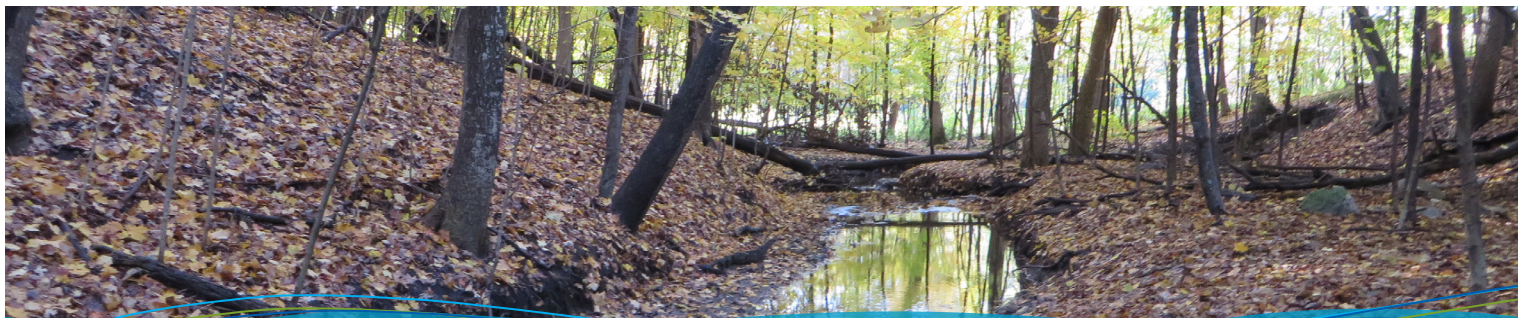


LEGEND

- Lower Riley Ck Ecological Restoration Sites
- Public Waterways
- Public Waters
- Hennepin Co. Parcel Data
- Steep Slopes Overlay District [SSOD]
- LMRWD Boundary
- RPBCWD
- County Boundaries

LMRWD Watershed Location Map

Young Environmental Consulting Group, LLC



Riley Creek

www.metrocouncil.org

ENVIRONMENTAL SERVICES

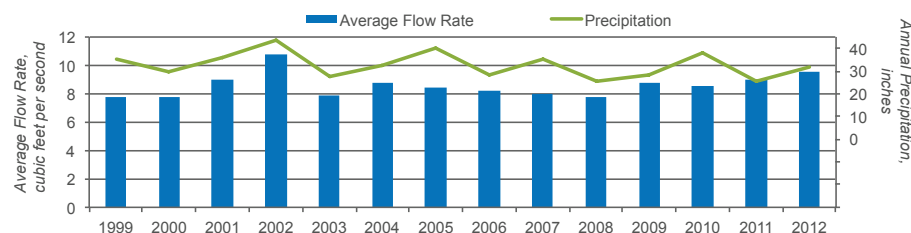
Riley Creek is located in the western metropolitan area. It begins at Lake Lucy in Chanhassen and runs through lakes, open land, urban areas and the Minnesota Valley National Wildlife Refuge before entering the Minnesota River.

Flow

Stream flow, or the rate of water flowing in a stream, affects aquatic life and the ecosystem. High flows can lead to flooding and erosion, and transport pollutants.

Riley Creek flows year-round due to groundwater and lake outflow. Its flow is also influenced by how much rain or snow has fallen in any given year. Since 2003, the average flow in Riley Creek is nearly 8.5 cubic feet-per-second. At that rate, it would take the creek a little more than 30 days to fill the Target Center in Minneapolis.

Riley Creek Annual Flows and Precipitation



Sediment

Sediment from poorly-managed construction sites, farm fields, or eroded stream banks and gullies can decrease the light available in streams and harm aquatic life. Another term for sediment is “total suspended solids.”

Riley Creek’s median sediment concentration is among the highest of the MCES-monitored streams in the Minnesota River basin, only lower than Sand and Bluff Creeks. These high sediment concentrations are probably due to streambank and ravine erosion in the steeper parts of the watershed. For the last ten years, Riley Creek carried an average of 2.5 million pounds of sediment to the Minnesota River. This amount of sediment would fill 75 15-ton dump trucks!

Nutrients

Nutrients, like nitrogen and phosphorus, are necessary for stream health. However, elevated nutrient levels, caused by materials like fertilizers, animal manure, pet waste or grass clippings, can cause excessive algae growth and harm aquatic wildlife, insects and fish.

Riley Creek has a lower nitrogen (measured as nitrate) level than the more agricultural streams monitored by MCES, but it is higher than the more urban streams in the Minnesota River basin. Phosphorus concentration in

FAST FACTS

Major river basin: Minnesota River

Water source: Lake outflow, groundwater, and surface water runoff

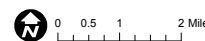
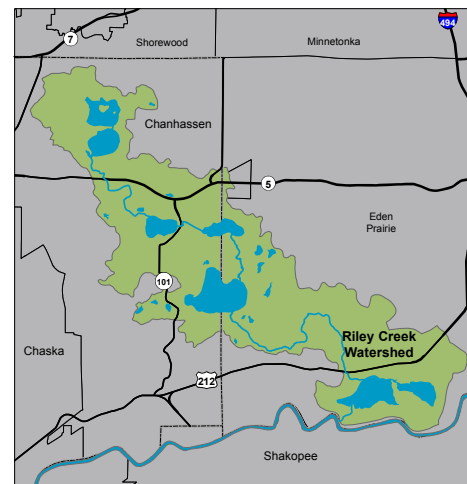
Length: 10 miles

Watershed area: 13.1 square miles

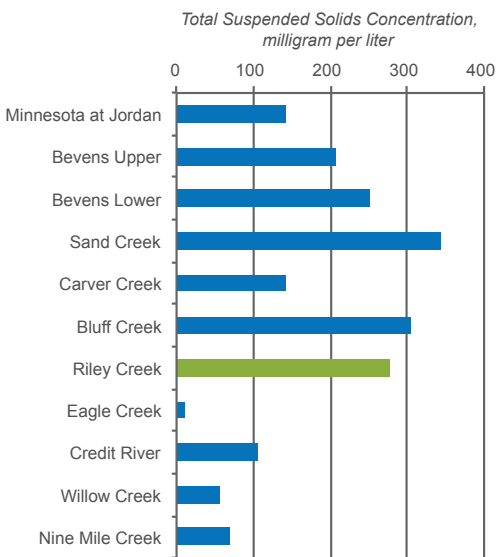
Watershed land use: Mixed urban land, open space, and wetlands

Cooperator organization: Eden Prairie

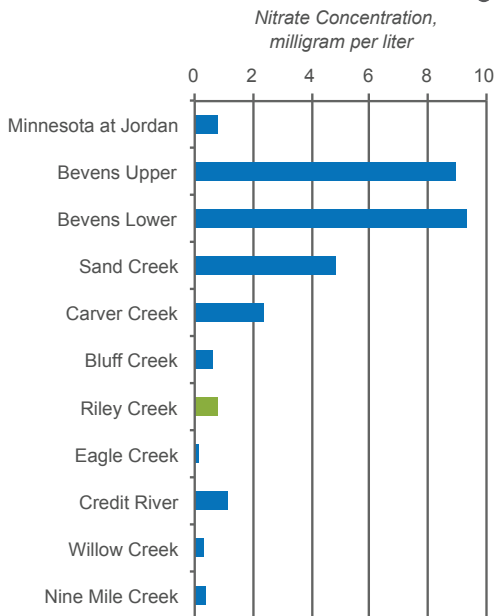
Year first monitored: 1999



Median Sediment Concentrations in the Minnesota River and Tributary Streams, 2003–2012



Median Nitrate Concentrations in the Minnesota River and Tributary Streams, 2003–2012



Riley Creek is also lower than the more agricultural streams, but higher than the more urban streams monitored by MCES in the Minnesota River basin.

Chloride

Chloride, one component of salt, is typically used for winter road, parking lot, and sidewalk maintenance and home water softening.

Riley Creek has a moderate concentration of chloride compared to other streams monitored by MCES in the Minnesota River basin.

Preserving our Creeks

The Riley-Purgatory-Bluff Creek Watershed District is the local governing body responsible for managing the Riley Creek watershed. They partner with private landowners, cities and Carver Soil and Water Conservation District to complete various improvement projects, including:

- Constructing chemical treatment systems to reduce phosphorus loads to Lakes Lucy and Susan
- Completing shoreland restoration on Lake Lucy
- Installing a winter aeration system on Rice Marsh Lake to control invasive carp populations
- Conducting herbicide treatments on Lakes Riley and Susan to control invasive plants, restore native plants, and reduce phosphorus loads
- Supporting the construction of stormwater best management practices

Is the Stream Improving?

Data analysis and computer modeling indicate that Riley Creek’s water quality has improved because the sediment and nitrate levels in the creek have decreased. However, the water quality has declined because phosphorus levels have increased. Since Riley Creek’s phosphorus and sediment levels are higher than the Minnesota River, the creek could potentially contribute to the degradation of the river.

Protecting the Region’s Water Resources

This work supports the regional policies established in the Metropolitan Council’s *Thrive MSP 2040* and *Water Resources Policy Plan* to collaborate with partners to promote the long-term sustainability and health of the region’s water resources, including surface water, wastewater and water supply.

For more information

About this fact sheet, contact Joe Mulcahy:
joe.mulcahy@metc.state.mn.us, 651-602-1104

About stream monitoring, contact Scott Haire:
scott.haire@metc.state.mn.us, 651-602-8747

Visit www.metrocouncil.org/streams for the full results of the Comprehensive Water Quality Assessment of Select Metropolitan Area Streams.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 4. F. - Authorize payment for 2020 Cost Share project at 4419 West Old Shakopee Road

Prepared By

Linda Loomis, Administrator

Summary

This Cost Share Project, located in Bloomington, was approved by the Board at the March 2020 Board meeting. The property owner, Aaron Sullivan completed the project and is requesting reimbursement. The project was complete in August; however Mr. Sullivan did not submit all the information necessary for reimbursement until February 10th. Plant material was purchased from private individuals, which reduced the cost of the plant material. I inspected the project in August and all the plants indicated on the invoices were planted. Mr. Sullivan did stay in touch with the District between completion of the project and request for reimbursement.

Mr. Sullivan, the property owner has requested reimbursement in the amount of the approved application; \$1,240.50.

Attachments

Excerpt from March 18, 2020 Board meeting minutes approving project
Cost Share application
Cost Share Worksheet and receipts
Cost Share Final Report

Recommended Action

Motion to authorize reimbursement in the amount of \$1,240.50

The Board asked about the time commitment. Administrator Loomis said BWSR indicated that participation would include at least one meeting per month.

Attorney Kolb asked if the SWCDs would be included. Administrator Loomis said that LeSueur and Rice County SWCDs organized the initial meeting and indicated that they intend to use the 1W1P as the water plan for those counties. Attorney Kolb explained what he has observed in other areas that have gone through the 1W1P process. He said the plan development starts with an agreement between all the parties involved with a BWSR template. He said the District needs to be careful about the details of any agreement. Attorney Kolb said the LMRWD should adopt resolution of intent to plan in support of the grant application.

The Board asked if staff thought participation would be a benefit to the LMRWD. Administrator Loomis said that it would benefit the LMRWD to be involved and suggested monitoring what's going on if they are not involved. President Hartmann said the LMRWD should indicate interest in the process, but not appoint a representative yet. He also said the District should not appoint a single representative but work together to cover the meetings. Attorney Kolb suggested the Board adopt a Resolution and what the Resolution would say.

Manager Raby made a motion to adopt resolution 20-04 Expressing and Intent to Participate in One Watershed Planning and Supporting a Planning Grant Application. 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.

Administrator Loomis said there are different options for the boundaries of 1W1P planning areas. She shared maps of the suggested options with the board. She noted that the question of boundaries is one of the first questions that the planning group will need to answer.

D. Metropolitan Area Watershed Based Funding

Administrator Loomis reminded the Board of how funding was distributed under the pilot program for the Watershed Based Funding. BWSR has decided for the next round of funding to distribute money along major watersheds rather than by counties. The LMRWD is now in Minnesota River North and Minnesota River South. She noted that under the pilot program the money was distributed within the counties based on the population and tax base. BWSR has said that kind of allocation will not be accepted under the new program. Each allocation area will have to look at projects and then prioritize projects that receive funding.

President Hartmann made a motion to appoint Administrator Loomis as the representative to the Metropolitan Area Watershed Based Funding convene meetings. The motion was seconded by Manager Frey. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann and Raby, the following voted against: None.

E. 2020 Cost Share Application

Administrator Loomis said the District received an application under the LMRWD cost share program from a resident from Bloomington. She noted that the goals of the project fit the program guidelines. She showed the site plans which include several rain gardens. The amount requested is \$1,240.50. Manager Raby noted the plant costs are rough estimates and suggested putting in a maximum amount and require that invoices be submitted for plant materials. Administrator Loomis noted that receipts are always requested before funding is reimbursed.

Manager Raby made a motion to approve the Cost Share application in an amount not to exceed \$1,240.50. The motion was seconded by Manager Frey. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann and Raby, the following voted against: None.



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost share grant application 2020

Application type (check one) Homeowner ___ Non-profit - 501(c)(3) ___ School
___ Business or corporation ___ Public agency or local government unit

Project type (check all that apply) Rain garden ___ Vegetated Swale ___ Infiltration Basin
___ Wetland restoration ___ Lake/creek/wetland buffer Conservation practice
___ Shoreline/bank stabilization ___ Pervious hard surface
___ Other _____

Applicant Information

Name of Organization or Individual Applying for Grant (to be named as Grantee):

Aaron Sullivan

Address (street, city and ZIP code):

- site: 4419 West Old Shakopee Rd, Bloomington, MN, 55437

Phone: 612-443-9102

Email address: malahan@gmail.com

Primary Contact (if different from above)

Name of Organization or Individual Applying for Grant (to be named as Grantee):

- mail to: Aaron Sullivan

Address (street, city and ZIP code):

8212 Quinn Rd Bloomington, MN, 55437

Phone: _____

Email address: _____

Project location

Address (street, city and ZIP code):

4419 West Old Shakopee Rd., Bloomington, MN, 55437

Property Identification Number (PID)

19-027-24-42-0026

Property Owners:

Aaron Sullivan

Project Summary

Title Rainwater sequestration native planting on high traffic intersection

Total Project Cost \$2,481

Grant amount requested \$1,240.50

Estimated start date May 15, 2020

Estimated completion date Oct 15, 2020

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

The neighborhood water drains to South Glen Playground, I believe.
It is visible on the location map

Project description:

Fifteen wildflower + two tree species, chosen for their outsized importance to wildlife, will be planted along a high-traffic street. The plantings will demonstrate a landscaping option which sequesters rain water, hosts wildlife, is carbon-positive, and is beautiful.

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

Project Details

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

- location map
- site plan & design schematic
- itemized budget or contractor bid
- project timeline
- proof of property ownership
- plant list & planting plan (if project includes plants)

Description

Describe the current site conditions, as well as site history, and past management

The site contains a mixture of soils: in some areas poor, red soil, in other areas, good brown or black soil. Sun exposure varies between the different garden beds planned for, from shade to nearly full sun.

All of the planned beds were previously mown to 2" in height, retained very little rainwater, hosted very little wildlife, and were polluted by fertilizers, pesticides, herbicides, and possible gas spills.

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

- Educate the public
- Filter rainwater
- Eliminate runoff/sequester rainwater
- Benefit wildlife
- Demonstrate low-carbon/carbon-positive landscaping
- Reproduce itself by sending seeds + plant offsets to other places in the watershed
- Cool the hot urban environment via shade from 2'-60' plants and via evaporative cooling from the same.

List other key participants and their roles (provide contact information for each partner and his/her expected contribution to the project)

Craigstad is an inexpensive + reliable source for native plants + labor.
Prairie Moon Nursery: stocks ca. 2,000 species of native plants, locally sourced in So. MN.
Reed; Elizabeth: suppliers of local native plants.
Caleb; Devlin: suppliers of labor. -> Phone numbers available upon request.

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

- 1. improve watershed resources
- 2. increase awareness of the vulnerability of watershed resources
- 3. increase familiarity with and acceptance of solutions to improve waters
- 4. Foster water resource stewardship

How does the project support the goals you checked?

1. The native plantings will sequester + filter rainwater; the larger plants can absorb large amounts of water during rainfall events.
- 2, 3, 4. The site is on a very busy street; on the opposite corner is a huge ornamental garden - these facts will draw the public's attention to a landscape which absorbs rainwater, benefits wildlife, and yet appears civilized with its single-species beds. Tours of the site will allow detailed elaboration on methods + benefits.

Project Details (continued)

Benefits Estimate the project benefits in terms of restoration and/or **annual** pollution reduction. If you are working with a designer or contractor, they can provide these numbers. If you need help contact the district Administrator.

Benefit	Amount
Water captures	7,045.5 gal/year
Water infiltrated	uncertain gal/year
Phosphorus removed	uncertain lbs/year
Sediment removed	uncertain lbs/year
Land restored	366 sq. ft.

Based on
 $366 / 1,000 \times 550 \times 35 = 7045.5$
 366 = sq footage
 31" avg annual rainfall } 35" annual rain
 4" rain from 5d snow }
 This is the first time I've calculated water capture.
 I can't be certain how accurate the # is.

How will you share the project results with your community?

I will host garden tours for Wild Ones and other groups which promote native plantings and water-retaining landscaping. As flowers bloom in bright yellow, white, purple, and crimson, hopefully people will see the large yet orderly patches, each of just one species, and

Are there other projects that could be initiated as a result of this one?

Other projects would definitely result from this one. Each of the wildflowers in question reproduces easily, as does the pagoda dogwood, and it's already a part of the overall plan that their offspring should establish themselves in places

Evaluation

How will the project be monitored and evaluated?

The homeowner will monitor and maintain the plantings. It is anticipated that each species is being employed at a fitting location, but should any fail to thrive there, other species can replace them in their assigned bed.

Maintenance agreement

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

Authorization

Name of landowner or responsible party Aaron Sullivan

Signature [Signature] Date 3-5-2020

Type or handwrite your answers on this form. Attached additional pages as needed
(For questions, contact Linda Loomis at Naiad Consulting@gmail.com or call 763-545-4659.)

Mail the completed application to: **Lower Minnesota River Watershed District**
 c/o Linda Loomis, Administrator
 112 E. Fifth St., Suite 102
 Chaska, MN 55318

or Email to: **Linda Loomis, Administrator**
 naiadconsulting@gmail.com

Location Map

Google Maps

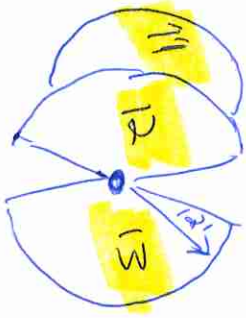
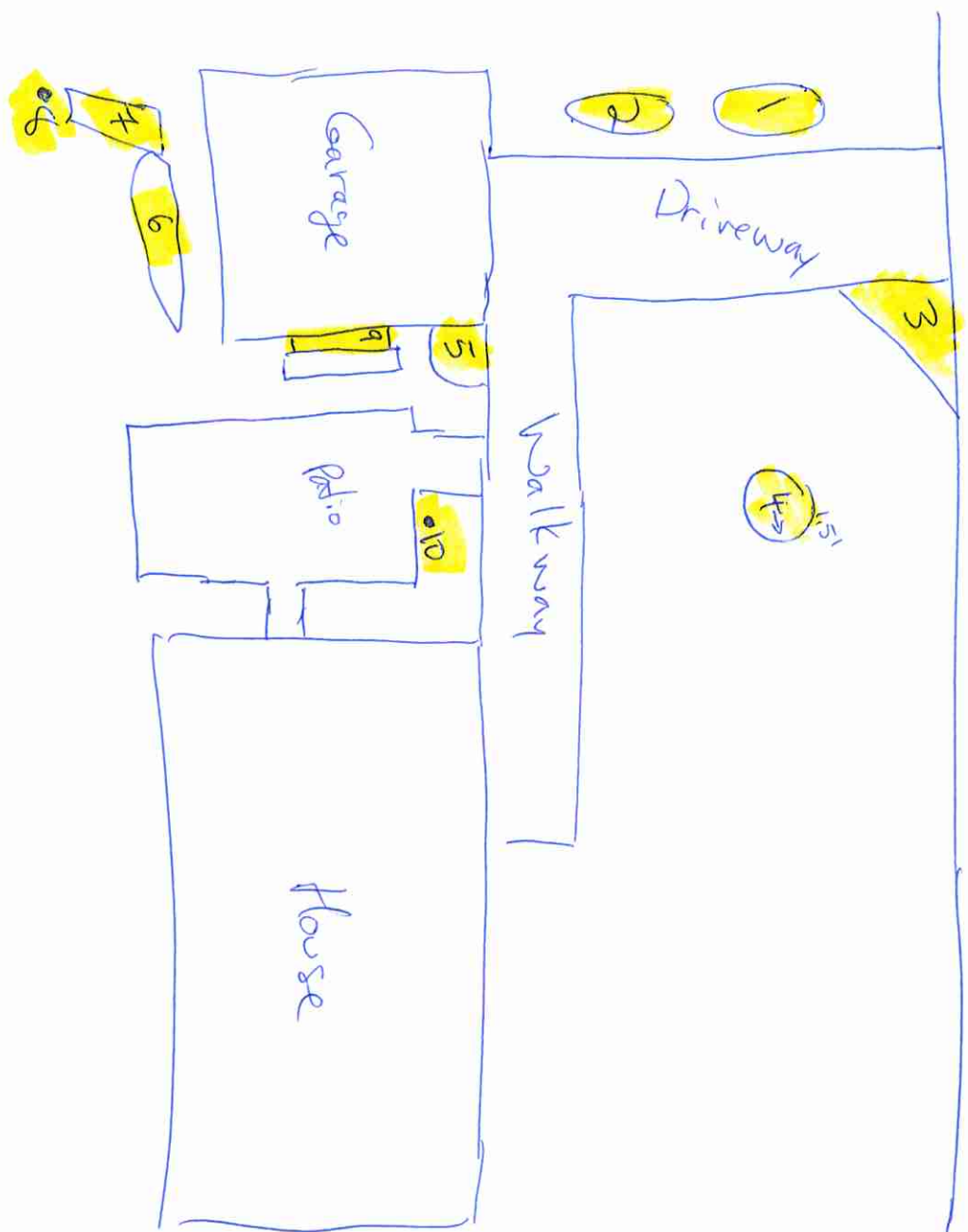


4419 West Old Shakopee Rd.

At the corner of West Old Shakopee Rd and Little Ave

Site Plan + Design Schematic

← Little Ave S →



Old Skatpee Rd →
Sidewalk

Plant List; Planting Locations for 4419 W. Old Shakopee Rd.

Species		Quantity	Location on Site Plan
Solomon's Seal	<i>polygonatum biflorum</i>	15	1
False Solomon's Seal	<i>smilacina racemosa</i>	15	2
or Starry False Solomon's Seal	<i>smilacina stellata</i>		
Bee Balm	<i>monarda didyma</i>	30	3
Anise-Hyssop	<i>agastache foeniculum</i>	10	4
Bergamot	<i>monarda fistulosa</i>	20	5
Cow Parsnip	<i>heracleum maximum</i>	30	6,9
Sweet Joe Pye Weed	<i>eupatorium purpureum</i>	15	7
Pagoda Dogwood	<i>cornus alternifolia</i>	1	8
Bur Oak	<i>quercus macrocarpa</i>	1	10
Cup Plant	<i>silphium perfoliatum</i>	15	11
Fiddlehead Fern	<i>matteuccia struthiopteris</i>	40	12,13
Cranesbill Geranium	<i>geranium maculatum</i>	96	14
Bigleaf Aster	<i>aster macrophyllum</i>	40	15
Sweet Black Eyed Susan	<i>rudbeckia subtomentosa</i>	10	16
Wild Senna	<i>senna hebecarpa</i>	10	17
Butterfly Weed	<i>asclepias tuberosa</i>	10	18
Narrow Leaved Mountain Mint	<i>pycnanthemum tenuifolium</i>	20	19

Notes on species:

Seventeen different species are to be planted, offering nectar in all seasons, as well as hosting caterpillars and providing shelter to insects.

The monarda species will draw hummingbirds to the yard, and the superlative charisma of those birds will encourage passers-by (of whom there will be many) to plant their own flowers.

Many species of butterfly are only able to reach maturity if there are specific species of plants available for them to munch on, as their larval stages are adapted to eat only that type of plant. We will host a variety of species.

Host species: Cow Parsnip -- Black swallowtail butterflies require plants in the wild carrot family as hosts.

Host species: Butterfly Weed -- Monarch butterflies require plants in the milkweed family as hosts.

Asters, Joe Pye weeds, cranesbill geraniums, black eyed Susans, milkweeds, and monardas are listed by Professor Douglas Tallamy as being among the most valuable forbs for butterflies. They are able to host 112, 42, 23, 17, 12, and 7 different species of lepidopterans respectively. The oak genus hosts a staggering 534 species.

https://enst.umd.edu/sites/enst.umd.edu/files/_docs/Table%201%20from%20Doug%20Tallamy%20Sheet1.pdf

Because the chicks of 96% of songbird species require insects as food to fledge, and because caterpillars represent the lion's share of of the meat they consume, the fact that these 17 species of plants can host a great range of lepidopteran species (moths and butterflies) is a great boon to the songbirds, whose numbers have fallen by roughly 50% in the last 50 years. (source: Douglas Tallamy's books and videos; also Carl Zimmer's 2019 article in the NY Times). A single chickadee chick requires over 9,000 caterpillars in order to reach maturity, for example.

Some Latin species names are being changed as genetic testing reveals more accurately the relations among species within a family or genus of plants. The names used above have been in common use for decades, and may not reflect the very latest newly assigned genus and species names.

Project Timeline; Itemized Budget for 4419 W. Old Shakopee Rd.

Project Timeline

Estimated Start Date: May 15, 2020

Estimated Completion Date: October 15, 2020

-If the ground thaws earlier, work can begin earlier.

-If all work can be completed in the spring, it will be; some plantings can be conducted in fall if need be.

-Turf grass will need to be eliminated and roots removed; soil will need to be amended in certain locations so as to create a water-retaining loam; plants must be planted and mulched.

Itemized Budget

48 hours' labor	\$576.00
378 plants from plant list:	\$1905.00
Total:	\$2481.00

Homeowner contribution: \$1240.50

Watershed District contribution: \$1240.50

Budget Notes

Plants and labor from Craigslist to be used in order to maximize 'the bang for the buck'.

Craigslist often offers native plants with more root and at lower prices than do nurseries.

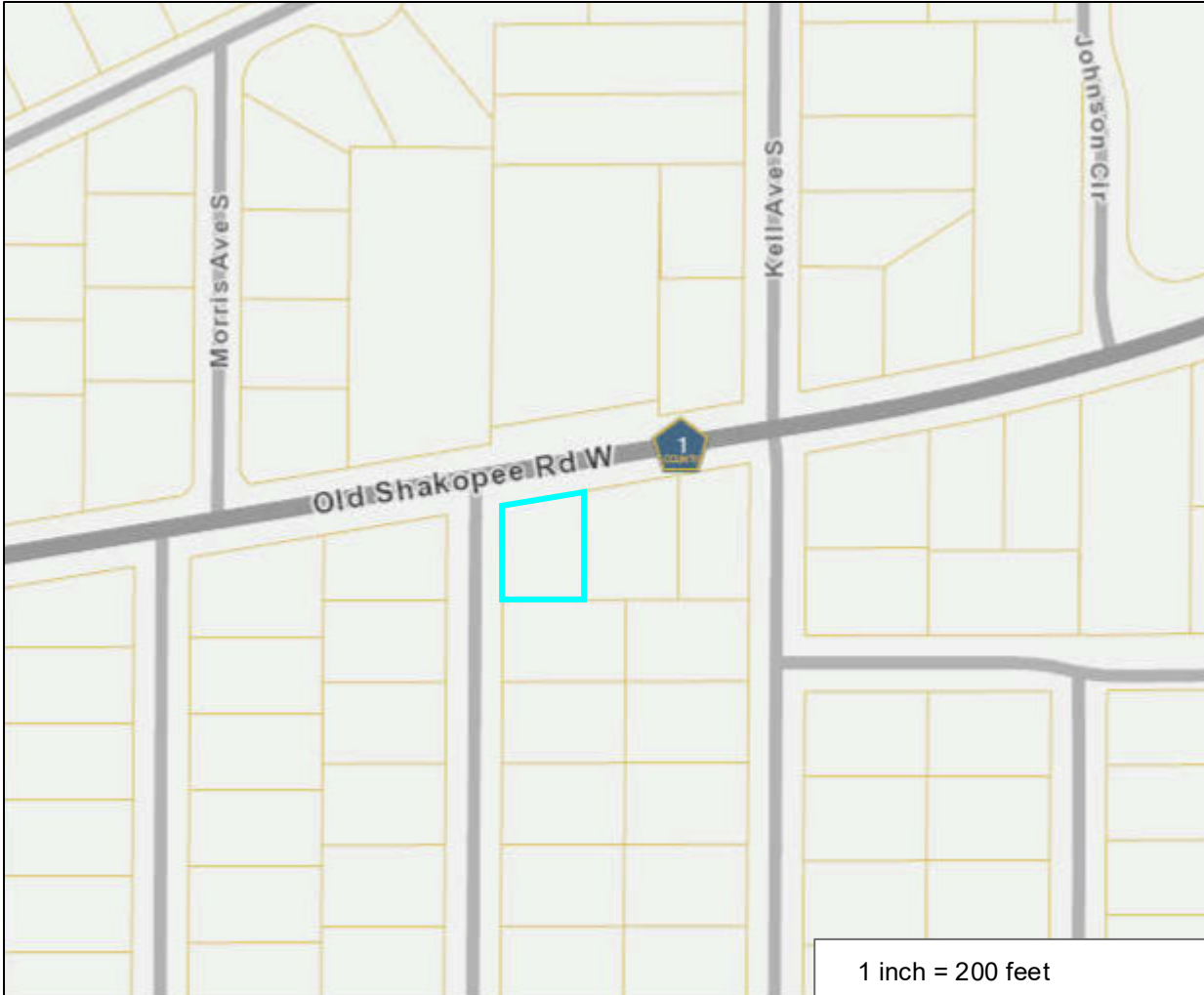
See Plant list for quantity and location of specific species; \$5 per plant is budgeted.

17 species of plants are to be used.



Hennepin County Property Map

Date: 3/11/2021



PARCEL ID: 1902724420026

OWNER NAME: Aaron M Sullivan

PARCEL ADDRESS: 4419 Old Shakopee Rd W,
Bloomington MN 55437

PARCEL AREA: 0.22 acres, 9,624 sq ft

A-T-B: Abstract

SALE PRICE: \$205,000

SALE DATA: 09/2016

SALE CODE: Warranty Deed

ASSESSED 2020, PAYABLE 2021
PROPERTY TYPE: Residential
HOMESTEAD: Non-Homestead
MARKET VALUE: \$229,900
TAX TOTAL: \$2,915.26

ASSESSED 2021, PAYABLE 2022
PROPERTY TYPE: Unavailable
HOMESTEAD: Unavailable
MARKET VALUE: Unavailable

Comments:

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

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COUNTY 2021

2020 Cost Share Worksheet

Labor Costs (Contractors, Consultants, In-Kind Labor)

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from LMRWD	Matching/In-Kind Funds	Total
Property owner Aaron Sullivan	preparing and planting	48	\$ 12.00		\$ 576.00	\$ 576.00
Total:				\$ -	\$ 576.00	\$ 576.00

Project Materials

Material description	Unit Cost	Total # of Units	Requested funds from LMRWD	Matching/In-Kind Funds	Total
Bur Oak from Outback Nursery	\$ 21.45	1	\$ 21.45		\$ 21.45
Plant material from D. Johansson	\$ 5.00	231	\$ 589.05	\$ 664.50	\$ 1,253.55
Plant material from M. Kenneday	\$ 5.00	105	\$ 525.00		\$ 525.00
Plant material from E. Hamilton	\$ 5.00	21	\$ 105.00		\$ 105.00
					\$ -
		358			
Total:			\$ 1,240.50	\$ 664.50	\$ 1,905.00

Total Requested Funds from LMRWD*:	\$ 1,240.50 (A)
Total Matchin/In-Kind Funds:	\$ 1,240.50 (B)
Project Total:	\$ 2,481.00 (C)

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

Printed: 6/15/2020 1:22:44 PM
Store: 1
Workstation: 7

Sales Receipt #11203
6/15/2020
Cashier: Tor
Page

Customer Copy



Out Back Nursery, Inc.
15280 110th Street So. Hastings MN 55033
Ph: (651) 438-2771 Fax: (651) 438-3816
www.outbacknursery.com

Bill To:
Aaron Sullivan
8212 Quinn Rd
Bloomington, MN 55437

Description 1	Attribute	Size	Orig Price	Disc %Type	Qty	Price	Ext Price	Tax
Roundleaf Dogwood	15-18"	02	\$28.00		1	\$28.00	\$28.00	T
Sweet Fern	15-18"	02	\$28.00		1	\$28.00	\$28.00	T
Bur Oak	3-4"	02	\$21.45		1	\$21.45	\$21.45	T
Glossy Black Chokeberry	15-18"	02	\$21.45		2	\$21.45	\$42.90	T
Bitternut Hickory	6-9"	01	\$16.45		1	\$16.45	\$16.45	T

Subtotal: \$136.80
Tax 7.13 % Tax + \$9.75
RECEIPT TOTAL: \$146.55

Credit Card: \$146.55 XXXX6556 Visa
Reference # 2000002327

Expiry Date: XX/XX Auth=06957D
Entry: Swiped Merchant #***29618

Signature _____
I agree to pay above amount according to card issuer
agreement (merchant agreement if credit voucher).

PLEASE RETAIN FOR YOUR RECORDS
It is an honor and a privilege to serve you.



11203



Linda Loomis <naiadconsulting@gmail.com>

(no subject)

1 message

Aaron Sullivan <amalahans@yahoo.de>
To: "naiadconsulting@gmail.com" <naiadconsulting@gmail.com>

Thu, Feb 25, 2021 at 2:27 PM

Linda,
This should be the last of my receipts from the 2020 planting at 4419 West Old Shakopee.
~Aaron

----- Weitergeleitete Nachricht -----

Von: D Johansson <octopusinkfoot@hotmail.com>

An: aaron sullivan <amalahans@yahoo.de>

Gesendet: Freitag, 12. Februar 2021, 19:39:29 GMT-6

Betreff:

Aaron,

Here's the other receipt from last spring.

15 Solomon Seal
40 Fiddlehead ferns - aren't ferns the best?
96 Cranesbill geraniums
40 Bigleaf aster
24 Cow parsnips
15 Sweet Joe pye weed
1 Pagoda dogwood - did you know that the dogwood is the state flower of Virginia?

231 @ \$5 per - \$1155.

Thanks again!

D



Linda Loomis <naiadconsulting@gmail.com>

Fw: Plant receipt

1 message

Aaron Sullivan <amalahans@yahoo.de>
To: Linda Loomis <naiadconsulting@gmail.com>

Wed, Feb 10, 2021 at 9:00 AM

Linda,
Here is a receipt from Michaela Kennedy.
I am forwarding you her email.
~Aaron

----- Weitergeleitete Nachricht -----

Von: michaela kennedy <michaela.humphrey@hotmail.com>
An: Aaron Sullivan <amalahans@yahoo.de>
Gesendet: Sonntag, 31. Januar 2021, 18:16:03 GMT-6
Betreff: Plant receipt

Hello Aaron,

Thank you for your business. Here is the receipt for your order.

30x Bee balm / monarda didyma
10x Anise Hyssop / agastache foeniculum
20x bergamot / monarda fistulosa
15x cup plant / silphium perfoliatum
10x sweet black eyed susan / rudbeckia
10x wild senna / senna hebecarpa
10x narrow leaved mountain mint / pycnanthemum tenuifolium

I hope to do business with you going forward. The total was \$525.00

Please let me know if there is anything I can assist you with further.

Thank you,

Get [Outlook for iOS](#)

January 28, 2021

To: Aaron Sullivan

From: Elizabeth Hamilton (Hamilton Gardens)

This document outlines the native plants you bought from me this past summer. All plants were \$5.00 per plant.

40 Sundrop (*Oenothera fruticosa*)

15 False Solomon's Seal (*Maianthemum racemosum*)

6 cow parsnip (*Heracleum maximum*)

Total plants sold-61

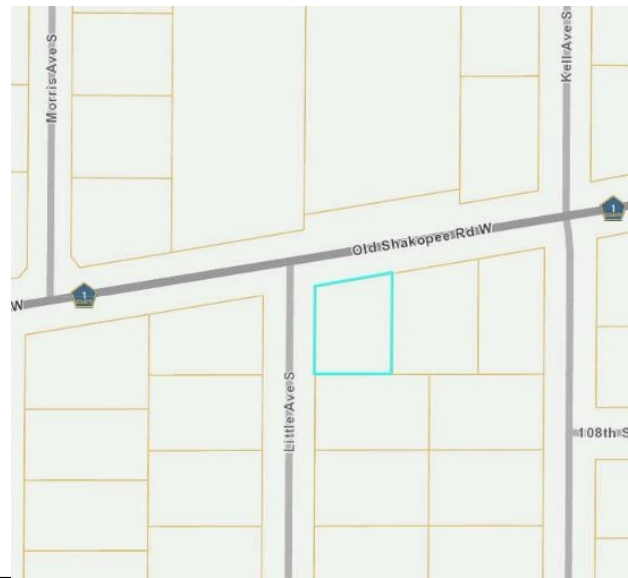
Total cost-\$305.00

Thank you for your business.

4419 West Old Shakopee Road - Sullivan 2020 Cost Share

Bloomington

Cost Share number 2020-CS-2



Project Status | Complete

The Board of Managers approved this project at the March 2020 meeting. This project consisted of multiple rain gardens on the property. Plots were situated at locations on the property that receive water from roof downspouts, sidewalks and the driveway.

The project completion date was completed in August of 2020.

Project Description

The Lower Minnesota River Watershed District received this application in early 2020. The Board approved the application at the March 2020 Board of Managers meeting. The property owner prepared multiple beds that be planted with native plants.

The beds were located near downspouts from the roof or in low spots in the yard. LMRWD staff inspected the project with the property owner in August. The project was completed in accordance with the plans submitted with the application. Some of the beds were shifted slightly from locations shown in the site drawing that was included as part of the application. The shifts were made to improve the amount of sunlight received..

The property owner did all of the work himself and used plants that he purchased from other gardeners. This reduced the cost of the plant material significantly. 358 plants were installed for this projects. All plants are native to the area and will attract pollinators.

LMRWD staff will visit the site again this summer.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 5. A. - Presentation of 2020 monitoring results & approval of 2021 Monitoring, Technical & Education services

Prepared By

Linda Loomis, Administrator

Summary

Jon Utecht and Troy Kuphal of the Scott County Soil & Water Conservation District, will join the meeting to present the results of the sampling and testing conducted in 2020 on behalf of the LMRWD.

An agreement for 2021 monitoring, technical and education services is attached for the Board's review and approval.

Attachments

Agreement between the Lower Minnesota River Watershed District and the Scott Soil and Water Conservation District for Monitoring, Technical, Education and other conservation services

Recommended Action

Motion to approve Agreement between the Lower Minnesota River Watershed District and the Scott Soil and Water Conservation District for Monitoring, Technical, Education and other conservation services

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

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

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

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

1. TERM

This Contract shall be in effect as of January 1, 2021, notwithstanding the dates of the signatures of the parties, and shall continue through December 31, 2021, unless earlier terminated by law or according to the provisions herein.

2. CONTRACTOR'S OBLIGATIONS

The LMRWD hereby contracts with the SSWCD to provide services related to monitoring (water quality, thermal and well), technical assistance and cost share, education, and other engineering, technical and administrative services, as set forth in Attachment 1 - 2021 Statement of Work.

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

3. PAYMENT

3.1 Invoicing. The SSWCD will invoice the LMWRD on a time and materials basis. The maximum amount for which the SSWCD may invoice the LMRWD under this Agreement shall be \$40,450, unless otherwise authorized in advance by the LMRWD Administrator. As set forth in Attachment 1, monitoring services shall not exceed \$29,400; landowner technical assistance and cost share shall not exceed \$6,200, education services shall not exceed \$4,100; and other technical and administrative services shall not exceed \$750. The SSWCD shall not invoice the LMRWD for any additional or other time or materials without prior authorization by the LMRWD Administrator.

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

Administrative Assistant	\$57
Resource Conservation Technician	\$62
Natural Resources Specialist; Water Resources Specialist; Ag Programs Specialist; Outreach and Education Specialist	\$67
Resource Conservationist I; Finance and Accounting Specialist	\$72
Resource Conservationist II	\$77
District Manager	\$85

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

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

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

4. COMPLIANCE WITH LAWS/STANDARDS

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

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

5. INDEPENDENT CONTRACTOR STATUS

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

6. SUBCONTRACTING

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

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

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

7. INDEMNIFICATION

Each party to this Contract shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. Each party hereby agrees to indemnify, hold harmless and defend the other, its officers, employees or agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other party, its officers, employees or agents, may sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its officers, employees or agents, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract. Minn. Stat. Ch. 466 and other applicable laws shall govern the liability of the LMRWD.

8. INSURANCE

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

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

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

9. FORCE MAJEURE

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

10. OWNERSHIP, COPYRIGHTS AND FUTURE USE OF WORK PRODUCT

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

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

11. TERMINATION

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

12. CONTRACT RIGHTS/REMEDIES

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

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

13. AUTHORIZED REPRESENTATIVES

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

To the SSWCD:

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

To the LMRWD:

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

14. LIAISON

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

SSWCD Liaison:

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

LMRWD Liaison:

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

15. MODIFICATIONS

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

16. SEVERABILITY

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

17. MERGER

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

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

- Attachment 1 – 2021 STATEMENT OF WORK

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

FOR LOWER MINNESOTA RIVER WATESHED DISTRICT

By: _____
Board Chair

Date: _____

FOR SCOTT SOIL AND WATER CONSERVATION DISTRICT

By: _____
Rob Casey, Board Chair

Date: _____

ATTACHMENT 1: 2021 STATEMENT OF WORK

This Statement of Work (SOW) is made pursuant to and governed by the approved 2021 Contract for Services between Lower Minnesota Watershed District (“LMRWD”) and Scott Soil & Water Conservation District (SSWCD), and defines the specific monitoring, education, technical assistance, and other related services the SSWCD will provide to the LMRWD in connection with said Contract for Services.

Task I. **Monitoring (\$29,400)**

Scope of Work

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

A. Eagle Creek Water Quality and Flow Monitoring (\$7,600)

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

B. Eagle Creek Thermal Monitoring (\$2,900)

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

C. Eagle Creek –Chlorides Monitoring (\$7,400)

- Bi-weekly and event grab samples
- Lab analysis costs
- Data management and analysis
- Includes continuing monitoring per approved 2018 project proposal

D. Water Quality and Flow – Dean Lake (\$6,900)

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

E. Well Monitoring (\$2,300)

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

F. Reporting (\$2,300)

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

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

Scope of Work

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

A. Technical Assistance (\$4,000)

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

B. Cost Share (\$2,200)

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

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

Scope of Work

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

A. Raingarden Workshop

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

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

B. SCWEP Activities

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

C. Other Education Activities

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

Task IV. Other Services (\$750)

Scope of Work

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

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



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 5. B. - Authorize 2021 Cost Share Project for Jefferson High School Earth Corps

Prepared By

Linda Loomis, Administrator

Summary

An application for a rain garden was received from the Earth Corps at Jefferson High School in Bloomington. The City of Bloomington is providing technical assistance for the project. The Earth Corps has also informed the City's Sustainability Commission, which is supportive of the project.

I met with the three students of the Earth Corps, the Club's Advisor, Elizabeth Erdmann and Jack Distel, Water Resource Specialist for the City of Bloomington to discuss what the District expects from the Cost Share program. The biggest impediment to the project was the long term maintenance of the project, since the members of the Jefferson Earth Corps were mostly seniors and would not be students able to see that maintenance continued. The Earth Club has worked with the school district to overcome the long-term maintenance obstacle, by getting other High School clubs involved and working with the school's maintenance staff. The only thing missing from the application is the signature of the Jefferson High School Principal, who is waiting to hear from the school's legal counsel before signing.

The cost share worksheet shows the total requested funds is \$100 more than the match. This has not been discussed with the applicant; however, the LMRWD can approve a maximum grant amount of \$3,200 which would make the grant and the match equal.

Staff recommends approving the Cost Share application for a maximum amount of \$3,200 and contingent upon the application being signed by an authorized person.

Attachments

2021 Cost Share application by Earth Corps for Unity Garden at Jefferson High School

Cost Share Worksheet

Bloomington Public School's criteria for proposed landscaping project dated March 2021

Additional Document #1; supplement to application

Recommended Action

Motion to approve Cost Share application by Jefferson High School Earth Corps for Unity Garden for a maximum amount of \$3,200, contingent upon application being signed by an authorized person



Application type (check one) ___ Homeowner ___ Non-profit - 501(c)(3) X School
___ Business or corporation ___ Public agency or local government unit

Project type (check all that apply) X Raingarden X Vegetated Swale ___ Infiltration Basin
___ Wetland restoration ___ Lake/creek/wetland buffer X Conservation practice
___ Shoreline/bank stabilization ___ Pervious hard surface
X Other Native/pollinator garden, natural learning space

Applicant Information

Name of Organization or Individual Applying for Grant (to be named as Grantee):

Bloomington Jefferson High School Earth Corps (student environmental club)

Address (street, city and ZIP code):

4001 W 102nd St, Bloomington, MN 55437

Phone: 952-806-7600 Email address: _____

Primary Contact (if different from above)

Name of Organization or Individual Applying for Grant (to be named as Grantee):

Elizabeth Erdmann (Club Advisor), Yanyan Zeng (Club President)

Address (street, city and ZIP code):

Phone: 952-806-7820 Email address: eerdmann@isd271.org

(and/or
zengx210@gmail.com)

Project location

Address (street, city and ZIP code):

4001 W 102nd St, Bloomington, MN 55437

Property Identification Number (PID)

19-027-24-11-0014

Property Owners:

Independent School District 271 Category: Commercial, Exempt

Project Summary

Title Earth Corps Unity Garden

Total Project Cost \$6,400 Grant amount requested \$3,250 (50.78% of total)

Estimated start date 3/1/2021 Estimated completion date 10/1/2022 (actual installation will be completed by end of '21)

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

Project description:

In alignment with Earth Corps' goals of benefitting wildlife, combating climate change, and encouraging the community to live more sustainably, the club created the Unity Garden project. The Unity Garden is a native plant, rain, and pollinator garden at Jefferson High School designed to bring together individuals, organizations, and businesses from both inside and outside the school. The Garden will have a variety of natural benefits, including water filtration and carbon sequestration. Long-term maintenance of the garden will be done in collaboration between Earth Corps members, other school organizations, and members of the community.

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

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

Project Details

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> location map | <input checked="" type="checkbox"/> project timeline |
| <input checked="" type="checkbox"/> site plan & design schematic | <input type="checkbox"/> proof of property ownership (May not be available. School is looking into this request) |
| <input checked="" type="checkbox"/> itemized budget or contractor bid | <input checked="" type="checkbox"/> plant list & planting plan (if project includes plants) |

Description

Describe the current site conditions, as well as site history, and past management

For decades, the grounds of Jefferson High School have been covered in many acres of turf grass and a few ornamental plants that provide little value to wildlife. Our proposed garden site is located at the bottom of a small hill where water will naturally flow during a rain event. Snow is often piled at the top of the hill during the winter, and the melted remains tend to form a puddle in this area in the spring. The area is currently maintained by Jefferson High School's Buildings and Grounds department.

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

We were not able to fit our response in the given space. Please see "Additional Document #1" for our response.

List other key participants and their roles (provide contact information for each partner and his/her expected contribution to the project)

We were not able to fit our response in the given space. Please see "Additional Document #2" for a list of other key participants.

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

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

How does the project support the goals you checked?

The Unity Garden, located in the Lower Minnesota River Watershed District, will have native plants to help filter out pollutants that would otherwise end up in storm drains and eventually, the river. Earth Corps, as well as the Jefferson Science Department, will also use the garden to educate people about the vulnerability of watershed resources, the solutions for improving waters, and proper water resource stewardship. Students and community members will be able to observe firsthand how rain gardens help save water and keep it clean.

Project Details (continued)

Benefits Estimate the project benefits in terms of restoration and/or **annual** pollution reduction. If you are working with a designer or contractor, they can provide these numbers. If you need help contact the district Administrator.

Benefit	Amount	
Water captures	0	gal/year (water flows over the swale but is not captured)
Water infiltrated	2,314,000	gal/year
Phosphorus removed	0.2	lbs/year
Sediment removed	58.5	lbs/year
Land restored	2600	sq. ft. (area of the garden)

How will you share the project results with your community?

We will measure the Unity Garden's benefits to soil, water, and pollinator ecosystems through visual observation and data collection. Results will be shared through the Earth Corps website, Instagram account (@jhs.earthcorps), and the JHS news show (S.P.O.T.S). Earth Corps leaders will also be in regular contact with school administration, supporting organizations, the Sustainability Commission, and the City of Bloomington to give updates about the garden and its environmental impact.

Are there other projects that could be initiated as a result of this one?

The central rain/pollinator/native garden is Phase I of our multi-stage Unity Garden project. Phase II would involve the addition of a community vegetable garden (see garden design for details) to help improve nearby residents' access to fresh food and further unite the community. Phase III would include an amphitheater for outdoor classes and a colorful mural that represents the sense of togetherness that the garden will bring. We also hope to assist the environmental club at Kennedy High School with implementing a garden of their own.

Evaluation

How will the project be monitored and evaluated?

Earth Corps members, other student organizations, and community volunteers will be regularly involved in monitoring the health of the garden and doing necessary maintenance. Jefferson's National Honor Society (volunteer organization) has also agreed to partner with Earth Corps for planting and maintenance this year and we expect this to continue for many years into the future. About eight members of Oak Grove Presbyterian Church have also expressed interest in regular garden maintenance. We also plan to hire Andy Scott from Rewild MN during the following growing season for further monitoring and will consult with Jack Distel if needed. Earth Corps will conduct surveys throughout the year to evaluate the garden's social impact and will observe any changes in plant life, animal life, or water behavior.

Maintenance agreement

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

Authorization

Name of landowner or responsible party Jaysen Anderson

Signature _____ Date 3/10/2021

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

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

Mail the completed application to:

or Email to:

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

Linda Loomis, Administrator
naiadconsulting@gmail.com

Labor Costs (Contractors, Consultants, In-Kind Labor)

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from LMRWD	Matching/In-Kind Funds	Total
Jack Distel, City of Bloomington Water Specialist	Admin	10	\$50		\$500	\$ 500 -
Earth Corps Members	Site prep labor	10			\$650	\$650
Andy Scott, ReWild MN	Garden design and budget				\$500	\$500
Andy Scott, ReWild MN	Plant installation	20	\$65		\$1,300*	\$1,300
Andy Scott, ReWild MN	Professional maintenance	10	\$65	\$450	\$200*	\$650
Total:				\$ 450 -	\$3,150 -	\$ 3,600 -

Project Materials

Material description	Unit Cost	Total # of Units	Requested funds from LMRWD	Matching/In-Kind Funds	Total
Plants (full list with quantities available)	Varies	606	\$2,800		\$ 2,800 -
					\$ -
					\$ -
					\$ -
					\$ -
Total:			\$2,800 -	\$ 0 -	\$ 2,800 -

Total Requested Funds from LMRWD*:	\$ 3,250**-	(A)
Total Matchin/In-Kind Funds:	\$ 3,150 -	(B)
Project Total:	\$ 6,400 -	(C)

*We hope to receive these funds through a grant from the Audubon Society of Minnesota.

**50.78% of the project total

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



Criteria for Proposed Landscaping Projects March 2021

The goal and responsibility of the district's Buildings and Grounds Department is to ensure our facilities and grounds are well maintained resulting in an exemplary display that's perceived favorably from a public perspective. Provided criteria is intended to preserve this high aesthetic standard. The following are required as appropriate to the project.

- 1) 10-yr plan committing sustainable long-term resources to maintain the planting. Provide written statements from active participants and outside entities highlighting their commitment to annually care for the landscape improvement to:
 - a) establishing plants, typically a two year commitment on an every other day basis - plant and weather dependant
 - b) weed pulling as needed
 - c) remove trash and debris as needed
 - d) replace mulch in void areas or if erosion is evident
 - e) inspect plants and shrubs to evaluate their health
 - f) remove any dead or severely diseased plants or shrubs
 - g) replace plants and shrubs as necessary

Semi-annual care:

- h) inspect and remove any sediment and debris build-up
- i) cut back and remove previous year's plant material and remove accumulated leaves, if needed
- j) if a rain garden check to ensure water is infiltrating within 48 hours of a rain event

Every 3-5 year care:

- j) replace and or add mulch to a depth of 3-4"

2) Site diagram (Required)

- a) placement measurements
- b) dimensions
- c) topography indicating direction of surface runoff
- d) plantings

3) Finance plan

- a) identify all initial funding sources including reserve plan if over budget

- b) financial commitment to replace plants, shrubs, and mulch as necessary

4) Terms and conditions

- a) All proposed projects must be submitted to Building and Grounds department to determine if proposal fits the current Master Facility Plan
 - i) If a proposal doesn't fit in plan, it will be denied
 - ii) Denied plans may be held for consideration when the Master Facility Plan is updated
 - iii) Master Facilities plans are usually updated in combination with the District Strategic Plan.
- b) Grant recipients hold an obligation to resurrect in another location if the landscape improvement becomes displaced from other site improvements
- c) grant recipients hold an obligation to resurrect in another location if the landscape improvement becomes displaced from other site improvements
- d) If criteria above is not adhered to, the district reserves the right to remove and restore back to its previous condition
 - i) The District will help coordinate compliance to criteria but won't be providing resources for maintaining compliance

Please contact Tim Rybak 952.806.8766 or Rod Zivkovich 952.681.6433 if you have any questions about these guidelines.

Additional Document #1: Responses to “What are the project objectives and expected outcomes?”

OBJECTIVES AND OUTCOMES:

1. **Improve our school’s natural environment and our community’s watershed resources.**
 - a. The garden will be a habitat for native plants, birds, butterflies, and pollinators. It will keep the soil and water healthy by absorbing and filtering pollutants, reducing erosion, and increasing the soil’s capacity to store water with deep-rooted plants.
2. **Raise awareness about climate change, natural ecosystems, and indigenous lands.**
 - a. In addition to using the garden to educate our own members about these subjects, we will promote the incorporation of the garden into Science, History, English, Physical Education, Art, Technical education, and other curriculums.
3. **Create initiatives that reduce Jefferson High School’s carbon footprint.**
 - a. Building a garden will act as a carbon sink and create habitats for pollinators that are impacted by climate change.
4. **Create an opportunity for Jefferson High School students and staff, community members, local organizations, and businesses to unite over our project.**
 - a. Many different parties will be involved in the enjoyment and maintenance of the garden. Individuals who enjoy the mental and emotional benefits of the garden will be motivated to be involved in keeping it healthy.
5. **Provide students with disabilities, including those in the Special Education Department at Jefferson High School, with the mental and physical health benefits of the garden.**
 - a. The garden can be a helpful environment for students who have sensory needs or would like to spend time outdoors.

Jefferson High School Earth Corps Unity Garden - Project Timeline, 2021-2022

2021

February-April:

- Apply for and receive grant funding
- Reach out to community members, environmental organizations, and local businesses for financial and volunteer support
- Solidify site preparation, planting, and maintenance plans with school administration

May:

- Begin site preparation, either by mulch-smothering or sod-cutting
- Recruit school groups and community members to perform manual labor

June-August:

- Planting: Earth Corps members, other school groups, community volunteers, and youth organizations will meet periodically on-site. We plan to receive guidance from Andy Scott (the garden designer) and Jack Distel (the City of Bloomington Water Specialist)
- Maintenance: several individuals and groups from both within and outside the school have expressed interest in helping to maintain the garden after it is planted. We also plan to hire Andy Scott for occasional professional check-ins to ensure that everything is running smoothly.

September-December:

- (Tentative) Hold a dedication ceremony
- Continue maintenance
- Recruit additional school volunteers
- Set up a survey to collect community feedback on the garden
- (Tentative) Organize a fundraiser for further professional maintenance of the garden

2022

January-April:

- Prepare for spring growing season
- Recruit more volunteers and students
- (Tentative) Begin planning for phase 2, which could include a community/vegetable garden

May:

- (Tentative) Plant additional bulbs
- Spring maintenance (weeding, watering, etc.)

June-August:

- Continue maintenance



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 5. C. - Authorize 2021 Cost Share project for 11300 Goodrich Road, Bloomington

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD received a 2021 Cost Share application for a project at 11300 Goodrich Road, Bloomington. The homeowner, Judi Ali-Sinner, is planning to prepare and plant a rain garden at her home. The applicant also plans to purchase and install a rain barrel. The applicant plans to do all the work preparing the site and planting the garden. The applicant has asked for the minimum amount under the program of \$500. The application is attached, along with other documents she has submitted.

The applicant needs to provide more detail regarding the location for the rain garden on her property and the amount of match to be provided by the homeowner. Valuing the volunteer labor at \$12.00/hour would require the home owner to spend 42 hours preparing and planting. Staff recommends that the Board authorize the project for an amount not to exceed \$500.

I have not visited the site, but will do so before the homeowner begins the project.

Attachments

2021 Cost Share application for 11300 Goodrich Road

Raingarden plans and cost estimate

email from homeowner with pictures of property

Location map

Recommended Action

Motion to authorize 2021 Cost Share project for 11300 Goodrich Road for an amount not to exceed \$500



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

Project type (check all that apply) Raingarden Vegetated Swale Infiltration Basin
 Wetland restoration Lake/creek/wetland buffer Conservation practice
 Shoreline/bank stabilization Pervious hard surface
 Other _____

Applicant Information

Name of Organization or Individual Applying for Grant (to be named as Grantee):

Judi-Anne Ali-Sinner

Address (street, city and ZIP code):

11300 Goodrich Rd., Bloomington, MN 55437

Phone: 612-839-7385 Email address: judiali@yahoo.com

Primary Contact (if different from above)

Name of Organization or Individual Applying for Grant (to be named as Grantee):

Address (street, city and ZIP code):

Phone: _____ Email address: _____

Project location

Address (street, city and ZIP code):

11300 Goodrich Rd., Bloomington MN 55437

Property Identification Number (PID)

80-027024-14-0034

Property Owners:

Michael Sinner and Judi-Anne Ali-Sinner

Project Summary

Title Rain Garden

Total Project Cost \$500 Grant amount requested \$500

Estimated start date June 1st 2021 Estimated completion date June 30th 2021

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

Project description:

I want to create a rain garden that attracts butterflies + dragon flies.

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

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

Project Details

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

- location map
- project timeline
- site plan & design schematic
- proof of property ownership
- itemized budget or contractor bid
- plant list & planting plan (if project includes plants)

Description

Describe the current site conditions, as well as site history, and past management.

I have a hilly front yard. We maintain the lawn well.

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

- I would like to plant a rain garden with native plants that will also attract butterflies.
- Allow runoff to soak in the soil thus conserving rain water
- Beautify the neighborhood. Reduce erosion Filter for clearer water

List other key participants and their roles (provide contact information for each partner and his/her expected contribution to the project)

Michael Sinner (my husband) 612-385-8150

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

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

How does the project support the goals you checked?

We will be using rain to water to sustain the garden

Project Details (continued)

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

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

How will you share the project results with your community?

It will be a beauty spot in our front yard. The neighborhood will be beautified with this addition.

Are there other projects that could be initiated as a result of this one?

Maybe neighbors will want to emulate the rain garden.

Evaluation

How will the project be monitored and evaluated?

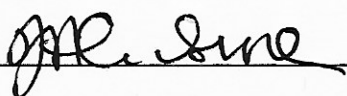
I will take pictures and work on helping it to thrive.

Maintenance agreement

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

Authorization

Name of landowner or responsible party Judi-Anne Ali-Sinner

Signature  Date 02/09/2021

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

(For questions, contact Linda Loomis at NaiadConsulting@gmail.com or call 763-545-4659.)

Mail the completed application to:

or Email to:

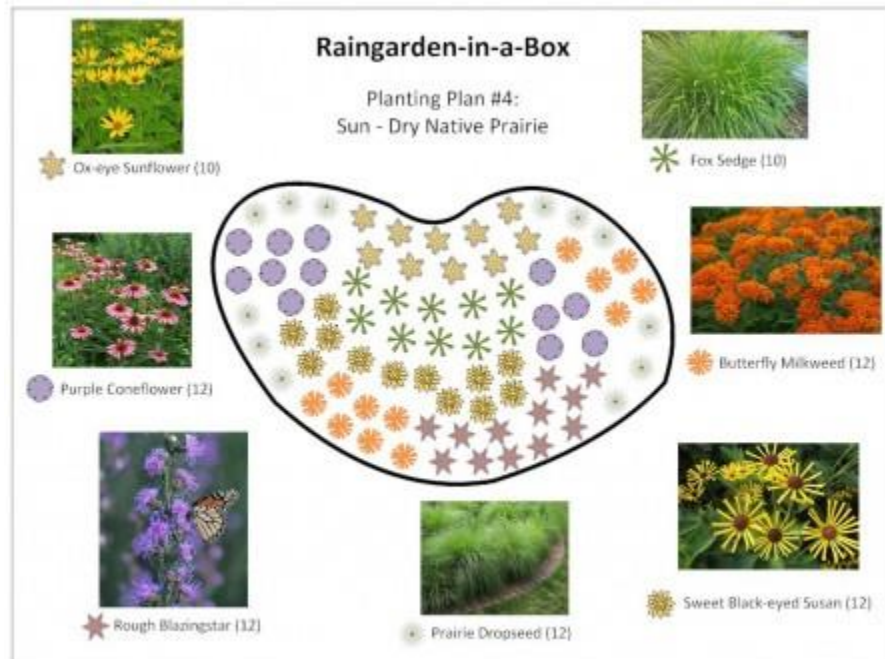
Lower Minnesota River Watershed District
c/o Linda Loomis, Administrator
112 E. Fifth St., Suite 102
Chaska, MN 55318

Linda Loomis, Administrator
naiadconsulting@gmail.com

Plant Plan: Native Prairie

Estimated Total:- \$518

1. Plants-\$291
2. Rain barrel- \$144
3. Black Mulch- \$66
4. Edging-\$16.98



The Native Prairie option is also very showy and will attract birds and butterflies. All species are suitable for full sun only (at least six hours of sun per day) and can be fairly tall. Includes all Minnesota native plant species and all are drought tolerant. Plants are adapted to clay or loam soils.

Plant List:

[Get Expert Advice | Prairie Restorations 30 Years Creating Native Landscapes](#)

- Ox-eye Sunflower (*Heliopsis helianthoides*)
- Common ox-eye *Heliopsis helianthoides* easy, showy | | | | 2-4' Y \$7.50 x 4=30
- Prairie Dropseed (*Sporobolus heterolepis*)
- Prairie dropseed *Sporobolus heterolepis* bunch forming beauty | | | | 1-3' \$13.00x4=52
- Purple Coneflower (*Echinacea purpurea*)
- Narrow-leaved coneflower *Echinacea angustifolia* western Minnesota | | 1-2' PU \$4.50 x4=18
- Sweet Black-eyed Susan (*Rudbeckia subtomentosa*)
- Black-eyed Susan *Rudbeckia hirta* early successional | | | | 1-3' Y \$4.00x4=16
- Tall blazing star *Liatris pycnostachya* mineral soils | | | 3-4' PU \$4.50x4=18

- Common milkweed *Asclepias syriaca* monarch habitat | | | 3-6' PU \$13.00x4=52
- Fox Sedge (*Carex vulpinoidea*)

Grasses		For
Seeding Rate:		
Broadcast: 3 pls lbs./10,000 sq. ft.		
Drill: 8-10 pls lbs./acre		
36.0% Big bluestem	3.0% Fringed brome	
10.0% Indian grass	3.0% Green bulrush	
7.0% Canada wild rye	2.0% Wool grass	
7.0% Virginia wild rye	1.0% Knotsheath sedge	
7.0% Fowl bluegrass	1.0% Pointed broom sedge	
6.0% Side oats grama	1.0% Fox sedge	
5.0% American manna grass	1.0% Cord grass	
5.0% Little bluestem	0.5% Blue joint grass	
4.0% Switch grass	0.5% Dudley's rush	

- *Ostrich Fern*
- Ostrich fern *Matteucia struthiopteris* moist forests | | | 4' \$15.00x4 =60
- *Rain Barrel-Amazon*

Amazon.com: Good Ideas RWURN50-SAN Rain Wizard Rain Barrel Urn, 50 gallon, Sandstone

Brand: Good Ideas

★★★★☆ 33 ratings

Price: \$144.99 & FREE Shipping

Pay \$144.99 \$135.13 after using available Amazon Rewards Visa Card Points.

- Urn shape and color add class and style to your rain harvesting - BPA free
- Meshed screen blocks debris from entering your water supply
- Shaped to provide optimal positioning against your home
- Equipped with a sturdy brass spigot which won't rust or break like plastic alternatives
- Routed channel diverts excess to avoid flooding your foundation and can be linked to all other rain Wizard rain barrels

Compare with similar items

New (3) from \$144.99 & FREE Shipping

Report incorrect product information.

Blue 55 Gallon Water Storage Tank by WaterPrepared - Emergency Water Barrel Container with Spigot for... \$184.00

Secure transaction

Ships from VM Express

Sold by VM Express

Add a Protection Plan:

- 3-Year Protection for \$29.99
- 2-Year Protection for \$21.99

Deliver to Michael - Bloomington 55437

Home Depot -Black Mulch x 20


Amazon.com : Good Ideas RWU | (2 unread) - judiali@yahoo.com | Earthgro 1.5 cu. ft. Black Mulch | +

https://www.homedepot.com/p/Earthgro-1-5-cu-ft-Black-Mulch-88559180/311613376

Amazon.com - Onli... | pinterest Discover a... | DD | Selena + Chef Reci... | Other favorites

Home / Outdoors / Garden Center / Landscaping Supplies / Mulch / Wood Mulch

Internet #311613376 Model #88559180 Store SKU #1004864767



Earthgro
by **Scotts**

BLACK MULCH
YEAR-LONG COLOR GUARANTEED

12 COLOR ADVANTAGE

PROUD TO BE LOCALLY MADE

NET CONTENTS 1.5 CU. FT. (42 L) CONTAINS 100 LBS PER CU. FT. (42 L) (1)

1.5 cu. ft.

Helps prevent weeds
Helps conserve soil moisture
Free of construction debris
Easy to carry

Exclusive

1.5 cu. ft. Black Mulch
by Earthgro

★★★★★ (1430) Write A Review Questions & Answers (45)

Burnsville Store
✓ 121 in stock Aisle 64, Bay 017 Text to Me

- Year-long color with Color Advantage
- 3-in. layer helps prevent weeds by blocking growth and sunlight
- Helps conserve soil moisture
- See More Details

BULK PRICE \$3.33 Buy 30 or more \$3.00

Save up to \$100* on your qualifying purchase. Apply for a Home Depot Consumer Card

Color Family: Black

Live Chat Feedback

Type here to search

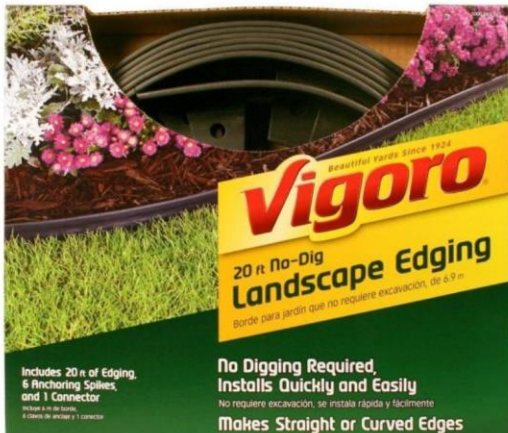
9:37 PM 2/19/2021

Amazon.com : Good Ideas | judiali@yahoo.com - Yahoo | Get Expert Advice | Prairie | 193553_Catalog_FNL_17-2 | Vigoro 20 ft. No-Dig Landscaping Edging Kit-3001-20HD/301459394

https://www.homedepot.com/p/Vigoro-20-ft-No-Dig-Landscape-Edging-Kit-3001-20HD/301459394

Amazon.com - Onli... | pinterest Discover a... | DD | Selena + Chef Reci... | Other favorites

Internet #301459394 Model #3001-20HD Store SKU #100023723



Vigoro
Beautiful Since 1924

20 ft No-Dig Landscape Edging
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- Eliminates the need for digging
- Durable finish that won't fade in the sunlight
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240 in 720 in

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Store Pickup Ship to Home Scheduled Delivery

Live Chat Feedback

Type here to search

10:24 PM 2/19/2021

Timeline

April 29th-30th-Purchase all materials and plants

Saturday May 1st- Dig the yard for landscaping and plants

Sunday May 2nd – Plant and landscape yard.

Lower Minnesota River Watershed District Cost share Grant Program

Judi Ali <judiali@yahoo.com>
To: Linda Loomis <naiadconsulting@gmail.com>

Sun, Feb 14, 2021 at 2:20 PM







Sent from Yahoo Mail for iPhone



Yahoo Mail

Take a trip into an upgraded, more organized inbox with Yahoo Mail. Login and start exploring all the free, orga...

Hi Linda

I took pictures of the downspout (first two) and then the third pointing outward is where I plan to put the rain garden between the crab apple tree and the pine tree.

Are you able to provide information showing where on your property you are planning to place the rain garden?

1. Above

2. Will the rain garden receive water that would otherwise flow to the street, such as from your driveway or sidewalks?
Yes.

3. Does the location where you are planning to place the rain receive water from roof drains, gutters and downspouts?
Yes. Please see picture

4. Do you have an approximate size for the rain garden, how many square feet will the garden be?
18ft x 18ft

5. You have rain barrels listed on the plant list. Are you planning to install rain barrels?
Yes. One because this area is in full sun.

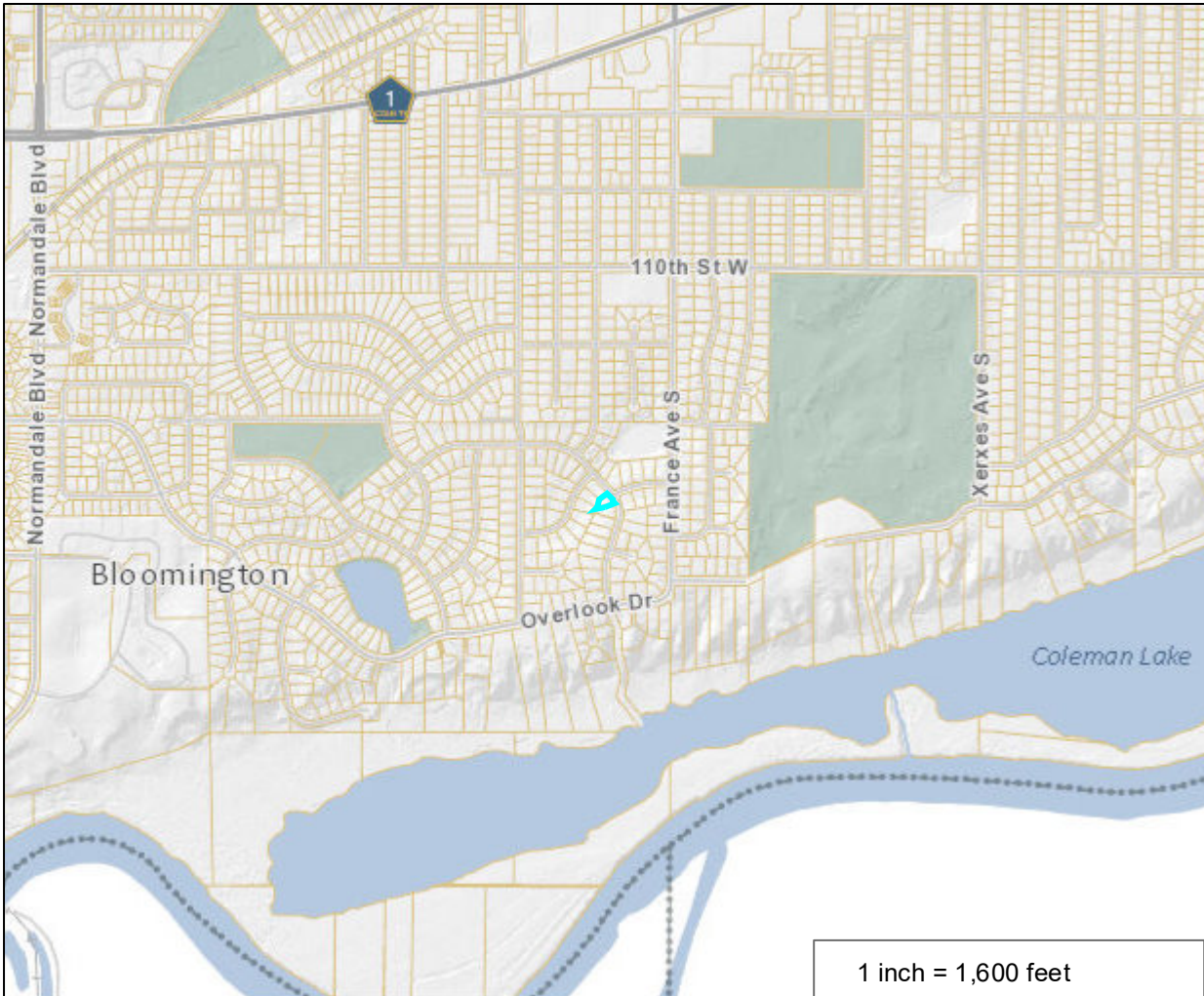
6. Are they part of the project to be paid for with cost share funds?
Yes, we are planning to include it in cost share funds but are flexible as well.

Thank you for considering this project.
Judi-Anne Ali-Sinner



Hennepin County Property Map

Date: 3/13/2021



PARCEL ID: 3002724140034

OWNER NAME: M J Sinner/J-A D Ali-Sinner

PARCEL ADDRESS: 11300 Goodrich Rd, Bloomington MN 55437

PARCEL AREA: 0.27 acres, 11,608 sq ft

A-T-B: Torrens

SALE PRICE: \$227,000

SALE DATA: 05/2005

SALE CODE: Warranty Deed

ASSESSED 2020, PAYABLE 2021

PROPERTY TYPE: Residential

HOMESTEAD: Homestead

MARKET VALUE: \$267,000

TAX TOTAL: \$3,242.94

ASSESSED 2021, PAYABLE 2022

PROPERTY TYPE: Unavailable

HOMESTEAD: Unavailable

MARKET VALUE: Unavailable

Comments:

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

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LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 6. B. - City of Carver Levee

Prepared By

Linda Loomis, Administrator

Summary

A cooperative agreement has been drafted and reviewed by the City of Carver. The City Attorney made some revisions to the agreement, which is being reviewed by LMRWD Legal Counsel.

The Cooperative agreement is attached for the Board's review. Attorney John Kolb will be able to provide guidance at the board meeting regarding his review of the cooperative agreement.

The City was advised of the concern of the LMRWD Board for using 75% of the amount the LMRWD committed to the project. The City explained that they think it is appropriate to use this much of the LMRWD commitment for this, as the information will be used to secure state funding for the project, which is the next step in the project. The City hopes the LMRWD Board will reconsider and grant the request.

Attachments

Cooperative agreement between the City of Carver and the Lower Minnesota River Watershed District for Carver Flood Levee Improvement Project.

Recommended Action

Motion to approve Cooperative Agreement and authorize execution

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 the Carver Levee. 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: Courtney Johnson

Its: Mayor

Date: _____

By: Vicky Sons-Eiden

Its: City Clerk

Date: _____

**LOWER MINNESOTA RIVER
WATERSHED DISTRICT**

By: _____

Its _____

Date: _____

EXHIBIT A

Carver Levee Preliminary Design and Easement Determination



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

Page: 3

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

Page: 4

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



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 6. F. - 2021 Legislative Action

Prepared By

Linda Loomis, Administrator

Summary

Lisa Frenette has been working to get hearings on the LMRWD legislation. [HF 1621/SF 1841](#): *modifying a 2019 appropriation related to sites for dredge spoil on the Minnesota River* had a hearing before the House Environment and Natural Resource Finance & Policy (ENR) Committee on March 2, 2021. This is the bill that would let the LMRWD use money that was appropriated to the LMRWD for dredge management to be used to fill the funding gap created by the loss of the grant for Seminary Fen. The bill was laid over by the House committee for possible inclusion. Representative Greg Boe, chief author, testified on behalf of the LMRWD. A hearing before the Senate House Environment and Natural Resource committee is scheduled for 10:30am Tuesday, March 16, 2021. Senator Eric Pratt is the chief author in the Senate. [HF 1799/SF 1288](#): *appropriating money for Lower Minnesota River Watershed District* is scheduled for a hearing before the House ENR committee at 1:00pm March 16, 2021. Representative Sandra Masin is the chief author of this bill. A hearing before the Senate ENR committee was held on March 9, 2021. Senator Pratt is the chief author on this bill in the Senate and testified on behalf of the LMRWD at the hearing. The bill was laid over in the Senate.

Additional bills that the LMRWD is following include:

- [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. The bill as introduced was laid over in the Senate and has not had any hearings in the House.
- [SF81/HF518](#) - *Watershed management provided, and water quality and storage in Minnesota River program established*. In the Senate, authors are Frenetz and Weber. In the House, authors are Lippert and Fischer. Passage has been recommend in the Senate by the ENR committee and has not had any hearings in the House.
- [SF1113/HF701](#) - *Soil-health farming goals established, soil-health farming financial incentives created, data collection required, data classified, and money appropriated*. Authors in the House are Representative Lippert and others. It has been authored in the Senate by Senators Eken, Fateh, Murphy and Tommassoni. This file has had a hearing before the House Agriculture Finance & Policy committee, the Judiciary Finance & Civil Law committee (recommendation was to adopt as amended) and was re-referred to the ENR committee

- [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. This bill has had a hearing before the Agriculture Finance & Policy committee, which recommended to adopt and re=ferred to the House ENR committee. It has not had any hearings in the Senate.
- [SF1037/HF932](#) - *Water quality and storage program establishment and appropriation.* Senate author is Senator Hawj. House author is Representative Fischer. This bill had a hearing in the House on March 12, 2021
- [SF884/HF1660](#) - *Salt applicators certification program establishment; water softeners that cause excessive chloride pollution; process to adopt and amend water quality standards report requirement; water quality programs appropriation.* This bill is being authored in the Senate by Senators Eaton, Cwodzinski and Franzen and in the House by Representative Fischer. It has had no hearings in either the House or Senate.

Ms. Frenette is unable to join the meeting this month.

Attachments

No attachments

Recommended Action

No action recommended



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 6. G. - Education & Outreach

Prepared By

Linda Loomis, Administrator

Summary

The Citizen Advisory Committee (CAC) held a kick-off meeting on March 3, 2021. Young Environmental Consulting Group provided sample bylaws and a sample orientation packet for the CAC. Members were asked to review the samples and recommend changes. A second meeting has not been scheduled.

The LMRWD received a new application for CAC membership from Theresa Kuplic. Ms. Kuplic responded to the mailing the LMRWD sent to Dakota County residents advising of the vacancy on the Board. She applied to Dakota County to fill the vacancy; however another candidate was chosen by the County Board of Commissioners.

Ms. Kuplic has applied to become a member of the CAC and staff is recommending the Board make the appointment. A resolution is attached for the Board to consider.

The LMRWD has also started a social media campaign. You can follow the LMRWD on Twitter @LowerMinn, on Facebook at <https://www.facebook.com/Lower-Minnesota-River-Watershed-District-106052894867585> and on Instagram at <https://www.instagram.com/explore/locations/1080794005298714/lower-mn-river-water-shed-district/>.

If Managers have Twitter, Facebook or Instagram accounts be sure to like us! We are working to add buttons to the LMRWD webpage to link with social media and also to build content

Attachments

Technical Memorandum re: Applicant under Consideration for LMRWD Citizen Advisory Committee
Resolution 21-06 2021 Citizen Advisory Committee Appointment

Recommended Action

Motion to adopt Resolution 21-06 appointing Theresa Kuplic to the Citizen Advisory Committee

RESOLUTION 21-06

RESOLUTION OF THE LOWER MINNESOTA RIVER WATERSHED DISTRICT BOARD OF MANAGERS

2021 Citizen Advisory Committee Appointment

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, at the February 2021 Board of Manager meeting four individuals were appointed to the CAC; and

WHEREAS, the LMRWD received an application for the CAC since the February meeting; and

WHEREAS, LMRWD staff has reviewed the applicant's background, experience, community service and geographic representation within the watershed and recommends the appointment.

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

Theresa Kuplic

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

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, March 17, 2021

Agenda Item

Item 6. H. - LMRWD Projects

Prepared By

Linda Loomis, Administrator

Summary

i. Eden Prairie Study Area #3

Young Environmental Consulting Group has prepared a work plan for the next phase of work to be completed for this project. This work includes the work proposed by Inter-Fluve and support by Young Environmental. Once this phase is complete a work plan will be prepared for the construction of the project. A kick-off meeting for the next phase has been scheduled for 9:30am on Wednesday, March 17, 2021.

The Board should review the work plan and consider approval of the plan.

Attachments

Area 3 Minnesota Riverbank Stability Project—Design Workplan dated March 2, 2021

Recommended Action

Motion to approve Area 3 Minnesota Riverbank Stability Project—Design Workplan dated March 2, 2021

LOWER MINNESOTA RIVER WATERSHED DISTRICT

Area 3 Minnesota Riverbank Stability Project—Design

WORKPLAN—March 2, 2021

The Lower Minnesota River Watershed District (LMRWD) has been studying and collaborating with the City of Eden Prairie to monitor the erosion occurring along the north bank of the Minnesota River since 2011. In 2020 it was estimated that the continued erosion of the riverbank and subsequent failure of the bluff slope above it have caused approximately 100,000 tons of soil and sediment to enter the river at a rate of 5,000 tons per year. The continued erosion of the riverbank is contributing to the increased turbidity and excess nutrients within the lower Minnesota River.

After 10 years of collecting monitoring data, the District is ready to move forward with a design to stabilize the riverbank and prevent future erosion of the bluff toe and further contributions to the excess sediment and nutrient loadings to the river.

Summary

<i>Outcome:</i>	90 percent construction plans, specifications, and engineer's estimate
<i>Project Stakeholders:</i>	City of Eden Prairie, Hennepin County
<i>Timeline for Completion of Project:</i>	March–October 2021
<i>Total Project Budget¹:</i>	\$183,000–\$188,600

Objective 1. Project Management

This objective consists of managing the project scope, submittals, schedule, and budget and providing periodic communications from Inter-Fluve to the LMRWD staff via email and phone and from staff to the Board. Project coordination meetings to maintain communication with stakeholders will be necessary. The following meetings are planned:

Task 1-1: Kickoff meeting: LMRWD staff and Inter-Fluve will meet virtually to discuss the project scope and schedule.

Task 1-2: Stakeholders' kickoff meeting: LMRWD staff will lead a kickoff meeting with identified stakeholders.

Task 1-3: Design review meetings: Inter-Fluve 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.

¹ Where referenced, the LMRWD staff consists of the District's administrator and technical consultants' budget.

Task 1-4: Board Updates: LMRWD staff will provide update memos to the Board summarizing the alternatives workshop and again following the 60- and 90-percent design review meetings and will provide project schedule updates, as necessary.

Timeline for Completion: March–September 2021

Deliverables: Invoices, meeting agendas and summaries, board update memos

Estimated Budget: \$24,100–\$25,000 (LMRWD: \$9,296–\$10,196; Inter-Fluve: \$14,804)

Objective 2. Alternatives Review & Validation

Task 2-1: Alternatives Review and Analysis: Inter-Fluve will review the data provided, identify gaps, and supplement or update the data and analysis to confirm the failure drivers of the slope and risks to the site. They will conduct a limited drone survey to support the development of the designs and develop a hydraulic analysis that includes ice analysis, boat wake, and geotechnical considerations. Inter-Fluve will summarize their findings in a technical memorandum with the criteria used, alternatives reviewed, and final recommendation.

Task 2-2: Alternatives Workshop: Inter-Fluve will present the findings of their alternative analysis and discuss the results with LMRWD staff, city, and county stakeholders at a workshop, and they will provide a meeting summary to attendees. LMRWD staff will review the design recommendation memo, attend the alternatives workshop, and provide feedback on the work completed to date.

Task 2-3: Individual Agency Meetings: LMRWD staff will coordinate with individual agencies to provide them with project updates and coordination of any necessary reviews.

Timeline for Completion: March–May 2021

Deliverables: Alternatives review memo, workshop meeting agenda and summary, agency meeting agendas and summaries

Estimated Budget: \$59,400–\$60,300 (LMRWD; \$8,695–\$9,595; Inter-Fluve: \$50,705)

Objective 3. 60 Percent Design

Task 3-1: 60 Percent Design Development: Inter-Fluve will develop 60 percent design plans based on the recommended design selected by stakeholders at the Objective 2 alternatives workshop. They will update the hydraulic analysis to reflect the proposed design, develop a preliminary plan set, and facilitate a design review meeting with LMRWD.

Task 3-2: 60 Percent Design Package Review: Interfluve will provide LMRWD staff with the 60 percent design package, including construction plans, the design memorandum, and the permitting matrix. LMRWD staff will review the package and complete the comment resolution log for the selected consultant. Comments will be returned to Interfluve within two weeks.

Timeline for Completion: May–July 2021

Deliverables: 60 percent design package, design review meeting agenda and summary, completed comment log

Estimated Budget: \$43,700–\$45,100 (LMRWD: \$13,289–\$14,689; Inter-Fluve: \$30,411)

Objective 4. Permitting

Task 4-1: Pre-Permit Meetings: Using the 60 percent plans, LMRWD staff will independently confirm the permit matrix by coordinating with the identified agencies to present the project and confirm specific permit requirements and timelines. Permits will likely be needed from the following agencies: MnDNR, USACE, LMRWD, City of Eden Prairie, US Coast Guard, MPCA, Environmental Quality Board, and the Minnesota State Historic Preservation Office, among others.

Task 4-2: Specialty Permitting: LMRWD Staff will complete a Phase 1 analysis for historic and cultural resources and threatened and endangered species. This information will be used for the joint permit application. Additional work may be necessary depending on the results of the Phase 1 analysis but has not been included in this workplan.

Task 4-3: Permit Applications: LMRWD staff will draft permit applications based on the 60 percent plans provided by Inter-Fluve and apply for applicable permits, including an LMRWD permit, the joint permit application for the MnDNR and USACE, and public waters permitting. Agency review comments will be compiled and provided to the selected consultant in Task 6.

Timeline for Completion: July 2021–September 2021

Deliverables: Permit applications, Phase 1 analysis and summary

Estimated Budget: \$17,900–\$19,700 (LMRWD: \$17,900–\$19,700; Inter-Fluve: \$0)

Objective 5. 90 Percent Design Review

Task 5-1: 90 Percent Design Development: Inter-Fluve will develop 90 percent design plans based on the comments provided at the end of Tasks 4-3 and 5-3. The plan set will be updated to incorporate these comments, develop an engineer's estimate and final permit matrix, and provide draft specifications for review.

Task 5-2: 90 Percent Design Package Review: LMRWD staff will review the 90 percent design package, including revisions to construction plans, the design memorandum, and the permitting matrix. LMRWD staff will conduct a complete review of the draft technical specifications and preliminary engineer's estimate and will finish the comment resolution log for the selected consultant.

Timeline for Completion: June 2021–July 2021

Deliverables: Board update memo

Estimated Budget: \$37,900–\$38,500 (LMRWD: \$6,305–\$6,905; Inter-Fluve: \$31,595)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, March 17, 2021

Agenda Item

Item 6. I. - Permits and Project Reviews

Prepared By

Linda Loomis, Administrator

Summary

i. **Southwest Logistics Center, 7070 Cretex Avenue, Shakopee**

The site on which this project is located has a long history of heavy industrial use. A concrete products company operated there for many years before closing. The current owner purchased the property in 2019 and began operating under a Conditional Use Permit to crush and remove the unused concrete product. The purpose of the project is to redevelop the existing site to allow for additional industrial uses.

The proposed industrial park will include development of five parcels within the existing approximately 61-acre site. This project is the first parcel to be developed. The LMRWD received an application and Young Environmental Consulting Group has reviewed the plans and specifications on behalf of the LMRWD. A summary of the review and recommendations are attached as Technical Memorandum dated March 12, 2021.

It is recommended that the Board consider conditional approval of LMRWD permit No. 2021-003, subject to the following:

- receipt of the NPDES permit
- Names and contact information for the contractor and the person responsible for compliance with the LMRWD's inspection and maintenance requirements
- receipt of an executed maintenance agreement; the City of Shakopee's Utility Facility Agreement can be used in lieu of a separate maintenance agreement with the LMRWD

ii. **HCRRA assignment of maintenance responsibility**

Hennepin County Regional Rail Authority (HCRRA) received a permit from the LMRWD in May 2020. The LMRWD required a maintenance agreement as a condition of approval. The maintenance agreement allowed for maintenance to be assigned or transferred. Hennepin County would like to transfer maintenance of the trail to Carver County. Carver County has agreed. The LMRWD permit, which includes the maintenance agreement, and an Assignment and Assumption Agreement are attached for the Board's review. The Assignment and Assumption Agreement are being reviewed by LMRWD legal Counsel and by the County Attorney. The Board is being asked to approve transfer of the maintenance subject to satisfactory review by legal counsel.

Attachments

Technical Memorandum re: Southwest Logistics Center Permit Review (LMRWD permit N. 2021-003) dated March 12, 2021
LMRWD Permit No. 2019-085

Assignment and Assumption Agreement between HCRRA, Carver County and the LMRWD

Recommended Action

Motion to approve LMRWD permit No. 2021-003 subject to the following conditions:

- receipt of the NPDES permit
- Names and contact information for the contractor and the person responsible for compliance with the LMRWD's inspection and maintenance requirements
- receipt of an executed maintenance agreement; the City of Shakopee's Utility Facility Agreement can be used in lieu of a separate maintenance agreement with the LMRWD

Motion to approve Assignment and Assumption Agreement between HCRRA, Carver County and the LMRWD

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

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

Date: March 12, 2021

Re: Southwest Logistics Center Permit Review (LMRWD No. 2021-003)

Wenck/Stantec (the applicant) has applied for an Individual Project Permit from the Lower Minnesota River Watershed District (LMRWD or District). The applicant is proposing to develop the former Cretex concrete production site located at the southeast corner of 70th Avenue and Old Cretex Avenue in Shakopee (**Figure 1**). This project constitutes the first phase of the Hentges Industrial Park Development, first presented to the board of managers in July 2020 and January 2021 (LMRWD No. 2020-106), and is part of the City of Shakopee's Stagecoach Road Improvement Project, including a connection to the future Stagecoach Road roundabout, which is currently under design by the City. The Southwest Logistics Center site will consist of the construction of a 505,000-square-foot industrial warehouse, parking lot, utilities, and stormwater management features.

The proposed project site is in the City of Shakopee (City), and because the City does not have its LMRWD municipal LGU permit, this project is subject to an LMRWD permitting review. As presented, the project is neither within the FEMA-recognized floodplain areas nor located within either of the LMRWD special districts, but it does trigger the District's Rule B—Erosion and Sediment Control, resulting in the applicant's obligation to obtain a District permit before commencing land-disturbing activities. Because the existing site is entirely impervious, Rule D—Stormwater Management is not triggered; however, the applicant is proposing several stormwater management features as part of their site design.

Project Summary

<u>Project Name:</u>	Southwest Logistics Center
<u>Purpose:</u>	Industrial warehouse, parking lot, utility improvements, and stormwater management
<u>Project Size:</u>	40.4 acres, 40.4 acres disturbed, 38.6 acres of existing impervious, 24.7 acres of new impervious
<u>Location:</u>	7070 Cretex Avenue East, Shakopee, MN (Scott County Parcel ID 270730040)
<u>Applicable LMRWD Rules:</u>	Rule B—Erosion and Sediment Control
<u>Recommended Board Action:</u>	Conditional approval, see recommendations

Discussion

The District has received the following documents for review:

- LMRWD Individual Permit Application received February 19, 2021
- LMRWD Individual Permit Fee of \$1,800 received February 11, 2021
- Preliminary Site Construction Plans for the Southwest Logistics Center by Wenck dated January 29, 2021, revised February 24, 2021, and March 9, 2021
- Stormwater Management Plan by Wenck dated January 28, 2021, revised February 23, 2021, and March 8, 2021
- SLC Industrial Storm Sewer Design by Wenck dated February 23, 2021
- Fire Turning Movement Exhibit by Wenck dated January 29, 2021

The documents provided include the information necessary for review.

Rule B—Erosion and Sediment Control

The District regulates land-disturbing activities that affect one acre or more under Rule B. The proposed project would disturb approximately 40.4 acres within the LMRWD boundary. The applicant has provided an erosion and sediment control plan but has not provided the Stormwater Pollution Prevention Plan or a copy of the NPDES permit. The following items should be provided to the District as soon as they are available:

- A copy of the NPDES permit
- Names and contact information for the contractor and the person responsible for compliance with the District's inspection and maintenance requirements

The project complies with Rule B.

Rule D – Stormwater Management

The project proposes 24.7 acres of new impervious surface on existing impervious land. The applicant is proposing to construct an infiltration basin on the southern property boundary (BMP-1), a retention pond in the northeast corner (BMP-2), and a retention pond on the northern boundary (P-3) that meet the stormwater management requirements of the District and the City of Shakopee. Because the project site is entirely impervious under existing conditions, the project is not required to provide stormwater management; however, 1.05 acre-feet of volume reduction is provided by BMP-1. Additionally, with these features, the project also meets the Rule D rate control and water quality requirements (Tables 1 and 2).

Table 1. Southwest Logistics Center Design Discharge Rates

EVENT	Existing Conditions (cfs)	Proposed Conditions (cfs)	Change (cfs)
2-YR/24-HR	79.9	11.0	-68.9
10-YR/24-HR	119.9	18.7	-101.2
100-YR/24-HR	287.6	38.4	-249.2

Table 2. Southwest Logistics Center Design Pollutant Removals

Pollutant	Existing Conditions (lbs/yr)	Proposed Conditions (lbs/yr)	Change (lbs/yr)
Total Phosphorus	60.5	4.4	-56
Total Suspended Solids	17,893	785	-17,108

Recommendations

The project meets the requirements outlined in the District rules. We recommend conditional approval by the Board, with the following conditions:

- A copy of the NPDES permit
- Names and contact information for the contractor and the person responsible for compliance with the District’s inspection and maintenance requirements
- Executed maintenance agreement; please note that the City of Shakopee’s Utility Facility Agreement can be used in lieu of a separate maintenance agreement with the LMRWD

Attachments:

- Figure 1. Project Location



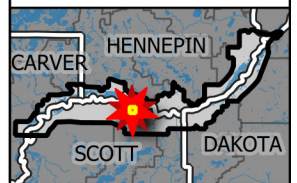
Figure I: Southwest Logistics Center Project Location



LEGEND

- Southwest Logistics Center
- Hentges Industrial Park Development (2020-106)
- Proposed Stormwater Features
- Proposed Industrial Warehouse
- Proposed Impervious
- Proposed Pervious
- Open Water
- 2021 Scott Co. FEMA Floodplain
- 100-yr Floodplain
- Floodway
- 500-yr Floodplain
- Scott Co. Parcel Data
- LMRWD Boundary
- County Boundaries

LMRWD Watershed Location Map





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 Minnesota Bluffs LRT Regional Trail Landslide Repairs	Project Location All that part of a variable width strip of land in Sections 36 and 25, Township 116, Range 23, Carver County, Minnesota, being former railroad right of way as shown on Hennepin County Regional Railroad Authority (HCRRA) property map no's 15 and 16, according to the recorded Maps thereof, said Carver County, lying easterly of the east line of the 66.00 foot wide strip depicted and labelled as "STATE HIGHWAY NO 101" in said Property Map No. 15.	
Type of Development Stabilization of slopes along the existing Minnesota Bluffs LRT Regional Trail that experiences a landslide 2014.	City Chanhassen	County Carver
Permittee/Property Owner's Name and Title Hennepin County Regional Railroad Authority	Permittee Mailing Address 701 Fourth Avenue South, Suite 400 Minneapolis, Minnesota 55415	
Authorized Agent Name and Title Jessica Galatz	Agent Email Address Jessica.Galatz@hennepin.us	Agent Phone Number (612) 348-2691
Purpose of Permit: To construct a riprap channel, two embedded boulder cross vanes and an energy dissipating stilling basin.	Authorized Action(s): Grading, erosion and sediment control and stormwater infrastructure activities within the LMRWD steep slopes overlay district.	
Affected Rule(s): Rule B: Erosion and Sediment Control Rule and Rule F: Steep Slopes Rule		
Issued Date: May 20, 2020	Effective Date: June 2020	Expiration Date: June 2023
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 **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.

**AGREEMENT FOR MAINTENANCE OF STORMWATER FACILITIES
BETWEEN LOWER MINNESOTA RIVER WATERSHED DISTRICT AND
HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY**

This Agreement for the Maintenance of Stormwater Facilities ("**Maintenance Agreement**") is made by and between the Lower Minnesota River Watershed District, a political subdivision and special-purpose local government unit of the State of Minnesota ("**LMRWD**"), and Hennepin County Regional Railroad Authority, a political subdivision and local government unit of the State of Minnesota ("**HCRRA**"). LMRWD and HCRRA are referred to collectively herein as the **Parties**.

RECITALS

WHEREAS, LMRWD has the purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D; and

WHEREAS, pursuant to Minnesota Statutes § 103D.335, the LMRWD adopted and enforces standards for improvements that may impact water resources, and which regulate the design, construction, and maintenance of drainage systems or facilities within its jurisdiction; and

WHEREAS, HCRRA owns property it intends to improve for the purpose of repairing the Minnesota Bluffs LRT Regional Trail ("**Property**"); and

WHEREAS, the Property is described and depicted in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, LMRWD adopted and enforces the Stormwater Management Standard, regulating the improvements that HCRRA wishes to make to the existing drainage and stormwater management system or facilities located on the Property in Carver County, Minnesota ("**Facilities**"), as shown in the site plan in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the Facilities require ongoing inspection and maintenance; and

WHEREAS, the Maintenance and Easement section of the Stormwater Management Standard requires a private landowner to record in the recorder's office where its drainage and stormwater system or facilities are located, a maintenance agreement which memorializes a plan and a perpetual obligation to inspect and maintain its stormwater system and/or facilities; and

WHEREAS, a public landowner may meet the aforementioned recording requirement by entering a written agreement with the LMRWD which memorializes a plan and a perpetual obligation to inspect and maintain its drainage and stormwater system or facilities; and

WHEREAS, in accordance with the LMRWD rules and regulations, and as a condition precedent to LMRWD's grant of approval on _____, June, 2020 of HCRRA's plans to improve the Facilities, the HCRRA must enter a written agreement with LMRWD which memorializes its plan and its perpetual obligation to inspect and maintain the Facilities; and

WHEREAS, the Parties executed this Maintenance Agreement to satisfy the condition precedent to LMRWD's grant of approval on approval on __, June, 2020 of HCRRA's plans to improve the Facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual and reciprocal promises, LMRWD and HCRRA hereby agree as follows:

1. **Recitals.** All of the Recitals set forth above are incorporated herein.
2. **Stormwater Management Standard.** LMRWD hereby agrees that this Maintenance Agreement fully satisfies LMRWD's inspection, maintenance, reporting, and property transfer requirements.
3. **Facilities.** (a) The HCRRA, at its sole cost, shall inspect and maintain the Facilities in perpetuity as follows:

(1) **Raingardens, infiltration basins and filtration basins.** Infiltration basins and filtration basins shall be inspected annually to ensure continued live storage capacity at or above the design volume. Invasive vegetation, excess sediment and debris shall be removed as needed, and healthy plant growth shall be maintained to ensure that the Facilities remain in a condition that continues to accomplish the purposes for which they were designed, constructed and permitted.

(2) **Grit chambers, sump catch basins and sump manholes.** Grit chambers, sump catch basins, and sump manholes shall be inspected in the spring, summer and fall of each year. All sediment and debris shall be removed as needed to ensure that the Facilities operate as designed and constructed, and in a condition that continues to accomplish the purposes for which they were designed, constructed and permitted.

3. **Reporting.** By January 31 of each year, HCRRA shall submit a brief, annual report to LWMRD that describes the inspection and maintenance activities performed to the Facilities under this Maintenance Agreement in the preceding calendar year. The report shall include the dates and locations of any inspections and maintenance activities performed to the Facilities.

4. **Property Transfer.** (a) If the HCRRA conveys a fee interest in any portion of the Property to a private rather than a public owner ("**Private Purchaser**"), then the HCRRA shall require as a condition of that purchase and sale agreement, and shall enforce the following condition:

(1) The Private Purchaser must record with in the Carver County Recorder's Office, a declaration on the Property that incorporates the maintenance requirements of this Maintenance Agreement; and

(2) Said recording required under Section 4(a)(1) of this Maintenance Agreement must occur either before any other encumbrance is recorded on the Property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in

perpetuity.

(b) If the HCRRA conveys a fee interest in any portion of the Property that has become subject to this Maintenance Agreement to a public rather than private owner, ("**Public Purchaser**"), then the HCRRA shall require as part of that conveyance that the Public Purchaser accept an assignment of all obligations of HCRRA under this Maintenance Agreement.

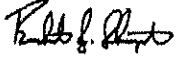
(c) If the HCRRA transfers any ownership or responsibilities under this Maintenance Agreement to a Private Purchaser or to a Public Purchaser, then the HCRRA must notify the LMRWD of the details of that transfer.

4. **Assignment of Rights and Obligations.** The HCRRA may assign and transfer any rights and obligations under this Maintenance Agreement to Carver County without the written approval of LMRWD. Carver County may subsequently assign and transfer any rights and obligations under this Maintenance Agreement that it accepts from HCRRA to the Carver County Regional Railroad Authority without the written approval of LMRWD. Any other assignment or transfer of any rights or obligations under this Maintenance Agreement requires the written permission of LMRWD.
5. **Effective Date.** This Maintenance Agreement shall be effective when executed by all of the Parties.
6. **Amendments and Termination.** This Maintenance Agreement may be amended and terminated only in a writing signed by the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the HCRRA has caused this Maintenance Agreement to be executed by its Chair and Executive Director, pursuant to the authority of the Hennepin County Board of Commissioners, its governing body, on this _____ day of _____, _____.

Reviewed by the County
Attorney's Office



Date: May 15, 2020

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY
STATE OF MINNESOTA

By: _____
Executive Director

Date: _____

Recommended for Approval

By: _____
Deputy Executive Director
Date: _____

By: _____
Director, Housing & Economic Development
Date: _____

LOWER MINNESOTA RIVER WATERSHED DISTRICT AUTHORIZATION

IN WITNESS THEREOF, the Lower Minnesota River Watershed District has caused this Maintenance Agreement to be executed by its President and by its Administrator pursuant to the authority of its governing body, on this 17th day of August, 2020

SIGNED: [Signature] DATE: 08/17/2020
Jesse J. Hartmann, President
Print Name and Position

SIGNED: Linda R. Loomis DATE: 9-24, 2020
Linda R. Loomis, Administrator
Print Name and Position

IN WITNESS THEREOF, the HCRRA has caused this Maintenance Agreement to be executed by its Executive Director, pursuant to the authority of the Hennepin County Board of Commissioners, its governing body, on this _____ day of _____.

Reviewed by the County
Attorney's Office

Date: _____

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY
STATE OF MINNESOTA

By: [Signature]
Executive Director
Date: May 12, 2020

Recommended for Approval:

By: [Signature]
Deputy Executive Director
Date: May 12, 2020

By: [Signature]
Director, Housing & Economic Development
Date: May 12, 2020

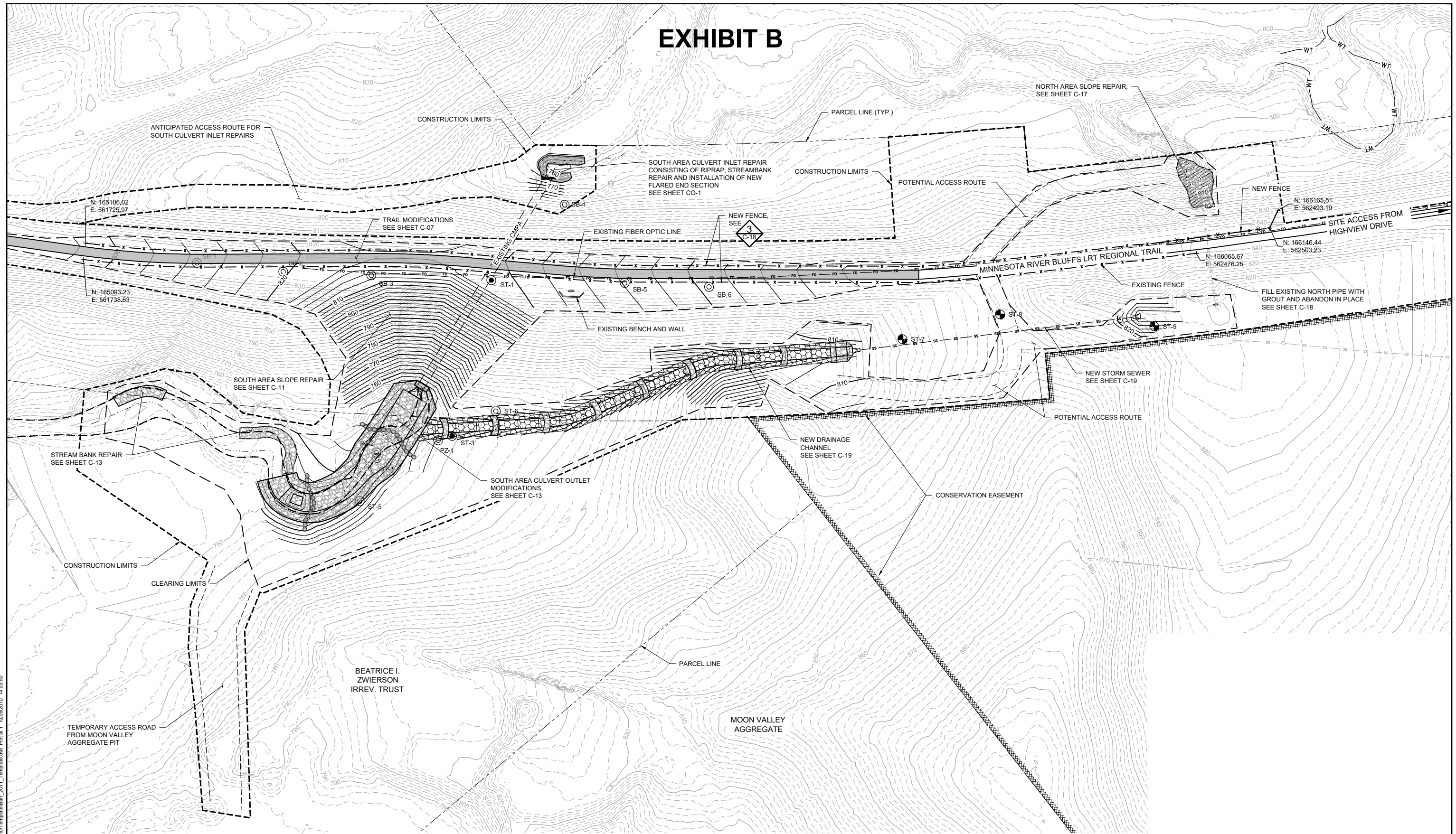
EXHIBIT A

(Property Description and Depiction)

(Legal Description of Property)

All that part of a variable width strip of land in Sections 36 and 25, Township 116, Range 23, Carver County, Minnesota, being former railroad right of way as shown on HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY PROPERTY MAP NO.'s 15 and 16, according to the recorded Maps thereof, said Carver County, lying easterly of the east line of the 66.00 foot wide strip depicted and labelled as "STATE HIGHWAY NO 101" in said Property Map No. 15.

EXHIBIT B



1 PLAN: PROJECT LAYOUT

0 50 100
SCALE IN FEET

CADD USER: Eric P. Fitzgerald FILE: M:\DESIGN\23101014.04\2310101404_G-08_PROJECT_LAYOUT_PLAN.DWG PLOT SCALE: 1:2 PLOT DATE: 9/14/2020 12:06 PM
 BARR M:\AutoCAD\2011\AutoCAD 2011\Support\enu\Template\Bar_2011_Template.dwg Plot at 1: 10/05/2010 14:09:50

NO.	BY	CHK	APP.	DATE	REVISION DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: _____
 SIGNATURE: _____
 DATE: _____ LICENSE # _____

CLIENT	BID	CONSTRUCTION	RELEASED TO/FOR	DATE RELEASED
03/07/19	04/19/19	10/09/19	12/13/19	01/10/20
09/14/20				

BARR ENGINEERING CO.
 4300 MARKETPOINTE DRIVE
 SUITE 200
 MINNEAPOLIS, MN 55435

Project Office:
 BARR ENGINEERING CO.
 4300 MARKETPOINTE DRIVE
 SUITE 200
 MINNEAPOLIS, MN 55435

Corporate Headquarters:
 Minneapolis, Minnesota
 Ph: 1-800-632-2277
 Ph: 1-800-632-2277

Scale	AS SHOWN
Date	09/14/2020
Drawn	EPF
Checked	MTP2
Designed	BARR
Approved	MTP2

HCRA
 MINNEAPOLIS, MN

LANDSLIDE REPAIRS
 CHANHASSEN, MN

PROJECT LAYOUT PLAN

BARR PROJECT No. 23101014.04	REV. No. 0
CLIENT PROJECT No. -	
DWG. No. FIGURE 1	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made by and between the Hennepin County Regional Railroad Authority (“HCRRA”), Carver County (“Carver”) and the Lower Minnesota River Watershed District (“LMRWD”).

RECITALS

1. The LMRWD issued permit no. 2019-085 to HCRRA (“Permit”) for work described in the Permit. The Permit expires June 2023.
2. The land that is the subject of the Permit is located in Carver County and is currently owned by HCRRA.
3. HCRRA and Carver are parties to a purchase agreement whereby the land that is the subject of the Permit will be conveyed to Carver. In conjunction with the conveyance, HCRRA has agreed to assign, and Carver has agreed to accept and assume, the rights, obligations and liabilities of the Permit.
4. The Permit is not assignable without the written consent of LMRWD.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. HCRRA hereby assigns and conveys to Carver for the benefit of Carver, its successors and assigns, all of HCRRA’s right, title and interest in, to and under the Permit, together with all rights, privileges and benefits appertaining thereto.

Carver hereby accepts the assignment and conveyance of the Permit by HCRRA and does hereby assume, undertake and agree to hereafter pay, perform and discharge in accordance with their terms any and all of the liabilities, obligations and commitments of HCRRA relating to the Permit including, but not limited to, the obligations of the Agreement for Maintenance of Stormwater Facilities between the LMRWD and HCRRA attached to the Permit (“Maintenance Agreement”).

2. LMRWD hereby consents to this Assignment and Assumption Agreement and represents that HCRRA is not in default of any of its obligations under the Permit or the Maintenance Agreement.
3. LMRWD agrees to look solely to Carver for compliance with, and performance of the Permit and Maintenance Agreement after the date of this Assignment and Assumption Agreement.
4. Carver agrees to defend, indemnify and hold harmless HCRRA, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys’ fees, resulting directly or indirectly from any failure to perform, negligent act or omission of Carver or Carver’s consultants or sub consultants, anyone directly or indirectly employed by them,

and/or anyone for whose acts and/or omissions they may be liable in the performance of the Permit and Maintenance Agreement that occurs on or after the date of this Assignment and Assumption Agreement.

HCRRA agrees to defend, indemnify and hold harmless Carver, its officials, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any negligent act or omission of HCRRA or HCRRA's consultants or sub consultants, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the Permit and Maintenance Agreement that occurred prior to the date of this Assignment and Assumption Agreement.

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
Its: _____

Date: _____

CARVER COUNTY

By: _____
Its: _____

Date: _____

**LOWER MINNESOTA RIVER
WATERSHED DISTRICT**

By: _____
Its: _____

Date: _____