



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, April 21, 2021

Carver County Government Center

602 East Fourth Street, Chaska, MN 55318

Agenda Item	Discussion
1. Call to order	A. Oath of office Patricia Mraz, Term expires 2/28/20214 B. 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> A. Approve Minutes February 17, 2021 and March 17, 2021 Regular Meetings B. Receive and file March 2021 Financial reports C. Approval of Invoices for payment <ul style="list-style-type: none"> i. Liberty Mutual Insurance Company - 2021 Surety Bond ii. Rinke Noonan Attorneys at Law - January 2021 Legal Services iii. US Bank Equipment Finance - Copier lease payment iv. Daniel Hron - March 2021 office rent v. Metro Sales - Payment on copier service agreement vi. Dakota County Soil & Water Conservation District - Q2, Q3 & Q4 2020 Dakota County monitoring services vii. Young Environmental Consulting Group - January 2021 technical and Education & Outreach services viii. TimeSaver Off Site Secretarial, Inc. - preparation of January 2021 meeting minutes ix. Carver County Finance Department - Q1 2021 financial services D. Authorize partial payment to Blackstone for East Chaska Creek E. Authorize payment to RPBCWD for Hennepin County Chloride Project

5. New Business/ Presentations	A. Lower Minnesota River One Watershed One Plan B. Authorize 2021 Cost Share project for 11451 Landing Road, Eden Prairie C. Hennepin County Mailing
6. Old Business	A. Authorize Cost Share project 11300 Goodrich Road, Bloomington B. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail - no new information to report. C. City of Carver Levee D. Remote meeting participation - no new information to report E. Dredge Management - no new information to report - no new information to report i. Vernon Avenue Dredge Material Management site ii. Private Dredge Material Placement F. Watershed Management Plan - no new information to report G. 2021 Legislative Action H. Education & Outreach i. Citizen Advisory Committee Bylaws ii. Schools and Nongovernmental Organizations Partnership Assessment iii. LMRWD Signage Review and Recommendations I. 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> i. Eden Prairie Study Area #3 J. 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> i. Burnsville Industrial Phase IV ii. Canterbury Park parking lot iii. City of Shakopee 2021 Street and Utility Reconstruction iv. Summerland Place K. MPCA Soil Reference Values - No new information since last update
7. Communications	A. Administrator Report B. President C. Managers D. Committees E. Legal Counsel F. Engineer
8. Adjourn	Next meeting of the LMRWD Board of Managers is 7:00pm Wednesday, May 19, 2021

Upcoming meetings/Events

- 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, April 20, 2021, July 20, 2021 and October 19, 2021
- UMWA monthly meeting- Thursday, May 20, 2021, 12:30 pm; contact District Administrator to join
- [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**
 - None
- **DNR Public Waters Work permits**
 - None
- **DNR Water Appropriation permits**
 - None



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes of Regular Meeting

Board of Managers

Wednesday, February 17, 2021

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

Approved _____, 2021

1. CALL TO ORDER AND ROLL CALL

On Wednesday, February 17, 2020, at 7:00 PM, President Hartmann called to order the meeting of the Board of Managers of the Lower Minnesota River Watershed District (LMRWD). The meeting was convened on-line due to the health emergency created by the COVID-19 pandemic.

President Hartmann asked for roll call to be taken. The following Managers were present: Manager Adam Frey, President Jesse Hartmann, Manager Dave Raby, and Manager Lauren Salvato. In addition, the following joined the meeting: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator; Della Schall Young, and Jen Dullum, Young Environmental Consulting Group, LLC (YECG), Technical Consultant; John Kolb, Rinke Noonan, Attorneys at Law, Legal Counsel; Lindsey Albright, Dakota County Soil & Water Conservation District; Steve Pany, Manager, Prior Lake Spring Lake Watershed District; Judy Berglund, Craig Diederichs, and Greg Genz.

2. APPROVAL OF THE AGENDA

Administrator Loomis said she had an addition to the agenda. She had forgotten to add sponsorship for the 2021 Salt Symposium to be held August 3, & 4, 2021. She suggested that it be added as Item 4. I. of the Consent Agenda, if the Board did not object.

President Hartmann made a motion to approve the Agenda with the Addition of Item 4. I. - Salt Symposium sponsorship to the Consent Agenda. The motion was seconded by Manager Raby. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

3. CITIZEN FORUM

Administrator Loomis reported that she had not received communication from anyone that wished to address the Board.

4. CONSENT AGENDA

President Hartmann introduced the item. Administrator Loomis reported that Manager Salvato had contacted her prior to the meeting to report an error in the January meeting minutes. Administrator Loomis reported that the error had been corrected. The minutes noted Manager Salvato was not in attendance for the first vote taken at the meeting. She was in fact in attendance.

Manager Salvato asked about the Data Management project. Administrator Loomis explained that this was a project to gather all the LMRWD files in one place. Storage would be in the cloud, so that they could be accessed by anyone the District wished to share files with.

President Hartmann asked if the files would be encrypted. Administrator Loomis explained that files would be password protected and only the District would be able to allow someone access.

- A. Approve Minutes January 20, 2021 Regular Meeting**
- B. Receive and January 2021 Financial reports**
- C. Approval of Invoices for payment**
 - i. **Scott County SWCD - Q3 2020 monitoring & technical assistance**
 - ii. **State of Minnesota - Publication of RFP for Area #3**
 - iii. **Daniel Hron - February 2021 office rent**
 - iv. **Rinke Noonan, Attorneys at Law - December 2020 legal services**
 - v. **US Bank Equipment Finance - February 2021 payment on copier lease**
 - vi. **HDR Engineering, Inc. - Website maintenance & technical assistance**
 - vii. **Naiad Consulting, LLC - October , November & December 2020 administrative services & expenses**
 - viii. **TimeSaver Off Site Secretarial - Preparation of December 2020 meeting minutes**
 - ix. **Young Environmental Consulting Group - December 2020 technical, education & outreach services**
- D. Authorize execution of Joint Powers Agreement Between the Dakota County SWCD and the LMRWD for 2021 Technical Assistance Services**
- E. Authorize letter to MAWD regarding dues membership**
- F. Approve Internal Controls Policy dated February 17, 2021**
- G. Authorize amendment to Professional Services Agreement between LMRWD and DRB Consulting, LLC**
- H. Authorize execution of Intergovernmental Agreement between the Metropolitan Council and the LMRWD and Authorize execution of Pass-through Funding Agreement**
- I. Authorize Sponsorship of 2021 Salt Symposium**

President Hartmann made a motion to approve the Consent Agenda with the revisions to the January 20, 2021 meeting minutes. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

5. NEW BUSINESS

- A. No New Business**

6. OLD BUSINESS

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

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

- B. City of Carver Levee**

Administrator Loomis said she talked to the City Manager about the reason behind the request for \$75,000 since that was ¾ of what the LMRWD committed to the project. She reported that the City Manager said that it made sense for the City to use the funding the LMRWD was willing to contribute as part of the \$150,000 match to the Flood Hazard Mitigation grant. She further reported that the City Manager thought it seemed fair to split the match 50/50 between the City and the LMRWD. She said the City will pursue additional grants for construction once this phase of the project is done. She said a scope of the work to be completed using the Grant was given to the board in the meeting packet. The scope of work proposes to perform preliminary work to prepare for construction of the Levee. Work includes geo-technical investigations, surveys, easement acquisitions and more.

She noted a cooperative agreement has been prepared and sent to the City. The draft cooperative agreement has not yet been sent to LMRWD legal counsel. She asked if the Board needs to take an action to table the item until next month.

Attorney Kolb clarified there is no motion necessary, since no action is recommended.

Manager Raby said he doesn't agree with the City Manager that it makes sense to expend half of the contribution by the LMRWD that was proposed. He said he would not be in favor of contributing more than \$15,000. He would not support the motion recommended.

Manager Salvato asked what the implications would be if the LMRWD did not fund the total \$75,000 requested at this time. Administrator Loomis said she was not sure. Administrator Loomis noted the funds would be paid once the City expended funds. Manager Salvato acknowledged Manager Raby's concerns, but stated she would like to look at the whole picture.

President Hartmann clarified the amount the LMRWD agreed to contribute. Administrator Loomis said the board committed to up to \$100,000.

Manager Raby said the estimated cost of the total project is \$10 million and that this phase of work is less than 10% of the total cost. Yet the City is requesting 75% of the LMRWD contribution. That is why he is opposed to giving them this much of what the District agreed to contribute.

Manager Frey asked if the project was fully funded. Administrator Loomis said that it was not. Manager Frey noted that there is no guarantee that the project will be completed. Manager Raby said that is his concern with giving so much of the LMRWD contribution. He doesn't think it makes sense to give more than 10% of the contribution

Administrator Loomis said the preliminary work is important to the City in order to seek additional funding. She noted that the Resolution adopted by Board did not specify what the LMRWD contribution would fund. She noted that she understood Manager Raby's concern with the City's request.

C. Remote meeting participation

No new information to report since last update.

D. Dredge Management

i. Vernon Avenue Dredge Material Management site

No new information to report since last update.

ii. Private Dredge Material Placement

No new information to report since last update.

E. Watershed Management Plan

Administrator Loomis said at the time rules were adopted the financial assurance was addressed, but there were no specifics regarding financial assurances in the rules. She noted that the Board was provided with a technical memorandum explaining the action being recommended to the Board. She explained that financial assurances were not addressed in the original rules because it was planned that all the cities would have the ability to approve projects on behalf of the LMRWD. Some cities opted to not seek municipal authority to approve projects on behalf of the LMRWD, so the District must be able to manage risk of projects not being completed, by requiring financial assurances.

She explained a performance bond or letter of credit would be collected in the dollar amounts recommended in the memorandum. Ms. Young reiterated that this is to manage risk.

Manager Raby made a motion to approve staff recommendations regarding financial assurances as outlined in Technical Memorandum - Individual Permit Financial Assurances Recommendations dated February 12, 2021. The motion was seconded by President Hartmann. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

F. 2020 Legislative Action

Administrator Loomis provided an update regarding legislation the LMRWD would like introduced. She noted that Lisa Frenette, lobbyist for the LMRWD, provided an update to her before the meeting and offered her apologies that she was not able to attend the meeting.

Manager Salvato asked about the water storage component whether there was any particular emphasis on natural storage versus man-made. Administrator Loomis said she doesn't know if one type was preferred over another. She noted that were several bills introduced regarding water storage and some of those were not being supported by the LMRWD for several reasons; in one case funding would go to SWCDs and not Watershed Districts.

G. Education and Outreach Plan

i. Citizen Advisory Committee

Administrator Loomis said all the citizens being appointed to the Citizen Advisory Committee (CAC) were invited to the meeting and most were on the call. She introduced Jen Dullum, of Young Environmental, the Education and Outreach Coordinator for the LMRWD

Ms. Dullum said potential CAC members on the call. She outlined the efforts taken to fill the CAC. She noted the LMRWD is still looking for more committee members.

Greg Genz introduced himself and gave a brief background of his interest in the Minnesota River.

President Hartmann asked where Mr. Genz lives. He reported that he lives in Newport. Manager Raby asked if there was a requirement that members live within the District.

Della Young said that while it is preferred, there is not a residency requirement.

Judy Berglund introduced herself and mentioned that she had applied for and received several Cost Share grants from the LMRWD. She said she lives in Eden Prairie.

Craig Diederichs introduced himself and said he became interested in the work of the LMRWD during the last Plan update. He also lives in Eden Prairie.

Ms. Dullum said there was one more member, Jenny Karkowski, that was not able to attend the meeting.

Administrator Loomis noted that there is still room on the CAC for more members and asked the board to let her know if they knew of others that would be interested.

Manager Raby made a motion to the resolution 21-05 approving the recommended membership for the citizen advisory committee. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

ii. LMRWD Website Review

Administrator Loomis said this task was in the work plan approved by the Board. It will be one of the first tasks for the CAC to see if the website can be made more user-friendly.

Manager Salvato asked who currently maintains the website. Administrator Loomis said she is the person that maintains content on the website and that HDR is the consultant the LMRWD uses to develop and maintain the framework.

Ms. Young said the CAC will also be working on developing the infrastructure for the CAC and CAC bylaws.

iii. LMRWD Proposed Social Media Plan

President Hartmann introduced this item.

Manager Salvato asked if the LMRWD has been successful in getting more visible media attention for the 60th Anniversary video. Ms. Young responded that the answer to that question segues into the discussion of social media.

Ms Young reported that they have been working on how the LMRWD might receive more attention in the press. They have found that some kind of hook is needed or an editorial usually precedes coverage. So they are looking at how to get more visibility for the District, such as working with local chambers of commerce and others. She noted that is going to be a difficult prospect.

Ms. Young said the original Education & Outreach plan had identified writing articles and this social media proposal would take the place of the articles. She noted they struggled to complete the task of written articles called for in the work plan. She said that as they worked to identify the audience and that it made sense to pivot to using social media as opposed to traditional means of communication.

Manager Raby clarified there will not be an impact to the cost to the District.

Manager Raby asked about Twitter. Manager Salvato pointed out that with Twitter it is easier to keep things out there by re-tweeting a post. Ms. Dullum said that with Twitter it is easy for items to get buried because of the volume of tweets. She noted that posts stay up longer and relevant on Facebook. President Hartmann said he supports this approach, that social media is here to stay and thinks this will be cost effective.

Administrator Loomis asked for the Board to provide direction. The Board agreed with moving ahead with social media in place of the written articles.

H. LMRWD Projects

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

i. Eden Prairie Study Area #3

Administrator Loomis said LMRWD staff independently ranked each proposal received and asked the City of Eden Prairie to do the same. All the independent rankings (including the City's) identified the same consultant on top, which was Inter-Fluve. She said the District presented a professional services agreement for the Board to review, which will be entered into with the chosen consultant.

Manager Raby questioned why there weren't interviews. Ms. Young responded and walked the Board through the parameters used to evaluate the criteria. She said the first ranking was conducted without consideration of cost. After that, she said that everyone was asked to rank the proposals again this time considering cost. When cost was factored in, Inter-Fluve still ranked ahead of the others. She said that because Inter-Fluve's proposal was ranked so high compared to the others, that it was determined that interviews were not necessary.

Ms. Young noted that Inter-Fluve's project manager has considerable experience, with 65 other restoration projects in her repertoire. She noted the proposal considered items that were never part of the original proposal request, such as the impact of ice flows and boat wakes. They also presented a deep dive into geo-technical stability analysis that went beyond what was originally considered. The proposal got into hydraulic and hydrology analysis. Lastly, the proposal was very thoughtful in terms of potential risks; looking at high water, climate conditions, permitting delays and potential escalation of construction costs.

The most important consideration was that they split up their proposal into two phases. The first phase between now and August would get the project to 90% and include a probable cost analysis and then wait until the District had funding. They would then finish the last piece of the project to get the District to 100%. As opposed to completing the project shelving it and having the District re-tool it as some point in the future.

So just given the approach presented it was clearly the most responsible proposal.

Manager Raby just wanted it to be transparent as to exactly why Inter-Fluve's proposal was the one recommended

Manager Raby asked about the schedule in the proposed contract and what happens if they don't meet the schedule. Attorney Kolb responded to Manager Raby's question. Manager Raby could not remember the exact location of the terms in the contract that he questioned.

President Hartmann noted there are two different items before the Board on this project. The first is to accept the proposal and execute the professional services agreement. The second is to authorize execution of the grant agreement.

President Hartmann made a motion to accept the Inter-Fluve proposal. The motion was seconded by Manager Salvato.

Administrator Loomis asked if the motion included authorizing execution of the Professional Services Agreement. Attorney Kolb noted the motion could be amended.

President Hartmann amended the original motion to include execution of the Professional Services Agreement. Manager Salvato accepted the amendment. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None

Administrator Loomis said the LMRWD received a grant through the Metro-area Watershed Based Funding program for this project. She noted that she originally thought the grant would be for \$100,000, however, the final amount of the grant was for \$125,732 and execution needs to be authorized.

President Hartmann made a motion to authorize execution of the grant agreement with the Board of Water & Soil Resource for the Metro-area Watershed Based Funding Program. The motion was seconded by Manager Raby. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

I. Project/Plan Reviews

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

i. Approve Municipal Permit for the City of Carver

Administrator Loomis said staff is recommending approval of a municipal permit for the City of Carver.

President Hartmann made a motion to approve a municipal permit for the City of Carver. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

ii. Approve amendment to LMRWD permit 2020-123, Shakopee Flats

Administrator Loomis explained this project has come before the Board in the past. The first time the Board saw this project was when they demolished the existing structures on the property. The second time it came before the Board was when they began to grade the site and begin foundation work. The reason this application has appeared to be piecemeal was because there was no storm water plan. The project requires stormwater management BMPs that are planned by the City to manage its stormwater. Therefore, the developer has been waiting on the City to provide the LMRWD with information needed to issue a permit. Ms. Young said Young Environmental has been in communication with the City regarding this project and plans to manage stormwater from the site and is therefore recommending approval.

President Hartmann made a motion to approve an amendment to LMRWD Permit 2020-123, Shakopee Flats, 339 1st Avenue, Shakopee, MN. The motion was seconded by Manager Raby. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato; the following voted against: None.

Manager Raby went back to the Inter-Fluve contract and questioned the completion terms in section 3.01. He said it seemed open ended. Attorney Kolb said this was drafted in advance of the selection of a consultant and some consultants had tight timelines in their proposals and other had alternatives. The proposal chosen was one that had alternatives, because it proposed two phases; the first that would get the District to 90% of the complete project and then waiting until the District had secured funding before completion of the project. For that reason, the agreement was written the way it was. It was intentionally fuzzy. He noted the consultant has agreed to leave the project open until such time as the District gets funding and then completing the project at that point in time.

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

7. COMMUNICATIONS

A. Administrator Report: Administrator Loomis commented on the letter from the former manager Len Kremer and what was meant by the term urban partnership. She updated the Board on conversations she had with Mr. Kremer and shared an email she had received from him. The Board agreed the 'ask' was still kind of fuzzy. She asked the Board to consider whether or not the Board would like staff to spend time on this. The Board agreed that it was worthwhile for staff to continue to spend time on this. Manager Salvato asked if larger implications that should be considered when we're deciding to become a partner in an Ag/Urban partnership.

She noted that she was interviewed by Chaska local access cable television about the East Chaska Creek project

- B. Managers:** Manager Raby said his term expires at the end of February and he thinks he has been reappointed. He said he received communication from the County that he was and another that he was not re-appointed. It was noted the Manager Frey's term has also expired. Administrator Loomis said she would check with the County about both appointments.

The board talked about how it has been a year that the meetings have been done online.

- C. Committees:** No report
D. Legal Counsel: No report
E. Engineer: No report

8. ADJOURN

At 8:23 pm, President Hartmann made a motion to adjourn the meeting. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Frey, Hartmann, Raby and Salvato the following voted against: None.

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

Lauren Salvato, Secretary

Attest:

Linda Loomis, Administrator



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes of Regular Meeting

Board of Managers

Wednesday, March 17, 2021

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

Approved _____, 2021

1. CALL TO ORDER AND ROLL CALL

On Wednesday, March 17, 2020, at 7:00 PM, President Hartmann called to order the meeting of the Board of Managers of the Lower Minnesota River Watershed District (LMRWD). The meeting was convened on-line due to the health emergency created by the COVID-19 pandemic.

President Hartmann asked for roll call to be taken. The following Managers were present: President Jesse Hartmann, Manager Dave Raby, and Manager Lauren Salvato. (Manager Adam Frey's term expired and he did not seek re-appointment) In addition, the following joined the meeting: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator; Della Schall Young, and Jen Dullum, Young Environmental Consulting Group, LLC (YECG), Technical Consultant; John Kolb, Rinke Noonan, Attorneys at Law, Legal Counsel; Lindsey Albright, Dakota County Soil & Water Conservation District; Steve Pany, Manager, Prior Lake Spring Lake Watershed District; Brent Mareck, Carver City Manager; Courtney Johnson, Carver Mayor; Jon Utecht, Water Resource Specialist, Scott Soil & Water Conservation District; Len Kremer and Lisa Frenette, Frenette Legislative Advisors, Lobbyist for the LMRWD. (Ms. Frenette joined the meeting at 7:30 p.m.)

2. APPROVAL OF THE AGENDA

Administrator Loomis requested that the approval of the February meeting minutes be removed from the agenda.

President Hartmann made a motion to approve the Agenda removing the February meeting minutes from the agenda. The motion was seconded by Manager Salvato.

Manager Raby asked if the cost-share application reimbursement request on the consent agenda was the one that the plant costs came in less than budgeted. Administrator Loomis clarified that the comment was meant to explain why the plant material costs were so low. She said that the cost of the plant material was the actual cost that was applied for.

Manager Raby was concerned that the applicant was being paid more than the actual cost of the plant material. Administrator Loomis assured Manager Raby that the applicant was being reimbursed for actual costs and the total reimbursement requested do not exceed the amount of the grant approved by the Board at the time the application was authorized.

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

3. CITIZEN FORUM

Administrator Loomis reported that she had not received communication from anyone that wished to address the Board.

4. CONSENT AGENDA

President Hartmann introduced the item.

Manager Salvato wondered why there is not more detail on the services rendered by Frenette Legislative Advisors. It would be nice to have more specifics for auditing purposes. She noted that other invoices received, such as those from Rinke Noonan and Young Environmental, contain much more detail.

Administrator Loomis noted that Frenette Legislative Advisors was retained on the basis of an annual fee of \$20,000 and that the LMRWD pays the annual fee across the course of twelve monthly payments. Legal counsel and Young Environmental invoice the LMRWD based on actual work performed.

Attorney Kolb suggested that a copy of the consulting agreement could be provided to Manager Salvato, which would help her understand the basis upon which the proposal was made and the basis of payment.

~~A. Approve Minutes February 17, 2021 Regular Meeting~~

B. Receive and file February 2021 Financial reports

C. Approval of Invoices for payment

- 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**

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

E. Authorize letter to MAWD regarding dues membership

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

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

5. NEW BUSINESS

A. Presentation of 2020 Scott County monitoring results and approval of 2021 monitoring, education & technical assistance agreement

Administrator Loomis introduced Jon Utecht, Water Resource Specialist, Scott County Soil & Water Conservation District. She noted that the monitoring agreement included costs for Chloride monitoring. This item will be removed from the agreement in 2021. Chloride monitoring was done for one year to determine if there was a need to conduct more monitoring for Chloride. Also, Chloride is one pollutant measured at the Met Council WOMP (Watershed Outlet Monitoring Program) station. Therefore it was agreed that there was not an additional need to continue to monitor Eagle Creek for Chloride. She noted the amount in the agreement is a maximum/not-to-exceed number and the Board is billed according to services rendered, time, and materials. The not to exceed amount will be reduced by \$7,400.

Mr. Utecht shared a presentation of the 2020 monitoring results. Precipitation for the year was lower than average and far from 2019's historical record, so some results may look different as

water quality is dependent upon precipitation events. Mr. Utecht detailed the monitoring activities that are conducted on behalf of the LMRWD.

Thermal monitoring of Eagle Creek is important because Eagle Creek is a trout stream and trout are very sensitive to temperature. Anything outside their optimal range can inhibit growth and spawning. Thermal loggers capture temperatures along the ponds and creek. There are three loggers; upstream, mid-stream and downstream. Pond loggers were added a few years ago.

Results in the main stem mostly stayed below the maximum optimum temperature in the creek. The mid-stream logger was either buried or lost and a majority of the summer data was lost. They now have the mid-stream logger attached to a fence at the downstream end of a culvert so there should not be any future issues. Temperature exceeded the optimal 17.6 degrees Celsius 36 times throughout the year which may have been a result of low precipitation and high temperatures. The loggers track closely to the ambient temperatures and precipitation events.

Mr. Utecht showed the Met Council's Watershed Outlet Monitoring Program Station (WOMP Station) located under the bridge. He noted the picture was taken during a high-water event and that normally the flow is well below the actual station. A lot of data is collected at the WOMP station. He presented a graph that showed discharge data. The graph shows the number of times that water quality samples were collected on a bi-weekly basis, and three different composite samples collected during storm events by an automated sampler inside the station. A total of 26 different water quality samples were collected. There was a short period where monitoring activity ceased due to COVID-19.

Looking at the results you can see a number of different parameters are monitored. Chlorides are well below the 230milligram/liter standard, and nitrates are well within range with one sample outside the maximum; this is also seen with phosphorous. Mr. Utecht said the total suspended solids and E. coli levels are a little more concerning.

Compared to other up-stations around the area, Eagle Creek has a very low suspended solid readings. Looking at the 2019 TSS data there were a lot of peaks and areas where TSS exceeded the standards, which were because of the high amount of precipitation. In 2020 with the below-average precipitation, the bi-weekly samples fell below that exceedance through the range prescribed. The composite event samples both exceeded that standard.

In 2019, there were spikes in the E. coli levels in both the winter and summer. In 2020, the E. coli did create that huge spike in the winter, though there were only a couple of samples with some very high E. coli. Mr. Utecht suspects the E. coli is coming from natural bird activity upstream of the station. Throughout winter he sees birds constantly using the open water as a source of fresh water. Looking at the geometric mean, which is one of the standards to track E. coli data, and comparing 2019 and 2020 data, in the summer, they still see the standard exceeding the geometric standard but there has not been much change throughout the two years.

Basic water quality standards are all within the standards set and there are no issues. In summary, precipitation is playing a high factor in the total suspended solid concentrations and is also impacting E. coli records and they will continue to monitor these two areas.

Moving onto the Dean Lake inlet monitoring; a few years ago it was reclassified as a wetland, and there is still a need to monitor. According to State statute there should not be any degradable water quality conditions, even to wetlands, and this station has quite a historic water quality database. There is a water logger at Dean Lake that records discharge through the station data every 15 minutes. There were two separate spikes in discharge, the first

immediately after the spring thaw and the Prior Lake outlet upstream of the station was open; the second was a bit more perplexing but apparently there was some debris that had collected on the Prior Lake outlet and removing that debris caused that significant spike.

In total there were 17 non-event bi-weekly samples taken and 4 event samples along with 4 flow measurements. The nitrates levels were on the high side on a few samples, as were the phosphorous levels. One sample of suspended solids exceeded the lake standards (the previous standards they measured to before the lake was re-classified).

The Savage Fen has 13 different well locations spread across a 45-acre area. Savage Fen is a calcareous wetland complex that produces some unique and rare vegetation and wildlife. All data collected is uploaded into the Minnesota DNR observation well database and is open to the public to see the data and trends of the wells.

Throughout 2020 they saw a drop in water levels of the wells, which is not surprising given the dry-ish year. Over the past 10 years the well levels have been on a steady uptick.

Ideally, they would like to see a zero-net change throughout the wells over 10 years, but given the dry year it is not really surprising that some wells are lower than the average – and none of them are really that low with the lowest one just under a foot. For the Eagle Creek wells they saw a similar trend. There was one well that has been flowing and this year it was not and they were able to collect data all summer. Looking at 10-year historical data there has not been a whole lot of change. There has been some variation in the data that correlates with the precipitation.

There has been talk of the DNR sealing some of the Eagle Creek wells and a few of the Savage Fen wells, they regularly review the well systems and look at which ones they use for their information, and make suggestions based on which wells are needed and those that are not – more to come on that. In 2021, things will primarily be the same, although they will not be doing the chloride monitoring.

President Hartmann asked Mr. Utecht about the missing testing unit and asked if that was due to natural causes. Mr. Utecht believes it was natural, but could not say what the cause was. He was not able to find it, although he said he didn't spend a lot of time looking. He will continue to keep an eye out for it.

Manager Salvato asked about the Eagle Creek thermal monitoring and asked if that is a groundwater fed creek. Mr. Utecht replied yes. She asked about possible restoration actions and how temperature could be mitigated. Mr. Utecht replied that more natural habitat would help stabilize temperature and deeper pools would offer a refuge area for the trout during extreme temperature events.

Manager Salvato questioned the high TSS and E. coli values how it could be attributed all to precipitation. Mr. Utecht forgot to mention previously the high values stated during his presentation are typically seen during event samples, for example, after a one-inch precipitation events when the stream is high and flushing out everything in the system and because of the unstable stream bed the flow picks up the sediment and produces high TSS values along with E. coli. She asked if they would try to capture other precipitation events in other summer months. Mr. Utecht said yes. He noted that the composite sampler is stage based and will automatically collect samples to try to capture the peak discharge. He said in the past there has been trouble getting the sampler set up to collect samples at the peak flows. There is a new sampler in 2021 and hopefully there will be fewer issues.

President Hartmann thanked Mr. Utecht for his presentation.

Manager Raby made a motion to approve of 2021 monitoring, education & technical assistance agreement. The motion was seconded by Manager Salvato.

President Hartmann clarified they will be removing the chloride monitoring for \$7,400.

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

B. Authorize 2021 Cost Share project for Jefferson High School Earth Corps

Administrator Loomis said this project is being requested by the Earth Corps at Jefferson High School. The Earth Corps wants to leave a legacy of a rain garden for the school yard. The City of Bloomington has been providing technical assistance. Loomis recommends approval of the cost share project. She clarified it is not that the plant material was less than what they were asking, but the grant is 50/50 and they showed that what they were requesting from the Board was higher than their contributions. She noted it is only a \$50 difference and she will clarify the dollar amounts with them. President Hartmann asked if a site plan was provided. Administrator Loomis said she did not receive a site plan, but in speaking with the applicant she is aware of the location on the school grounds.

Manager Raby said as part of the Earth Corps "in-kind" it seems they are trying to get the Audubon Society to contribute. It seems like double contributions if the Board approves all of that and he asked if he is missing something as Audubon contribution is \$1,300, and perhaps that ought to come off the request. Administrator Loomis stated they are getting an additional grant and that the LMRWD has never talked about whether other grant money can be used toward a match or not. She said the cost share guidelines don't say anything about receiving other grants. Manager Raby didn't think another grant should be counted as 'In-kind' services.

Attorney Kolb asked if they gave an indication of what the total need is and whether the Board is only fulfilling a part of that or if they have asked two parties and both are intending to fulfill full need. He thinks they need to coordinate that – if they only need so much it is wise to consider eliminating what they are contributing so others can also support the effort. He stated the Board could support 100% of need remaining after other contributions up to a total of the value the Earth Corps has asked for. That way if those other grants fall through there is a backup plan to get 100% of what they have asked for.

President Hartmann likes the way Attorney Kolb stated that.

Manager Raby can agree as well, up to the maximum of \$3,200.

Manager Raby made a motion to authorize 2021 Cost Share project for Jefferson High School Earth Corps for 100% of the needed remaining after other contributions up to a maximum of \$3,200. The motion was seconded by President Hartmann. Upon a vote being taken the following voted in favor of the motion: Hartmann, Raby and Salvato; the following voted against: None.

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

Administrator Loomis said this is a homeowner that wants to put in a rain garden and rain barrels; she is asking for \$500 construct a rain garden and rain barrels to capture water coming off the roof and downspouts. The applicant intends to use the rain captured to water the rain garden.

After discussion about cost and time concerns by the Board, Administrator Loomis suggested tabling this item while she works with the applicant. The Board also discussed whether or not to

require applicants to attend a class prior to applying for a grant. She noted that other watershed districts require that. Manager Raby noted the Cost Share guidelines would have to be changed so that applicants are aware of that requirement.

Manager Raby said he is okay either way. [approving the request or tabling the item]

President Hartmann made a motion to table 2021 Cost Share project for 11300 Goodrich Road, Bloomington. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Hartmann, Raby and Salvato; the following voted against: None.

Lindsey Albright informed the Board that applicants can take classes from Dakota County can take classes whether or not they live in Dakota County.

6. OLD BUSINESS

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

No new information to report since last update.

B. City of Carver Levee

Administrator Loomis said a cooperative agreement has been drafted and reviewed by the City with some suggested revisions. It has also reviewed by the LMRWD's legal counsel. The Board is being asked to approve the cooperative agreement and authorize execution. She noted Carver Mayor Johnson and City Manager Brent Mareck had joined the meeting.

Manager Raby clarified his concerns: this phase of the project is the preliminary design and probably will complete no more than 10-15% of the overall project. The LMRWD has agreed to contribute a total of \$100,000 for a complete project yet the City is asking for 75% of their contribution. He does not think they should contribute more than 10-15%, maybe 25%; because there is no assurance that the project will go forward.

Mayor Johnson noted the City has an \$11.2 million dollar levee improvement project in Carver which will address four areas of deficiency: the slope, the height, internal drainage, and the free space at the base of the levee – this is not a tear down and rebuild project. Carver has invested \$1.2 million so far and hopes to get bonding bill money of about \$9 million to pay for this. She noted the project is a long-term project and they are grateful for the LMRWD's resolution of support of \$100,000. Carver received a grant from the MN DNR for \$150,000 which has a one-to-one match so they need to come up with an additional \$150,000. Mayor Johnson said it was not communicated to them that the LMRWD money was dependent upon a finished project. She assured the Board that the city intends to complete this project. The City of Carver will put in \$75,000 and they were counting on the Watershed District to contribute \$75,000.

Manager Raby said historically the Watershed District has tried to tie their contribution to the stages of completion of projects. Typically, the LMRWD has not contributed any funds until completion of a project.

Mayor Johnson stated it could be 10 years down the road when this project is completed.

Manager Raby responded that if they put in all the money up front, five years from now the project could die because the City of Carver did not receive funding; then LMRWD will have contributed for a project wasn't completed.

Mayor Johnson said the City is committed to seeing the project through to completion.

Brent Mareck said the City would be fine with the Board's decision and like any other project, the most important steps are at the beginning. He noted they will do the project regardless of

the LMRWD'S contribution and if they choose another amount, the City of Carver will be fine with whatever the LMRWD Board decides. He stated this project has had more momentum in the last 18 months than at any other time since the levee was constructed. Mr. Mareck does not want to take the first step on this project and have the Board feel uncomfortable with their investment.

Manager Salvato does not think they should doubt the City's commitment and their economics are inhibited because they have to carry these flood plain policies. She noted they could withhold the last 25% and could take this as a learning lesson to be better at communication on both ends.

Manager Raby does not know if the LMRWD has an official policy but since he has been on the Board, they have supported projects but, quite often after the project is completed, for example the Riley Creek project. He noted these contributions come from constituents and he wants to make sure the Board is making the right fiscal decisions.

Attorney Kolb said he and Administrator Loomis talked about this when they looked at the proposed cooperative agreement. The agreement in the packet does not contain language they had discussed; it had been posted before they talked about amendments. There is a provision in the current memo at item 2.2 that addresses specifically the LMRWD will be responsible for \$75,000 of the cost, technical assistance, and information to the City's consultant as requested. He noted this project is so large that at some point the City must get off center. He and Administrator Loomis suggested adding this sentence to the end of section 2.2: *the forgoing financial assistance shall reduce the total amount of financial assistance to the City's levee improvement project, authorized or contemplated by Resolution 20-10.* Thereby it would really lock in the commitment to the district's overall financial contributions and being clear with the City that this \$75,000 cuts into the \$100,000 that was anticipated at the end. Whether they spend it now or later is a separate issue. With some level of sympathy to the City's position and also wanting to be respectful of the Board's wishes, they thought that sentence might be a good compromise to allow this to go forward but being very clear the limit of the obligations being taken by the District. Manager Raby thinks that sentence should be added regardless of the amount of contribution made at this point, but he feels that it still does not address his concern.

President Hartmann asked if they can include a contingency statement in case the project does not get completed. Mr. Mareck proposed that the City of Carver not approach the Watershed District for the remaining \$25,000 until they can confirm that construction has begun on the project.

Attorney Kolb responded to President Hartmann's question and said yes, they can include a reimbursement requirement if the project does not occur within a reasonable timeframe. He does not know how that could be anticipated, knowing how long these projects take going forward and the number of financial contingencies required, especially in seeking State bonding money.

President Hartmann noted the request may not be the most conventional approach (the request up front versus how they typically pay at the end), but he believes they may be the spark to get the fire going. That is his position.

Manager Salvato is amenable to this and does not know if they need the contingency but she likes Mr. Mareck's suggestion. Manager Raby stated he is still troubled and will not be supporting this.

President Hartmann asked how to proceed. Attorney Kolb said based on the City Manager's suggestion that it should go to the City Council, to see if they are willing to the LMRWD withholding the remainder until construction. He noted that the LMRWD could adopt it contingent upon the City Council's approval.

Mr. Mareck said the City Council has not seen this agreement, but he believes that the City Council would adopt the agreement with the inclusion of the language suggested.

Manager Salvato made a motion to adopt the amended language to the cooperative agreement contingent upon City Council's approval of the amendment that the remainder of the 25% will not be requested until construction occurs. The motion was seconded by President Hartmann. Upon a vote being taken the following voted in favor of the motion: Hartmann and Salvato; the following voted against: Raby.

C. Remote meeting participation

No new information to report since last update.

D. Dredge Management

i. Vernon Avenue Dredge Material Management site

No new information to report since last update.

ii. Private Dredge Material Placement

No new information to report since last update.

E. Watershed Management Plan

No new information to report since last update.

F. 2020 Legislative Action

Lisa Frenette said this has been a busy month; all four of the LMRWD bills have been heard in both the Senate and the House. By four bills she means two bills moving through each body. She noted the purpose of each bill; the appropriation language and the funding transfer agreement for the Seminary Fen Ravine project. She noted that BWSR has been very supportive of the LMRWD bills.

She noted this session has been more difficult because everything has been done virtually. Manager Salvato asked if it has been easier being virtual. Ms. Frenette said no. When the Legislature meets in person, she has more access to members. Virtually, it is easier for members to avoid people and to not respond. In person, she is able to find people in the hallways and walk with them and meet up with them in other ways.

The State is in a great place because they did not have a budget deficit. She has also been monitoring the water storage bills introduced and heard. She noted concerns with one water storage bill. She said BWSR would like to start a water storage program that she thinks will make things more difficult for watershed districts in terms of which agency will be in charge. Several questions have not been answered such as what is the definition of water storage, would BWSR be competing with DNR funds for water storage, and how would they work together. She has been keeping an eye on these bills for the LMRWD to make sure something happens, especially in the upper Minnesota Basin. If BWSR comes in and initiates another program there could be some skepticism, due to the manner in which the buffer law came across a few years ago. That didn't sit well with the ag-community.

Manager Salvato asked what happened that the State is not in a deficit as they were projecting a shortfall of billions of dollars. Ms. Frenette replied that state revenue came in higher than was

projected last November and this February they did not come up short...she noted people still pay their taxes and shopped online.

G. Education and Outreach Plan

i. Citizen Advisory Committee (CAC)

Administrator Loomis said there is an additional applicant for the CAC that would like to be appointed. Manager Salvato asked for some more background on the individual. Jen Dullum, Young Environmental, LMRWD Education & Outreach Coordinator, provided additional information about the applicant, Theresa Kuplic.

Administrator Loomis asked that the Board adopt Resolution 21-06 to appoint Theresa Kuplic to the CAC.

President Hartmann made a motion to approve Resolution 21-06 appointing Theresa Kuplic to the Citizen Advisory Committee. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Hartmann, Raby and Salvato; the following voted against: None.

H. LMRWD Projects

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

i. Eden Prairie Study Area #3

Administrator Loomis noted the Board approved a grant agreement with the Board of Water and Soil Resources for this project last month and now must submit a work plan to go along with the grant. A work plan for the project was put together by Young Environmental and is in the packet.

Manager Raby asked what the original proposal was before they made the decision to request proposals. Ms. Young replied it was around \$250,000 if she remembers correctly; it was 15-20% of the proposed construction cost that had been inflated from when it was originally recommended.

Manager Raby said they have only budgeted \$100,000 this year yet it will pretty much be paid this year.

Administrator Loomis stated they have a grant of \$127,000, there is \$100,000, and she said they have been assessing money for this site for a few years so there is money built up in the fund that can be directed toward this project. She noted that information can be found on the CIP spreadsheet that was provided to the Board with last year's budget.

Manager Raby made a motion to approve the work plan for the next phase of work. The motion was seconded by President Hartmann. Upon a vote being taken the following voted in favor of the motion: Hartmann, Raby and Salvato; the following voted against: None.

I. Project/Plan Reviews

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

i. Southwest Logistics Center, 7070 Cretex Avenue, Shakopee

Administrator Loomis noted this is a former industrial site being repurposed and redeveloped; this is the first development in the area and likely the largest parcel to be developed in that area. Staff recommends approval. The site was previously used by a concrete product manufacturing company.

Ms. Schall Young noted there is a figure in the packet that shows where the building is going to go (Figure 1 on Page 6). She said this project is actually reducing many negatives of the site. It is really a good project and promoting the water quality benefits and other things the LMRWD likes to see.

President Hartmann made a motion to conditionally approve LMRWD permit No. 2021-003, Southwest Logistics Center subject to the following conditions; receipt of NPDES permit, names and contact information for the contractor and person responsible for compliance and an executed maintenance agreement. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Hartmann, Raby and Salvato; the following voted against: None.

ii. **HCRRA assignment of maintenance responsibility**

Administrator Loomis said this item will transfer responsibility for maintenance from the Hennepin County Regional Rail Authority to Carver County.

Manager Raby made a motion to approve the transfer of the maintenance subject to the satisfactory review of the assignment by legal counsel. The motion was seconded by Manager Salvato. Upon a vote being taken the following voted in favor of the motion: Hartmann, Raby and Salvato; the following voted against: None.

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

7. **COMMUNICATIONS**

A. **Administrator Report:** Administrator Loomis does not have anything to add to the Administrator's Report. She noted Dakota County plans to have a new manager appointed by the next Board meeting. Her sources say that the County Board intends to make an appointment in April. The individual being appointed is a middle school earth science teacher.

Ms. Schall Young asked about the removal of the mandatory work from home order, how does that affect meetings of the LMRWD. Will they still be virtual? Attorney Kolb said last week at a press conference, Governor Walz announced as of April 15 he will remove the mandatory work at home recommendation, but he leaves it open and it will remain open as long as the emergency declaration stays in place. He recommended the Board continue to plan to meet virtually through the next meeting and they will see what happens with the emergency declaration. He said he will work with the Administrator will to advise about meetings.

Manager Raby said now that they are missing a Hennepin County Manager and because the postcard mailing seemed to work in Dakota County, perhaps they ought to do the same thing. Manager Salvato likes that suggestion.

President Hartmann asked how much the typical cost of the mailing would be. Administrator Loomis replied the Dakota County mailing was less than \$700.

Manager Raby made a motion to send a mailing to residents within the Watershed District in Hennepin County requesting interest in the open Manager position. President Hartmann seconded the motion. Upon a vote being taken the following voted in favor of the motion: Hartmann, Raby and Salvato; the following voted against: None.

Manager Raby asked in light of the fact that the Board approved the Carver payment, where is that budget as he did not see it in the 2021 budget. Administrator Loomis replied it is not in the 2021 budget because it came in after the budget was put together; they would use fund balance to pay for that and would levy for it in 2022.

Manager Raby asked if they would levy for the full \$100,000. Administrator Loomis replied they would probably levy for the full \$100,000. She and Ms. Schall Young are putting together a list of things they need to amend the plan to include and this is one of those projects.

Ms. Schall Young noted in looking at past projects there were some dollars set aside for Carver some time ago. She does not know if they still have those in their fund.

Administrator Loomis noted there was past money levied to be use in the City of Carver for a project that did not come to fruition and will check to see if those funds had been re-allocated. Manager Raby requested that in the future, when the Board is being requested to allocate funds, it would be helpful to provide how the District intends to fund the project.

Manager Salvato said she ran across the East Chaska Creek project and took some pictures. It was noted that those pictures could be used for PR purposes by the District. President Hartmann asked who maintains the Facebook and other pages. Ms. Young said Jen Dullum has been doing that. Administrator Loomis noted the Lower Minnesota River Watershed District is on social media and pictures like that could be posted.

She encouraged the Managers to look them up on Facebook, Twitter, and Instagram and "like" them.

Attorney Kolb is a big advocate of getting vaccines if they can and posted a link of vaccination clinics.

- B. **Managers:** No Report
- C. **Committees:** No report
- D. **Legal Counsel:** No report
- E. **Engineer:** No report

8. ADJOURN

At 9:02 pm, President Hartmann made a motion to adjourn the meeting. Manager Salvato seconded the motion. Upon a vote being taken the following voted in favor of the motion: Hartmann, Raby and Salvato the following voted against: None.

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

Lauren Salvato, Secretary

Attest:

Linda Loomis, Administrator

Item 4.B.
LMRWD 4-21-21

BEGINNING BALANCE	28-Feb-21	\$ 1,667,151.71
ADD:		
General Fund Revenue:		\$ -
		-
Total Revenue and Transfers In		\$ -
DEDUCT:		
Warrants:		
428968	Liberty Mutual Insurance Company 2021 Surety Bond Payment	\$ 180.00
428979	Rinke Noonan Attorneys at Law January 2021 legal services	\$ 3,117.00
428984	US Bank Equipment Finance April 2021 copier lease payment	\$ 168.10
429078	Daniel Hron March 2021 office rent	\$ 650.00
429084	Metro Sales, Inc. Copier maintenance agreement payment	\$ 75.57
100015610	Dakota County SWCD Q2, 3 & 4 monitoring & technical assist.	\$ 5,510.00
100015630	Young Environmental Consulting January 2021 technical & E & O services	\$ 39,638.74
100015707	TimeSavers Off Site Secretarial Preparation of Jan 2021 meeting minutes	\$ 151.00
JE	Carver County Finance Q1 2021 financial services	\$ 1,373.50
		50,863.91
Total Warrants/Reductions		\$ 50,863.91
ENDING BALANCE	31-Mar-21	<u>\$ 1,616,287.80</u>

EXPENDITURES	2021 Budget	March Actual	YTD 2021	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 10,517.38	\$ 13,044.15	\$ (236,955.85)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ 16,131.86	\$ 16,131.86	\$ (83,868.14)
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	\$ -	\$ -	\$ (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	\$ 2,732.50	\$ -	\$ (75,000.00)
TH 101 Shakopee Ravine	\$ -	\$ -	\$ -	\$ -
Assumption Creek Hydrology Restoration	\$ -	\$ 2,125.50	\$ 2,125.50	\$ 2,125.50
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	\$ -	\$ 5,241.64	\$ 5,241.64	\$ 5,241.64
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	\$ 4,086.19	\$ 4,086.19	\$ (45,913.81)
<i>Monitoring</i>	\$ 75,000.00	\$ 3,800.00	\$ 3,800.00	\$ (71,200.00)
<i>Watershed Management Plan</i>	\$ 10,000.00	\$ 969.54	\$ 969.54	\$ (9,030.46)
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00	\$ 4,509.30	\$ 4,509.30	\$ (25,490.70)
<i>Cost Share Program</i>	\$ 50,000.00	\$ 750.00	\$ 750.00	\$ (49,250.00)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ -	\$ -	\$ (240,000.00)
Total:	\$ 1,140,000.00	\$ 50,863.91	\$ 50,658.18	\$ (1,089,341.82)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, April 21, 2021

Agenda Item

Item 4. D. - Authorize partial payment to Blackstone for East Chaska Creek

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD East Chaska Creek bank stabilization project began in February 2021. Work began and then had to be put on hold because of extremely low temperatures in February. Work resumed as weather permitted and by March 5, 2021 all toe protection, rock/cross vanes and root wads had been installed on the downstream portion. The site was stabilized with seed and erosion control blankets and Blackstone, the contractor, was completely demobilized from the site. Blackstone investigated the conditions near the plunge pool (the downstream side of the Crosstown Boulevard Bridge) and found the gas main in that location was in the frost layer. It was determined that it was not safe to perform planned work at that location, until the creek bed thawed.

Work remaining consists of the following:

- Complete the plunge pool and final cross vane once conditions allow
- Perform finish grading of areas where frost chunks did not allow smoothing of backfill and material excavated from the channel bottom
- Re-seed and re-blanket as needed
- Install plantings
- Final walkthrough and punchlist prior to final completion

Blackstone has submitted a request for payment for work that has been completed so far, less a retainage. The payment request has been reviewed by Young Environmental Consulting Group and is attached. This project will be paid for by a grant through Clean Water Fund administered by the Board of Water and Soil Resources under the Metro-area Watershed Based Funding Pilot Program. A copy of the grant agreement is attached. Additional funds for this project have been collected from the levy over the course of a number of years.

This project has been on the LMRWD capital plan since its 2011 Plan. A feasibility study was begun in 2015 and completed in 2016. The study identified work that is being completed now. Budget year 2016 included \$200,000 for this project and in 2019 budget; an additional \$50,000 was included. Additionally, the study identified an area for the creation of a treatment wetland and \$10,000 and \$50,000 were included in the 2018 and 2019 budgets respectively for the treatment wetland.

Since 2015, the LMRWD has spent \$134,685.32 on studies, re-assessment of data, design, permitting, and other engineering tasks. The following table provides detail regarding the revenues and expenses for this project.

Item 4. D. - Authorize partial payment to Blackstone for East Chaska Creek

Executive Summary

April 21, 2021

Page 2

The following table does not include any revenues collected for the treatment wetland. Since the original feasibility report was prepared, the City of Chaska, who owned the site considered for the treatment wetland, developed the site. Revenues collected for the treatment wetland should be re-allocated. Staff will recommend to the Board how the revenues should be re-allocated at a future meeting.

Fiscal Year	Revenue	Expenses	Grant Revenue	Balance
2015		\$19,369.65		(\$19,369.65)
2016	\$200,000.00	\$2,006.35		\$178,624.00
2017		\$3,510.74		\$175,113.26
2018	\$50,000.00	\$27,700.38		\$197,412.88
2019		\$39,851.30	\$25,472.00	\$183,033.58
2020		\$40,960.90		\$142,072.68
2021		\$1,286.00		\$140,786.68
TOTALS	\$250,000.00	\$134,685.32	\$25,472.00	\$140,786.68

The original contract sum for this project was \$68,959.50, so the District has sufficient funds to pay for this project.

Attachments

Application and Certification for payment

Recommended Action

Motion to authorize payment of \$49,905.69 to Blackstone Contractors, LLC

APPLICATION AND CERTIFICATION FOR PAYMENT

CUSTOMER: Lower MN River Watershed
Dist
112 5th Street Suite 102
Chaska, MN 55318

PROJECT: East Chaska Creek Project
Behind Cuzzy's Brick House
2880 Chaska Blvd
Chaska, MN 55318

APPLICATION NO: 1

PERIOD TO: 3/12/2021

Distribution Via Email:

- OWNER
 ARCHITECT
 CONTRACTOR
 ENGINEER
 CONSTR MGR

CONTRACTOR: Blackstone Contractors LLC
9520 County Road 19, Ste D
Loretto, MN 55357

VIA ARCHITECT/
ENGINEER:

PROJECT NO: 2003

CONTRACT FOR: Lower MN River Watershed

CONTRACT DATE: 1/20/2020

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet Page 2, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM		\$ 68,959.50
2. Net change by Change Orders		\$ 0.00
3. CONTRACT SUM TO DATE		\$ 68,959.50
4. TOTAL COMPLETED & STORED TO DATE		\$ 52,532.30
5. RETAINAGE:		
a. On Completed Work	\$ 2,626.61	
b. On Stored Material	\$ 0.00	
TOTAL RETAINAGE:		\$ 2,626.61
6. TOTAL EARNED LESS RETAINAGE		\$ 49,905.69
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$ 0.00
8. CURRENT PAYMENT DUE		\$ 49,905.69
9. BALANCE TO FINISH, INCLUDING RETAINAGE		\$ 19,053.81

CONTRACTOR: Blackstone Contractors LLC

By: Bruce Karson Date: 03/19/2021

ARCHITECT / ENGINEER:

By: Pat Ehr Date: 03/19/2021

OWNER'S REPRESENTATIVE:

By: Will Calhoun Date: 3/23/2021

OWNER:

By: _____ Date: _____

Change Order Summary	Additions	Deductions
Total Changes approved in previous months by Owner:	0.00	0.00
Total approved this Month	0.00	0.00
NET CHANGES by Change Order	\$ 0.00	

CONTINUATION SHEET

Project: East Chaska Creek Project

Application and Certification for Payment

Application No: 1
 Period To: 3/12/2021
 Project No: 2003

ITEM NO.	DESCRIPTION	PLAN QUANTITY	UNIT	UNIT COST	PREVIOUS QUANTITY	CURRENT QUANTITY	QUANTITY TO DATE	MATERIALS STORED	TOTAL WORK PERFORMED
A	Mobilization	1 LS		1500.00	0	0.75	0.75	0.00	1,125.00
B	Control of Water	1 LS		1.00	0	1	1	0.00	1.00
C	Traffic Control	1 LS		300.00	0	0.5	0.5	0.00	150.00
D	Construction Entrance	2 EA		600.00	0	0	0	0.00	0.00
E	Sediment Log	1,000 LF		3.00	0	0	0	0.00	0.00
F	Rock Filrer Dike	1 EA		1.00	0	0	0	0.00	0.00
G	Inlet Protection	3 EA		110.00	0	0	0	0.00	0.00
H	Street Sweeping	1 LS		500.00	0	0.5	0.5	0.00	250.00
I	Clearing & Grubbing	1 LS		1800.00	0	1	1	0.00	1,800.00
J	Remove Debris	1 LS		500.00	0	1	1	0.00	500.00
K	Grading (P)	150 CY		1.00	0	150	150	0.00	150.00
L	Granular Fill	115 TN		85.00	0	157.45	157.45	0.00	13,383.25
M	Rip Rap (Class III)	275 TN		95.00	0	193.19	193.19	0.00	18,353.05
N	Cross Vanes	3 EA		1500.00	0	2	2	0.00	3,000.00
O	Rock Vanes	8 EA		1215.00	0	8	8	0.00	9,720.00
P	Root Wads	2 EA		400.00	0	2	2	0.00	800.00
Q	Seed - Area	0.15 AC		10000.00	0	0.075	0.075	0.00	750.00
R	Seed - Cover Crop	3.75 LB		10.00	0	15	15	0.00	150.00
R2	Seed - Floodplain Forest	2.9 LB		50.00	0	12	12	0.00	600.00
S	Erosion Control Blanket	750 SY		3.00	0	600	600	0.00	1,800.00
T	Plant Shrubs	25 EA		75.00	0	0	0	0.00	0.00
U	PLant Trees	3 EA		650.00	0	0	0	0.00	0.00
V	One Year Vegetation Warranty	1 EA		1000.00	0	0	0	0.00	0.00
									52,532.30



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 21, 2021

Agenda Item

Item 4. E. - Authorize payment to Riley Purgatory Bluff Creek Watershed District for LMRWD match to Hennepin County Chloride initiative

Prepared By

Linda Loomis, Administrator

Summary

Under the 2019 Metro-area Watershed Based Funding Pilot Program, the LMRWD, Riley/Purgatory/Bluff Creek Watershed District, Nine Mile Creek Watershed District and the Richfield/Bloomington Water Management Organization pooled the money allocated to each of them, in order to establish a chloride reduction project in the portion of Hennepin County that are within the Minnesota River watershed. Riley Purgatory Bluff Creek Watershed District (RPBCWD) is the fiscal agent for the grant. All water management organizations were to provide a 10% match for its share of the allocation. RPBCWD has requested payment by the LMRWD of its share of the match. RPBCWD has issued an invoice for the match which is attached. (The reason for the match is stated incorrectly on the invoice.) This item was not included in the 2021 budget, but the LMRWD match is to fund a matching grant program, it is appropriate to fund it through the District's Cost Share Incentive and Water Quality Restoration Program. The 2021 budget included \$50,000 for the Cost Share Program.

To date one grant for \$9,784.00 has been made under this project. The grant was to purchase a segmented blade retrofit for a primary snow vehicle. The partners are working to expend the rest of the funds before the grant expiration date, which is December 31, 2021.

The Board should make a motion to authorize payment of the match

Attachments

Invoice from RPBCWD

Recommended Action

Motion to authorize payment of match to Riley/Purgatory/Bluff Creek Watershed District in the amount of \$3,300.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 21, 2021

Agenda Item

Item 5. A. - Lower Minnesota One Watershed One Plan Policy Committee

Prepared By

Linda Loomis, Administrator

Summary

The Lower Minnesota Watershed One Watershed One (1W1P) Plan planning group has continued to work on its proposal to BWSR for funding of the Plan development. The grant is due June 11, 2021. The planning group met on Tuesday April 13, 2021 to discuss the application and drafted a letter to invite municipalities within the planning area to participate.

The planning group would like to begin assembling the Policy Committee and are looking for names of people from each partner that are willing to serve on the policy committee. They would also like an alternate to be named. If the LMRWD wants to continue as a partner in this process, the Board should name a member to the committee and an alternate. A link to a BWSR video explaining the 1W1P process and the roles of committees is provided below.

If the Board chooses to not name anyone to the policy committee, the LMRWD can participate as part of the technical advisory committee.

Attachments

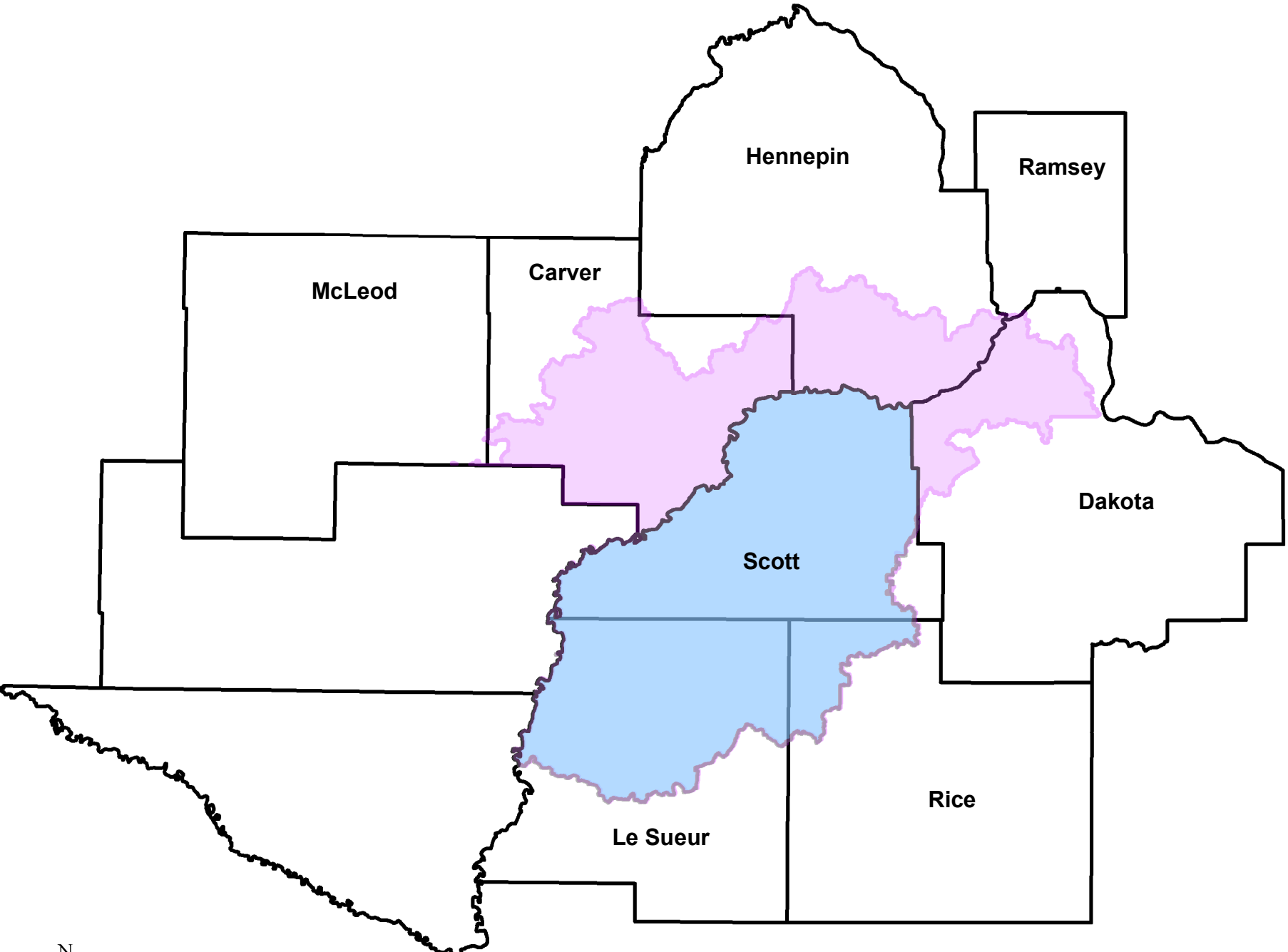
https://www.youtube.com/watch?v=pQaDCPyJ_3Y

Map of planning area

Recommended Action

Motion to appoint Policy Committee member and Alternate

Lower Minnesota River East 1W1P Planning Boundary





N



0 5 10 20 Miles



Legend

-  Lower Minnesota River East 1W1P Planning Boundary
-  Planning Area 56



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, April 21, 2021

Agenda Item

Item 5. B. - Authorize 2021 Cost Share Project for 11451 Landing Road, Eden Prairie

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD received an application for a cost share project at 11451 Landing Road in Eden Prairie. The homeowner plans to clear a large portion of the property of buckthorn, honeysuckle, garlic mustard and other invasive species and plant native understory trees. This property is steeply sloped and topography maps have been included.

The home has several roof drains that have caused erosion of the slope at the outfalls of the drains. In addition, much of the slope is vegetated with buckthorn and honeysuckle (also an invasive). The previous homeowner used wood mulch in these areas, which has been washing away down the slope. The areas where the roof drains outfall receives enough sunlight to allow for deep-rooted plants to be planted. The homeowner has worked with a landscaper, Ed's Buckthorn Control, to plan for these areas to be planted with native species that will attract pollinators. This property is adjacent to the Minnesota River floodplain.

This project will diffuse water coming from the roof drains by planting deep-rooted native species in the roof drain outfall areas. It will remove invasive species on the steep slope and establish native understory trees and shrubs to reduce erosion.

There is a wetland at the bottom of the steep slope and a city trail is adjacent to the property. The homeowner has approved placement of signage acknowledging the LMRWD.

Attachments

Proof of ownership/location map

2021 Cost Share Application

Quote from Ed's Buckthorn Control

2021 Cost Share worksheet

Wildflower planting plan

2 maps of property with 2' contour lines

Overhead of home with roof square footage

Overhead planting plan

City of Eden Prairie permit application (includes overhead showing project area and seed mix lists)

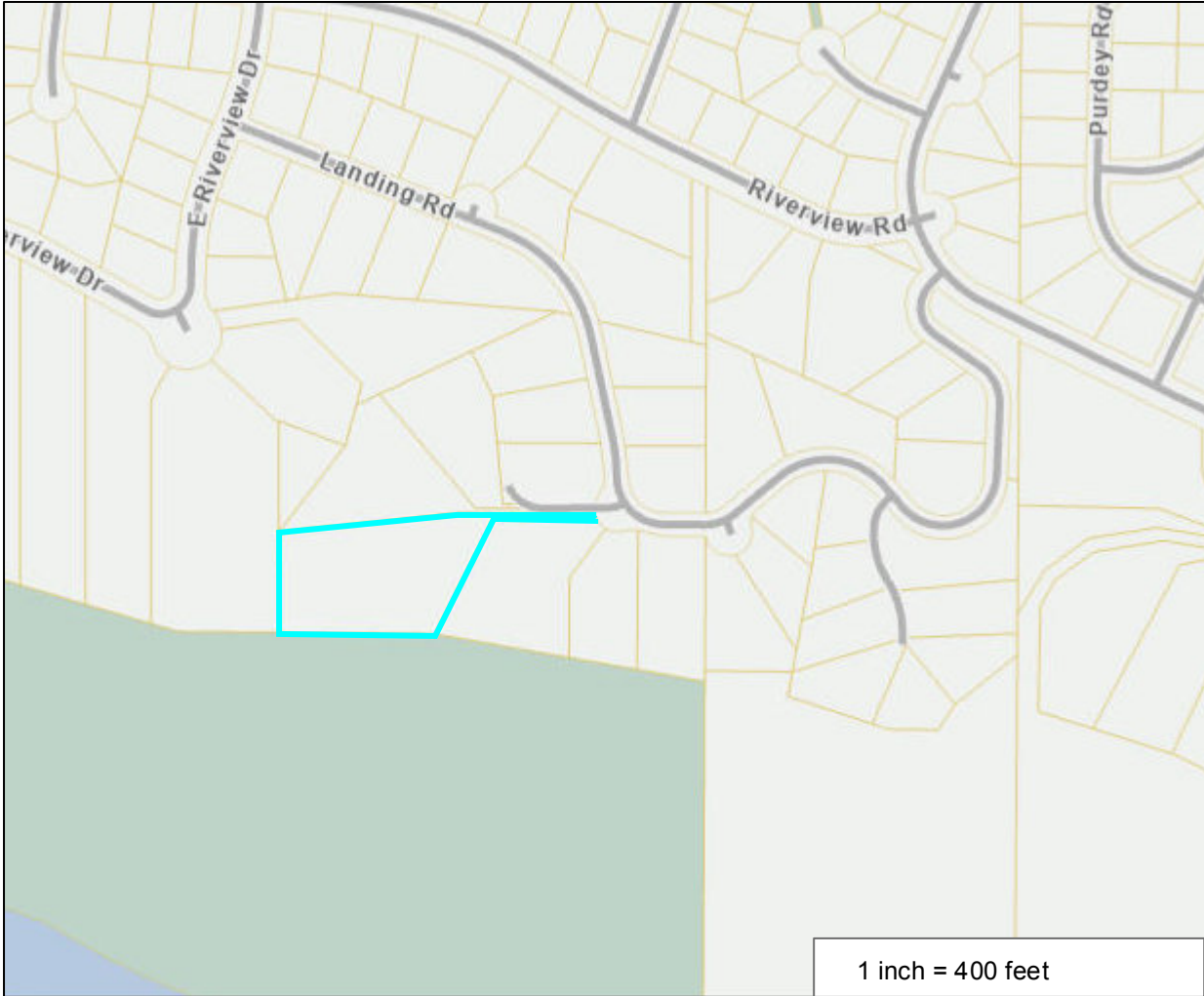
Recommended Action

Motion to authorize 2021 Cost Share Incentive and Water Quality Restoration Program application for 11451 Landing Road, Eden Prairie.



Hennepin County Property Map

Date: 4/16/2021



PARCEL ID: 3511622410019

OWNER NAME: M R Sarazine & D Sarazine

PARCEL ADDRESS: 11451 Landing Rd, Eden Prairie MN 55347

PARCEL AREA: 2.23 acres, 97,096 sq ft

A-T-B: Torrens

SALE PRICE: \$920,000

SALE DATA: 03/2017

SALE CODE: Warranty Deed

ASSESSED 2020, PAYABLE 2021

PROPERTY TYPE: Residential

HOMESTEAD: Homestead

MARKET VALUE: \$968,400

TAX TOTAL: \$12,864.94

ASSESSED 2021, PAYABLE 2022

PROPERTY TYPE: Residential

HOMESTEAD: Homestead

MARKET VALUE: \$997,500

Comments:

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Cost share grant application 2021

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: Terrestrial invasive plant removal both upland and wetland border, native habitat reconstruction

Applicant Information

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

Delina Sarazine

Address (street, city and ZIP code):

11451 Landing Rd Eden Prairie, MN 55347

Phone: 651-295-4936

Email address: delina216@hotmail.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):

11451 Landing Rd Eden Prairie, MN 55347

Property Identification Number (PID)

3511622410019

Property Owners:

Delina & Michael Sarazine

Project Summary

Title Sarazine Habitat Restoration Total Project Cost \$6,357.04 Grant amount requested \$2,500 (or higher if allowed) Estimated start date Spring 2021 (or ASAP) Estimated completion date Fall 2021 Is project tributary to a water body? No, water remains on site Yes, indirectly Yes, directly adjacent

Project description:

Our land is directly adjacent to the Minnesota River's floodplain, and has several problems which contribute to low quality of the River: erosion on steep sandy slopes, invasive plant species (upland and wetland edge), and lack of native understory and groundcover plants due to buckthorn's bullying traits. We propose to improve the quality of the Minnesota River by: 1. stabilizing the slopes with "wind rows" of brush in order to cause water runoff to slow down, spread out, and sink in 2. removing invasive plants such as garlic mustard and common & glossy buckthorn, to allow a diverse native plant community (especially groundcover species) to reestablish where there is currently bare soil 3. Install native plant plugs, seeds, shrubs, and trees to provide habitat for our pollinators and promote a cohesive ecosystem. 4. Maintain plantings, manage new invasive species that come up from seed, replace plants that fail, and maintain slope stabilization.

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

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

Project Details

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

- | | | | |
|-------------------------------------|-----------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | location map | <input checked="" type="checkbox"/> | project timeline |
| <input checked="" type="checkbox"/> | site plan & design schematic | <input checked="" type="checkbox"/> | proof of property ownership |
| <input 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

Currently, the parcel consists of a pond, which flows to the proposed work area via a culvert. After leaving the culvert, water has eroded trenches on its way to the MN River. By viewing past maps, we can see that the area was previously a transition between prairie and Oak woodland/savannah. After nearby settlement and fire suppression, new species were able to establish and change the ecosystem. After development, invasive species moved in, and have been ousting the native plants and severely decreasing diversity, and runoff from impervious surfaces has been funneled, which erodes trenches of soil. Furthermore, buckthorn is known to create bare soil, which accelerated erosion. Last year, we removed invasive species and installed native seed around the pond, so this project is the logical next step, working downstream.

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

If the invasive plants are allowed to keep going unchecked, there will not be any new native trees to take the place of their parents when they eventually fall. Monocultures of buckthorn create bare soil, which causes erosion to

quicken. Runoff from the house travels down the steep slope full of buckthorn, and into the drainage wetland before flowing directly into the Minnesota River.

Our goals are to remove invasive species, introduce native species that will not only reduce erosion and improve habitat for pollinators and birds, but also fend off invasive seedlings and future invasions. Diversity is key to holding soil on slopes, so we will plant and seed diverse native species with diverse root system types to prevent future erosion. The slope along the drainage wetland edge will be planted with willows and dogwoods to further bolster the soil and provide habitat for pollinators and birds.

Roof runoff will be managed with a pseudo-rain garden. Most of the roof runoff is combined via French drain to one pipe, so there is a lot of water moving in a concentrated area. The slope is too steep for a rain garden basin unless a retaining wall is installed, so we will plant plugs on the slope in the same design arrangement as a rain garden with tiers like stairs to help make the water slow down, spread out, and sink in, rather than run off and cause erosion.

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

Ed's Buckthorn Control is hired for design, implementation, and some early maintenance.

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 project will improve water contributing to the Minnesota River by reducing erosion, sediment and filtering roof runoff. The project will also serve as an example to my community (there is a city owned path frequented by residents that cuts through our property to access the preserve area of Minnesota River and also is used by many within our association). Our direct neighbors are eager to promote healthier landscapes within their own yards and many others in our association that have property adjacent to the preserve area. I am part of a MN Gardener's group on Facebook and also a member of our associations' Facebook group, I already have discussed previous experiences in promoting other areas of our properties with these groups. I will be taking before and after photos of this project and plan to share its progress, our experiences with our community and what we have learned to continue to encourage residents to foster water resource stewardships as well.

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.

Our roof is about 3900 square feet and the land to be restored in this project is around 7500 square feet where buckthorn will be removed and replaced with native plants. This project will provide a more natural landscape to collect rainwater, diffuse it and allow for infiltration where it falls. *Per discussion with administrator it is

appropriate to leave fields in table below blank since statement above provides square footage and therefore should be sufficient.

Benefit	Amount
Water captures	gal/year
Water infiltrated	gal/year
Phosphorus removed	lbs/year
Sediment removed	lbs/year
Land restored	7,500 sq. ft.

How will you share the project results with your community?

As mentioned in the project goals section, I plan to share the project before and after results with my association and fellow gardener community via groups I am part of on Facebook. Our property is frequented by many within our city/association due to a public path that cuts through our property. The path will direct this 'traffic' right by our project area and I am very excited for these members of our community to see the results first hand over time as the native seeds/plants continue to outcompete the invasive plants that have bombarded this area prior to us living in our home.

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

Yes, The next area to remediate is the dry prairie uphill of the driveway. It has struggled because of the invasion of red cedar, and has invasive species. Ed's Buckthorn Control will be observing this year to determine impairment and goals.

Evaluation

How will the project be monitored and evaluated?

Ed's Buckthorn Control will monitor the project for invasive species, success of plantings, plant cages, and slope stabilization, and water flow. I will also observe water movement from the pipes to make sure these interventions remain in place and maintain their functionality. If these interventions become compromised, I will report to Ed's buckthorn control to fix (or have them give me instruction on how to fix myself if applicable). I will also take photos monthly during the growing season from the same perspectives, to show progress of the project, and follow the reporting guidelines outlined by the LMRWD.

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_


Signature_

4/5/2021
Date_

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:

Administrator
Administrator
Chaska, MN 55318

c/o

Linda

Loomis,

naiadconsulting@gmail.com 112 E. Fifth St., Suite 102



14702 Excelsior Boulevard | #1245 | Minnetonka, Minnesota 55345
 6125645771 | info@edsbuckthorn.com | edsbuckthorncontrol.com

RECIPIENT:

Delina Sarazine

11451 Landing Road
 Eden Prairie, Minnesota 55347

SERVICE ADDRESS:

11451 Landing Road
 Eden Prairie, Minnesota 55347

Quote #64	
Sent on	Aug 20, 2020
Total	\$5,980.70

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Buckthorn Control	Spring 2021: Cut and stump treat buckthorn greater than 3 feet tall. Use some to stabilize slopes. Haul rest of brush to curb for removal.	1	\$1,600.00	\$1,600.00
Brush Removal	Spring 2021: Haul away brush for responsible disposal, usually either burned by the power plant for electricity or burned by a local greenhouse for heat!	1	\$500.00	\$500.00
Spot Spray Weeds	Spring 2021: Spot spray for garlic mustard, motherwort, burdock, and other invasive/pesky weeds. Backpack sprayer with wand for precise application. Wetland-approved herbicide included. Workers are experts at identifying our target species and licensed herbicide applicators.	1	\$350.00	\$350.00
Planting Shrubs/Trees	Spring/Fall 2021: Labor cost for design, species selection, layout, installation, guarding, labeling, and watering. Price per 20 shrubs/trees	1	\$500.00	\$500.00*
Shrubs/Trees #2 Pot Pot Size. Priced per 20.	Spring/Fall 2021: Native flowering shrubs/trees, #2 pot size. Price per 20 shrubs	1	\$500.00	\$500.00*
Wire Fencing	Spring/Fall 2021: 4 foot tall welded wire fencing to deter rodents and deer from destroying planted shrubs/trees. Shipping and stakes included. Price per 20 shrubs' worth = 200 feet.	1	\$300.00	\$300.00*
Bare root Shrub/Tree seedlings	Spring/Fall 2021: Bare root seedlings/live stakes per 20	1	\$100.00	\$100.00*
Seeding Labor	Spring/Fall 2021: Labor for site prep to maximize seed to soil contact and germination, seed dispersal, and application of seed blankets. Price per ~5,000 square feet	1	\$500.00	\$500.00*
Seed - Native Pollinator Mix	Spring/Fall 2021: Native pollinator-friendly wildflower seed mix with grasses. near the hot tub and screened porch. Local genotype for best possible outcome. Price per 150 square feet.	1	\$50.00	\$50.00*



14702 Excelsior Boulevard | #1245 | Minnetonka, Minnesota 55345
 6125645771 | info@edsbuckthorn.com | edsbuckthorncontrol.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT COST	TOTAL
Seed - Woodland Mix	Spring/Fall 2021: Shady woodland native plant mix - about 20 wildflowers, plus grasses and sedges. price per 5,000 square feet.	1	\$460.00	\$460.00*
Plugs	Spring/Fall 2021: Native plant plugs - per tray of 36. Delivery included.	6	\$60.00	\$360.00*
Plant plugs	Spring/Fall 2021: Layout and planting labor.	1	\$200.00	\$200.00*
Buckthorn Maintenance - Foliar Herbicide Application	Late Fall 2021: Once native plants are dormant, apply herbicide to control smallest buckthorn, and garlic mustard, along with other noxious invasive plants that are still susceptible to herbicide this time of year. Backpack sprayer with wand for precise application. Wetland-approved herbicide included. Workers are experts at identifying our target species and licensed herbicide applicators.	1	\$350.00	\$350.00

* Non-taxable

Delina,

We guarantee no buckthorn will re-sprout from the stumps we cut and treat with our wick dauber method, or we will treat them again for no additional cost.

Please share your thoughts and questions as they arise.

Thanks!
Ed

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal	\$5,770.00
Minnesota, 80004 District (0.5%)	\$14.00
Minnesota, Hennepin County (0.15%)	\$4.20
Minnesota State (6.875%)	\$192.50



14702 Excelsior Boulevard | #1245 | Minnetonka, Minnesota 55345
6125645771 | info@edsbuckthorn.com | edsbuckthorncontrol.com

Total

\$5,980.70

2021 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
Ed's Buckthorn Control	Buckthorn control			\$ 800.00	\$ 800.00	\$ 1,600.00
	Brush removal			\$ 250.00	\$ 250.00	\$ 500.00
	Spot spray weeds			\$ 175.00	\$ 175.00	\$ 350.00
	Planting shrubs/trees			\$ 250.00	\$ 250.00	\$ 500.00
	Seeding labor			\$ 250.00	\$ 250.00	\$ 500.00
	Buckthorn maintenance			\$ -	\$ 350.00	\$ 350.00
Total:				\$ 1,725.00	\$ 2,075.00	\$ 3,800.00

Project Materials

Material description	Unit Cost	Total # of Units	Requested funds from LMRWD	Matching/In-Kind Funds	Total
Shrubs/trees #2 pots			\$ 250.00	\$ 250.00	\$ 500.00
Wire fencing (to protect trees, shrubs and seedlings from deer)			\$ 40.00	\$ 260.00	\$ 300.00
Bare root shrub/tree seedlings			\$ 50.00	\$ 50.00	\$ 100.00
Seed - Native pollinator mix			\$ 25.00	\$ 25.00	\$ 50.00
Seed - Woodland mix			\$ 230.00	\$ 230.00	\$ 460.00
Plugs			\$ 180.00	\$ 180.00	\$ 360.00
Plant plugs			\$ -	\$ 200.00	\$ 200.00
Sales taxes				\$ 210.70	\$ 210.70
Total:			\$ 775.00	\$ 1,405.70	\$ 2,180.70

Total Requested Funds from LMRWD*:	\$ 2,500.00 (A)
Total Matchin/In-Kind Funds:	\$ 3,480.70 (B)
Project Total:	\$ 5,980.70 (C)

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



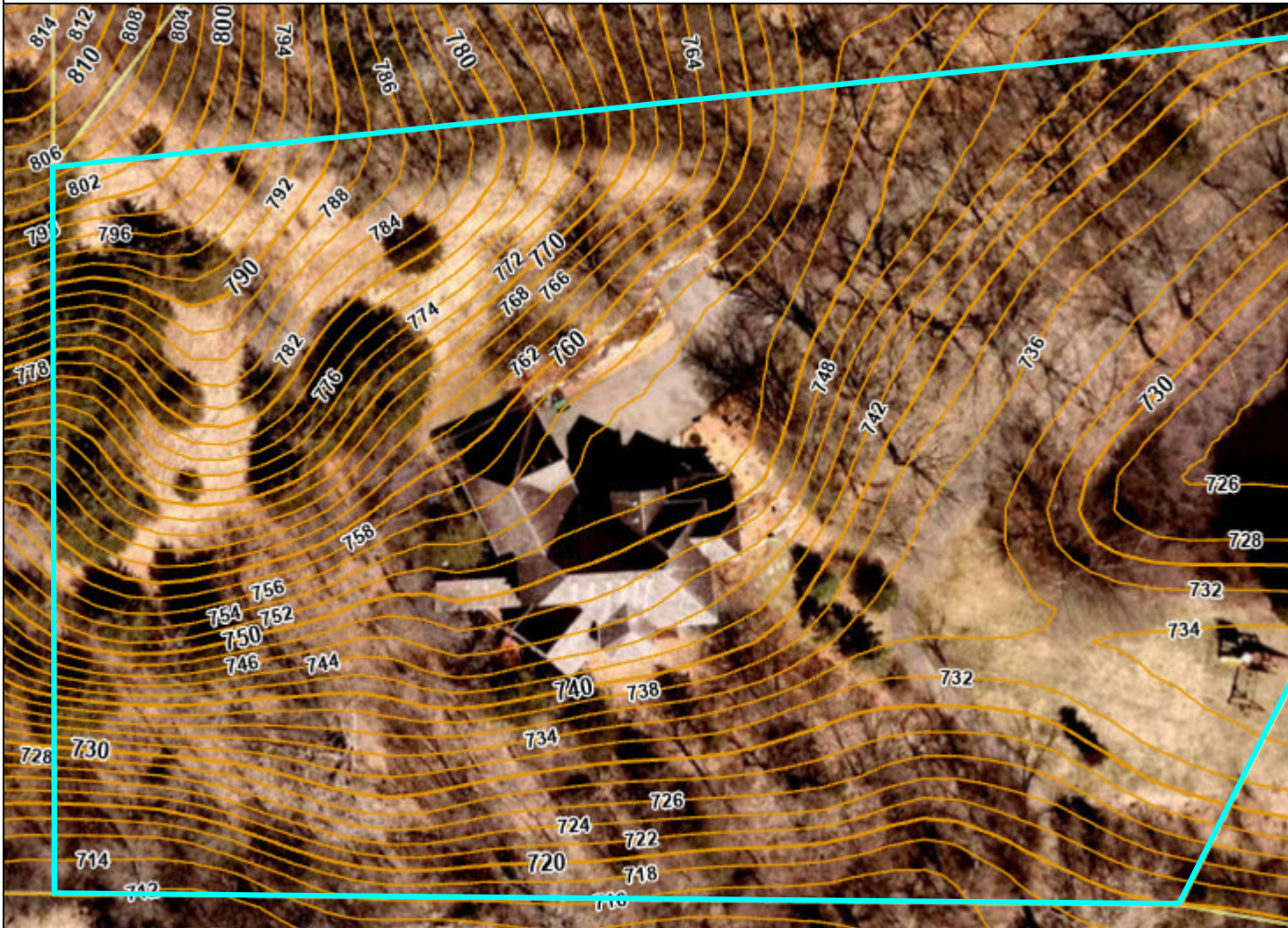
Hennepin County Natural Resources Map

Date: 4/16/2021

Legend

2 Foot Elevation Contours

- Index
- Intermediate



PID: 3511622410019
 Address: 11451 LANDING RD,
 EDEN PRAIRIE
 Owner Name: M R SARAZINE
 & D SARAZINE
 Acres: 2.23

Comments:

1 inch = 50 feet



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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Hennepin County Natural Resources Map

Date: 4/16/2021

Legend

2 Foot Elevation Contours

- Index
- Intermediate



PID: 3511622410019
 Address: 11451 LANDING RD,
 EDEN PRAIRIE
 Owner Name: M R SARAZINE
 & D SARAZINE
 Acres: 2.23

Comments:

1 inch = 200 feet



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Measure



Sq Feet ▾

Measurement Result

3,910.9 Sq Feet

Disclaimer: Results not survey-grade

Select a year None ▾

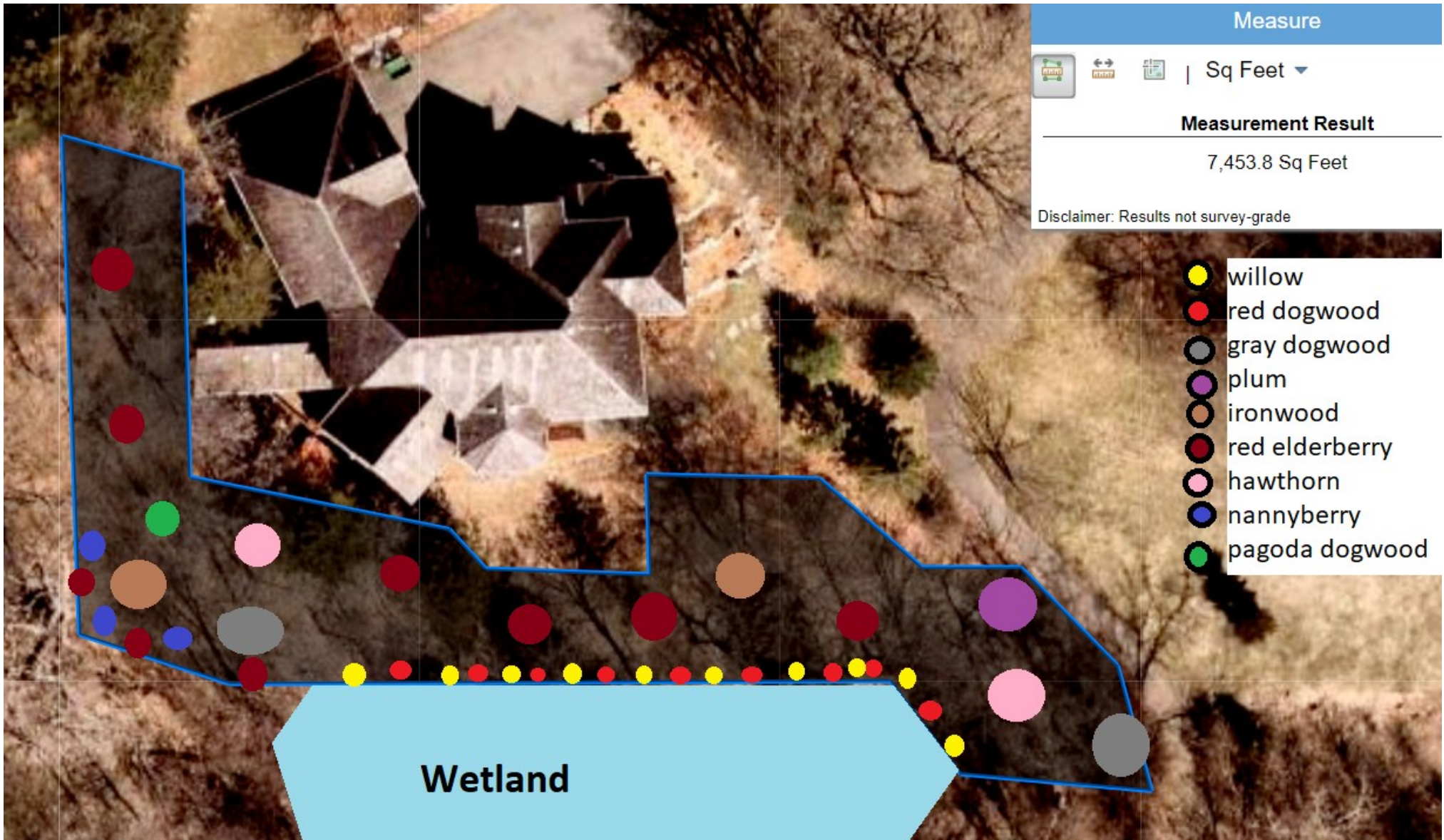


Hybrid
Basemap

Imagery

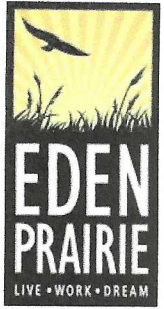
Map layers ?

- House Number
- Parcel Annotation
- Survey Monuments
- Survey Grid
- Abstract/Torrens/Both
- Market Value Asmt Yr 2020
- Market Value Asmt Yr 2021
- Recently Sold
- Surveyed Properties



APPLICATION FOR PERMIT

Vegetation Management Plan Application



Send Completed Application To: Leslie Stovring, Water Resources Coordinator 8080 Mitchell Road Eden Prairie, MN 55344 Phone: 952-949-8327 / Fax: 952-949-8326 Email: lstovring@edenprairie.org	FOR OFFICE USE ONLY Approval: <u>LAS</u> Date: <u>March 3, 2021</u> Revised 4/2/2021 Expiration Date: <u>December 31, 2021</u>
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Project Location / Address: 11451 Landing Road Eden Prairie MN 55347		
Property Owner: Michael & Delina Sarazine	Tel. No. / Email Address 651-295-4936 delina216@hotmail.com	Address 11451 Landing Road Eden Prairie MN 55347
Applicant (if not the same): Delina Sarazine	Tel. No. / Email Address "	Address "
Association Contact (if applicable):	Tel. No. / Email Address	Address
Contractor / Person Performing Work: Ed's Buckthorn Control	Tel. No. / Email Address (612) 564-5771	Address 14702 Excelsior Blvd #1245 Minnetonka MN 55345
Project Description (include a map of proposed project area): Cut & Stump treat all Buckthorn & other Invasive Species (see Below) within Project Area (see attached Project Area Diagram outlined in Blue)		
Species to be Removed (including approx. number of each): Common Buckthorn (30) Tatarian Honeysuckle (30), Glossy Buckthorn (30), garlic Mustard (100+)		
Due to proximity to water, a water-safe approved herbicide is required, such as Rodeo		
Type of Herbicide(s) proposed (if applicable) including Application Methods, Rates and Locations: Stump Treatment with Wick dawner 22.2% Triclopyr 3a Workers are Licensed Herbicide Applicators		
Vegetation Marking Plan (Please provide details on your plan to mark vegetation proposed for removal): All Employees are Highly Trained to Identify & Remove Only Target Species while Being Gentle to Native Species *Ribbon Flags Used*		
Species to be Seeded and/or Planted: Expecting extensive Natural Regeneration with Native plant Seeding distributed throughout the Project area (see attached seed mix lists)		
Property Restrictions Present (conservation easement, drainage easement, shoreland zone, steep slopes, etc.): N/A City Property / Steep Slopes - Okay to cross onto city property for buckthorn removal		
Proposed Start Date: Late March Early April 2021 Exact Date dependant on Cost Share Grant with LM RWD	Proposed Completion Date: May/June 2021 Removal of Invasive Species (Phase 1) Seeding Distribution (Phase 2) again exact Dates are dependent on LM RWD	

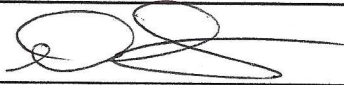
Before work commences, call 952-949-8327 to arrange appointments for inspections before, during and after work.

PERMIT REQUIREMENTS

- Evaluate City Codes Sections 9.01 (Storage, Deposit and Collection of Refuse, Yard Waste, Recyclable Waste and Solid Waste) and 9.71 (Maintenance of Vegetation), prior to authorization of the proposed activities.
- Submit a Vegetation Management Plan (Plan) for review and approval with this Application. The Plan must include a property survey or diagram showing the location of vegetation to be removed, vegetation to be planted, and temporary storage areas. Conservation easements, city property or shoreland protection areas must be included on the diagram. Photographs of the project area must be provided with the Plan. Projects that go beyond one year in length must include a Plan prepared by a professional landscape firm that provides all required information.
- **Include** planting and/or seeding methods; schedule; types and sizes of replacement plants; seed mix proposed for disturbed areas; watering plan; types and methods of application for herbicide; marking plan for indicating unwanted plants to be removed; method of disposal for vegetation removed; and any other information required by the City to determine that all project needs are met.
- Contact the city after the marking is complete and before work begins to ensure all marking is accurate and meets the requirements of work in protected areas.
- **Schedule an onsite evaluation with the City Forester prior to starting work.** A qualified arborist or native plant specialist must identify and mark vegetation proposed for removal prior to the final City inspection.
- Keep a copy of the approved Plan on the job site at all times. The approved permit must be exhibited upon request.
- Protect all existing utility installations.
- Notify the City that the work is completed and ready for final inspection within 24 hours of completion of the work authorized in this permit.
- Keep public streets, trails or sidewalks free of mud, dirt, dust, yard waste, debris, etc.
- **No power equipment use allowed on City property, including chain saws, string trimmers, lawn mowers, etc. without prior written approval from the City. A "Volunteer Waiver" will also be required.**
- The information on this Application may be distributed to neighboring property owners by the City for comment prior to approval of the Application.

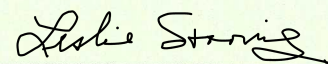
As owner(s) and/or applicant(s) at the above address we hereby request to alter the plant composition at the location listed above. As owner(s) and/or applicant(s) with a shoreland protection area, conservation easement, wetland and/or public water we understand the area abutting a natural area may be regulated by City Code and/or a conservation easement. Vegetation cutting, removal or addition is limited. It is expressly understood that this permit is conditioned on replacement or restoration of the work site to its original or better conditions. The Application must be approved by the City prior to commencing work.

I, We, the undersigned hereby accept the terms and conditions and regulations as set forth and agree to fully comply therewith to the City of Eden Prairie, Minnesota. Furthermore, the applicant or his agents or contractor shall assume all liability for, and save the City, its agents and employees, harmless from any and all claims for damages, actions or causes of action arising out of the work to be done herein and the continuing usage, constructing, reconstructing, maintaining and using of said obstruction under this application and/or permit.

Date: 3/2/2021 Owner/Applicant Name: Delina Sarazine
Owner/Applicant Signature: 

AUTHORIZATION OF PERMIT

In consideration of the agreement to comply in all respects with regulations of the City of Eden Prairie, MN covering such work, permission is hereby granted for the work to be done as described in the above application, said work to be done in accordance with special precautions as stated in City Code, including Sections 9.01, 9.06, 11.50 and 11.51.

Date: March 3, 2021 City (Signature): 
Title: Water Resources Coordinator





MNL Buckthorn Replacement Mix

8740 77th Street NE Otsego, MN 55362

Plant after buckthorn removal to restore native grasses and provide fuel for a prescribed burn. Height 2-4'

	Scientific Name	Common Name	% of Mix	Seeds/Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	<i>Bouteloua curtipendula</i>	Side-Oats Grama	7.50	2.47	0.68	
	<i>Bromus pubescens</i>	Hairy Wood Chess	8.00	2.01	0.72	
	<i>Elymus canadensis</i>	Canada Wild Rye	6.00	1.03	0.54	
	<i>Elymus hystrix</i>	Bottlebrush Grass	15.00	3.77	1.35	
	<i>Elymus villosus</i>	Silky Wild Rye	20.00	3.64	1.80	
	<i>Elymus virginicus</i>	Virginia Wild Rye	25.00	3.47	2.25	
	<i>Panicum virgatum</i>	Switchgrass	4.00	1.85	0.36	
	<i>Schizachyrium scoparium</i>	Little Bluestem	7.50	3.72	0.68	
Sedges:	<i>Carex spengelii</i>	Long-Beaked Sedge	7.00	2.31	0.63	
			100.00	24.27	9.00	
Seeds/sq ft:	24.00					
Grass Species:	8					
Sedge Species:	1					



MNL Savanna Mix Shortgrass

8740 77th Street NE Otsego, MN 55362

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

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	<i>Bouteloua curtipendula</i>	Side-Oats Grama	18.00	7.89	2.16	
	<i>Bromus kalmii</i>	Prairie Brome	4.00	1.41	0.48	
	<i>Elymus villosus</i>	Silky Wild Rye	9.00	2.18	1.08	
	<i>Elymus virginicus</i>	Virginia Wild Rye	15.00	2.78	1.80	
	<i>Koeleria macrantha</i>	Junegrass	0.25	1.93	0.03	
	<i>Schizachyrium scoparium</i>	Little Bluestem	17.00	11.24	2.04	
Sedges/Rushes:	<i>Carex bicknellii</i>	Bicknell's Sedge	2.75	2.06	0.33	
	<i>Carex normalis</i>	Greater Straw Sedge	5.00	5.51	0.60	
	<i>Carex radiata</i>	Eastern Star Sedge	3.00	5.42	0.36	
	<i>Carex sprengelii</i>	Long-Beaked Sedge	6.00	2.64	0.72	
Forbs:	<i>Achillea millefolium</i>	Yarrow	0.15	1.16	0.02	Summer
	<i>Agastache foeniculum</i>	Fragrant Giant Hyssop	0.35	1.39	0.04	Summer
	<i>Amorpha canescens</i>	Leadplant	0.50	0.35	0.06	Summer
	<i>Anemone canadensis</i>	Canada Anemone	0.25	0.09	0.03	Spring
	<i>Antennaria neglecta</i>	Field Pussytoes	0.15	2.73	0.02	Spring
	<i>Aquilegia canadensis</i>	Columbine	0.20	0.33	0.02	Spring
	<i>Asclepias syriaca</i>	Common Milkweed	1.25	0.22	0.15	Summer
	<i>Ceanothus americanus</i>	New Jersey Tea	0.50	0.17	0.06	Summer
	<i>Chamerion angustifolium</i>	Fireweed	0.10	2.20	0.01	Summer
	<i>Dalea purpurea</i>	Purple Prairie Clover	5.00	3.31	0.60	Summer
	<i>Desmodium canadense</i>	Canada Tick Trefoil	2.75	0.67	0.33	Summer
	<i>Lespedeza capitata</i>	Round-headed Bushclover	1.00	0.35	0.12	Summer
	<i>Liatris aspera</i>	Rough Blazing Star	0.20	0.14	0.02	Summer
	<i>Lupinus perennis</i>	Wild Lupine	0.50	0.02	0.06	Spring
	<i>Monarda fistulosa</i>	Wild Bergamot	0.60	1.85	0.07	Summer
	<i>Oenothera biennis</i>	Common Evening Primrose	0.70	2.78	0.08	Fall
	<i>Rosa arkansana</i>	Prairie Rose	0.25	0.01	0.03	Summer
	<i>Rudbeckia hirta</i>	Black Eyed Susan	1.25	5.07	0.15	Summer
	<i>Rudbeckia triloba</i>	Brown-Eyed Susan	1.00	1.50	0.12	Summer
	<i>Solidago nemoralis</i>	Gray Goldenrod	0.25	3.31	0.03	Fall
	<i>Solidago rigida</i>	Stiff Goldenrod	1.00	1.81	0.12	Fall
	<i>Symphotrichum lateriflorum</i>	Calico Aster	0.30	3.31	0.04	Fall
	<i>Symphotrichum oolentangiense</i>	Sky Blue Aster	0.35	1.23	0.04	Fall
	<i>Verbena stricta</i>	Hoary Vervain	0.75	0.93	0.09	Summer
	<i>Veronicastrum virginicum</i>	Culver's Root	0.15	5.29	0.02	Summer
	<i>Zizia aurea</i>	Golden Alexanders	0.50	0.24	0.06	Spring
			100.00	83.51	12.00	

Seeds/sq ft: 84.00
 Grass Species: 6
 Sedge/Rush Species: 4
 Forb Species: 26



MNL Pollinator Mix Dry to Mesic Soils

8740 77th Street NE Otsego, MN 55362

Mix approved by the Xerces Society for Pollinator habitat enhancement and restoration.
For dry and well-drained to mesic soils. Height 2-3'

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	<i>Bouteloua curtipendula</i>	Side-Oats Grama	16.75	6.12	1.68	
	<i>Bouteloua gracilis</i>	Blue Grama	4.00	5.88	0.40	
	<i>Bromus kalmii</i>	Prairie Brome	3.00	0.88	0.30	
	<i>Elymus trachycaulus</i>	Slender Wheat Grass	2.00	0.51	0.20	
	<i>Koeleria macrantha</i>	Junegrass	0.25	1.61	0.03	
	<i>Schizachyrium scoparium</i>	Little Bluestem	16.00	8.82	1.60	
	<i>Sporobolus heterolepis</i>	Prairie Dropseed	2.00	1.18	0.20	
Sedges/Rushes:	<i>Carex bicknellii</i>	Bicknell's Sedge	1.00	0.62	0.10	
Forbs:	<i>Achillea millefolium</i>	Yarrow	0.20	1.29	0.02	Summer
	<i>Agastache foeniculum</i>	Fragrant Giant Hyssop	0.60	1.98	0.06	Summer
	<i>Allium stellatum</i>	Prairie Onion	0.60	0.24	0.06	Summer
	<i>Amorpha canescens</i>	Leadplant	3.00	1.76	0.30	Summer
	<i>Anemone canadensis</i>	Canada Anemone	0.75	0.22	0.08	Spring
	<i>Asclepias speciosa</i>	Showy Milkweed	0.50	0.08	0.05	Summer
	<i>Asclepias syriaca</i>	Common Milkweed	1.75	0.26	0.18	Summer
	<i>Asclepias tuberosa</i>	Butterfly Milkweed	1.50	0.24	0.15	Summer
	<i>Astragalus canadensis</i>	Canada Milk Vetch	2.00	1.25	0.20	Summer
	<i>Chamaecrista fasciculata</i>	Partridge Pea	7.00	0.69	0.70	Fall
	<i>Coreopsis palmata</i>	Prairie Coreopsis	0.25	0.09	0.03	Summer
	<i>Dalea candida</i>	White Prairie Clover	5.00	3.49	0.50	Summer
	<i>Dalea purpurea</i>	Purple Prairie Clover	7.50	4.13	0.75	Summer
	<i>Desmodium canadense</i>	Canada Tick Trefoil	4.25	0.86	0.43	Summer
	<i>Echinacea angustifolia</i>	Narrow-leaved Coneflower	1.50	0.39	0.15	Summer
	<i>Heliopsis helianthoides</i>	Common Ox-Eye	4.00	0.93	0.40	Summer
	<i>Helianthus pauciflorus</i>	Stiff Sunflower	0.25	0.04	0.03	Fall
	<i>Lespedeza capitata</i>	Round-headed Bushclover	1.25	0.37	0.13	Summer
	<i>Liatris aspera</i>	Rough Blazing Star	0.50	0.29	0.05	Summer
	<i>Liatris punctata</i>	Dotted Blazing Star	1.00	0.26	0.10	Summer
	<i>Lupinus perennis</i>	Wild Lupine	0.75	0.03	0.08	Spring
	<i>Monarda fistulosa</i>	Wild Bergamot	0.60	1.54	0.06	Summer
	<i>Monarda punctata</i>	Spotted Bee Balm	0.15	0.50	0.02	Summer
	<i>Penstemon gracilis</i>	Slender Beardtongue	0.15	3.31	0.02	Spring
	<i>Penstemon grandiflorus</i>	Showy Penstemon	0.75	0.39	0.08	Spring
	<i>Phlox pilosa</i>	Prairie Phlox	0.10	0.07	0.01	Spring
	<i>Pycnanthemum virginianum</i>	Mountain Mint	0.20	1.62	0.02	Summer
	<i>Ratibida columnifera</i>	Long-Headed Coneflower	1.25	1.93	0.13	Summer
	<i>Rudbeckia hirta</i>	Black Eyed Susan	1.80	6.08	0.18	Summer
	<i>Solidago nemoralis</i>	Gray Goldenrod	0.15	1.65	0.02	Fall
	<i>Solidago speciosa</i>	Showy Goldenrod	0.25	0.87	0.03	Fall
	<i>Symphotrichum laeve</i>	Smooth Blue Aster	1.00	2.02	0.10	Fall
	<i>Symphotrichum oolentangiense</i>	Sky Blue Aster	1.55	4.55	0.16	Fall
	<i>Tradescantia bracteata</i>	Prairie Spiderwort	0.50	0.18	0.05	Spring
	<i>Verbena stricta</i>	Hoary Vervain	1.50	1.54	0.15	Summer
	<i>Zizia aptera</i>	Heart-leaf Golden Alexanders	0.20	0.09	0.02	Spring
	<i>Zizia aurea</i>	Golden Alexanders	0.70	0.28	0.07	Spring
			100.00	71.12	10.00	

Seeds/sq ft: 71.00
 Grass Species: 7
 Sedges/Rush Sp: 1
 Forb Species: 37

Seed mixes are subject to change based on availability



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 21, 2021

Agenda Item

Item 5. C. - Hennepin County Mailing

Prepared By

Linda Loomis, Administrator

Summary

At the March LMRWD Board of Managers meeting, the Board directed that a mailing be sent to LMRWD residents in Hennepin soliciting for a Manager to fill the vacancy created when Adam Frey did not seek reappointment. A list of addresses for properties located in the LMRWD was provided by Hennepin County. There are 7,675 individual addresses. Quotes were solicited for the mailing and the cost will be more than three times as much as the cost of the Dakota County mailing. Because of the cost, I thought it would be best to bring the quotes to the Board of Managers before proceeding.

Two quotes received were from MPX Group for \$1,681.07 plus postage and another from Shapco for \$1,730.00 plus postage. The cost of postage will be in the range of \$1,765.25 to \$1,995.50. The quotes are attached. The total cost for the mailing sent by the LMRWD to residents living in the Dakota County portion of the District was \$451.90. For comparison, the Dakota mailing went to 963 addresses.

The Dakota County mailing was charged to the postage and photocopying lines on the budget. In 2020, those lines were budgeted at \$500 and \$1,000 respectively. The District ended 2020 having spent \$343.93 for postage and \$539.13 for photocopying. Those dollar amounts include the amount spent for the Dakota County mailing.

The 2021 Budget has \$375 in the budget for postage and \$875 for photocopying. The Budget also includes \$11,250 for Manager per Diems and \$3,000 for Manager Expenses. Because of the COVID-19 health emergency, Managers have not incurred any reimbursable expenses and the District has not had a full Board, so per Diems were less than what was budgeted. In 2020, \$4,425 was spent on Manager per Diems (\$11,250 was budgeted). It is likely that over spending for postage and photocopying will be offset by under spending for Manager per Diem and Manager Expenses.

Attachments

Quote for Hennepin County mailing from MPX Group
Quote for Hennepin County mailing from Shapco
Invoice from MPX Group for Dakota County mailing

Recommended Action

Provide direction to staff.



The MPX Group
 7105 Medicine Lake Road
 Golden Valley, MN 55427
 763.553.1630

Estimate

No: **113601**

Date: 4/14/21

Customer PO:

LOWER MINNESOTA RIVER WATERSHED
 DISTRICT
 C/O Naiad Consulting, LLC
 6677 Olson Memorial Highway
 Golden Valley MN 55427
 LOWER MINNESOTA RIVER WATERSHED
 DISTRICT

Quantity	Description	Amount
7,675	Postcard 4.5 x 10.75, 100# Rolland ENVIRO100 Smooth Cover, 4 colors CMYK 2 sides	\$ 1,351.56
7,675	Mailing Services (postage not included)	\$ 329.51
Sales Rep: Todd Edholm ESTIMATE GOOD FOR 30 DAYS Unless otherwise indicated, estimates are based upon supplied print ready files and are subject to review upon receipt of electronic files. Prices do not include sales tax, freight, or postage.		



SHAPCO

TO: NAIAD Consulting – Linda Loomis

DATE: 4/16/21

Estimate #: 190729

FROM: Jeff Sommerstad

We are pleased to submit the following quotation for your approval:

Product Description: Postcard mailer
Size: 11-1/2" x 6-1/8" finished
Stock: 100# Blazer gloss cover
Ink Colors: 4 color process + full gloss aqueous 2 sides – no bleeds
Customer to Supply: print file ready for output along with database for mailing
Prep/Proof: Epson color proof, PDF proof and imposition proof
Bindery: trim, inkjet, sort and mail
Packaging: mail trays
Delivery: Local post office
Quantity: 7,675
Quote: \$1,730.00 + postage to be determined

Additional Information:

SHAPCO PRINTING, Inc.
1109 Zane Ave. North, Minneapolis, MN 55422
MAIN 612.375.1150 FREE 800.230.2828 FAX 612.334.5879 DIRECT 612.278.1556

www.shapco.com

PAPER PRICES ARE SUBJECT TO COSTS ON DATE OF ORDER. LABOR VALID 90 DAYS FROM ESTIMATE.
All quotes are subject to review upon receipt of order. Quotations are offered for immediate acceptance only, and are subject to regular trade customs.
This quotation was prepared with current paper prices that are subject to market changes.



The MPX Group
 7105 Medicine Lake Road
 Golden Valley, MN 55427
 763.553.1630

Invoice

No: **156031**

Date: 12/21/20

Customer PO:

Lower Minnesota River Watershed District
 C/O Naiad Consulting, LLC
 6677 Olson Memorial Highway
 Golden Valley MN 55427
 LOWER MINNESOTA RIVER WATERSHED
 DISTRICT

Quantity	Description	Amount
963	Make A Difference Postcard Mailing	\$ 335.12
963	Mailing Services (postage charged to customer cc)	\$ 116.78
	Postage Permit	\$ 235.07
	Postage Advance \$225.33 + 9.74(fee) = \$235.07	-\$ 235.07
Sales Rep: Todd Edholm		
Account Type: COD		
TERMS: Net 30 Days for Charge Accounts		
	SUBTOTAL	\$ 451.90
	TAX	
	SHIPPING	\$ 0.00
	TOTAL	\$ 451.90



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 21, 2021

Agenda Item

Item 6. A. - Authorize Cost Share project for 11300 Goodrich Road Bloomington

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD tabled this item at the March 17, 2021 Board of Managers meeting. The Board did not think the application was realistic in terms of the cost or the time and labor involved with creation of a rain garden. The applicant was advised of the Board's decision and asked to submit a revised application. The applicant was also informed of classes offered by the Dakota County SWCD. I visited the site and spoke with the applicant. She had already attended a landscaping for clean water class and was intending to take the next level of class that would provide technical assistance with the design and cost estimates.

The LMRWD has not received an updated application from this applicant.

Attachments

No attachments

Recommended Action

No action recommended



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 21, 2021

Agenda Item

Item 6. C. - City of Carver Levee

Prepared By

Linda Loomis, Administrator

Summary

The Cooperative Agreement between the City of Carver and the LMRWD was revised as agreed by the LMRWD Board. It was approved by the Carver City Council at its April 5, 2021 meeting.

The City of Carver had a request for \$9 million in funding for the levee introduced at the legislature this session. Since it was not a bonding year the legislation was not authorized. It will be introduced again next year.

Attachments

Revised Agreement

Recommended Action

No action recommended



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, April 21, 2021

Agenda Item

Item 6. G. - 2021 Legislative Action

Prepared By

Linda Loomis, Administrator

Summary

Both LMRWD bills were included in the final omnibus bills this session. [HF 1621/SF 1841](#), which allows the LMRWD to use money appropriated for dredge to be used for the Seminary Fen ravine project and [HF 1799/SF 1288](#), which continues the state appropriation to the LMRWD for dredging were included in the Omnibus bills from the Environment and Natural Resource Committees in both the House and Senate. The House and Senate bills can be found as; [HF 1076](#) (lines 35.31 & 36.5)/[SF 959](#) (lines 33.10 & 34.15).

HF 1621/SF 1841 replaces the grant for the Seminary Fen project that was lost because the District filed the report late. The next steps is for the bills to go to the House and Senate for a vote and then to conference committee to reconcile differences between the House and Senate versions. After the conference committee, bills will go back to the House and Senate for approval and then will be sent to the Governor for his signature.

Additional bills that the LMRWD has been following

- [SF 261/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. This bill was included in the Omnibus environment, natural resources bill. Lisa and MAWD lobbyist have been working to have this language revised. Lisa consulted with Ron Harnack, the previous lobbyist for the LMRWD on this language. The reason there is concern is that Lisa, Ron and MAWD feel it is a bad bill that gives BWSR more authority over the activities of watershed districts and is vague. There also has not been any money allocated for the provision of the bill.
- [SF 1037/HF 932](#) - *Water quality and storage program establishment and appropriation.* Senate author is Senator Hawj. House author is Representative Fischer. This bill designates funding to create upland water storage and was supported by the Minnesota River Congress. It made it into both the House and Senate Omnibus Natural Resources bills. In August 2019, the LMRWD adopted resolution 19-08 supporting managing water flows in the MN River Basin through increased water storage and other strategies and practices. The District supported the MN River Congress work in getting this initiative approved. The Governor has also included funding in his budget for water storage. It seems in the final language that this bill has become intertwined with the language of HF 731/SF 261. Lisa will be following this legislation along with others to see if the language is revised to improve it.

- [SF 81/HF 518](#) - *Watershed management provided, and water quality and storage in Minnesota River program established.* In the Senate, authors are Frentz and Weber. In the House, authors are Lippert and Fischer. It appears that this bill has been included in the language of the Omnibus Environment and Natural Resource bill.
- [SF 1113/HF 701](#) - *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 bill has been included in the Omnibus Legacy bill SF 0971/HF 1079.
- [SF 793/HF 1010](#) - *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 been included in the Omnibus Legacy bill SF 0971/HF 1079.
- [SF 884/HF 1660](#) - *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. This bill was not heard in the Senate. It was introduced in the House and referred to the Environment and Natural Resources Finance and Policy Committee/

In addition to the bills noted above, three more bills were introduced that are of interest to the LMRWD:

- [SF 1707/HF 1700](#) - *appropriating money for levee restoration in Carver; authorizing the sale and issuance of state bonds* This bill was authored in the Senate by Coleman and Nash and Boe in the House. It was referred to the Capital Investment Committee in both the House and Senate. No further actions were taken.
- [SF 1132/HF 1974](#) - *appropriating money for the restoration of the Minnesota River riverbank in the Shakopee area; authorizing the sale and issuance of state bonds.* Authored by Senators Pratt and Draheim and Representative Mortenson in the House. It was referred to the Capital Investment Committee in the Senate and the Legacy Finance Committee in the House
- [SF 2086/HF 1824](#) - *appropriating money for river watch program.* This bill was authored in the Senate by Coleman and in the House by Boe. This legislation was included in the Omnibus Legacy bill. It provides \$50,000 in each year of the biennium to the Friends of the Minnesota Valley for its River Watch program. The LMRWD supported this program in 2020 with a \$10,000 grant.

At the March meeting Manager Salvato asked about the lack of detail on invoices from Frenette Legislative Advisors (FLA). Legal Counsel suggested that a copy of the agreement between FLA and the LMRWD be provided to the Board. An agreement between FLA and the LMRWD was never executed. An agreement was drafted, but was never executed. The agreement was conditionally approved by the Board in January 2018. At the time the Board made the conditional approval there were some items that needed to be worked out. The items were not big obstacles for either party, but the legislative session began and the agreement was lost in the shuffle. The draft agreement is attached. FLA and the LMRWD will revise the agreement with current dates and will execute the agreement.

When the LMRWD retained FLA it was on an annual basis for an agreed upon cost of \$20,000 annually. FLA has been invoicing the LMRWD monthly for the agreed upon \$20,000. FLA provides service to the LMRWD year round and that was why the decision was made to pay the fees monthly.

Attachments

Draft Governmental Relations Service agreement
January 2018 LMRWD Board of Managers meeting minutes

Recommended Action

No action recommended

**CONSULTING AGREEMENT BETWEEN
THE LOWER MN RIVER WATERSHED DISTRICT
and FRENETTE LEGISLATIVE ADVISORS**

This Agreement is entered into between Frenette Legislative Advisors (FLA) and the Lower MN River Watershed District (LMRWD). In consideration of the mutual terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, LMRWD and FLA agree as follows:

1. Scope of Work

FLA will perform the LMRWD legislative support services related to the function and interests of the LMRWD. These services may include but are not limited to:

- a) securing state financial resources for the LMRWD navigational channel maintenance and operation responsibilities and obligations related to the MN River 9 foot channel;
- b) promoting legislation aimed at reducing sedimentation and erosion in the Minnesota River Valley; developing governmental structures or programs to implement coordinated projects to reduce sedimentation and erosion in the Minnesota River; and establishing basin-wide initiatives to fund grade stabilization and other practices to reduce sedimentation and erosion in the Minnesota River; and
- c) consulting with the LMRWD between legislative sessions to develop legislative and policy priorities to be implemented in subsequent years.

Additional services may be added to this scope of work by amendment to this contract and may include additional compensation as determined by the parties.

2. Independent Contractor

FLA is an independent contractor under this Agreement. FLA shall select the means, method and manner of performing the Services. Nothing in this Agreement is intended or should be construed to make FLA the agent, representative or employee of the LMRWD. Personnel performing the Services on behalf of FLA or a subcontractor shall not be considered employees of the LMRWD and shall not be entitled to any compensation, rights or benefits of any kind from the LMRWD.

FLA confirms and acknowledges it is not entitled to any employment benefits of any kind in association with the Services rendered under this Agreement, including health insurance, retirement benefits, paid vacation or sick leave.

FLA acknowledges that it is obligated to comply with all state and federal tax requirements, and is responsible for reporting and paying all income and self-employment tax with respect to income derived from his performance of the Services under this Consulting Agreement.

3. Subcontract and Assignment

Contractor shall not assign, subcontract or transfer any obligation or interest in this Agreement or any of the Services without LMRWD's written consent. Written consent to any subcontracting, assignment or transfer shall not relieve FLA from his responsibility to perform any part of the Services, nor in any respect its warranty, insurance, indemnification, duty to defend or agreement to hold harmless with

respect to the Services. FLA shall incorporate this Agreement as an exhibit to any assignment, subcontract or transfer agreement.

4. Warranty and Indemnification

FLA warrants that it will perform the Services in accordance with usual standards of professional care. FLA shall defend and hold harmless the LMRWD up to the amount of compensation that FLA has received.

5. Payment for Services

The LMRWD shall represent the LMRWD on legislative issues for 2018. LMRWD agrees compensate FLA in the amount of \$20,000 for services beginning January 1, 2018 through December 31, 2018, payable in five equal monthly payments of \$3,333.33 beginning January 1, 2018 through May 30, 2018, and a sixth payment of \$3,333.35 to be paid in November, 2018.

Payment will be made within 30 days of receipt of invoice. Consistent with its ethical obligations, FLA may withdraw for non-payment.

6. Termination

The Agreement shall remain in force from January 1, 2018 through December 31, 2018.

The LMRWD may terminate this Agreement at its convenience, by a written termination notice by certified mail, stating specifically what prior authorized or additional services is required for FLA to complete. FLA shall receive full compensation for all authorized work performed prior to the receipt of notice of termination. In the event of termination of this Agreement on or after May, 2018, FLA shall receive full compensation for services under this Agreement. All amounts of the \$20,000 payment for services not previously paid shall become due and payable on June 1, 2018 or 30 days after receipt of notice of termination.

FLA may terminate this Agreement by providing sixty (60) days written notice to the LMRWD. FLA will perform the Services until the expiration of the 60-day notice period. FLA will not be compensated for any Services beyond this 60-day notice period.

7. Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this Agreement, or to exercise any option, remedy or right herein, shall not waive or relinquish such party's rights in the future to insist upon strict performance of any provision, condition or obligation, all of which shall remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this Agreement shall not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval shall not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this Agreement, the LMRWD waives no immunities in tort. This Agreement creates no rights in and waives no immunities with respect to any third party.

8. Insurance

At all times during the term of this Agreement, FLA shall have and keep in force the following insurance coverage:

A. Automobile liability: For any personal vehicle used in performing the Services, combined single limit each occurrence coverage for bodily injury and property damage covering all owned and non-owned vehicles, \$1 million.

B. General liability: \$1 million each occurrence and aggregate, covering completed operations and contractual liability.

9. Compliance with Laws

FLA shall comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services, and shall procure all licenses, permits and other rights necessary to perform the Services. FLA will not commence work until it has completed the necessary registration as a lobbyist under state law.

FLA hereby acknowledges that all of the data it creates, collects, receives, stores, uses, maintains, or disseminates in performing the Services may be subject to the requirements of the Government Data Practices Act of Minnesota Statutes Ch. 13, and that FLA must comply with those requirements as if it were a covered government entity.

10. Continuation of Obligation

It is understood and agreed that document retention requirements shall survive the completion of the Services and the term of this Agreement as required by law.

11. Choice of Law, Venue and Jurisdiction

This Agreement shall be construed under and governed by the laws of the State of Minnesota.

12. Whole Agreement

The entire agreement between the two parties is contained herein and this Agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this Agreement shall be valid only when reduced to writing as an amendment to this Agreement and signed by the parties hereto.

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

Frenette Legislative Advisors

**LOWER MINNESOTA RIVER
WATERSHED DISTRICT**

Lisa Ann Frenette

By

Its _____

Date: _____

Date: _____

people out. Administrator Loomis said there is also a wire that was put up to keep vehicles out.

Administrator Loomis questioned the maintenance of Vernon Avenue. Since the city has indicated that the District is responsible for maintaining Vernon Avenue would \$1 - \$2 per yard be enough to cover maintenance of the roadway. Mr. Luke commented on the potholes and said they will be back every year. He said they fill the potholes before the private material is hauled out and the potholes are back

Administrator Loomis had concerns about the city's view of material being sold on a first come first serve basis. She wanted to talk to the city before any material would leave the site. Mr. Luke said it is a little more formal than someone just showing up with a truck and taking material. He also said that if you run into problems with anyone you sell material to, then you just don't do business with them.

The Board thanked Mr. Luke and agreed not to work on the RFP right now.

iii. Private Dredge Material Placement

No new information since last report

B. Watershed Management Plan

Administrator Loomis said the comment log will be emailed and posted on the website. She reviewed the schedule of the public information meetings. Meetings have been scheduled with Bloomington, Eden Prairie and Burnsville. Staff will make a presentation to the Carver City Council. Staff will also make one last offer to cities for information meetings.

President Shirk asked about the timeline and getting approval of the board before any information is pushed out to the public. Administrator Loomis said staff doesn't want to go out to the public until staff is sure the Board is comfortable with the plan. President Shirk asked about the cost for a homeowner to get a certification from an engineer as is required by the plan. Administrator Loomis said it will depend on what the proposed project is. Manager Raby said from his perspective anyone who is proposing to do something extensive would want to have the geotechnical done. He also agreed it would be dependent upon what is being proposed.

Administrator Loomis noted legal counsel will be at the city meetings as well as the TAC meeting. Board members are also invited to attend.

C. 2018 Legislative Action

Administrator Loomis said she has the agreement with Lisa Frenette and is working with Legal Counsel to refine the agreement. She asked that the Board approve the agreement conditionally, subject to staff working out the agreement with Ms. Frenette.

Manager Raby agreed and commented on some specific items in the agreement. He said the scope of work needs to be more flexible and the navigation channel is the primary need, but we may have additional needs. He questioned the payment schedule. Administrator Loomis said she was shocked by the cost of lobbying, but both proposals we had were similar. She said that we were getting a good deal from Mr. Harnack

Manager Raby also pointed out the termination clause needs to be reworded and questioned insurance requirements. He also asked about having her registered to lobby for the LMRWD. Administrator Loomis said she has spoken with Ms. Frenette and asked her to register.

Manager Raby made a motion to authorize staff to work with legal counsel to prepare the agreement with the above suggestions. The motion was seconded by President Shirk. The motion carried unanimously.

D. Website Redesign

Administrator Loomis said she has a meeting scheduled for Friday. We should be able to get it up and running sometime in February

E. Education and Outreach Plan

i. Education and Outreach Coordinator

She is working on updating the job position as proposed at the last meeting.

ii. Friends of the MN River Valley/LMRWD cooperative project

There is no new information since last report.

iii. Citizen Advisory Committee

There is no new information since last report.

F. LMRWD Projects

i. Eden Prairie Area #3 Stabilization

No information other what was reported in the Executive Summary.

ii. Riley Creek Cooperative Project/Hennepin County Flying Cloud Drive/CSAH 61 reconstruction project

No information other what was reported in the Executive Summary.

iii. Floodplain Lake Coring Project with Freshwater Society

Administrator Loomis showed a PowerPoint presentation provided by Carrie Jennings. Cores were taken from Colman Lake in Hennepin County and Rice Lake in Scott County to be compared to nearby upland lakes. Both of these lakes (Colman and Rice) are frequently inundated by flood waters and both were flooded when the sediment cores were taken. She showed maps showing transects where cores were taken from each lake. She noted researchers said it is apparent that both lakes are receiving a considerable amount of stormwater. They based that on the observation of the green algae in both lakes. She showed several pictures of the cores at the lab and how the cores are sampled. She had pictures of the equipment used to scan cores. This project was showcased on one of the Dean's tours and visitors were impressed that work of this kind was being used locally. Graphs were shown with information that had been determined from the sampling of the cores taken. The Graphs showed the different kinds of pollens that were taken from the samples. She said one of the things the pollen counts show so far is that the cores did not go back far enough. They will also look at oak pollen to see if that will tell them anything.

The researchers were surprised with the depth of the sediment and are considering going back to take additional, longer cores. Snelling Lake will be added as cores from Snelling Lake are on file. Manager Hartmann asked to be notified when additional cores are taken, as he would like to be there.

iv. Seminary Fen ravine stabilization project

No information other what was reported in the Executive Summary.

v. Analysis of Dakota County Groundwater Project

No information other what was reported in the Executive Summary.

vi. East Chaska Creek/ CSAH 61 & TH 41 Transportation Improvement Project

No information other what was reported in the Executive Summary.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 21, 2021

Agenda Item

Item 6. H. - Education & Outreach

Prepared By

Linda Loomis, Administrator

Summary

i. Citizen Advisory Committee (CAC) Bylaws

The CAC met on Tuesday, April 6, 2021. They have agreed to meet monthly on the first Tuesday of each month at 9:00am. At the meeting, the CAC elected officers and approved the bylaws for the CAC. A report from the Education and Outreach Coordinator, Jen Dullum is attached.

The bylaws must be approved by the Board and are attached. The Board should review the bylaws. If changes are warranted, the Board should so advise the CAC. Otherwise, the Board should approve the bylaws.

ii. Schools & NGO Partnership Assessment

The LMRWD Education & Outreach Coordinator, Jen Dullum, has researched opportunities to partner with schools and Non-governmental Organizations (NGOs). A report is attached for the Board review. This report is for the Board's information and no action is recommended.

iii. LMRWD Signage Review & Recommendations

The LMRWD Education & Outreach Coordinator, Jen Dullum, has investigated locations for signage to inform the public of the resources within the boundaries of the LMRWD. A report is attached. This report is for the Board's information and no action is recommended.

Attachments

Citizen Advisory committee update and bylaws memo dated April 14, 2021

LMRWD School and Non-governmental Organization Partnership Assessment memo dated April 14, 2021

LMRWD Signage Review and Recommendation memo dated April 14, 2021

Recommended Action

Motion to approve CAC bylaws

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

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

Date: April 14, 2021

Re: LMRWD Citizen Advisory Committee—Updates

The Lower Minnesota River Watershed District Citizen Advisory Committee (CAC) held its first official meeting on April 6, 2021. The following officers were elected, and the attached bylaws, which were drafted by Young Environmental Consulting Group (Young Environmental), were endorsed by the CAC, pending approval by the board of managers before adoption:

- Craig Diederichs, chair
- Jenny Karkowski, vice-chair
- Theresa Kuplic, secretary

Recommendation

Young Environmental recommends the Board review and approval of the attached CAC-endorsed bylaws.

CITIZEN ADVISORY COMMITTEE

Bylaws



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Original April 6, 2021

Acknowledgements

Citizen Advisory Committee:

Judy Berglund
Craig Diederichs, Chair
Greg Genz
Jenny Karkowski, Vice-Chair
Theresa Kuplic, Secretary

Lower Minnesota River Board of Managers:

Jesse Hartmann, President
David Raby, Secretary/Treasurer
Lauren Salvato, Secretary

Date of CAC Endorsement: April 6, 2021

Date of LMRWD Board Approval: TBD

Date of CAC Adoption: TBD

ARTICLE I: AUTHORITY

The Lower Minnesota River Watershed District (LMRWD) Citizen Advisory Committee (CAC) is hereby established with such powers and duties as are delegated to the CAC by the LMRWD Board of Managers (Board).

ARTICLE II: RESPONSIBILITIES

Per the Board and as outlined in the LMRWD Plan, the responsibilities of the CAC include the following:

- a) Acting as a liaison between the LMRWD and residents.
- b) Increasing public awareness by educating LMRWD residents about actions necessary to protect and improve water resources and habitat within its boundary.
- c) Advising the Board and staff on issues important to residents.

ARTICLE III: MEMBERSHIP

CAC members are appointed by the Board. The CAC consists of a minimum of five members who are District residents, as required by Minnesota Statutes 103D.331 (Appendix C). In addition, the Board may appoint interested and technical persons who are not District residents to the CAC to serve in an ex-officio capacity. CAC members are appointed to two-year terms.

ARTICLE IV: CONFLICT OF INTEREST

Prior to deliberation on an issue, a member who feels that they have a potential financial conflict of interest shall disclose that information to the Chair and members. Members may also report other members' potential conflicts of interest to the Chair and members. A majority vote of members present will determine whether the conflict of interest is sufficiently substantial to exclude the member from voting on the issue. All conflicts of interest disclosures and subsequent determination of whether to exclude a member from a vote shall be noted in the minutes.

ARTICLE V: PARTICIPATION

To ensure the CAC's efficiency, regular attendance at meetings is necessary. Any member may be removed for repeated, unexcused absences from CAC meetings. The Chair or LMRWD staff if directed by the Chair must notify the Board president when any member has three or more consecutive unexcused absences or when a member's sporadic attendance prevents meaningful participation in CAC matters.

An absence shall be deemed excused if the member notified the Chair, another CAC member, or District staff prior to the meeting. Excused absences shall be noted in the minutes of the meeting.

Any member may be removed from office for just cause and on written charge by a majority vote of the Board.

Members may request a leave of absence from the CAC by sending a letter to the Board president. The Board may grant a leave of absence for a period of no less than three months and up to a maximum of one year. While a member is on leave of absence, they shall not be eligible to vote and shall not be counted toward the quorum.

Members shall communicate their intention to resign in writing to the CAC Secretary, who in turn will notify members and the Board president.

Members are encouraged to attend Board meetings and District functions.

ARTICLE VI: VACANCIES

The Chair will notify the Board president of vacancies in membership. The Board will act in good faith to fill vacancies within 60 days from the date that the Board is notified of the vacancy.

ARTICLE VII: OFFICERS

Officers shall be elected for a one-year term. Elections shall be held during the first CAC meeting of the calendar year. The officers shall be chair, vice-chair, and secretary.

Duties of the officers are as follows:

1. The chair will do the following:
 - a. Preside at all meetings of the CAC.
 - b. Lead meetings in an efficient and orderly fashion.
 - c. Plan meeting agendas in cooperation with staff.
 - d. Encourage participation by all members at meetings.
 - e. Serve as the primary contact to the Board.
 - f. Appoint members to serve on subcommittees and task forces, as appropriate.
2. The vice-chair shall perform the duties of the chair in the chair's absence.
3. The secretary administers the paperwork at each meeting, prepares and distributes meeting minutes, handles all CAC correspondence, maintains a CAC file of pertinent information, and coordinates with the education and outreach coordinator and the District administrator.

Any officer whose membership ceases prior to the expiration of his/her term as an officer shall be replaced for the balance of his/her term by a special election of the CAC. Such special elections shall be held during the second regular meeting of the CAC immediately following termination of the officer's membership.

ARTICLE VIII: MEETINGS

The CAC will meet regularly pursuant to a schedule established by the CAC. Regular meetings shall be held on the first Tuesday of the month at 9:00 a.m. Members present at the prior regularly scheduled meeting may change this meeting schedule by a majority vote. Notice of the date, time, place, and proposed agenda of the meeting shall be published on the District's website at least seven days before the meeting.

The CAC will be subject to the Open Meeting Law, Minnesota Statute 13D (Appendix C). A quorum of at least half the members plus one CAC member must attend regularly scheduled meetings to vote on action agenda items or to vote on motions made during regularly scheduled meetings.

All CAC meetings shall be public. Public participation at meetings will, to the extent possible, be for the purpose of presenting information or providing comments that were not previously available to the CAC.

The CAC may utilize technology, including a conference call or web-based participation for members, presenters, or other necessary participants when feasible.

ARTICLE IX: VOTING

Each member is entitled to one vote. The CAC will function by a majority vote of the members present. A quorum must be present to vote. A tie vote by the CAC constitutes an impasse, and the result in question will remain a tie and be reported to the Board as a tie.

ARTICLE X: OFFICIAL MINUTES

The minutes of the CAC will be recorded by the secretary and will include the time, date, and place of the meeting; the attendance of the members and guests; the topics of the meeting and actions taken, or findings made; the results of roll-call votes; and a narrative or summary of pertinent discussions. A copy of the minutes for each meeting will be made available to members of the Board and the CAC.

ARTICLES XI: RULES AND RESPONSIBILITIES

The CAC will use Robert's Rules of Order to govern its meetings and business transactions. See Appendix D.

ARTICLE XII: COMMITTEES

To accomplish its prescribed responsibilities, the CAC may create committees of its members to study and report on projects, plans, and programs under consideration by the Board. Such committees will operate under the bylaws and rules of the full CAC.

The chair may appoint nonmembers who have expressed an interest in the topic or who have specialized expertise to a subcommittee or taskforce as appropriate.

If a regularly scheduled meeting is canceled, or if a quorum is not available to conduct business at a regularly scheduled meeting, a subcommittee or task force may meet during the time of the regularly scheduled meeting without providing 24-hour notice.

ARTICLE XIII: STAFF SUPPORT

Education and outreach coordinator, the District administrator, or a representative is expected to attend each CAC meeting unless otherwise directed by the Board; other District staff attendance will be overseen by the District Administrator. Staff will be responsible for the following:

- Preparing agendas with input from the Board, CAC Chair, and CAC priorities.
- Recording minutes, as requested.
- Assisting the CAC Chair in matters related to running the meetings.
- Preparing background information for items requiring CAC action.
- Coordinating attendance by consultants and other staff, as needed.
- Preparing memorandums to communicate CAC recommendations to the Board.

ARTICLE XIV: AMENDMENTS TO THE BYLAWS

Any member may offer a motion to amend the bylaws. The motion must receive a second before a vote on an amendment will be scheduled. All proposed amendments must be read before the CAC at a regularly scheduled meeting. Voting on any amendment will be held at the first meeting after a motion to amend has been made and seconded. Amendments to the bylaws will require a majority vote of those present at the meeting.

Bylaws and any changes thereto shall be submitted to the Board for comment prior to adoption.

ARTICLE XV: SEPARABILITY PROVISIONS

Should any article of these bylaws be considered unconstitutional or void, the remaining provisions will remain in full effect.

ARTICLE XVI: EFFECTIVE DATE

These bylaws will take effect upon approval by the Board.

Signed: _____ Date: _____

Citizen Advisory Committee Chair

Signed: _____ Date: _____

Board President

Technical Memorandum

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

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

Date: April 14, 2021

Re: LMRWD Education and Outreach – Schools and Nongovernmental
Organizations Partnership Assessment Update

As presented in the approved Lower Minnesota River Watershed District (District) education and outreach plan, Young Environmental Consulting Group (Young Environmental) completed an assessment of existing public and private K–12 schools and nongovernmental organizations (NGOs; e.g., Boy and Girl Scouts of America) for collaborative District education and outreach programming opportunities. The following details the process and outcomes of the assessment.

Young Environmental identified all public and private K–12 schools within the District. Along with identification, we researched current after-school programming and school-sponsored clubs that could benefit from District watershed education and outreach resources. The list of schools and programs can be viewed in Attachment A. Because of the vast differences in schools, their curricula, and programming, Young Environmental reviewed Minnesota Academic Standards for ways to incorporate watershed education. A summary of the respective K–12 standards can be found in Attachment B. Realistically, the District would develop materials regarding unique water resources features or management objectives to augment current academic science, mathematics, and social studies K–12 standards. In Attachment C, Young Environmental presents watershed education curricula already developed for K–12 education. These curricula are specific to Minnesota water resources and, in many cases, meet Minnesota Academic Standards. We plan to identify three schools (one elementary, one junior high, and one high school) within the District to explore opportunities to enhance their curricula to incorporate water resources education while still meeting state standards.

Young Environmental identified the following NGOs and private organizations and companies with established programs in which collaboration would be mutually

beneficial. Additional investigation is underway to identify specific partnership opportunities.

- Friends of the Minnesota Valley
- Conservation Partners of America
- Minnesota River Valley Audubon Chapter
- Minnesota Valley National Wildlife Refuge—Bloomington Education and Visitor Center (temporarily closed)
- Dodge Nature Center (outside District)
- Richardson Nature Center (temporarily closed)
- McColl Pond Environmental Learning Center
- Girl Scouts of Minnesota and Wisconsin River Valleys
- Boy Scouts 250 Northern Star Council
- Fort Snelling (currently not hosting field trips)
- Cargill
- Minnesota Valley Refuge Friends
- Minnesota Valley Trust
- 3 River Fishing Adventure

The areas researched are dependent on others to recognize the partnership opportunities the District presents. As such, we are investigating the development and promotion of independent, District-specific, in-person, or virtual outreach activities such as public events (e.g., Earth Day and fall cleanup programs) and home activities (e.g., nature bingo, Adopt-A-Drain). We understand that public events have been curtailed over the last year and are undergoing programmatic changes; however, direct engagement will provide the most effective platform for the District to promote its mission and message. Young Environmental will explore renting, borrowing, or purchasing displays and exhibit options for socially distanced events being held with local partners to further develop outreach plans for 2021–2022.

Young Environmental will continue to investigate sustainable programming that will advance the District toward meeting engagement goals. The goal will be to ensure whatever is recommended will align with watershed management plan Policy 9.1 and Strategy 9.1.2, which suggest developing an education outreach program to familiarize the public with District activities.

Attachment A—Schools within the Lower Minnesota River Watershed District

Bloomington

[Westwood Elementary | 3701 West 108th Street](#)

Kids' SAFARI before- and after-school program

[Olson Elementary | 4501 West 102nd Street](#)

Kids' SAFARI before- and after-school program

[Oak Grove Elementary | 1350 West 106th Street](#)

Kids' SAFARI before- and after-school program

[Indian Mounds Elementary | 9801 11th Avenue](#)

Kids' SAFARI before- and after-school program

[Olson Middle School | 4551 West 102nd Street](#)

Galaxy – after-school program with City of Bloomington as joint sponsor

Environmental Peace Club

[Oak Grove Middle School | 1300 West 106th Street](#)

[Thomas Jefferson High School | 4001 West 102nd Street](#)

Community Service Letter

Earth Corps

Burnsville

[Burnsville High School | 600 State Highway 13](#)

Science Club

Environment Club

Women in Engineering

Shakopee

[Sweeney Elementary | 1001 Adams Street South](#)

YMCA School-Age Care

[Red Oak Elementary | 7700 Old Carriage Court](#)

YMCA School-Age Care

[Eagle Creek Elementary | 6855 Woodward Avenue](#)

YMCA School-Age Care

[West Middle School | 200 10th Avenue East](#)

[East Middle School | 1137 Marschall Road South](#)

[Tokata Learning Center | 1110 Shakopee Town Square Mall](#)

Chaska

[Carver Elementary | 1717 Ironwood](#)

[Guardian Angels School | 217 West 2nd Street](#)

Angel Club before- and after-school care

[St. John's Lutheran | 300 East 4th Street](#)

Before- and after-school care

Attachment B – K–12 Minnesota Academic Standards

Draft Science: 2019 (standards will be implemented by the 2023–2024 school year)

- Grade 1 Communicating Reasons, Arguments, and Ideas to Others. Benchmark: 1E.4.1.2.1 Construct an argument with evidence to evaluate multiple solutions designed to slow or prevent wind or water from changing the shape of the land.
- Grade 1 Communicating Reasons, Arguments, and Ideas to Others. Benchmark: 1E.4.2.1.1 Communicate solutions that will reduce the impact of humans on the land, water, air, and/or other living things in the local environment.
- Grade 4 Exploring Phenomena or Engineering Problems. Benchmark: 4E.1.2.1.1 Make observations and measurements to provide evidence of the effects of weathering or the rate of erosion by the forces of water, ice, wind, or vegetation.
- Grade 4 Obtaining, Evaluating and Communicating Information. Benchmark: 4E.4.2.2.1 Obtain and combine multiple sources of information about ways individual communities, including Minnesota American Indian Tribes and communities and other cultures, use evidence and scientific principles to make decisions about the uses of Earth's resources.
- Grade 6 Developing Possible Explanations of Phenomena or Designing Solutions to Engineering Problems. Benchmark: 6E.3.2.1.2 Construct a scientific explanation based on evidence for how the uneven distribution of Earth's mineral, energy, or groundwater resources is the result of past geological processes.
- Grade 6 Developing Possible Explanations of Phenomena or Designing Solutions to Engineering Problems. Benchmark: 6E.3.2.1.3 Apply scientific principles to design a method for monitoring and minimizing human impact on the environment.
- Grades 9–12 Exploring Phenomena or Engineering Problems. Benchmark: 9E.1.2.1.1 Plan and conduct an investigation of the properties of water and its effects on Earth materials and surface processes.
- Grades 9–12 Developing Possible Explanations of Phenomena or Designing Solutions to Engineering Problems. Benchmark: 9E.3.2.2.1 Evaluate or refine a technological solution to reduce the human impacts on natural systems and base the evaluations or refinements on evidence and analysis of pertinent data.

Mathematics: 2007 (standards review was postponed in 2015 and will not be reviewed until 2021–2022)

- Grade 7 Data, Analysis, and Probability. Benchmark: 7.4.1.1 Design simple experiments and collect data. Determine mean, median, and range for quantitative data and from data represented in a display. Use these quantities to draw conclusions about the data, compare different data sets, and make predictions.
- Grade 7 Data, Analysis, and Probability. Benchmark: 7.4.1.2 Describe the impact that inserting or deleting a data point has on the mean and the median of a data set. Know how to create data displays using a spreadsheet to examine this impact.
- Grade 8 Data, Analysis, and Probability. Benchmark: 8.4.1.1 Collect, display, and interpret data using scatterplots. Use the shape of the scatterplot to informally estimate a line of best fit and determine an equation for the line. Use appropriate titles, labels, and units. Know how to use graphing technology to display scatterplots and corresponding lines of best fit.
- Grade 8 Data, Analysis, and Probability. Benchmark: 8.4.1.2 Use a line of best fit to make statements about approximate rate of change and about values not in the original data set.
- Grade 8 Data, Analysis, and Probability. Benchmark: 8.4.1.3 Assess the reasonableness of

predictions using scatterplots by interpreting them in the original context.

- Grades 9–11 Data, Analysis, and Probability. Benchmark: 9.4.1.1 Describe a data set using data displays, including box-and-whisker plots; describe and compare data sets using summary statistics, including measures of center, location, and spread. Measures of center and location include mean, median, quartile, and percentile. Measures of spread include standard deviation, range, and inter-quartile range. Know how to use calculators, spreadsheets, or other technology to display data and calculate summary statistics.
- Grades 9–11 Data, Analysis, and Probability. Benchmark: 9.4.1.3 Use scatterplots to analyze patterns and describe relationships between two variables. Using technology, determine regression lines (line of best fit) and correlation coefficients; use regression lines to make predictions and correlation coefficients to assess the reliability of those predictions.
- Grades 9–11 Data, Analysis, and Probability. Benchmark: 9.4.1.4 Use the mean and standard deviation of a data set to fit it to a normal distribution (bell-shaped curve) and to estimate population percentages. Recognize that there are data sets for which such a procedure is not appropriate. Use calculators, spreadsheets, and tables to estimate areas under the normal curve.
- Grades 9–11 Data, Analysis, and Probability. Benchmark: 9.4.2.3 Design simple experiments and explain the impact of sampling methods, bias, and the phrasing of questions asked during data collection.
- Grades 9–11 Data, Analysis, and Probability. Benchmark: 9.4.2.1 Evaluate reports based on data published in the media by identifying the source of the data, the design of the study, and the way the data are analyzed and displayed. Show how graphs and data can be distorted to support different points of view. Know how to use spreadsheet tables and graphs or graphing technology to recognize and analyze distortions in data displays.

Social Studies: 2011 (final draft standards will not be complete until Fall 2021, with implementation at the earliest in 2025)

- Grade 2 Economics. Benchmark: 2.2.4.5.1 Classify materials that come from nature as natural resources (or raw materials); tools, equipment, and factories as capital resources; and workers as human resources.
- Grade 2 Geography. Benchmark: 2.3.1.1.3 Use maps, photos, or other geographic tools to identify and locate major landmarks or major physical features of the United States.
- Grade 2 Geography. Benchmark: 2.3.1.1.4 Use maps, photos, or other geographic tools to answer basic questions about where people are located.
- Grade 2 Geography. Benchmark: 2.3.4.9.1 Identify causes and consequences of human impact on the environment and ways that the environment influences people.
- Grade 3 Economics. Benchmark 3.2.4.5.1 Explain that producing any good or service requires resources; describe the resources needed to produce a specific good or service; explain why it is not possible to produce an unlimited amount of a good or service.
- Grade 4 Geography. Benchmark 4.3.3.6.1 Explain how geographic factors affect population distribution and the growth of cities in the United States and Canada.
- Grade 4 Geography. Benchmark 4.3.4.9.1 Explain how humans adapt to and/or modify the physical environment and how they are in turn affected by these adaptations and modifications.
- Grade 4 Geography. Benchmark 4.3.4.10.1 Describe how the location of resources and the distribution of people and their various economic activities have created different regions in the United States and Canada.
- Grade 4 Geography. Benchmark 4.3.4.10.2 Analyze the impact of geographic factors on the

development of modern agricultural regions in Minnesota and the United States.

- Grade 6 Geography. Benchmark 6.3.3.6.1 Locate, identify, and describe major physical features in Minnesota; explain how physical features and the location of resources affect settlement patterns and the growth of cities in different parts of Minnesota.
- Grade 6 History. Benchmark 6.4.4.18.1 Describe how and why the United States claimed and settled the upper Mississippi River region in the early nineteenth century; explain the impact of steamboat transportation and settlement on the physical, social, and cultural landscapes. (Expansion and Reform: 1792–1861).
- Grade 6 History. Benchmark 6.4.4.20.1 Analyze how the rise of big business, the growth of industry, the use of natural resources, and technological innovation influenced Minnesota's economy from 1860 to 1920 (Development of an Industrial United States: 1870–1920).
- Grade 6 History. Benchmark 7.4.4.20.1 Explain the impact of the US Industrial Revolution on the production, consumption, and distribution of goods (Development of an Industrial United States: 1870–1920).
- Grade 8 Geography. Benchmark 8.3.2.3.1 Use appropriate geographic tools to analyze and explain the distribution of physical and human characteristics of places.
- Grade 8 Geography. Benchmark 8.3.3.5.1 Describe the locations of human populations and the cultural characteristics of the United States and Canada.
- Grade 8 Geography. Benchmark 8.3.3.6.1 Describe how the physical and environmental features of the United States and Canada affect human activity and settlement.
- Grade 8 Geography. Benchmark 8.3.4.10.1 Explain how the changing patterns of industrialization and trade between the United States and Canada or Mexico have resulted in close connections between the countries in terms of manufacturing, energy, and finance.
- Grades 9–12 Geography. Benchmark 9.3.1.2.2 Use geospatial technologies to develop plans for analyzing and solving local and regional problems that have spatial dimensions.
- Grades 9–12 Geography. Benchmark 9.3.2.4.1 Apply geographic models to explain the location of economic activities and land use patterns in the United States and the world.
- Grades 9–12 Geography. Benchmark 9.3.4.9.1 Analyze the interconnectedness of the environment and human activities (including the use of technology) and the impact of one upon the other.

Attachment C – Educational Curriculum for Consideration by the LMRWD

Education Curriculum

[City of Lakeville](#) – Meets state standards

[City of Lakeville](#) – Distance Learning

[Minnehaha Creek Watershed District](#) – Meets state standards

[Project WET](#) – Meets state standards

[Metro Area Children’s Water Festival](#) – Meets state standards (4th grade)

[We All Need Food and Water](#)

[Defenders of the Future: Tackle Today’s Water Troubles](#) (4th grade)

[Ejected: The Story That Solves the Climate Crisis](#)

Technical Memorandum

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

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

Date: April 14, 2021

Re: LMRWD Signage Review and Recommendations

The approved Lower Minnesota River Watershed District (LMRWD or District) 2020–2022 Public Education and Outreach Plan work plan includes a review of potential signage locations at river crossing and high-value resource areas. The following outlines Young Environmental Consulting Group’s (Young Environmental’s) review, evaluation methods, and recommendations.

Young Environmental considered two types of signs: 1) crossing signs (e.g., Minnesota River, Credit River), and 2) interpretive signs denoting District projects and high-value resource areas (e.g., Eagle Creek, East Chaska Creek Stabilization Project).

I. Crossing Signs

Young Environmental first explored crossing signs in both directions on roads traversing the Minnesota River. Below is a summary of the communications Young Environmental received from the Minnesota Department of Transportation (MNDOT) regarding the existing signs and the potential for more on state-controlled transportation corridors:

- Interstate 35W and Truck Highway (TH) 77 have signs in both directions on each side of the river.
- TH 494 has a sign in the westbound direction but does not have a sign in the eastbound direction.
- TH 62,101, 169, and 494 eastbound do not have signs because of all or some of the following:
 - Complex intersection geometry
 - Lack of available space for post-mounted signs

- Cost, structural design, and maintenance issues associated with attaching signs to bridges

Based on the information received, additional crossing signs on major interstate corridors and other transportation systems along the Minnesota River that MNDOT mentioned should be rendered complete, and no other locations will be considered. As such, we suggest looking at Minnesota River, Credit River, Eagle Creek, and Assumption Creek crossings on minor trunk highway or county roads at the following locations (Figure 1):

- MNDOT Jurisdiction
 - Minnesota River at TH 41 in Chaska, MN
 - Eagle Creek at TH 13 in Savage, MN
 - Credit River at TH 13 in Savage, MN

MNDOT is in the process of designing a sign renewal project and will consider adding signs to the locations noted above. Young Environmental will continue to coordinate with MNDOT as it moves through its project.

- Carver County Jurisdiction
 - East Chaska Creek at County State Aid Highway (CSAH) 61, Chaska, MN
 - Assumption Creek at CSAH 61/ Flying Cloud Drive, Chanhassen, MN

Young Environmental is waiting on more information from Carver County.

It is important to note that all road crossing signs (e.g., MNDOT, CSAH) must be in conformance with the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

II. Interpretive Signs

Interpretive signs provide residents and visitors background information on sensitive resources and projects managed or completed by LMRWD or with LMRWD support. As such, Young Environmental used the following criteria to identify viable locations for interpretive signs:

1. Publicly accessible locations, including publicly owned parks, trails, and natural areas
2. Resource value consists of high-value (e.g., fens and trout waters) or unique landscape features
3. Projects completed by or funded by LMRWD

Because of cost considerations, Young Environmental proposes completing the fabrication and installation of three to four interpretive signs annually. For the 2021

calendar year, we are proposing signs at the following locations (see location in Figure 1):

Locations in Chaska, MN

- East Chaska Creek Stabilization Project
 - Placement is near project site on city-owned property.
 - Messaging could focus on highlighting erosion and the effect sediment has on water resources and habitat while describing the project and solution to reduce sediment to the Minnesota River.
- Seminary Fen/Assumption Creek combination
 - Placement is at Hazeltine Bluff Park on city-owned property, just outside of the District.
 - Messaging could focus on increasing awareness and knowledge about unique resources within the District by describing the unique features of calcareous fens, the habitat requirements that create suitable environment for trout, and the restoration and stabilization project that reduced sediment contributions to Seminary fen and why that is important. If this site is not suitable because of its location, an interpretive sign could be developed by the District in partnership with the Minnesota Department of Natural Resources (DNR) for potential placement at the Seminary Fen Scientific and Natural Area.
- There are the requirements for sign placement on city-owned property: City approval for signs located on public property is required as is submittal of a Permanent Sign Permit Application along with a \$125.00 nonrefundable permit fee.

Location in Savage, MN

- Eagle Creek/Boiling Springs combination
 - Placement is along Independence Avenue near trailhead to Boiling Springs.
 - Messaging could describe the habitat requirements that create suitable environment for trout, the efforts to protect Boiling Springs, and the environmental conditions that create the boiling effect from the underground spring.
 - Requirements for sign placement on city-owned property: We have contacted the city for information and are waiting to hear back.

Location in Bloomington, MN

- Dredge Site near river mile post 14
 - Placement is along the Minnesota Valley State Trail off Normandale Boulevard on DNR property.
 - Messaging would focus on describing the dredging process and why it is necessary.
 - Requirements for sign placement on DNR property: The DNR process, which could take up to a year, includes the following:
 - A potential resource assessment
 - A potential archeological investigation
 - A Joint Powers Agreement or Memorandum of Agreement (or other partnership agreement)
 - Formal request for signage with the DNR Sign Committee

Additionally, for the interpretive signs, Young Environmental is proposing that the project overview be combined with educational information about the local habitat or ecosystem, including trout stream habitat, calcareous fen ecosystems, river management, and recreation. Partnerships and funding sources will be noted on each sign.

III. Recommendations

Young Environmental recommends Board consideration and approval of the locations specified and the following next steps for the crossings and interpretive signs, respectively:

Crossing Signs

1. Work with Carver County and MNDOT traffic engineers on the process for river crossing sign location.
2. Solicit design and fabrication firms for quote for crossing signs.
3. Draft contract with design and fabrication firm.
4. Bring contract forward to Board for review and approval consideration.
5. Proceed with design and fabrication if the Board approves.
6. Work with Carver County and MNDOT on installation if the Board approves.

Interpretive Signs

1. Work with local entities on process for interpretive sign location approval.

2. Solicit design and fabrication firms for quote for interpretive signs.
3. Draft contract with design and fabrication firm.
4. Bring contract forward to Board for review and approval consideration.
5. Proceed with design and fabrication if the Board approves.
6. Work with local partners on installation if the Board approves.

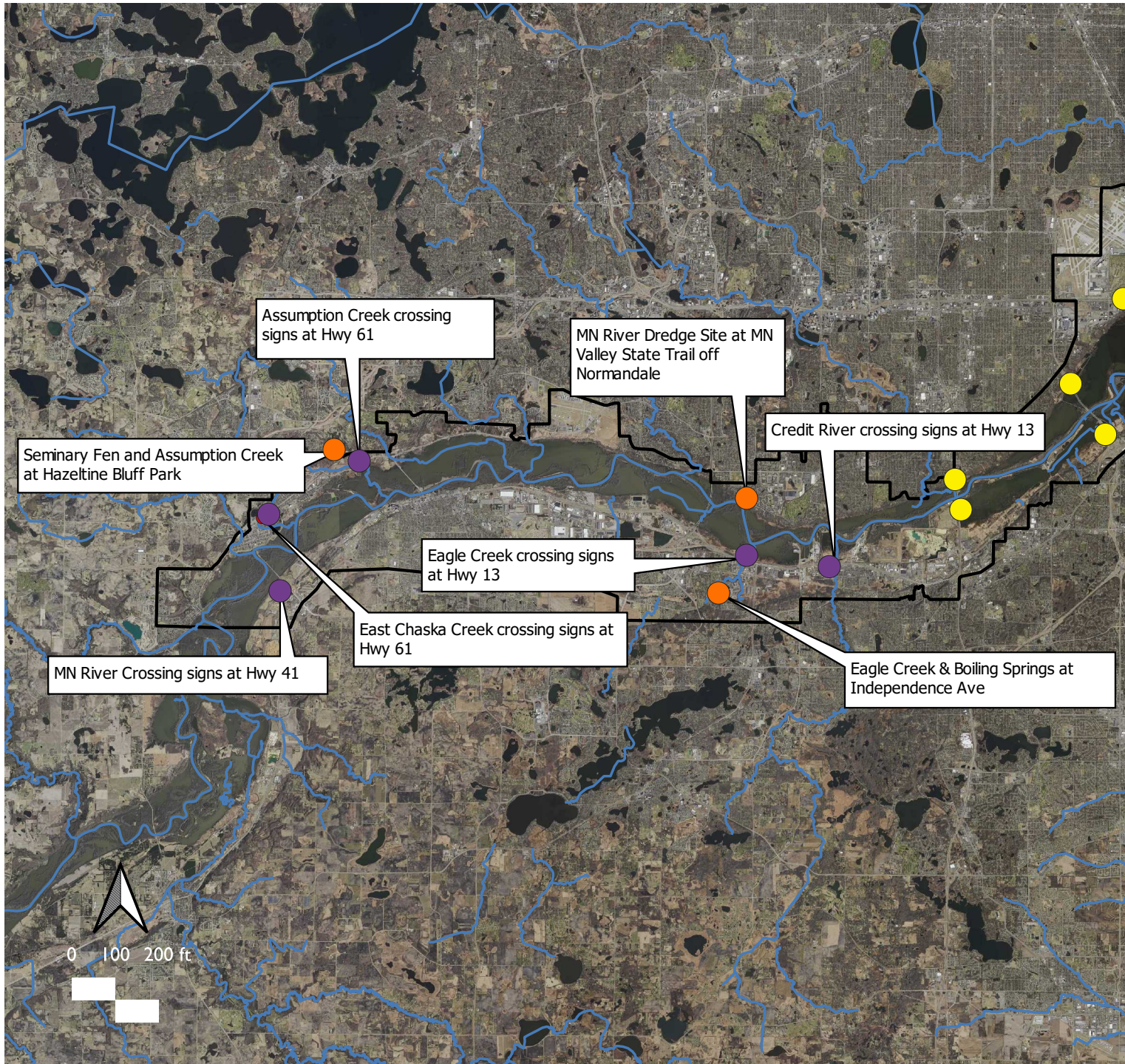


Figure 1:
Existing and Potential
Signage Locations

LEGEND

- Existing Signage
- Interpretive Sign
- River Crossing Sign
- Public Waters
- LMRWD Boundary





LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 21, 2021

Agenda Item

Item 6. I. - LMRWD Projects

Prepared By

Linda Loomis, Administrator

Summary

i. Eden Prairie Study Area #3

Staff has begun work on this project. A kick-off meeting with the consultant was held on March 17, 2021 and a site visit was held on April 2, 2021. The work plan was entered into the Board of Water and Soil Resources' (BWSR) elink website. The Grant agreement was signed by President Hartmann and sent to BWSR. The fully executed grant agreement was received Friday, April 16, 2021 and is attached for the Board's information. All work completed on the project from this point forward will applied toward the grant.

Attachments

Fully executed Watershed-Based Implementation Funding Grant Agreement

Recommended Action

No action needed

**FY 2021 STATE OF MINNESOTA
 BOARD OF WATER and SOIL RESOURCES
 WATERSHED-BASED IMPLEMENTATION FUNDING
 GRANT AGREEMENT**

Vendor:	0000201935
PO#:	3000013129

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Lower Minnesota River WD, 10901 Riverview Road Eden Prairie Minnesota 55347** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
C21-2074	2021 Metro WBIF – Lower MN North – LMRWD – Area #3 Ravine Bank Stabilization	\$127,732

Total Grant Awarded: \$127,732

Recitals

- The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Section 7(a), appropriated Clean Water Funds (CWF) to the Board for the FY 2020-2021 Watershed-based Implementation Funding.
- The Board adopted the FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the Watershed-based Implementation Funding Program through Board Order #19-54.
- The Board adopted Board Order #19-54 to allocate funds for the FY 2020-2021 Watershed-based Implementation Funding Program.
- The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this Grant Agreement by reference.
- The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
- As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State’s Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or his/her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

TITLE	Linda Loomis, Administrator
ADDRESS	112 East 5th Street, Suite #102
CITY	Chaska, MN 55318
TELEPHONE NUMBER	763-545-4659

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

- Terms of the Grant Agreement.**
 - Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - Expiration date:** **December 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
 - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2024 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by BWSR.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant includes an advance payment of 50 % of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance will all applicable federal, State, and local laws, policies, ordinances, rules, FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors

in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The State may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Lower Minnesota River WD

Board of Water and Soil Resources

By: Jesse J. Hartmann
(print)

By: _____



(signature)

Title: President

Title: _____

Date: 3-15-21

Date: _____



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, April 21, 2021

Agenda Item

Item 6. J. - Permits & Project Reviews

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD has received a number of permits applications for projects within cities that have not yet been approved for the LMRWD municipal permit. Several of these projects have requested expedited applications. In light of the number of applications received and the fact that the Board only meets once a month, staff recommends that the Board establish a second monthly meeting that would only be for permit approvals. State statute requires special provisions for public notice of meetings and establishing a regular meeting date would reduce the amount of staff time required to notice special meetings. If staff determines that a meeting to approve permits is not necessary the meeting can be cancelled. Statutory notice requirements to cancel meetings are not as stringent as the requirements to notice a special meeting. Staff believes this is a temporary situation and that the cities with development activity will have municipal permit authority later this year.

i. **Burnsville Industrial Phase IV (LMRWD permit no. 2021-009)**

See Technical Memorandum - [Burnsville Industrial Phase IV dated April 16, 2021](#)

Recommended Action

Motion to conditionally approve permit 2021-009, subject to receipt of a performance bond in the amount of \$32,200 from a company certified by the US Department of Treasury's Bureau of the Fiscal Service. The bond will be released if final analysis demonstrates that Pond 2 has adequate capacity for the Project to meet the District's Rule D – Stormwater Management.

ii. **Canterbury Park parking lot Phase 2 (LMRWD permit no. 2021-012)**

See Technical Memorandum - [Canterbury Park parking lot - Phase 2 dated April 16, 2021](#)

Recommended Action

Motion to conditionally approve permit 2021-012, subject to receipt of a copy of the NPDES (National Pollutant Discharge Elimination System) permit.

iii. **City of Shakopee 2021 Street and Utility Reconstruction (LMRWD permit no. 2021-011)**

See Technical Memorandum - [City of Shakopee 2021 Street and Utility Reconstruction dated April 16, 2021](#)

Recommended Action

Motion to conditionally approve permit 2021-011. subject to receipt of the NPDES permit and names of and contact information for the contractor and person responsible for compliance with the District's inspection and maintenance requirements.

iv. **Summerland Place (LMRWD permit no. 2021-013)**

See Technical Memorandum - [Summerland Place dated April 16, 2021](#)

Recommended Action

Motion to conditionally approve permit 2021-013, subject to receipt of a performance bond in the amount of \$155,120 in a format acceptable to the LMRWD in accordance with Rule 1.2.11.3.