



Please note the meeting will be held in person at the Carver County Government Center on the Wednesday, April 20, 2022. The meeting will also be available virtually using this [link](#).

LOWER MINNESOTA RIVER WATERSHED DISTRICT

Lower Minnesota River Watershed District

7:00 PM

Wednesday, April 20, 2022

Carver County Government Center

602 East Fourth Street, Chaska, MN 55318

Agenda Item	Discussion
1. Call to order	A. Roll Call
2. Approval of agenda	
3. Citizen Forum	<p><i>Citizens may address the Board of Managers about any item not contained on the regular agenda. A maximum of 15 minutes is allowed for the Forum. If the full 15 So are not needed for the Forum, the Board will continue with the agenda. The Board will take no official action on items discussed at the Forum, with the exception of referral to staff or a Board Committee for a recommendation to be brought back to the Board for discussion or action at a future meeting.</i></p>
4. Consent Agenda	<p><i>All items listed under the consent agenda are considered to be routine by the Board of Managers and will be enacted by one motion and an affirmative vote of a majority of the members present. There will be no separate discussion of these items unless a Board Member or citizen request, in which event, the items will be removed from the consent agenda and considered as a separate item in its normal sequence on the agenda.</i></p> <p>A. Approve Minutes March 16, 2022, Regular Meetings</p> <p>B. Receive and file February and March 2022 Financial reports</p> <p>C. Approval of Invoices for payment</p> <ul style="list-style-type: none"> i. Daniel Hron – March 2022 office rent ii. Rinke Noonan – December 2021 legal services iii. Scott County SWCD – Q4 2021 monitoring, TACS & SCWEP iv. City of Shakopee – Cost share & grant reimbursement for PLOC v. Global Portfolio Consulting, LLC – down payment for 2021 audit services vi. Dakota County SWCD – Q4 2021 monitoring, cost share & education vii. HDR Engineering, Inc. – Website maintenance expenses viii. Naiad Consulting, LLC – October, November & December 2021 Administrative services, mileage & expenses ix. Young Environmental Consulting Group, LLC – December 2021 technical, and Education & Outreach Services x. Frenette Legislative Advisors – January/February 2022 legislative services xi. Inter-Fluve – January 2022 Area #3 services xii. Liberty Mutual Insurance Company – 2022 Directors & Officers insurance xiii. Metro Sales, Inc – payment on copier service agreement xiv. Rinke Noonan – January 2022 legal services

	<ul style="list-style-type: none"> xv. US Bank Equipment Finance – March 2022 copier lease payment xvi. Daniel Hron – April 2022 office rent xvii. State of MN – publication of advertisement for engineering pool, legal & technical services xviii. City of Burnsville – Cost Share for Willow Creek Ravine stabilization xix. Frenette Legislative Advisors – March 2022 legislative services xx. Inter-Fluve – February 2022 Area #3 services xxi. US Bank Equipment Finance – April payment on copier lease xxii. Bolton & Menk, Inc. – Sponsorship of 2022 Salt Symposium xxiii. Naiad Consulting, LLC – January 2022 administrative services & expenses xxiv. TimeSavers Off Site Secretarial – preparation of December 2021 meeting minutes xxv. Young Environmental Consulting Group, LLC, January 2022 Engineering & Technical services xxvi. TimeSavers Off Site Secretarial – preparation of January 2022 meeting minutes xxvii. Young Environmental Consulting Group – February 2022 Engineering & Technical services D. Receive and file March 2022 Citizens Advisory Committee meeting minutes E. Authorize execution of the Cooperative Agreement among the Lower Minnesota River Watershed District, Nine Mile Creek Watershed District, Richfield-Bloomington Watershed Management Organization and Riley-Purgatory-Bluff Creek Watershed District – Lower Minnesota River Chloride Cost-Share Program F. Authorize execution of Grant Agreement between the Metropolitan Council and the Lower Minnesota River Watershed District for the Metropolitan Watershed Outlet Monitoring Program (WOMP1) G. Authorize payment to Inter-Fluve for work on Area #3
<p>5. New Business/ Presentations</p>	<ul style="list-style-type: none"> A. Presentation by Scott County Soil & Water Conservation District of 2022 Monitoring Program B. Cost Share Application for 4624 Overlook Drive Bloomington
<p>6. Old Business</p>	<ul style="list-style-type: none"> A. Legal & Technical Services B. Engineering Pool C. Audit and Financial Accounting Services D. MAWD Membership E. Cost Share Application - S. Mueller, 10745 Lyndale Bluffs Trail - no new information to report F. City of Carver Levee G. Dredge Management <ul style="list-style-type: none"> i. Vernon Avenue Dredge Material Management site ii. Private Dredge Material Placement H. Watershed Management Plan – no new information to report since last update I. 2022 Legislative Action J. Education & Outreach K. LMRWD Projects <ul style="list-style-type: none"> <i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i> i. Area #3 L. Permits and Project Reviews - See Administrator Report for project updates <ul style="list-style-type: none"> <i>(only projects that require Board action will appear on the agenda.)</i>

	<p><i>Informational updates will appear on the Administrator Report)</i></p> <ul style="list-style-type: none"> i. LMRWD Permit renewals ii. Biff's Inc. (LMRWD Permit No. 2022-011) iii. Engineered Hillside (LMRWD No. 2022-007) iv. Quarry Lake Trail and Pedestrian Bridge (LMRWD No. 2022-010) v. Normandale Blvd & 98th Street Intersection project (LMRWD No. 2022-013) <p>M. MPCA Soil Reference Values - No new information since last update</p>
7. <i>Communications</i>	<ul style="list-style-type: none"> 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 7:00 pm Wednesday, May 18, 2022.

Upcoming meetings/Events

Managers are invited to attend any of these meetings. Most are free of charge and if not the LMRWD will reimburse registration fees.

- Metro MAWD – Tuesday April 19, 2022, 7:00 pm
- USACE River Resource Forum
- UMWA monthly meeting – Thursday, April 21, 2022, meeting will be virtual, contact District Administrator to attend
- Lower MN River East 1W1P Policy Committee – Thursday, April 21, 3:00 to 5:00, LeSueur and virtual
- LMRWD Citizen Advisory Committee meeting – Tuesday, May 3, 2022, 9:00 am
- [Water Connects Us](#) – Freshwater virtual benefit – Tuesday April 26, 2022, 6:30 to 8:00 pm
- 14th MN River Congress – June 15, 2022 – Kato Ballroom, Mankato, MN

For Information Only

- **WCA Notices**
 - City of Bloomington – Notice of Application and Notice of Decision – CenterPoint MLB Nicollet Crossing
 - City of Shakopee – Notice of Decision – Hansen Avenue & Maras Street Utility Extension
- **DNR Public Waters Work permits**
 - Carver County – Request for Comments – TH 41/CSAH 61 – to allow for Intake/Outfall Structure at CSAH 61 and East Chaska Creek
- **DNR Water Appropriation permits**
 - Dakota County – Use of dewatering water for sand & gravel washing
 - Dakota County, City of Burnsville – Kraemer Mining to allow Cemstone to mix concrete
 - Scott County, City of Savage – Request for Comments – dewatering for Circle K Holiday Station



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes of Regular Meeting

Board of Managers

Wednesday, March 16, 2021

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

Approved _____

1. CALL TO ORDER AND ROLL CALL

On Wednesday, March 16, 2022, at 7:00 PM CST, in the Board Room of the Carver County Government Center, 602 East 4th Street, Chaska, Minnesota, President Hartmann called to order the meeting of the Board of Managers of the Lower Minnesota River Watershed District (LMRWD).

President Hartmann asked for roll call to be taken. The following Managers were present: Manager Laura Amundson, President Jesse Hartmann, Manager Patricia Mraz, Manager David Raby and Manager Lauren Salvato. In addition, the following joined the meeting: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator; and Della Schall Young, Young Environmental Consulting Group, LLC, LMRWD Technical Consultant. Attorney John Kolb, Rinke Noonan Attorneys at Law, LMRWD legal counsel joined the meeting virtually. Trevor Poonai, Ivy Brook Parking, LLC and Eric Meyer, Larson Engineering attended in person. Wayne Sicora, ERM and Thomas Haider, CenterPoint Energy joined virtually.

2. APPROVAL OF THE AGENDA

Administrator Loomis asked that February Financial Reports, Item 4. B. be removed from the agenda as she had not received the financial reports from Carver County.

President Hartmann made a motion to approve the agenda with Item 4. B. – February 2022 Financial reports removed. The motion was seconded by Manager Raby. Upon a vote being taken the motion carried unanimously.

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.

A. Approve Minutes January 19, 2022, and February 16, 2022 Regular Meeting

~~**B. Receive and file February 2022 Financial reports**~~

~~**C. Approval of Invoices for payment**~~

D. Receive and file February 2022 Citizens Advisory Committee meeting minutes

E. Authorize payment to City of Burnsville for Willow Creek Ravine Stabilization

F. Authorize execution of Affidavit of Trespass

G. Receive and file Annual Report from the Scott County Water Education Partnership

H. Authorize payment to Inter-Fluve for Invoice 21-04-21-02

Manager Raby made a motion to approve the Consent Agenda with Items 4.B and 4. C. removed. The motion was seconded by Manager Salvato. Upon a vote being taken the motion carried unanimously.

5. NEW BUSINESS/PRESENTATIONS

A. Presentation by Carver County WMO of 2022 Monitoring Program

Administrator Loomis introduced Andrew Edgcumbe.

Andrew Edgcumbe, Carver County Water Management Organization (CCWMO) addressed the Board and provided a presentation on monitoring results from the 2021 sampling season of LMRWD water resources located in Carver County.

Manager Salvato asked if the drought had an impact on the TP and other levels reported.

Mr. Edgcumbe stated the drought had an impact on the TP and alkaline levels in some resources sampled, but he didn't think the drought had much impact on the lakes sampled.

He reported that the aerator broke in Courthouse Lake and has not been replaced. He noted this is having an impact on the oxygen levels in the lake which is affecting the fish populations.

He reported that an event occurred at a construction site on West Chaska Creek that contributed a significant amount of sediment to the creek. It was estimated, using flux loading concentrations, that 53,000 pounds of sediment flowed into the creek. He noted CCWMO made the contractor take corrective actions. He reported that dredging was required, but other than that he wasn't involved what the contractor was asked to do.

Della Schall Young asked if they followed the creek all the way down to the river to see if they needed to dredge there as well and asked if the Pollution Control Agency was involved or if the City handled it alone.

Mr. Edgcumbe stated as far as he knows they looked at the creek but did not know how far down the creek was investigated. He stated he doesn't know if Pollution Control was involved or not, but he can check and get back to the Board.

Administrator Loomis stated she and Ms. Schall-Young will do some follow-up on this item and get back to the Board. She noted a copy of the Memorandum of Agreement (MOA) between the LMRWD and CCWMO is attached for the Board's information. 2022 is the final year of the MOA.

Manager Salvato asked if East Chaska Creek samples are taken above or below the restoration project the LMRWD constructed. Mr. Edgcumbe stated the sampling occurs below the restoration.

The Board thanked Mr. Edgcumbe for the presentation.

6. OLD BUSINESS

A. Audit and Financial Accounting Services Proposals

Administrator Loomis stated they are close to switching over to the new accounting service and Manager Amundson and President Hartmann will be trained on how to approve invoices. She

stated the LMRWD will be done with Carver County Finance, with the exception of any checks outstanding, by the end of March.

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

No new information to report since last update.

C. City of Carver Levee

No new information to report since last update.

D. Dredge Management

i. Vernon Avenue Dredge Material Management site

No new information to report other than what was reported in the Executive Summary.

ii. Private Dredge Material Placement

No new information to report other than what was reported in the Executive Summary.

E. Watershed Management Plan

Administrator Loomis reported that the revised rules were provided to the Board and some Managers had questions, which she referred to legal counsel.

Attorney Kolb addressed the Board and stated there is no change in liability to the LMRWD if the Board allows staff to do administrative approvals and noted where there is administrative approval the rules still require the item to go back to the Board for review. He stated the safeguard in place is that the Board reviews administrative approvals afterward and at that point the Board could decide to make changes to the approval, if they felt an approval should not have been given.

He noted that staff will not have the authority to deny a permit. All applications where denial is recommended must come before the Board.

Administrator Loomis noted a memo reviewing the rule revision process is included in their packets for the Board's review. She briefly explained the next steps in the rule revision process.

Manager Raby made a motion to authorize initiation of the rules process and direct staff to proceed. Manager Salvato seconded the motion. Upon a vote being taken, the motion carried unanimously.

F. 2022 Legislative Action

Administrator Loomis stated she and Lisa Frenette met with Senator Cwodzinski about becoming the chief author for legislation requesting bonding for the Area #3 project, since it is located within his District (48) and he agreed. Staff estimates that the total cost of the project will be \$4.6 million.

She reported that she and Ms. Frenette are scheduled to meet with Representative Pryor (48A) tomorrow and will scheduled a meeting with Representative Kotyza-Witthuhn (48B), as the project is located within her district.

Manager Salvato asked about the Chloride handout that was included in the meeting packet from the MCEA (Minnesota Center for Environmental Advocacy) and if the LMRWD is using that hand-out when tabling. Administrator Loomis said that the LMRWD has not used it and would likely use another handout, rather than the one from MCEA.

Administrator Loomis reported that Senator Coleman is carrying a bill for the City of Carver Levee this session.

G. Education and Outreach Plan

No new information to report other than what was reported in the Executive Summary.

H. LMRWD Projects

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

No action required on any project this month, so updates appear in the Administrator's Report.

I. Project/Plan Reviews

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

i. 2022 MBL Nicollet River Crossing (LMRWD Permit No. 2022-002)

Administrator Loomis introduced this item. She stated there is an overview of this project in their packets for their review.

Manager Raby made a motion to conditionally approve 2022 MBL Nicollet River Crossing (LMRWD No. 2022-002), subject to receipt of a copy of the NPDES permit, contact information of the contractor, contact information for the person(s) responsible for inspection and maintenance of erosion and sediment control, and a special stipulation in the final permit that prohibits dewatering discharges within the Steep Slope Overlay District and requires notification if groundwater disturbances occur. The motion was seconded by Manager Mraz. Upon a vote being taken the motion carried unanimously.

ii. Ivy Brook Parking East (LMRWD Permit No. 2022-003)

Administrator Loomis introduced this item. She stated there is an overview of this project in their packets for their review.

President Hartmann made a motion to conditionally approve Ivy Brook Parking East (LMRWD No. 2022-003), subject to receipt of a copy of the NPDES permit, contact information of the contractor, contact information for the person(s) responsible for inspection and maintenance of erosion and sediment control features, and a copy of the City's Low Impact Development (LID) Management Practices Agreement for the proposed sand filter. The motion was seconded by Manager Salvato. Upon a vote being taken the motion carried unanimously.

iii. Ivy Brook Parking West

Administrator Loomis introduced this item. She stated there is an overview of this project in the Board packet for their review.

Manager Salvato made a motion to conditionally approve Ivy Brook Parking West (LMRWD No. 2022-008), subject to receipt of a copy of the NPDES permit, contact information of the contractor, and contact information for the person(s) responsible for inspection. The motion was seconded by Manager Mraz. Upon a vote being taken the motion carried unanimously

iv. MN Greenway Pedestrian Bridge Temporary Crossing

No action is required for this item, the report is for the Board's information only.

v. Canterbury Park Eastern Development EAW Review

No action is required for this item, the report is for the Board's information only.

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

9. COMMUNICATIONS

- A. **Administrator Report:** Administrator Loomis asked if the Board had any questions about the Administrator's Report. Administrator Loomis noted the LMRWD held the Convene meeting for the clean water funds being distributed. The meeting was held today and was done in about 40 minutes and the next meeting is April 20, 2022. She noted the next task will be to create a list of priorities to use the funds for. She noted the cities Savage and Bloomington were voted to be the voting members representing the municipalities.
- B. **President:** No report
- C. **Managers:** Manager Raby noted he will be remote for the April meeting and back in-person for the May meeting.
- D. **Committees:** No report
- E. **Legal Counsel:** No report
- F. **Engineer:** No report

10. ADJOURN

At 8:00 PM, President Hartmann made a motion to adjourn the meeting. Manager Raby seconded the motion. Upon a vote being taken the motion carried unanimously.

The next meeting of the LMRWD Board of Managers meeting will be 7:00, Wednesday, April 20, 2022, and will be held at the Carver County Government Center, 602 East 4th Street, Chaska, MN. Electronic access will also be available.

Attest:

Lauren Manager Salvato, Secretary

Linda Administrator Loomis, Administrator

Item 4.B.
LMRWD 4-20-22

BEGINNING BALANCE	31-Jan-22	\$ 1,842,989.52
ADD:		
General Fund Revenue:		
Met Council - WOMP Grant	\$ 1,000.00	
Project Review Fees	\$ 750.00	
Total Revenue and Transfers In		\$ 1,750.00
DEDUCT:		
Warrants:		
434673 Daniel Hron	\$ 650.00	
434691 Rinke Noonan Attorneys at Law	\$ 2,856.50	
434693 Scott County SWCD	\$ 7,562.00	
434695 City of Shakopee	\$ 171,570.00	
434780 Global Portfolio Consulting	\$ 17,841.00	
100019233 Dakota County SWCD	\$ 3,560.00	
100019238 HDR Engineering	\$ 409.87	
100019252 Naiad Consulting	\$ 33,151.23	
100019264 Young Environmental Consulting	\$ 38,297.79	
Total Warrants/Reductions		\$ 275,898.39
ENDING BALANCE	28-Feb-22	<u>\$ 1,568,841.13</u>

EXPENDITURES	2021 Budget	February Actual	YTD 2021	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 42,362.68	\$ 289,965.37	\$ 39,965.37
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ 1,768.00	\$ 121,119.83	\$ 21,119.83
Gully Erosion Contingency Fund	\$ -	\$ -	\$ 3,776.50	\$ 3,776.50
USGS Sediment & Flow Monitoring	\$ -	\$ -	\$ -	\$ -
Ravine Stabilization at Seminary Fen in Chaska	\$ -	\$ -	\$ -	\$ -
Riley Creek Cooperative Project with RPBCWD	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00
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	\$ -	\$ -	\$ 48,977.93	\$ 48,977.93
MN River Corridor Management Project	\$ 75,000.00	\$ 6,307.00	\$ 52,786.97	\$ (22,213.03)
TH 101 Shakopee Ravine	\$ -	\$ -	\$ 297.50	\$ 297.50
Assumption Creek Hydrology Restoration	\$ -	\$ 1,863.20	\$ 2,125.50	\$ 2,125.50
Carver Creek Restoration	\$ -	\$ -	\$ -	\$ -
Groundwater Screening Tool Model	\$ -	\$ -	\$ 952.00	\$ 952.00
MN River Floodplain Model Feasibility Study	\$ -	\$ -	\$ -	\$ -
Schroeder Acres Park SW Mgmt Project	\$ -	\$ -	\$ -	\$ -
PLOC Realignment/Wetland Restoration	\$ 70,000.00	\$ 171,570.00	\$ -	\$ (70,000.00)
Spring Creek Project	\$ 75,000.00	\$ 2,124.90	\$ 8,742.36	\$ (66,257.64)
West Chaska Creek	\$ -	\$ -	\$ -	\$ -
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ -	\$ -	\$ -	\$ -
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 25,000.00	\$ 6,250.00	\$ 41,305.24	\$ 16,305.24
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Bank Stabilization Project	\$ -	\$ -	\$ 80,310.94	\$ 80,310.94
E. Chaska Creek Treatment Wetland Project	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 15,000.00	\$ -	\$ 1,285.50	\$ (13,714.50)
Project Reviews	\$ 50,000.00	\$ 7,252.10	\$ 141,798.08	\$ 91,798.08
<i>Monitoring</i>	\$ 75,000.00	\$ 7,369.50	\$ 43,826.92	\$ (31,173.08)
<i>Watershed Management Plan</i>	\$ 10,000.00	\$ 2,422.04	\$ 8,548.39	\$ (1,451.61)
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00	\$ 6,348.47	\$ 62,895.19	\$ 32,895.19
<i>Cost Share Program</i>	\$ 50,000.00	\$ 1,769.50	\$ 7,149.00	\$ (42,851.00)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ -	\$ 102.00	\$ (239,898.00)
Total:	\$ 1,140,000.00	\$ 257,407.39	\$ 1,065,965.22	\$ (74,034.78)

Lower Minnesota River Watershed District
 General Fund Financial Report
 Fiscal Year: January 1, 2021 through December 31, 2021
 Meeting Date: April 20, 2021

FY 2022

EXPENDITURES	2022 Budget	February Actual	YTD 2022	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 18,491.00	\$ 20,278.20	\$ (229,721.80)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ -	\$ -	\$ (100,000.00)
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
USGS Sediment & Flow Monitoring	\$ -	\$ -	\$ -	\$ -
Ravine Stabilization at Seminary Fen in Chaska	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site A	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site C-2	\$ -	\$ -	\$ -	\$ -
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Watershed Resource Restoration Fund	\$ 120,000.00	\$ -	\$ -	\$ (120,000.00)
Gully Inventory	\$ -	\$ -	\$ -	\$ -
MN River Corridor Management Project	\$ -	\$ -	\$ -	\$ -
TH 101 Shakopee Ravine	\$ -	\$ -	\$ -	\$ -
Assumption Creek Hydrology Restoration	\$ -	\$ -	\$ -	\$ -
Carver Creek Restoration	\$ -	\$ -	\$ -	\$ -
Groundwater Screening Tool Model	\$ -	\$ -	\$ -	\$ -
MN River Floodplain Model Feasibility Study	\$ -	\$ -	\$ -	\$ -
Schroeder Acres Park SW Mgmt Project	\$ -	\$ -	\$ -	\$ -
Downtown Shakopee Stormwater BMPs	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
PLOC Realignment/Wetland Restoration	\$ 30,000.00	\$ -	\$ -	\$ (30,000.00)
Spring Creek Project	\$ -	\$ -	\$ -	\$ -
West Chaska Creek	\$ -	\$ -	\$ -	\$ -
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 25,000.00	\$ -	\$ -	\$ (25,000.00)
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Bank Stabilization Project	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Treatment Wetland Project	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 5,000.00	\$ -	\$ -	\$ (5,000.00)
Project Reviews	\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)
<i>Monitoring</i>	\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)
<i>Watershed Management Plan</i>	\$ -	\$ -	\$ -	\$ -
<i>Public Education/CAC/Outreach Program</i>	\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)
<i>Cost Share Program</i>	\$ 20,000.00	\$ -	\$ -	\$ (20,000.00)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ -	\$ -	\$ (240,000.00)
Total:	\$ 1,115,000.00	\$ 18,491.00	\$ 20,278.20	\$ (1,094,721.80)

Item 4.B.
LMRWD 4-20-22

BEGINNING BALANCE	28-Feb-22	\$ 1,568,841.13
ADD:		
General Fund Revenue:		
Permit Review Fee - 10080 Azure Skies	\$ 750.00	
Permit Review Fee - Biff's Inc.	\$ 750.00	
Permit Review Fee - Ivy Brook Parking West	\$ 750.00	
Permit Review Fee - CenterPoint MLB Nicollet Cro	\$ 1,500.00	
Placement of private dredge material - CHS, Inc.	\$ 9,663.00	
		\$ 12,663.00
Total Revenue and Transfers In		\$ 12,663.00
DEDUCT:		
Warrants:		
434991 Frenette Legislative Advisors	\$ 3,333.34	
434994 Inter-Fluve	\$ 4,507.50	
464997 Liberty Mutual Insurance Co.	\$ 180.00	
435002 Metro Sales, Inc.	\$ 95.64	
435009 Rinke Noonan Attorneys at Law	\$ 1,679.00	
435022 US Bank Equipment Finance	\$ 168.10	
435202 Daniel Hron	\$ 650.00	
435217 State of Minnesota	\$ 405.00	
435308 City of Burnsville	\$ 67,500.00	
435318 Fremette Legislative Advisors	\$ 1,666.67	
435327 Inter-Fluve	\$ 2,071.75	
435340 US Bank Equipment Finance	\$ 168.10	
100019458 Bolton & Menk, Inc	\$ 500.00	
100019464 Naiad Consulting, LLC	\$ 10,588.98	
100019470 TimeSaver Off Site Secretarial	\$ 187.00	
100019616 Young Environmental Consulting	\$ 51,114.56	
100019706 TimeSaver Off Site Secretarial	\$ 227.00	
100019712 Young Environmental Consulting	\$ 46,603.30	
JE Carver County Finance	\$ 1,430.73	
		\$ 193,076.67
Total Warrants/Reductions		\$ 193,076.67
ENDING BALANCE	28-Feb-22	\$ 1,388,427.46

EXPENDITURES	2022 Budget	March Actual	YTD 2022	Over (Under) Budget
Administrative expenses	\$ 250,000.00	\$ 34,482.46	\$ 54,760.66	\$ (195,239.34)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ 21,064.55	\$ 21,064.55	\$ (78,935.45)
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
USGS Sediment & Flow Monitoring	\$ -	\$ -	\$ -	\$ -
Ravine Stabilization at Seminary Fen in Chaska	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site A	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site C-2	\$ -	\$ -	\$ -	\$ -
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Watershed Resource Restoration Fund	\$ 120,000.00	\$ 67,500.00	\$ 67,500.00	\$ (52,500.00)
Gully Inventory	\$ -	\$ -	\$ -	\$ -
MN River Corridor Management Project	\$ -	\$ 4,647.96	\$ 4,647.96	\$ 4,647.96
TH 101 Shakopee Ravine	\$ -	\$ -	\$ -	\$ -
Assumption Creek Hydrology Restoration	\$ -	\$ 1,246.75	\$ 1,246.75	\$ 1,246.75
Carver Creek Restoration	\$ -	\$ -	\$ -	\$ -
Groundwater Screening Tool Model	\$ -	\$ -	\$ -	\$ -
MN River Floodplain Model Feasibility Study	\$ -	\$ 3,111.00	\$ 3,111.00	\$ 3,111.00
Schroeder Acres Park SW Mgmt Project	\$ -	\$ -	\$ -	\$ -
Downtown Shakopee Stormwater BMPs	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
PLOC Realignment/Wetland Restoration	\$ 30,000.00	\$ -	\$ -	\$ (30,000.00)
Spring Creek Project	\$ -	\$ 6,533.76	\$ 6,533.76	\$ 6,533.76
West Chaska Creek	\$ -	\$ -	\$ -	\$ -
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Geomorphic Assessments (Trout Streams)	\$ -	\$ 2,752.55	\$ 2,752.55	\$ 2,752.55
Fen Stewardship Program	\$ 25,000.00	\$ 10,649.32	\$ 10,649.32	\$ (14,350.68)
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Bank Stabilization Project	\$ -	\$ -	\$ -	\$ -
E. Chaska Creek Treatment Wetland Project	\$ -	\$ -	\$ -	\$ -
MN River Sediment Reduction Strategy	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 5,000.00	\$ 375.00	\$ 375.00	\$ (4,625.00)
Project Reviews	\$ 75,000.00	\$ 28,372.75	\$ 28,372.75	\$ (46,627.25)
<i>Monitoring</i>	\$ 75,000.00	\$ -	\$ -	\$ (75,000.00)
<i>Watershed Management Plan</i>	\$ -	\$ 4,574.09	\$ 4,574.09	\$ 4,574.09
<i>Public Education/CAC/Outreach Program</i>	\$ 75,000.00	\$ 7,766.48	\$ 7,766.48	\$ (67,233.52)
<i>Cost Share Program</i>	\$ 20,000.00	\$ -	\$ -	\$ (20,000.00)
Nine Foot Channel				
Transfer from General Fund	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ -	\$ -	\$ (240,000.00)
Total:	\$ 1,115,000.00	\$ 193,076.67	\$ 213,354.87	\$ (901,645.13)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 4. D. – March 1, 2022 CAC Meeting Minutes

Prepared By

Linda Loomis, Administrator

Summary.

The Citizen Advisory Committee (CAC) was not able to reach a quorum at the April 5, 2022 meeting so the attached minutes from the March 1, 2022 meeting have not been approved by the CAC.

Attachments

March 1, 2022 CAC meeting minutes

Recommended Action

Receive and file March 1, 2022 CAC meeting minutes pending approval by CAC



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes
Citizen Advisory Committee (CAC)
Tuesday, March 1, 2022
Teleconference via Webex

1. Call to Order and Roll Call

President Diederichs called the meeting to order. The following members were present: Judy Berglund, Craig Diederichs, and Theresa Kuplic. The following individuals also attended the meeting: Linda Loomis (Naiad Consulting LLC and Lower Minnesota River Watershed District [LMRWD] Administrator), Jen Dullum (representing Young Environmental Consulting Group LLC), and Vicki Sherry (US Fish and Wildlife Service [FWS], National Wildlife Refuge System).

2. Consent Agenda

- a. Approval of the March Agenda
- b. Approval of the February Minutes

Berglund moved to approve the consent agenda, and Diederichs seconded the motion. In a roll-call vote, the following individuals voted in favor of the motion: Berglund, Diederichs, and Kuplic. The following individuals voted against it: none.

3. Citizen Input on Non-Agenda Items

There was no input.

4. New Business

Vicki Sherry, FWS

Sherry, a wildlife biologist, gave a presentation on the Minnesota Valley National Wildlife Refuge (Minnesota Valley NWR) and Wetland Management District (WMD).

Diederichs asked about sediment removal from the holding pond mentioned in the presentation. Sherry noted that the Minnesota Valley NWR and WMD is not removing sediment from the holding pond. Currently, the sediment just spreads out. The Minnesota Valley NWR and WMD hopes to solve this issue, but it has proven to be extremely expensive. The Minnesota Valley NWR and WMD also do not own the property where the sediment is originating, which makes remediation more difficult. Outreach to landowners is ongoing. Kuplic asked if any legislation to remedy the sediment issue would be available if the parcel of land were ever to be developed. Sherry noted ongoing work with city officials and stated that donation of the portion of the property below the bluff could allow access for repairs.

Loomis asked if vegetation surveys have ever been conducted. Sherry responded that many wildlife and

vegetation surveys have been conducted in the Minnesota Valley NWR and WMD. Most surveys take place before and after restoration efforts to gauge progress on management practices. There have also been surveys for the endangered and threatened species within the Minnesota Valley NWR and WMD. Sherry noted that the Minnesota Valley NWR and WMD is interested in partnerships and in exploring partnership opportunities with LMRWD.

5. Old Business

Berglund had questions about cost-share opportunities for rain barrels. Loomis noted that applications should be submitted and approved before purchase and installation of rain barrels.

6. Communications

Kuplic suggested uploading more handouts and information on cost-share opportunities to the LMRWD website.

Diederichs suggested we record our meetings so we can link to presentations on the website. Loomis noted that she is considering this option and will continue to investigate it.

There were comments on winter salt use, pending legislation, and the Stop Over Salting citizen group.

Kuplic suggested we post a list of water issues facing the Minnesota River on the website. For each water issue, we could create a page link to share solutions.

Loomis noted an upcoming potential outreach event in Eden Prairie where LMRWD informational handouts could be shared. She is looking into the details.

7. Adjournment

Berglund moved to adjourn the meeting, and Kuplic seconded the motion. In a roll-call vote, the following individuals voted in favor of the motion: Berglund, Diederichs, and Kuplic. The following individuals voted against it: none.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, April 20, 2022

Agenda Item

Item 4. E. - Authorize execution of the Cooperative Agreement among the Lower Minnesota River Watershed District, Nine Mile Creek Watershed District, Richfield-Bloomington Watershed Management Organization and Riley-Purgatory-Bluff Creek Watershed District – Lower Minnesota River Chloride Cost-Share Program

Prepared By

Linda Loomis, Administrator

Summary.

The LMRWD and other watershed management organizations in Hennepin County that are within the Minnesota River Watershed partnered to use 2019 Watershed Based Implementation Funding to assist local governments and winter maintenance professionals in purchasing equipment to reduce the amount of salt they use.

Riley-Purgatory-Bluff Creek Watershed District signed the grant agreement with BWSR and is the fiscal agent for the program. Four applications have been received and approved. Applications were from the City of Chaska, to retrofit City snow plows with segmented bladed; Eden Prairie Schools, to upgrade equipment with the purchase of two granular salt spreaders; City of Edina, to purchase new equipment to remove snow at Braemar Ice Arena; and Edina Public Schools. Legal Counsel for Riley-Purgatory-Bluff Creek Watershed District and the Nine Mile Creek Watershed District, Michael Welch, drafted a cooperative agreement, which is attached. The agreement has been sent to LMRWD legal counsel for review. The Board should approve the agreement and authorize execution subject to approval of the agreement by LMRWD legal counsel.

Attachments

Cooperative Agreement among the Lower Minnesota River Watershed District, Nine Mile Creek Watershed District, Richfield-Bloomington Watershed Management Organization and Riley-Purgatory-Bluff Creek Watershed District – Lower Minnesota River Chloride Cost-Share Program

Recommended Action

Motion to approve agreement and authorize execution of the agreement by President Hartmann

COOPERATIVE AGREEMENT
Among Lower Minnesota River Watershed District, Nine Mile Creek Watershed District,
Richfield-Bloomington Watershed Management Organization and
Riley-Purgatory-Bluff Creek Watershed District

LOWER MINNESOTA RIVER CHLORIDE COST-SHARE PROGRAM

March XX, 2022

This cooperative agreement is made by and among Lower Minnesota River Watershed District, a watershed district created pursuant to Minnesota Statutes chapters 103B and 103D (LMRWD), Nine Mile Creek Watershed District, a watershed district created pursuant to Minnesota Statutes chapters 103B and 103D (NMCWD), Richfield-Bloomington Watershed Management Organization, a joint-powers organization pursuant to Minnesota Statutes chapter 103B (RBWMO), and Riley-Purgatory-Bluff Creek Watershed District, a watershed district created pursuant to Minnesota Statutes chapters 103B and 103D (RPBCWD), for the collaborative implementation and management of the Lower Minnesota River Chloride Cost-Share Program. LMRWD, NMCWD, RBWMO and RPBCWD are referred to collectively herein as “the Partners,” and each of LMRWD, NMCWD, RBWMO and RPBCWD individually is a “Partner” herein.

Recitals

WHEREAS the Minnesota Pollution Control Agency’s Twin Cities Metro Chloride Total Maximum Daily Load study (February 2016) identified several waterbodies within the Twin Cities metropolitan area’s portion of the lower Minnesota River watershed as impaired for chloride, and addressed generally the fact that chloride pollution cannot be efficaciously prevented or remediated through construction of stormwater-management or -treatment systems, but must be tackled at the source through reduction in use of salt;

WHEREAS each of the Partners has adopted a watershed management plan pursuant to Minnesota Statutes section 103B.351 that identifies chloride pollution in stormwater runoff as a critical water-resource challenge in each Partner’s watershed and the larger lower Minnesota River watershed;

WHEREAS in 2018 RPBCWD, on behalf of and in collaboration with the Partners, was awarded \$197,209 in state Clean Water Land & Legacy Watershed-Based Implementation funding (the Grant Funds) to implement the Lower Minnesota River Chloride Cost-Share Program, which calls for the provision of support to property owners in the lower Minnesota River watershed to retrofit equipment to use efficient technology to reduce salt use in maintaining sidewalks and roads (the Program), and RPBCWD executed the grant agreement attached hereto as Exhibit A (the Grant Agreement), which requires that the Grant Funds be matched at a rate of 25 percent by local funding;

WHEREAS RPBCWD already has committed \$20,000 in Grant Funds to Eden Prairie Independent School District No. 272 and \$9,600 in Grant Funds to the City of Chanhassen for the purchase of equipment to reduce use of chloride de-icing material, and by their execution of this agreement the other Partners ratify and endorse the commitment of Grant Funds to Eden Prairie Independent School District No. 272 and the City of Chanhassen;

WHEREAS the Partners acknowledge that their ability to complete the Program depends on each party satisfactorily and promptly performing individual obligations and working cooperatively with the other Partners; and

WHEREAS Minnesota Statutes section 471.59 authorizes LMRWD, NMCWD, RBWMO and RPBCWD to enter into this agreement to exercise authority common among them.

AGREEMENT

NOW, THEREFORE LMRWD, NMCWD, RBWMO and RPBCWD enter into this agreement to document their understanding of the scope of the Program, and affirm their commitments as to the responsibilities and tasks to be undertaken by each Partner to implement the Program.

1 Program Design

1.1 For purposes of day-to-day management, oversight and implementation of the Program, the Partners will be represented by the following individuals, each of whom has been delegated by her or his respective governing board the authority to exercise its rights and fulfill its obligations under this agreement:

LMRWD

Administrator
112 Fifth Street East, Suite 102
Chaska, MN 55318
952-856-5880

NMCWD

Administrator
12800 Gerard Drive
Eden Prairie MN 55346
952-835-2078

RBWMO

Executive Director
1700 West 98th St.
Bloomington MN 55431
952-563-4557

RPBCWD

Administrator
18681 Lake Drive East
Chanhassen MN 55317
952-607-6512

The representatives are referred to collectively herein as “the Administrators,” and each individual is an “Administrator” herein.

1.2 The Program is further defined and specified for purposes of this agreement as consisting of the following:

- a. The solicitation and development by the Partners of specific property owners’ proposals for chloride-use reduction projects within the watersheds subject to the Partners’ jurisdiction;
- b. the review of submitted proposals by the Administrators for determination, by majority vote, of qualification for the Program, including but not limited to the commitment of matching funds as required by the Grant Agreement;
- c. on determination by the Administrators that a project qualifies for the Program, the RPBCWD Administrator will timely seek authorization from the RPBCWD Board of Managers to enter a cost-share reimbursement agreement for the project materially in the form of the template attached hereto as Exhibit B, committing to reimbursement of Grant Funds;

- d. the RPBCWD Administrator will administer individual project cost-share agreements in accordance with the terms thereof and applicable law, including but not limited to acknowledgement of the contribution of Clean Water Legacy funding in accordance with 2009 Minnesota Laws, chapter 172, Article 5, Section 10; and
- e. the Administrators will collaborate to support the RPBCWD Administrator's efforts to complete administration and reporting requirements for the Program under Exhibit B.

Grants Funds will be committed under the terms of this agreement on a first-come, first-served basis, without regard to location of a specific project in one or the other of the Partners' watersheds. The RPBCWD Board of Managers retains the discretion and authority to commit to the expenditure of Grant Funds to the extent of determining that any such expenditure is consistent with the Grant Agreement. The RPBCWD Board of Managers agrees to exercise its authority to approve project cost-share agreements reasonably and in accordance with and to ensure the fulfillment of the Program specifics herein and its rights and obligations under the Grant Agreement.

2 General Terms

2.1 COSTS. Except to the extent that Grant Funds are expended under the terms of this agreement and the Grant Agreement, each party will bear the costs of fulfilling its responsibilities and performing its obligations under this agreement, as well as its internal, administrative and incidental costs. No party will be responsible for or will reimburse costs incurred by the other.

2.2 INDEPENDENT RELATIONSHIP; LIABILITY

- a. The Partners enter this agreement solely for the purposes of improving water quality in the lower Minnesota River and tributary watersheds. This agreement does not create a joint powers board or organization within the meaning of Minnesota Statutes section 471.59, and no party agrees to be responsible for the acts or omissions of another or the results thereof pursuant to subdivision 1(a) of the statute. Only contractual remedies are available for the failure of a party to fulfill the terms of this agreement.
- b. Minnesota Statutes chapter 466 and other applicable law govern liability of each of the Partners. The limits of liability for the Partners may not be added together to determine the maximum amount of liability for either party. Notwithstanding the foregoing or any other provision of this agreement, each Partner's obligations under this paragraph will survive the termination of the agreement.
- c. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

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

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

2.5 ENTIRE AGREEMENT. This agreement, as it may be amended in writing, contains the complete and entire agreement between the Partners relating to the subject matter hereof, and supersedes all prior negotiations, agreements, representations and understandings, if any, among the Partners respecting such matters. The recitals stated at the outset are incorporated into and made a part of the agreement.

2.6 WAIVERS. The waiver by any Partner of any breach or failure to comply with any provision of this agreement by another Partner or Partners will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

2.7 TERM; TERMINATION. This agreement is effective on execution by all Partners and will terminate two years from the date of execution of this agreement or on the written agreement of all Partners. Any right, responsibility or obligation that has come into being before expiration will survive expiration.

[signature page follows]

DRAFT

IN WITNESS WHEREOF, the parties have executed this agreement.

Lower Minnesota River Watershed District

By _____ Date: _____
[NAME],
President

Nine Mile Creek Watershed District

By _____ Date: _____
Robert Cutshall,
President

Approved as to form and execution

By _____
NMCWD counsel

Richfield-Bloomington Watershed Management Organization

By _____ Date: _____
[NAME],
TITLE

Riley-Purgatory-Bluff Creek Watershed District

By _____ Date: _____
David Ziegler,
President

Approved as to form and execution

By _____
RPBCWD counsel

Exhibit A
2019 – Watershed Based Funding Metro Grant Agreement

DRAFT

**FY 2019 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED BASED FUNDING GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000201936	VN#:	
PO#:	3000009681	Date Paid:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Riley-Purgatory-Bluff Creek WD, 14500 Martin Drive Eden Prairie Minnesota 55344 (Grantee).

This grant is for the following Grant Programs :

P19-3276	2019 - Watershed Based Funding Metro (Riley-Purgatory-Bluff Creek WD)	\$410,879
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Total Grant Awarded: \$410,879

Recitals

1. The Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a), appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Watershed-based Funding Pilot Program.
2. The Board adopted the Clean Water Fund Watershed-based Funding Pilot Program Policy and authorized the Watershed-based Funding Pilot Program Grants through Board Resolution 17-96.
3. The Board adopted Board Resolution 17-96 to allocate funds for the FY 2019 Watershed-based Funding Pilot Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or 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 Claire Bleser, District Administrator
ADDRESS 18681 Lake Drive East
CITY Chanhassen, MN 55317
TELEPHONE NUMBER 952-607-6512

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

Grant Agreement

1. Term of Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. 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 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 of expenditures 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, 2022 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 grant 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 stated above.
- 4.5. This grant includes an advance payment of 50 percent 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.** All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) 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 an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

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 amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original 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 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 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 contract if the State finds that there has been a failure to comply with the provisions of this grant contract, 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.

Exhibit B
Cost-Share Agreement Template

DRAFT

Riley-Purgatory-Bluff Creek Watershed District
Cost-Share Funding Agreement

[PROJECT]

The parties to this cost-share agreement are the Riley-Purgatory-Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D (RPBCWD), and [PROJECT PARTNER]. The purpose of this agreement is to provide cost-share assistance for a project demonstrating protection of water resources in [watershed].

RPBCWD has determined that it will contribute cost-share funding for the [PROJECT], which will allow [PROJECT PARTNER] to reduce chloride entering the local water bodies. RPBCWD has determined the amount of funding that it will contribute to the purchase of the equipment on the basis of the water-quality improvement, public education and demonstration benefits that will be realized.

RPBCWD commits to reimburse [PROJECT PARTNER] in accordance with the terms and on satisfaction of the conditions of this agreement.

1. Scope of Work

[PROJECT PARTNER] will provide for [PROJECT DOCUMENTATION] attached to and incorporated into this agreement as Exhibit A (the Equipment), as well as the integration of the Equipment into [PROJECT PARTNER]' winter-maintenance program.

[PROJECT PARTNER] will submit to RPBCWD annually for five years following purchase of the Equipment a written report that describes the maintenance, use and operation of the Equipment, including but not limited to: [specifics] (Annual Report).

[PROJECT PARTNER] will maintain a copy of all records related to the purchase of the Equipment for six years from the date [PROJECT PARTNER] receives or completes purchase of the Equipment. RPBCWD may examine, audit or copy any such records on reasonable notice to [PROJECT PARTNER].

2. Reimbursement

[PROJECT PARTNER] will purchase the Equipment as described in Exhibit A. On receipt and approval of documentation (including receipts) of the purchase of the Equipment, RPBCWD will reimburse [PROJECT PARTNER] seventy-five (75) percent

of the cost of the Equipment. Reimbursement under this agreement will not exceed a total of \$XXXXXXX.

RPBCWD has determined that partial performance of obligations under section 1 of this agreement may confer no or limited benefit on RPBCWD. As a result if purchase and integration of the Equipment into [PROJECT PARTNER]' maintenance program are not substantially completed in material conformance with the terms of this agreement within two (2) years of the date this agreement is fully executed, subject to delays outside of [PROJECT PARTNER]' control, RPBCWD will not be obligated to provide reimbursement to [PROJECT PARTNER] under this agreement and may declare this agreement rescinded and no longer of effect. Notwithstanding, the parties will consult before RPBCWD denies reimbursement or rescind the agreement.

3. Right of Access

[PROJECT PARTNER] will permit RPBCWD representatives to inspect at reasonable times the Equipment, ensure compliance with this agreement and monitor or take samples for the purposes of assessing the performance of the Equipment and compliance with the terms of this agreement. If RPBCWD finds that an obligation under this agreement is not being met, it will provide 30 days' written notice and opportunity to cure, and thereafter may declare this agreement void. [PROJECT PARTNER] will reimburse RPBCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

4. Maintenance

[PROJECT PARTNER] will maintain and utilize the Equipment for a minimum of five (5) years from the date of purchase in accordance with the specifications and maintenance requirements provided by manufacturer and/or provider of the Equipment. If [PROJECT PARTNER] fails to maintain and utilize the Equipment, RPBCWD will have a right to reimbursement of all amounts paid to [PROJECT PARTNER], unless RPBCWD determines that the failure to maintain and utilize the Equipment was caused by reasons beyond [PROJECT PARTNER]'s control.

5. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Equipment will properly acknowledge the funding provided by RPBCWD and will acknowledge the contribution of Clean Water Legacy funding in accordance with 2009 Minnesota Laws, chapter 172, Article 5, Section 10. [PROJECT

PARTNER] will cooperate with RPBCWD to seek publicity and media coverage regarding the purchase and implementation of the Equipment.

6. Independent Relationship; Indemnification

RPBCWD's role under this agreement is solely to provide funds to support the performance of voluntary work by [PROJECT PARTNER] that furthers the purposes of RPBCWD. This agreement is not a joint powers agreement under Minnesota Statutes section 471.59. [PROJECT PARTNER] acts independently and selects the means, method and manner of purchasing and using the Equipment. No employee, representative, contractor or consultant of any party to this agreement has acted or may act in any respect as the agent or representative of the other party. Any right to review or approve a design, work in progress provided by the agreement to RPBCWD is solely for RPBCWD's purpose of accounting for RPBCWD funds expended. [PROJECT PARTNER] is not the agent, representative, employee or contractor of RPBCWD. [PROJECT PARTNER] will hold RPBCWD, its officers, board members, employees and agents harmless, and will defend and indemnify RPBCWD, with respect to all actions, costs, damages and liabilities of any nature arising from: (a) [PROJECT PARTNER]'s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by [PROJECT PARTNER] to RPBCWD. No action or inaction of or the [PROJECT PARTNER] under this agreement creates a duty of care on the part of RPBCWD or the [PROJECT PARTNER] for the benefit of any third party.

7. Remedies; Immunities

Only contractual remedies are available for a party's failure to fulfill the terms of this agreement. Notwithstanding any other term of this agreement, the District and the Partner waive no immunities in tort. No action or inaction of a party under this agreement creates a duty of care for the benefit of any third party. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

8. Effective Date; Termination; Survival of Obligations

This agreement is effective when fully executed by all parties and expires three years thereafter. RPBCWD retains the right to void this agreement if purchase of and integration into [PROJECT PARTNER]'s winter maintenance program is not complete by [date]. RPBCWD may grant a request to extend the completion period based on satisfactory explanation and documentation of the need for an extension. Upon issuance by RPBCWD of notice of RPBCWD's determination to void this agreement, [PROJECT

PARTNER] will not receive any further reimbursement for work subject to this agreement, unless RPBCWD extends the completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 3, 4, 5 and 6, will survive expiration.

9. Compliance With Laws

[PROJECT PARTNER] is responsible to secure all permits and comply with all other legal requirements applicable to the purchase and use of the Equipment.

10. Notices

Any written communication required under this agreement shall be addressed to the other party as follows:

To RPBCWD:

Administrator
Riley-Purgatory-Bluff Creek Watershed District
18681 Lake Drive East
Chanhassen, MN 55317

To [PROJECT PARTNER]:

11. Waiver

RPBCWD's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, RPBCWD waives no immunities in tort. This agreement creates no rights in and waives no immunities with respect to any third party or a party to this agreement.

12. Venue and Jurisdiction

The agreement will be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder will be Hennepin County, Minnesota.

Intending to be bound, the parties hereto execute and deliver this agreement.

[PROJECT PARTNER]

_____ Date _____

Name: _____

Its _____

Approved as to form and execution

RPBCWD legal counsel

RILEY-PURGATORY-BLUFF CREEK WATERSHED DISTRICT

By _____ Date _____

Administrator

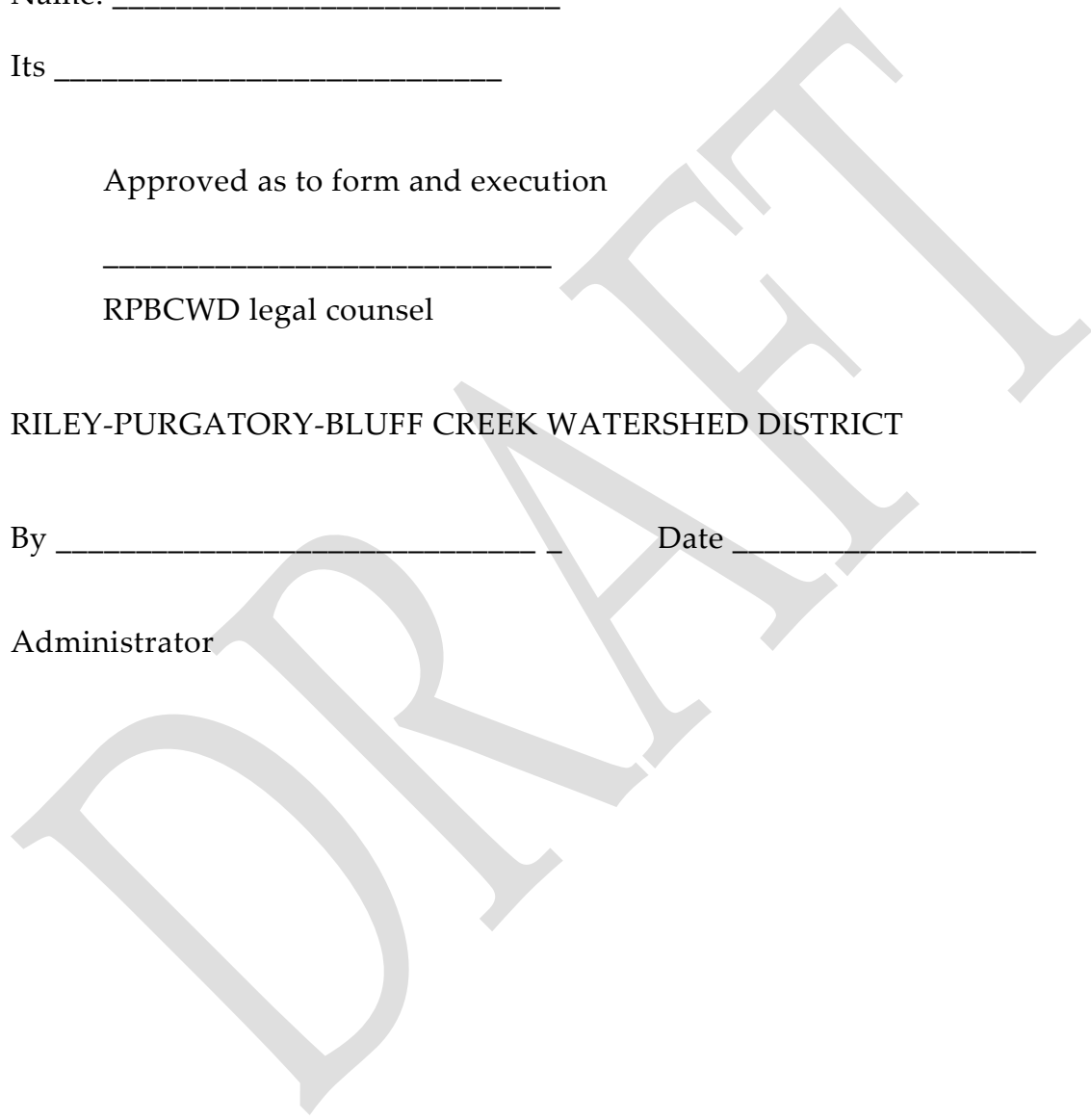


Exhibit A
[project documentation]

DRAFT



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 4. F. - Authorize execution of Grant Agreement between the Metropolitan Council and the Lower Minnesota River Watershed District for the Metropolitan Watershed Outlet Monitoring Program (WOMP1)

Prepared By

Linda Loomis, Administrator

Summary.

The Metropolitan Council collects information on Metro-area streams through its Watershed Outlet Monitoring Program (WOMP). The Met Council contracts with local watershed management organizations to collect and report data. Eagle Creek in the LMRWD is one of the streams monitored under this program and the Met Council contracts with the LMRWD to conduct this monitoring. Attached is a new two-year agreement between the Met Council and the LMRWD. The Board should approve the agreement and authorize execution.

Attachments

Grant Agreement between the Metropolitan Council and the Lower Minnesota River Watershed District for the Metropolitan Watershed Outlet Monitoring Program (WOMP1)

Recommended Action

Motion to approve Grant Agreement between the Metropolitan Council and the Lower Minnesota River Watershed District for the Metropolitan Watershed Outlet Monitoring Program (WOMP1) and authorize execution by President Hartmann

**GRANT AGREEMENT
BETWEEN THE METROPOLITAN COUNCIL
AND LOWER MINNESOTA RIVER WATERSHED DISTRICT
FOR THE METROPOLITAN AREA
WATERSHED OUTLET MONITORING PROGRAM (WOMP1)**

THIS AGREEMENT is made and entered into by and between the **METROPOLITAN COUNCIL** (the "Council") and the Lower Minnesota River Watershed District (the "Grantee"), each acting by and through its duly authorized officers.

WHEREAS:

1. The Metropolitan Council has been charged by the Minnesota Legislature (Minnesota Statutes, section 473.157, Water Resources Plan) with the development of target pollution loads for all Metropolitan Area watersheds.
2. A search of the available data yielded very little data adequate for use in the development of these loads.
3. The Metropolitan Council has authorized its staff to enter into grant agreements with various watershed management organizations for the collection of watershed outlet data.
4. The Grantee has expressed an interest in collecting water quality data at the watershed outlet.
5. The Grantee has exhibited the technical capability to conduct a watershed outlet monitoring program.
6. The Council has reviewed the Grantee's proposal and desires to assist it in the collection of data.

NOW, THEREFORE, the Council and the Grantee agree as follows:

I. GRANTEE PERFORMANCE OF GRANT PROJECT

1.01 Grant Project. The Grantee agrees to perform and complete in a satisfactory and proper manner the grant project as described in the Grantee's application for grant assistance, incorporated in this agreement by reference, and in accordance with the terms and conditions of this agreement. Specifically, the Grantee agrees to perform the specific activities described in Exhibit A ("WOMP Monitoring Work Plan") and to undertake the financial responsibilities described in Exhibit B ("WOMP Monitoring Budget and Financial Responsibilities" document), both of which are attached to and incorporated in this agreement. These activities and financial responsibilities are referred to in this agreement as the "Grant Project".

1.02 Use of Contractors. With the approval of the Council's Grant and Project Managers, the Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains primary responsibility to the Council for performance of the Grant Project and the

use of such contractors does not relieve the Grantee from any of its obligations under this agreement.

1.03 Material Representations. The Grantee agrees that all representations contained in its application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated in this agreement by reference.

II. AUTHORIZED USE OF GRANT FUNDS

2.01 Authorized Uses. Grant funds may be used only for costs directly associated with Grant Project activities, as described in paragraph 1.01, and which: i) occur during the Project Activity Period specified in paragraph 6.01, and ii) are eligible expenses as listed in the Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B). Grant funds may also be used to prepare the data and financial reports required by paragraphs 5.02 and 5.03 of this grant agreement. No other use of grant funds is permitted.

2.02 Unauthorized Uses of Grant Proceeds. Grant funds cannot be used to purchase land, buildings, or other interests in real property, or to pay legal fees, or permit, license, or other authorization fees, unless specifically approved in advance by the Council's Grant Manager.

2.03 Project Equipment and Supplies. With approval of the Council's Project Manager, grant funds may be used to purchase or lease equipment, machinery, supplies, or other personal property directly necessary to conduct the Grant Project. The Grantee will comply with the personal property management requirements described in article VIII of this agreement, with regard to any property purchased pursuant to this paragraph.

III. GRANT AMOUNT AND DISTRIBUTION

3.01 Maximum Grant Amount. The Council shall pay to the Grantee a Maximum Grant Amount of \$10,000. Provided, however, that in no event will the Council's obligation under this agreement exceed the lesser of:

- a. the Maximum Grant Amount of \$10,000; or,
- b. the actual amount expended by the grantee on eligible expenses as specified in paragraph 2.01.

The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee in performance of the Grant Project.

3.02 Distribution of Grant Funds. Grant funds will be distributed by the Council according to the following schedule:

- a. Within ten working days of Council execution of this agreement, the Council will distribute to the Grantee forty-five (45%) of the Maximum Grant Amount.
- b. Upon Council approval of Grantee's January 2023 financial report required by paragraph 5.03, the Council will distribute to the Grantee forty-five (45%) percent of the Maximum Grant Amount.

- c. Upon approval of Grantee's January 2024 financial report required by paragraph 5.03, the Council will distribute to Grantee the final payment of the remainder of the Maximum Grant Amount. However, no payment will be made which would cause the distribution of grant funds to exceed the limits in paragraph 3.01. Further, if the amount already paid to Grantee by the Council pursuant to this paragraph exceeds the cumulative amount actually expended by the Grantee on eligible expenses as specified in paragraph 2.01, the Council shall notify Grantee of the amount of over-payment. Grantee shall repay to the Council the amount of such overpayment within 30 calendar days of receipt of such notice from the Council.

No payment will be made under this paragraph if the Grantee is not current in its reporting requirements under article V at the time the payment is due. Distribution of any funds or approval of any report is not to be construed as a Council waiver of any Grantee noncompliance with this agreement.

3.03 Repayment of Unauthorized Use of Grant Proceeds. Upon a finding by Council staff that the Grantee has made an unauthorized or undocumented use of grant proceeds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council.

3.04 Reversion of Unexpended Funds. All funds granted by the Council under this agreement that have not been expended for authorized Grant Project activities as described in paragraph 2.01 shall revert to the Council.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Grant Project Costs. All costs charged to the Grant Project must be supported by proper documentation, including properly executed payroll and time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Grant Project Information. The Grantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to: i) Grantee's performance under this agreement, and ii) the receipt and expenditure of all grant funds under this agreement. The Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Grant Project information until the latest of:

- a. complete performance of this agreement; or
- b. six (6) years following the term of this agreement; or
- c. if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, the Grantee agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of such information in accordance with paragraph 4.03.

4.03 Audit. The accounts and records of the Grantee relating to the Grant Project shall be audited in the same manner as all other accounts and records of the Grantee are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, and the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for such access and inspection.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Monitoring Work Plan. The WOMP Monitoring Work Plan (Exhibit A) includes the specific geographic area and watershed outlet affected by the Grant Project, the tasks to be undertaken together with schedules and the organization responsible for the tasks' costs. The Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B) lists the Grantee expenses eligible for reimbursement by the Council, subject to the limitations of paragraph 2.01. The Grantee agrees to abide by the Monitoring Work Plan, including the Quality Control Provisions listed in the Monitoring Work Plan.

5.02 Grant Project Data Reports. The Grantee will submit Grant Project data reports to the Council in accordance with the requirements in the WOMP Monitoring Work Plan (Exhibit A).

5.03 Grant Project Financial Reports. In January 2023 and January 2024, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project in the preceding twelve calendar months which are eligible for reimbursement by the Council in accordance with paragraph 2.01.

5.04 Changed Conditions. The Grantee agrees to notify the Council immediately of any change in conditions, local law, or any other event that may affect the Grantee's ability to perform the Grant Project in accordance with the terms of this agreement.

VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Project Activity Period. The Grantee agrees to complete the Grant Project activities specified in paragraph 1.01 during the period from January 1, 2022 through December 31, 2023 (the "Project Activity Period").

6.02 Term. The term of this agreement shall extend from the effective date of this agreement to a date 60 calendar days following the end of the Project Activity Period, to permit closeout of this agreement.

6.03 Termination. Either the Council or the Grantee may terminate this grant agreement at any time, with or without cause, by providing the other party written notice of such termination at least thirty (30) days prior to the effective date of such termination. Upon such termination Grantee shall be entitled to compensation for Grant Project activities in accordance with this grant agreement which were satisfactorily performed and incurred prior to the effective date of the termination. Any remaining grant funds which have been distributed to Grantee will be returned to the Council no later than the effective date of such termination. Upon such effective date of termination, a) all data collected by Grantee prior to the effective date of termination shall be turned over to the Council by Grantee; and b) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by Grantee.

6.04 Termination by Council for Noncompliance. If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council may terminate the agreement at any time following seven calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this agreement and require the Grantee to

repay the grant funds in full or in a portion determined by the Council. Nothing in this paragraph shall be construed so as to limit the Council's legal remedies to recover grant funds.

6.05 Effect of Grant Project Closeout or Termination. The Grantee agrees that Grant Project closeout or termination of this agreement does not invalidate continuing obligations imposed on the Grantee by this agreement. Grant Project closeout or termination of this agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

VII. COUNCIL'S GRANT MANAGER AND PROJECT MANAGER

Financial aspects of this grant agreement will be handled by the Council's Grant Manager. The Council's Grant Manager for this grant agreement is Joe Mulcahy, or such other person as may hereafter be designated in writing by the Council.

Technical aspects of the Grant Project, including supervision of the Grantee under the Monitoring Work Plan, will be handled by the Council's Project Manager. The Council's Project Manager for this grant agreement is Casandra Champion, or such other person as may hereafter be designated in writing by the Council.

However, nothing in this agreement will be deemed to authorize such Grant Manager or Project Manager to execute amendments to this Grant Agreement on behalf of the Council.

VIII. GRANT PROPERTY AND DATA

8.01 Title. Title to all personal property at the monitoring station site as described in Exhibit A and all property acquired with grant funds will remain with the Council. The Council authorizes the Grantee to utilize the personal property at the site in carrying out the Grant Project activities during the Project Activity Period.

8.02 Maintenance. The Grantee agrees to maintain any such personal property in good operating order. If, during the Project Activity Period, any personal property is no longer available for use in performing the Grant Project, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify the Council's Project Manager.

8.03 Utility Services. The Council shall make arrangements with local utilities to provide both telephone and electrical hookups as needed at the monitoring station specified in Exhibit A. All utility accounts serving the monitoring station shall be in the name of the Council. All telephone and electric utility costs for the monitoring station shall be paid by the Council.

8.04 Grant Project Closeout or Termination. No later than a) the effective date of termination as provided in Sections 6.03 and 6.04 of this Grant Agreement or b) no later than sixty (60) calendar days following the end of the Project Activity Period ("Project Closeout Date"), whichever is applicable:

- i) all data defined in Section 9.04 of this Agreement collected by Grantee prior to the Project Closeout Date or the effective date of termination shall be turned over to the Council by Grantee; and
- ii) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by the Grantee.

Provided, however, that if the Grant Agreement has not been terminated by either party and Grantee continues to participate in the Watershed Outlet Monitoring Program (WOMP1)

through a subsequent Grant Agreement with the Council, Grantee shall not be required to comply with Section 8.04 subparagraph (ii) until such time as Grantee's participation in the WOMP1 program ceases.

IX. GENERAL CONDITIONS

9.01 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by duly authorized officers of the parties to this agreement.

9.02 Assignment Prohibited. Except as provided in paragraph 1.02, the Grantee shall not assign, contract out, sublet, subgrant, or transfer any Grant Project activities without receiving the express written consent of the Council. The Council may condition such consent on compliance by the Grantee with terms and conditions specified by the Council.

9.03 Indemnification. The Grantee assumes liability for and agrees to defend, indemnify and hold harmless the Council, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands, including without limitation attorney's fees, arising out of, resulting from, or relating to the performance of the Grant Project by Grantee or Grantee's employees, agents, or subcontractors.

9.04 Grant Project Data. The Grantee agrees that the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant may not be copyrighted or patented by Grantee. The Grantee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this agreement.

9.05 Nondiscrimination. The Grantee agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee agrees not to discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

9.06 Promotional Material: Acknowledgment. The Grantee agrees to submit to the Council a copy of any promotional information regarding the Grant Project disseminated by the Grantee. The Grantee shall appropriately acknowledge the grant assistance made by the Council in any promotional materials, reports, and publications relating to the Grant Project.

9.07 Compliance with Law; Obtaining Permits, Licenses and Authorizations. The Grantee agrees to conduct the Grant Project in compliance with all applicable provisions of federal, state, and local laws, ordinances or regulations. The Grantee is responsible for obtaining all federal, state, and local permits, licenses, and authorizations necessary for performing the Grant Project.

9.08 Workers Compensation; Tax Withholding. The Grantee represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

9.09 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this agreement, or breach of this agreement, shall be in the state or federal court with competent

jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

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

GRANTEE _____

Date _____

By _____

Name _____

Title _____

METROPOLITAN COUNCIL

Date _____

By _____

Sam Paske
Assistant General Manager,
Environmental Quality Assurance Department

EXHIBIT A

WOMP MONITORING WORK PLAN

The Grantee, **Lower Minnesota River Watershed District**, will operate and maintain the water quality monitoring site at **Eagle Creek 8451 West 126th St Savage, MN**. The Grantee, or designated agent, will conduct monitoring work from January 1, 2022 through December 31, 2023. The Grantor, Metropolitan Council Environmental Services (MCES) will provide training, supplies and technical support to the Grantee and/or its designated agent through the WOMP Coordinator, Casandra Champion.

CONTACT INFORMATION

Casandra Champion, WOMP Coordinator
651-602-8745 (office)
Casandra.champion@metc.state.mn.us

Daniel Henely, Assistant Manager Water Resources
651-602-8085 (office)
Daniel.henely@metc.state.mn.us

MCES Lab Services Logging Bench
651-692-8293
Sara.voth@metc.state.mn.us

WORKPLAN

Site Visits

At each site visit, the Grantee will record stage, stream control conditions and obtain instantaneous temperature, conductivity, pH, dissolved oxygen, and turbidity measurements. The Grantee will record measurements and observations on an MCES Sample Submission Sheet and Field Notes form and submit the form to the WOMP Coordinator.

Rating Curve Measurements

The WOMP Coordinator will coordinate with the Grantee to ensure that flow measurements are being made approximately every six weeks, with additional targeted high-flow measurements as conditions allow. Flow measurement data collected by the Grantee will be submitted to the WOMP Coordinator. This submission should include the electronic file and a completed MCES Sample Submission Sheet and Field Notes form.

Water Quality Samples

The Grantee will routinely sample stream water quality by submitting bi-weekly grab samples, 26 samples per year. If ice conditions preclude taking a sample, the Grantee will attempt to collect the next sample after four weeks. The Grantee will measure and record temperature, conductivity, pH, dissolved oxygen and turbidity.

The first sample collected in March, June, September and December will include additional quarterly analyses as determined by the WOMP Coordinator.

If the site has an autosampler, the Grantee will collect discrete auto-grabs or flow-weighted composite samples to characterize storm events. If sufficient water volume is available, an aliquot should be poured into a separate container for temperature, conductivity, pH, dissolved oxygen and turbidity measurements.

Datalogger programming and sample collection timing will be coordinated by the WOMP Coordinator.

If the site does not have an autosampler, event grabs will be collected to characterize storm event. Event grab timing will be coordinated by the WOMP Coordinator and MPCA WPLMN staff. The WOMP Cooperator will use a Secchi Tube to measure transparency with every event grab.

E. coli Samples

The Grantee will collect an E. coli grab sample with every water quality grab or autosampler sample. E. coli samples must be delivered within 24 hours of collection; every effort should be made to deliver the sample within 4-5 hours.

Quality Assurance/Quality Control Samples

The Grantee will collect three QA/QC samples per year; one equipment blank, one routine grab field duplicate and one quarterly grab field duplicate.

Forms and Labels

The Grantee will complete an MCES Sample Submission Sheet and Field Notes form for every grab, autosampler, or QA/QC sample. The Grantee will clearly label all sample bottles and Whirl-Pacs with project number, location, date and time.

Sample Submission

The Grantee will submit all water quality samples to MCES Laboratory Services at the Metropolitan Wastewater Treatment Plant, 2400 Childs Road, St. Paul, Minnesota. The Grantee will notify Logging Bench staff before sample delivery. Deliveries should be prior to 2:00 PM, coordinate with Logging Bench staff if delivery will be late.

The Grantee will submit one copy of the MCES Sample Submission Sheet and Field Notes form to MCES Lab Services, one copy to the WOMP Coordinator, and keep one copy for Grantee records.

Site Maintenance

The Grantee will maintain the basic integrity of the site and notify the WOMP Coordinator of any unusual maintenance needs.

WOMP Cooperator Forum

The Grantee, or assigned representative, will attend the annual WOMP Cooperator Forum hosted by the WOMP Coordinator at Metro Plant each spring.

Cost Accounting

The Grantee will provide MCES with an annual invoice of costs incurred for WOMP monitoring including labor, mileage, and equipment expenses.

EXHIBIT B

WOMP MONITORING BUDGET AND FINANCIAL RESPONSIBILITIES

Grantee Financial Responsibilities

The Grantee, **Lower Minnesota River Watershed District** shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Eagle Creek 8451 West 126th St Savage, MN** during the Project Activity Period (January 1, 2022 through December 31, 2023).

On an annual basis (January 1, 2022 through December 31, 2023), the Grantee shall:

- Assume all Grantee labor costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (Exhibit A);
- Assume all Grantee vehicle and mileage costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all miscellaneous materials, supplies, and sample delivery costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan.

The Council will assist in the payment of such costs as provided for in this grant agreement.

Metropolitan Council Financial Responsibilities

Subject to the availability of funds, the Metropolitan Council shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Eagle Creek 8451 West 126th St Savage, MN** during the Project Activity Period (January 1, 2022 through December 31, 2023).

On an annual basis (January 1, 2022 through December 31, 2023), the Council shall:

- Assume all MCES Laboratory costs associated with analysis of the water samples submitted by the Grantee, in conformance with the WOMP Monitoring Work Plan (estimated cost: \$2,850);
- Assume all telephone service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$625);
- Assume all electrical service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$325);
- Assume all costs for the repair and/or replacement of all monitoring equipment necessary for operating the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$850);
- Assume all materials and supplies costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$1,100), beyond the cost contributed by the Grantee (\$250);
- Assume all MCES trades labor costs associated with maintaining the stream monitoring station in proper working order (estimated cost: \$625);

Assume all labor costs for the Council's Project Manager (WOMP Coordinator), who will provide technical support, guidance, and assistance for operating and maintaining the stream monitoring station and managing and assessing the data and information generated by the monitoring work.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 4. G. – Authorize Payment to Inter-Fluve for work on Area #3

Prepared By

Linda Loomis, Administrator

Summary.

The LMRWD received an invoice from Inter-Fluve for work done in March 2022 on the Area #3 project. The invoice has been reviewed by Young Environmental and payment is recommended

Attachments

Inter-Fluve invoice 21-04-21-03 dated April 15, 2022

Recommended Action

Motion to authorize payment



Inter-Fluve, Inc.
 501 Portway Ave., Ste. 101
 Hood River, OR 97031
 Office: (541) 386-9003

Lower Minnesota River Watershed District
 112 E 5th St
 #102
 Chaska, MN 55318

Invoice number 21-04-21-03
 Date 04/15/2022

Project **21-04-21 Area 3 Bluff Concept Design and Rendering**

Billing Period Through 03/31/2022

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed	Remaining
Task 1: Project Management and Meetings	6,092.00	3,763.00	4,266.00	503.00	1,826.00
Task 2: Conceptual Design	23,409.00	2,816.25	2,816.25	0.00	20,592.75
Total	29,501.00	6,579.25	7,082.25	503.00	22,418.75

Task 1: Project Management and Meetings

Professional Fees:

	Hours	Rate	Billed Amount
Senior Staff	2.50	185.00	462.50
Administration/Clerical	0.50	81.00	40.50
Phase subtotal			503.00
Invoice total			503.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
21-04-21-03	04/15/2022	503.00	503.00				
	Total	503.00	503.00	0.00	0.00	0.00	0.00



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 5. A. – Presentation by Scott County Soil & Water Conservation District of 2022 Monitoring Program

Prepared By

Linda Loomis, Administrator

Summary.

Jon Utecht, Water Resource Specialist, with the Scott Soil & Water Conservation District, will be present at the Board meeting to share the results of the 2022 monitoring of water resources within Scott County with the Board of Managers.

In addition, an agreement between the LMRWD and the Scott Soil and Water Conservation District for Monitoring, Technical, Education and other conservation services is attached. Agreements for monitoring services has historically been a one-year agreement. This is a one-year agreement. Charges to the LMRWD are based on time and materials, with a not to exceed amount. Fees are the same as the 2021 agreement.

Attachments

Grant Agreement Between the LMRWD and the Scott Soil and Water Conservation District for Monitoring, Technical, Education and other conservation services

Recommended Action

Motion to approve Grant Agreement Between the LMRWD and the Scott Soil and Water Conservation District for Monitoring, Technical, Education and other conservation services and authorize execution by President Hartmann

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

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

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

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

1. TERM

This Contract shall be in effect as of January 1, 2022, notwithstanding the dates of the signatures of the parties, and shall continue through December 31, 2022, unless earlier terminated by law or according to the provisions herein.

2. CONTRACTOR'S OBLIGATIONS

The LMRWD hereby contracts with the SSWCD to provide services related to monitoring (water quality, thermal and well), technical assistance and cost share, education, and other engineering, technical and administrative services, as set forth in Attachment 1 - 2022 Statement of Work.

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

3. PAYMENT

3.1 Invoicing. The SSWCD will invoice the LMWRD on a time and materials basis. The maximum amount for which the SSWCD may invoice the LMRWD under this Agreement shall be \$33,050, unless otherwise authorized in advance by the LMRWD Administrator. As set forth in Attachment 1, monitoring services shall not exceed \$22,000; landowner technical assistance and cost share shall not exceed \$6,200, education services shall not exceed \$4,100; and other technical and administrative services shall not exceed \$750. The SSWCD shall not invoice the LMRWD for any additional or other time or materials without prior authorization by the LMRWD Administrator.

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

Administrative Assistant	\$57
Resource Conservation Technician	\$62
Water Resource Specialist, Ag Program Specialist, Outreach and Education Specialist	\$67
Resource Conservationist I, Natural Resource Specialist	\$72
Resource Conservationist II, Finance and Accounting Specialist	\$77
District Director	\$85
SWCD monitoring equipment surcharge	
Water quality sampling – YSI sonde or equivalent, incl. supplies	\$10
Flow measurement – Flowtracker or equivalent	\$5

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

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

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

4. COMPLIANCE WITH LAWS/STANDARDS

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

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

5. INDEPENDENT CONTRACTOR STATUS

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

6. SUBCONTRACTING

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

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

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

7. INDEMNIFICATION

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

execution, performance, or failure to adequately perform its obligations pursuant to this Contract. Minn. Stat. Ch. 466 and other applicable laws shall govern the liability of the LMRWD.

8. INSURANCE

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

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

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

9. FORCE MAJEURE

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

10. OWNERSHIP, COPYRIGHTS AND FUTURE USE OF WORK PRODUCT

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

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

11. TERMINATION

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

12. CONTRACT RIGHTS/REMEDIES

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

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

13. AUTHORIZED REPRESENTATIVES

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

To the SSWCD:

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

To the LMRWD:

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

14. LIAISON

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

SSWCD Liaison:

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

LMRWD Liaison:

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

15. MODIFICATIONS

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

16. SEVERABILITY

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

17. MERGER

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

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

- Attachment 1 – 2022 STATEMENT OF WORK

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

FOR LOWER MINNESOTA RIVER WATESHED DISTRICT

By: _____
Jesse Hartmann, Board President

Date: _____

FOR SCOTT SOIL AND WATER CONSERVATION DISTRICT

By: _____
Rob Casey, Board Chair

Date: _____

ATTACHMENT 1: 2022 STATEMENT OF WORK

This Statement of Work (SOW) is made pursuant to and governed by the approved 2022 Contract for Services between Lower Minnesota Watershed District (“LMRWD”) and Scott Soil & Water Conservation District (SSWCD), and defines the specific monitoring, education, technical assistance, and other related services the SWCD will provide to the LMRWD in connection with said Contract for Services.

Task I. Monitoring (\$22,000)

Scope of Work

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

A. Eagle Creek Water Quality Monitoring (\$7,400)

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

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

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

C. Water Quality and Flow – Dean Lake (\$7,100)

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

D. Well Monitoring (\$2,300)

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

E. Reporting (\$2,300)

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

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

Scope of Work

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

accordance with the SSWCD's cost share program policy docket, subject to available funding.

A. Technical Assistance (\$4,000)

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

B. Cost Share (\$2,200)

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

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

Scope of Work

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

A. Raingarden Workshop

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

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

B. SCWEP Activities

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

C. Other Education Activities

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

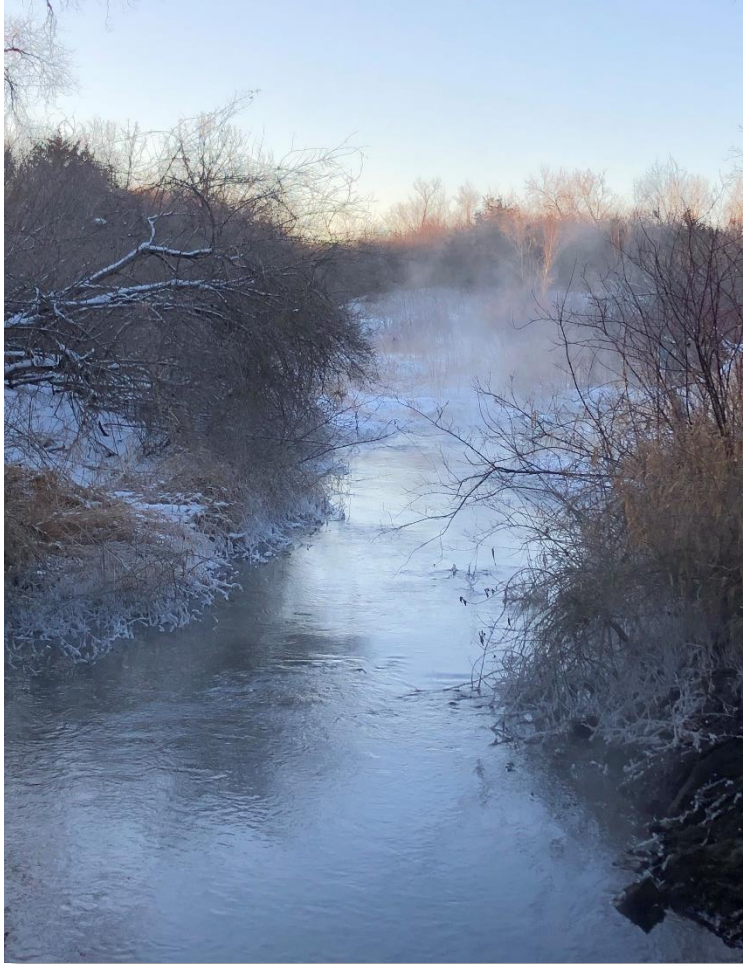
Task IV. Other Services (\$750)

Scope of Work

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

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

ANNUAL MONITORING REPORT 2021



Eagle Creek Winter Freeze

Prepared for:
Lower Minnesota River Watershed District
By: SCOTT SWCD
Jordan, MN



LOWER MINNESOTA RIVER
WATERSHED DISTRICT



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Introduction

This report focuses on the summary and comparison of water resources data collected by Scott Soil and Water Conservation District (SWCD) from 2021 and previous monitoring seasons. Like previous years, the monitoring work plan for 2021 included three water temperature logging locations in Eagle Creek and two around the watershed connected to Eagle Creek. One continuous water monitoring station in Eagle Creek (operated in conjunction with Metropolitan Council Environmental Services (MCES) Watershed Outlet Monitoring Program (WOMP)). Ground water monitoring at 17 observation wells located in the Savage Fen and surrounding area. Along with one water monitoring station on the inlet to Dean Lake (DLI). The locations of the 2021 monitoring activities are seen in Figure 1.

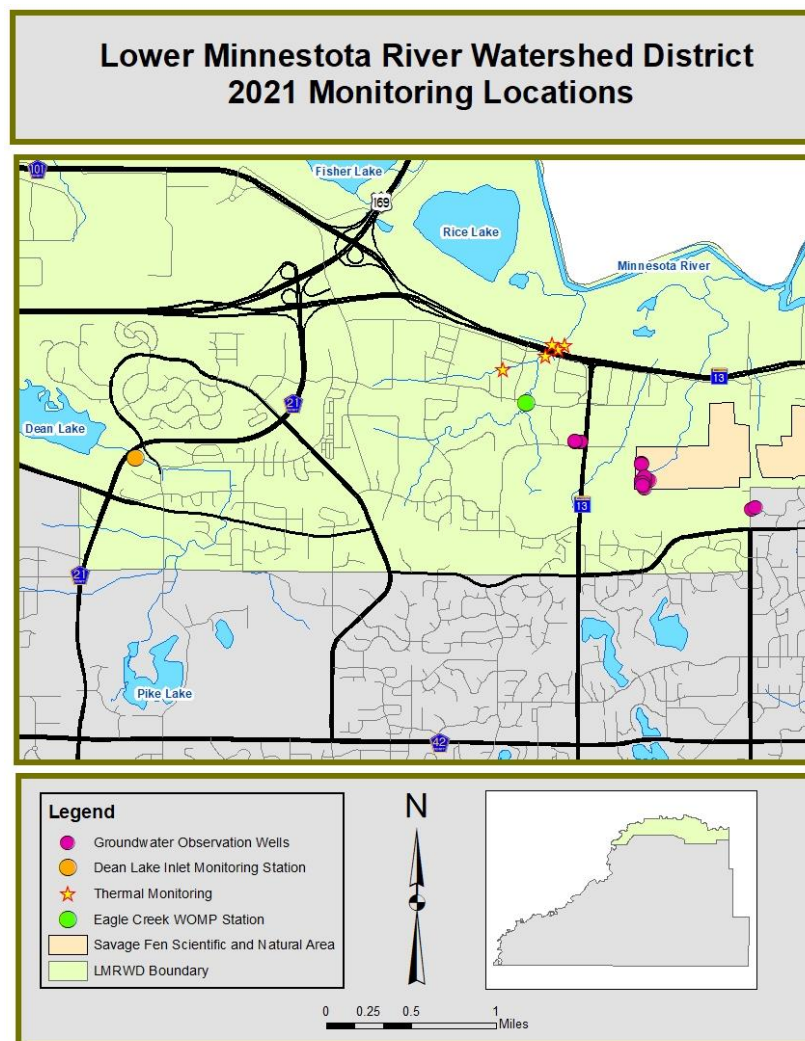


Figure 1. Monitoring locations around the Scott County portion of the Lower Minnesota River Watershed District for the 2021 monitoring season.

I. Thermal Monitoring

This study was initiated by the Lower Minnesota River Watershed District (LMRWD) to evaluate the impact storm water runoff from Highway 101 has on temperatures in Eagle Creek, a Minnesota Department of Natural Resources (MNDNR) designated trout stream. Brown Trout are very sensitive to temperature as it impacts growth rate, habitat, and food resources. The optimal temperature range for adult brown trout is approximately 12.4 – 17.6° Celsius (Bell, 2006).

Methods

Temperature loggers were placed upstream and downstream of Highway 101 in June of 2006 and have been recording stream temperature since that time. In October 2012, a midstream logger was placed just upstream of a pond tributary to monitor its impact on stream temperatures. Three additional loggers (Hwy 101 logger, Schroeder's Park logger and the Creek Way logger) have been placed on the outlets of the ponds adjacent to Eagle Creek in late July of 2018. In 2021 the Creek Way logger was removed because the logger rarely saw any signs of water inundation and was only recording ambient temperatures. The goal of the additional pond loggers is monitor water temperatures leaving the ponds and help identify potential warm thermal sources contributing to the creek. In late June 2021 the METC staff added new equipment to the WOMP station which added continuous temperature sensing at the station. All five loggers and the WOMP temperature recording equipment record continuous temperature data in 15-minute intervals. Scott SWCD contracted with the LMRWD to collect and report the instream temperature data. Rainfall data used for this report is taken from the KMNSAVAG31 wunderground station located approximately three miles East Southeast of the Eagle Creek WOMP monitoring station (<https://www.wunderground.com/dashboard/pws/KMNSAVAG31>).



Figure 2. Location of temperature loggers and WOMP station. The loggers added in 2018 are represented by the orange triangles. Thermal water data at the WOMP station is collected with METC monitoring equipment.

Results

A logger reset created gap in data was observed in the upstream and pond loggers from April 15th to May 22nd. The downstream logger had failed and was replaced with the Creek Way logger creating a larger gap in data from April 15th to June 23rd. Even with these gaps the creek temperatures trended with atmospheric temperatures under most conditions. The downstream logger shows a deviation from the midstream and upstream loggers during both the winter and summer. A combination of atmospheric temperatures and the inflow of cold and warm water from the inlet near the Hwy 101 logger would influence the deviation.

Similar to other years, the general trend of the upstream logger continues to be the warmest during the winter and coolest in the summer of the three Eagle Creek loggers. The downstream logger shows an opposite trend as it is the warmest in the summer and coolest in the winter (Figure 4). During warm summer days, all three loggers recorded water temperatures that occasionally exceeded the optimal range for trout but for only a few hours at a time (Figure 5). The maximum daily temperatures exceeded the optimal range 8 time in the downstream logger, 11 times in the midstream logger, and 10 times in the upstream. Maximum daily temperatures never exceeded the optimal range at the Eagle Creek WOMP site. A noticeable separation in water temperatures is noticed after rain events. It appears that the downstream loggers tend to peak higher and for an extended period of time when compared with the upstream logger. This is likely due to surface runoff from the stormwater inlets under Hwy 101 and increased side channel flow from the inlet at the Hwy 101 logger location.

Since the start of the Eagle Creek water temperature monitoring project consistent trends of daily maximum creek temperatures can be observed (Figure 3). The amount of days that the maximum temperature exceeds 17.6°C is always highest at the downstream logger. The midstream and downstream loggers appear to have the most significant relationship with annual precipitation totals while the upstream logger looks to have an inverse relationship with precipitation. All the loggers track well with ambient air temperatures, especially the upstream logger.

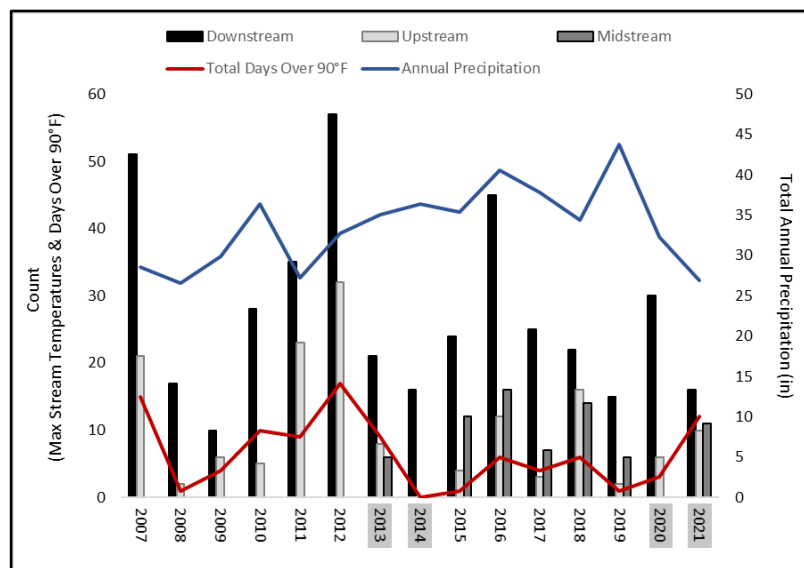


Figure 3. Total number of days maximum water temperature exceeded 17.6°C and air temperatures exceeded 90°F. Annual precipitation is the total received at the NOAA Chanhassen WSFO station. Shaded years have some missing or incomplete data associated with one or more of the thermal loggers.

The additional three loggers at the Creek Way pond outlet, Shroeder’s park outlet and the Hwy 101 pond inlet are not a part of the spring fed Eagle Creek main channel. They are more reactive to atmospheric temperature fluctuations (Figure 6). The Creek Way pond logger tracks very close to average air temperatures until it was removed in early June. Shroeder’s park and Hwy 101 loggers showed a several degree separation with one another in the winter and summer months. Examining at how these ponds influence the main channel of Eagle Creek, it is likely that the Hwy 101 pond inlet has some influence to rising temperatures at the downstream logger as the largest separation in temperatures between the

upstream and downstream logger is observed after the Hwy 101 logger temperatures surpass the main channel temperatures (Figure 7). A slight increase in creek temperatures is seen between the WOMP station and the upstream logger during the summer months especially when the Schroeder’s park logger values are the highest (Figure 8). Fluctuations in all loggers are also observed with the atmospheric temperatures and rain events.

Discussion

Similar to previous years, all of the loggers responded to atmospheric and tributary influences as seen in the past. Minimal flooding in the spring did not appear to have any significant impacts to stream temperatures. Minnesota experienced a significant drought throughout the 2021 summer. The precipitation events create instantaneous spikes in temperature, while a lack of precipitation creates longer more sustained warmer water temperatures that are likely due to increased air temperatures. All three loggers within Eagle Creek showed spikes in maximum daily temperatures outside the optimal range for the Brown Trout. The total numbers of days above 90°F throughout 2021 was three times as what was experienced in 2020. The combination of a hot summer and lack of precipitation caused less variations in the temperatures between the loggers.

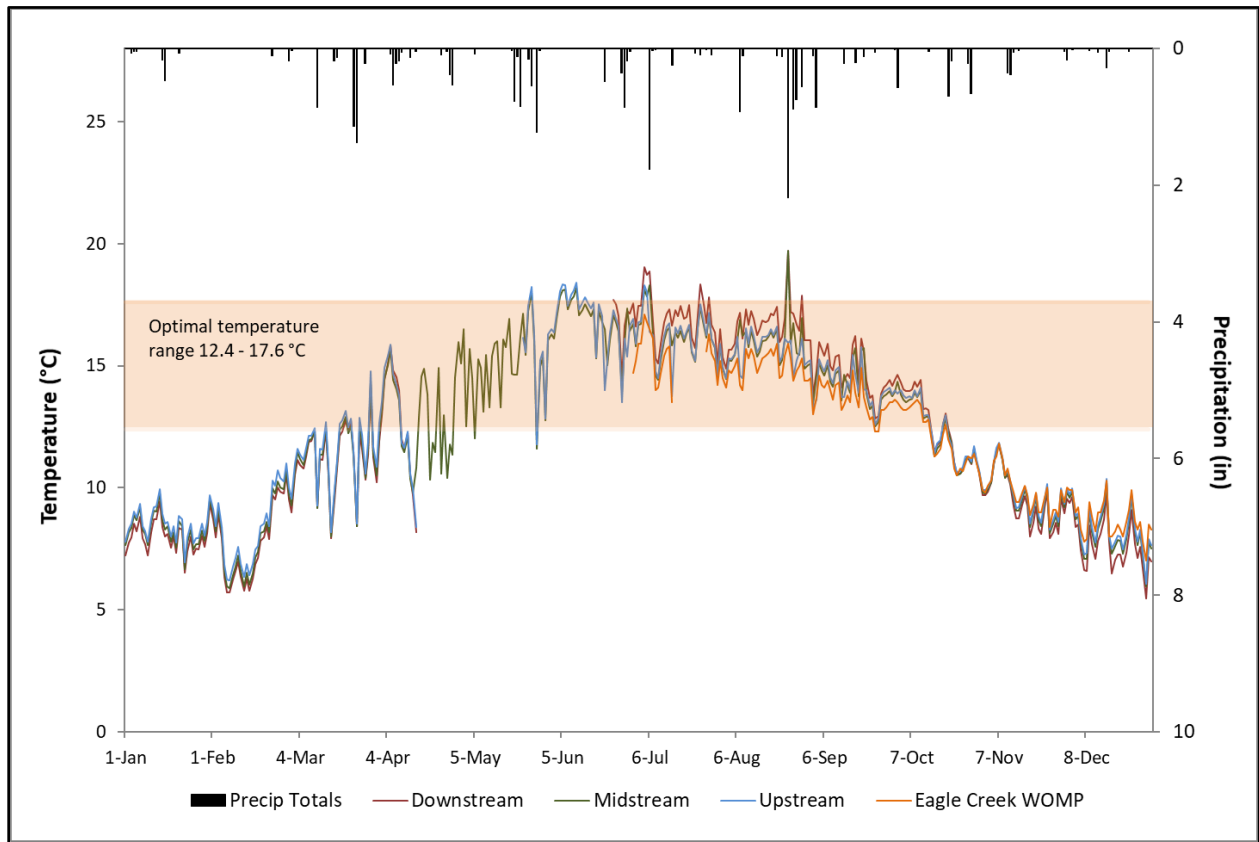


Figure 4. 2021 Maximum daily water temperatures in Eagle Creek.

The pond loggers tracked well with average air temperatures. The Creek Way logger was removed at the beginning of the summer as there was no evidence that it tracked any significant water temperatures since it’s deployment in 2018. The Hwy 101 pond logger tracked diurnally with the downstream and midstream loggers. It remained cooler than the main channel in the winter and warmer in the summers. It likely has some influence on the downstream logger temperatures as a noticeable separation is observed between the midstream and downstream loggers after the Hwy 101 logger temperatures surpass the main channel temperatures. The

Schroeders Park logger generally recorded slightly higher temperatures than the Hwy 101 logger. The pond in the park is highly eutrophic and has the ability to absorb more radiational heat from the sun increasing the temperatures at the outlet. Schroeders Park funnels through a few wetlands before entering Eagle Creek just upstream of the upstream logger location.

An investigation was conducted on August 19, 2009 during a 2-inch rain event at numerous temperature monitoring locations on Eagle Creek. Temperatures were recorded upstream and downstream of the pond tributary and in the tributary itself. The temperature of Eagle Creek rose almost 2°C directly after the tributary discharged into Eagle Creek. The tributary was almost 5°C higher than Eagle Creek. According to that study, temperature spikes in Eagle Creek appear to be from large volumes of solar heated pondwater and warm surface runoff discharging from the pond. The temperature of the pond may not actually increase during storm events, but rather the volume of water discharging into Eagle Creek is perhaps the stronger influence on temperature rise. This greatly exceeds the small increase in temperature that typically occurs during dry periods that could be attributed to atmospheric warming of the stream. The thermal loggers at the outlets of the ponds provide a longer record of the actual influence of temperature increases from the ponds. Even though the temperature exceeds the optimal range for trout by only a few degrees and for only a short period, these rapid temperature increases could be stressful to fish. The state water quality standard for Class 2A waters maintain there shall be “no material increase” in temperature.

Being a groundwater fed stream, the stream temperatures often track with ambient temperatures but the groundwater keeps the stream warmer in cold months and cooler in warm months. Other factors that show influence to fluctuating Eagle Creek temperatures are Spring flooding, and precipitation events. Flooding usually occurs as early as March and can last up to June. This can artificially increase or suppress temperature fluctuations during these periods. Additionally, precipitation events are seen to have impacts to the logger temperatures, especially in the midstream and downstream loggers. These loggers have the greatest potential for influence from highway runoff and pond overflow discharge.

Continually monitoring of Eagle Creek and the adjacent ponds will allow the tracking of temperature shifts. It also allows for historical background for past and future restoration projects, similar to the MNDNR habitat improvement project in 2013. An unexpected geomorphic shift occurred in the streambed during 2020 which created sediment build up and deep pools between the Hwy 101 culvert and the downstream logger. The creek is very sandy and unstable in this section and it is no surprise that the stream channel could change in this manner. The rate of this change was a surprise, especially with no significant hydrogeologic influences observed throughout the year.

The METC's addition of the continuous water temperature data at the Eagle Creek WOMP location will provide valuable insight as to the potential impact of the Schroeders Park pond discharge. Prior to the WOMP data there was no continuous data upstream of the confluence where the park water would enter the creek. Now there is a baseline temperature record to compare against the rest of the loggers downstream of the WOMP station.

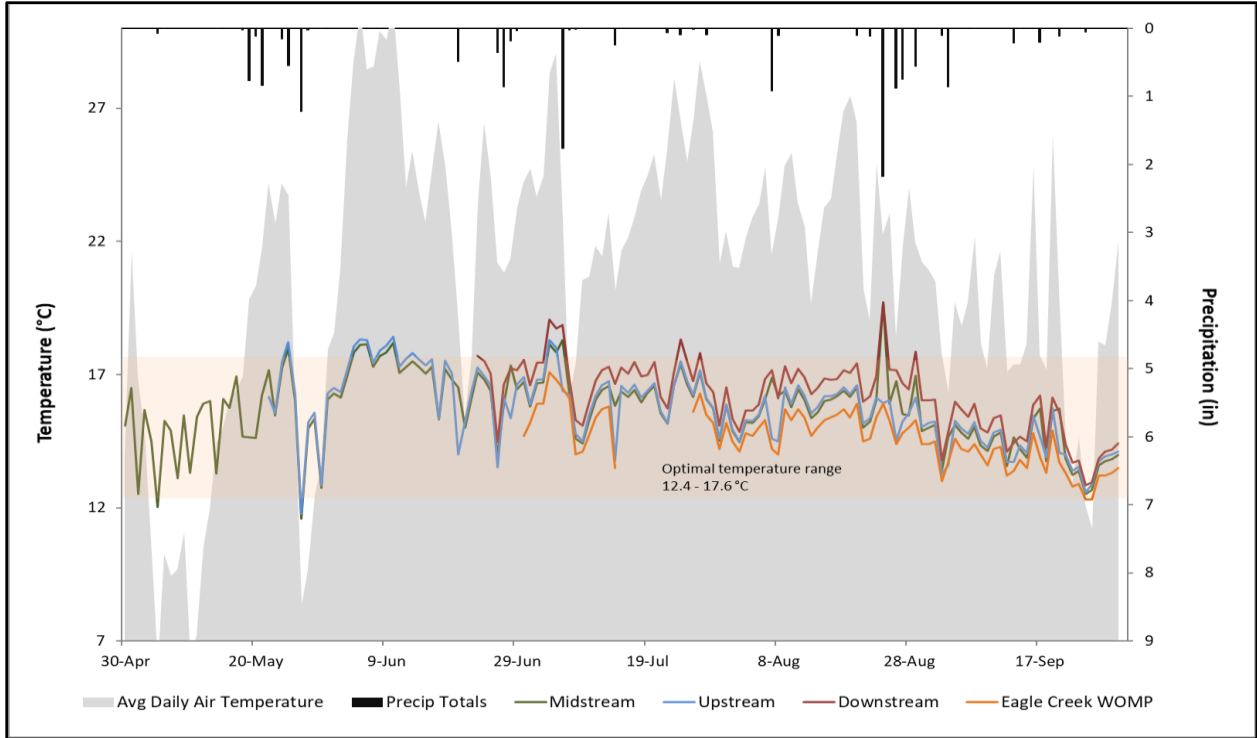


Figure 5. Maximum daily temperatures for the 2021 summer.

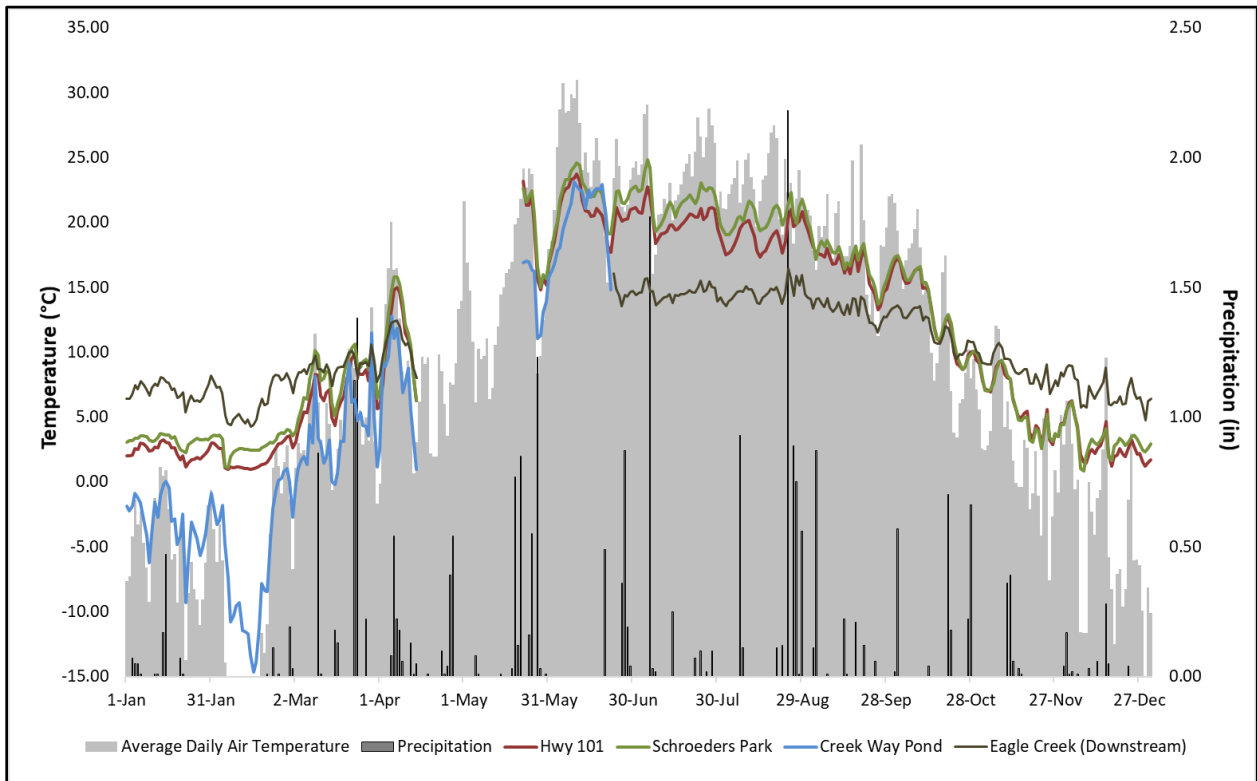


Figure 6. Pond outlet loggers 2021 average daily water temperatures. The Eagle Creek downstream logger is shown for reference.

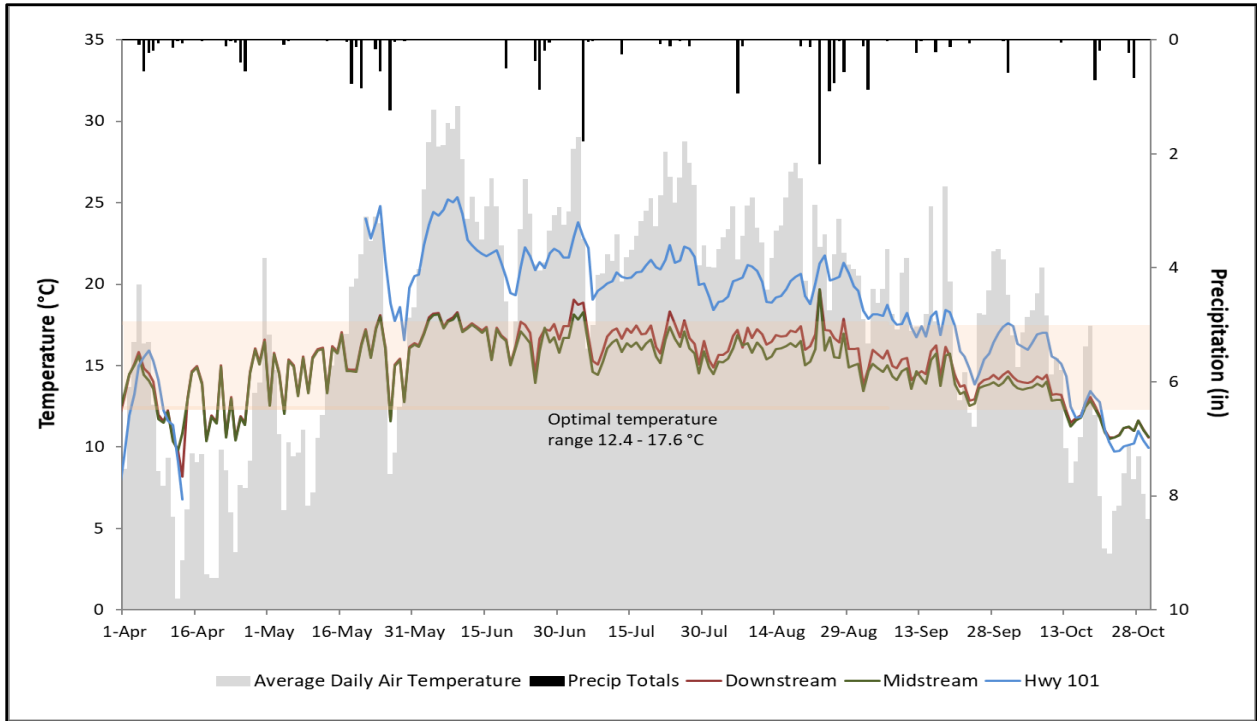


Figure 7. Comparison of 2021 water temperatures at the Hwy 101 pond and Eagle Creek upstream and downstream of pond confluence.

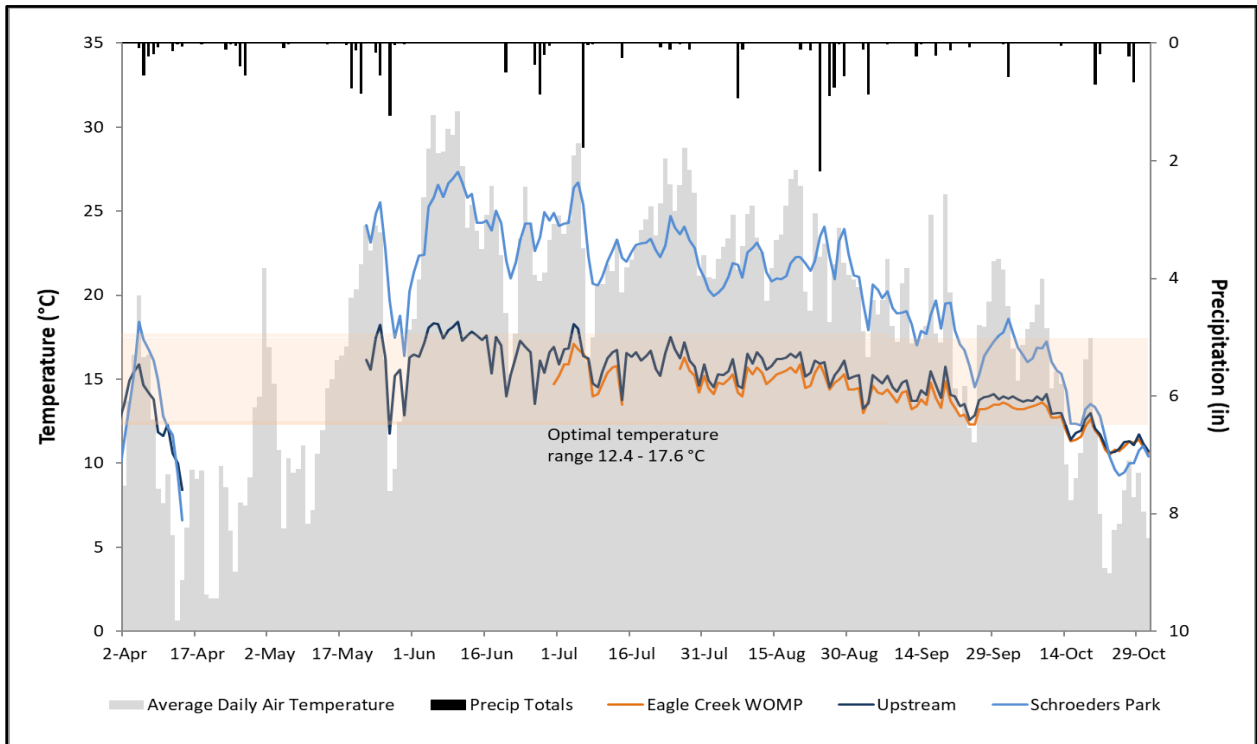


Figure 8. Comparison of 2021 water temperatures from the Schroeder's Park water temperature logger and the Eagle Creek WOMP and upstream water temperature data.

II. Eagle Creek Monitoring

Eagle Creek is a Class 2A self-reproducing trout stream, a unique water resource in the metropolitan area. The Creek originates at the Boiling Springs (an area considered sacred by the Mdewakanton Sioux Community) and outlets into the Minnesota River. Significant measures have been taken over the past couple of decades to prevent degradation of Eagle Creek, including diverting storm water from the stream, the establishment of a 200-foot natural vegetative buffer along each side of the bank, and most recently in 2013, a habitat improvement project along the west branch of Eagle Creek. These and other steps have helped to significantly minimize impacts from this rapidly growing suburban area.

Watershed Outlet Monitoring Program (WOMP)

The Eagle Creek monitoring station began in 1999 as part of the Metropolitan Council’s Watershed Outlet Monitoring Program (WOMP). This program was designed and is currently managed by the Metropolitan Council, for the primary purpose of improving the ability to calculate pollutant loads to the Minnesota River. The Lower Minnesota River Watershed District (LMRWD) is the local funding partner for this station, and contracts with the Scott Soil and Water Conservation District (SWCD) to perform field-monitoring activities. The monitoring station is located in the City of Savage near Highway 13 and Highway 101, approximately 0.8 miles upstream of the confluence with the Minnesota River.

The following water quality and flow data is preliminary and is subject to change until the Metropolitan Council submits the final report for this period.

Table 1: Precipitation near Eagle Creek WOMP Station.

Month	2021 Precipitation Jordan* (inches)	2021 Precipitation Savage** (inches)	30 Year Record ***		
			Average	Minimum	Maximum
January	1.03	0.92	0.87	0.08	4.00
February	0.54	0.32	0.86	T	2.18
March	2.71	3.95	1.72	0.34	4.26
April	3.23	2.36	2.95	0.42	7.51
May	2.94	3.85	4.48	1.08	11.08
June	1.14	1.95	5.10	1.14	12.30
July	1.74	2.36	3.97	0.87	8.48
August	6.16	5.66	5.14	1.11	10.86
September	1.51	1.61	2.83	0.21	6.88
October	1.89	2.39	2.66	0.52	5.83
November	0.85	0.89	1.56	T	4.99
December	1.93	0.67	1.26	T	3.40
Total	25.67	26.93	34.24	23.47 (2000)	41.99 (2019)

* Precipitation data obtained from the NOAA Jordan 1SSW site.

** Precipitation data obtained from underground station KMNSAVAG31

*** The 30-year average (normal) is from 1991-2021, NOAA National Weather Service Forecast Office: site Jordan 1SSW Minimum annual average is from 2000 and maximum is from 2019.

Records indicated with a “T” represent a trace of precipitation.

(<https://www.wunderground.com/dashboard/pws/KMNSAVAG31>)

(<https://w2.weather.gov/climate/xmacis.php?wfo=mpx>)

Methods

Sampling

Many parameters are recorded continuously at the Eagle Creek WOMP station including stage, velocity, conductivity, precipitation, and stream temperature. Samples are collected and analyzed for multiple water quality parameters (Table 3) during base flow conditions and storm events. Base flow samples are taken bi-weekly during periods of time unaffected by rainfall or snowmelt events. Samples are taken directly from the stream and then transported to the Metropolitan Council Environmental Services Laboratory for analysis. In 2021 the site was upgraded with an automated sample collector designed to collect individual samples throughout the rise, peak and fall of the stream during a precipitation event. The event samples are treated similar to base flow samples and the grab samples are brought to the lab for analysis. The site was visited, and samples were collected twenty-nine times during the 2021 monitoring season, three of which were event-based samples.

Flow

There are two means of measuring stage and flow at the WOMP station: A WaterLOG bubbler system and Sontek Argonaut Shallow Water (SW) system. The bubbler system has been used since 1999 to measure stage. To determine the amount of flow related to stage, flow measurements are taken manually by MCES staff with a flow meter while the creek is at different stages and a rating curve is developed. With this data, a stage-flow relationship can be applied to the datalogger program, which then calculates continuous flow values as determined by the measured stage.

The Sontek Argonaut-SW was installed by the Metropolitan Council in 2008. This equipment calculates instantaneous flow based on the cross-section area, stage, and velocity of the water. This equipment was determined necessary because of occasional backwater conditions caused by beaver dams or flooding of the Minnesota River. The bubbler system is not able to determine that the water is moving slower, so it automatically calculates higher flow as the stage rises. The Argonaut is able to adjust the flow as velocity changes, making the flow values more accurate during backwater conditions.

Results

The range of sampled water quality parameters are reported in table 3. The minimum, 25th percentile, median, mean, 75th percentile and maximum values are reported along with any state standard or comparable ecoregion range or mean for comparison purposes. Individual TSS and E. coli samples are plotted in figures 10 and 12 respectively. The 5-year trend of monthly TSS values and monthly geometric mean of all E. coli samples taken over the past 10 years are reported in figure 11 and 13 respectively.

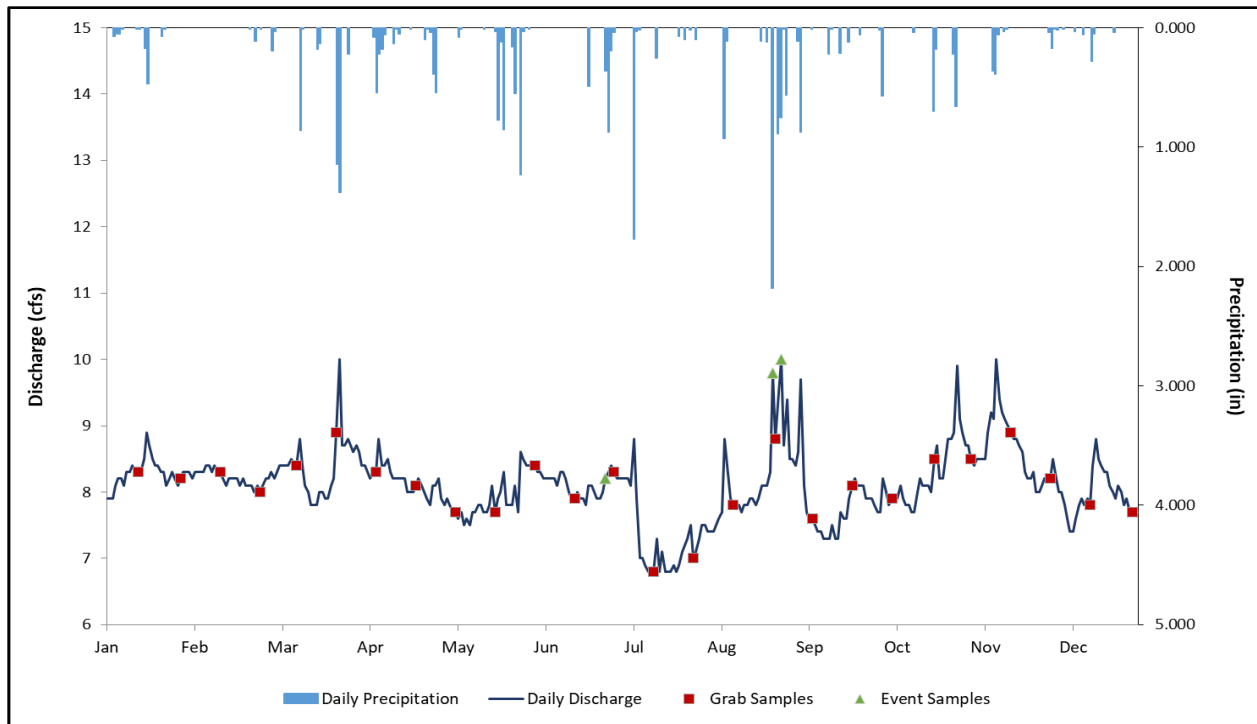


Figure 9. 2021 Eagle Creek WOMP discharge, precipitation, and samples collected. Discharge data is provided by METC and is preliminary.

Table 2. 2021 *In situ* water quality measurements taken by YSI EXO 1 multi-probe mini sonde during 2021 sampling.

Parameter	Min	25th %	Median	Avg	75th%	Max	N	Notes
Temp (deg C)	5.24	8.57	11.03	10.40	12.45	14.38	27	
DO (mg/L)	7.62	8.14	8.56	8.55	8.97	9.72	27	Standard = > 7 mg/L
pH (Units)	7.13	7.42	7.53	7.50	7.64	7.76	27	Standard = 6.5-8.5
Conductivity (umho/cm)	671.2	680.4	683.4	682.8	685.6	688.3	27	

Table 3. 2021 Water quality preliminary lab results. Red text indicates exceedance of the noted standard limit.

Parameter	Min	25th %	Median	Avg	75th%	Max	N	Notes
Alkalinity (mg/L_CaCO3)	261	262	266	268	277	280	4	No standard: 20-200 mg/L typical
Chloride (mg/L)	40.5	49.9	51.6	51.5	53.2	66.9	33	Standard = 230 mg/L
Hardness (mg/L_CaCO3)	288.0	292.8	313.5	310.0	323.8	325.0	4	
Ammonia (mg/L)	0.06	0.06	0.06	0.07	0.07	0.10	33	
Sulfate (mg/L)	15.6	16.1	17.6	17.4	18.5	18.8	4	

Nitrate (mg/L)	0.20	0.20	0.20	0.21	0.20	0.26	33	Ecoregion mean = 0.04-0.26 mg/L
Nitrite (mg/L)	0.06	0.06	0.06	0.06	0.06	0.06	33	Ecoregion mean = 0.04-0.26 mg/L
Total Kjeldahl Nitrogen (mg/L)	0.10	0.23	0.27	0.36	0.33	2.20	33	
Total Phosphorus filtered (mg/L)	0.020	0.020	0.020	0.026	0.020	0.081	33	Ecoregion mean = 0.06-0.15 mg/L EPA recommends < 0.1 mg/L
Total Phosphorus unfiltered (mg/L)	0.020	0.020	0.028	0.059	0.073	0.460	33	Ecoregion mean = 0.06-0.15 mg/L EPA recommends < 0.1 mg/L
Ortho Phosphate (mg/L)	0.010	0.010	0.010	0.011	0.010	0.032	28	
Total Organic Carbon (mg/L)	1.9	2.0	2.3	2.3	2.5	2.5	4	
Suspended Solids (mg/L)	1	3	6	18	19	234	33	Ecoregion mean = 4.8-16 mg/L Standard = 10 mg/L
Volatile Suspended Solids (mg/L)	1	2	2	5	6	68	33	
E. Coli (#/100ml)	6	27	54	105	149	579	29	Standard = 126 CFU/100ml as geometric mean

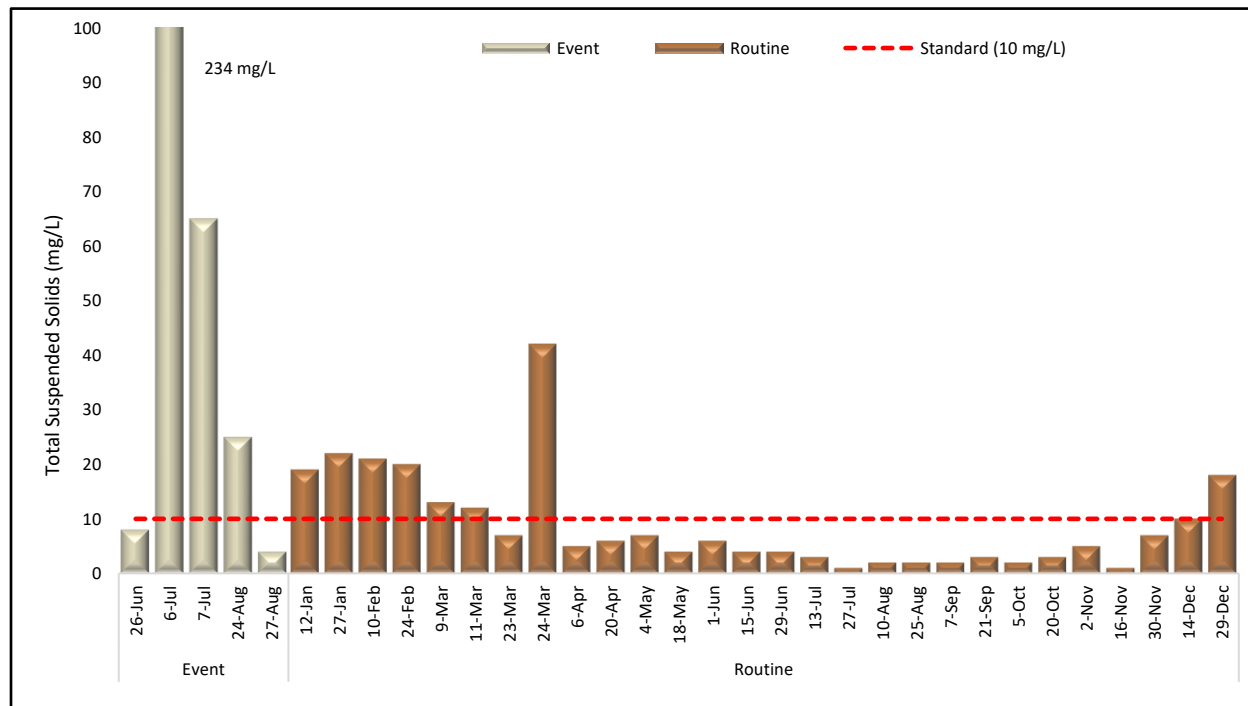


Figure 10. Total Suspended Solids (2021). State Standard for Class 2A Waters = 10 mg/L (indicated by the red dashed line and the shaded areas in the graph) with no more than 10% exceedance between 1 April and 30 September.

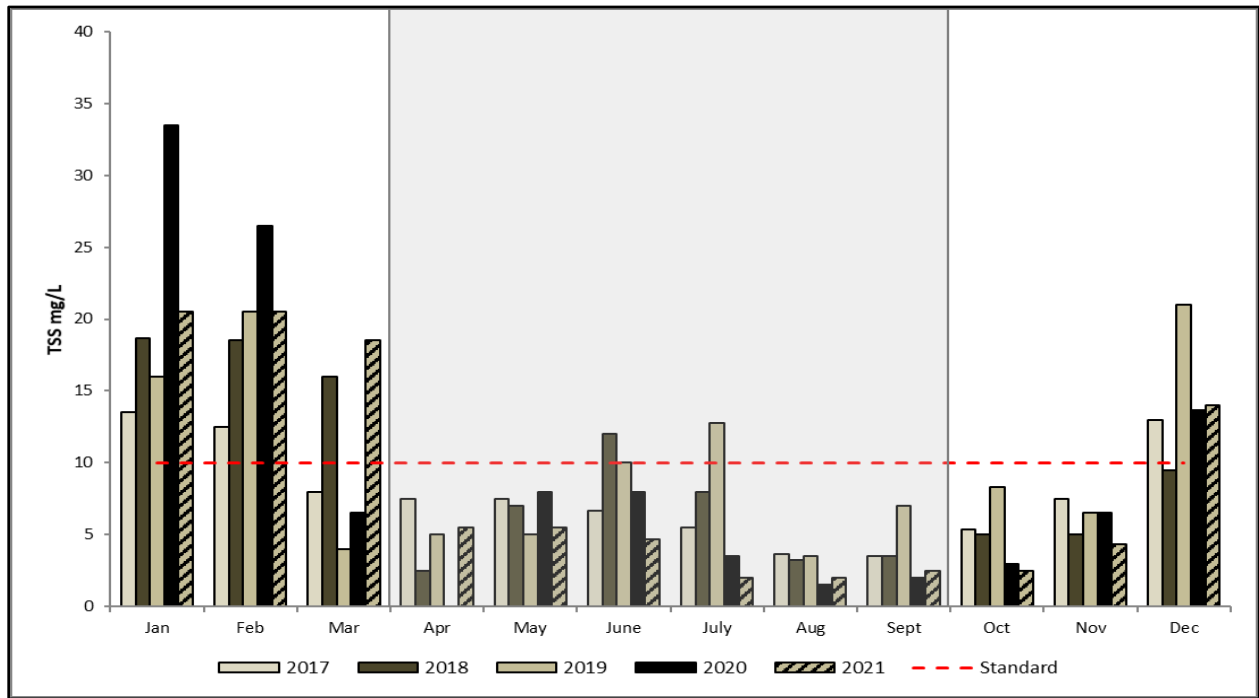


Figure 11. Total suspended solid monthly average over the last 5 years for non-event samples. The state standard is 10mg/L indicated by the dashed red line. No more than 10% exceedance shall occur between 1 April and 30 September (shaded area).

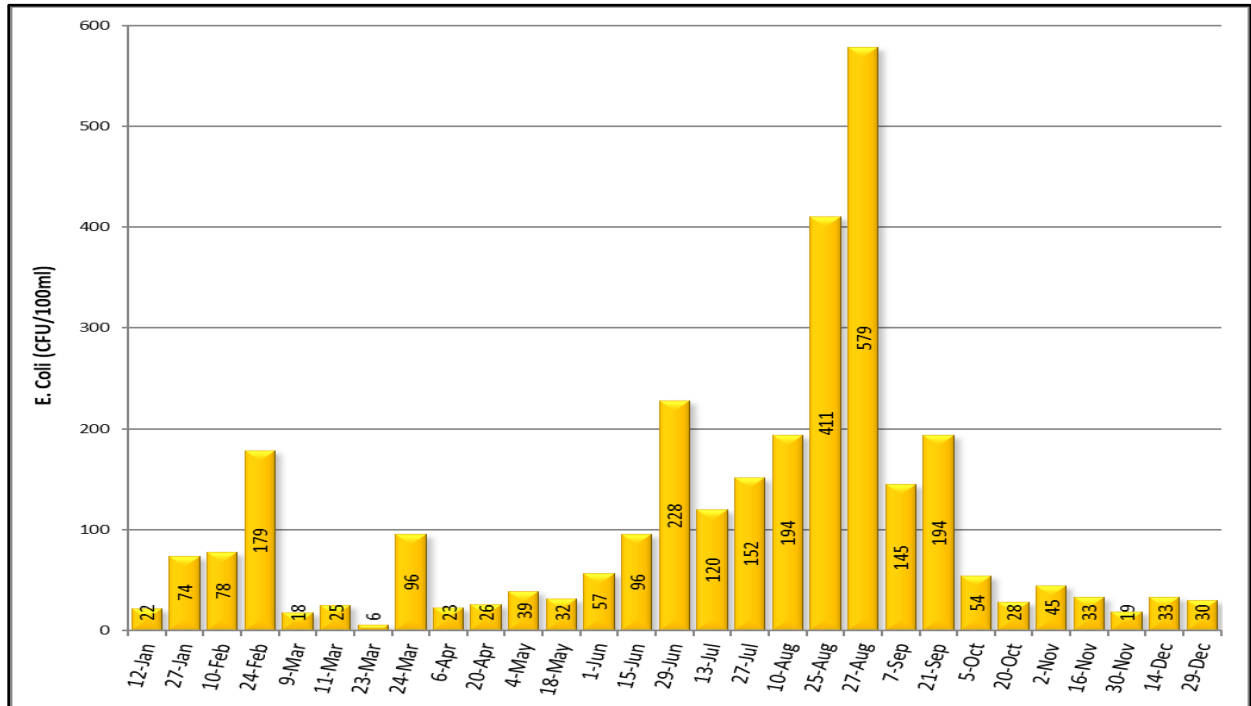


Figure 12. *E. coli* samples (2021). *E. coli* state standard for class 2A waters is not to exceed 126 organisms/100 ml as a geometric mean of not less than 5 samples representative of conditions within any calendar month. Nor shall more than 10% of all samples taken during any calendar month individually exceed 1,260 organisms per 100 ml. The standard applies only between April 1 and October 31.

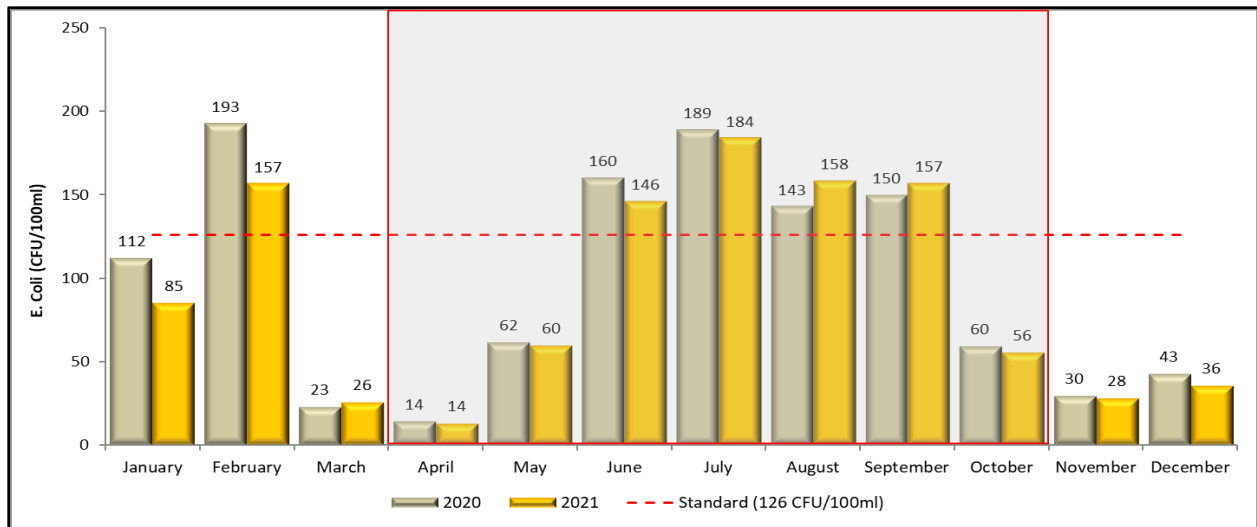


Figure 13. Geometric mean of *E. coli* at Eagle Creek. The geometric mean was calculated using all samples over the past 10 years (2011-2021) for any given month. *E. coli* state standard for class 2A waters is not to exceed 126 organisms/100 ml as a geometric mean of not less than 5 samples representative of conditions within any calendar month. Nor shall more than 10% of all samples taken during any calendar month individually exceed 1,260 organisms per 100 ml. The standard applies only between April 1 and October 31.

Discussion

In general, the monitoring data suggests that Eagle Creek consistently meets state water quality standards and ecoregion means¹, with the exceptions being bacteria and suspended solids (Figure 10, Figure 13, and Table 3). The elevated levels of these parameters in winter are a result of the creek being spring fed and not freeze over in the winter. The open water attracts a large number of waterfowl and other animals, which results in historically higher bacteria, sediment, and turbidity levels than observed in summer months. Elevated levels during the summer are a result of continual animal use and runoff from significant rain events.

The *E. coli* standard is applicable from April 1 – October 31 and is exceeded when greater than 10% of the samples exceed 1260 Colony Forming Units (CFU) per 100 ml or the geometric mean of no fewer than five samples in a calendar month exceed 126 CFUs. No samples exceeded 1260 CFU's from April through October in 2021. Additionally, the geometric mean of the previous ten years of *E. coli* samples resulted in the exceedance of 126 CFU's for June thru September (Figure 13). February also exceeded the 126 CFU threshold leaving seven months below the standard. Compared to 2020, eight months showed a lower geometric mean, one month stayed the same and three months increased by an average of 8 CFU's.

The previous state turbidity standard was replaced with a Total Suspended Solids (TSS) standard. The new TSS standard for Class 2A waters state that no more than 10% of samples shall exceed 10 mg/L between April 1 and September 30. This year, Eagle Creek exceeded 10 mg/L in 11 of 33 (33%) lab samples during the 2021 monitoring season, down 3% from 2020 (Figure 10). For all of the samples collected from April thru September, 3 of 18 (16.7%) exceeded the state standard. All of the samples that exceeded the standard were collected during "event" based sampling. The other eight samples that exceeded the 10 mg/L were during the winter months when waterfowl is constantly seen using the body of water.

¹ There are seven ecoregions in Minnesota. Ecoregions are classified by geographic areas with similar plant communities, land use, soil, and geology. Eagle Creek is located in the North Central Hardwood Forest (NCHF) ecoregion. Each ecoregion has unique water quality goals as determined by historical monitoring of representative and minimally impacted reference streams within that ecoregion.

III. Dean Lake Inlet Monitoring

Dean Lake Inlet was once on the Minnesota Pollution Control Agency (MPCA) 303 (d) list of impaired waters from 2006-2016. It was impaired for aquatic recreation due to excess nutrients causing eutrophication. In 2016 the body of water was re-assessed and reclassified as a wetland in the MPCA’s Lower Minnesota River Watershed Monitoring and Assessment Report of June 2017. Although the reclassification removes the body of water from the 303 (d) list the nutrient loading still remains. Scott SWCD continues to provide monitoring data on the inlet to Dean Lake to document nutrient loading. The monitoring site is located where CR21 passes over the Prior Lake Outlet Channel to the southeast of Dean Lake. The SWCD monitors water chemistry and continuous stage and flow at this location. This site has been monitored from 2014 to present.

Methods

In-stream field measurements of dissolved oxygen, temperature, turbidity, pH, and conductivity were taken using an YSI EXO 1 multiparameter Sonde. Field transparency is measured with a 1-meter secchi tube. Bi-weekly scheduled samples and additional event grab samples taken after rain events are taken while the stream channel is open (March-November). In 2021, 17 base grab samples and 2 event grab samples were collected totaling 19 samples. In addition to water quality samples, periodic flow measurements are typically taken throughout the monitoring season. No flow measurements were taken in 2021 due to the over-abundance of invasive aquatic vegetation near the flow monitoring location and the lack of flow from drought conditions. With flow measurements from previous years a discharge rating curve is developed for the site. This rating curve is applied to the continuous 15-minute stage measurements collected by Campbell Scientific SR50 Ultrasonic Distance Sensor and CR1000 data logger to calculate continuous discharge data at the site (Figure 14).

Results

The 2021 monitoring data suggest that the inlet to Dean Lake continues to fall outside of ecoregion mean and EPA recommendations for phosphorus, nitrate, and suspended solids (Table 5). Historically, the inlet has seen spikes in nitrate and phosphorus. During the 2021 sampling season the total unfiltered phosphorus fell beyond the EPA recommended level 32% of the time and measured below and above the Ecoregion mean 53% and 5% of the time respectively. This is a 19% increase in EPA exceedance and Ecoregion highs compared to 2020. The nitrates exceeded the Ecoregion high 53% of the time, up 15% from 2020 and 39% from 2019. Additionally, the suspended solids were at or exceeded the state standard 16% of the time and went above the Ecoregion high 11% of the time. This showed a 28% decrease in state standard exceedance and a 1% increase in Ecoregion high exceedance when compared with the 2020 data. Finally, a total of 8 dissolved oxygen measurements fell below 5 mg/L (acceptable limits for most aquatic life). The last time low dissolved oxygen levels were observed was in 2018 when two measurements fell below the 5 mg/L threshold.

Table 4. 2021 *In situ* water quality measurements taken by a YSI EXO1 multi-probe mini sonde for Dean Lake Inlet.

Parameter	Min	25th %	Median	Avg	75th%	Max	N	Notes
Temperature (°C)	6.33	12.09	15.42	14.85	12.09	23.15	19	
Dissolve Oxygen (mg/L)	1.72	3.49	5.37	5.87	8.18	11.00	19	
pH (Units)	6.96	7.30	7.36	7.39	7.45	7.91	19	
Conductivity (umho/cm)	545.4	602.8	670.8	659.8	703.0	796.3	19	

Table 5. 2021 water quality data from Dean Lake Inlet. Red text indicates exceedance of the state standard, North Central Hardwood Forest ecoregion means, or EPA recommendations.

Parameter	Min	25th %	Median	Avg	75th%	Max	N	Notes
Chloride (mg/L)	48.00	49.5	52.9	57.1	59.3	84.6	19	Standard = 230 mg/L
Nitrate (mg/L)	0.20	0.20	0.26	0.31	0.40	0.64	19	Ecoregion mean = 0.04-0.26 mg/L
Nitrite (mg/L)	0.06	0.06	0.06	0.06	0.06	0.06	19	Ecoregion mean = 0.04-0.26 mg/L
Total Kjeldahl Nitrogen (mg/L)	0.32	0.43	0.62	0.64	0.69	1.40	19	
Total Phosphorus filtered (mg/L)	0.020	0.020	0.028	0.064	0.054	0.504	19	Ecoregion mean = 0.06-0.15 mg/L EPA recommends < 0.1 mg/L
Total Phosphorus unfiltered (mg/L)	0.031	0.042	0.055	0.074	0.119	0.175	19	Ecoregion mean = 0.06-0.15 mg/L EPA recommends < 0.1 mg/L
Lab Turbidity (NTRU)	2	2	3	7	7	45	19	
Suspended Solids (mg/L)	1	2	4	8	7	62	19	Ecoregion mean = 4.8-16 mg/L Standard = 30 mg/L
Volatile Suspended Solids (mg/L)	1	1	2	3	3	20	19	

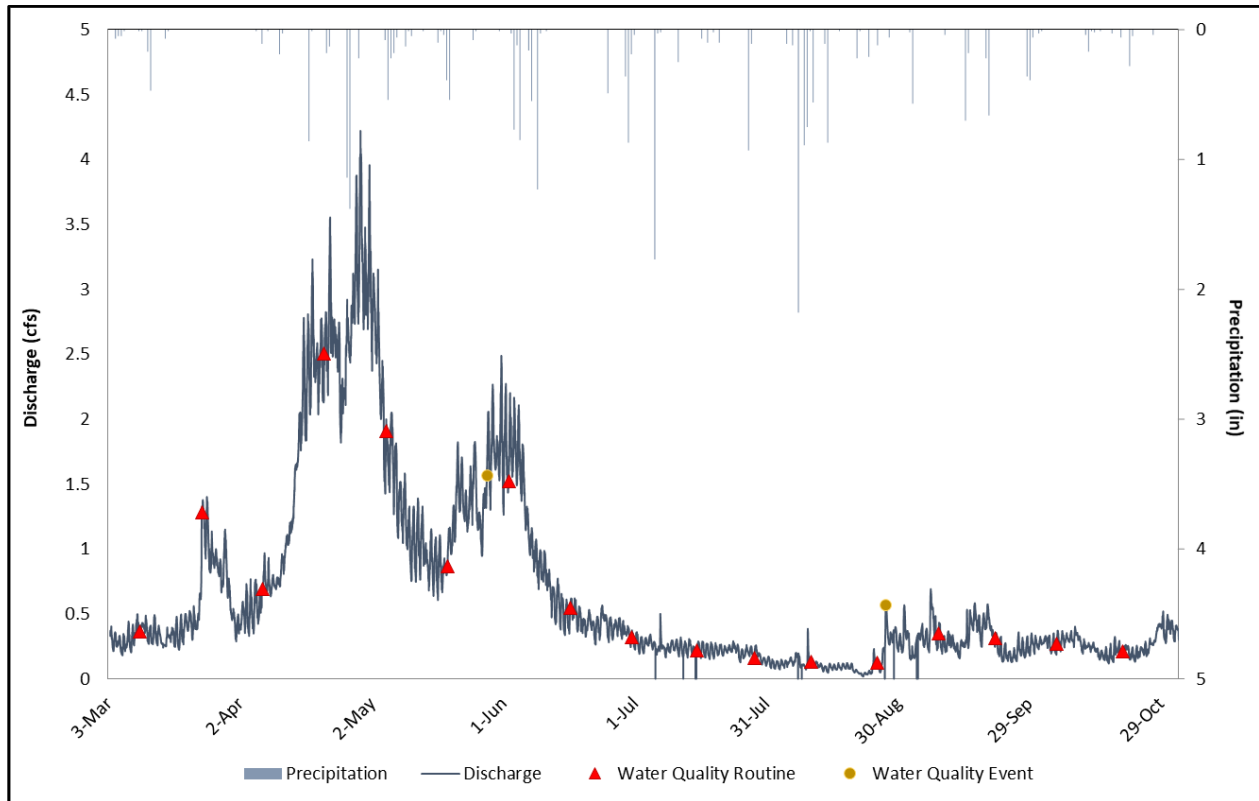


Figure 14. Dean Lake Inlet continuous 15min discharge data, precipitation, and water quality samples collected in 2021.

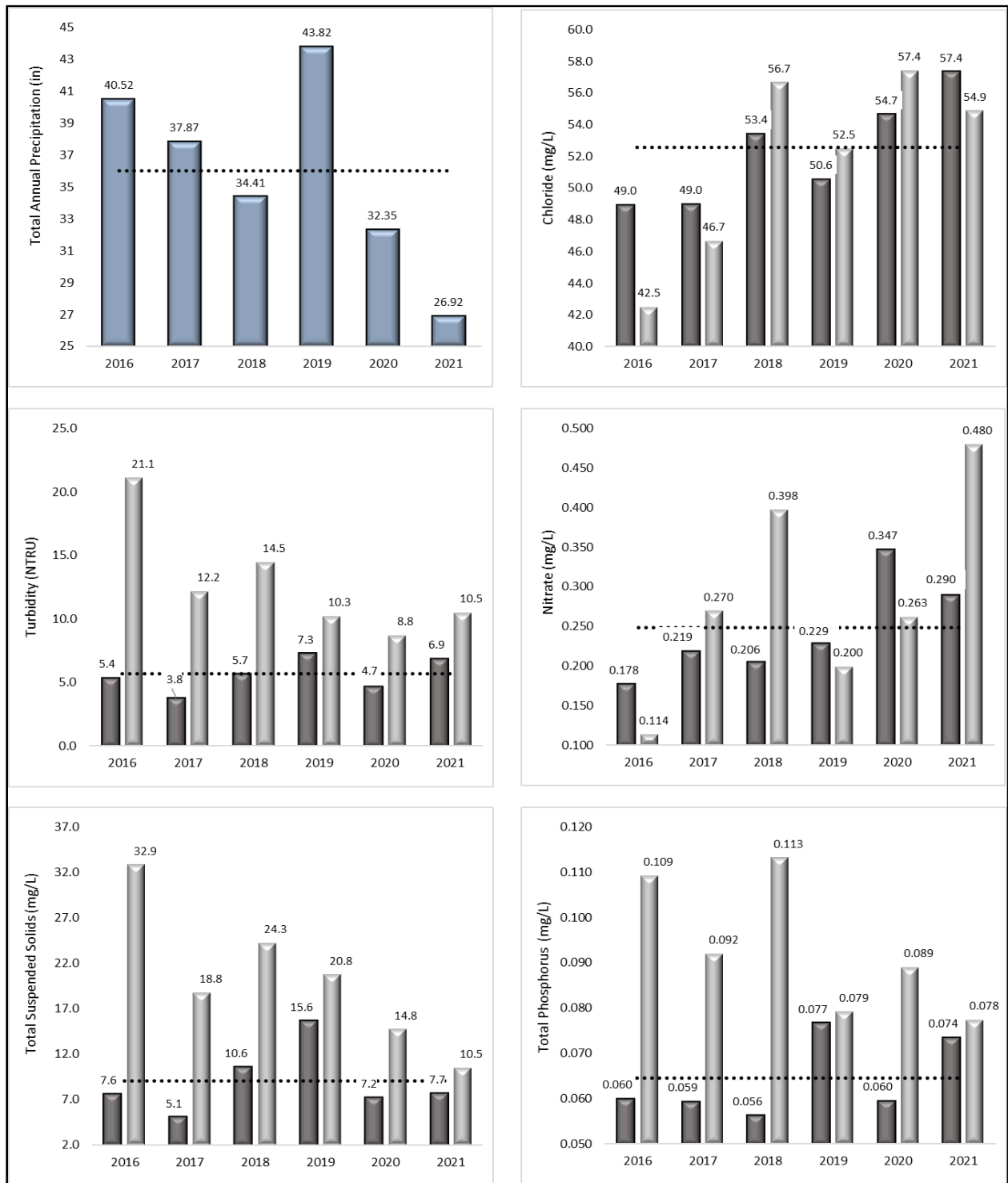


Figure 15. Graphs comparing the annual averages from routine (bi-weekly) monitoring (dark gray bars) and event-based annual averages (light gray bars). The graphs represented are total annual precipitation (top left), chloride concentration (top right), turbidity (middle left), Nitrate concentration (middle right), total suspended solids (bottom left), and total phosphorus – unfiltered (bottom right). The black dashed line in each graph represents the average of all years combined from routine monitoring data only.

Discussion

The discharge at the Inlet mostly trended with precipitation and atmospheric trends. Due to the dry season, the Prior Lake outlet channel was only open during the beginning of the season. Even though Dean Lake is now considered a wetland, it is still prudent to compare annual water quality results to its previous standards to track any water quality improvements or degradations at the site. Minnesota still requires that the quality of wetlands be maintained even if it does not follow previously identified lake standards. Most of the water quality parameters at the Dean Lake Inlet are within the recommended standards and ecoregion averages. In most cases those parameters that exceeded standards were up when compared with 2020. With all of the exceeding parameters, most exceedance is occurring after precipitation events, droughts, or seasonally influence. Monitoring these levels should continue to track any potential increases or decreases in these levels. Throughout the years general trends can be observed in several of the parameters monitored (Figure 15). For example, chloride concentrations appear to track diurnally with annual precipitation totals, and total concentrations have been increasing throughout the years. In general nitrate levels also follow this pattern. Phosphorus levels have been more inconsistent with increased concentrations observed in the routine samples throughout the years and a decrease in event-based samples. The turbidity and total suspended solids are typically driven by precipitation amounts and event frequency which can be observed throughout the monitoring years. Although Dean Lake Inlet is no longer on the 303 (d) list because of its reclassification, it is important to track the amount of nutrients at the site to maintain historical data and track nutrient/pollutant loading downstream.

IV. Well Monitoring

In 2005 the LMRWD contracted with Scott Soil and Water Conservation District to collect groundwater measurements from 13 wells in the Savage Fen, 4 wells in the Eagle Creek area and 2 Bluff wells. Additionally, two artesian wells are located in the Fens and are a part of the MNDNR's observation well (OBWELL) program. The data from all of the well recordings is used to assess groundwater resources, determine long-term trends, and interpret the impacts of pumping and climate. The wells in the Savage Fen were installed by the DNR to monitor development effects and water usage from the City of Savage on the water level in the Fen. All well data is entered into the DNR's groundwater level database and can be accessed at (<http://www.dnr.state.mn.us/waters/cgm/index.html>).

The MNDNR continually assesses the validity and necessity of monitoring wells around the state. In 2018 the bluff wells sealed, and the MNDNR is currently investigating the need for the Eagle Creek wells and a few of the Savage Fen wells.

Savage Fen Area Wells

The Savage Fen is a rare wetland complex at the base of the north-facing bluffs in the Minnesota River Valley, the largest calcareous fen of its kind in Minnesota. A plant community of wet, seepage sites with an internal flow of groundwater rich in calcium, magnesium bicarbonates and sulfates result in a thick peat base that is able to support a unique diversity of plants. More than 200 various plant species have been found in the Savage Fen, some of which are rare.

Methods

The Scott SWCD is contracted to monitor 13 wells in the Savage Fen monthly between April and October. Additional well levels were recorded into December at three of the wells from outside agencies as part of their requirements for adjacent construction/maintenance projects near the Fens. The water levels in the Fens fluctuate throughout the year and the artesian wells record water levels above ground level. Field measurements of the artesian wells record values in pounds per square inch (psi). The psi measurements are converted to feet of head by multiplying the psi value by -2.31, basically representing how high the water would shoot up in the air if the well was not capped. One of the artesian wells was damaged over the 2020 winter and did not become operational until the middle of the monitoring season. The eleven “normal” and two artesian wells are reported in this annual report. In addition, four wells are monitored in the Eagle Creek portion of Savage Fen on the other side of highway 13 (Figure 19).

In the past, the SWCD had monitored two additional wells in the Savage Bluff area. In 2010 the Savage Post Office and Fire Department was constructed near the bluff wellheads and as a result, the wellheads were reconstructed and placed below the street, accessible beneath a manhole cover. The SWCD did not read these two wells in 2011 or 2012 as a result of the construction. In 2013, the SWCD resumed monitoring these wells with the City of Savage staff providing access. The Bluff wells were sealed during the 2019 season and are no longer accessible. There are two MNDNR observation wells (70024 & 70025) are roughly 300ft southwest of the bluff wells that will continue to monitor groundwater levels in that area but will not be reported in this report. Previous bluff well measurements can be found in annual monitoring reports up to 2019.

In total, the SWCD recorded 136 water level measurements for the LMRWD in 2021 from the 17 wells.

Results

The Savage Fen water levels showed a consistent drop in water levels throughout the 2021 summer and started to rebound at the end of the monitoring season (Figure 16 & 22). Overall, the average water levels for the non-artesian wells decreased 0.83 feet throughout 2021, with some wells dropping more than others (Figure 18, 19 & 20). Historically, the Fens have shown signs of fluctuation, and have generally been slightly increasing in water levels to recover from a dip in 2012. Recently with warmer temperatures and less precipitation over the growing season the water levels have once again shown a decline in levels. This year the wells levels decreased with an average 0.58-foot drop in water levels over the last 10 years (Figure 17). The 2021 Eagle Creek well levels generally showed a decrease throughout the year with all the wells averaging a 0.47-foot drop throughout the year (Figure 24). The wells were 0.24ft lower on average when compared to the 10-year average. This was due to the fact that all four wells were 0.07-0.38ft lower than average. Even with the drop in well levels in 2021 the EC3 and EC5 wells continue to show a downward trend over the last 10 years, while EC4 and EC6 show an upward trend (Figure 25).

In 2021 all the Savage Fen wells showed a decrease in water levels when compared with 2020 and also a decrease over the 10-year average (Figure 21). All of the Eagle Creek wells decreased in water levels when compared with 2020 data, except for EC3 which recorded a slight increase. The Eagle Creek wells also showed a decrease when compared with 10-year averages in all wells (Figure 26).

All figures in this section are reported in depth to water (DTW) which is a product of the wells measuring point elevation minus the elevation of the recorded observed elevation, or feet above ground for the artesian wells.

Savage Fen Well Graphs

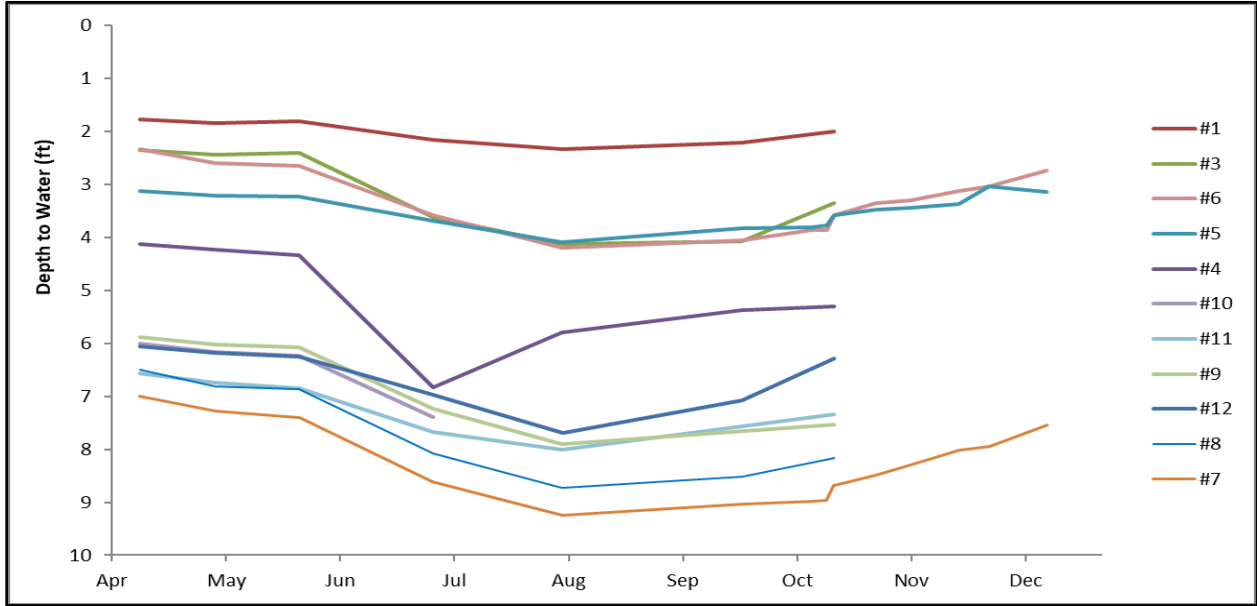


Figure 16. Savage Fen Wells (2021)

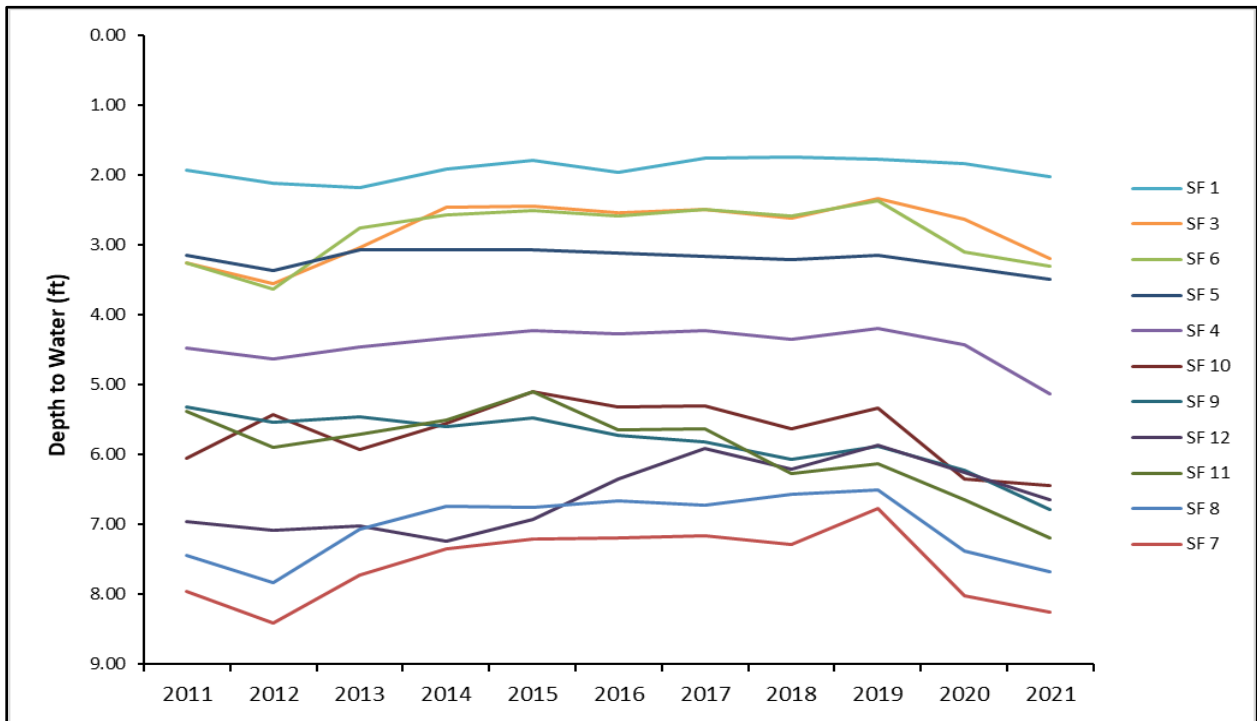


Figure 17. Average annual water level in Savage Fen wells (2011-2021). Averages include all observation in a calendar year.

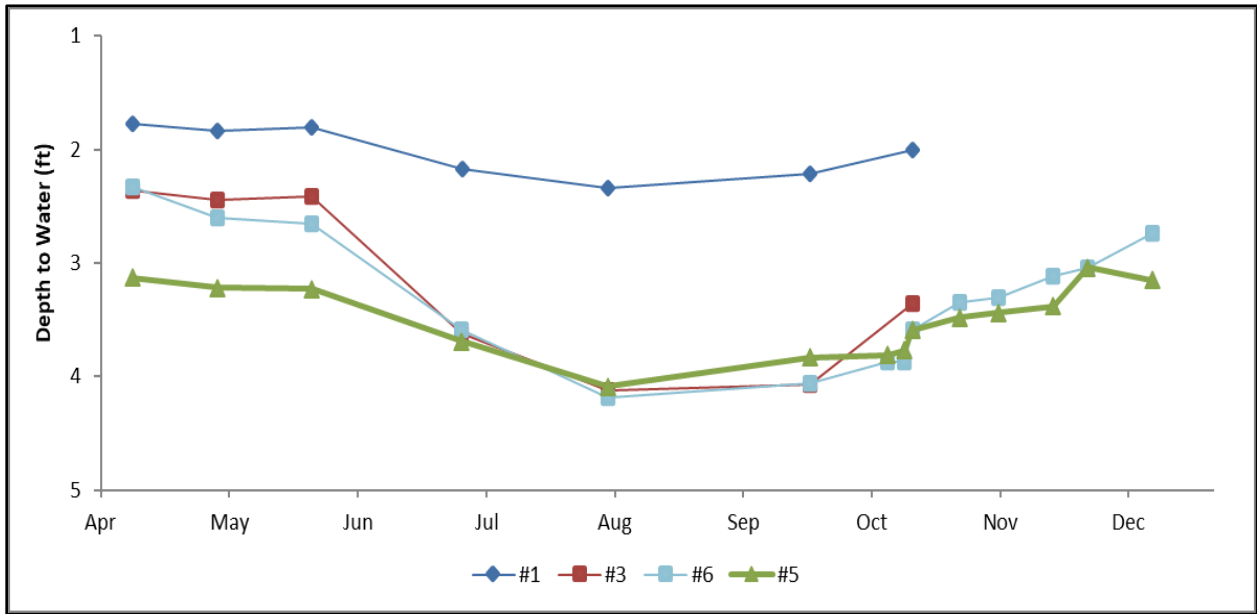


Figure 18. The four Savage Fen wells with the shallowest depth to water (DTW) values for 2021.

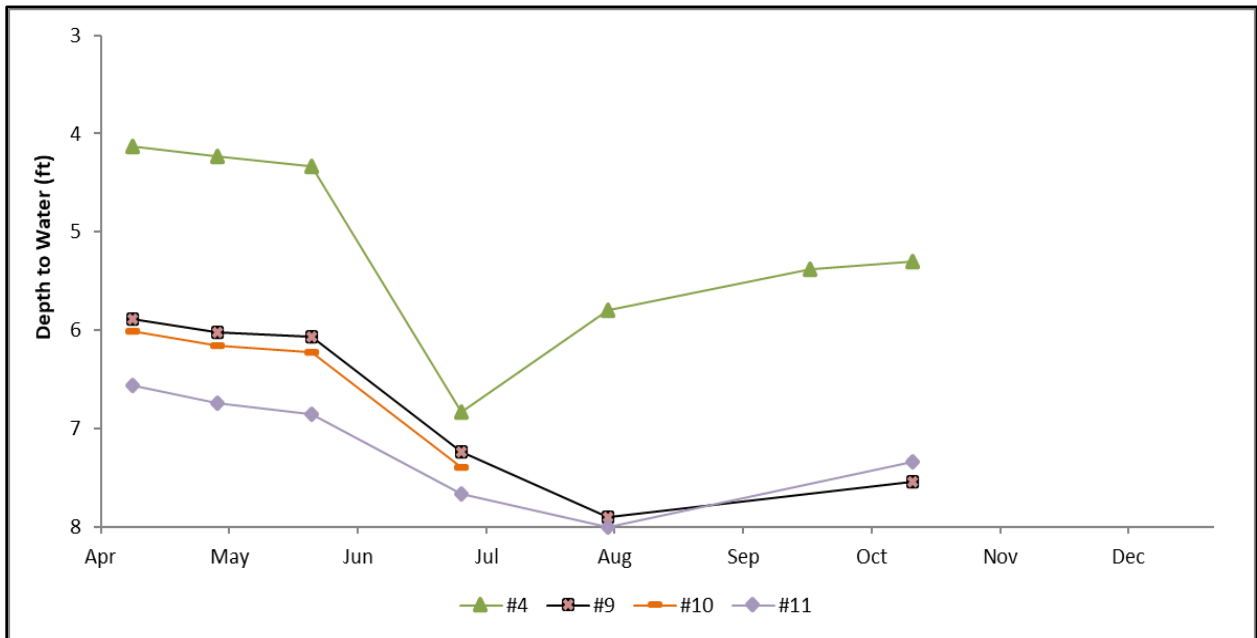


Figure 19. The four Savage Fen wells with the mid-level depth to water (DTW) values for 2021.

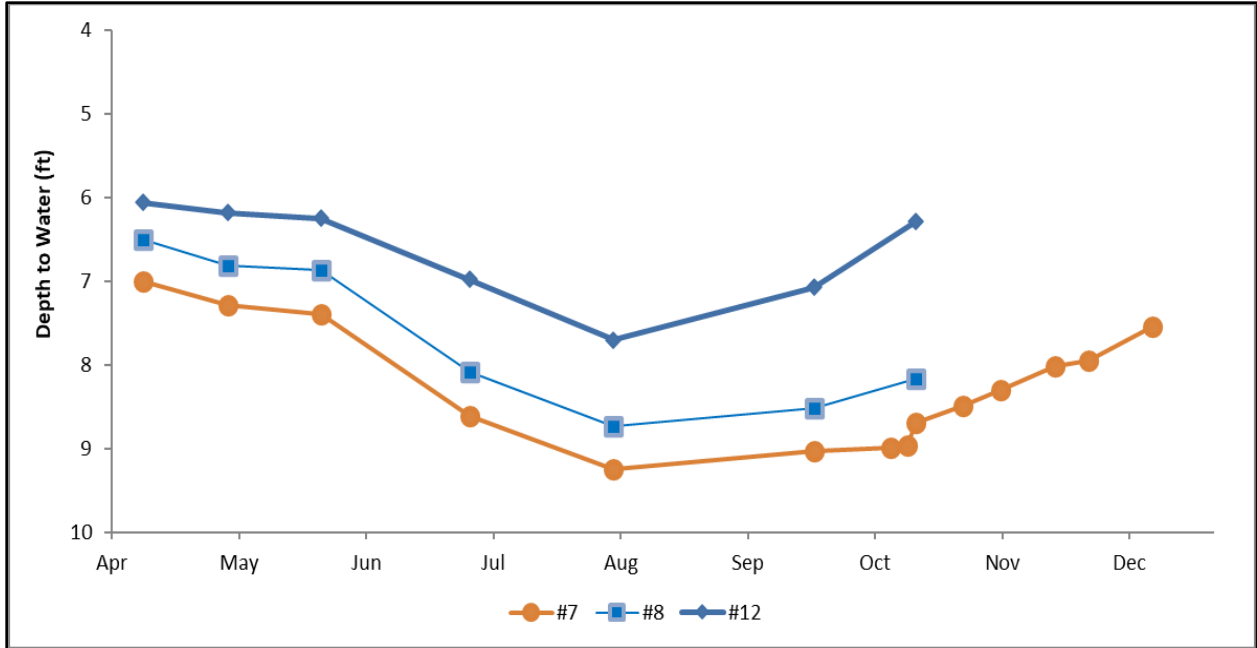


Figure 20. The three Savage Fen wells with the deepest depth to water (DTW) values for 2021.

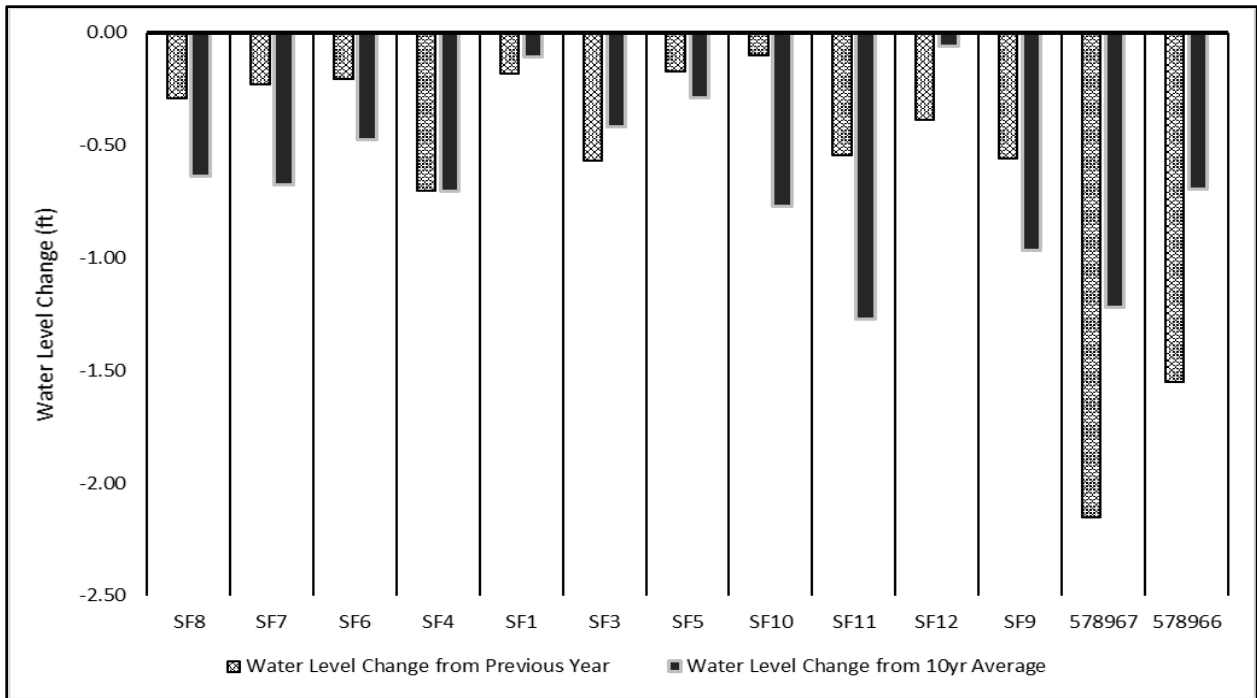


Figure 21. The water level changes at each Savage Fen well when compared with the previous year and the 10yr average depth to water. Average 2021 depth to water levels were used to compare with average 2020 values and 10yr historical average.

Savage Artesian Well & Historical Trend Graphs

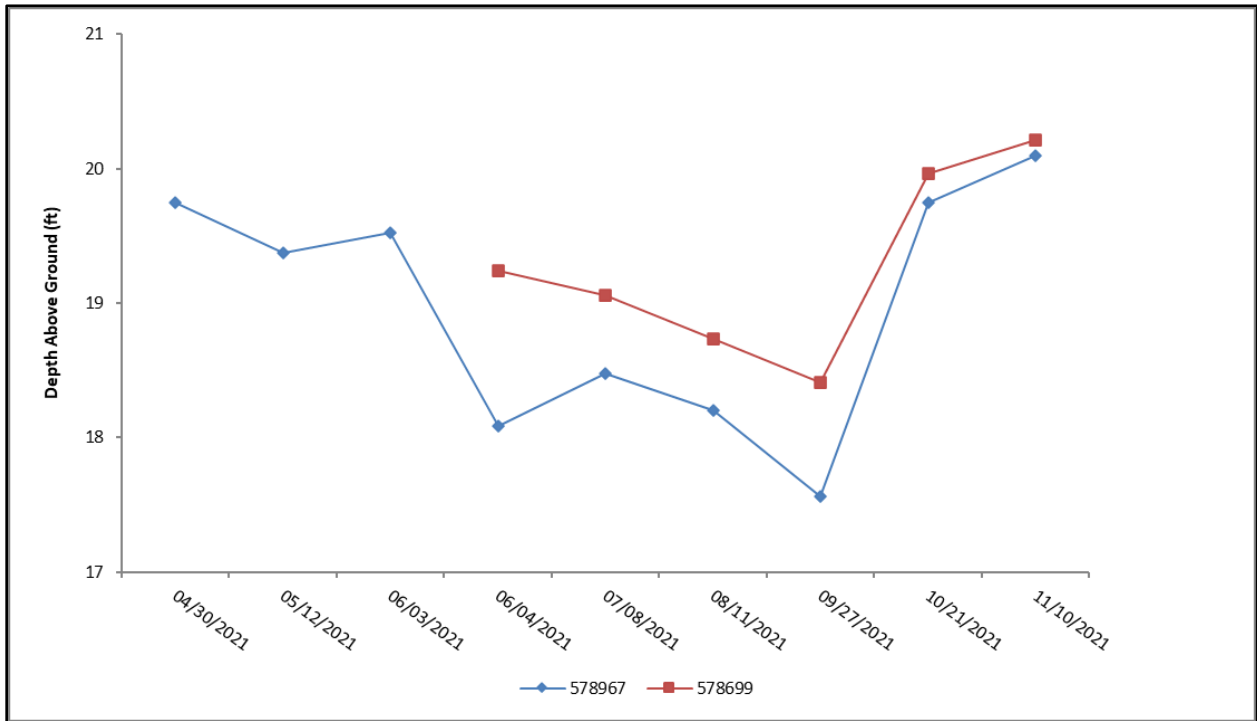


Figure 22. Savage Fen artesian wells (2021). Values are represented in feet above the ground.

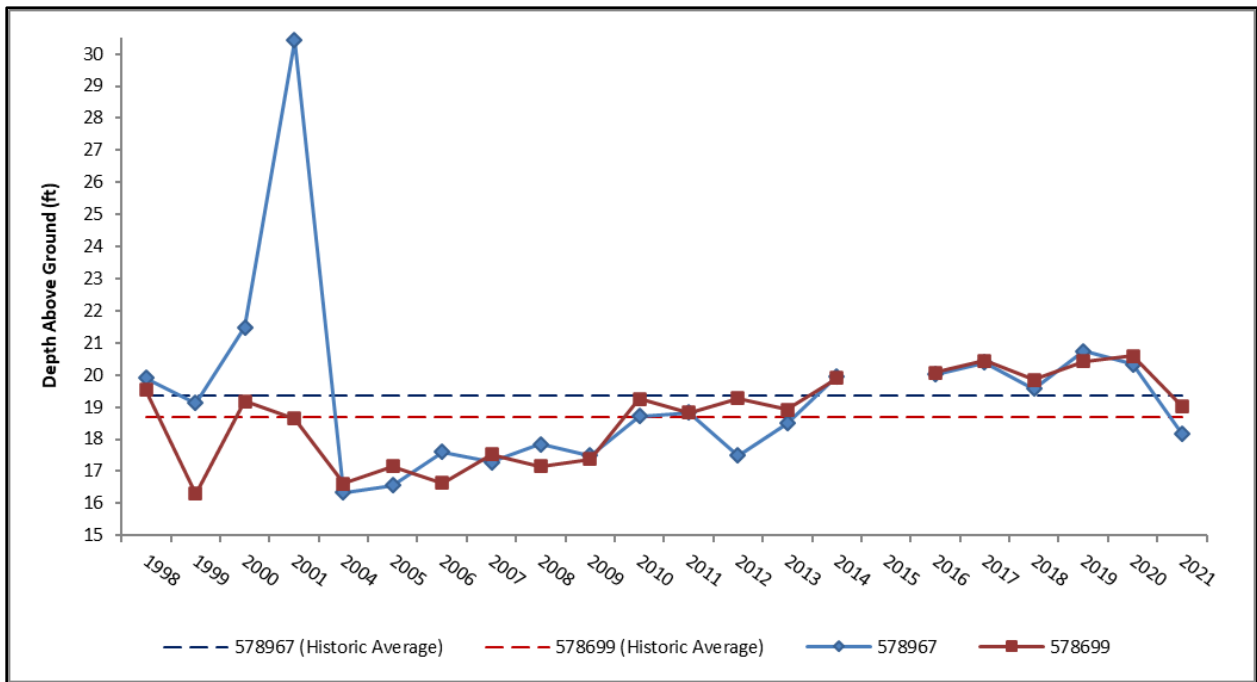


Figure 23. Average annual water level for the Savage Fen artesian wells (2011-2021). Averages include all observation in a calendar year. Historic averages are an average of all years sampled. Values are represented in feet above ground.

Eagle Creek Area Wells

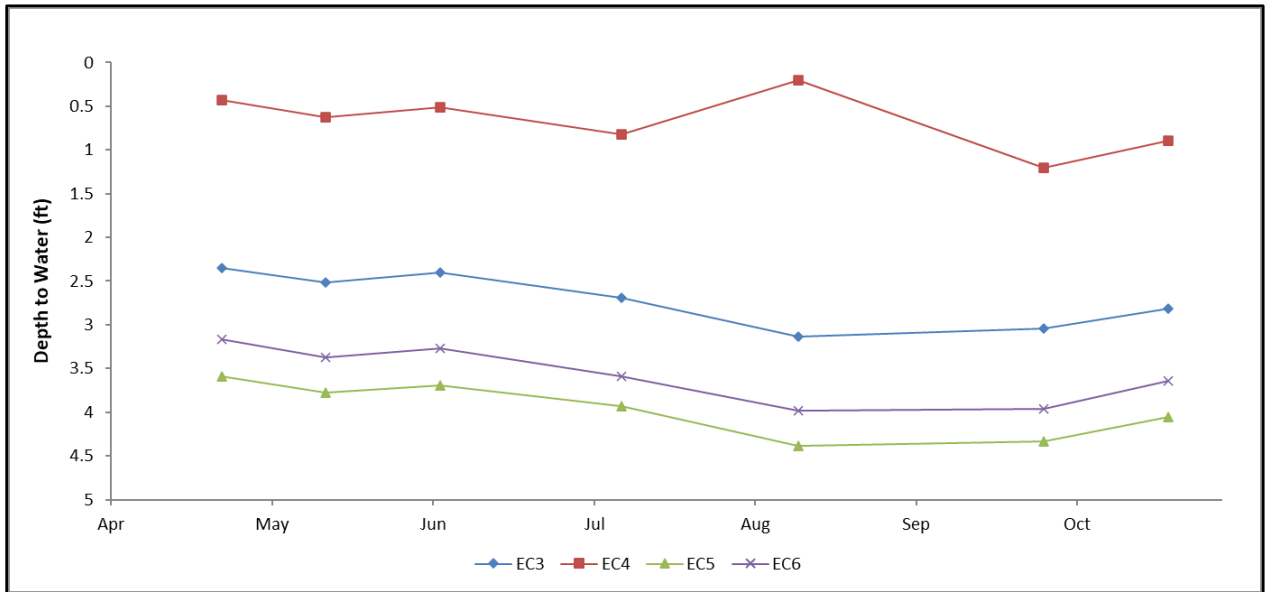


Figure 24. Eagle Creek well measurements for 2021.

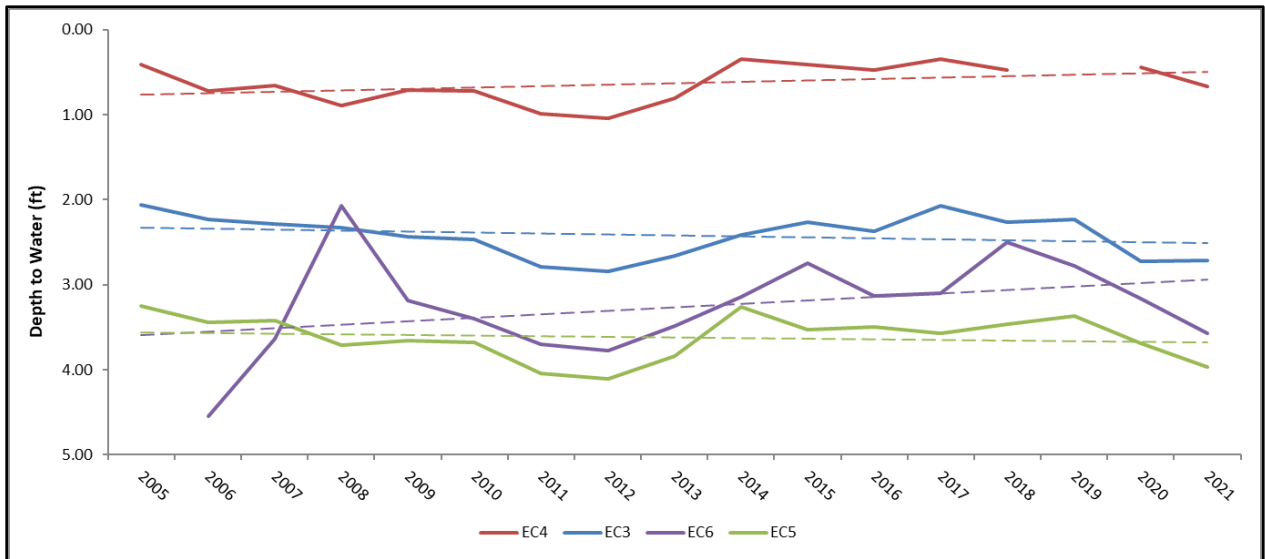


Figure 25. Eagle Creek historical trends. Values are annual averages based on all DTW measurements collected within each year.

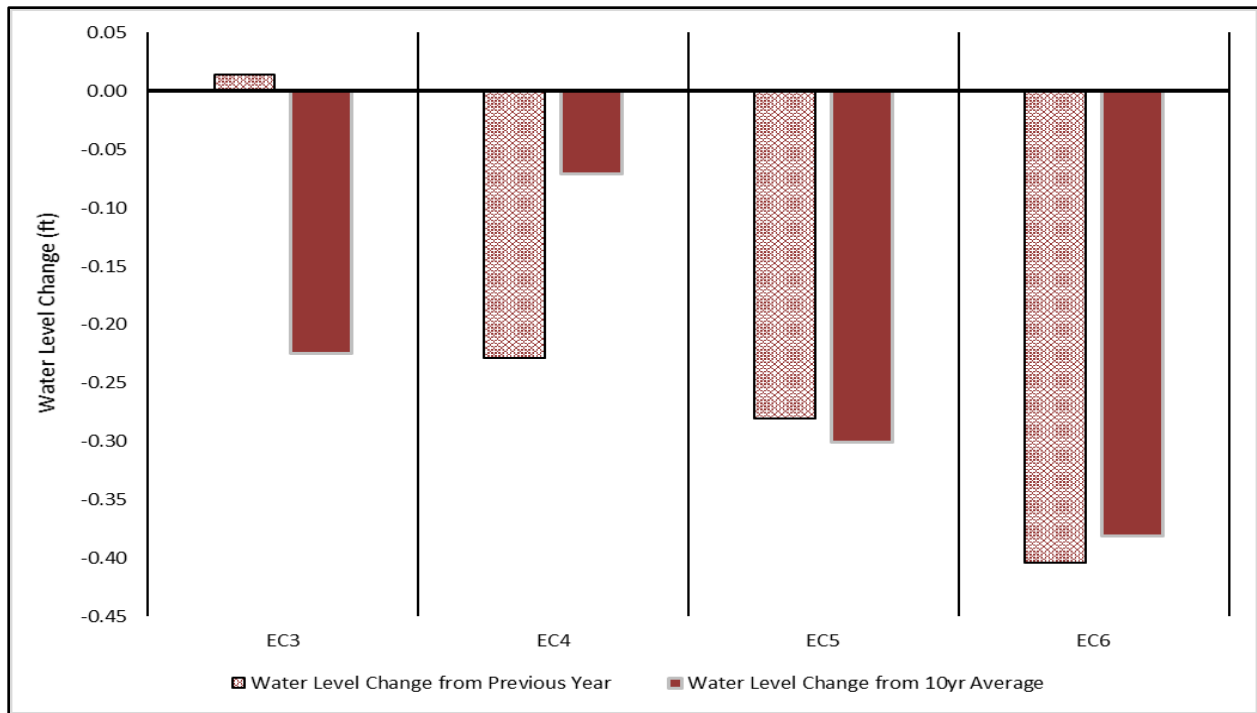


Figure 26. The water level changes at each Eagle Creek well when compared with the previous year and the 10yr average depth to water. Average of all 2021 DTW measurements collected were used to compare with average 2020 values and 10yr historical averages.

Discussion

Similar to the 2020 the monitoring season in 2021 was seasonably dry which led to a continued decrease in water levels in all of the monitored wells. The total precipitation values increased near the end of the monitoring season allowing the wells to recharge prior to the winter freeze. Although lower seasonal precipitation values can show a change in surface wells, decreased groundwater levels can amplify the lower levels in all the wells. A continual annual increase in the wells from 2012 allowed for the drop in 2020 and 2021 without having significant implications to historical groundwater levels. There are many factors that can impact groundwater levels in northern Scott County. Seasonally, the amount of snowpack and precipitation throughout the year will determine recharge levels and rates. Other factors like groundwater consumption and surface water re-direction will also impact groundwater levels. Looking forward to the 2022 monitoring season, the MNDNR is still considering sealing the Eagle Creek wells and a few of the Savage Fen wells. Depending on their monitoring needs some wells may be limited to the number of measurements available. Extending well monitoring measurements for an additional couple of months would help capture recharge values and show the most current well levels prior to the winter freeze. Continual monitoring of all the available wells in the LMRWD area will provide information on groundwater levels that can provide information on the impacts of water usage and recharge capabilities. It also tracks water levels in a valuable resource to ensure water levels remain sufficient for the soils and rare plant communities in the Savage Fens.

V. References

- Bell, John M. 2006. The Assessment of Thermal Impact on Habitat Selection, Growth, Reproduction, and Mortality in Brown Trout (*Salmo trutta*): A Review of the Literature.
- Hintz, W. D. & R. A. Relyea. 2017. Impacts of Road Deicing Salts on the Early-life Growth and Development of a Stream Salmonid: Salt type matters. Environmental Pollution. 223: 409-415.
- SEWRPC Community Assistance Planning Report No. 316. 2013. Acute Toxicity of Sodium Chloride to Freshwater Aquatic Organisms. Appendix E: 1-14.
- Minnesota Pollution Control Agency (MPCA). EDA: Guide to Typical Minnesota Water Quality Conditions.
<https://www.pca.state.mn.us/quick-links/eda-guide-typical-minnesota-water-quality-conditions>
- Minnesota Pollution Control Agency (MPCA). Minnesota's Impaired Waters List.
<https://www.pca.state.mn.us/water/minnesotas-impaired-waters-list>
- Minnesota Pollution Control Agency (MPCA). Salt and Water Quality.
<https://www.pca.state.mn.us/water/salt-and-water-quality>. Visited 6/29/2018.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 5. B. – Cost Share Application for 4624 Overlook Drive, Bloomington

Prepared By

Linda Loomis, Administrator

Summary.

The LMRWD received an application for the 2022 Cost Share program from a resident in Bloomington. The applicant is planning to install a rain garden in the front yard, which drains to the street, Coleman Lake, and the Minnesota River. The resident plans to submit a second cost share project to manage the steep slope in the backyard that drains to Overlook Lake. She has attended the Dakota County Landscaping for Clean Water and has retained the services of a landscape professional to help with the design and installation of the rain garden. She is requesting \$2,500 in cost share. The estimate of the work is more the \$5,000 so the homeowners will have more than the required 50% match.

The Cost Share application is attached.

Attachments

Cost Share application for 4624 Overlook Drive
Estimate of project costs

Recommended Action

Motion to approve Cost Share Application for 4624 Overlook Drive



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost Share Grant Application 2022

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 Buffer/shoreline restoration Conservation practice Habitat restoration

Pervious hard surface Other *↳ also planning buffer and other improvements in future phases.*

Applicant Information

Name of organization or individual applying for grant (to be named as grantee):

Gianna DaGiau

Address (street, city and ZIP code):

4624 Overlook Drive, Bloomington, MN 55437

Phone:

952-888-6186

Email address:

gianna.dagiau@gmail.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:

952-888-6186

Email address:

Project location

Address (street, city and ZIP code):

4624 Overlook Dr, Bloomington, MN 55437

Property Identification Number (PID)

30-027-24 42 00 22

Property owners:

Gianna DaGiau

Project Summary

Title *Overlook - Coleman Residential Runoff*

Total project cost *\$5527.50*

Grant amount requested *\$2500*

Estimated start date *AS soon as grant is approved.*

Estimated completion date *9/1/22*

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

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 - See attached powerpoint slides

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"/> contracted items | <input checked="" type="checkbox"/> plant list & planting plan (if project includes plants) |

Project description Describe the project, current site conditions, as well as site history, and past management. Note any potential impacts to neighboring properties.

See attached powerpoint

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

See attached powerpoint.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> improve watershed resources | <input checked="" type="checkbox"/> foster water resource stewardship |
| <input checked="" type="checkbox"/> increase awareness of the vulnerability of watershed resources | |
| <input checked="" type="checkbox"/> increase familiarity with and acceptance of solutions to improve waters | |

How does the project support the goals you checked?

See attached powerpoint

Project Details (continued)

Project 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. Computations should be attached.

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

See attached powerpoint for water runoff estimates

How will you share the project results with your community and work to inform others about your projects environmental benefit?

See attached powerpoint

Please note that by obtaining cost share funding from the Lower Minnesota River Watershed District, your project may be shared with the community through our website, social media, or other media. Your project may also be highlighted on a tour or training event, with prior notice and agreement.

Maintenance Describe the anticipated maintenance and maintenance schedule for your project.

See attached powerpoint.

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

Gianna DaGiau

Signature *Gianna DaGiau*

Date *4/15/22*

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

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

Mail the completed application to

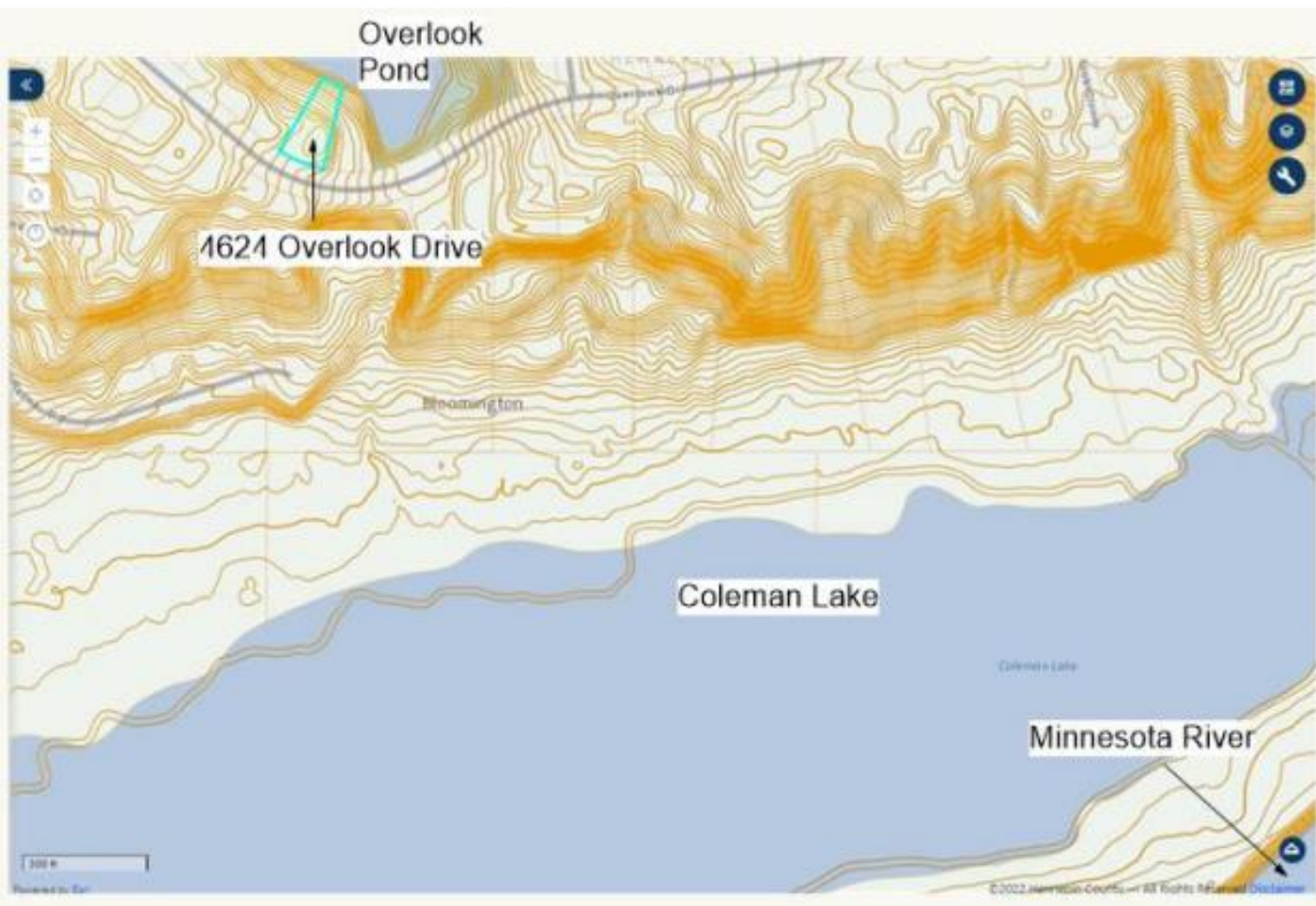
**Lower Minnesota River Watershed District
c/o Linda Loomis, Administrator
112 E. Fifth St., Suite 102
Chaska, MN 55318**

or email to:

**Linda Loomis, Administrator
naiadconsulting@gmail.com**

Project Details - Checklist

Location Map on Hennepin County Natural Resources

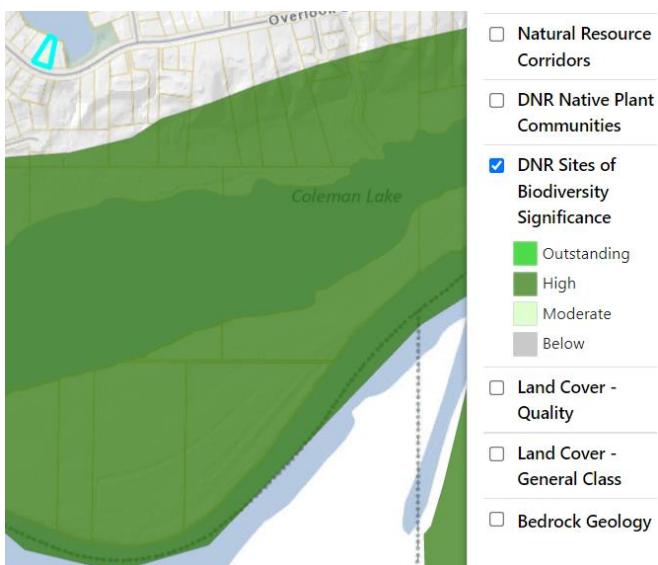
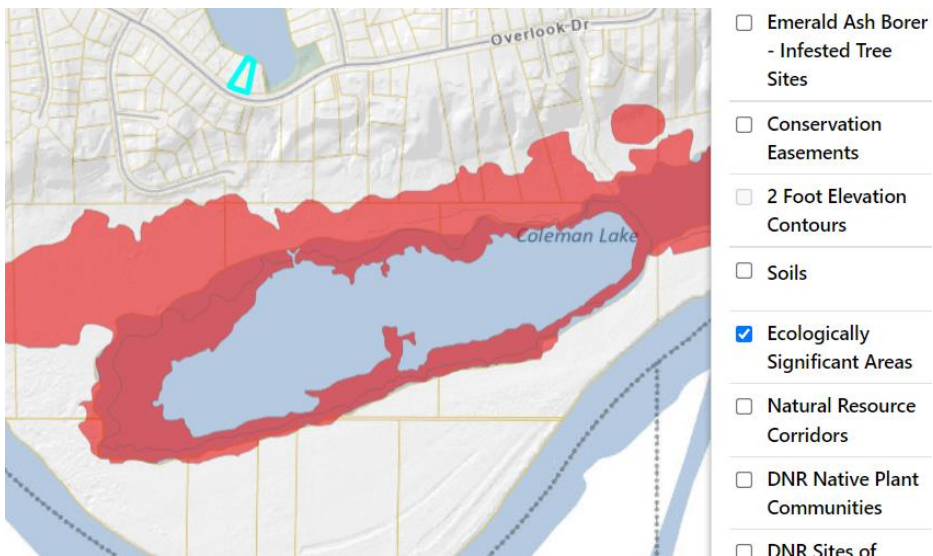
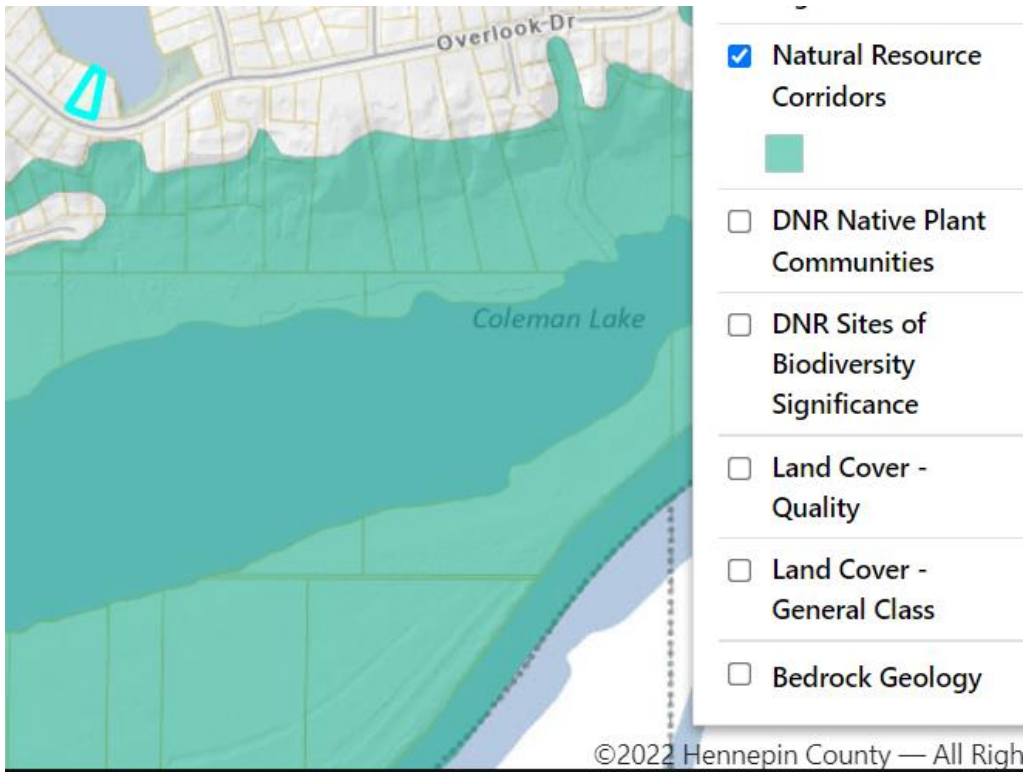




Blue house icon: 4624 Overlook Drive. Sits on a hill.

- Front yard flows downhill to Overlook Drive, which flows steeply downhill (small blue southeast arrow) to road storm drain. The storm drain flows directly down the ravine across from our house, to Coleman Lake. A second overflow storm drain further east flows into Overlook Pond.
- Backyard is on Overlook Pond, and is a steep downhill to the pond (small blue northeast arrow) , which empties via large pipe under Overlook Drive down a steep ravine to Coleman Lake (large blue south arrow). During high water, the Minnesota River and Coleman Lake become one body of water.

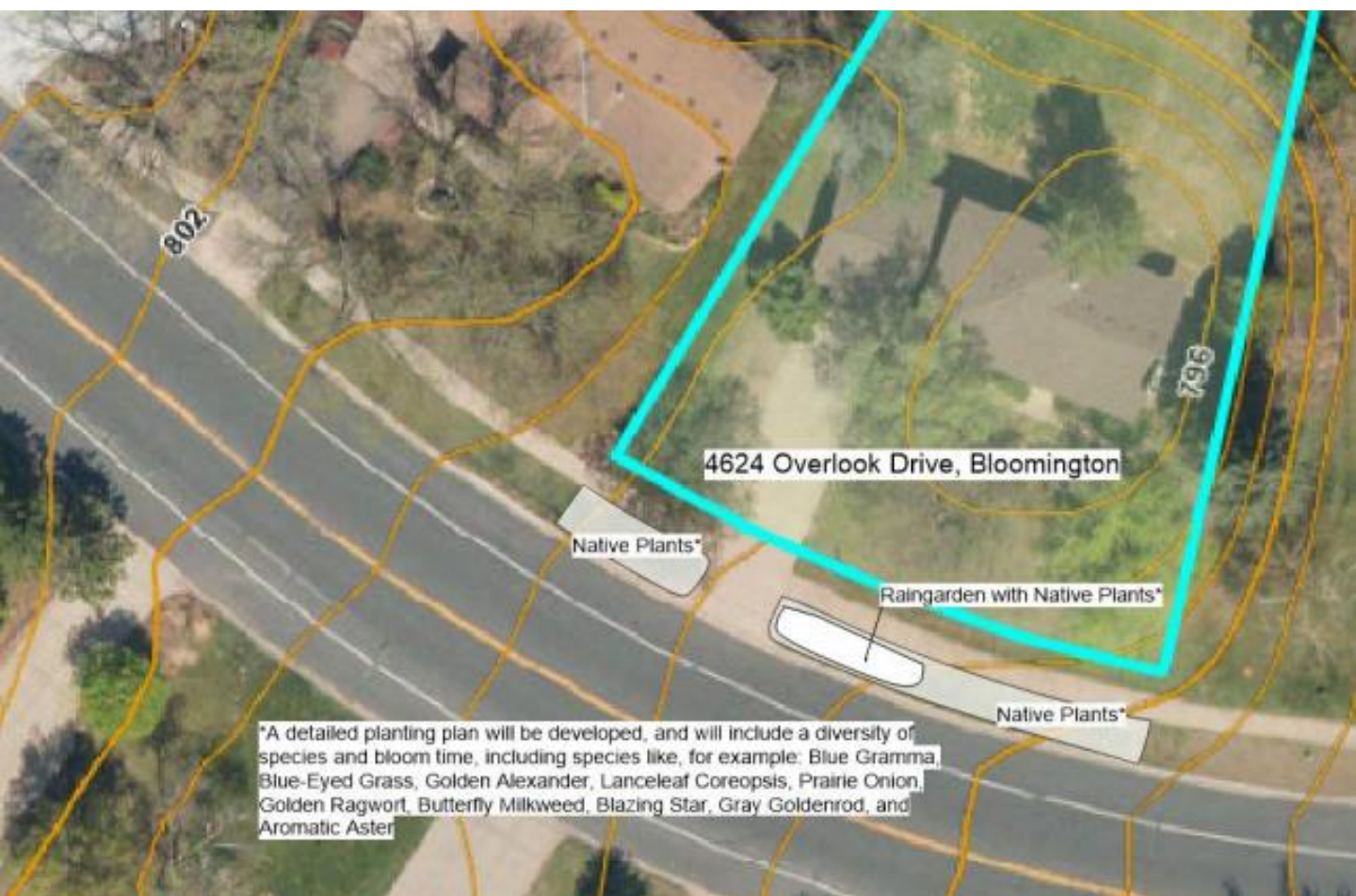
Ravine across from our house and Coleman Lake:
 Natural Resource Corridor
 Ecologically Significant
 DNR Site of Biodiversity Significance: High
<https://gis.hennepin.us/naturalresources/>



Site Plan & Design Schematic

Plant List is shown in photo below.

Planting Plan in the boulevard will be developed while we are preparing the boulevard.



Contracted Items

Timeline

Contracted Items – We do not have a contract with anyone. Pasque Ecological Design has helped us develop the plan as seen so far in this grant application but we didn't create a contract for this work.

Timeline: As soon as we have a signed grant agreement, we will begin the work, in the following order:

1. Develop detailed plan and planting plan for the boulevard/raingarden, and a plan for the oak tree placement in the rest of the garden.
2. Rent sod cutter and remove lawn from boulevard. Dig out more soil if needed for sidewalk runoff to be able to soak into boulevard.
3. Decompact soil if necessary. We will use a shovel and a penetrometer to gauge soil compaction, and measure infiltration rate.
4. Dig raingarden
5. Install 1" compost
6. Install 2" double shredded hardwood mulch
7. Install erosion control blanket
8. Wait 2 weeks and see if any weeds come up from seed bank.
9. With sod removal and mulch, hopefully no weeds will come up. But if weeds do come up from the seed bank, Organic Bob will apply an organic herbicide every 2 weeks until weed seed bank is exhausted.
10. Install plugs
11. Install plant labels and brochure box.
12. Procure and plant 4 oak trees.
13. Water and weed as needed.

Expected completion: 9/1/22.

This summer we will also be doing labor - making improvements to the property in preparation for future year(s) work, including removing stone.

Future year(s)

- Overlook Pond shoreline buffer conversion to natives
- Backyard Native plantings to cut runoff from roof and from west neighbors, and to east neighbors and into Overlook Pond
- Front yard native plantings to further minimize runoff
 - Runoff from the western front yard, starting from middle of west neighbor's yard slopes to our driveway, and runoff from our central front yard which slopes into driveway.
 - Front yard and roof runoff that runs down the boulevard sidewalk and down the east property edge hill to the east neighbors instead to our boulevard plantings.

Proof of property ownership

[Hennepin County](#) > [Property](#) > [Property information search](#) > [PINS home](#) > Address search results

Address search results

Parcel Data for Taxes Payable 2022

- [Current year taxes due](#)
- [2022 state copy](#) (used when filing 2021 M-1PR state refund)
- [View map of property](#)
- [Recent recording history](#)
- [Current year values](#)
- [Prior year taxes](#)
- [Print details](#)

This database is updated daily (Monday - Friday) at approximately 9:15 p.m. (CST)

Property tax information

taxinfo@hennepin.us
Phone: 612-348-3011
A-600 Government Center
300 South 6th Street
Minneapolis, MN 55487
M-F, 8 a.m. to 4:30 p.m.
[Map](#)

Useful links

- [Change taxpayer information](#)
- [Homestead information](#)
- [Pay property taxes](#)

Property ID number:	30-027-24-42-0022
Address:	4624 OVERLOOK DR
Municipality:	BLOOMINGTON
School district:	271
Watershed:	2
Sewer district:	
Construction year:	1960
Owner name:	GIANNA W DAGIAU
Taxpayer name and address:	GIANNA W DAGIAU 4624 OVERLOOK DR BLOOMINGTON MN 55437

Project Description

Project description

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

Note any potential impacts to neighboring properties.

The garden at 4624 Overlook Drive is currently dominated by lawn, with a few shade trees and shrubs.

Diversity is currently relatively low.

The boulevard is currently sparse, weedy, turf grass. Because it is higher than the sidewalk, it does not currently receive runoff, and runoff runs down the sidewalk and eventually to a drain that enters directly into Coleman Lake (in very large storm events it goes into an overflow drain into Overlook Pond). In winter, the sidewalk is often icy. About 200 linear feet of sidewalk west of the property runs downhill to our property and could potentially drain into our boulevard, with re-grading. In a heavy rain, a torrent of water rushes down the sidewalk.

Site History and Past Management: Homeowners:

We knew nothing about runoff and native plants until Gianna came across a youtube video and started diving into the topic.

Up until then, across our entire property we used high maintenance lawn practices that are standard in our neighborhood. The result is that the high maintenance turf inputs runoff from our west neighbors to us, we add to it, and send it off to the road storm drain, Overlook Pond, or our neighbors to the east, who add to it and send it mostly to Overlook Pond.

“Hell strip” is a good way to describe our boulevard, and our management of it.

- Multiple times it has become so weedy that we ripped up the sod and started over, which meant applying starter fertilizer.
- Because it slopes southward like a solar panel, it requires a lot of watering, and with our sprinklers we seem to mostly water the sidewalk strollers and road bicyclists.

Note: in the meantime while we work to minimize turf and cut runoff, we are migrating to low maintenance lawn practices everywhere else in our lawn and hand digging weeds.

Project description

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

This project will remove the existing weedy lawn and lower the boulevard grade so that it can receive runoff from the sidewalk and areas (garden, roof, driveway) that drain onto the sidewalk. The boulevard will be planted with a diversity of low growing native wildflower plugs in a matrix of blue grama plugs. Native plants, which are adapted to harsh growing conditions, will grow better here than lawn. Their deep roots will hold soil in place better and infiltrate more stormwater.

Native plants will also provide habitat and food for wildlife, including many pollinators. Artistic design with native plants will also be more aesthetically pleasing for passers by. Staggered bloom times will create a visually dynamic landscape, and provide food for pollinators throughout much of the growing season.

Where shown on the schematic plan, a depression will be created to collect and infiltrate the large amount of runoff that flows here from the driveway, roof, sidewalk, and neighbor's lot. Because this area has very sandy soil, we believe it is an excellent opportunity for a raingarden, and expect it will rapidly infiltrate large volumes of runoff.

Moreover, because this area otherwise drains directly to a drain that runs into Coleman Lake, we have an opportunity to directly impact Coleman Lake and the Minnesota River here by intercepting runoff before it drains into the drain to Coleman Lake.

We will also develop a landscape master plan to strategize how best to use our whole garden to infiltrate and clean stormwater runoff, maximize wildlife habitat, maximize aesthetics and regional identity, store carbon and address climate change, and plant to minimize heat island effect and home energy use, while also minimizing maintenance, mowing, irrigation, and chemical use. The landscape master plan will include a turf to prairie conversion in the backyard, a buffer/shoreline planting along Overlook Pond, turf to native plant conversion in the front, which will be installed in future years/phases. The plan will also strategically locate 4 new oak trees to maximize stormwater and energy/climate change reduction benefits. Stormwater benefits of trees include interception, evapotranspiration, and infiltration. As a keystone species, oaks support many ecological processes, connections, and pollinator species. The oaks will be planted this year.

Project Benefits Maintenance

Project Benefits

Runoff calculations

- 2 foot elevation contours
<https://gis.hennepin.us/naturalresources/>

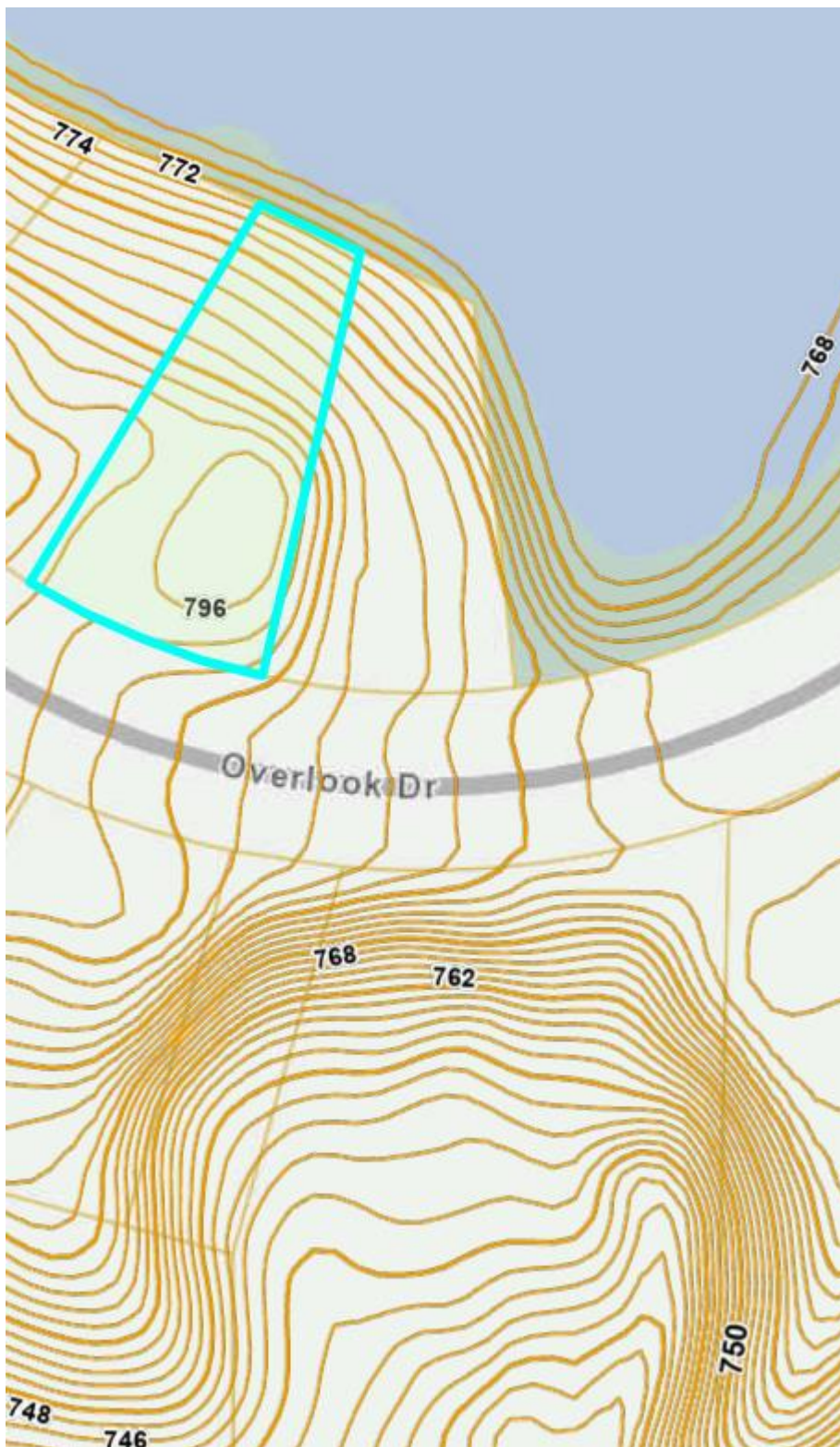
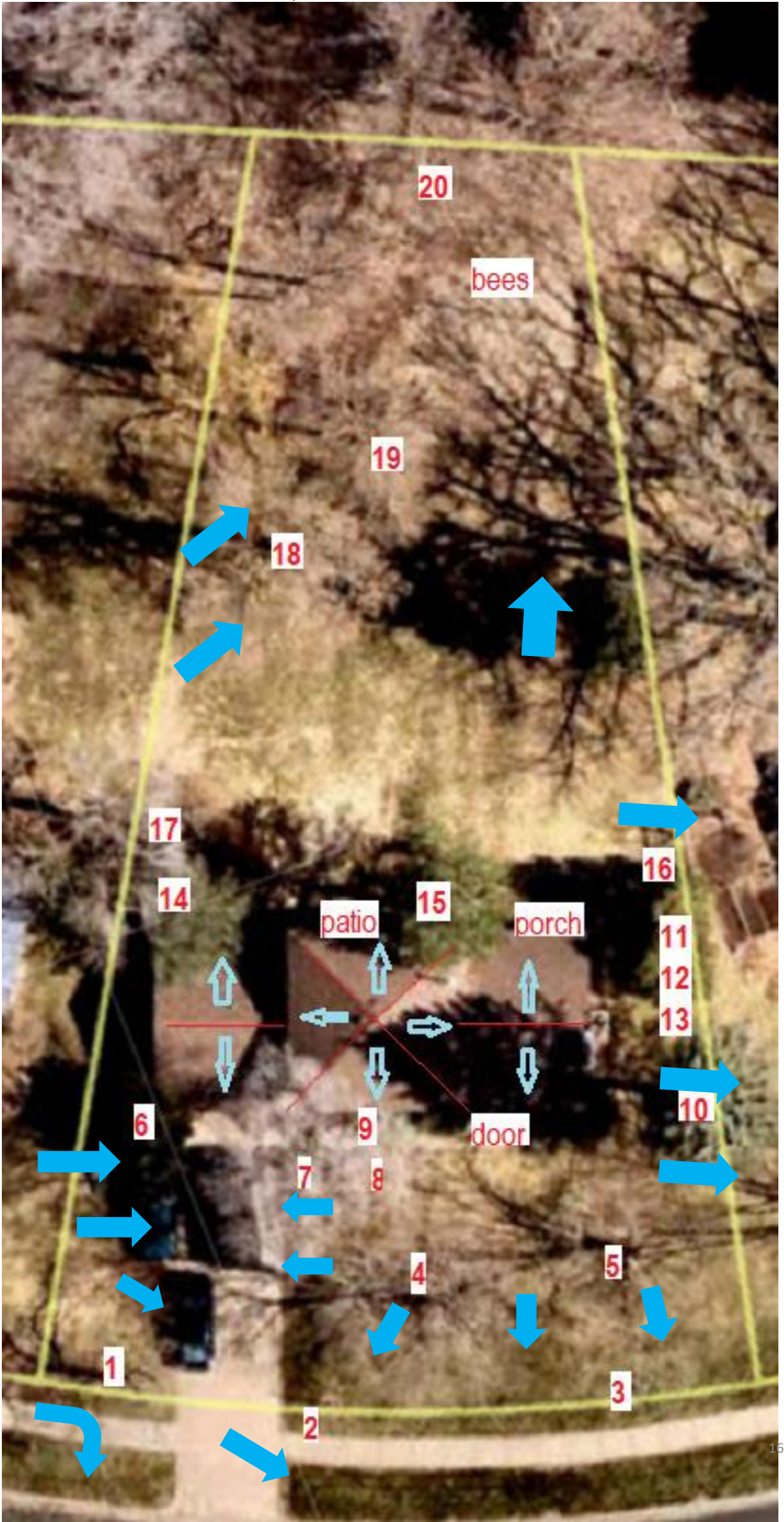


Photo Rotated to run North-South



Water poured while facing northwest reverses direction and flows southeast to the eastern edge of the driveway.

Even in the boulevard sidewalk area, it flows east to the beginning of the east boulevard (where the entrance to the raingarden will be) rather than straight out to the road*.

* During heavy rain excess water may bypass the raingarden entrance and go to the road, and additional yard plantings next year will help minimize that.



Runoff – calculations by homeowner

Whole Property current annual runoff and eventual runoff reduction:

- 200' x 100' (average of front and back property lines) = 20,000 sq feet
 - Impervious surfaces = 4000 square feet
 - House roof (23.5' garage + 23.5 bedroom level +21 living room) x 28.5 depth = 1938 sq feet
 - House sidewalk = 3' x (23.5+21) + 2 x 28.5 = 190
 - Driveway 67' x17 = 1139
 - Boulevard sidewalk = 4.5' x 150 = 675
 - Back porch and patio = about 100
 - Compacted lawn: 20,000 – 4000 = 16,000 sq feet
- Runoff, today's annual estimate = 296,208 gallons. This uses Dakota County's Landscaping for Clean Water Intro course assumptions: 30" annual precip; Runoff rates of 100% for impervious (course example: 1000 sq ft driveway and 1 inch rain yielded 617 gallons runoff) and 74% for compacted lawn (the lawn portion example: 8390 sq ft and 1 inch rain yielded 3880 gallons runoff).
 - Impervious surfaces
 - 4000 sq ft x 30/12 annual precipitation in feet x 7.48 gallons/cubic feet = 74,800 gallons
 - Runoff at 100% = 74,800 gallons
 - Compacted lawn
 - 16,000 sq ft x 30/12 annual precipitation in feet x 7.48 gallons/cubic feet = 299,200 gallons
 - Runoff at 74% = 221,408 gallons. Note: We have the advantage of sandy soil, but we have the disadvantage that just about all of the yard is slope, much of it steep. Much of the runoff into the driveway is coming from the west neighbor's high maintenance lawn which is not included in this portion of the calculation.
- Runoff reduction: Our goal with the whole yard master plan over the next few years is to reduce it as much as possible. Per the Dakota County course, in the case of 100% natural cover runoff is 10% of total precipitation, which I suspect is a lower bound.
 - 20,000 sq ft * 30/12 annual precipitation in feet x 7.48 gallons/cubic feet = 374,000
 - 10% total runoff = 37,400 gallons
 - Runoff max reduction = today's 296,208 gallons – future's 37,400 gallons = 258,808 gallons

The grant for **this year's work** targets the runoff from the boulevard sidewalk and driveway. (It also plants oak trees to get an advance start on their growth, but I am not considering them here).

- Runoff from roof to driveway
 - Bedrooms' Hip roof (23.5 x 28.5) run off onto front half of garage roof = 0.5 (southern half) * 0.25 (west facing quarter) * (23.5 x 28.5) = 84 square feet
 - Garage roof front half = 0.5 * (23.5 x 28.5) = 335 sq ft
 - Total = 84 + 335 = 419 sq ft
- Rainfall directly onto driveway = 67 x17 = 1139 sq ft
- Sidewalk sloping down to our property from the west 200x4.5 feet = 900 sq ft. This portion of the sidewalk is not on our property but contributes significantly to the runoff off our driveway and into the street, so if it is stopped it will be by the boulevard plantings.
- Total impervious surface runoff = 2458 sq ft * 30/12 * 7.48 gallons = 46,000 gallons. We expect the boulevard native plantings and raingarden to absorb a good portion of this, depending on precipitation rate at any one time.
- Compacted lawn runoff: Approximately 1/3 of front lawn between driveway and east property line slopes down to the boulevard sidewalk 57 ft x 100ft *1/3 = 1881 sq ft. x 30/12 annual precipitation in feet x 7.48 gallons/cubic feet x 74% = 26,000 gallons. A portion of this runoff, plus roof runoff, will cross the sidewalk into the boulevard native plantings (as opposed to running down the sidewalk to the east neighbors).
- Additional front yard runoff to be targeted in another year with front yard native plantings not included here:
 - Runoff from the western front yard, starting from middle of west neighbor's yard slopes to our driveway, and runoff from our central front yard which slopes into driveway.
 - Front yard and roof runoff that runs down the boulevard sidewalk and down the east property edge hill to the east neighbors instead to our boulevard plantings.

Project Benefits

How will you share the project results with your community and work to inform others about your projects environmental benefit?

The goal in starting with the boulevard is that it is the most visible part of our property. We want to see the work that we are doing be multiplied throughout our neighborhood, including all the neighbors that live around Overlook Pond and on the Minnesota River side of Overlook Drive.

Ours is the only public sidewalk for everyone who lives around Overlook Lake. There is no Overlook Dr. public sidewalk on its south side, so everyone along the MN River also walks our sidewalk.

Because we see many pedestrians on this sidewalk every day, we believe this is an excellent opportunity to educate those who walk by about stormwater runoff, water quality, and native plants.

We aim for our garden to become a local teaching example of a sustainable garden, including the above listed goals, and thereby inspire others to follow suit.

We are planning to include nice looking signage (from perhaps Wild Ones) and free “take one” brochures.

When we install natives throughout our property in the next phases, backyard tours will be welcome, and especially encouraged for our neighbors who back up to Overlook Pond.

Maintenance

Describe the anticipated maintenance and maintenance schedule for your project.

Plants will be watered as needed. Unless it rains an inch a week, the plants will be watered every 2- 3 days the first month or so (will check soil to see if watering is needed), then once a week for about a month, then only if there is an extended drought.

Soil and plant health will be monitored closely to evaluate if more or less watering is needed.

Weeds will be pulled as needed.

Erosion control blanket and raingarden entrance and exit will be checked for erosion and undercutting after every major storm.

Labor Costs						
Service provider	Task	# hours	Rate/ hour	Requested funds from LMRWD	Matching /in kind funds	Total cost
Homeowner	Pick up sod cutter, remove sod, and decompact soil if necessary	16	\$18.00		\$288.00	\$288.00
Homeowner	Dig raingarden	16	\$18.00		\$288.00	\$288.00
Homeowner	Source and pick up plants from nurseries	4	\$18.00		\$72.00	\$72.00
Homeowner	Shop for oak trees and plant oak trees	5	\$18.00		\$90.00	\$90.00
Organic Bob	Spray organic herbicide to kill weeds that come up from seed bank after sod removal and before planting if needed	6	\$50.00	\$300.00		\$300.00
Homeowner	Install plants, erosion control blanket, compost, mulch, fence	30	\$18.00		\$540.00	\$540.00
Pasque Ecological Design	Design raingarden and boulevard	4	\$90.00	\$360.00		\$360.00
Pasque Ecological Design	Assist with brochure, educational materials	2	\$90.00	\$180.00		\$180.00
Pasque Ecological Design	Lay out plants, spray paint location of raingarden, assist with sourcing plants and materials (erosion control blanket, mycorrhizae, etc)	4	\$90.00	\$360.00		\$360.00
Total				\$1,200.00	\$1,278.00	\$2,478.00

Material Costs

Project Materials	Unit cost	Units	Total # units	Requested Funds	Matching Funds	Total cost
Rent sod cutter	120	day	1	\$120.00		\$120.00
Mycorrhizae	100		1	\$100.00		\$100.00
Soaker hoses	20		4	\$80.00		\$80.00
Plugs	1.5	each	900	\$1,350.00		\$1,350.00
2 GAL Oak Trees	25	each	4	\$100.00		\$100.00

5 GAL 2 to 4 inch diameter field stone at the inlet and outlet of the raingarden	1	lump sum	50	\$50.00		\$50.00
Erosion Control Blanket and fasteners	1	lump sum	1	\$200.00		\$200.00
2" Double Shredded Hardwood Mulch for boulevard and oak trees	30	cy	6	\$180.00		\$180.00
1" Compost	25	cy	2.5	\$62.50		\$62.50
Compost and mulch delivery	150		1	\$150.00		\$150.00
Temporary Plant Protection Fence around boulevard and oak trees	40	per 50 lf	6	\$160.00		\$160.00
Temporary Plant Protection Fence Stakes	2	each	60	\$120.00		\$120.00
Organic Herbicide to kill weeds that come up from seed bank after turf removal and before planting if needed	100	lump sum	3	\$300.00		\$300.00
Plant identification signs	10	each	3	\$30.00		\$30.00
Brochure box and pole	1		47	\$47.00		\$47.00
Total				\$3,049.50	\$0.00	\$3,049.50
			TOTAL	\$4,249.50	\$1,278.00	\$5,527.50



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 6. A. – Legal & Technical Services

Prepared By

Linda Loomis, Administrator

Summary.

In accordance with MN Statute 103B.227 Subd. 5. “a watershed management organization shall at least every two years solicit interest proposals for legal, professional, or technical consultant services before retaining the services of an attorney or consultant or extending an annual services agreement”. The LMRWD published notice that it was accepting proposals for legal and technical services in the State Register on February 14, 2022 and again on February 22, 2022. It was also posted on the LMRWD website. The deadline to submit proposals was close of business, Wednesday, March 16, 2022.

The LMRWD received one proposal to provide Technical Services from Young Environmental Consulting Group, LLC.

No proposals were received to provide legal services. Since no proposals were received the LMRWD can extend its agreement with Rinke Noonan. I consulted current legal counsel, John Kolb of Rinke Noonan, and asked if Rinke Noonan is willing to continue as legal counsel. He indicated that they are willing to continue as legal counsel for the LMRWD and has provided a new agreement for legal services.

The proposal from Young Environmental Consulting Group, LLC is attached for the Board’s information and an agreement for legal services 2023-2024 is also attached.

Attachments

Proposal from Young Environmental Consulting Group, LLC
Legal Services Agreement from Rinke Noonan for 2023-2024

Recommended Action

Motion to authorize drafting of agreement for technical and engineering services with Young Environmental Consulting Group, in consultation with legal counsel

Motion to approve agreement for legal services commencing January 1, 2023, and ending December 31, 2024 with Rinke Noonan and authorize execution of agreement by President Hartmann

PROPOSAL FOR DISTRICT ENGINEER AND TECHNICAL SERVICES 2022—2024

March 16, 2022

PREPARED FOR:

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

PREPARED BY:

Young Environmental Consulting Group, LLC
6040 Earle Brown Drive, Suite 306
Brooklyn Center, MN 55430



LOWER MINNESOTA RIVER
WATERSHED DISTRICT



Young Environmental Consulting
Group, LLC

March 16, 2022

Ms. Linda Loomis
Lower Minnesota River Watershed District
112 East Fifth Street, Suite 102
Chaska, Minnesota 55318

RE: Proposal for District Engineer and Engineering and Technical Services for 2022–2024

Dear Ms. Loomis:

Thank you for the opportunity to submit our proposal and qualifications to provide district engineer and engineering and technical services to the Lower Minnesota River Watershed District (District) between 2022 and 2024.

In 2018 the District took bold steps through its watershed management plan (WMP) to focus its funds on protecting groundwater-fed resources, preserving beautiful Minnesota River bluffs from development and erosion and restoring confidence in the District that was lost by years of focus primarily on the dredge site. Today, the benefits of those steps you took are being seen through partnership with the Minnesota Department of Natural Resources on calcareous fen and trout streams management and in the cities of Burnsville, Chaska, and Eden Prairie on streambank and bluff erosion stabilization. The Young Environmental Consulting Group, LLC (Young Environmental), team has enjoyed collaborating with the District on WMP- and mission-driven projects and programs over the past several years. It has been extremely gratifying to have an organization like yours trust us so completely; we ask for your continued confidence for the next two-year cycle. We have assembled an experienced team of professionals with not only a historical perspective but also the technical knowledge and capability to continue providing the full-service engineering, technical, and planning services you have grown accustomed to receiving. A presentation of our team's qualifications, experience, and rate schedule is attached.

Our team provides the following key benefits:

1. **Experienced District Engineer:** Our team has an experienced district engineer in Kathleen “Katy” Thompson. Since joining Young Environmental, Katy, a State of Minnesota-registered professional engineer and certified floodplain manager, has coordinated the online permitting application process, managed project reviews, and coordinated capital projects for the District, including conducting the gully inventory assessments with interns, Spring Creek and Area 3 modeling, and making recommendations for the 2022 Rule update.
2. **Proven Approach:** Our approach emphasizes proactive project management and early coordination with agencies to identify concerns and weekly coordination meetings with the District's administrator to provide status updates on projects and address new requests. These methods will lead to the early identification of any surprises and provide ample time to resolve them without serious schedule or financial implications.
3. **Quality:** Before any draft memos, reports, permits, or construction documents leave our offices, they undergo both technical and editorial reviews. Excellence through providing high-quality products is a core company value and the reason for our quality process.

Thank you again for the opportunity to submit our proposal to continue the work we started with the District. If you have any questions regarding our composition or qualifications, please contact me at (651) 249-6974 or della@youngecg.com.

Sincerely,



Della Nyondi Schall Young, PMP, CPENC
Principal/Owner

Company Profile and Contract Administration

Young Environmental is a State of Minnesota Unified Certification Program-certified, Central CERT Certification Program-certified, woman- and minority-owned, disadvantaged small-business enterprise and State of Minnesota-certified targeted group business consulting firm headquartered in Brooklyn Center, Minnesota. Founded in 2016, the firm specializes in program management, water and natural resources management and planning, water resources engineering, stormwater and environmental compliance and permitting, and stakeholder engagement. Our passionate, highly skilled team of professionals will work with you to develop strategies and create products through our values, collective knowledge, and practical experience.



Our Values: Integrity + Excellence + Collaboration + Grace

We show our *integrity* by respecting and honoring our commitments. Young Environmental is steadfast and unwavering concerning project guidelines and outcomes. We explore options and work with our clients and partners to achieve the best results possible through our passion for environmental stewardship. Our scientific experience and expertise position us for *excellence* in every project we complete. We are directly involved in every step of the project development process, and we demonstrate *collaboration* through thoughtful facilitation, straightforward communication, and attention to detail. We are dedicated to stewardship and respect everyone's resources. Our focus is more than the task at hand—our team shows *grace* with one another and with each client, partner, and community as we explore natural, financial, and personnel resources.

Young Environmental brings many benefits to the District, including the following:

- Strong track record of service to the District since 2016
- Knowledge of the District's unique resources; rich history; and complex local, state, and regional water and natural resources regulatory environment
- Proven approach to administering and servicing the engineering and technical services contract, as outlined below

Contract Administration

Critical elements for successful management and execution of the District's engineering contract are experienced project management, technical excellence, and quick response to District requests. In her role as principal consultant, Della Schall Young will be responsible for working with the District's administrator and board of managers to set contract terms, task orders, and other administrative activities. After a contract has been executed, Della and the Young Environmental team will work with the District's administrator to develop a work plan for every project requested. The work plan will highlight project tasks and their respective objectives, deliverables, timeline, and budget. This structure provides the District with a single responsible and accountable point of contact.

Quality Assurance/Quality Control (QA/QC)

Young Environmental maintains a comprehensive QA/QC process to ensure we deliver high-quality work products. As part of the work plan development process, Della and Katy Thompson, the latter in her role as district engineer, will identify reviewers and coordinate the completion of QA/QC reviews. An internal technical professional completes the first review to confirm the clarity, completion, and technical accuracy of the content. Our third-party proofreaders complete the second review to ensure the final deliverable is free of grammatical errors, typos, and other inconsistencies. We take all reports and deliverables through this multistep QA/QC process to maintain the District's knowledgeable and credible reputation.

Conflict of Interest Policy Statement

We understand that real and perceived conflicts of interest may arise during projects for cities within the District or with its partners. Young Environmental will proactively review opportunities. Upon discovery of anything that may affect our performance on a project, we will immediately notify the District's administrator and take steps to resolve the conflict.

Key Personnel and Qualifications



Della Schall Young, PMP, CPESC, CTF

Role: Principal Consultant

Della is a practicing hydrologist and stakeholder engagement professional with 25 years of stormwater management, watershed planning, and water quality modeling project experience. She is a certified professional in erosion and sediment control (CPESC) and a professional project manager (PMP) who uses her expertise to manage and coordinate efforts for Municipal Separate Storm Sewer System (MS4) stormwater management programs; construction erosion, sediment, and stormwater management compliance and inspections; U.S. Army Corps of Engineers feasibility studies; and watershed districts and watershed management organizations. She is a skilled and certified facilitator who generates consensus in both agreeable and disagreeable settings, including facilitating the District's stakeholder processes for the watershed management plan (WMP), developing rules, and conducting numerous other interactions with District partners.

Education: BS, MS, Water Resources Science and Water Quality

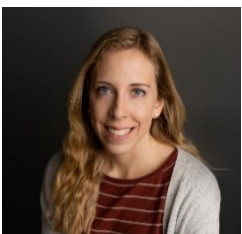


Katy Thompson, PE, CFM

Role: District Engineer

Katy is a Minnesota-registered professional engineer (PE) and a certified floodplain manager (CFM) with 19 years of experience in water resources design with municipal, watershed, state, and federal clients. She has served as the Lower Minnesota River Watershed District (LMRWD) district engineer since joining Young Environmental in 2020. She has worked closely with the administrator and Della to manage capital improvements projects, such as East Chaska Creek; completed numerous studies, including the Spring Creek Hydrologic Study; and managed the District's permit program. Having worked in the public sector at both state and federal levels before joining the private sector, she has experience navigating the regulatory requirements for construction and developing creative solutions to complex water resource challenges. Her background includes extensive hydrologic and hydraulic modeling of urban and rural storm drainage systems to support infrastructure and regional watershed planning projects. She recognizes the need for close coordination between watershed districts and local municipalities, having worked closely with the Rice Creek Watershed District on behalf of the Tier II Cities of Hugo and Circle Pines.

Education: BS, Civil Engineering, and BA, Environmental Engineering



Hannah LeClaire, PE

Role: Project Engineer

Hannah is a Minnesota-registered PE with six years of experience in water resources site design and modeling. She has worked with complex hydrologic and hydraulic models to support watershed management, drainage improvement, and stormwater management. She brings a wealth of knowledge in civil design and plan preparation, specializing in ecological, habitat, and stream restoration. Hannah is an enthusiastic, dependable collaborator who eagerly contributes to the team's efforts to deliver high-quality products. She believes in building strong partnerships with all project stakeholders to bring innovative solutions to life.

Education: BS, Bioproducts and Biosystems Engineering, emphasis in ecological and environmental engineering



Jen Dullum

Role: Education and Outreach Coordinator and Natural Resources Scientist

Jen brings over 20 years of experience in public and private works to the District. She has spent much of her career coordinating natural resource programs. Jen is experienced in stormwater management, including MS4 permitting, inspection, and public education. She developed and implemented the City of Farmington’s NPDES Phase II permit for over 14 years and adapted programs and permitting through iterations of the General Permit for Small MS4. Since early 2021, Jen has managed the education and outreach program for the District. She has led the development of the Citizen Advisory Committee (CAC) and social media campaigns as well as managed the creation of interpretive signage and educational handouts. She continues to engage with local schools and governmental and nongovernmental organizations to develop long-term programs and partnerships while updating the District’s cost share program and website.

Education: BS, Natural Resources and Environmental Studies



Lan Tornes

Role: Natural Resources and Water Resources Scientist

Lan has over 30 years of experience in the physical and natural sciences. As a natural resources scientist, he has strong leadership and technical field skills from years of leading complex studies at the US Geological Survey. Using his experience, Lan has compiled years of data on the trout streams and calcareous fens within the District to produce comprehensive documents that outline the history of these high-value resources and provide recommendations for future actions to meet District and state natural resource agencies’ management goals.

Education: BS, Biology and Chemistry

Internship Program

Young Environmental annually hires college students as summer interns to train the next generation of employees, stay true to our foundational value of stewardship, and supplement our staff. We strive to provide students with meaningful internships in environmental engineering and water resources sciences, so they gain technical and applied experience through mentoring. We empower our interns to confront challenges and present new ideas by fully using their skills, and we give them the responsibility and freedom to own their internships and present their work approach to our clients. At the end of each season, our interns are expected to provide an update to our team and clients on their completed work and lessons learned.



Gully Inventory, 2020

Interns at Work: Geomorphic Assessment, Gully Inventory and Condition Assessment:

Young Environmental has worked with summer interns from the University of Minnesota to help the District achieve project goals on a lean budget and provide mentorship opportunities to the next generation of natural resources professionals. In 2019, our interns led the development of the District’s Geomorphic Assessment of Trout Streams study. They conducted field visits to the District’s trout streams, documented the geomorphology, and wrote a draft report summarizing their findings and conclusions. In 2020 and 2021, our interns surveyed and assessed the condition of more than 500 gully locations using iPads equipped with Survey123. They highlighted hot spots within the watershed with the most severe erosion and used the collected data to prioritize the gullies for future restoration opportunities.

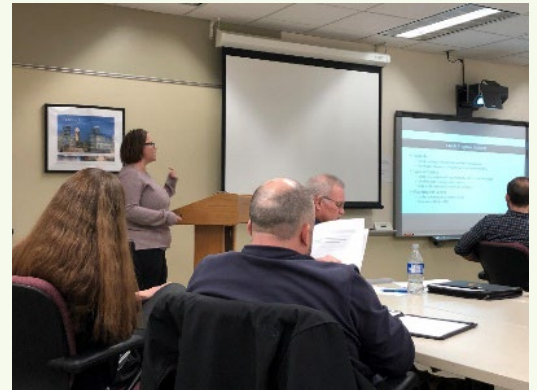
Summary of Qualifications

Watershed, Subwatershed, and Water Resources Management and Planning: Our team includes professionals with a rich history and experience in planning and managing water and natural resources, policies, strategies, and enforcement activities on behalf of water management organizations (WMOs). Young Environmental guided the District through the development and amendment of its Third Generation Watershed Management Plan (WMP) and two subsequent amendments as well as through the development of the District’s first set of governing rules and complementary permitting program. Young Environmental has also worked with the cities of Minneapolis and St. Louis Park to implement WMO requirements. We have worked with WMOs and cities and understand the strengths, weaknesses, opportunities, threats, and challenges facing them. The following projects and plans highlight some of our recent work:

- Illicit Discharge Potential Mapping Project, Capitol Region Watershed District (CRWD)
- Stormwater Ordinance and Utility Credits Program Update, City of Minneapolis
- Board Retreat and WMP Kickoff, Mississippi Watershed Management Organization
- Surface Water Management Plan, City of St. Louis Park
- MS4 Stormwater Pollution Prevention Program, City of St. Louis Park
- 10-Year WMP, Richfield-Bloomington Watershed Management Organization
- Third-Generation WMP Amendment, LMRWD

City of Minneapolis Stormwater Ordinance Stakeholder Presentation and Discussion Session:

Following its surface water management plan, governing watershed management organizations required Minneapolis to update its official controls, specifically City Code Chapter 54 (Storm Water Management). To do so, Minneapolis retained Young Environmental to assist in managing the Chapter 54 update project and companion stormwater utility credits program and in providing stakeholder engagement services. Young Environmental’s project management services included helping review and select a consultant to complete a national benchmarking study. We also developed the draft ordinance language and the technical findings report that summarized the entire project as well as documented the science-based decisions made during the project. Young Environmental developed an adaptive stakeholder engagement plan as well as facilitated interdepartmental partner meetings and community and technical advisory partner meetings, during which stakeholders discussed proposed changes to Chapter 54. We solicited and incorporated input and then presented the final products to stakeholders and Minneapolis leadership. Minneapolis’s council approved and implemented the ordinance in January 2022.



Lake, Wetland, and Streambank Restoration and Management: Young Environmental has implemented a variety of techniques in rural and urban riparian environments to stabilize, restore, and protect lakes, fens, wetlands, streams, and rivers. Services provided have included ecosystem restoration, flood control, erosion repair, and property protection. Examples of our work are listed below:

- Calcareous Fens Sustainability Gaps Analysis for Carver, Dakota, and Scott Counties, LMRWD
- East Chaska Creek Restoration Project, LMRWD
- Sustainable Lake Management Plans, LMRWD
- Trout Streams Geomorphic Assessment, LMRWD



Calcareous Fens Sustainability Gaps Analysis for Carver, Dakota, and Scott Counties:

Calcareous fens are rare wetlands designated as high-value resources within the District. To understand, preserve, protect, and restore these unique natural resources, Young Environmental reviewed and analyzed past projects; monitored data and observations in partnership with the Minnesota Department of Natural Resources and the Metropolitan Council to identify gaps in existing information; suggested needs for enhanced data collection

and information; and outlined a long-term, comprehensive plan for monitoring Gun Club Lake North Fen, Gun Club Lake South Fen, Nichols Meadow Fen, Black Dog Lake Fen Complex, Savage Fen Complex, and Seminary Fen. Our findings and recommendations included adding, relocating, and decommissioning monitoring wells; incorporating geochemical samplings; purchasing private land with redevelopment potential; and completing vegetation surveys, recharge area analyses, and management plans for each fen as data collection was completed.

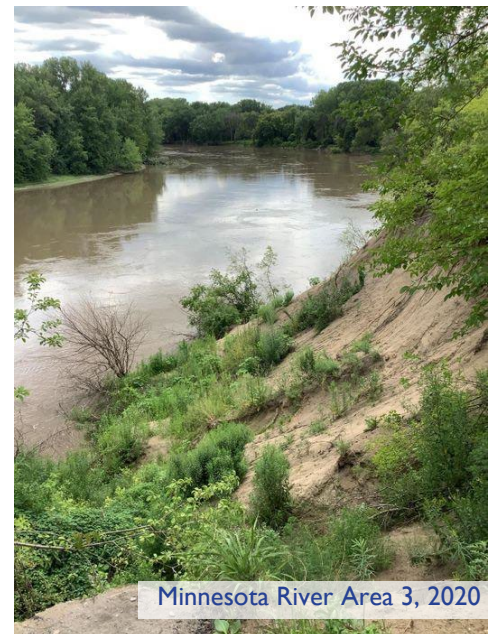


Black Dog Fen Complex, 2020

Hydrologic, Hydraulic, and Water Quality Modeling and Analysis:

Hydrologic, hydraulic, and water quality modeling and analysis are critical components of many of our projects that aim to understand the potential effects of proposed land-use changes on downstream and adjacent water resources and sensitive environmental resources. We have been involved with hydrologic, hydraulic, and water quality analyses as well as floodplain management efforts for many WMOs, municipalities, and state and federal agencies. Project sizes have ranged from small watershed streams to large, complex urban systems. Consequently, we have experience with various water quality, hydrologic, and hydraulic modeling programs, including XPSWMM, HECRAS, HECHMS, PCSWMM, HydroCAD, ArcSWAT, and P8. We work with our clients to evaluate and select the model(s) that best meets a project's specific needs. The following endeavors highlight our project experience:

- CSAH 78 Letter of Map Revision, Dakota County
- Pond Assessment and Climate Action Plan, Hennepin County
- Surface Water Management Plan, City of St. Louis Park
- Spring Creek Hydrologic Review, LMRWD



Minnesota River Area 3, 2020

Area 3 Minnesota Riverbank Stabilization Project: The District has been monitoring an area of severe erosion on the Minnesota River in Eden Prairie since 2008. Recently, the District asked Young Environmental to collate field data collection, monitor slope movement, and identify surface water runoff sources that may exacerbate the erosion and bluff stability in the failure area. In close coordination with the City of Eden Prairie, Young Environmental completed a feasibility study to collect additional bathymetric and field data, evaluate design options to stabilize the slope, reduce sediment entering the Minnesota River, and protect the private residents atop the river bluff. The study included a hydrologic analysis of the bluff area using HEC-HMS to quantify the surface runoff contributions, a review of previous proposed designs, a 2020 condition assessment of the failed slope, and grant writing. As the project moves to the Minnesota legislature for bonding, Young Environmental is providing project management, stakeholder coordination, revised hydraulic analysis, and permitting to develop the final design plans so that the project will be ready for construction when the District receives funding.

Urban Stormwater BMP Design and Construction Management: Our team’s experience with stormwater management services encompasses stormwater drainage studies, master plans, and the planning and design of stormwater control facilities. Our staff has assisted government- and private-sector clients by developing management and funding plans that result in coordinated, prioritized responses to complex demands for managing urban stormwater systems. We draw upon our previous experiences, company-wide résumés, and industry resources to generate site-specific designs for innovative infrastructure improvements, BMP design, and construction management. We believe having this breadth and depth of experience on large, complex projects is rare and sets us apart. Project examples include the following:

- Vernon Avenue Dredge Site Improvements and Construction, LMRWD
- East Chaska Creek Restoration, LMRWD
- Hennepin County Stormwater Pond Assessment and Climate Action Plan, Hennepin County

Underground Stormwater Management Systems Research Project for City of Saint Paul: Following completion of the Central Corridor Green Line Light Rail Transit Project and other projects, the City of Saint Paul discovered that over a two-year period, 84 percent of the redevelopment sites along the Central Corridor required stormwater management BMPs to be placed belowground. The city also identified multiple challenges associated with determining the up-front financing, cost allocation, and stormwater fund recovery for these underground stormwater management systems (USMS). Acknowledging the challenges, Saint Paul applied for and received a grant from Living Cities and the Citi Foundation to explore financing models for shared, stacked green infrastructure systems. As a result, Saint Paul retained Young Environmental to provide research assistance for answering one question: “What were the USMS furnish-and-install costs per treated area or volume for constructed BMPs in St. Paul between 2012 and 2015?” To answer this question, Young Environmental staff reviewed project narratives, permit packets, and construction plans from a list of 436 projects Saint Paul had furnished. Young Environmental requested information from the CRWD and solicited USMS costs from civil design firms and construction contractors to determine the average cost for USMS was \$3.02 per sq. ft. and \$2.23 per sq. ft. for rate-control projects that disturbed areas less than or greater than one acre, respectively, and the average cost for the USMS was \$19.31 per cu. ft. for water-quality treatment.

Water Resources Permitting: We have extensive experience assisting the District and other watershed management organizations with developing and administering their water resource permit-review programs. As the district engineer and technical consultant to the District, Young Environmental reviews and approves state transportation projects, municipal permit applications, and individual projects in unincorporated areas. The District adopted rules for the first time in 2020, and Young Environmental worked in tandem with District staff to develop the rule language and roll out the new permitting program to the District’s municipal partners. We implemented the online permit application service for the District, and maintain the project database to track and coordinate the more than 120 permit applications and project reviews received since May 2020. Young Environmental staff attend District board meetings to update managers on permit reviews and applications, provide recommendations and advice consistent with sound engineering and natural resources management standards and practices, and coordinate with applicants to facilitate a timely review-and-approval process. Our staff members also help St. Louis Park comply with its MS4 permit by inspecting ponds, BMPs, and active construction sites for erosion-control compliance by recently permitted development projects. Below are a few project examples:

- LMRWD 2022 Rules Update and Permit Program Management
- Permit Review of Metropolitan Council Excelsior Interceptor Project, Minnehaha Creek Watershed District
- Gold Line Bus Rapid Transit, Metropolitan Transit
- Hiawatha Golf Course (HGC) Pump Assessment and Permitting Assistance, Minneapolis Park and Recreation Board (MPRB)
- Illicit Discharge Detection and Elimination Plan, CRWD
- MS4 Construction Site Runoff Control Program Review, City of Minneapolis
- Port Facility Stormwater Audit, St. Paul Port Authority

East Chaska Creek Restoration: The District initiated the East Chaska Creek Channel Stabilization Project to reduce the transport of sediment and bacteria to the Minnesota River. The project is being executed in three phases—feasibility, design, and construction. Young Environmental completed and validated the feasibility study to authenticate the needs outlined in the WMP and to identify specific stream segments that required full restoration and others that required only general maintenance. For the stream segments in need of restoration, design alternatives and cost estimates were developed under the direction of Young Environmental to provide the District board of managers with the best recommendations while considering both the District’s financial resources and the water quality benefits. Young Environmental managed the design consultant, permitting, construction bid document development, and the bidding process. The restoration project was completed in May 2021.



Additional Services

Erosion Control and Construction Stormwater Inspections: Stormwater management design, permitting, and compliance are cornerstone offerings of Young Environmental. Our experienced professionals work with clients and partners to evaluate physical site conditions and regulatory requirements to design temporary construction erosion and sediment control practices as well as permanent stormwater devices that meet applicable water quality, rate control, and volume standards.



Dredge Site Restoration Project: As a local sponsor of the U.S. Army Corps of Engineers, the District completed the redesign of the Cargill East River (MN–14.2 RMP), located on the Minnesota River in Savage, Minnesota. Young Environmental managed the project and completed all the associated permitting tasks. Recognizing the need to meet the state’s NPDES requirements and the City of Savage’s grading, we coordinated meetings with the regulatory entities and developed erosion, sediment control, and stormwater management pollution plans that met all requirements. The permits were issued before the client released the bid for construction.

Project Management: The Young Environmental team includes a credentialed PMP and experienced project managers who have successfully managed numerous projects of varying scale, including supplementing project management needs for public agencies. Our proven project management approach includes the use of project control and QC measures, which allows for real-time clarity of expectations, continuous review of upcoming activities, proactive identification, and mitigation of potential problems.

HGC Project Management for the MPRB: Young Environmental worked as an extension of the MPRB staff to direct and coordinate the project team’s efforts. The team included MPRB and City of Minneapolis staff and a consulting team to characterize stormwater and groundwater interactions at the HGC. These efforts were relative to the effect stormwater and groundwater had on the natural and built environments (e.g., Lake Hiawatha, shallow and deep aquifers, stormwater infrastructure, golf course management, neighboring homes) and to the generation of environmentally sustainable future solutions. Young Environmental led the effort and developed a request for proposal through the MPRB’s target market program and regular solicitation process to install devices to measure groundwater appropriations for the Minnesota Department of Natural Resources Groundwater Appropriations permit. We also helped write an operations and maintenance plan for the installed pumps.

Stakeholder Engagement: Young Environmental understands that the successful development and implementation of an integrated, user-friendly engagement and outreach plan must be an intentional focus of authentic stakeholder engagement. One critical emerging issue many organizations face is stakeholder fatigue, or feelings of being used as a formality along the way to a predetermined solution. Recognizing this dilemma, especially during the COVID-19 pandemic, we have adjusted and augmented our stakeholder engagement and outreach strategies to the virtual world by incorporating the Technology of Participation’s participatory process. For example, Young Environmental hosted technical and community advisory partner meetings virtually for the City of Minneapolis’s ordinance update. We developed the engagement plan and modified it to function during the pandemic by integrating an interactive survey component and redesigning how the city planned to reach out to its stakeholders. Our adaptability allows for the inclusion of stakeholder expertise, concerns, and recommendations—even during a pandemic. Our engagement process is a two-way street that is necessary for the development of planning documents that fully integrate stakeholder input to build authenticity and support District initiatives. Young Environmental helped the District establish its CAC, and we host monthly meetings and training sessions with CAC members. We led the Value-Engineering Workshop, where we convened a group of experts to determine the most effective way to monitor the District’s groundwater-dependent resources. In addition, we have been leading the development of the Minnesota River Corridor Management Plan.

Grant Research, Writing, and Acquisition: Leveraging resources is paramount to the success of partner-driven solutions. Our team includes grant writers and is well versed in researching, targeting, and completing applications; obtaining grants; and administering grants for our clients. Because of our intentional approach, our win rate is high.



Current Fee Schedule

Young Environmental’s fee schedule summarizes the range of billing rates for each staffing category. In many cases, these billing rates represent a wide range based on varying levels of staff experience and expertise within these categories. When building a team, we select appropriate staff and consider both applicable experience and staff billing rates to ensure the District receives high-value services for a reasonable cost.

Young Environmental establishes billing rates at the end of the previous year. Although we do not anticipate significant changes to these rates, we are happy to provide billing rates near the beginning of each respective year.

Staff Classification	2022 Hourly Rate⁺ (U.S. dollars)
Principal	\$125–\$200
Advisor/ Associates/Senior Engineer	\$125–\$200
Engineer/Scientist/Specialist III	\$125–\$150
Engineer/Scientist/Specialist II*	\$95–\$120
Engineer/Scientist/Specialist I*	\$65–\$90
Technician III*	\$125–\$150
Technician II*	\$95–\$120
Technician I*	\$50–\$90
Support Personnel II*	\$95–\$125
Support Personnel I*	\$50–\$90

+Rates do not include sales tax on services that may be required in some jurisdictions.

Notes

1. Rates for litigation support services or other support requiring corporate officers include a 30 percent surcharge.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime is billed at 1.5 times the hourly labor billing rates.
3. A 10 percent markup is added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.
4. Invoices are payable within 30 days from the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.
5. Reimbursable expenses including (but not limited to) the actual and reasonable costs of transportation, meals, lodging, parking, postage, and shipping are billed at actual cost.
6. Materials, supplies, printing, and equipment rental charges are billed in accordance with a standard rate schedule.
7. Mileage is billed at the IRS-allowable rate.

March 28, 2022

Direct Dial: 320-656-3503
Jkolb@RinkeNoonan.com

Lower Minnesota River Watershed District
c/o Ms. Linda Loomis, District Administrator
6677 Olson Memorial Highway
Golden Valley, MN 55427

SENT VIA U.S. MAIL & EMAIL TO: NAIADCONSULTING@GMAIL.COM

**Re: Legal Services Agreement
Our File No. 25226-0001**

Dear Linda:

Thank you and the Board for placing your confidence in Rinke Noonan, Ltd., to provide legal counsel to the Lower Minnesota River Watershed District ("District") since 2014. We are writing to provide the terms of our proposed representation commencing January 1, 2023, and ending December 31, 2024.

Should the District renew its agreement with Rinke Noonan, Ltd., our representation will be limited to the matters described herein. To the extent the District desires to engage our firm to represent it regarding other matters, the District will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services.

Identification of Parties: This Legal Services Agreement ("Agreement") is made between Rinke Noonan, Ltd. (hereinafter "Rinke Noonan", "We/we", "Our/our," or "Us/us") and Lower Minnesota River Watershed District (hereinafter referred to also as "District").

Scope of Representation: We have been engaged to represent the District for the purpose of advising it on matters related to its governance duties, authorities, and responsibilities as a Watershed District and unit of local government pursuant to Minnesota Statutes Chapter 103D.

Legal Fees and Billing Statements: Our services to the District are offered on an hourly basis and billed in .1 hour increments. We will submit a billing statement to you every thirty days as work is completed. Expenses will be separately stated on the billing statement and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statement. Because you are a unit of government that meets only once a month, our expectation is that bills will be paid within 60 days of receipt. Unless notified otherwise, all billing statements will be addressed as follows:

Suite 300 US Bank Plaza
1015 W. St. Germain St.
P.O. Box 1497
St. Cloud, MN 56302
320.251.6700

www.rinkenoonan.com

Lower Minnesota River Watershed District
c/o Ms. Linda Loomis, District Administrator
6677 Olson Memorial Highway
Golden Valley, MN 55427

The District is responsible for payment of all legal fees, expenses, and disbursements. Please see the "Expenses" provision and "Late Payment and Failure to Pay" provisions of this Agreement for further information.

- 1. HOURLY SERVICES:** All work performed for the District as described in the Scope of Representation above will be billed according to the discounted hourly rates for government clients described below. Under this proposal, we may also open a general inquiries file for simple inquires and verbal and written opinions general in nature for the Board and its staff which are not related directly to a specific matter or proceeding.
- 2. Hourly Rate:** In order to meet the unique needs of our public-sector, government clients, Rinke Noonan provides a reasonable discount in billing rates when compared to representation of our private clients. Our normal hourly rates for attorneys range from \$225 to \$440 per hour for private clients. Our current, 2022, rates for our governmental clients are as follows:

Senior Attorneys (7+ Years Experience):	\$365/hour
Associate Attorneys (4-7 Years Experience):	\$255/hour
Associate Attorneys (0-3 Years Experience):	\$200/hour
Paralegals & Legal Technicians:	\$80-180/hour
Clerical Staff:	No Charge

Annually, we evaluate whether it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will notify the District of any changes to our municipal rates every November.

Though the term of services under this agreement runs through 2024, we consider our engagement to be at the will of the District. Our representation of the District will be ongoing unless terminated by the District.

I will serve as the primary attorney for the District. The District may also, from time to time, work with other attorneys as needed and experience requires.

In the event of an emergency, the District and its staff should not hesitate to contact me or one of my paralegals, Julie Fincher or Kathleen Bundy, at 320-251-6700. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact me to discuss these issues.

It is our billing policy to describe services performed in a detailed manner so that the District and its staff may be able to understand fully our services and charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with the District or its staff at the earliest

possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, the District agrees to notify us in writing or by email within 30 days of receiving our billing statement if it disputes any entry for legal services or charges on any billing statement. In the absence of any written or emailed objections thereto within 30 days of the District's receipt of a billing statement, the District will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

Expenses: In the course of rendering legal services to the District, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, overnight or special delivery service, and travel. The actual expenses incurred will vary depending on the services that we provide. We do not, however, charge for photocopying or mileage. Expense items incurred on the District's behalf will be itemized separately and listed on our billing statements.

Late Payment and Failure to Pay: If the District fails to pay our statements in full on or before the due date set forth on the statement, we reserve the right to assess a monthly service charge equal to 8% per annum, or at the highest rate allowed by law, whichever is lower, of all legal fees, expenses, and disbursements that are past due. This monthly service charge will be billed to the District at the end of each month in which a late payment occurs. (See the enclosed disclosures). Again, because you are a unit of government that meets only once a month, our expectation is that bills will be paid within 60 days of receipt.

Conflict of Interest Waiver: Rinke Noonan has over 28 attorneys in the firm and represents numerous business and individual clients having interactions with various governmental entities. We will notify the District of any matter that might create the appearance of conflict with the District and will avoid undertaking any matter that is in direct conflict with our duties and obligations to the District.

Termination: The District may terminate this representation at any time with or without cause by notifying us in writing of the District's desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on the District's behalf immediately. The District will be responsible for paying all legal fees, expenses, and disbursements incurred on its behalf until written notice of termination is received.

If you have any questions or concerns about the terms of this Agreement, please contact us immediately. On behalf of Rinke Noonan Law Firm, we appreciate the opportunity to represent the District and to work with it and its staff.

Sincerely,

/s/ John C. Kolb

John C. Kolb
JCK/sjb

Enclosure

Lower Minnesota River Watershed District
March 28, 2022
Page 4

By signing this Agreement, the Lower Minnesota River Watershed District Board confirms that they have read this Agreement, understand its provisions, and agree to abide by it.

Lower Minnesota River Watershed District hereby approves the terms of engagement described above as the Agreement for legal services between the District and Rinke Noonan, Ltd. The Lower Minnesota River Watershed District agrees to pay Rinke Noonan, Ltd., on demand any sum which may become due to Rinke Noonan, Ltd., according to the above-described terms.

LOWER MINNESOTA RIVER WATERSHED DISTRICT
BOARD OF MANAGERS

Dated: _____, 2022.

By _____
President

This Initial Disclosure Statement is being provided to you in accordance with Regulation Z - Truth in Lending (12 CFR Section 226).

You will be billed monthly for charges for services we have performed for you and expenses we have paid or incurred on your behalf. FINANCE CHARGES will begin to accrue one month after the Closing Date if the statement is not paid in full prior to such time. The Closing Date is the last day of the month and the end of our billing cycle. FINANCE CHARGES will be calculated at a periodic rate equal to .666 percent which corresponds to an ANNUAL PERCENTAGE RATE equal to eight percent (8%). If you pay all charges which appear on your monthly statement within one month of the Closing Date, no FINANCE CHARGE will be made to your account.

EXPLANATION OF METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE MAY BE COMPUTED

We figure the FINANCE CHARGE on your account by applying the periodic rate to the amount you owe at the end of each cycle (including charges for new services and deducting payments and credits made during the billing cycle). If you fail to pay your bill, we may also be able to place an attorney's lien upon real or personal property that you may own or acquire an interest in pursuant to Minnesota Statutes Section 481.13.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and file number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we have made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 6. B. – Engineering Pool

Prepared By

Linda Loomis, Administrator

Summary.

At the February 16, 2022, meeting the Board of Managers authorized advertising for Statements of Qualification from engineering firms interested in being included in a pool. Notice of the request was published in the February 28, 2022, and March 7, 2022, editions of the State Register. It was also posted to the LMRWD website. Young Environmental notified several firms of the request.

Nine statements of qualification were received and were shared with Young Environmental to evaluate. Young Environmental provided a Technical Memorandum that includes a matrix with the qualifications of each firm. It is recommended that all nine firms are included in a pool to provide engineering services to the LMRWD when needed, upon receipt of some additional information, as noted in the Technical Memorandum. Links to the actual SOQs received follow:

- [Barr Engineering Company](#)
- [Bolton & Menk, Inc](#)
- [EOR](#)
- [ISG](#)
- [Windsor Engineers](#)
- [WSB](#)
- [Ultieg Engineers](#)
- [HR Green](#)
- [IMO](#)

Attachments

Technical Memorandum: 2022 Engineering Pool Evaluation dated April 15, 2022 from Young Environmental Consulting Group

Recommended Action

Motion to accept all firms into the engineering pool for service areas identified in Table 1, pending the receipt of the following:

- IMO should provide 2022 billing rates and specify whether it would expect an increase annually.
- All firms should provide a conflicts of interest statement, including how they would address the occurrence of a real or perceived conflict.

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

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

Date: April 15, 2022

Re: 2022 Engineering Pool Evaluation

On February 14, 2022, the Lower Minnesota River Watershed District (LMRWD) released a Request for Qualifications to create an engineering pool. The intent of the creation of an engineering pool is to have a prequalified group of firms the LMRWD can call upon to provide specific types of services or projects. The service areas solicited are listed below:

1. Watershed, subwatershed, and water resource management and planning
2. Lake, wetland, and stream restoration and management
3. Hydrologic, hydraulic, and water quality modeling analysis
4. Groundwater and hydrogeological modeling, monitoring, and analysis
5. Natural resources management (wetlands and fens)
6. Slope stability and geotechnical services
7. Urban stormwater BMP design and construction management
8. Water resource permitting
9. Land surveying
10. Geographic information systems (GIS)

The LMRWD asked responders to submit Statements of Qualification (SOQs) on or before Wednesday, March 16, 2022, demonstrating their firm's experience with one or more of the service areas. The LMRWD received nine SOQs from Barr Engineering Co. (Barr); Bolton & Menk; Emmons & Olivier Resources, Inc. (EOR); HR Green; IMO Consulting Group (IMO); ISG; Ulteig; Windsor Engineers (Windsor); and WSB. Young Environmental Consulting Group, LLC (Young Environmental), reviewed the SOQs and offers the following observations and recommendations.

Observations

Table 1 provides a summary of each firm's services areas. Barr, EOR, ISG, and WSB provided qualifications for all 10 service areas. Bolton & Menk, HR Green, IMO Consulting, Ulteig, and Windsor provided qualifications for several services areas. Table 2 summarizes the billing rates provided in the SOQs based on the general job-type category. IMO did not provide billing rates.

Conflicts of Interest

Several of the firms the LMRWD is considering for the engineering pool also work within the district's boundaries for LMRWD partner municipalities and counties. However, only WSB included a section about potential real or perceived conflicts of interest, although it referenced the Lower Mississippi Watershed Management Organization and not the LMRWD.

Recommendations

Based on our review of the proposals, we found all the firms to be qualified in the service areas specified in Table 1. We recommend the LMRWD accept all firms into the engineering pool for service areas identified in Table 1, pending receipt of the following:

- IMO should provide 2022 billing rates and specify whether it would expect an increase annually.
- All firms should provide a conflicts of interest statement, including how they would address the occurrence of a real or perceived conflict.

Table 1. Summary of Service Area Qualifications by Firm

Service Area	Barr	Bolton & Menk	EOR	HR Green	IMO	ISG	Ulteig	Windsor	WSB
1. Watershed, subwatershed, and water resource management and planning	x	x	x	x		x		x	x
2. Lake, wetland, and stream restoration and management	x	x	x	x		x	x		x
3. Hydrologic, hydraulic, and water quality modeling analysis	x	x	x	x	x	x	x		x
4. Groundwater and hydrogeological modeling, monitoring, and analysis	x		x			x			x
5. Natural resources management (wetlands and fens)	x	x	x			x			x
6. Slope stability and geotechnical services	x		x			x			x
7. Urban stormwater BMP design and construction management	x	x	x	x	x	x	x	x	x
8. Water resource permitting	x	x	x			x		x	x
9. Land surveying	x	x	x		x	x			x
10. Geographic information systems (GIS)	x	x	x			x			x

Table 2. Summary of 2022 Billing Rates in US Dollars per Hour (White Rows Indicate the Minimum Rate, and Blue Rows Indicate the Maximum Rate)

General Job Type	Barr	Bolton & Menk	EOR	HR Green	IMO	ISG	Ulteig	Windsor	WSB
Administrative/support	65	60	75	65	-	70	52	80	56
	200	140	75	150	-	130	76	80	97
Engineer	80	100	109	85	-	130	90	110	97
	200	235	186	300	-	210	204	180	158
Designer/technician	65	80	78	75	-	100	90	110	62
	200	195	116	205	-	150	150	145	154
Environmental scientist	80	90	109	85	-	115	98	-	60
	200	180	186	300	-	180	175	-	151
GIS specialist	65	80	78	75	-	115	102	-	72
	200	190	116	205	-	175	158	-	159
Project manager	110	150	225	85	-	125	140	185	143
	135	235	225	300	-	210	140	185	206
Principal	170	220	225	215	-	125	200	210	162
	300	295	225	310	-	200	200	240	206



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 6. C. – Audit and Financial Accounting Services

Prepared By

Linda Loomis, Administrator

Summary.

A bank account has been set up at US Bank and \$1,000,000 of LMRWD money has been transferred from Carver County to the 4M Fund. The US Bank account is a sweep account – funds are withdrawn from the 4M Fund as needed and at the end of the day funds are transferred back to the 4M Fund.

Quickbooks on-line has been set up and a meeting has been set-up to meet with Clifton Larson Allen (CLA) to begin the change over and begin paying invoices. CLA will provide training to the Administrator and Board members that are authorized (the Board President and Treasurer)

The State of Minnesota and Carver, Dakota, Hennepin, and Scott Counties have been notified that tax settlements, grants and other payments due to the LMRWD should be deposited to the 4M Fund.

Attachments

No attachments

Recommended Action

No action recommended – for information only



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 6. D. – MAWD Membership

Prepared By

Linda Loomis, Administrator

Summary

It is the time of year when MAWD asks for membership renewals. The LMRWD received a message from MAWD asking the Board to consider rejoining MAWD. The message and membership renewal packet are attached for the Board's information. Emily Javens, MAWD Executive Director, provided a presentation made at the MAWD Annual Meeting. Ms. Javens said if the Board has any questions

Attachments

Email message from MAWD Executive Director
MAWD 2022 Membership Renewal Packet
MAWD 2021 Executive Director update

Recommended Action

Provide direction to staff regarding membership in MAWD



Linda Loomis <naiadconsulting@gmail.com>

2022 MAWD Membership Renewal Consideration

Emily Javens <emily@mnwatershed.org>

Mon, Mar 28, 2022 at 4:28 PM

To: jgiese@plslwd.org, Linda Loomis <naiadconsulting@gmail.com>, Jon Roeschlein <jon@srwdmn.org>

Cc: Jan Voit <jrvoit@outlook.com>, Angie Fischer <amofischer@gmail.com>, sherrywhite@mediacombb.net

Hello Joni, Linda, and Jon,

I've attached a membership renewal packet for your review and consideration. We would love to have you back as members and would be more than happy to meet with your boards or board presidents. We met last week with Sauk River and we obtained great feedback and look forward to attending a future meeting to discuss.

Thanks again for considering and sharing with your boards.

Emily

Emily Javens, PE | Executive Director

MN Association of Watershed Districts, Inc. (MAWD)

595 Aldine Street | St. Paul, MN 55104

(651) 440-9407 | (320) 979-0084 cell (*texts welcome*)

www.mnwatershed.org | emily@mnwatershed.org



2022-03-28 MAWD Membership Invitation.pdf

3263K

President

Mary Texer (Region 3)
Capitol Region WD
metexer@gmail.com
651-224-2919 | Term 2023

Vice President

Linda Vavra (Region 1)
Bois de Sioux WD
lvavra@fedtel.net
320-760-1774 | Term 2023

Secretary

Ruth Schaefer (Region 2)
Middle Fork Crow River WD
ruths56288@gmail.com
320-212-5973 | Term 2022

Treasurer

Sherry Davis White (Region 3)
Minnehaha Creek WD
sherrywhite@mediacombb.net
952-215-6963 | Term 2022

Directors

Gene Tiedemann (Region 1)
Red Lake WD
gtiedemann@rrv.net
218-289-3511 | Term 2024

Peter Fjestad (Region 1)
Buffalo Red River WD
pfjestad@prt.com
218-731-4630 | Term 2022

Wanda Holker (Region 2)
Upper Minnesota WD
ewholker@fedtel.net
320-760-6093 | Term 2024
Appointed until Dec 2022

Vacant (Region 2)
Term 2023
Appointment Pending
*If interested, please contact
your region representative or
the MAWD President.*

Jackie Anderson (Region 3)
Comfort Lake – Forest Lake WD
cflwdjapa@gmail.com
612-819-6906 | Term 2024

Executive Director

Emily Javens, PE
emily@mnwatershed.org
320-979-0084 (mobile)

Memorandum

DATE: March 28, 2022
TO: Watershed Administrators
FROM: Emily Javens, Executive Director
CC: Treasurer Sherry Davis White
MAWD Accountant Angie Obremski
RE: **MAWD MEMBERSHIP INVITATION**



**Your voices are important,
and we would be honored to
have you join us! Give us a
call today to discuss further.**

As a non-profit organization that represents local governments that focus on water management on watershed boundaries, MAWD invites you to be a member in our association. Membership benefits include, but are not limited to, education and training opportunities at workshops, a summer tour, and an annual convention and trade show; and legislative and state agency lobbying for resources that enhance your ability to preserve and protect Minnesota's water resources. Progress on this work is communicated to you through regular newsletters, social media, and our website.

Please find a member services document that highlights the benefits of being a member of this state-wide organization. Also included are details that explain the rates members pay for annual membership. Dues for watershed districts (WDs) are equal to 0.5% of each WD's maximum general levy as defined in statute (before applying the \$250,000 levy limit), not to exceed \$7,500. Dues for water management organizations is equal to \$500 for the first year of membership, 50% of full dues (using the same formula as WDs) the second year, and full dues the third year.

MAWD Board Members and I are available to discuss membership with your boards. If interested, please contact me and we can get that scheduled.

2022 WD Dues = 2020 Estimated Market Values x 0.00048 x 0.005, not to exceed \$7,500
2022 WMO Dues = \$500 (1st year), 50% WD dues (2nd year), 100% WD Dues (3rd year)

If interested in being a 2022 MAWD member, please submit payment by May 31, 2022 to:

**MN Association of Watershed Districts
c/o Obremski Ltd.
1005 Mainstreet
Hopkins, MN 55343**

***PLEASE NOTE THIS IS NOT THE MAWD OFFICE.
PLEASE SEND TO MAWD'S ACCOUNTANT DIRECTLY.***

Please contact me if you have any questions at (320) 979-0084 or emily@mnwatershed.org.

Enclosures: MAWD Member Benefits
WD/WMO Map
MAWD Board Members
2021 MAWD Strategic Plan Progress Summary
2022 MAWD Membership Dues Spreadsheet
BWSR Memo dated June 28, 2021 re: 2021 WD Estimated Market Values

MEMBER SERVICES

MN Association of Watershed Districts, Inc. 595 Aldine St., St. Paul MN 55104
(651) 440-9407 | www.mnwatershed.org | [@mnwd46](https://www.facebook.com/mnwd46) | [facebook.com/mnwd46](https://www.facebook.com/mnwd46)



Land and Water Shall be Preserved

What is the Minnesota Association of Watershed Districts (MAWD)?

The Minnesota Association of Watershed Districts, Inc. (MAWD) is a 501(c)(4) non-profit and membership-based organization serving local governments that manage water on watershed boundaries rather than political boundaries such as those of cities and counties. Members benefit from having an organization that provides **a unified voice for watershed management** and works diligently to maximize the availability of tools and resources to allow members to most effectively and efficiently meet their watershed management goals. Areas of service include providing lobbying and advocacy services, education and training opportunities, and direct support to members.

Lobbying and Advocacy



MAWD lobbies for funding and programs that enhance the restoration and protection of Minnesota's water resources. Members drive the organization's policy issues through an annual resolutions process and the MAWD Board of Directors sets each year's priorities. Although legislative solutions are often needed to maximize resources, sometimes MAWD will find the best solutions by working directly with state agencies and other non-profits such as wildlife groups, lake associations, environmental groups, and farm organizations.

Education and Training



Every year, MAWD provides members with opportunities to learn from other members, as well as industry experts, at a variety of workshops, a summer tour, and an annual convention and trade show. Training topics typically include the following: watershed planning, permitting, flood control, education and outreach programs, innovative technologies, effective administration, public relations, data collection and assessment, aquatic invasive species, urban and rural best management practices, governance, and leadership.

Member Support



MAWD maintains regular communication with its members to ensure they are kept informed on the latest watershed news including trainings they may find useful, changes to legislation that may impact them, and information to help them stay in compliance with governmental regulations and laws. Formats used to distribute information include newsletters, social media (Facebook and Twitter), email updates and alerts, fact sheets, press releases, and the organization's website: www.mnwatershed.org. Check us out today!

For more information, contact Emily Javens, Executive Director, at (651) 440-9407 or emily@mnwatershed.org



2021 MAWD Summary Progress Report

Strategic Plan Goals (2020-2022)

Based on input from the MAWD membership via a membership survey taken in December 2018, goals need to focus in three areas: (1) Education and Training, (2) Communication and Collaboration, and (3) Lobbying and Advocacy. MAWD resources are invested in these focus areas.

Education and Training

Activities in this area address the education and training needs of board managers, administrators, and staff. MAWD will partner with such agencies and organizations as the Board of Water and Soil Resources (BWSR), Soil and Water Conservation Districts, and the University of Minnesota to offer timely and affordable educational opportunities.

- ONGOING** Continue to provide educational and training opportunities at MAWD events.
- ONGOING** Continue to partner with other agencies and organizations to offer timely and affordable educational opportunities.
- ONGOING** NEW - Expand training to MAWD members to engage with their elected local, state, and federal officials.
- ONGOING** NEW - Identify and advertise online/eLearning courses and training opportunities.

Communication and Collaboration

Activities in this area focus on keeping MAWD membership informed of developments with water issues and collaboration between MAWD and other agencies and groups.

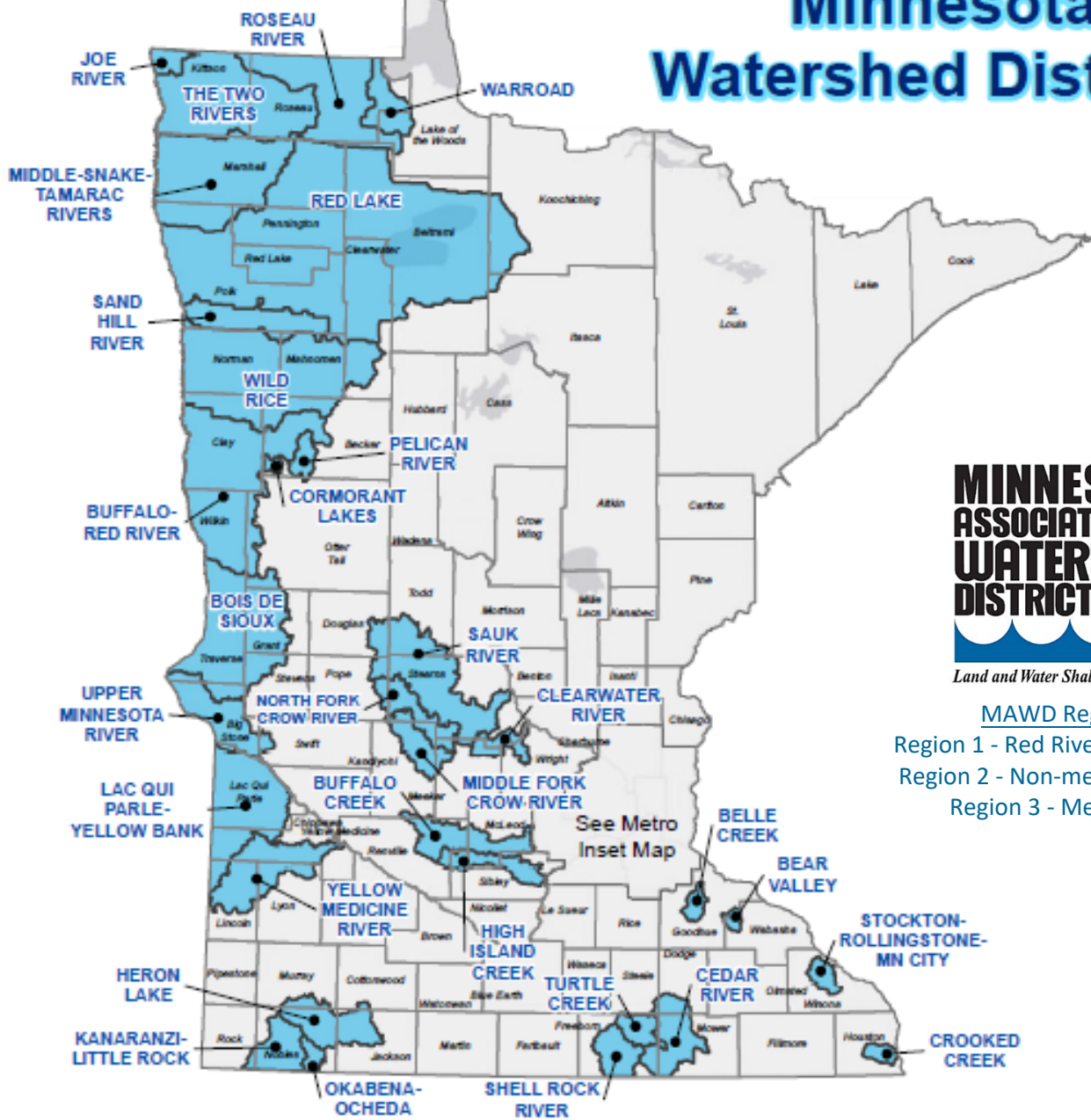
- ONGOING** Continue to expand MAWD’s social media presence to increase visibility and impact.
- ONGOING** Continue to improve communications to MAWD members regarding MAWD’s legislative efforts and general advocacy. This is done prior to, during, and after the legislative session.
- ONGOING** Continue weekly video and written updates during the legislative session and periodically off session.
- ONGOING** NEW - Post official MAWD documents in such a way as to increase accessibility by MAWD members.
- ONGOING** NEW - Post reports from individuals representing MAWD on various state boards on the MAWD website after each meeting including, but not limited to the (1) BWSR Board, (2) Clean Water Council, (3) Local Government Water Roundtable, and (4) Drainage Work Group.
- STARTED** NEW - Establish regional chapters in Regions I and II to promote more local information sharing and education.
- STARTED** NEW - Develop brochures and handouts in the following areas:
 - ONGOING** Annual Legislative Agenda
 - TO DO** Benefits of Watershed Management
 - TO DO** How to Form a Watershed District
- TO DO** NEW - Expand MAWD’s presence in the press with the goal of educating the public about water organizations and their activities.
- TO DO** NEW - Post the Watershed Handbook online in a more searchable format that is easier to update and reference.
- TO DO** NEW - Publish quarterly financial reports to promote financial transparency between MAWD and its membership.

Lobbying and Advocacy

Activities in this area focus on lobbying on issues the membership identifies in their legislative agenda and advocating for MAWD and water organizations. These activities take place year-round and not just during the legislative session.

- ONGOING** Continue work to establish MAWD as a leadership organization – the experts regarding water management.
- ONGOING** Continue to improve and increase the effectiveness of the MAWD legislative agenda preparation and lobbying activities.
- ONGOING** Continue to actively collaborate with state agencies and other organizations as appropriate on legislative issues.
- ONGOING** Continue to actively support watershed management and the formation of new watershed organizations.
- ONGOING** NEW - Implement MAWD’s Sunset Policy for resolutions.
- ONGOING** NEW - Ensure that legislative positions are in alignment with the MAWD mission, vision, and core values.
- TO DO** NEW - Develop state and federal policy statements that reflect MAWD’s legislative positions and post online.

Minnesota Watershed Districts



MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC

Land and Water Shall be Preserved

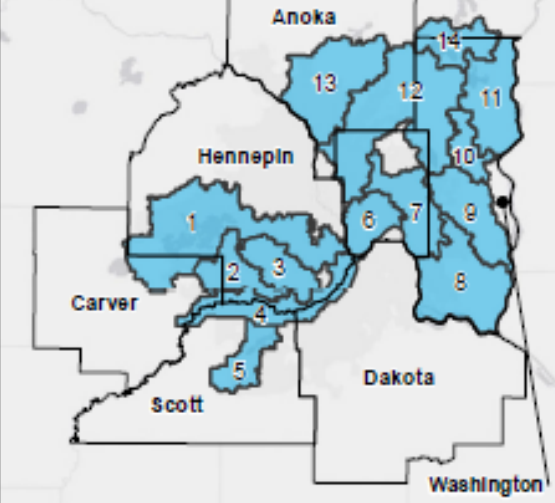
MAWD Regions

Region 1 - Red River Valley (RRV)

Region 2 - Non-metro, Non-RRV

Region 3 - Metro Area

Metro Area



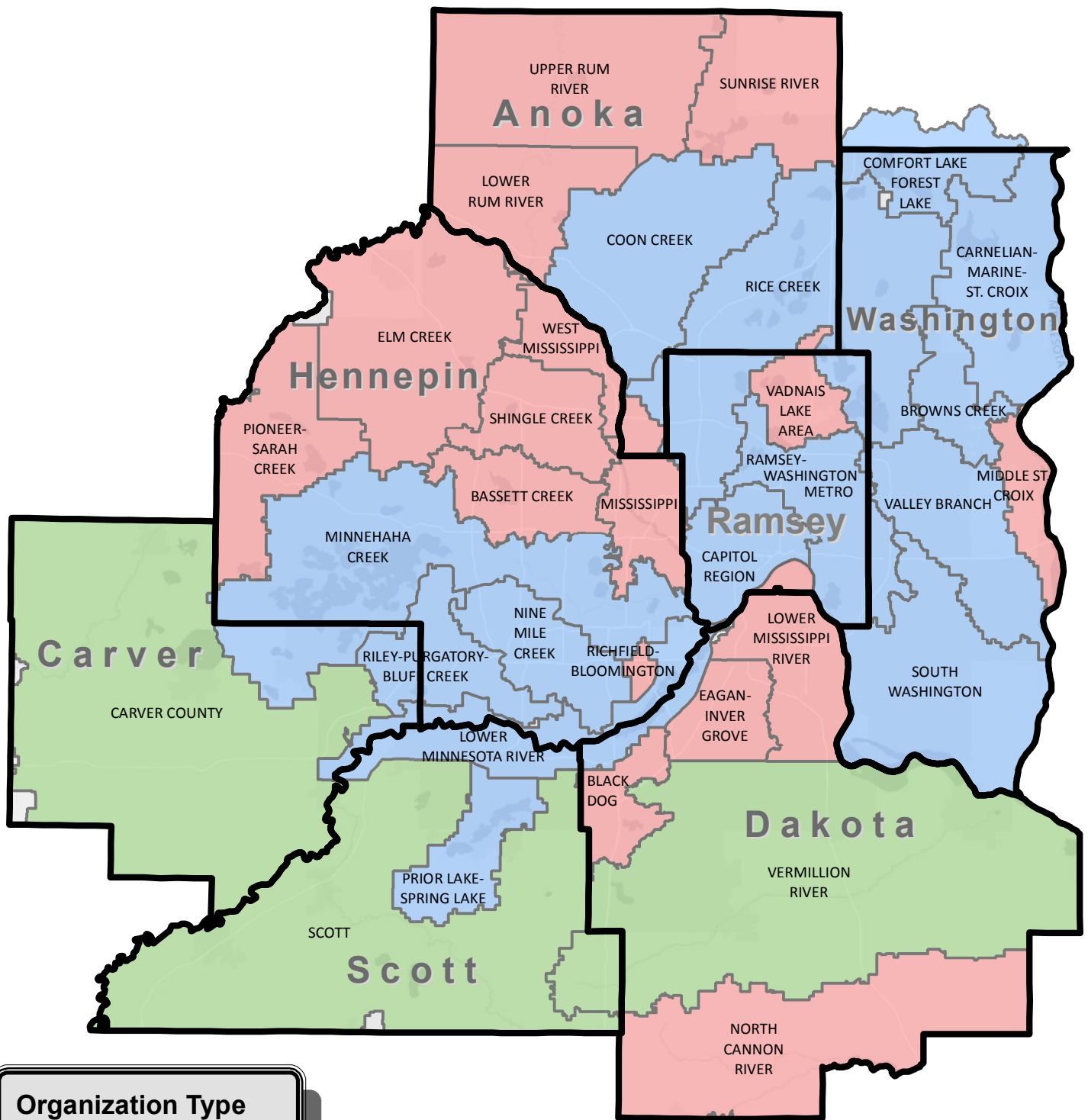
Metro Watershed Districts

- 1, MINNEHAHA CREEK
- 2, RILEY-PURGATORY-BLUFF CREEK
- 3, NINE MILE CREEK
- 4, LOWER MINNESOTA RIVER
- 5, PRIOR LAKE-SPRING LAKE
- 6, CAPITOL REGION
- 7, RAMSEY-WASHINGTON METRO
- 8, SOUTH WASHINGTON
- 9, VALLEY BRANCH
- 10, BROWNS CREEK
- 11, CARNELIAN-MARINE-ST. CROIX
- 12, RICE CREEK
- 13, COON CREEK
- 14, COMFORT LAKE FOREST LAKE







Updated Nov. 2016

Metro Watershed Management Organizations (Metro WMOs)



Organization Type

-  Watershed District
-  Joint Powers WMO
-  County WMO
-  County Boundary



2022 MAWD Board of Directors



Mary Texer - President
Capitol Region WD
Region III / Term 2023
metexer@gmail.com
651-224-2919



Linda Vavra – Vice President
Bois de Sioux WD
Region I / Term 2023
lvavra@fedtel.net
320-760-1774



Sherry Davis White - Treasurer
Minnehaha Creek WD
Region III / Term 2022
swhite@minnehahacreek.org
952-215-6963



Ruth Schaefer - Secretary
Middle Fork Crow River WD
Region II / Term 2022
ruths56288@gmail.com
320-212-5973



Jackie Anderson, Co-Treasurer
Comfort Lake-Forest Lake WD
Region III / Term 2024
jackie.anderson@clflwd.org
612-819-6906



Peter Fjstad
Buffalo Red River WD
Region I / Term 2022
pfjstad@prtcl.com
218-731-4630

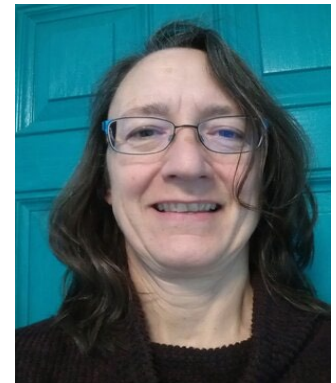


Gene Tiedemann
Red Lake WD
Region I / Term 2024
gtiedemann@rrv.net
218-289-3511



VACANT
Region II / Term 2023

www.mnwatershed.org



Wanda Holker
Upper MN River WD
Region II / Term 2024
ewholker@fedtel.net
321-760-6093

2022 MAWD Membership Dues

WATERSHED DISTRICT	2021 Estimated Market Values (EMV)	.048% EMV	x 0.005	2022 MAWD Dues
BEAR VALLEY	224,975,300	107,988	540	540
BELLE CREEK	424,118,500	203,577	1,018	1,018
BOIS DE SIOUX	4,606,146,500	2,210,950	11,055	7,500
BROWN'S CREEK	2,137,451,400	1,025,977	5,130	5,130
BUFFALO CREEK	2,444,687,900	1,173,450	5,867	5,867
BUFFALO-RED RIVER	9,317,905,900	4,472,595	22,363	7,500
CAPITOL REGION	25,899,519,900	12,431,770	62,159	7,500
CARNELIAN MARINE ST. CROIX	1,925,444,400	924,213	4,621	4,621
CEDAR RIVER	3,168,693,200	1,520,973	7,605	7,500
CLEARWATER RIVER	1,813,016,700	870,248	4,351	4,351
COMFORT LAKE - FOREST LAKE	2,294,312,700	1,101,270	5,506	5,506
COON CREEK	18,333,796,600	8,800,222	44,001	7,500
CORMORANT LAKES	631,570,700	303,154	1,516	1,516
CROOKED CREEK	406,323,000	195,035	975	975
HERON LAKE	2,495,004,200	1,197,602	5,988	5,988
HIGH ISLAND	1,210,914,200	581,239	2,906	2,906
JOE RIVER	234,768,400	112,689	563	563
KANARANZI-LITTLE ROCK	1,770,101,400	849,649	4,248	4,248
LAC QUI PARLE-YELLOW BANK	2,817,445,000	1,352,374	6,762	6,762
LOWER MINNESOTA RIVER	11,890,535,300	5,707,457	28,537	7,500
MIDDLE FORK CROW RIVER	1,918,921,400	921,082	4,605	4,605
MIDDLE SNAKE TAMARAC RIVERS	2,704,993,000	1,298,397	6,492	6,492
MINNEHAHA CREEK	60,337,920,800	28,962,202	144,811	7,500
NINE MILE CREEK	22,871,435,900	10,978,289	54,891	7,500
NORTH FORK CROW RIVER	1,547,178,500	742,646	3,713	3,713
OKABENA-CHEDA	1,009,825,800	484,716	2,424	2,424
PELICAN RIVER	2,435,242,600	1,168,916	5,845	5,845
PRIOR LAKE-SPRING LAKE	4,777,961,100	2,293,421	11,467	7,500
RAMSEY-WASHINGTON METRO	19,159,680,800	9,196,647	45,983	7,500
RED LAKE	8,576,861,300	4,116,893	20,584	7,500
RICE CREEK	26,212,348,400	12,581,927	62,910	7,500
RILEY-PURGATORY-BLUFF CREEK	16,210,441,400	7,781,012	38,905	7,500
ROSEAU RIVER	810,243,400	388,917	1,945	1,945
SAND HILL RIVER	1,211,427,700	581,485	2,907	2,907
SAUK RIVER	9,506,470,000	4,563,106	22,816	7,500
SHELL ROCK RIVER	2,173,136,300	1,043,105	5,216	5,216
SOUTH WASHINGTON	14,692,742,500	7,052,516	35,263	7,500
STOCKTON-ROLLINGSTONE WS	549,673,300	263,843	1,319	1,319
TURTLE CREEK	1,295,615,600	621,895	3,109	3,109
TWO RIVERS	1,577,158,000	757,036	3,785	3,785
UPPER MINNESOTA RIVER	1,425,780,300	684,375	3,422	3,422
VALLEY BRANCH	5,445,217,600	2,613,704	13,069	7,500
WARROAD	428,011,100	205,445	1,027	1,027
WILD RICE	3,876,943,600	1,860,933	9,305	7,500
YELLOW MEDICINE RIVER	2,477,437,300	1,189,170	5,946	5,946
Metro Watershed Management Organizations (WMOs)				
Bassett Creek WMC - 3rd year	14,681,551,100	7,047,145	35,236	7,500
Mississippi WMO - 3rd year	35,435,169,900	17,008,882	85,044	7,500
Lower Rum River WMO - 2nd year	3,408,635,200	1,636,145	8,181	3,750
Vadnais Lakes Area Lakes WMO - 3rd year	4,875,538,300	2,340,258	11,701	7,500
New MWO members - 1st year				500
TOTALS	365,680,293,400	175,526,541	877,633	255,497

Notes:

Dues Calculation = Estimated Market Values x 0.00048 x 0.005, capped at \$7,500

Source of 2021 WD Estimated Market Values: See included BWSR Memorandum, June 28, 2021

Source of 2021 WMO Estimated Market Values - same values used for 2021 dues calculation

For more information, contact Executive Director Emily Javens at (320) 979-0084 or emily@mnwatershed.org.

To retain all membership benefits, please submit payment by May 31, 2022. Thank you!

Memo

Date: June 28, 2021

To: Watershed District Administrators and Managers

From: Annie Felix-Gerth, Water Programs Coordinator

Cc: Emily Javens, MAWD

Rob Sip, RRWMB

BWSR: John Jaschke, Angie Becker Kudelka, Kevin Bigalke, Dave Weirens, Jeremy Olson,
Regional Operations Staff

RE: 2021 Estimated Market Values

Please find attached a table containing the recently released total estimate market values (EMV) for 2021 from the Minnesota Department of Revenue. The 2020 abstract of tax lists was used as the basis for calculating the table.

In order to determine the annual maximum General Fund levy for a watershed district, the EMV listed in the table must be multiplied by 0.048 percent (0.00048) and then compared to the maximum General Fund levy limit of \$250,000. Use whichever value is less. See Minn. Stat. § 103D.905, Subd. 3 for reference.

Please contact me if you have any questions,

Annie Felix-Gerth

Annie.Felix-gerth@state.mn.us | 651-238-0677

Attachment: Taxes Payable 2021 Estimated Market Values for Watershed Districts in Minnesota

TAXES PAYABLE 2021**ESTIMATED & TAXABLE MARKET VALUES FOR WATERSHEDS IN MINNESOTA**

Watershed Name	Total EMV (\$)	Watershed Code
Bear Valley Watershed District	224,975,300	001
Belle Creek Watershed District	424,118,500	003
Bois De Sioux Watershed District	4,606,146,500	031
Browns Creek Watershed District	2,137,451,400	069
Buffalo Creek Watershed District	2,444,687,900	005
Buffalo-Red River Watershed District	9,317,905,900	007
Capitol Region Watershed District	25,899,519,900	070
Carnelian-Marine-St. Croix Watershed District	1,925,444,400	010
Cedar River Watershed District	3,168,693,200	002
Clearwater River Watershed District	1,813,016,700	009
Comfort Lake-Forest Lake Watershed District	2,294,312,700	071
Coon Creek Watershed District	18,333,796,600	013
Cormorant Lakes Watershed District	631,570,700	015
Crooked Creek Watershed District	406,323,000	016
Heron Lake Watershed District	2,495,004,200	024
High Island Watershed District	1,210,914,200	018
Joe River Watershed District	234,768,400	020
Kanaranzi-Little Rock Watershed District	1,770,101,400	021
Lac qui Parle-Yellow Bank Watershed District	2,817,445,000	022
Lower Minnesota River Watershed District	11,890,535,300	060
Middle Fork-Crow River Watershed District	1,918,921,400	074
Middle-Snake-Tamarac Rivers Watershed District	2,704,993,000	026
Minnehaha Creek Watershed District	60,337,920,800	062
Nine Mile Creek Watershed District	22,871,435,900	058
North Fork Crow River Watershed District	1,547,178,500	008
Okabena-Ocheda Watershed District	1,009,825,800	028
Pelican River Watershed District	2,435,242,600	030
Prior Lake-Spring Lake Watershed District	4,777,961,100	032
Ramsey-Washington Metropolitan Watershed District	19,159,680,800	034
Red Lake Watershed District	8,576,861,300	036
Rice Creek Watershed District	26,212,348,400	038
Riley-Purgatory-Bluff Creek Watershed District	16,210,441,400	064
Roseau River Watershed District	810,243,400	040
Sand Hill Watershed District	1,211,427,700	042
Sauk River Watershed District	9,506,470,000	043
Shell Rock River Watershed District	2,173,136,300	073
South Washington Watershed District	14,692,742,500	014
Stockton-Rollingstone-Minnesota City Watershed District	549,673,300	044
The Two Rivers Watershed District	1,577,158,000	050
Turtle Creek Watershed District	1,295,615,600	048
Upper Minnesota River Watershed District	1,425,780,300	052
Valley Branch Watershed District	5,445,217,600	054
Warroad Watershed District	428,011,100	056
Wild Rice Watershed District	3,876,943,600	066
Yellow Medicine River Watershed District	2,477,437,300	068

SOURCE: Mn Dept. of Revenue 2021 PRISM SUBMISSION #3 - FINAL ASSESSMENT AND TAXATION

Welcome

MAWD Annual Business Meeting
December 3, 2021



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Minnesota Association of Watershed Districts
Lifetime Achievement Award

Presented to

Craig Leiser

In recognition for service to the
Minnesota Association of Watershed Districts

- Through membership on the MAWD Board of Directors
- Leading the initial Strategic Planning Effort
- Serving on the Board's restructuring team
- Serving on the Governance Committee which updated the MAWD Bylaws and drafted the first Board Manual of Policies and Procedures
- And for a continual upbeat spirit and leadership skills that always encouraged and inspired



www.bradshawfuneral.com/obituary/Craig-Leiser



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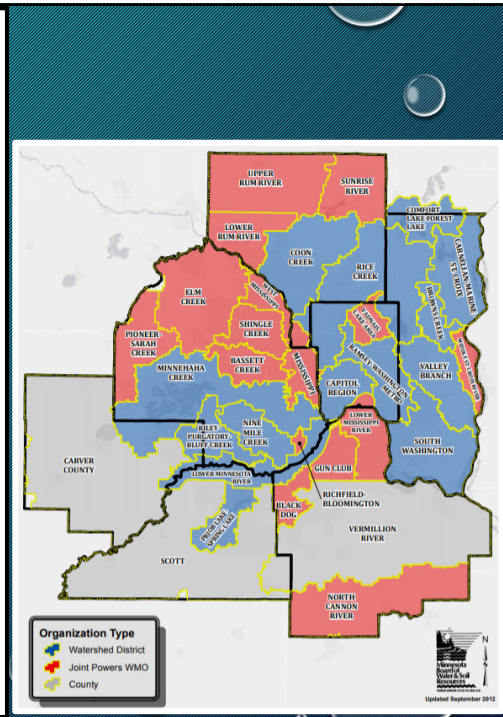
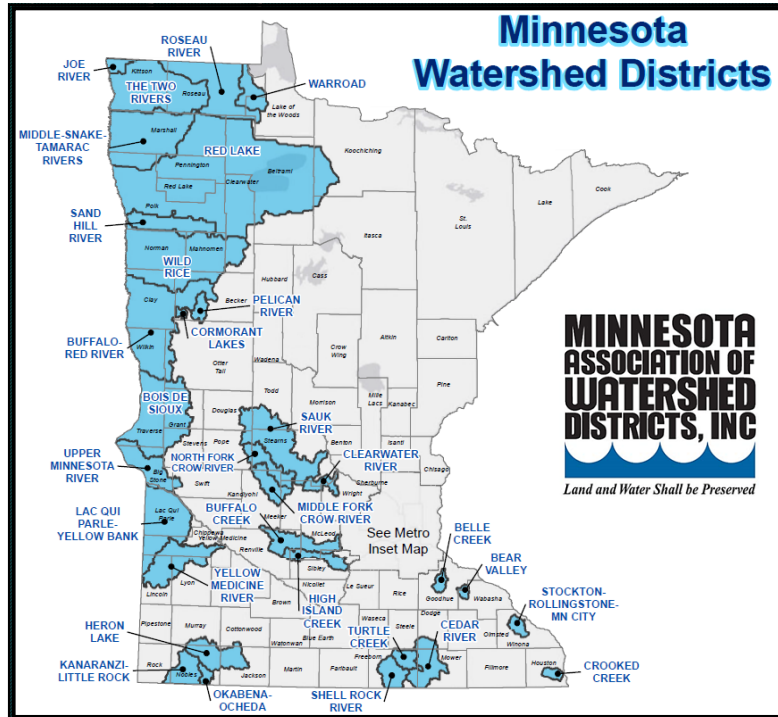
Executive Director Update

MAWD Annual Business Meeting
December 3, 2021

Emily Javens, PE



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MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS

ABOUT MAWD

ANNUAL AWARDS
ANNUAL REPORTS
BOARD MINUTES
BOARD OF DIRECTORS
COMMITTEES
GOVERNANCE DOCUMENTS
METRO MAWD
MEMBERSHIPS
MEMBER LOGIN
MISSION
PARTNERS
ONLINE LIBRARY
STAFF
UPCOMING MEETINGS

Bylaws
Watershed District Handbook
Manual of Policy and Procedures (MOPP)
Strategic Plan

www.mnwatershed.org/governance-documents

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Governance Structure

BYLAWS - “Constitution” of our 501c4 association

- MAWD Board of Directors - 9 Members, 3 from each region
- ANNUAL BUSINESS MEETING - Resolutions-based policies
- STAFFING - Executive Director, Part-time Lobbyist, Part-time events and website/social media (1.75 FTE total)
- COMMITTEES - Ensure input from members

MOPP (Manual of Policies and Procedures) - Day to Day Operations

STRATEGIC PLAN

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Strategic Plan

Advocate and establish MAWD as the leading resource and advocate on watershed management through

- Education and Training
- Communication and Collaboration
- Lobbying and Advocacy

**MAWD Strategic Plan
2020-2022**

I. History & Purpose: Minnesota Watershed Districts (WDs) were established with the Minnesota Watershed Act, M.S., Chapter 103 D in 1955. From inception it was felt that Minnesota WDs should be run by people somewhat removed from the political process, so they would be able to make tough and possibly unpopular decisions without a complete focus on political consequences. To facilitate this, it was agreed that the position of WD Manager would be appointed, rather than elected. Land use and zoning powers remained with elected city and county officials.

While the boundaries of WDs are determined by hydrologic lines of demarcation, rather than political boundaries, water does not follow political boundaries. The organizations are established by local petition to the Board of Water and Soil Resources (BWSR), a state agency. After filing of an establishment petition, the Board has the authority to establish a WD, define the boundaries, and appoint the first board of managers (Board) as defined under Minnesota Statutes 103D.101. All subsequent Board are appointed by the associated County Boards of Commissioners as defined under Minnesota Statutes 103D.311.

WDs responsibilities have changed from their original objectives of focusing solely upon water quantity. WDs have now assumed responsibility for a wide variety of water-related concerns, especially those related to water quality, including wetlands, wetland restoration, and groundwater management. The science associated with water quality and quantity issues continues to grow and as a result, awareness and application of these technologies is a significant consideration for WD Boards and staff.

Another important component of watershed work is engaging the public in its efforts through education, outreach, and cost-sharing grants.


WDs work with multiple state agencies, such as BWSR, Minnesota Department of Natural Resources, Minnesota Department of Health, Minnesota Department of Agriculture, and Minnesota Pollution Control Agency. They work with federal agencies, such as Natural Resources Conservation Service, United States Army Corps of Engineers, United States Department of Agriculture, United States Environmental Protection Agency and United States Fish and Wildlife Service. They also work with cities, counties, and such organizations as Soil and Water Conservation Districts (SWCDs) and regional governments, such as the Metropolitan Council. At all times a WD must be responsive to the community or communities they serve as well as citizen groups, which may from time to time seek assistance. This includes organizations, such as Lake Associations or Community Development organizations of many types.

To capitalize on watershed districts combined knowledge and to share information, the Minnesota Association of Watershed Districts (MAWD) was incorporated August 26, 1971.

II. Core Values:

- Integrity
- Communication
- Collaboration
- Relevance
- Science-based

III. State Mandate: Per Minnesota State Statute 103D.201 subdivision 1 resources of the state by land use planning, flood control, and other conservation principles for the protection of the public health and welfare and the provide



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2020-2022 Strategic Plan

- Significant progress in ALL service areas
- 1 of 3 years remain - on track for full implementation
- 2023-2025 plan writing starts now



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2021 MAWD Summary Progress Report Strategic Plan Goals (2020-2022)

Based on input from the MAWD membership via a membership survey taken in December 2018, goals need to focus in three areas: (1) Education and Training, (2) Communication and Collaboration, and (3) Lobbying and Advocacy. MAWD resources are invested in these focus areas.

Education and Training

Activities in this area address the education and training needs of board managers, administrators, and staff. MAWD will partner with such agencies and organizations as the Board of Water and Soil Resources (BWSR), Soil and Water Conservation Districts, and the University of Minnesota to offer timely and affordable educational opportunities.

ONGOING Continue to provide educational and training opportunities at MAWD events.
ONGOING Continue to partner with other agencies and organizations to offer timely and affordable educational opportunities.
ONGOING NEW - Expand training to MAWD members to engage with their elected local, state, and federal officials.
ONGOING NEW - Identify and advertise online/learning courses and training opportunities.

Communication and Collaboration

Activities in this area focus on keeping MAWD membership informed of developments with water issues and collaboration between MAWD and other agencies and groups.

ONGOING Continue to expand MAWD's social media presence to increase visibility and impact.
ONGOING Continue to improve communications to MAWD members regarding MAWD's legislative efforts and general advocacy. This is done prior to, during, and after the legislative session.
ONGOING Continue weekly video and written updates during the legislative session and periodically off session.
ONGOING NEW - Post official MAWD documents in such a way as to increase accessibility by MAWD members.
ONGOING NEW - Post reports from individuals representing MAWD on various state boards on the MAWD website after each meeting including, but not limited to the (1) BWSR Board, (2) Clean Water Council, (3) Local Government Water Roundtable, and (4) Drainage Work Group.
STARTED NEW - Establish regional chapters in Regions 1 and 2 to promote more local information sharing and education.
STARTED NEW - Develop brochures and handouts in the following areas:
ONGOING Annual Legislative Agenda
TO DO Benefits of Watershed Management
TO DO How to Form a Watershed District
TO DO NEW - Expand MAWD's presence in the press with the goal of educating the public about water organizations and their activities.
TO DO NEW - Post the Watershed Handbook online in a more searchable format that is easier to update and reference.
TO DO NEW - Publish quarterly financial reports to promote financial transparency between MAWD and its membership.

Lobbying and Advocacy

Activities in this area focus on lobbying on issues the membership identifies in their legislative water organizations. These activities take place year-round and not just during the legislative activities.

ONGOING Continue work to establish MAWD as a leadership organization – the expect
ONGOING Continue to improve and increase the effectiveness of the MAWD legislative activities.
ONGOING Continue to actively collaborate with state agencies and other organizations
ONGOING Continue to actively support watershed management and the formation of
ONGOING NEW - Implement MAWD's Sunset Policy for resolutions.
ONGOING NEW - Ensure that legislative positions are in alignment with the MAWD m
TO DO NEW - Develop state and federal policy statements that reflect MAWD's in

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2020-2022 Goals: Member Education and Training



Education

Connect members with the learning opportunities that maximizes their influence on the restoration and protection of Minnesota's water resources.

Committee launched June 2021
Chair: Jackie Anderson

Communication

Keep members informed of watershed management developments and facilitate collaboration and information-sharing.

Strategic Plan Chair:
Mary Texer

Advocacy

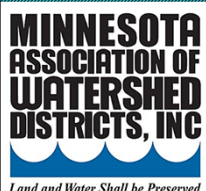
Provide legislative and state agency lobbying for watershed organizations on issues identified through the resolutions process.


Resolutions/Policy Chair:
Sherry Davis White
Legislative Chair: Jackie Anderson

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Education Work Plan

- Original plan written and approved in 2018
- Nearly all initiatives were established





Minnesota Association of Watershed Districts 2018 - 2020 Training Work Plan

Mission
Provide ample opportunities for managers, administrators, and staff to be as empowered and well-trained as possible so they can maximize their influence on the restoration and protection of Minnesota's water resources.

Vision and Goals
"Empowered to be awesome. No excuses!"

- Goal 1. Unleash the leadership potential in our managers
- Goal 2. Ensure effective organizational operations through our administrators
- Goal 3. Bolster technical capacity of watershed district staff

Actions
Short Term (2018-2019)

1. Create an inventory and track delivery of needed training **DONE**
 - Create a single list of the needed training topics that have been identified through the 2017 Administrator Survey and the 2016 MAWD Survey completed by Cliff Aichinger
 - Track training events that address the topics on the list
 - Annually review the list, add/subtract as deemed appropriate **CONTINUE**
2. Increase communication with BWSR to address training concerns **ONGOING**
 - Meet with BWSR Academy Coordinator to discuss how the event could be improved for WDs
 - Meet with BWSR to discuss opportunities to create a leadership training program
 - Develop course descriptions on the top training needs and request assistance from BWSR
 - Follow up with BWSR leadership when WDs aren't invited to applicable training events
3. Meet with other state agencies, non-profits, etc. to fill training gaps **ONGOING**
4. Make sure districts are aware of existing training opportunities (forward training opportunities to administrators via email and use social media when appropriate) **ONGOING**
5. Facilitate the sharing of knowledge between districts **REMOVE -> SEND to MAWA**
 - Create opportunities for employees with similar positions to network with each other at MAWD sponsored events
 - Promote watershed district exchanges and/or retreats
6. Promote minimum training standards as set forth in the Performance Review and Assessment Program and work with BWSR to develop training plan worksheets **NOT STARTED**
7. Increase the number of training opportunities available to MAWD members **ONGOING**
 - Enhance training at existing events (Annual Convention, Summer Tour, Legislative Breakfast)
 - Investigate potential for area/regional meetings and training events
 - Forge partnerships with existing training programs to allow WDs to participate

Long Term (2020+)


1. Set up an online training library **STARTED**
2. Update the MAWD Handbook and transition it to a wiki format **STARTED**
3. Consider setting up a mentoring exchange program **REMOVE -> SEND to MAWA**

March 6, 2018 2018-2020 MAWD Training Work Plan


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Education Work Plan

- MAWD Events
- Partner Training
- Online Education
- Special Projects



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**Minnesota Association of Watershed Districts
Member Education Work Plan
2020-2022**

Mission
Provide ample educational opportunities for managers, administrators, staff, and partners to be as empowered and well-trained as possible so they can maximize their influence on the restoration and protection of Minnesota's water resources.

Vision and Goals
Vision. Members can confidently and accurately apply and speak to the principles of watershed management and watershed governance.

Goal 1. Unleash the leadership potential in our managers.
Goal 2. Ensure effective organizational operations through our administrators.
Goal 3. Bolster the technical capacity of our watershed staff.

Actions
Short- (Items 1-3) and Long-Term (Item 4) Deliverables


1. **TRAINING AT MAWD EVENTS.** Continue to provide leadership and technical training at events:
 - MAWD Conference / Trade Show (24+ sessions, keynote speaker, ample networking)
 - MAWD Pre-Conference workshops: Drainage Workshop, New Manager Training, and one additional training topic of interest
 - MAWD Summer Tour (Wednesday Evening Kickoff Educational Event, Thursday Bus Tour, and Friday half-day leadership and technical trainings)
 - MAWD Legislative Breakfast: provide at least one leadership education session (**NEW**)
2. **PARTNER TRAINING OPPORTUNITIES.** Continue to expand training opportunities by networking with partners to offer joint training sessions. Continue to share information on these opportunities via social media, newsletters, and a **NEW** online training calendar. Continue to maintain a database of the training needs of members. Update periodically. *Note: Partners may include state and federal agencies (BWSR, DNR, MPCA, EPA, NRCS), our local government partners (MASWCD, AMC, LMC), non-profits, universities, and insurance providers (LMCIT, MCIT)*
3. **NEW ONLINE TRAINING RESOURCES.**
 - Create an online library to store recorded trainings.
 - Provide links and descriptions for applicable online leadership and technical training resources, including the EPA Watershed Certification Program
4. **NEW SPECIAL PROJECTS: MORE RESOURCES NEEDED BEFORE COMPLETION IS POSSIBLE**
 - Update the MAWD Handbook and make it available in a searchable online format.
 - Develop and host lunch and learn trainings on the handbook once it is updated.
 - Hire an education coordinator or contract for additional office support staff to oversee and grow our education program.
 - Create and promote a checklist of minimum training standards and learning objectives for board members. Create a certification and/or recognition program for members who complete the goals of the program. Consider contracting with a consultant, such as the University of Minnesota to develop a comprehensive education program for members.

July 8, 2021 DRAFT Proposed 2020-2022 MAWD Education Work Plan

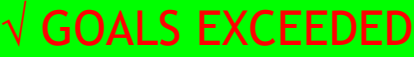
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Education Summary

- We were able to offer **more training sessions** in 2020 and 2021 despite COVID.
- We strengthened our governance structure to get input on education efforts from administrators AND managers in all 3 regions through the **newly launched MAWD education committee**.
- We expanded notifications with a **training calendar**.
- We launched an **online training library** for **24/7 access**.
- We are providing general education access through **Pryor Learning**.



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Communication and Collaboration

1. Continue social media efforts to increase visibility and impact.

- **Minimum 2 postings per week, analyzed for impact and reach**

Minnesota Association of Watershed Districts
Published by Maddy Bohn · July 13 at 8:49 AM

What is really happening in your soil? **Renville County SWCD** did an experiment using underwear, watch the video below!

SOIL YOUR UNDIES

Renville County Soil & Water Conservation SWCD

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YOUTUBE.COM
Soil Your Undies Experiment
Kyle want's to discuss what's been going on with our underwear exper

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Minnesota Association of Watershed Districts
Published by Buffer · May 24

Ramsey-Washington Metro Watershed District will celebrate nine days of family fun at **WaterFest** from June 19 – 27 at Lake Phalen Park in St. Paul. The event will be hosted this year in a self-directed, multi-day format with your safety in mind. Families can enjoy outdoor, interactive activities that will change throughout the course of the event, so we invite you to visit as many days as you like to get the full experience! [#mnwaterfest](#)

June 19–27, 2021

WaterFest 1999
EST RWMWD LAKE PHALEN, MINN

EXPLORE. LEARN. EXPERIENCE. SAFELY.

114 People Reached 8 Engagements ↑ +2.6x Higher Distribution Score

Boost Post

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Communication and Collaboration

2. Expand MAWD's presence by educating the public about the work of watershed organizations.

- **Main social media focus is telling watershed stories. This not only shares new ideas between members but highlights the good work we do with members of the public.**



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Minnesota Association of Watershed Districts
Published by Maddy Bohn · June 30 at 8:38 AM · 🌐

What a beautiful transformation done by [Coon Creek Watershed District](#)

COON CREEK WATERSHED DISTRICT

Middle Sand Creek Corridor Restoration Project

Coon Creek Watershed District
June 29 at 3:03 PM · 🌐

The bulk of construction is now done on our Middle Sand Creek Corridor Restoration project. To see what was done for the project, check out this timelapse video on it!

Minnesota Association of Watershed Districts
Published by Maddy Bohn · June 16 · 🌐

Congratulations goes out to [Capitol Region Watershed District](#) who received a Merit Award from the Minnesota Chapter of the [American Society of Landscape Architects](#).
[#mnwatershed](#)

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Communication and Collaboration


3. Increase member communications regarding legislative and state agency lobbying.

Accomplishments:

- Continued legislative video updates
- New! Launched newsletter format for member communications

Next steps - 2022:

- Bring back written legislative updates




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Communication and Collaboration

3. Increase member communications regarding lobbying.

Accomplishments:

- New! Weekly meetings between Executive Directors of MAWD and BWSR
- New! Quarterly meetings with the DNR Commissioner
- New! 2x/year meetings with all Commissioners with Clean Water Funding
- Continued giving MAWD updates at BWSR meetings



Minnesota Association of Watershed Districts, Inc.
www.mnwatershed.org | 651-440-9407

July 6, 2021

Dear Chair Ruud,

On behalf of the Minnesota Association of Watershed Districts (MAWD), I would like to express our strong support on the confirmation of Sarah Strommen by the Senate as the Commissioner of the Department of Natural Resources.

Commissioner Strommen's instinct and ability to work with diverse groups and bring them together on issues is commendable and leads to positive outcomes.

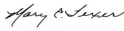
The Commissioner meets with MAWD on a regular basis to review and discuss any pending issues between our members and the department. We appreciate the time she spends with us listening to our concerns and recommendations. Our last meeting took place just last week.

Commissioner Strommen is very action orientated. After meeting with us on several drainage issues, the department developed a plan of action and resolution of our issues has been more than satisfactory. The Commissioner is more than willing to listen to other ideas and is not staff driven. She thinks for herself and is not afraid of breaking new ground on issues.

Commissioner Strommen is a refreshing change at the DNR. Her local government leadership experience has been beneficial to local governments that work with her and the department. To not confirm her would be a major loss to the State of Minnesota, and to us as water management stewards.

We strongly support Commissioner Strommen and recommend her confirmation by the Senate. Please feel free to contact me if you need any further information. Thank you.


Sincerely,



Mary E. Texer
MAWD President

cc: Senator Bill Weber – VIA EMAIL
Matthew Elfritz, Committee Administrator
Lisa Handrick, Legislative Assistant
Emily Javens, MAWD Executive Director
MAWD Board

Minnesota Association of Watershed Districts, Inc. | 595 Ald
emily@mnwatershed.org | www.mnwatershed.org



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Communication and Collaboration

4. Increase accessibility to MAWD documents like the handbook, financial reports, and minutes.

Accomplishments:

- **NEW! A formalized policy was adopted regarding the openness of meetings**
- **NEW! Agendas posted with links to zoom meetings**

www.mnwatershed.org/upcomingmeetings
www.mnwatershed.org/board-minutes
www.mnwatershed.org/governance-documents

12.2 Board Meeting Attendance:

Any MAWD member in good standing may attend a MAWD Board meeting and address the Board up to five minutes during the public comment period of the meeting.

12.3 MAWD Committee Meetings Attendance:

Members may attend committee meetings as observers by contact chair. Committee meeting schedules will be posted on the Member MAWD website. Members who wish to fully participate in committee decisions are encouraged to volunteer to join the committee by contact director and the committee chair. Appointments to the committee accordance with committee composition policy. Attendance or part member is solely at the discretion of the committee chair.



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Communication and Collaboration

5. Share updates from state agency meetings like BWSR, the Drainage Work Group, Clean Water Council, and the Local Government Water Roundtable.

Accomplishments:

- **Started sharing updates in our member newsletters**


NEXT STEPS:

- **More to come - keep an eye in upcoming newsletters**



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BWSR Board Update – June 2021 Meeting



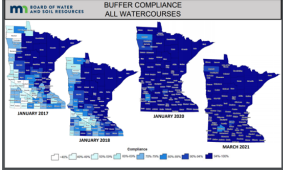
Minnesota Board of Water and Soil Resources (BWSR)
Meeting Highlights – June 23, 2021

1. New Board Members – The Board welcomed three new members:

- Township Representative: Eunice Biel, Bristol Township and Pineco SWCD
- Watershed District Representative: Lacey Ora, Red Lake WD and Red River Watershed Management Board
- WELCOME LENNY!**
- Non-metro City Representative: Kelly Kirkpatrick, Rochester City Council

2. Reports – Committee chairs, agencies, and partners gave reports to the board. Here are some highlights:


- The Audit and Oversight committee reviewed and submitted BWSR's internal controls report.
- BWSR staff are preparing for a potential government shutdown. Agency staff have received layoff notices, grantees have received notices that no spending of state dollars can occur during a shutdown. If the bill passes and the Governor signs it before July 1, there will be no impact.
- The next board meeting (August) will include a tour that is being planned in partnership with the Cedar River Watershed Districts.
- Buffer compliance for all watercourses continues to see improvement. Over 63,000 parcels have added buffers since the passage of the buffer law. Debate continues in the legislature about appropriate compensation for taking the land out of production.



3. Public Relations Stories – At each meeting, board members receive copies of stories that will be highlighted on the home page of the BWSR website. Stories included for July 2021 include:

- Feedlot upgrade aids the Mississippi
- Watsonwan County buffers in place – the 29th county to reach 100% compliance with buffer law
- Two Chicago County lakes deleted – North Center Lake and South Center Lake (part of the Chicago Chain of Lakes) have been deleted from the impaired waters list
- 10 ecological landscaping principles – advice for getting started with native plantings

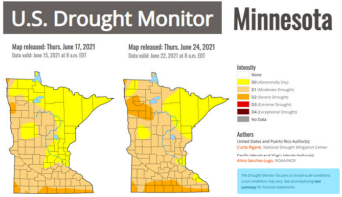
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Minnesota Board of Water and Soil Resources (BWSR)
Meeting Highlights – June 23, 2021

4. MN Department of Agriculture Commissioner Thom Peterson reported the agriculture omnibus bill passed and they received an increase in the agSMR Loan Program. They are concerned about drought – the entire state is in some stage of drought. [New maps](#) are released each Thursday.

U.S. Drought Monitor Minnesota



5. MN Department of Agriculture Commissioner Thom Peterson reported the agriculture omnibus bill passed and they received an increase in the agSMR Loan Program. They are concerned about drought – the entire state is in some stage of drought. [New maps](#) are released each Thursday.


6. FY2022 and FY2023 Natural Resource Block Grants to Counties – Provisional approval to enter into agreements with counties to implement 4 programs: (1) \$2.28M Local Water Management (2) \$3.81M Wetland Conservation Act, (3) \$6.8M shoreline management, and (4) Subsurface Sewage Treatment System for the STS grants.

7. FY2022 and FY2023 Soil and Water Conservation – Provisional approval to enter into agreements with counties to implement 4 programs: (1) \$2.28M Local Water Management (2) \$3.81M Wetland Conservation Act, (3) \$6.8M shoreline management, and (4) Subsurface Sewage Treatment System for the STS grants.


8. FY2022 and FY2023 Technical Service Area 6 grant agreements totaling \$5M to provide for the STS grants.

9. Farewell – Tom Scholz, SWCD Representative, 1

10. Next Meeting – August 26, 2021, Austin, MN



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Minnesota Board of Water and Soil Resources (BWSR)
Meeting Highlights – June 23, 2021

4. Two Rivers Plus One Watershed One Plan – Plan was approved. Unfortunately, the **Two Rivers Watershed District** didn't feel they could adopt the plan as their comprehensive watershed management plan and decided to drop out of the partnership.

5. FY2022 Clean Water Fund Competitive Grant Policy – The following policy revisions were adopted:

- Eligible activities added:** out-letting land locked basins, development and delivery of education/curriculum that does not lead to implementation of water quality practices, activities required under the Groundwater Protection Rule, and activities associated with wetland banking
- Eligible applicants clarified:** clarification that municipalities that have adopted a One Watershed One Plan are eligible for these competitive grants.
- Eligible activities clarified:** clarification that grant funds for public participation and engagement can ONLY be used if those expenses are necessary for the implementation of water quality practices consistent with the purposes of the funds.
- Feedlot expenses clarified:** reimbursement for roof structures and feedlot relocations cannot exceed 100% of construction costs.
- Monitoring exclusion clarified:** Water quality monitoring is an ineligible expense. The definition monitoring now calls out routine, baseline, diagnostic, and effectiveness monitoring for both surface and groundwater.
- Repayment Policy added:** "Funds repaid to a grantee from a landowner or other land occupier who has failed to maintain a practice for its effective life must be reallocated to a local cost share program or project account consistent with MN Statutes Chapter 114D.30, less the administrative cost of the grantee."

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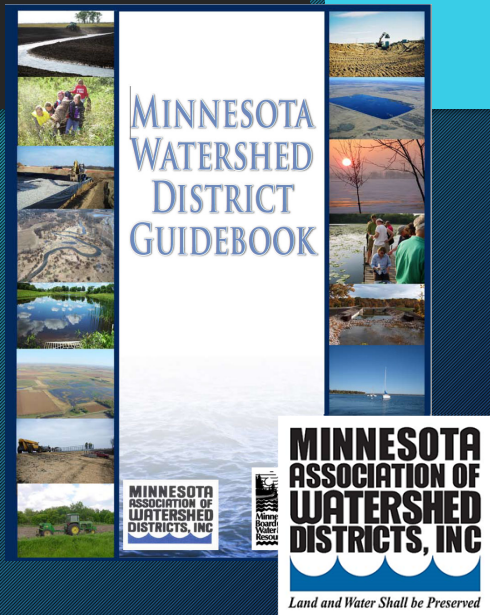
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Communication and Collaboration


6. Develop brochures and fact sheets that members can use to meet MAWD and WD/WMO objectives.

NEXT STEPS:

- **Potential directory 2022**
- **Expand library of fact sheets – let us know what you have developed**



MINNESOTA WATERSHED DISTRICT GUIDEBOOK



MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC.

Land and Water Shall be Preserved

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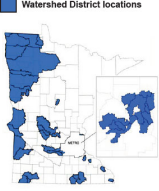
Watershed District manager appointments

Watershed District manager appointments

Effective water management: seldom a solo effort

Improving water quality or addressing flood prevention in one community almost always requires partnerships among many organizations in the surrounding area. Watershed District boundaries are based on the natural, hydrologic boundaries of a watershed, because water doesn't follow political boundaries.

Watershed Districts are independent, special purpose units of government that are created by petition. Some exist mainly to minimize property damage caused by flooding, while others have a broad range of programs and services that protect and improve water quality.



Watershed District locations

Appoint good managers: get good return on investment


Recruiting and appointing qualified, professional Watershed District managers is a key to sound water management. Watershed Districts work with counties, state and federal government agencies, Soil and Water Conservation Districts, and other organizations to accomplish conservation projects that provide tremendous value to state and local taxpayers.

Watershed District manager responsibilities


Watershed District manager duties include preparing for and attending board meetings, serving as a liaison to the local community, attending regional and statewide training, and responding professionally to inquiries from the public.

Watershed District managers:

1. Oversee and guide – Utilizing appropriate staff, partnerships and consultants, Watershed District boards guide overall planning and implementation of education, monitoring, construction and regulatory programs.
2. Utilize unique authorities – Watershed Districts exercise local levy authority and a unique statutory blend of authorities to finance projects and programs, and some may establish standards regarding land use or development activities to protect water quality and prevent flooding.



Hobart dam - Wild Rice Watershed District



State laws related to appointing watershed district managers are found in M.S. section 103D.311.

Watershed District manager appointments

Factors to consider

- **Experience:** does the candidate have relevant experience in water resources, executive, administrative or board experience?
- **Representation/Geography:** does the candidate represent a sector, location or interest which is needed on the watershed district board (but will not act only on behalf of that interest)?
- **Beliefs:** does the candidate support the mission and primary goals of the watershed district?
- **Trust:** as the appointing authority, does the county board have familiarity with or knowledge of the candidate to ensure that the watershed district's responsibilities will be fulfilled?
- **Commitment Level:** is the candidate willing to invest the necessary time and energy to prepare for and attend watershed board meetings, serve as a liaison to the local community, attend regional and statewide training, receive and respond professionally to inquiries from the public?
- **Expectations:** is the candidate willing to be a liaison to the county board on a regular basis?


Application and Interview

The appointment process should be clear, deliberate and transparent in order to recruit and appoint the best candidate. A model job description and expectations for Watershed District managers can be found at www.mnwatershed.org. Each Watershed District also has a comprehensive plan, annual budget and other documents that may be helpful in considering the qualifications of potential candidates.


Processing the decision

Approaches for identifying, screening and nominating candidates:

- County Board standing committee
- Committee of commissioners representing the watershed district area.
- County Appointments Committee or staff recommendation.
- For watersheds which have multiple counties, establish a committee with representation from each county to make recommendations to the respective county board.
- Recommendation from the Watershed District Advisory Committee.



Vesledahl wetland restoration - Sand Hill Fever Watershed District




Lake Calhoun park, Minnehaha Creek Watershed District

For more information

Minnesota Association of Watershed Districts
540 Duffley Road
St. Paul, MN 55123
(651) 452-8506
www.mnwatershed.org

Minnesota Board of Water & Soil Resources
520 Lafayette
St. Paul, MN 55122
(651) 224-2500
www.bwsr.org



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Communication and Collaboration


7. Establish chapters in Regions 1 and 2 to foster more local information sharing and education.

Accomplishments:

- Region 1 MAWD Directors hosted the first Region 1 Meeting
- Region 3 Metro MAWD continues to meet quarterly

NEXT STEPS:

- Region 2 to discuss future networking at the annual convention



MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC

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Communication and Collaboration

8. Continue to work with the Local Government Water Roundtable to have unified voice.

Current Focus:

- Increase Clean Water Fund allocations for watershed implementation
- Provide adequate capacity funding to local water governments
- Tell stories about wise use of Clean Water Funds



Association of
Minnesota Counties



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Communications and Collaborations Summary

- We have increased the ways we communicate with members.
- We are strengthening our commitment to providing adequate communication to members by writing a **communications strategy** and allocating resources to make sure it happens.
- We continue to enhance stakeholder/**member input**.
- We have more communication with **state agencies** than ever before!
- We are coordinating with **local government partners** to make our resources and influence go further.


✓ GOALS EXCEEDED



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Lobbying and Advocacy

- Increase the effectiveness of preparing and implementing our legislative platform.
 - Accomplishments:**
 - Launched the MAWD Legislative Committee for the 2020 Session.
 - Enhanced review and feedback on resolutions.
 - While very few policy bills were passed during the pandemic, MAWD continued to stay on top of pending legislation to prevent any negative impacts.
 - NEXT STEPS:**
 - Engage the legislative committee and members to develop handouts on top priorities



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Lobbying and Advocacy

2019

10/18 Issues Passed / Resolved


2020

2 Passed / Resolved, 2 died

2021

Issues Remaining:

- Increase tax levy
- Limited liability for salt applicators
- Timely WMA updates
- WD permits for DNR projects



2019 Legislative Platform - RESULTS

MN Association of Watershed Districts

TOP 2019 LEGISLATIVE PRIORITIES

The following top priorities have been set by the MAWD Board of Directors for 2019.

- Remove (or increase) the \$250,000 general fund levy limit while keeping the not-to-exceed levy limit of 0.048 percent of estimated market value. – MN Statute § 103D.905 subd. 3 **(Unable to find authors)**
- PASSED** Allow a project tax levy to serve as matching funds for all types of state and federal grants, not just for Clean Water Partnership grants (that no longer exist). – MN Statute § 103D.905 subd. 9
- RESOLVED** Remove (or increase) the \$2M limit on outstanding loans for watershed districts, especially for those entities that serve as drainage authorities. – MN Statute § 103D.335 subd. 17
- PASSED** Improve coordination and remove duplicate efforts of water management planning as currently required by various local, state, and federal laws. – MN Statutes 114D and 103D
- Reinforce existing rights to maintain/repair drainage systems that operate under Statute 103E. **(Ongoing)**
- PASSED** Increase maximum daily manager per diem rates. – MN Statute § 103D.315 subd. 8
- PASSED** Remove permitting restrictions when hiring contractors to remove common carp from lakes.

LEGISLATIVE EFFORTS WE SUPPORT (BUT LED BY OTHERS)

The following issues are supported by MAWD, but legislative efforts are being led by others.

- Obtain a strong allocation for the flood hazard mitigation funding program. LEAD: Red River Watershed Management Board (Efforts will continue next year since bonding typically happens in even-numbered years.)
- Provide limited liability protection to certified commercial salt applicators. LEAD: Minnesota Nursery & Landscape Association and Stop Over Salting
- PASSED** Provide drainage authorities a voluntary alternative option for apportioning drainage system repair costs. LEAD: Board of Water and Soil Resources (BWSR) and Drainage Work Group (DWG) partners
- PASSED** Update statutes to allow for faster compensation of ditch buffer strips. LEAD: BWSR, DWG
- When approved by the MAWD Board, bills for single watersheds will be supported. Examples: appropriation for Lower MN River dredging **PASSED**, Bois de Sioux pilot to update drainage system values **(Withdrawn by WD)**

ISSUES TO HANDLE ADMINISTRATIVELY (FOR NOW)

MAWD will continue (or begin) working with state agencies to address the following issues:


- Ensure watershed districts are given opportunities to provide input on storm
- Ensure timely updates to Wildlife Management Area (WMA) plans. **(Not started)**
- Require watershed district permits for the Department of Natural Resources:

ISSUES TO WATCH AND PLAY DEFENSE (IF NEEDED)

MAWD will keep a close eye on potential threats to watershed organizations.

- COMPLETED** Protect Clean Water Funds that focus on local implementation
- COMPLETED** Monitor for pending legislation that impacts rulemaking, for
 - HF 1887 / SF 1766 – Watershed district provisions modified (a.k.a. “De
 - HF 2314 / SF 2372 – Rice Creek watershed district spending and report

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www.mnwatershed.org



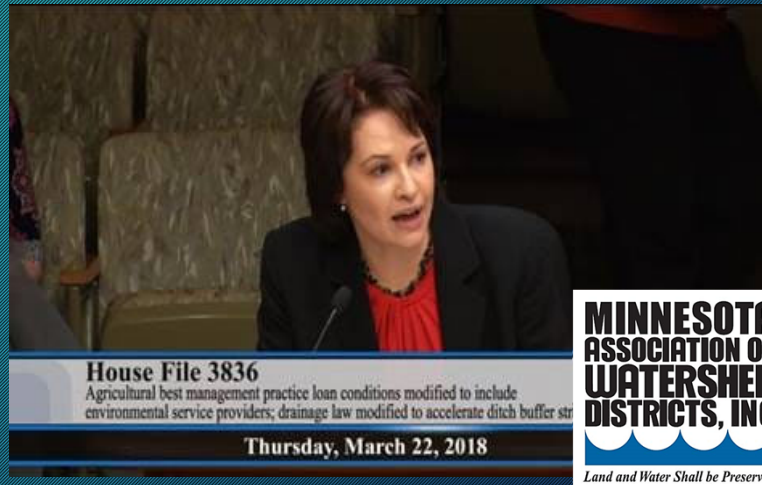
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Testimony - 2021

Voluntary SWCD / WD
Merger Study

County Obligation to
Bond for Legally Ordered
103E Drainage Projects

103D Capacity Funding



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Lobbying and Advocacy



2. Develop state and federal policy statements to reflect MAWD's positions on critical issues.

Accomplishments:

Sought legal opinions and official state positions on:

- Removal of Managers from WD boards without cause
- County refusal to bond for 103E drainage system projects that were legally ordered by a watershed district
- County's legal responsibility to appoint watershed district managers from a list submitted by only one city

NEXT STEPS:

- Write a policy book that includes positions we always work on.

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m1 BOARD OF WATER AND SOIL RESOURCES

May 22, 2020

To: Louis Smith, Smith Partners PLLP on behalf of the Heron Lake Watershed District

Fr: John Jaszchke, Executive Director, MN Board of Water and Soil Resources; Tom Gile, Resource Conservation Section Manager, MN Board of Water and Soil Resources

Re: BWSR Staff Assessment, HLWD petition requesting intervention

The following questions were submitted as part of the Heron Lake Watershed District (HLWD) petition to BWSR requesting intervention per §103A.311 in a proceeding (JD #14 improvement) under Minn. Stat. §103E on April 24, 2020.

- Whether a county, on receipt of an assessment statement, is obligated to provide funds for the total cost of a drainage project duly ordered by the watershed district acting as drainage authority, for which the county may issue bonds.
- Whether the watershed district is operating as the lawful drainage authority in this proceeding, and if so, whether the county may lawfully step in to take over that authority.

The purpose of this memo is to provide a staff assessment as to whether the BWSR Board has proper jurisdiction to act on these questions based on the definition of "Question of water policy" as defined under Minn. Stat. §103A.301, and some practical considerations related to the circumstances leading to the petition.

Assessment of Question b

We first looked at whether the watershed district is operating as the lawful drainage authority in this proceeding, and if so, whether the county may lawfully step in to take over that authority.

As to whether this is a "Question of water policy" as defined in Minn. Stat. §103A.301 the statute defines a "Question of water policy" as meaning a question of water law and policy in which use, disposal, pollution, or conservation of water is a factor in a proceeding, including:

- Determination of the governing policy of state law in the proceeding and resolution of apparent inconsistencies between different statutes;
- Or
- The proper application of the policy of state law to facts in the proceeding if application is a matter of administrative discretion.

Petition Conclusion:

"Question b" of the petition does not appear to be an issue of inconsistencies between different statutes based on the information provided by the petitioner. Nor does this appear to be an issue of proper application of the policy of state law to the facts in the proceeding as the application does not seem to be a matter of administrative discretion.

Circumstantial Findings:

According to 103D.625 Subd. 4. Construction or improvement. Construction of new drainage systems or improvements of existing drainage systems in the watershed district must be initiated by filing a petition with the managers. The proceedings for the construction or improvement of drainage systems in the watershed district must conform to chapter 103E, except for repairs and maintenance done pursuant to section 103D.621, subdivision 4.

Further review of the Minnesota Public Drainage Manual was conducted to provide guidance to the statutory interpretation.

Chapter 2, Section II, Paragraph C. Determining the Correct Drainage Authority

The legal concept of jurisdiction is built on having a statutorily authorized body adopt findings and make decisions. Determining what drainage authority has jurisdiction over a petition for a drainage project or repair is crucial. Determining the proper drainage authority depends on two equal factors:

- The type of petition being filed; and
- The location of the public drainage system.

Chapter 3 Section C (3)(i) Obtaining Jurisdiction as Drainage Authority:

The public drainage code expressly states that the petition for an improvement and bond are to be filed with the county auditor. If the proposed drainage project affects land in two or more counties, the petition must be filed with the auditor of the county with the largest area of property in the proposed drainage system.

However, if a new drainage system or an improvement to an existing drainage system is located within the jurisdiction of a watershed district, the petition must be filed with the managers of the watershed district.

Chapter 2, Section II, Paragraph C Part (3)(i). Obtaining Jurisdiction as Drainage Authority

Whether a watershed district is the proper drainage authority with jurisdiction over a drainage project or repair proceeding is dependent upon three factors:

- Whether the drainage system exists, or is proposed to be constructed, within the boundaries of an established watershed district;
- The type of project under petition; and
- Whether the joint county or county drainage authority has transferred drainage system to the watershed district.

When a watershed district is established, it has no jurisdiction as the drainage : public drainage systems until the respective joint county or county boards transfer jurisdiction to the watershed district for improvement of existing drainage systems in the watershed

A watershed district does have jurisdiction over all new drainage systems and systems within its boundaries, but must proceed according to the procedures u

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Lobbying and Advocacy

3. Partner with various groups to track legislation

Association of Minnesota Counties

MASWCD
Minnesota Association of Soil and Water Conservation Districts

m1 BOARD OF WATER AND SOIL RESOURCES

m1 DNR

MICA MINNESOTA INTER-CITY ASSOCIATION

LMC LEAGUE of MINNESOTA CITIES

MRC MINNESOTA RURAL COUNTIES

Minnesota Association of Townships

Red River Watershed Management Board

MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC

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Lobbying and Advocacy

4. Ensure legislative positions are in line with the mission, vision, and core values of MAWD.

5. Promote watershed management principles and support the formation of new watershed organizations.



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Lobbying and Advocacy

5. Promote watershed management principles.

Accomplishments:

- Testified to the Clean Water Council regarding the importance of watershed management
- Submitted joint letters with AMC, MASWCD to the Clean Water Council
- Submitted policy paper to BWSR regarding watershed-based funding policy position
- Coordinated with metro watersheds to reinforce our watershed-based funding position
- Filed petition for Rulemaking with BWSR

Attachment 5

Metro WBI Options and Criteria Comparison

Option	1. Project location (watershed location, watershed size, watershed population, watershed land use, watershed water quality, watershed water quantity, watershed water quality, watershed water quantity)	2. Financial Feasibility (watershed location, watershed size, watershed population, watershed land use, watershed water quality, watershed water quantity)	3. The Association's (MAWD) Mission and Vision Statement (watershed location, watershed size, watershed population, watershed land use, watershed water quality, watershed water quantity)	4. The Association's (MAWD) Core Values (watershed location, watershed size, watershed population, watershed land use, watershed water quality, watershed water quantity)	5. The Association's (MAWD) Strategic Plan (watershed location, watershed size, watershed population, watershed land use, watershed water quality, watershed water quantity)	6. The Association's (MAWD) Governance (watershed location, watershed size, watershed population, watershed land use, watershed water quality, watershed water quantity)	7. The Association's (MAWD) Membership (watershed location, watershed size, watershed population, watershed land use, watershed water quality, watershed water quantity)
Option 1	Green	Green	Green	Green	Green	Green	Green
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Option 99	Green	Green	Green	Green	Green	Green	Green
Option 100	Green	Green	Green	Green	Green	Green	Green

Legend: Green = Good, Yellow = Fair, Red = Poor

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Lobbying and Advocacy

Legislative Subcommittee on Minnesota Water Policy
Water Governance

Legislative Issues Pre-meeting Document
This summarizes all 5 Goals (G1-G5)

G1: SWCDs and Watershed Districts
A. Phased out Clean Water Legacy funds/increased general funding
B. General funds
C. Levy authority
D. Fixed and permanent funding from CWF

G2: Re-activation of Water Supply and Wastewater Advisory Council
A. Re-activation to ensure professional input regarding rules and guidelines
B. Council would advise MDH and the MPCA
C. What kind of staff support is needed?
D. Solicit input from stakeholders, refine duties.

G3: Re-activation of the Legislative Water Commission
A. If the work of the Commission is important, should it exist for more than 2 years?
B. This would allow for a staff commitment over reasonable amount of time
C. Prepare a bill that would re-activate the LWC for a five year period

G4-G5: Creating a Department of Water Resources: Streamlining Water Governance and Management
A. Recently, the U of M/MH (2020) studied the issues in detail
B. Recommends creation of a formal coordinating entity across agencies
C. Recommends minor changes to the current statutory framework that clarifies connections among agencies and addresses recommendations that have been made in previous reports

G1: SWCDs and Watershed Districts
D. Fixed and permanent funding from CWF
E. Voluntary consolidation/cooperation among SWCs and WEs
F. Changes to the tax bill
G. Local fees

G1: SWCDs and Watershed Districts
G. Local fees
H. Property transfer fees
I. Dedicated sale's tax
Stakeholder questions/ideas/comments to permanently fund SWCDs

WD Funding
As a reminder, the general fund levy for watershed districts has been restricted to the same amount (\$250k) for 20 years now. We need both SWCDs and WDs to have the ability to fund operations and revenue sources need to have the ability to be adjusted over time. Imagine if counties or the legislature had to operate at the same levels as in 2001! It doesn't

MINNESOTA ASSOCIATION OF WATERSHED DISTRICTS, INC
Land and Water Shall be Preserved

35

Lobbying and Advocacy

Letter of Support for the Mississippi River Restoration and Resilience Initiative Act (MRRRI) - sent July 12, 2021

MN Association of Watershed Districts, Inc.
595 Aldine Street
St. Paul MN 55104

July 12, 2021

VIA EMAIL ONLY

The Honorable Betty McCollum
United States House of Representatives
2256 Rayburn House Office Building
Washington, D.C. 20515

Re: Support of the Mississippi River Restoration and Resilience Initiative

Dear Representative McCollum:

This letter is to show support from the Minnesota Association of Watershed Districts, Inc. for the Mississippi River Restoration and Resilience Initiative (MRRRI) legislation you introduced.

MAWD is a 501(c)4 non-profit organization that represents local Minnesota governments that focus on the management of water on watershed boundaries rather than political boundaries, such as cities and counties. Our primary areas of focus include providing education and training resources for members and the lobbying and advocacy services needed to enable members to maximize their efforts to protect and restore Minnesota's water resources.

Since the Mississippi River starts in our prized Lake Itasca in northern Minnesota, it should not be a surprise we are deeply committed to the MRRRI mission of keeping the Mississippi River system as healthy and resilient as possible for current and succeeding generations of both Americans and the fish and wildlife that depend on the river. The river is in a state of ecological decline and we agree it is critical the health of the river system be restored and protected.

MAWD supports the effort to restore and protect the Mississippi River Corridor and asks Congress to pass the MRRRI Act in 2021.

Sincerely,

Mary E. Texer
Mary E. Texer
President, MAWD


cc: Josh Straka, District Director, Office of Congressman Betty McCollum - VIA E;
Emily Javens, Executive Director, MAWD - VIA EMAIL ONLY



Minnesota Association of Watershed Districts, Inc. | 595 Aldine Street | 31.1
emily@mawatershed.org | www.mawatershed.org | 651-440-4

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Lobbying and Advocacy Summary



- We were **invested in legal research** that will help WDs when faced with similar challenges.
- We increased our **circle of influence** with regular meetings with state agency commissioners.
- We strengthened our governance structure to get input from administrators AND managers in all 3 regions regarding legislative efforts through the **MAWD legislative committee**.
- We **survived 2 COVID legislative sessions** without any bills passing with negative impacts to members.

✓ GOALS EXCEEDED

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Preliminary Legislative Platform

2022 MAWD Legislative Lobbying Platform - Preliminary (not FINAL)		
PRIORITY A: TOP PRIORITIES FOR 2022 LEGISLATIVE ACTION		
TAX BILL	2018-02	18-02: Increase or Remove the \$250k General Fund Tax Levy Limit
PRIORITY B1: LEGISLATION TO SUPPORT		
'22 Bonding Bill	2016-08	16-08: Bonding Bill, Flood Hazard Mitigation Program
	2020-01	20-01: Appealing Public Water Designations
	2020-02	20-02: Limiting Negative Impacts from Wake Boats
	2017-04	17-04: Limited Liability for Certified Commercial Salt Applicators
PRIORITY B2: LEGISLATION TO DEFEAT		
	MAWD Board	Remove Eminent Domain powers for Watershed Districts
	MAWD Board	Replace Appointed Managers with County Commissioners on WD Boards
	MAWD Board	Fund a SWCD/WD Merger Study Once a 1W1P is Approved

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Preliminary Administrative Platform

BWSR - Ensure watershed-based funding goes through solid comprehensive watershed-based planning efforts

CWC - Increase funds to watershed-based implementation

MDH - Work to have WD/WMO representation on stormwater reuse issues

DNR - Work on finding ways to allow temporary water storage on DNR wetlands during major flood events

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How you can help



1. Get involved - volunteer to serve on a committee.
2. Read the newsletters and familiarize yourself with our website and the resources available there.
3. Connect regularly with your legislators and keep us in the loop or bring us along.
4. Share the educational and promotional resources you have already developed.
5. Follow us on social media. Share and/or comment on stories.

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How you can help



7. Focus on solutions and share your ideas with us.
8. Invite your MAWD Directors to your next meeting. Communicate with them often.
www.mnwatershed.org/board-of-directors-2
9. Attend events and encourage your colleagues to come, too.
10. Have an elevator speech ready about WDs/WMOs and watershed management.
11. Apply to serve on the BWSR Board.
<https://commissionsandappointments.sos.state.mn.us/Agency/Details/38>

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Questions?

<https://www.mnwatershed.org/board-of-directors-2>



Mary Texer	President	III	651-224-2919	metexer@gmail.com
Jackie Anderson	Director	III	612-819-6906	jackie.anderson@clflwd.org
Sherry Davis White	Treasurer	III	952-215-6963	sherrywhite@mediacombb.net
Ruth Schaefer	Secretary	II	320-212-5973	ruths56288@gmail.com
Wanda Holker	Director	II	320-760-6093	ewholker@fedtel.net
Linda Vavra	Director	I	320-760-1774	lvavra@fedtel.net
Peter Fjestad	Director	I	218-731-4630	pfjestad@prtel.com
Gene Tiedemann	Director	I	218-289-3511	gtiedemann@rrv.net
Emily Javens	Executive		651-440-9407	emily@mnwatershed.org

We hope you enjoyed this year's conference!

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LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 6. F. – City of Carver Levee

Prepared By

Linda Loomis, Administrator

Summary.

The City of Carver has requested reimbursement for \$75,000 of preliminary work necessary to bring its Levee up to FEMA and Corps of Engineers standards. They have provided a letter requesting reimbursement and invoices incurred.

There is a bill in the Legislature this session requesting \$9 million for construction of the Levee. The bill is being carried in the Senate (SF 1707) by Coleman and Newman. In the House (HF 1700) it is being carried by Boe and Nash.

Attachments

Letter requesting reimbursement with supporting documentation

Recommended Action

Motion to authorize reimbursement to the City of Carver



April 15, 2022

Linda Loomis
Administrator, Lower Minnesota River Watershed District
Naiad Consulting, LLC
6677 Olson Memorial Highway
Golden Valley, MN 55427

RE: City of Carver Levee Improvements
Grant Reimbursement Request #1

Dear Ms. Loomis,

Enclosed is reimbursement request #1 for work completed and costs incurred to date by the City of Carver for the above referenced project.

As part of the DNR's Flood Hazard Mitigation Grant Program, the City is responsible for funding 50% of applicable expenses until the city's maximum funding contribution is met. As part of this initial \$300,000 grant, the Lower Minnesota River Watershed District has awarded the City \$75,000 which can be used to fund a portion of the City's local cost share.

As the City's total cost share has now surpassed \$150,000 to date, we respectfully request that the District will reimburse the City the full \$75,000 which will be used to help fund the city's local match.

Please contact me if you have any questions regarding this reimbursement request.

Respectfully Submitted,

Aaron J. Schmidt, P.E.
Assistant City Engineer
City of Carver

CC: Todd Hubmer, Bolton & Menk, Inc. Levee Project Manager
Brent Mareck, City Manager

Enclosure



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1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Carver
celke@cityofcarver.com
Brent Mareck, City Manager
316 Broadway
Carver, MN 55315

April 30, 2021
Project No: 0C1.123664
Invoice No: 0268584
Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services through April 16, 2021:

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	10.50	1,648.50	
Administrative	2.00	156.00	
Specialist	1.00	106.00	
Licensed Project Surveyor	18.00	2,952.00	
Project Manager	27.50	6,600.00	
Graduate Surveyor	12.00	1,440.00	
Totals	71.00	12,902.50	
Total Labor			12,902.50
		Total this Task	\$12,902.50
		Total this Invoice	\$12,902.50



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City of Carver
 celke@cityofcarver.com
 Brent Mareck, City Manager
 316 Broadway
 Carver, MN 55315

May 31, 2021
 Project No: 0C1.123664
 Invoice No: 0270330
 Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from April 17, 2021 to May 14, 2021

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	38.00	5,966.00	
Administrative	1.50	141.00	
Specialist	29.00	3,140.00	
Design Engineer	27.00	3,024.00	
Project Manager	83.50	20,040.00	
Senior Project Engineer	10.00	1,700.00	
Totals	189.00	34,011.00	
Total Labor			34,011.00

Unit Billing

Project Mailing & Postage			
4/20/2021	Mailing	36.0 Units @ 0.60	21.60
	Total Units		21.60
Total this Task			\$34,032.60

Topographic Survey for Design (002)

Professional Services

	Hours	Amount	
Principal	1.00	175.00	
Licensed Project Surveyor	10.50	1,722.00	
Senior Technician	50.00	8,000.00	
Survey Technician	82.50	9,780.00	
Totals	144.00	19,677.00	
Total Labor			19,677.00

Total this Task \$19,677.00

Total this Invoice \$53,709.60



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City of Carver
 celke@cityofcarver.com
 Brent Mareck, City Manager
 316 Broadway
 Carver, MN 55315

June 30, 2021
 Project No: 0C1.123664
 Invoice No: 0271769
 Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from May 15, 2021 to June 11, 2021

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	7.50	1,177.50	
Specialist	25.00	2,984.00	
Design Engineer	16.00	1,792.00	
Project Manager	29.50	7,080.00	
Senior Project Engineer	2.00	340.00	
Totals	80.00	13,373.50	
Total Labor			13,373.50

Reimbursable Expenses

Testing		27,039.65	
Total Reimbursables		27,039.65	27,039.65

Total this Task \$40,413.15

Topographic Survey for Design (002)

Professional Services

	Hours	Amount	
Principal	3.50	612.50	
Licensed Project Surveyor	8.50	1,394.00	
Senior Technician	115.00	18,400.00	
Survey Technician	143.50	17,342.50	
Project Manager	1.50	240.00	
Totals	272.00	37,989.00	
Total Labor			37,989.00

Total this Task \$37,989.00

Total this Invoice \$78,402.15



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City of Carver
 celke@cityofcarver.com
 Brent Mareck, City Manager
 316 Broadway
 Carver, MN 55315

July 31, 2021
 Project No: OC1.123664
 Invoice No: 0273705
 Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from June 12, 2021 to July 9, 2021

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	11.50	1,805.50	
Specialist	3.00	354.00	
Design Engineer	26.00	2,912.00	
Project Manager	24.50	5,880.00	
Graduate Surveyor	10.00	1,240.00	
Senior Project Engineer	18.50	3,145.00	
Totals	93.50	15,336.50	
Total Labor			15,336.50
		Total this Task	\$15,336.50

Topographic Survey for Design (002)

Professional Services

	Hours	Amount	
Licensed Project Surveyor	14.00	2,296.00	
Survey Technician	22.50	3,362.50	
Project Manager	3.00	480.00	
Graduate Surveyor	5.00	620.00	
Totals	44.50	6,758.50	
Total Labor			6,758.50
		Total this Task	\$6,758.50
		Total this Invoice	\$22,095.00



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City of Carver
 celke@cityofcarver.com
 Brent Mareck, City Manager
 316 Broadway
 Carver, MN 55315

August 31, 2021
 Project No: 0C1.123664
 Invoice No: 0275425
 Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from July 10, 2021 to August 20, 2021

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	22.50	3,532.50	
Specialist	41.50	4,658.00	
Design Engineer	4.50	504.00	
Project Engineer	27.00	3,780.00	
Senior Technician	1.50	216.00	
Technician	21.50	1,887.00	
Project Manager	43.50	10,440.00	
Senior Project Engineer	12.50	2,125.00	
Totals	174.50	27,142.50	
Total Labor			27,142.50

Reimbursable Expenses

Testing		8,894.05	
Total Reimbursables		8,894.05	8,894.05

Total this Task \$36,036.55

Topographic Survey for Design (002)

Professional Services

	Hours	Amount	
Principal	1.00	175.00	
Licensed Project Surveyor	3.50	574.00	
Graduate Surveyor	1.00	124.00	
Totals	5.50	873.00	
Total Labor			873.00

Total this Task \$873.00

Total this Invoice \$36,909.55



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City of Carver
celke@cityofcarver.com
Brent Mareck, City Manager
316 Broadway
Carver, MN 55315

September 30, 2021
Project No: 0C1.123664
Invoice No: 0277212
Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from August 21, 2021 to September 17, 2021

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	19.50	3,061.50	
Administrative	6.50	879.00	
Specialist	31.00	3,949.00	
Design Engineer	7.50	862.00	
Project Engineer	39.50	5,530.00	
Senior Technician	6.50	866.00	
Project Manager	20.50	4,920.00	
Senior Project Engineer	.50	85.00	
Totals	131.50	20,152.50	
Total Labor			20,152.50
		Total this Task	\$20,152.50

Topographic Survey for Design (002)

Professional Services

	Hours	Amount	
Specialist	3.00	398.00	
Totals	3.00	398.00	
Total Labor			398.00
		Total this Task	\$398.00
		Total this Invoice	\$20,550.50



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City of Carver
celke@cityofcarver.com
Brent Mareck, City Manager
316 Broadway
Carver, MN 55315

October 31, 2021
Project No: 0C1.123664
Invoice No: 0278958
Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from September 18, 2021 to October 15, 2021

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	13.50	2,119.50	
Administrative	7.50	1,050.00	
Specialist	61.00	6,424.00	
Design Engineer	4.50	517.50	
Project Engineer	31.00	4,340.00	
Senior Technician	1.00	144.00	
Project Manager	20.50	4,920.00	
Senior Project Engineer	1.50	255.00	
Totals	140.50	19,770.00	
Total Labor			19,770.00
		Total this Task	\$19,770.00
		Total this Invoice	\$19,770.00



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City of Carver
 celke@cityofcarver.com
 Brent Mareck, City Manager
 316 Broadway
 Carver, MN 55315

November 30, 2021
 Project No: 0C1.123664
 Invoice No: 0280670
 Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from October 16, 2021 to November 12, 2021

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	11.00	1,727.00	
Specialist	33.00	3,483.00	
Design Engineer	1.00	115.00	
Project Engineer	13.50	1,890.00	
Senior Technician	12.00	1,728.00	
Project Manager	19.50	4,680.00	
Senior Project Engineer	1.00	170.00	
Totals	91.00	13,793.00	
Total Labor			13,793.00

Reimbursable Expenses

Misc. Reimbursable Expense			
10/31/2021 Astound US, Inc		3,190.00	
10/31/2021 Astound US, Inc		3,190.00	
Testing			
10/31/2021 Braun Intertec Corporation		738.10	
Total Reimbursables		7,118.10	7,118.10

Total this Task \$20,911.10

Total this Invoice \$20,911.10



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City of Carver
 celke@cityofcarver.com
 Brent Mareck, City Manager
 316 Broadway
 Carver, MN 55315

December 31, 2021
 Project No: 0C1.123664
 Invoice No: 0282211
 Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from November 13, 2021 to December 10, 2021

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	11.00	1,727.00	
Landscape Architect	8.00	1,040.00	
Specialist	9.00	929.00	
Design Engineer	1.00	115.00	
Project Engineer	13.50	1,890.00	
Senior Technician	5.00	720.00	
Project Manager	23.00	5,520.00	
Senior Project Engineer	1.00	164.00	
Totals	71.50	12,105.00	
Total Labor			12,105.00

Reimbursable Expenses

Testing			
11/30/2021	Braun Intertec Corporation	Geotechnical	5,478.00
11/30/2021	Braun Intertec Corporation	Geotechnical	10,939.50
	Total Reimbursables		16,417.50
Total this Task			\$28,522.50
Total this Invoice			\$28,522.50



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City of Carver
celke@cityofcarver.com
Brent Mareck, City Manager
316 Broadway
Carver, MN 55315

January 31, 2022
Project No: 0C1.123664
Invoice No: 0283840
Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from December 11, 2021 to December 31, 2021

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	4.50	706.50	
Specialist	.50	59.00	
Senior Technician	1.50	216.00	
Project Manager	15.50	3,720.00	
Totals	22.00	4,701.50	
Total Labor			4,701.50
		Total this Task	\$4,701.50
		Total this Invoice	\$4,701.50



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City of Carver
celke@cityofcarver.com
Brent Mareck, City Manager
316 Broadway
Carver, MN 55315

February 28, 2022
Project No: 0C1.123664
Invoice No: 0285380
Client Account: CARVER_CI_MN

Carver/Certified Levee Improvements

Professional Services from January 8, 2022 to February 4, 2022

Preliminary Design (001)

Professional Services

	Hours	Amount	
Principal	20.00	4,333.00	
Specialist	8.50	1,063.00	
Senior Technician	1.00	150.00	
Totals	29.50	5,546.00	
Total Labor			5,546.00
		Total this Task	\$5,546.00
		Total this Invoice	\$5,546.00



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 6. G. – Dredge Management

Prepared By

Linda Loomis, Administrator

Summary.

i. **Vernon Avenue Dredge Material Management site**

LS Marine has been selling material placed on the LMRWD site from the main channel. They will inform the LMRWD of the actual amount removed and who it was sold to. The LMRWD will then invoice the purchaser.

The Affidavit of Trespass was submitted to the Savage Police Department. The Savage Police recommended posting “No Trespassing” signs on the property. Three signs were purchased from the Savage Police and LS Marine will post the signs at the access to the site from Vernon Avenue and at the two access points along the MN River.

ii. **Private Dredge Material Placement**

LMRWD received checks from CHS, Inc, and Savage Riverport for placement of private dredge material on the LMRWD site in 2021.

President Hartmann had asked about the amount of private dredge material placed on the LMRWD site. A chart showing the amounts placed on the site from each of the 4 barge slips that are dredged annually is attached. I have reached out to CHS, to see if they have records from before material was being placed on the LMRWD site and have received no response.

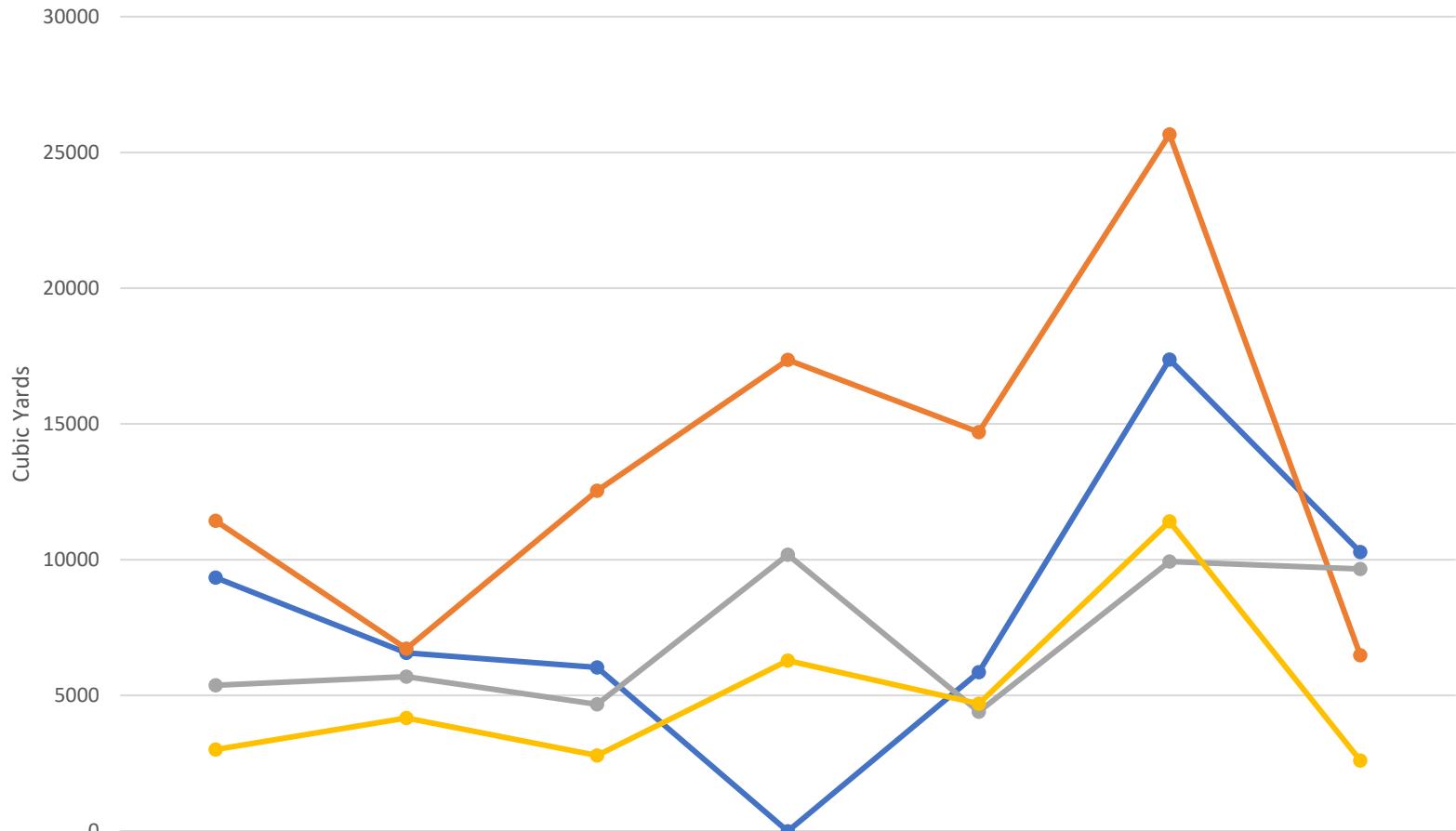
Attachments

Private dredge materials volume 2014 through 2021
Historical Minnesota River dredging 1970 through 2018

Recommended Action

No action recommended

Chart Title



	2014	2015	2016	2017	2018	2020	2021
● Cargill East	9343	6573	6033	0	5860	17375	10281
● Cargill West	11437	6720	12537	17364	14695	25663	6485
● CHS	5377	5691	4677	10184	4400	9927	9663
● Savage Riverport	3008	4166	2794	6285	4697	11406	2607

RECORD OF DREDGING EVENTS ON THE MINNESOTA RIVER
NINE FOOT CHANNEL 1970-2018

DREDGE CUTS	Above Savage R.R. Bridge	Cargill slip	Peterson's Bar	Below Peterson's Bar	Above 35W Bridge	4 Mile Cut-off	Mouth of River	Total
River Mile	14.5-14.7	12.6-12.8	11.9-12.2	12.1	10.1	4	0.7-0.9	
YEAR								
1970								0
1971			4,689				28,832	33,521
1972								0
1973	13,154		36,532	13,206				62,892
1974								0
1975								0
1976	26,000		37,800					63,800
1977	24,000							24,000
1978								0
1979								0
1980	12,800		3,800					16,600
1981								0
1982	43,500		18,516	1,248				63,264
1983	39,515	11,808	29,516		36,612			117,451
1984								0
1985								0
1986								0
1987			18,201			4,389		22,590
1988			3,870					3,870
1989			12,478					12,478
1990								0
1991			3,515					3,515
1992	5,087		5,920					11,007
1993			12,542				3,402	15,944
1994								0
1995			30,133					30,133
1996	5,190		12,842					18,032
1997			18,799					18,799
1998	2,634	2,498	29,593					34,725
1999			8,000					8,000
2000	7,594	3,902	14,516					26,012
2001	3,071		23,769					26,840
2002								0
2003	3,075		27,197					30,272
2004	5,911		14,266					20,177
2005								0
2006	5,006	4,409	17,667					27,082
2007	8,912	7,939	22,643					39,494
2008	11,785	5,018						16,803
2009	15,241	4,273	10,113					29,627

2010		4,810	11,076					15,886
2011			47,169					47,169
2012								0
2013	7,960		22,427					30,387
2014								0
2015	560	3,016	13,628					17,204
2016								0
2017			21,635					21,635
2018		872	31,181					32,053
Totals 70-18	240,995	48,545	564,033	14,454	36,612	4,389	32,234	941,262
# Years	49	49	49	49	49	49	49	49
Average 70-18	4,918	991	11,511	295	747	90	658	19,209
# Years	18	9	30	2	1	1	2	
Average Job	13,389	5,394	18,801	7,227	36,612	4,389	16,117	
Freq. (%)	37%	18%	61%	4%	2%	2%	4%	

Note 1: Average depths of cut were 11' to 12'

Note 2: Volumes are in cubic yards

	20 Year Average		30 Year Average	
Total 1998-2018	423,366		Total 1988-2018	537,144
# Years	20		# Years	30
Average Amount	21,168		Average Amount	17,905



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 6. I. – 2022 Legislative Action

Prepared By

Linda Loomis, Administrator

Summary.

Lisa Frenette and I met with Representative Kotyza-Witthuhn, on March 23rd, to ask if she would consider being chief author of the LMRWD legislation for Area #3. Area #3 is in Representative Kotyza-Witthuhn's district. She agreed to carry the legislation (HF 4712), which was introduced on March 31st and referred to the Capital Investment Committee.

The Capital Investment Committee has scheduled a hearing for the bill on Tuesday, April 19th at 8:30am.

The bill (SF 4366) was introduced to the Senate on March 29, 2022 and referred to the Capital Investment Committee.

The legislation that deals with limited liability for salt applicators (SF 2768) passed the Senate Civil Law committee and was referred to the Senate Finance Committee. The companion bill in the house is waiting for a hearing in the Environment Committee.

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 20, 2022

Agenda Item

Item 6. J. – Education and Outreach

Prepared By

Linda Loomis, Administrator

Summary.

At the October 2021 Board of Manager meeting, the Board authorized the development of educational signage. The signage is done and ready to be installed. I do not have the final design, but drafts are attached to give the Board an idea of what the signs will look like.

The LMRWD has committed to staff a booth at Eden Prairie's Arbor Day Walk and Green Fair, April 30th. One Citizen Advisory Committee members has agreed to assist with staffing the booth.

Q2 social media plan is attached for the Board's information.

Attachments

[Draft educational signage](#)

Q2 2022 Social Media Plan

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 20, 2022

Agenda Item

Item 6. K. – LMRWD Projects

Prepared By

Linda Loomis, Administrator

Summary.

i. **Area #3**

LMRWD has updated the workplan based on recommendations that resulted from previous work the LMRWD developed on this project. LMRWD staff asks the Board to review the updated workplan, approve and authorize staff to begin work on the workplan.

Attachments

Minnesota River Area 3: 2022 Comprehensive Design Development Workplan dated April 15, 2022

Recommended Action

Motion to approve workplan and authorize staff to begin work.

LOWER MINNESOTA RIVER WATERSHED DISTRICT
Minnesota River Area 3: 2022 Comprehensive Design Development

WORKPLAN—April 15, 2022

The Lower Minnesota River Watershed District (LMRWD or District) has been studying and collaborating with the City of Eden Prairie (City) to monitor the erosion occurring along the north bank of the Minnesota River since 2011.

In 2020 the continued erosion of the riverbank and subsequent failure of the bluff slope above it was estimated to have caused approximately 100,000 tons of soil and sediment to enter the river at a rate of 5,000 tons per year, contributing to the increased turbidity and excess nutrients within the lower Minnesota River.

In 2021, after 10 years of collecting monitoring data, the District was ready to move forward with a design to stabilize the riverbank and prevent future erosion of the bluff toe and further contributions to the excess sediment and nutrient loadings to the river. Inter-Fluve was contracted by the LMRWD to develop design plans for when the District acquired funds for construction; however, during the development of the preliminary plans, Inter-Fluve determined that the City stormwater pond had direct impacts to the stability of Area 3. At that time, the LMRWD decided to coordinate with the City and move forward with a comprehensive project to address the upper slope stability, riverbank erosion, and removal of the City stormwater pond.

This workplan considers the previous work done, Barr Engineering’s (Barr) recommendations on the upper slope, and Inter-Fluve’s recommendations on the riverbank and consolidates them into one comprehensive design package. The goal of this workplan is to take the design to 90 percent completeness until the District and City have obtained funding to remove the pond, stabilize the riverbank, and construct a new and stable outfall from the City stormwater system.

Summary

<i>Outcome:</i>	Field data collection for upper slope, 60 and 90 percent construction plans, specifications, and engineer’s estimate for riverbank stabilization and stormwater pond removal
<i>Project stakeholders:</i>	City of Eden Prairie, Hennepin County
<i>Timeline for completion of project:</i>	April 2022–October 2022 (estimated)
<i>Total project budget¹:</i>	\$212,172–\$228,682 (LMRWD: \$69,400–\$79,400; Barr: \$40,400–\$46,910; Inter-Fluve: \$102,372)

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

Objective 1. Project Management

This objective consists of managing the project scope, submittals, schedule, and budget and providing periodic communications from Inter-Fluve and Barr to LMRWD staff via email and phone and from staff to the Board.

Task 1-1: Project Coordination Meetings: Project coordination meetings to maintain communication with stakeholders will be necessary. The following meetings are planned:

- Kickoff meeting with LMRWD, Inter-Fluve, and Barr Engineering
- Field Data Results meeting with LMRWD, Inter-Fluve, and Barr Engineering
- Stormwater Pond Removal Conceptual Design Review meeting
- Design Review meeting, following 60 percent design
- Regulatory Agencies Review meeting, following 60 percent design
- Design Review Meeting, following 90 percent design
- Monthly coordination meetings

Task 1-2: Board updates: LMRWD staff will provide update memos to the Board summarizing the field data results and again following the 60 and 90 percent design review meetings and will provide project schedule updates as necessary.

Timeline for completion: April 2022–October 2022

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

Estimated budget: \$29,208–\$31,108 (LMRWD: \$11,700–\$12,900; Barr: \$4,000–\$4,700; Inter-Fluve: \$13,508)

Objective 2. Field Data Collection

This objective consists of managing the existing inclinometers on the upper slope as well as collecting new data to evaluate the elevation of groundwater in the upper slope area and monitor the erosion of the scarp.

Task 2-1: Piezometers and Soil Borings: As part of the 2021 slope stability analysis, Barr recommended confirming the soil types and groundwater elevations at Area 3. The analysis relied on one soil boring that was nearby the failure site. If the actual conditions at Area 3 are different than assumed, this could significantly change Barr's slope recommendations. Barr will install two vibrating wire piezometers and collect soil borings along the upper slope to confirm the 2021 slope stability analysis assumptions.

Task 2-2: Topographic Survey: This task includes collection of additional topographic survey data in the vicinity of the City stormwater pond and downstream area. Inter-Fluve will collect these data to support design development and updates to the hydraulic model and will also collect data in front of the City stormwater pond and throughout the area surveyed in 2021 to

support design and evaluate changing subsurface conditions since the previous survey. Additionally, Inter-Fluve will also collect new drone imagery of the project site. Inter-Fluve and Young Environmental will meet on-site to coordinate data collection and discuss preliminary stormwater outlet designs.

Timeline for completion: April 2022–June 2022 (weather dependent)

Deliverables: Locations of scarp monitoring stakes and initial measurements, installation of piezometers, soil borings logs and report, and updated topography at the City stormwater pond

Estimated budget: \$45,668–\$50,378 (LMRWD: \$5,800–\$6,700; Barr: \$25,400–\$29,210; Inter-Fluve: \$14,468)

Objective 3. Sixty Percent Design

Task 3-1: 60 percent design development: This task includes design and analysis to support the development of the 60 percent design deliverables and will be based on the final conceptual design sketch for the stormwater pond removal and the launchable rock toe (from the 2021 conceptual design). Young Environmental will complete the design for the new stormwater pond outlet structure. This task includes the development of design plans, a technical design memorandum, Engineer’s Opinion of Probable Construction Costs (EOPCC), and an updated permit matrix with estimated timelines and submittal needs.

Task 3-2: Hydraulic Modeling: Inter-Fluve will update the previously developed 2-D HEC-RAS hydraulic modeling of existing conditions with the 2022 topographic and bathymetric data to extend the model area downstream through the City stormwater pond to verify the river hydraulics. Because the 2D model is not accepted by FEMA for no-rise permitting, Young Environmental will develop a separate 1D model to confirm that no impact to water surface elevations will occur because of the proposed stabilization.

Task 3-2: 60 percent design package review: Inter-Fluve will provide LMRWD staff with the 60 percent design package, including construction plans, the design memorandum, the permitting matrix, and a comment log to track comments on the 60 percent design plans. Inter-Fluve will also share this design package with Barr Engineering to confirm compatibility with the upper slope assumptions. LMRWD staff will review the package and compile comments in the comment resolution log for Inter-Fluve.

Timeline for completion: June–July 2022 (may be affected by data collection efforts in Objective 2)

Deliverables: 60 percent design package, technical design memorandum, hydraulic modeling, EOPCC, permit matrix, and comment log; Board update memo

Estimated budget: \$67,444–\$72,144 (LMRWD: \$23,500–\$27,100; Barr: \$5,500–\$6,600; Inter-Fluve: \$38,444)

Objective 4. Permitting

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

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

Task 4-3: Permit applications: LMRWD staff will draft permit applications based on the 60 percent plans Inter-Fluve provided and apply for applicable permits, including an LMRWD permit, the joint permit application for the MnDNR and USACE, and public waters permit. LMRWD staff will compile agency review comments and provide them to Inter-Fluve for incorporation into the 90 percent design package in Objective 5.

Timeline for completion: June–August 2022

Deliverables: Permit applications, Phase 1 analysis and summary

Estimated budget: \$13,900–\$16,000 (LMRWD: \$13,900–\$16,000; Barr: \$0; Inter-Fluve: \$0)

Objective 5. 90 Percent Design Review

Task 5-1: 90 percent design development: Inter-Fluve will develop 90 percent design plans based on the comments provided at the end of Tasks 3-2 and 4-3. The plan set will be updated by Inter-Fluve to incorporate these comments, update the technical memorandum and EOPCC, and provide technical specifications for review. Note that because of the unknown construction date, the Division 0 specifications will not be prepared at this time and will need to be completed with the future construction phase.

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

Timeline for completion: September–October 2022

Deliverables: 90 percent design package, updated technical design memorandum and EOPCC, permit matrix, and comment log; technical specifications (Divisions 1 and 2 and Special Provisions only); Board update memo

Estimated budget: \$55,952–\$59,052 (LMRWD: \$14,500–\$16,700; Barr: \$5,500-\$6,400; Inter-Fluve: \$35,952)

Attachments

- Barr Engineering February 2022 Estimate
- Inter-Fluve March 2022 Draft Workplan and Estimate

Area 3

Cost Estimate for Soil Borings and Piezometer Installation

by B. Theroux

2/11/2022

Attachment 1 - Barr Engineering February 2022 Estimate

ITEM	COST
Instrumentation Equipment <ul style="list-style-type: none">• 2 vibrating wire piezometers• 2 protective covers at surface• 280 feet of cable length	\$ 1,700
Drilling <ul style="list-style-type: none">• 1 boring with truck rig at residential property to 150 feet depth• 1 boring with all-terrain rig to 100 feet depth downslope of residential property boundary• 3-4 days of drilling• SPT sampling every 5 feet	\$ 16,000
Lab Testing <ul style="list-style-type: none">• 13 moisture content• 13 gradations	\$ 1,700
Barr Labor <ul style="list-style-type: none">• Drilling and lab testing coordination• Field oversight during drilling• Boring logs, installation logs, other documentation	\$ 6,000
Total	\$ 25,400
Contingency	15%
Total w/contingency	\$ 29,210

Notes

Does not include coordination efforts to gain right of entry through non-public property.

Does not include dataloggers at piezometer locations. Assumes piezometer readings are collected manually in the field.

Periodic field trips to collect piezometer data are not included.

Does not include survey of boring locations.

Area 3 Project

Design for Launchable Toe and Stormwater Pond Removal

This document serves as a project work plan detailing Inter-Fluve's scope of services, assumptions, deliverables, and schedule for 90% design for the Area 3 Minnesota Riverbank Stabilization Project involving Stormwater Pond Removal and Launchable Toe.

Project Scope of Services

Task 1: Project Management

This task includes monthly project invoicing, monthly 30-minute project update phone calls with the LMRWD Project Manager, and the following virtual meetings:

- Kickoff meeting with LMRWD and Young Environmental
- Stormwater Pond Removal Conceptual Design Review Meeting
- Design Review Meeting following 60% Design
- Design Review Meeting following 90% Design

Deliverables:

- Meeting agenda (provided one week in advance) and meeting minutes
- Monthly invoices

Assumptions:

- All meetings will be held virtually
- Geotechnical review of the slopes is being completed by Barr Engineering. It is assumed that Barr's findings will not change their current recommendations that no action is necessary relative to geotechnical slope stability. Should Barr's recommendations change, the scope for this project will need to be updated and coordinated with any necessary slope stability design.

Task 2: Data Collection, Conceptual Design for Stormwater Pond Removal, and Stormwater Outlet Coordination

This task includes collection of onsite data, conceptual design for the stormwater pond removal, and coordination with Young Environmental regarding the design of the stormwater outlet. Topographic survey data in the vicinity of the City stormwater pond and downstream area will be collected to support design development and updates to the hydraulic model. Bathymetric data will be collected in front of the City Stormwater pond and throughout the area surveyed in 2021 to support design and to evaluate changing subsurface conditions since the previous survey. Additionally, new drone imagery will be collected of the project site.

This task includes an onsite meeting with Young Environmental to discuss the concept design for stormwater pond removal and stormwater outlet design. Following the onsite meeting, a draft conceptual sketch (planimetric rendering) for stormwater pond removal design will be prepared and discussed at the Stormwater Pond Removal Conceptual Design Review Meeting. Following the meeting, a final conceptual design sketch will be developed for use in 60% design. Inter-Fluve will coordinate with Young Environmental regarding the stormwater outlet design throughout this task.

Deliverables:

- Survey data (csv format)
- Aerial imagery
- Conceptual design sketch for stormwater pond removal (DRAFT and FINAL)

Assumptions:

- Topographic survey will be conducted during leaf off in ice- and snow-free conditions. Bathymetric survey will be conducted during low-flow ice-free conditions.
- The survey will consist of a topographic and bathymetric survey within the limits of the proposed project area using an RTK GPS and hydrone-mounted RTK GPS.
- The LMRWD will coordinate and arrange access to all properties required for completion of the survey.
- This task does not include redesign work.
- Young Environmental will complete the design for the new stormwater pond outlet.

Task 3: Preliminary Design (60%)

This task includes design and analysis to support the development of the 60% design deliverables, and will be based on the final conceptual design sketch for the stormwater pond removal and the launchable rock toe (from the previous conceptual design efforts.) Young Environmental will complete the design for the new stormwater pond outlet structure.

This task includes updating of the previously developed 2-D HEC-RAS hydraulic modeling of existing conditions with new topographic and bathymetric data, and development of a 2-D proposed conditions hydraulic model. It also includes development of design plans (estimated at approximately 12 sheets), a technical design memorandum, EOPCC (Engineer's Opinion of Probable Construction Costs) and an updated permit matrix with estimated timelines and submittal needs. The team will develop a comment log to track comments on the 60% design plans.

Deliverables:

- 60% design plans
 - Estimated at 12 sheets including: title sheet, general layout (existing utilities and removals), grading plan, tabulations, staging plans, stormwater pollution prevention plan, erosion and sediment control plan, proposed conditions plan sheets, proposed conditions cross-sections, and typical details.
- Technical Design Memorandum
 - The technical design memorandum will reference previous conceptual design and data collection efforts, and will summarize newly collected onsite data, hydraulic model setup and analysis, proposed design elements, and design calculations and assumptions. This document will serve as a record of engineering due diligence for the project.
- Hydraulic Modeling

- The 2-D HEC-RAS model of existing conditions will be updated with newly collected data and a proposed conditions model will be built. Model results will inform proposed bank stabilization design and configuration as well as material sizing.
- Engineer's Opinion of Probable Construction Cost (EOPCC)
 - Approximate opinion of construction costs for mobilization, access, site preparation and cleanup, and construction time and materials will be provided. This EOPCC will be developed using recent bid prices from recent Inter-Fluve projects within the region as well as publicly available bids for similar projects within the region.
- Permit Matrix document
 - Inter-Fluve will update the previously developed matrix document to identify the necessary permits, approvals, reviews, submittal needs, and timeline.
- Comment log
 - Comment log will be developed to track stakeholder comments received on the 60% deliverable for revisions at the 90% design stage.

Assumptions:

- LMRWD team will consolidate comments from staff and stakeholders to submit to Inter-Fluve
- Inter-Fluve will develop supporting documentation and calculations necessary for permitting applications, which will be developed and submitted by LMRWD.
- This scope does not include development of a 1-D hydraulic model for supporting permit applications.
- Young Environmental will be developing and stamping the stormwater outlet design plan sheets to be integrated via PDF into the Inter-Fluve plans.

Task 4: Final Design (90%)

This task includes the development of a 90% construction document set (estimated at approximately 20 sheets), an updated EOPCC, specifications, and an updated technical memorandum to capture the final design decisions and analysis.

Deliverables:

- 90% design plans
- Updated EOPCC
- Specifications (Division 1 and Division 2+ Technical Specification Sections)
- Updated technical design memorandum
- Updates to the comment log (to be addressed in a future design phase)
- Updated permit submittal matrix with estimated approval timelines based on feedback from LMRWD's conversations with permitting staff.

Assumptions:

- Specifications will be developed in CSI format. LMRWD will provide information to support development of Division 0 and Division 1 specification sections, as appropriate. .
- Young Environmental will be developing the stormwater outlet design plans.
- Young Environmental will be responsible for communication with permitting staff within each agency.

Project Schedule

We propose a 6 month schedule for this work with Tasks 2, 3, and 4 each taking approximately 2 months. The final project schedule will be agreed upon prior to finalizing the contract and will consider review time necessary for the LMRWD.

Project Budget

Task	Fee
1: Project Management	\$13,508
2: Data Collection, Conceptual Design, and Coordination	\$14,468
3: Preliminary Design (60%)	\$38, 444
4: Final Design (90%)	\$35,952
Total:	\$102, 372



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 20, 2022

Agenda Item

Item 6. L. – Permits & Project Reviews

Prepared By

Linda Loomis, Administrator

Summary.

i. LMRWD Permit Renewals

LMRWD Permits are set to expire on several projects. Young Environmental, on behalf of the LMRWD, has checked with the permit applicants about the status of the projects and four of them are not complete and extensions are needed. Young Environmental checked to make sure the projects have not changed since permits were granted and extension is recommended for the following:

- CSAH 11 Reconstruction
- Canterbury Crossing
- Southwest Logistics Center
- 106th Street Improvements

Attachments

Technical Memorandum April 2022 Individual Project Permit Renewal Requests

Recommended Action

Motion to renew permits as provided in Table 1 attached to the Technical Memorandum April 2022 Individual Project Permit Renewal Requests

ii. Biff's, Inc. (LMRWD Permit No. 2022-011)

This project proposes to construct an office and warehouse with outdoor storage. Young Environmental has reviewed the application on behalf of the LMRWD and is recommending conditional approval contingent upon the receipt of an NPDES permit and contact information for the contractor and the person(s) responsible for inspection and maintenance of all erosion and sediment control features.

Attachments

Technical Memorandum Biff's Inc. (LMRWD Permit No. 2022-011) dated April 13, 2022

Recommended Action

Motion to conditionally approve Biff's Inc. (LMRWD Permit No. 2022-011) contingent upon the receipt of an NPDES permit and contact information for the contractor and the person(s) responsible for inspection and maintenance of all erosion and sediment control features.

iii. Engineered Hillside (LMRWD Permit No. 2022-007)

This project is to stabilize the backyard of a new home that was constructed before the LMRWD permit program went into effect. The backyard is in the steep slope overlay zone. The City of Eden Prairie opted out of the LMRWD municipal permit option, so all project within the LMRWD located in Eden Prairie are subject to LMRWD permit review.

Young Environmental reviewed the application and supporting documentation, on behalf of the LMRWD, and recommends approval of a permit.

Attachments

Technical Memorandum Engineered Hillside (LMRWD No. 2022-007) dated April 14, 2022

Recommended Action

Motion to approve a permit for 10800 Azure Skies, Eden Prairie, MN

iv. Quarry Lake Trail and Pedestrian Bridge (LMRWD Permit No. 2022-010)

This project requires a LMRWD permit because the project lies partially in the 100-year flood-plain and the City of Shakopee does not have authority though its municipal permit to permit projects located in floodplains. The City of Shakopee will construct a trail over TH 169 and the trails connecting existing trails to the Bridge have wetland and floodplain impacts. Therefore a permit from the LMRWD is required.

Young Environmental has reviewed the application and supporting documentation on behalf of the LMRWD and recommends conditional approval contingent upon receipt of the final signed construction plans.

Attachments

Technical Memorandum Quarry Lake Trail and Pedestrian Bridge (LMRWD No. 2022-010) dated April 13, 2022

Recommended Action

Motion to conditionally approve a permit for Quarry Lake Trail and Pedestrian Bridge (LMRWD No. 2022-010) contingent upon receipt of the final signed construction plans

v. Normandale Boulevard & 98th Street Intersection Project (LMRWD Permit No. 2022-013)

The City of Bloomington is proposing to construction improvements to the intersection of Normandale Boulevard and 98th Street.

Young Environmental reviewed the application on behalf of the LMRWD, and is recommending conditional approval of a permit contingent upon receipt of a copy of the NPDES permit and contact information for the contractor and the person(s) responsible for inspection and maintenance of all erosion and sediment control features.

Attachments

Technical Memorandum Normandale Blvd & 98th St Intersection Project (LMRWD No. 2022-013) dated April 13, 2022

Recommended Action

Motion to conditionally approve Normandale Blvd & 98th St Intersection Project (LMRWD No. 2022-013) contingent upon receipt of a copy of the NPDES permit and contact information for the contractor and the person(s) responsible for inspection and maintenance of all erosion and sediment control features

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Katy Thompson, PE, CFM
Hannah LeClaire, PE

Date: April 14, 2022

Re: April 2022 Individual Project Permit Renewal Requests

Per Lower Minnesota River Watershed District (LMRWD) Rule A, it is the permittee's responsibility to request permit renewals when necessary. However, LMRWD staff has taken a proactive approach by sending monthly reminders to current permit holders with upcoming permit expirations.

The attached Table 1 summarizes the permittees who have responded to the permit expiration reminder, confirmed that no significant changes to the proposed project have occurred since the original permit was issued, and requested a permit extension to complete their projects.

Recommendation

Staff recommends renewing the permits provided in Table 1.

Table 1. Summary of April 2022 LMRWD permit renewal requests.

LMRWD No.	Project Name	City	Previous Expiration Date	Recommended Expiration Date
2020-110	CSAH 11 Reconstruction	Carver	4/13/22	4/13/23
	<u>Reason for Extension</u> Project was substantially complete in fall 2021; requested extension to confirm vegetation establishment and remaining punch-list items.			
2020-135	Canterbury Crossing	Shakopee	5/11/22	5/11/23
	<u>Reason for Extension</u> Mass grading of site is complete; need additional time for irrigation, sod, and phase-two vertical construction.			
2021-003	Southwest Logistics Center	Shakopee	4/21/22	4/21/23
	<u>Reason for Extension</u> Construction is complete, but project closeout and final survey have been delayed.			
2021-023	106th Street Improvements	Bloomington	6/17/22	6/17/23
	<u>Reason for Extension</u> Project construction was delayed until fall 2021 and will continue throughout 2022 construction season.			

Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Hannah LeClaire, PE
Katy Thompson, PE, CFM

Date: April 13, 2022

Re: Biffs, Inc. (LMRWD Permit No. 2022-011)

Biffs, Inc. (the applicant) has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD) to construct an office and warehouse with an outdoor storage lot in the City of Burnsville (City), as shown in Figure 1. The applicant's engineer, Rehder, has provided site plans for the Biffs, Inc. project (Project) along with the permit application.

The proposed project consists of constructing a 13,300 square-foot office and warehouse building, associated bituminous outdoor storage area, and a parking lot. The project would disturb 3.96 acres and create a net 1.76 acres of new impervious surface. The project would not be located within the High Value Resource Area, Steep Slopes Overlay District, or 100-year floodplain. The applicant proposes to commence construction on May 2, 2022.

Because the City does not have its LMRWD municipal LGU permit, this project requires an LMRWD individual permit and is subject to an LMRWD permitting review.

Summary

<u>Project Name:</u>	Biffs, Inc.
<u>Purpose:</u>	Office, warehouse building, and parking lot construction located within Burnsville's Minnesota River Quadrant Industrial Redevelopment Area
<u>Project Size:</u>	3.96 acres disturbed; 0.89 acres existing impervious;

2.65 acres proposed impervious; net increase of 1.76 acres new impervious

Location: 12547 Dupont Avenue South, Burnsville, MN 55337 (Parcel 037-021562001140)

LMRWD Rules: Rule B—Erosion and Sediment Control
Rule D—Stormwater Management

Recommended Board Action: Conditional approval

Discussion

The District received the following documents for review:

- LMRWD online permit application, received February 28, 2022
- Preliminary Plan Set by Rehder, dated February 23, 2022, received February 28, 2022
- Half-Section Map by the Dakota County Office of GIS, dated April 20, 2020, received February 28, 2022
- Pond Drainage Area Map by SEH, dated November 3, 2011, received February 28, 2022
- SEH Technical Memorandum by SEH, dated February 9, 2012, received February 28, 2022
- Individual Project Permit Authorization of Agent, dated March 14, 2022, received March 15, 2022
- Technical Memorandum—Yellow Freight Pond—Stormwater Development Review City of Burnsville by AE2S, dated March 18, 2022, received March 22, 2022

The application was deemed complete on March 29, 2022, and the documents received provide the minimum information necessary for permit review.

Background

This development is part of a larger regional development called the Minnesota River Quadrant (MRQ), which is generally bounded by the Minnesota River to the north, I-35W to the east, and Lynn Avenue to the west. In 2011 the City earmarked the MRQ for future development and redevelopment and created an overall master plan for stormwater management that would meet City standards for stormwater rate control and water quality. The MRQ is immediately upstream from the City's drinking water intake, within the City's Drinking Water Protection Overlay District (DWPOD), and partially within the Minnesota Department of Health's Drinking Water Supply Management Area (DWSMA), precluding infiltration in much of the MRQ. Overall, the initial 2011 plan

proposed to meet the City's stormwater standards through the use of lined wet ponds that maintain existing discharge rates for 2-, 10-, and 100-year storm events and remove 90 percent of total suspended solids (TSS) and 60 percent of total phosphorus (TP) from the future development and redevelopment areas contributing to these ponds, which is more stringent than City requirements.

The applicant proposes to use one of the City-constructed regional ponds to meet its stormwater obligations under the rules of the District and the City. The pond is known as the Yellow Freight Pond (Pond) and has been reviewed previously by the LMRWD for three other permit applications: the Burnsville Industrial IV (2021-009), Park Jeep (2021-030) and, most recently, Ivy Brook East Parking (2022-003). The City's engineer, AE2S, provided an updated technical memorandum documenting the capacity of the Pond with the proposed Project regarding water quality and rate control.

Rule B—Erosion and Sediment Control

The District regulates land-disturbing activities that affect one acre or more under Rule B. The proposed project would disturb approximately 3.96 acres within the LMRWD boundary. The applicant has provided an erosion and sediment control plan and a stormwater pollution prevention plan. The project generally complies with Rule B, but a copy of the NPDES permit and contact information for the contractor and person(s) responsible for the inspection and maintenance of the erosion and sediment control features are needed before the District can issue a permit.

Rule D—Stormwater Management

The Project proposes a total of 2.65 acres of impervious surface, including the construction of 1.76 acres of new impervious surface and the reconstruction of 0.89 acres. The applicant is proposing to use Yellow Freight Pond to meet the District's stormwater management requirements for rate control, volume reduction, and water quality. The Pond was designed and constructed in 2012 to provide treatment for new development and redevelopment based on the assumption that any future developments within the watershed would be limited to a maximum of 75 percent impervious surface per site. The Biffs development is below that threshold at 70 percent impervious.

Additionally, a technical memorandum titled Yellow Freight Pond—Stormwater Development Review City of Burnsville, was originally prepared on September 20, 2021, and updated on March 18, 2022, to account for the additional 1.76 acres of impervious for the Project. The key findings in the memorandum are as follows:

- The proposed condition peak discharge rates from the Pond are less than the existing conditions for the 2-, 10-, and 100-year events (Table 1).
- The Pond has a remaining balance of 48.1 acres of new impervious area that

can be treated by the Pond for volume reduction and TP and TSS removal. Biffs is proposing 1.76 acres of new impervious area. Therefore, the Pond has sufficient capacity to treat the proposed development.

Table 1. Peak Discharge Rates from Yellow Freight Pond (cfs)

Condition	2-Year	10-Year	100-Year
Existing Condition	597.5	715.5	871.0
Proposed Condition	384.7	493.1	844.6

Section 4.4.4 of Rule D requires that the applicant develop and adhere to a maintenance plan for the permitted stormwater management structures. The Pond is part of the City of Burnsville's MS4 program and has been maintained according to its permit requirements.

Overall, the project meets the minimum requirements of Rule D.

Additional Considerations

Given the potential for future development within the Burnsville MRQ, it should be noted that with the inclusion of Biffs, Inc., Yellow Freight Pond will have a remaining capacity for 46.4 acres of new impervious area as of March 2022.

Recommendations

Based on our review of the project, we recommend conditional approval contingent on the receipt of the following:

- A copy of the NPDES permit
- Contact information for the contractor(s) and/or the person(s) responsible for inspection and maintenance of all erosion and sediment control features.

Attachments

- Figure 1—Biffs, Inc.



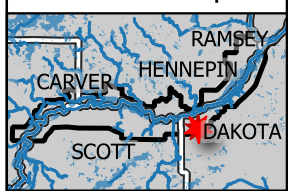
Figure 1: Biffs, Inc. Project Location



LEGEND

- | | | |
|----------------------|---------------------|-------------------|
| Project Location | Retaining Wall | LMRWD Boundary |
| Past Project Reviews | Yellow Freight Pond | County Boundaries |
| Biffs, Inc. Site | Public Waterbodies | 100-yr Floodplain |
| Pavement | Public Waters | 500-yr Floodplain |
| Proposed Building | Dakota Co. Parcels | |

LMRWd Watershed Location Map



Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Katy Thompson, PE, CFM
Hannah LeClaire, PE

Date: April 14, 2022

Re: Engineered Hillside (LMRWD No. 2022-007)

Topline Landscape (the applicant) has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD) to stabilize a steep hillside at a single-family home 10080 Azure Skies in the City of Eden Prairie (City), as shown in Figure 1. During the construction of the single-family home last fall, the City required the homeowner to hire an engineer to review and sign off on a stabilization plan for the hillside. The applicant's engineer, Vickery Engineering & Consulting, has provided a global stability analysis of the proposed slope design, signed construction site plans for the project, and the permit application.

The proposed project consists of constructing a reinforced soil slope (RSS) along the southern edge of the property. The project would disturb approximately 3,500 square feet within the Steep Slopes Overlay District (SSOD). The project is not located within the High Value Resource Area or floodplain, and the applicant proposes to commence construction in April 2022.

Because the City does not have its LMRWD municipal LGU permit, the project requires an LMRWD individual permit and, as such, is subject to an LMRWD permitting review.

Summary

Project Name: Engineered Hillside

Purpose: Slope Stabilization

<u>Project Size:</u>	3,500 square feet disturbed; no new impervious surfaces
<u>Location:</u>	10080 Azure Skies, Eden Prairie, MN 55347 (Parcel 2911622340023)
<u>LMRWD Rules:</u>	Rule F—Steep Slopes
<u>Recommended Board Action:</u>	Conditional approval

Discussion

The District received the following documents for review:

- LMRWD online permit application received on February 15, 2022
- Site survey by Sathre-Bergquist, Inc, dated May 26, 2021, and received on February 15, 2022
- Global Stability Analysis by Vickery Engineering & Consulting dated December 1, 2021, and received on February 15, 2022
- Proposed Reinforced Soil Slope Plans by Vickery Engineering & Consulting, dated December 1, 2021, and received on February 15, 2022
- Permit application fee of \$750 received on March 14, 2022
- Drain tile exhibit by Topline Landscaping received on March 14, 2022

The application was deemed complete on March 14, 2022, and the documents received provide the minimum information necessary for permit review.

Rule F—Steep Slopes Rule

The District regulates land-disturbing activities within the SSOD and requires a permit for activities that involve the excavation of 50 cubic yards or more of earth or the displacement or removal of 5,000 square feet or more of surface area or vegetation within the overlay area. The project is subject to this rule due to the amount of excavation that will be required to install the RSS (**Figure 1**). The applicant has provided documentation signed by a Minnesota professional engineer certifying that the proposed design area will be suitable for the planned work with a factor of safety of 1.339, exceeding the industry standard of 1.3.

There are no new stormwater discharge points to the SSOD, and the applicant has graded the backyard area to route stormwater and all discharge points, such as roof downspouts, to a drain tile system that discharges to the west and avoids the SSOD and the proposed RSS area.

Recommendations

Staff recommends approval of the Project.

Attachments












- Figure 1 – Engineered Hillside Project Location Map



Figure 1: Engineered Hillside Project Location



LEGEND

-  Project Location
-  LMRWD No. 2022-007 Engineered Hillside
-  Existing House
-  Pool
-  Proposed RSS Extents
-  2-ft Hennepin County Contours
-  Steep Slopes Overlay District [SSOD]
-  Public Waterways
-  Public Waters
-  County Boundaries
-  LMRWD Boundary

LMRWD Watershed Location Map



Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Hannah LeClaire, PE
Katy Thompson, PE, CFM

Date: April 13, 2022

Re: Quarry Lake Trail and Pedestrian Bridge (LMRWD No. 2022-010)

The City of Shakopee (the applicant) has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD) to construct the Quarry Lake Trail and Pedestrian Bridge on the west side of Quarry Lake Park over Hwy 169, as shown in Figure 1. The applicant's engineer, WSB, has provided 30 percent site plans for the Quarry Lake Trail and Pedestrian Bridge project (Project) along with the permit application.

The proposed project consists of constructing approximately 230 feet of bituminous trail on the south side of Trunk Highway 169 (TH 169) and 510 feet of bituminous trail on the north side of TH 169, connected by a pedestrian bridge spanning 945 feet across the highway. The project is not located within the High Value Resource Area, Steep Slopes Overlay District, or the 100-year floodplain; however, the bridge crosses the Prior Lake Outlet Channel (PLOC) and the overland overflow for the large MnDOT pond between TH 169 and the FedEx property.

The City of Shakopee has obtained a Municipal Permit from the LMRWD and will be enforcing Rules B—Erosion and Sediment Control and D—Stormwater Management but has chosen not to regulate floodplain impacts. Therefore, this project requires an LMRWD individual permit for Rule C Floodplain and Drainage Alteration and is subject to an LMRWD permitting review.

Summary

<u>Project Name:</u>	Quarry Lake Trail and Pedestrian Bridge
<u>Purpose:</u>	Construction of the Quarry Lake Trail and Pedestrian Bridge
<u>Project Size:</u>	6.5 acres disturbed
<u>Location:</u>	South of Quarry Lake Park Crossing TH 169 from Wakefield Circle to 550 feet north of TH 169
<u>LMRWD Rules:</u>	Rule C—Floodplain and Drainage Alteration
<u>Recommended Board Action:</u>	Conditional approval

Discussion

The District received the following documents for review:

- LMRWD LGU Permit Application: Shakopee, received February 24, 2022
- Ditch Overflow Option 20 by WSB, dated January 26, 2022, received February 24, 2022
- Ditch Overflow Option 20 Cross Sections by WSB, dated January 26, 2022, received February 24, 2022
- Level 2 Layout by WSB, dated December 22, 2021, received February 24, 2022
- Contour Exhibit by WSB, no date, received February 24, 2022, revised March 29, 2022
- LMRWD Permit Memo by WSB, dated February 23, 2022, received February 24, 2022
- Selected Draft Plans by WSB, dated February 17, 2022, received February 24, 2022
- Draft Drainage Plans by WSB, dated February 9, 2022, received March 15, 2022
- Permanent Bridge Trail Wall Description by WSB, dated October 5, 2021, received March 15, 2022
- Permanent Easement Exhibit for 5800 12th Ave E by WSB, dated September 30, 2022, received March 15, 2022
- Permanent Trail Description by WSB, dated October 5, 2021, received March 15, 2022
- Temporary Construction Easement Description by WSB, dated October 5, 2021, received March 15, 2022
- Temporary Construction Easement Exhibit by WSB, dated October 5, 2021, received March 15, 2022

- XPSWMM Model Notes by WSB, dated March 15, 2022, received March 15, 2022
- Existing XPSWMM Model Results, dated March 29, 2022, received March 29, 2022
- Proposed XPSWMM Model Results, dated March 29, 2022, received March 29, 2022, and April 11, 2022

The application was deemed complete on March 15, 2022, and the documents received provide the minimum information necessary for permit review.

Background

The City of Shakopee received \$2.0 million in legislative funding managed by Minnesota Management and Budget for a pedestrian bridge over TH 169 approximately 1.5 miles east of Canterbury Road near the FedEx facility. The City's goal is to connect Quarry Lake Park north of TH 169 to the trail system near Dean Lake and the neighborhood to the southeast of the proposed bridge. Near the location of the proposed bridge, there is an existing trail that ends approximately 600 feet north of the highway and a trail that runs east and west, south of TH 169. Additionally, Quarry Lake Park is also located north of TH 169 with plans to add mountain bike trails near the lake.

Rule C—Floodplain and Drainage Alteration

The project is not located within a Federal Emergency Management Agency floodplain; however, the bridge crosses the PLOC and the overland overflow for the large MnDOT pond that is between TH 169 and FedEx. This results in floodplain impacts and drainage alterations that trigger Rule C. An XP-SWMM model developed by WSB was used to determine the existing and proposed floodplain elevations.

On the south side of TH 169, the project proposes to construct an at-grade trail that connects to a new bridge crossing the PLOC. The bridge piers are located outside the PLOC main channel and generally above the 100-year floodplain. Modeling shows no increase in the existing 100-year elevation of 746.75 feet at this location due to the construction of the bridge or the trail; therefore, no compensatory storage or mitigation is required upstream of TH 169.

On the north side of TH 169, the proposed trail intersects the current overflow for the MnDOT Pond, altering the drainage of the 100-year event. Four 36-inch culverts and a ditch have been added to maintain drainage of the MnDOT Pond overflow route. Modeling results show a negligible increase (1/4 inch) in the 100-year floodplain elevation within the MnDOT overflow route. This rise does not cause adverse impacts upstream or downstream, so no compensatory storage or mitigation is required downstream of TH 169.

The proposed trail is not within the 100-year floodplain of the PLOC. For existing and proposed conditions, the PLOC overflows into the MnDOT overflow route during the 100-year event. There are no changes proposed to these overflow elevations, and modeling shows no impact to the interconnection between the PLOC and the MnDOT overflow route. The project meets the minimum requirements of Rule C.

Recommendations

Based on our review of the project, we recommend conditional approval contingent on the receipt of the following:

- Final signed construction plans

Attachments

- Figure 1—Quarry Lake Trail and Pedestrian Bridge Project Location



Figure 1: Quarry Lake Trail and Pedestrian Bridge



LEGEND

- | | | |
|------------------------|--------------------|-------------------|
| Project Location | Open Water | County Boundaries |
| Quarry Lake Trail Site | Public Waterbodies | Scott Co. Parcels |
| Bridge | Public Waters | LMRWD Boundary |
| Trail | | |

LMRWD Watershed Location Map



Technical Memorandum

To: Linda Loomis, Administrator
Lower Minnesota River Watershed District

From: Hannah LeClaire, PE
Katy Thompson, PE, CFM

Date: April 13, 2022

Re: Normandale Blvd & 98th St Intersection Project (LMRWD No. 2022-013)

The City of Bloomington (the applicant) has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD) to reconstruct the intersection at Normandale Boulevard (CSAH 34) and 98th Street in Bloomington, Minnesota, as shown in Figure 1. The City of Bloomington provided site plans for the Normandale Blvd & 98th St Intersection project (Project).

The proposed project consists of intersection safety improvements at Normandale Boulevard and 98th Street including the removal of channelized right turn lanes on all approaches, installation of dedicated right turn lanes, ADA upgrade for pedestrian, replacement of the signal system, and necessary minor utility work needed to complete the project. The Project is located at the intersection of three watershed district boundaries, LMRWD, Riley-Purgatory-Bluff Creek Watershed District, and Nine-Mile Creek Watershed District. Within the LMRWD, the project will disturb approximately 1.94 acres and result in a net decrease of 0.18 acres of impervious surfaces. The project is not located within the High Value Resource Area, Steep Slopes Overlay District, or 100-year floodplain. The applicant proposes to commence construction on June 13, 2022.

The City of Bloomington has its LGU permit, but because this project is located within the Minnesota Department of Transportation (MnDOT) right-of-way, the project requires an LMRWD individual permit and is subject to an LMRWD permitting review.

Summary

<u>Project Name:</u>	Normandale Blvd & 98th St Intersection Project
<u>Purpose:</u>	Safety improvements at the intersection that remove channelized right turn lanes and replace them with dedicated right turn lanes
<u>Project Size:</u>	With LMRWD: 1.94 acres disturbed; 1.47 acres existing impervious; 1.29 acres proposed impervious; net decrease of 0.18 acres new impervious
<u>Location:</u>	98th St and Normandale Blvd (CSAH 34) Bloomington, MN 55431
<u>LMRWD Rules:</u>	Rule B—Erosion and Sediment Control
<u>Recommended Board Action:</u>	Conditional approval

Discussion

The District received the following documents for review:

- LMRWD online permit application, received March 22, 2022
- Project Map, dated March 22, 2022, received March 22, 2022
- Project Narrative by City of Bloomington, dated March 22, 2022, received March 22, 2022
- Watershed District Map by MnDOT City of Bloomington Engineering Division, dated March 7, 2022, received March 22, 2022
- Construction Plans by MnDOT City of Bloomington Engineering Division, dated March 7, 2022, received March 22, 2022

The application was deemed complete on April 1, 2022, and the documents received provide the minimum information necessary for permit review.

Rule B—Erosion and Sediment Control

The District regulates land-disturbing activities that affect one acre or more under Rule B. The proposed project will disturb approximately 1.94 acres within the LMRWD boundary. The applicant has provided an erosion and sediment control plan and a stormwater pollution prevention plan. The project generally complies with Rule B, but a copy of the NPDES permit and contact information for the contractor and person(s) responsible for the inspection and maintenance of the erosion and sediment control

features are needed before the District can issue a permit.

Recommendations

Based on our review of the project, we recommend conditional approval contingent on the receipt of the following:

- A copy of the NPDES permit
- Contact information for the contractor(s) and/or the person(s) responsible for inspection and maintenance of all erosion and sediment control features

Attachments

- Figure 1—Normandale Blvd & 98th St Intersection Project Location



Figure I: Normandale Blvd & 98th Street Improvements



LEGEND

- LMRWD No. 2022-013 Normandale Blvd & 98th St
- Project Location
- Public Waterways
- Public Waters
- Hennepin Co. Parcels
- County Boundaries
- LMRWD Boundary

LMRWD Watershed Location Map

