



Please note the meeting will be held in person at the Carver County Government Center on the Wednesday, June 20, 2024. The meeting will also be available virtually using this [link](#).

LOWER MINNESOTA RIVER WATERSHED DISTRICT

Lower Minnesota River Watershed District

7:00 PM

Wednesday, June 20, 2024

Carver County Government Center

602 East Fourth Street, Chaska, MN 55318

Agenda Item	Discussion
1. Call to order	A. Roll Call
2. Citizen Forum	<i>Citizens may address the Board of Managers about any item not contained on the regular agenda. A maximum of 15 minutes is allowed for the Forum. If the full 15 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>
3. Approval of Agenda	A. Additions, Corrections, and Deletions to Agenda
4. Public Hearings & Presentations	A. No public hearings or presentations
5. Consent Agenda	<p><i>All items listed under the consent agenda are 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 May 15, 2024, Regular Meeting</p> <p>B. Receive and file May 2024 Financial report</p> <p>C. Presentation of Invoices for payment</p> <ul style="list-style-type: none"> i. Clifton Larson Allen (CLA) – Financial services through May 2024 ii. TimeSavers Off Site Secretarial – Preparation of March 26, 2024 personnel committee meeting minutes and April 17, 2024 meeting minutes iii. Rinke Noonan, Attorneys at Law – April 2024 legal services related to Area #3 iv. Rinke Noonan, Attorneys at Law – May 2024 legal services v. Daniel Hron – May 2024 office rent vi. US Bank Equipment Finance – May 2024 copier lease payment vii. Young Environmental Consulting Group, LLC – April 2024 technical, and Education & Outreach services viii. Naiad Consulting, LLC – April 2024 administrative services, mileage & expenses ix. 106 Group – May 2024 services related to Area #3 x. Barr Engineering - April 2024 Geotechnical services related to Area #3 xi. Barr Engineering – May 2024 Geotechnical Services related to Area #3 xii. WSB – Area #3 land acquisition services

	xiii. Frenette Legislative Services xiv. HDR – Website services from 10-1-2023 to 6-1-2024 xv. Great American Insurance Company – 8/1/24 to 8/1/25 Director & Officer Insurance xvi. MN DNR Ecological and Water Resources – application fee for work in public waters permit xvii. 4M Fund – April 2024 fund service charges D. Report from the Citizen Advisory Committee E. Authorize reimbursement for Cost Share Grant for 1880 Christy Drive, Carver F. Authorize reimbursement for Educator Mini-grant for Redtail Ridge Elementary School
6. Permits	A. LMRWD Permit Renewals B. TH 41 ORF (Organic Recycling Facility) Relocation (LMRWD No. 2023-027) C. Merriam Junction Trail (LMRWD No. 2023-013) D. 2024 T2 North Expansion (LMRWD No. 2024-006) E. Lower Lyndale Avenue Road Project (LMRWD No. 2024-010) F. 535 Lakota Lane after-the-fact Project Review (LMRWD No. 2023-001)
7. Action Items	A. Administrative Services Agreement Amendment #4 B. Cost Share Application from Cambridge Condominium C. Study Area #3
8. Board Discussion Items	A. Minnesota River Boat Tour
9. Information Only	A. BWSR Notice of LMRWD Petition for Boundary Change B. Lower MN River East One Watershed One Plan C. 2024 Legislative Activities Update D. LMRWD Permit Program Summary
10. Communications	B. Administrator Report C. President D. Managers E. Committees F. Legal Counsel F. Engineer
11. Adjourn	Next meeting of the LMRWD Board of Managers is Wednesday, July 17, 2024

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.

- Lower MN River East 1W1P Policy Committee meeting – Thursday, June 20, 2024, 3:00 pm to 5:00 pm, [virtual only on MS Teams](#)
- UMWA (Upper Mississippi Waterway Association) monthly meeting – Monday, June 24, 2024, 12:00 noon to 4:00 pm, J. F. Brennan, 818 Bainbridge Street. La Crosse, Wisconsin, includes tour of Lock & Dam #7 and discussion of dredging activity of Upper Mississippi waterway
- [Minnesota Watershed Summer Tour](#) – June 25-26, hosted by Capitol Region Watershed District at the Essence Center, 1217 Bandana Boulevard, St. Paul
- LMRWD Citizen Advisory Committee meeting – Tuesday, July 2, 2024, 4:30pm
- 2024 Salt Symposium (25th Anniversary) – August 6 & 7, 20% discount Early Bird Pricing until June 30, 2024. LMRWD receives one complimentary registration as a Bronze level sponsor.

For Information Only

- **WCA Notices**
 - Dakota County, City of Eagan – Notice of application, MCES Siphon Outlet Improvement Project
 - Scott County, City of Shakopee - Notice of Decision, Blue Lake Generating Plan Wetland Delineation and Replacement Plan
- **DNR Public Waters Work permits**
 - Hennepin County, City of Eden Prairie – Request for comments for Area #3 Riverbank stabilization
 - Scott & Carver County, Cities of Shakopee and Carver – Request for comments for roadway/pathway fill (temporary), revetment, debris/snag/vegetation removal & rock moving, and bridge construction/modification/replacement for Merriam Junction Trail
- **DNR Water Appropriation permits**
 - Dakota County, City of Burnsville – Permit for temporary construction dewatering by CenterPoint Energy for abandonment of natural gas pipeline
 - Dakota County, City of Eagan – permit for temporary construction dewatering by MCES (Metropolitan Council Environmental Services)
- **Well Head Protection Plans**
 - City of Burnsville – Public Hearing scheduled for 5:30 pm, June 18, 2024, Burnsville City Hall, 100 Civic Center Parkway, Burnsville



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Minutes of Regular Meeting

Board of Managers

Wednesday, May 15, 2024

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

Approved _____

1. CALL TO ORDER

A. OATH OF OFFICE

Manager Theresa Kuplic recited the Oath of Office for her reappointment to the Board.

B. ROLL CALL

On Wednesday, May 15, 2024, at 7:00 PM CST, in the Board Room of the Carver County Government Center, 602 East 4th Street, Chaska, Minnesota, President Barisonzi called to order the meeting of the Board of Managers of the Lower Minnesota River Watershed District (LMRWD).

President Barisonzi asked for the roll call to be taken. The following Managers were present: President Joseph Barisonzi, Manager Theresa Kuplic, Manager Apollo Lammers. Manager Lauren Salvato is absent.

In addition, the following attended the meeting in-person: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator; Della Schall Young, Young Environmental Consulting Group, LLC, LMRWD Technical Consultant; and Lindsey Albright, Dakota County Soil and Water Conservation District.

John Kolb, Rinke Noonan, Attorney at Law, LMRWD legal counsel; Hannah LeClaire, Water Resource Engineer and Jess Norby, Senior Water Resources Scientist, both from Young Environmental Consulting Group; Jen Dullum, Board Conservationist, MN Board of Water and Soil Resources; and Manager Ben Burnett, Prior Lake Spring Lake Watershed District attended the meeting virtually.

2. CITIZEN FORUM

No one was present to address the Board of Managers.

3. APPROVAL OF THE AGENDA

A. Additions, Corrections and Deletions to the Agenda

President Barisonzi introduced this item.

Administrator Loomis said they need to remove the invoice from Timesavers Off Site Secretarial and add Items 5. C. xiv. June Office Rent and 5. F. Reimbursement for Minnesota Valley Refuge Friends Educator Mini-grant.

Manager Kuplic made a motion to approve the agenda with changes. Manager Lammers seconded the motion. Upon a vote being taken the motion was carried unanimously.

4. PUBLIC HEARINGS & PRESENTATION

A. Presentation of report from Dakota County Soil & Water Conservation District on 2023 monitoring, technical, education and other conservation services

Administrator Loomis introduced Lindsay Albright, Water Resource Specialist from the Dakota Soil & Water Conservation District.

Ms. Albright presented a report on the 2023 monitoring, technical, educational, and other conservation services that were provided to the LMRWD from the Dakota County Soil and Water Conservation District.

President Barisonzi asked about the need for more consistent monitoring of the fens and how these plays into the work being done here. Ms. Young explained that Ms. Albright is going out monthly for monitoring and they are logging the data on a continuous basis.

President Barisonzi asked if the data being presented has already been put into the LMRWD overall data analysis of the fens. Ms. Young explained that their information has everything up to the middle of 2023.

President Barisonzi asked where the downward trend line shows up in impacts and priorities for. Ms. Young said she can look into that.

President Barisonzi asked if the fen area is on both sides of Nichols Road or if it is only considered to be on the northwest side. Ms. Albright said she has no monitoring wells to the northeast side of Nichols Road; however, the Met Council does have a lift station in this area.

President Barisonzi asked where else in Dakota County are people working on the fens within the County. Ms. Albright said she is the only one working on the fens under the direction of the LMRWD. She shared that last year the City of Burnsville identified fen in the city so this is another organization who is now looking at fens.

The Board thanked Ms. Albright for her presentation and the work done by the Dakota County Soil and Water Conservation District.

B. Recognition of Contribution to LMRWD by Manager Laura Amundson

Administrator Loomis introduced this item. She stated they can schedule a recognition event for Manager Amundson in July or August.

President Barisonzi directed Staff to invite manager Amundson to a meeting of her choosing for a recognition ceremony and to direct communication Staff to send her a thank you for her contribution to the Board.

Manager Kuplic made a motion to adopt Resolution 24-07 a resolution of appreciation for service and contribution of Laura Amundson to the Lower Minnesota River Watershed District. Manager Lammers seconded the motion. Upon a vote being taken the motion was carried unanimously.

5. CONSENT AGENDA

President Barisonzi introduced the item.

A. Approve Minutes April 17,2024, Regular Meeting

B. Receive and file April 2024 Financial Report

C. Approval of Invoices for payment

i. Clifton Larson Allen (CLA) - Financial services through April 2024

- ~~ii. TimeSavers Off Site Secretarial – Preparation of March 2024 meeting minutes~~
 - iii. Rinke Noonan, Attorneys at Law – March 2024 Legal Services
 - iv. Daniel Hron - May 2024 office rent
 - v. US Bank Equipment Finance – May 2024 copier lease payment
 - vi. Young Environmental Consulting Group, LLC – March 2024 technical, and Education and Outreach services
 - vii. Naiad Consulting, LLC – March 2024 administrative services, mileage, and expenses
 - viii. 106 Group - Area #3 – April 2024 Administrative services, milage, and expenses
 - ix. Bolton & Menk – Engineering Services through April 19, 2024, related to Vernon Avenue
 - x. Barr Engineering - March 2024 design services related to Area #3
 - xi. WSB – Area #3 land acquisition services
 - xii. 4M Fund – February 2024 financial service charges
 - xiii. 4M Fund - March 2024 fund service charges
 - xiv. Daniel Hron - June 2024 office rent
- D. Report from the Citizen Advisory Committee
- E. Reimburse to Prior Lake High School Educator Mini-grant
- F. Reimbursement for Minnesota Valley Refuge Friends Educator Mini-grant
- Manager Kuplic made a motion to approve the Consent Agenda. Manager Lammers seconded the motion. Upon a vote being taken the motion was carried unanimously.

6. PERMITS & REPORTS ON STANDING BUSINESS ITEMS

A. LMRWD Permit Renewals

President Barisonzi introduced this item.

Manager Kuplic made a motion to renew permits as recommended in Table 1 of Technical Memorandum – May 2024 Permit Renewal Requests dated May 8, 2024. Manager Lammers seconded the motion. Upon a vote being taken the motion carried unanimously.

B. Minnesota River Greenway Trail - Amendment (LMRWD No. 2023-007)

President Barisonzi introduced this item.

President Barisonzi asked how their understanding of the fens and their priority impact what they are approving as it related to this amendment. Ms. Young explained that the way they look at most of their applications is within the purview of the LMRWD rules. Ms. LeClaire added that this project goes through the Gun Club Lake fen high value resource area and Nicholds Meadow fen high value resource area. She explained that when they originally reviewed this project a few years ago, they took this into account during their review. She added that their strict restrictions for these areas are a part of this project.

President Barisonzi asked if any of the causes of the invasive species are a part of this conversation and if there is room within the rules to enter this into the conversation. Ms. Young explained that they can include requirements in their rules in terms of construction and where the construction materials are coming from, so they are not moving invasives from one place to another during construction. Attorney Kolb added that the causes of invasive species are not specifically addressed in the rules and may be beyond the purview of the District.

President Barisonzi shared that he would like to make some kind of signage in partnership with Dakota County.

Manager Kuplic made a motion to amend permit 2023-007 for changes to the two boardwalks (R0894 and R095) with the stipulation that the approved permit does not include temporary construction crossing over Kennaley's Creek. Manager Lammers seconded the motion. Upon a vote being taken the motion was carried unanimously.

C. Minnesota Department of Transportation (MnDOT) Stormwater Pond Maintenance Group A Project (LMRWD No. 2024-002)

President Barisonzi introduced this item.

Manager Kuplic made a motion to conditionally approve a permit for MnDOT Stormwater Pond Maintenance Group A Project (LMRWD No. 2024- 002) subject to receipt of a copy of the NPDES construction stormwater permit, Contact information for the contractor(s) undertaking land-disturbing activities, contact information for the person(s) responsible for erosion control inspections and maintenance, and designation of an individual liable to the LMRWD for performance under Rule B. Manager Lammers seconded the motion. Upon a vote being taken the motion was carried unanimously.

D. Safety and Security Center Phase 2 Project - Rule D Amendment (LMRWD No. 2023-002)

President Barisonzi introduced this item.

Manager Kuplic made a motion to conditionally approve an amendment to the SSC Phase 2 Project permit to authorize construction of impervious surfaces and stormwater management facilities in compliance with LMRWD Rule D, contingent on the receipt of an executed maintenance agreement. Manager Lammers seconded the motion. Upon a vote being taken the motion was carried unanimously.

7. ACTIONS ITEMS

A. Reset date for June 19, 2024 Regular Meeting of the LMRWD Board of Manager

President Barisonzi introduced this item and shared the request to reschedule the June Board Meeting due to the Juneteenth holiday.

Manager Amundson made a motion to reset the date of June 19, 2024 Board meeting of Managers. Manager Lammers seconded the motion. Upon a vote being taken the motion was carried unanimously.

B. Officer Appointments, Authorize removal of Manager Laura Amundson and addition of new Treasurer as a signatory to LMRWD financial Accounts

President Barisonzi introduced this item. He appointed Manager Lammers Treasurer of the Board.

Manager Kuplic made a motion to adopt Resolution 24-08 Modifying Authorized Signers on Depositories for the Lower Minnesota River Watershed District and authorize preparation and execution of documentation required by 4M Fund and US Bank to update signatories. Manager Lammers seconded the motion. Upon a vote being taken, the motion carried unanimously.

C. Education and Outreach

● **Set date for LMRWD Education workshop**

President Barisonzi introduced this item.

President Barisonzi shared that Manager Salvato has expressed interest in being a part of this; however, they do not know when she will be back. He asked if they can postpone this meeting until she returns. Ms. Young said they can review the items that they would like to move forward with at the June meeting and can wait to hold the workshop until Manager Salvato returns.

President Barisonzi made a motion to table this item for discussion at the next Board Meeting. Manager Lammers seconded the motion. Upon a vote being taken, the motion carried unanimously.

D. Administrator Agreement Amendment #4

President Barisonzi introduced this item.

President Barisonzi added that they would like to receive a cumulative report on a quarterly basis and when the quarterly carry over is more than 10% of the annual compensation it will require approval by the Board.

President Barisonzi made a motion to approve Amendment #4 to the Administrator Agreement with the provided language as an addendum to the definition of billable hours. Manager Kuplic seconded the motion. Upon a vote being taken, the motion carried unanimously.

E. Biennial Solicitation for letters of interest for legal, technical, and professional services

● **Legal Counsel**

President Barisonzi introduced this item.

President Barisonzi thinks they a decision should wait until there is a full Board; when Manager Salvato returns, and the new Hennepin County manager is sworn in. The Board has asked that the two firms being considered attend a Board meeting once there is a full Board.

Manager Kuplic suggested that they should have the new Managers review the interviews before they take a vote on this. She added that they would also like the legal counsels to be able to provide their information on billable hours.

Administrator Loomis said anyone can let her know if they had questions that they would like the legal counsels to answer during their presentations. President Barisonzi asked that all the Managers be solicited for questions.

President Barisonzi made a motion to table this item until the full Board is present for consideration. Manager Lammers seconded the motion. Upon a vote being taken, the motion carried unanimously.

F. Study Area #3

President Barisonzi introduced this item.

Attorney Kolb shared that they closed on the purchase of the property and there is a deed being held in an escrow situation by their acquisition consultant. He added that the offer that was taken was the \$50,000 that was authorized by the Board.

Manager Kuplic made a motion to approve Cost Share and Maintenance Agreement between the Lower Minnesota River Watershed District and the City of Eden Prairie and authorize execution. Manager Lammers seconded the motion. Upon a vote being taken, the motion carried unanimously.

8. BOARD DISCUSSION ITEMS

A. Minnesota River Boat Tour

President Barisonzi introduced this item.

President Barisonzi recommended adding their grant recipients to the invite list for this boat tour. He added that they should also expand their list of County Commissioners and Soil & Water Conservation Districts that they invite. Adding music was discussed. The Board had no additional suggestions to the suggested speakers.

Informational only. The Board directed Staff to move forward with their presented recommendations.

9. FOR INFORMATION ONLY

A. Lower MN River east One Watershed One Plan

President Barisonzi introduced this item.

President Barisonzi asked if a representative from the Board will be going to the Public Hearing for this. Administrator Loomis stated that Manager Amundson formerly served as the representative for the LMRWD. She shared there is a Policy Committee Meeting tomorrow evening if anyone would be able to attend. She said she is planning on attending the Public Hearing on May 30.

President Barisonzi asked about the time commitment for someone to take over as representative. Administrator Loomis explained the upcoming meetings that the representative should attend. She noted that the work is almost done and there should not be much of a time commitment passed these meetings once the plan has been accepted.

President Barisonzi asked when they would need to replace Manager Amundson as the representative. Administrator Loomis said they can find a replacement at any point; however, it would be best to find a replacement tonight.

The Board directed Administrator Loomis to continue to attend these meetings in lieu of a new representative.

This item was for information only.

B. 2024 Legislative Activities

President Barisonzi introduced this item.

A written update was provided to the Board with the meeting materials.

C. LMRWD Permit Program Summary

President Barisonzi introduced this item.

This item was for information only.

10. COMMUNICATIONS

- A. Administrator Report:** Administrator Loomis shared that her Administrator's report was in the packet for the Board to review. She noted that there was a project that Hennepin County had

done that they did not get a permit on. She added that upon further review, they discovered that they did not need a permit for this work.

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

11. ADJOURN

Hearing no further business, President Barisonzi adjourned the meeting at 8:19pm.

The next meeting of the LMRWD Board of Managers meeting will be 7:00, Thursday, June 20, 2024, and will be held at the Carver County Government Center, 602 East 4th Street, Chaska, MN. Electronic access will also be available.

Attest:

Lauren Salvato, Secretary

Linda Loomis, Administrator

Item 5.B.
 LMRWD 6-20-2024

BEGINNING BALANCE	30-Apr-24		\$ 794,023.46
ADD:			
General Fund Revenue:			
May 2024 Interest		\$ 3,390.78	
Final payment of 2021 WBIF grant for Area #3		\$ 96,866.00	
	Total Revenue and Transfers In		\$ 100,256.78
DEDUCT:			
Debits/Reductions			
Scott SWCD	Q4 2023 monitoring, education & technical assistance	\$ 7,688.50	
Bolton & Menk, Inc.	Services related to Vernon Avenue through April 19, 2024	\$ 519.00	
106 Group	April 2024 services related to Area #3	\$ 4,142.50	
Barr Engineering Company	March 2024 services related to Area #3	\$ 745.00	
Clifton Larson Allen, LLP (CLA)	May 2024 financial services	\$ 4,180.61	
Daniel Hron	May 2024 Office Rent	\$ 650.00	
Minnesota Valley Refuge Friends	Payment of 2024 educator mini-grant	\$ 450.00	
Naiad Consulting, LLC	March 2024 administrative services & expenses	\$ 14,586.17	
Pilot Knob STEM Magnet School	Payment of 2023 educator mini-grant	\$ 300.00	
Prior Lake High School	Payment of 2024 educator mini-grant	\$ 500.00	
Rinke Noonan, Attorneys at Law	February 2024 legal services	\$ 2,697.50	
US Bank Equipment Finance	May 2024 copier lease payment	\$ 206.75	
WSB	Property acquisition services for Area #3	\$ 77.50	
Young Environmental Consulting	April 2024 technical, & E & O services	\$ 61,570.13	
4M Fund	April 2024 bank service fee	\$ 40.00	
Daniel Hron	June 2024 Office Rent	\$ 650.00	
	Total Debits/Reductions		\$ 99,003.66
ENDING BALANCE	31-May-24		\$ 795,276.58

	2024 Budget	May Actuals	YTD 2024	Over (Under) Budget
Administrative expenses	\$ 377,838.00	\$ 35,056.53	\$ 145,785.89	\$ (232,052.11)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ 7,012.75	\$ 20,656.50	\$ (79,343.50)
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site A	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site C-2	\$ 90,000.00	\$ -	\$ -	\$ (90,000.00)
Eagle Creek Bank Restoration: Town & Country R	\$ 30,000.00	\$ -	\$ -	\$ (30,000.00)
Shakopee River Bank Stabilization	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Watershed Resource Restoration Fund	\$ 82,500.00	\$ -	\$ -	\$ (82,500.00)
Fen Private Land acquisition study	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Gully Inventory	\$ 150,000.00	\$ 9,945.25	\$ 16,329.00	\$ (133,671.00)
MN River Floodplain Model Feasibility Study	\$ -	\$ -	\$ 3,073.00	\$ 3,073.00
Downtown Shakopee Stormwater BMPs	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Spring Creek stabilization project	\$ 100,000.00	\$ -	\$ 656.25	\$ (99,343.75)
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Geomorphic Assessments (Trout Streams)	\$ 100,000.00	\$ 5,405.50	\$ 13,658.00	\$ (86,342.00)
Fen Stewardship Program	\$ 75,000.00	\$ 9,763.25	\$ 33,757.47	\$ (41,242.53)
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 5,000.00	\$ -	\$ -	\$ (5,000.00)
Project Reviews	\$ 50,000.00	\$ 15,236.09	\$ -	\$ (50,000.00)
Project inspections	\$ -	\$ 918.00	\$ -	\$ -
<i>Monitoring</i>	\$ 75,000.00	\$ 5,418.50	\$ 7,793.50	\$ (67,206.50)
<i>Watershed Management Plan</i>	\$ -	\$ 96.75	\$ 4,910.25	\$ 4,910.25
<i>Public Education/CAC/Outreach Program</i>	\$ 115,000.00	\$ 8,567.54	\$ 25,121.89	\$ (89,878.11)
<i>Cost Share Program</i>	\$ 20,000.00	\$ 940.00	\$ 940.00	\$ (19,060.00)
Nine Foot Channel				
Return of unused state funds	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ 643.50	\$ 17,920.98	\$ (222,079.02)
Bonded Debt Levy				
Scheduled Area #3 Bond payments	\$ 300,000.00	\$ -	\$ -	\$ (300,000.00)
Total:	\$ 2,110,338.00	\$ 99,003.66	\$ 290,602.73	\$ (1,819,735.27)



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, May 15, 2024

Agenda Item

Item 5. D. – Report from the Citizen Advisory Committee

Prepared By

Linda Loomis, Administrator

Summary

On June 4th, the Citizen Advisory Committee visited three completed projects funded by the LMRWD through its Cost Share Program. Projects visited were all in Bloomington. Everyone attending the visits were impressed with the outcomes of the projects. Other projects may be visited during future CAC meetings.

The CAC is also helping to develop outreach to attract additional members to the CAC. A survey has been sent to the CAC that we hope will provide insights that can be used to attract new members to the CAC.

Attachments

No attachments

Recommended Action

No actions recommended



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, May 15, 2024

Agenda Item

Item 5. E. – Authorize Reimbursement for Cost Share Grant for 1880 Christy Drive, Carver

Prepared By

Linda Loomis, Administrator

Summary

At the November 15, 2023, LMRWD Board of Managers meeting, an application for a cost share project at 1880 Christy Drive, Carver, was approved. The project is now complete, and the applicant is requesting reimbursement. The application, November 15, 2023, LMRWD Board of Managers meeting minutes, Cost Share Grant Agreement between LMRWD and property owner, final report, receipt and pictures are attached.

Attachments

Cost Share Application for 1880 Christy Drive, Carver
November 15, 2023, LMRWD Board of Managers meeting minutes
Cost Share Grant Agreement between LMRWD and applicant
Cost Share Final Report with receipts
Pictures of completed project

Recommended Action

Motion to authorize reimbursement



LOWER MINNESOTA RIVER
Watershed Council

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 _____

Applicant Information

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

Tom Williams

Address (street, city and ZIP code):

1880 Christy Dr. Carver, MN 55315

Phone: 1-599-270-~~5698~~ 5689 Email address: grokeone@yahoo.com

Primary Contact (if different from above)

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

Angela Boykin

Address (street, city and ZIP code):

1880 Christy Dr Carver MN 55315

Phone: 5592733410 Email address: angboy@yahoo.com

Project location

Address (street, city and ZIP code):

1880 Christy Dr. Carver

Property Identification Number (PID)

Property owners:

Tom Williams

Project Summary

Title Tom Williams Raingarden and Native Pollinator buffer zone

Total project cost \$2784.00 Grant amount requested \$1392.00

Estimated start date TBD May Estimated completion date One week after start date

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

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.

Installing a 5-7 wide buffer zone of Native pollinator friendly plants to help slow down the water and filter out solids going into The new raingarden. Right now the water from the Carver water tower lot flows through a weed patch then into the backyard. Also the water from the half house and the yard will flow into this raingarden. The water right now flows through the a low spot in the yard into the Neighbors keeping the yard wet and then runs into the sewer drain.

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

The objectives are to improve the water quality by using the raingarden and buffer area to filter out any lawn Fertilizer, Herbicides and solids coming from the drive around the water tower and anything off the roofs. Installing these item should allows use to Cleanse most of the water before it can reach the lawn. An added benefit is to help dry out the neighbors lawn so he can effectively mow.

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

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

How does the project support the goals you checked?

The raingarden will allow water to flow back into the ground and not into the storm drain. It will also allow solids to settle out.

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.

Metal roof and paving from water From Carver water tower
Approximately 8,700 sq feet. Homeowner's roof is about
2,250 sq feet

Benefit	Amount	
Water captures		gal/year
Water infiltrated		gal/year
Phosphorus removed	<i>see above</i>	lbs/year
Sediment removed		lbs/year
Land restored		sq. ft.

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

Several different ways but the big one is doing educational talks. The Mustard seed has install some other larger raingarden and pollinator garden where we have and will continue to have raingarden education days and it would be nice if we had some smaller ones. This way we could show what is possible in small yards We had are first education day this year in August on site at Back Channel Brewing. This was a joint function with Hennipen County, Soil and water, Back channel Brewing, and The Mustard Seed. This will be a yearly event. We also having a raingarden/pollinator talk this spring for Carver/Scott Master Gardener.

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.

Spring cut back of flower and weekly weeding. The weeding will get less as the plants grow in

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

Tom Williams

Signature

Tom Williams

Date

11-6-2023

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

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

Mail the completed application to

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

or email to:

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

The Mustard Seed
 10000 Great Plains Blvd
 Chaska, MN 55318
 952-445-6555



Estimate

Date	Estimate #
10/4/2023	1409

Customer Phone

1-599-270-5698

Rep

CJW

Tom Williams
 1880 Christy Dr.
 Carver, MN 55135

Qty	Description	Total
5	Remove sod and soil for raingarden and pollinator area.	462.70
1	Soil, organic raingarden installed 5 cu yd	300.00T
68	Poly Edging	510.00
6	Iris Versicolor Native #1, Item #377	166.98
6	Lobelia, Cardinal Flower, #1	179.22
6	Chelone Glabra #1, Item #9485	160.98
6	Lobelia, Great Blue, #1	179.22
3	Culver's root	89.61
3	Shredded Hardwood Fro rain garden area	555.00
1	Seed, Native wildflower seed mix per a lbs	104.89
65	Straw blanket 8' X 1' charged by the linear	75.40

Terms of Acceptance: 50% due upon acceptance/signing of estimate. Remaining balance due upon completion.

To accept this estimate, please sign, date, and email to your design rep or mail to address above with a deposit. The Mustard Seed warrants installed plant materials to the original purchaser, only once, to grow through the warranty period, provided: (a) the account was paid when due; (b) the purchaser has cared for the plant in a reasonable manner; (c) the plant has not been damaged due to an act of nature or animals such as rabbits or deer (d) plant failure was reported during the warranty period. The warranty period covers one calendar year from the time of plant installation. TMS is not responsible for natural stone defects on products installed and utility or foundation soil settlements on project sites. A monthly service charge of 2% will be charged on all past due accounts.

Signature

Date

Subtotal \$2,784.00

Sales Tax (8.375%) \$25.13

Total \$2,809.13

IRIS, BLUE FLAG

LOBELIA CARDINAL

CHELONE GLABRA

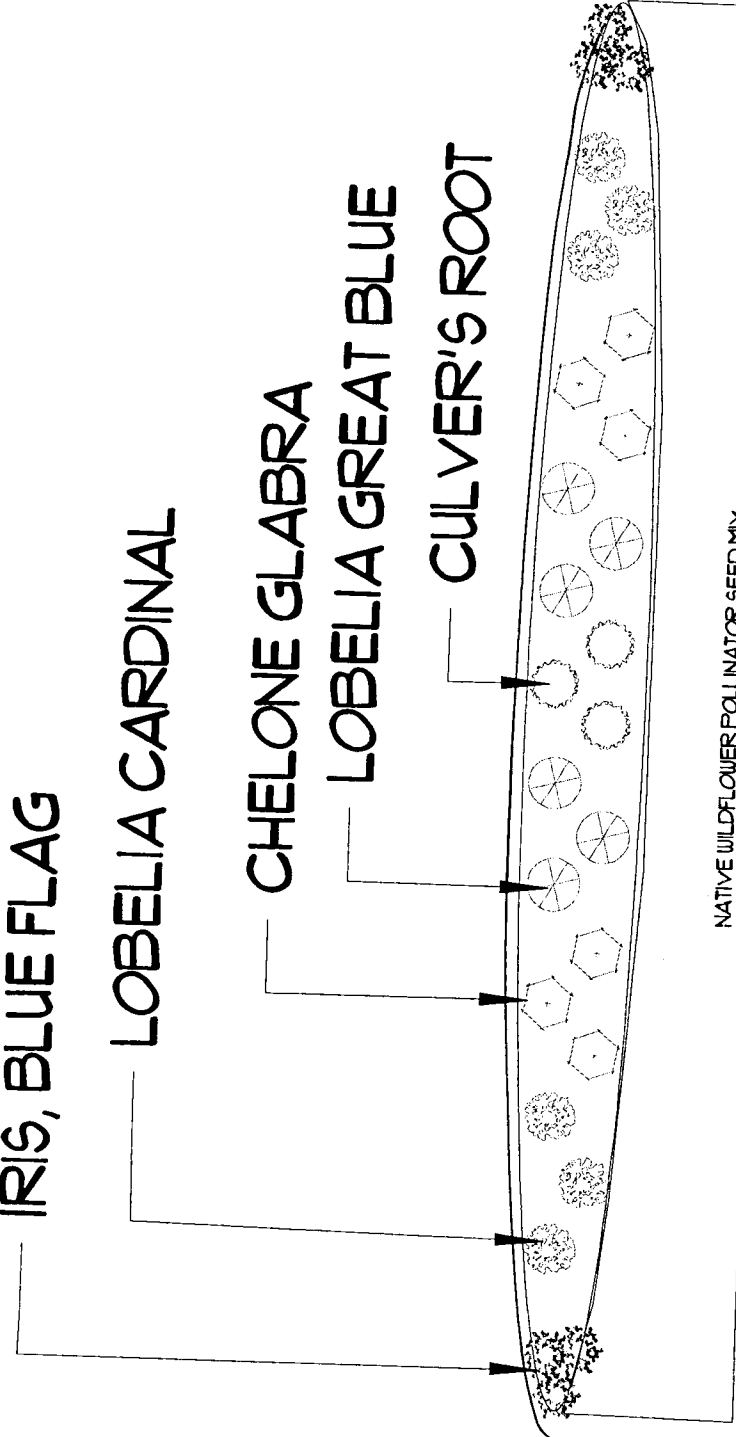
LOBELIA GREAT BLUE

CULVER'S ROOT

DEPTH 8-10"

RAIN GARDEN OVERFLOW

NATIVE WILDFLOWER POLLINATOR SEED MIX



Revision #:

Date: 10/4/2023

Landscape Plan:

Williams rain garden and pollinator

Landscape Design by: Cory

The Mustard Seed Inc.

CERTIFICATE OF SURVEY

NOTE: FUTURE FINAL GRADE AS-BUILT REQUIRED.



SCALE : 1" = 20'

Legal Description:

LOT 11, BLOCK 1,
CHRISTY'S BLUFF
CARVER COUNTY, MINNESOTA

(924.20) = FINISHED GARAGE FLOOR ELEVATION
(925.23) = TOP OF FOUNDATION ELEVATION
(922.06) = BASEMENT FLOOR ELEVATION

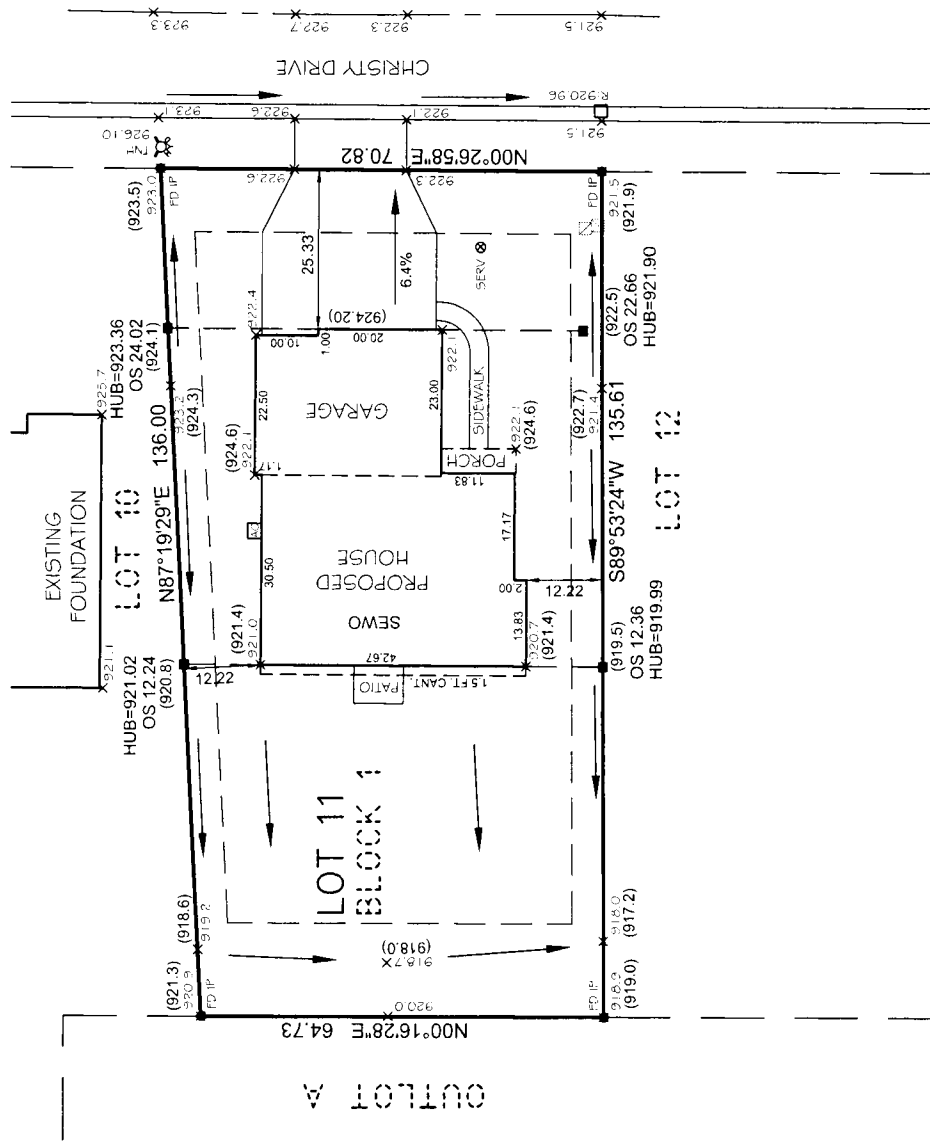
BENCHMARK:

LOT AREA : 9,198 SQ. FT.
HOUSE AREA : 1,969 SQ. FT.
PORCH AREA : 48 SQ. FT.
PATIO AREA : 48 SQ. FT.
SIDEWALK AREA : 79 SQ. FT.
DRIVEWAY AREA : 668 SQ. FT.
TOTAL IMPERVIOUS AREA : 2,812 SQ. FT. (30.6%)

LEGEND

- 000.0 DENOTES EXISTING ELEVATION
- (000.0) DENOTES PROPOSED ELEVATION
- 000.0 DENOTES AS BUILT ELEVATION
- DENOTES DIRECTION OF SURFACE DRAINAGE
- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- DENOTES WOOD HUB
- ⊙ DENOTES NAIL
- ⊠ DENOTES EXISTING UTILITY BOX
- ⊕ DENOTES EXISTING POWER POLE
- ⊗ DENOTES EXISTING LIGHT POLE
- ⊙ DENOTES EXISTING STORM MANHOLE
- DENOTES EXISTING CATCH BASIN
- △ DENOTES EXISTING F.E.S.
- ⊕ DENOTES EXISTING HYDRANT
- ⊕ DENOTES EXISTING SERVICE OR CLEANOUT
- ⊕ DENOTES EXISTING SANITARY MANHOLE
- ⊕ DENOTES EXISTING CONSERVATION POST OR WET LAND BUFFER POST
- ⊕ DENOTES EXISTING TREE
- DENOTES EXISTING RETAINING WALL
- - - DENOTES PROPOSED RETAINING WALL
- DENOTES EXISTING TREELINE
- DENOTES EXISTING FENCE

1. No specific soils investigation has been performed on this lot by the surveyor. The suitability of the soils to support the specific house is not the responsibility of the surveyor.
2. No title information was provided for this survey. This survey does not purport to show all easements of record.
3. See architectural plans for final building dimensions.



PROJECT NO. 17582.00
ADDRESS: XXX, CAVER, MN.
BUYER:

PREPARED FOR:
FIELDSTONE FAMILY HOMES

I hereby certify that this is a true and correct representation of a tract as shown and described hereon. As prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

9-15-2021
Date

Russell P. Damlo
RUSSELL P. DAMLO
Minn. Reg. No. 19086

PROBE ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS,
PLANNERS and LAND SURVEYORS
300 EAST 148th ST., STE. 240, BURNSVILLE, MN 55337 PH (952)432-3000



Carver County
Property Tax Department
600 East 4th Street, P.O. Box 69
Chaska, MN 55318-0069
(952) 361-1910 • www.co.carver.mn.us

Go paperless next year! Find your Authorization Code on the back of this statement!

For the following visit our website at www.co.carver.mn.us

- Pay your taxes online
- Sign up for our Tax Payment Reminder
- Print additional copies of your Tax Statement

Property ID #: **20.1200110**

Taxpayer:

30008*139**G50**1.0655**1/4*****AUTO5-DIGIT 55315
ANGELA M BOYKIN
THOMAS E WILLIAMS
1880 CHRISTY DR
CARVER MN 55315-4592



REFUNDS?

You may be eligible for one or more refunds to reduce your property tax. Read the back of this statement to find out how to apply.

Bill #: 1474154

Property Address:
1880 CHRISTY DR
CARVER MN 55315

Property Description:
Block 001 Lot 011 CHRISTYS BLUFF

Line 13 Special Assessment Detail:
HAZ & SOLID WASTE FEE RES/AG 33.00

Principal: 33.00
Interest:

2023 PROPERTY TAX STATEMENT

VALUES AND CLASSIFICATION

Taxes Payable Year:	2022	2023
Estimated Market Value:	77,200	154,000
Homestead Exclusion:		23,400
Taxable Market Value:	77,200	130,600
New Improvements/Expired Exclusions:	0	47,200
Property Classification:	Res Non-Hstd	Res Hs
<i>Sent in March 2022</i>		
PROPOSED TAX		
Proposed Tax:		1,556.00
<i>Sent in November 2022</i>		
PROPERTY TAX STATEMENT		
First half taxes due:	05/15/2023	797.00
Second half taxes due:	10/16/2023	797.00
Total Taxes Due in 2023:		1,594.00

Tax Detail for Your Property

Taxes Payable Year:	2022	2023
1. Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible. <input type="checkbox"/>		1,561.00
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.		
3. Property taxes before credits	1,301.00	1,561.00
4. Credits that reduce property taxes		
A. Agricultural market value credits		
B. Other Credits		
5. Property taxes after credits	1,301.00	1,561.00
6. County		
A. Carver County	330.09	381.00
B. Co Rail Authority	1.06	1.00
7. City or Town	CITY OF CARVER	467.06
8. State General Tax		
9. School District	SD 0112 Eastern Carver Only	
A. Voter Approved Levies	305.45	403.00
B. Other Local Levies	167.33	251.00
10. Special Taxing Districts		
A. Metro Council	6.15	7.00
B. Metro Mosquito Control	3.52	4.00
C. Carver County CDA	15.78	18.00
D. Watershed	4.56	5.00
11. Non-school voter approved referenda levies		
12. Total property tax before special assessments	1,301.00	1,561.00
13. Special Assessments	interest: Principal: 33.00	33.00
14. TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS	1,334.00	1,594.00

Please fold on perforation BEFORE tearing



Office of County Assessor
 Carver County Government Center
 600 East 4th Street
 Chaska, MN 55318-2102
 Phone:(952) 361-1960

Taxpayer:

30008*139**G50**1.0655**3/4*****AUTO5-DIGIT 55315
 ANGELA M BOYKIN
 THOMAS E WILLIAMS
 1880 CHRISTY DR
 CARVER MN 55315-4592

Property ID Number: **20.1200110**

Property Address:
 1880 CHRISTY DR
 CARVER MN 55315

Go paperless next year!

Go to eNoticesOnline.com and register with this code:
CRV-LGWYPF9X

VALUATION NOTICE

2023 Values for Taxes Payable in: 2024

Property tax notices are delivered on the following schedule:

- Step 1** Valuation and Classification Notice

Class: Res Hstd
 Estimated Market Value: \$483,200 *See Details*
 Homestead Exclusion: \$0 *Below*
 Taxable Market Value: \$483,200
- Step 2** Proposed Taxes Notice

2024 Proposed: *Coming November 2023*
- Step 3** Property Tax Statement

1st Half Taxes: _____
 2nd Half Taxes: _____ *Coming March 2024*
 Total Taxes Due in 2024: _____

The time to appeal or question your
Classification or Valuation
Is NOW!
It will be too late when proposed taxes are sent

You must have appealed to the Local Board of Appeal meeting first in order to appear before the County Board of Appeal. To appear at the County Board of Appeal you must call the Assessor to get on the agenda.

Property Information (legal description)

Block 001 Lot 011 CHRISTYS BLUFF

Your Property's
 Classification(s) and Values

Taxes Payable in 2023
 (2022 Assessment)

Taxes Payable in 2024
 (2023 Assessment)

The assessor has determined your

Res Hstd

Res Hstd



4. CONSENT AGENDA

President Barisonzi introduced the item.

- A. Approve Minutes October 18, 2023, Regular Meeting minutes
- B. Receive and file October 2023 Financial Report
- C. Approval of Invoices for payment
 - i. Clifton Larson Allen (CLA) - Financial services through October 2023
 - ~~ii. TimeSaver Off Site Secretarial – Preparation of October 2023 meeting minutes~~
 - iii. Rinke Noonan, Attorneys at Law – October 2023 Legal Services
 - iv. Daniel Hron – December 2023 office rent
 - v. US Bank Equipment Finance – November 2023 payment on copier lease
 - vi. Young Environmental Consulting Group, LLC – October 2023 technical, and Education and Outreach services
 - vii. Naiad Consulting, LLC – October 2023 administrative services, mileage, and expenses
 - viii. 106 Group – October 2023 services related to Area #3
 - ix. 106 Group – October 2023 services related to Vernon Avenue
 - x. Bolton & Menk – September 2023 services related to Vernon Avenue
 - xi. WSB – Property acquisition services for Area #3
 - xii. Scott County SWCD – Q3 2023 monitoring, TACS & Education Services
 - xiii. Metropolitan Council Environmental Services – 2023 Ike’s Creek monitoring services
 - xiv. HDR Engineering – website updates and maintenance
 - xv. Newman Sign, Inc. – Fabrication of Riley Creek Signs
 - xvi. Barr Engineering Co. – October 2023 engineering services related to Area #3
 - xvii. Inter-Fluve – October 2023 Design services related to Area #3
 - xviii. 4M Fund – September 2023 financial service charges
- D. Report on Citizen Advisory Committee
- E. LMRWD Permit Renewals
- F. LMRWD Permit Program Summary
- G. Authorize execution of Addendum to Recording Secretary Agreement
- H. Authorize reimbursement request for Appletree Condominiums Cost Share
- I. Approve Cost Share Application for 1880 Christy Drive, Carver
- ~~J. Authorize removal of Manager Hartmann and addition of President Barisonzi as signatory to LMRWD financial accounts~~

Manager Hartmann made a motion to approve the Consent Agenda as amended. Manager Salvato seconded the motion. Upon a vote being taken the motion carried unanimously.

5. NEW BUSINESS/PRESENTATIONS

- A. Boundary Adjustment at MSP airport between LMRWD and Minnehaha Creek Watershed Districts

LOWER MINNESOTA RIVER WATERSHED DISTRICT
2023 COST SHARE INCENTIVE AND WATER QUALITY RESTORATION PROGRAM
Cost Share Grant Agreement

The parties to this Agreement, made this 11th day of December 2023, are the Lower Minnesota River Watershed District, a Minnesota Watershed District ("LMRWD") a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D and Angela Boykin ("APPLICANT"). The purpose of this Agreement is to provide for the installation and maintenance of a project designed to protect and improve natural resources within the District, by managing storm water and said project to be located at: 1880 Christy Drive, Carver, MN 55315.

1. Scope of Work. APPLICANT will install the Project in accordance with the Application submitted to the LMRWD, attached as Exhibit A. A final report must be presented to the LMRWD at the time a request is made for reimbursement of expenses as specified in Section 2 of this Agreement.
2. Reimbursement. When the installation of the project is complete in accordance with Exhibit A, the LMRWD, on receipt of adequate documentation, will reimburse the APPLICANT up to 50% of the APPLICANT's cost to install the Project, including materials, equipment rental, delivery of materials and labor, in an amount not to exceed \$1,392.00. APPLICANT will document with receipts all direct expenditures. At the time reimbursement is requested, APPLICANT will provide the LMRWD with copies of all documents concerning the work. Volunteer time and labor will be considered an in-kind contribution and may be used as a match, but APPLICANT will not receive reimbursement for in-kind contributions. Labor may be credited at \$20.00 per hour.
3. Public Access. LMRWD may enter APPLICANT's property at reasonable times to inspect the work to ensure compliance with this Agreement and monitor or take samples for the purpose of assessing the performance of the Project. APPLICANT will permit the LMRWD, at its cost and discretion, to place reasonable signage on APPLICANT's property informing the general public about the Project and the LMRWD's Cost Share Incentive and Water Quality Restoration Program. The LMRWD may request APPLICANT's permission to allow members of the public periodically to enter APPLICANT's property to view the Project in the company of a LMRWD representative. This paragraph does not create any right of public entry onto APPLICANT's property except as coordinated with APPLICANT and accompanied by a LMRWD representative.
4. Maintenance. APPLICANT will maintain the Project for at least five (5) years from the date installation is complete. If APPLICANT does not do so, the LMRWD will have a right to reimbursement of all amounts paid to APPLICANT, unless:
 - a. The LMRWD determines that the failure to maintain the Project was caused by reasons beyond the APPLICANT's control; or
 - b. APPLICANT has conveyed the underlying property, provided APPLICANT notifies the LMRWD at least 30 days before the property is conveyed and facilitates communication between the LMRWD and the prospective owner regarding continued maintenance of the project.

5. Agreement Void. This Agreement is void if the project installation is not complete by November 30, 2024. This Agreement may not be modified in any way except in writing and signed by both parties.
6. Indemnification. The LMRWD will be held harmless against all liability and loss in connection with the installation of the Project.
7. Compliance with Laws. APPLICANT is responsible to comply with any permits or other legal requirements applicable to the work.
8. Notices. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be addressed to the other party as follows:

To LMRWD:
Administrator
Lower Minnesota River Watershed District
112 East Fifth Street, Suite 102 Chaska, MN 55318

To APPLICANT:
Angela Boykin
1880 Christy Drive
Carver, MN 55315

The parties being in agreement to be signed as follows:

APPLICANT:

LOWER MINNESOTA RIVER WATERSHED DISTRICT:

Angela Boykin
By: Angela Boykin (Dec 12, 2023 11:18 CST)

By: _____

Print name: Angela Boykin

Its: President

Date: 12/12/2023

Date: _____



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Lower Minnesota River Watershed District
112 East Fifth Street #102
Chaska, MN 55318

(763) 545-4659

lowermnriverwd.org

Cost Share Final Report

Overview

The Final Report documents the entire grant period and must be within 30 days of project completion. The report should be no longer than six pages. Upon staff approval of the report, you will receive the final reimbursement for your grant. Please note, checks are only issued once per month by the District.

Email your report to Linda Loomis, District Administrator, at naiadconsulting@gmail.com. Contact Linda with questions at 763-545-4659 or by email.

Cost Share Grant Final Report

Project title: Williams/Boykin rain garden

Year grant was awarded: 2023

Project location: 1880 Christy Dr., Carver MN 55315

Project manager's name: Cory Whitmer

Project manager's contact information: coryw@themustardseedinc.com
612-432-0287

Time period addressed in the final report: May 2024

How much is the reimbursement request? \$1392.00

Who should the reimbursement check be made out to? Angela Boykin

Where should reimbursement check be mailed? 1880 Christy Dr.
Carver, MN 55315

1. Summary of Major Activities

Provide a short overview of Cost Share activities. Include dates and time periods during which activities were completed and who was involved.

Mustard Seed installed rain garden on May 24th and 28th. Cory Whitmer was project manager and employees from Mustard Seed completed the work. They installed a 5-7 foot wide buffer zone of native pollinator friendly plants to help slow down water and filter out solids going into new rain garden.

2. Project Goals

Describe how the project addressed one or more of the goals of the Cost Share Program:

- Improve water quality or increase the capacity of the watershed to store water
- Preserve, protect, and restore native plant and wildlife habitats
- Protect and preserve groundwater quality and quantity

Project goals were to decrease standing water in neighbor's yard and water running directly into the manhole. These waters then run into the sewer drain so this will prevent some of that. Water from Carver water plant also runs into our backyard and this will address that excess water concern. This will filter out any lawn fertilizer, herbicides and solids coming from the drive around the water tower and anything off the roofs. This also allows the chance to cleanse most of the water before it can reach the lawn. It also will help dry out the neighbor's lawn so he can effectively mow.

3. Educational Value

Describe how the project provided education value regarding the project's environmental benefits. What education and outreach was done about the project and what were the impacts? How were the results of the project shared and with whom?

Educational talks will provide educational benefit. The Mustard Seed has installed some other larger rain gardens and pollinator gardens and have educational rain garden days and they will benefit from having some smaller ones such as this to showcase. They will be able to show what rain gardens in smaller lawns can provide. They have rain garden/pollinator talks at a yearly event and also have provided talks to Carver/Scott Master Gardener.

4. Project Outcomes

- Describe the outcomes of the project.
- Describe what makes you most proud about the project.

We are proud of how this project will serve to do such things as decrease standing water that we often see in our neighbor's backyard near the drain. We know that this is a pollinator friendly/bee friendly project and are proud to support native plants and habitats.

5. Project Challenges

- Describe any changes that had to be made to original plans due to site conditions, regulatory processes, etc. and any challenges with implementing the project.
- Indicate any ways in which Lower Minnesota River Watershed staff could have better assisted you in addressing the challenges.

No challenges were met.

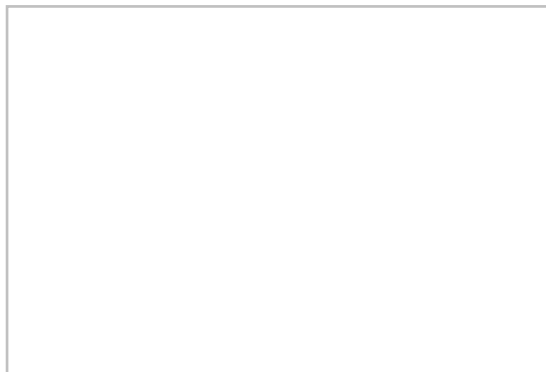
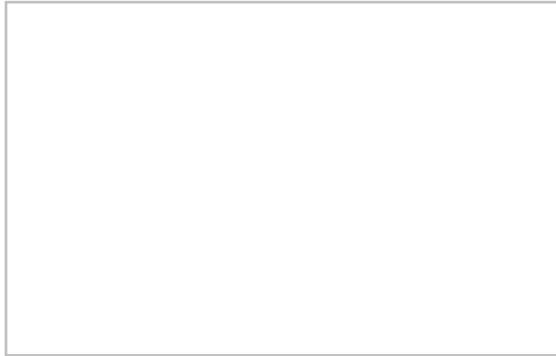
6. Project Longevity

- What will the long-term impact of the project be?
- Describe any follow-up projects that will occur because of the Cost Share grant.

Only follow-up will be ongoing maintenance which we will provide. Long-term impact will be the ongoing positive benefits of this rain garden for our neighborhood and community.

7. Photos

- Provide at least three high resolution photos of the project. If you include the pictures in the document file, **also** email the photos as separate jpg files.
- Include a photo of each phase of the project, if applicable (before, during, after).



8. Reimbursement

- How much is the reimbursement request?

\$1392.00

- What is the total amount of match?

\$1444.91

Submit receipts and/or paid invoices for the reimbursement request and match documentation. Project expenditures without receipts will not be eligible for reimbursement. Copies of paid checks may be asked for with reimbursement requests.

_____ Date: _____

The Mustard Seed
 10000 Great Plains Blvd
 Chaska, MN 55318
 952-445-6555



The Mustard Seed

Landscaping & Garden Center

Invoice

Date	Invoice #
3/18/2024	1064

Bill To

Tom Williams
 1880 Christy Dr.
 Carver, MN 55135

Ship To

TheMustardSeedInc.com

Customer Phone

1-599-270-5698

Customer E-mail

Grokone@yahoo.com

Terms	Due Date	Rep
	6/8/2024	CJW

Quantity	Description	Rate	Amount
5	Remove sod and soil for raingarden and pollinator area.	92.54	462.70
1	Soil, organic raingarden installed 5 cu yd	300.00	300.00
68	Poly Edging	7.50	510.00
6	Iris Versicolor Native #1, Item #377	27.83	166.98
6	Lobelia. Cardinal Flower, #1	29.87	179.22
6	Chelone Glabra #1, Item #9485	26.83	160.98
6	Lobelia, Great Blue, #1	29.87	179.22
3	Culver's root	29.87	89.61
3	Shredded Hardwood Fro rain garden area	185.00	555.00
1	Seed, Native wildflower seed mix per 5 lbs	104.89	104.89
65	Straw blanket 8' X 1' charged by the linear	1.16	75.40
3	Move and replace 3 sprinkler head	17.64	52.92

Payment due upon completion of project. 2% finance charge per month after 30 days

The Mustard Seed warrants installed plant materials to the original purchaser, only once, to grow through the warranty period, provided: (a) the account was paid when due; (b) the purchaser has cared fro the plant in a reasonable manner; (c) the plant has not been damaged due to an act of nature or animals such as rabbits or deer; (d) plant failure was reported during the warranty period. The warranty period covers one calendar year from the time of plant installation. TMS is not responsible for natural stone defects on products installed, and utility or foundation soil settlements on project sites. A monthly service charge of 2% will be charged on all past due accounts.

Sales Tax (8.375%) \$0.00

Total \$2,836.92

Payments/Credits -\$2,836.92

Balance Due \$0.00

The Mustard Seed

Hagen Lawn & Landscape LLC

06/04/2024 06:12 PM CDT

10000 Great Plains Blvd
Chaska, MN, 55318
952-445-6555 (Office)
www.themustardseedinc.com
amullenhl@gmail.com

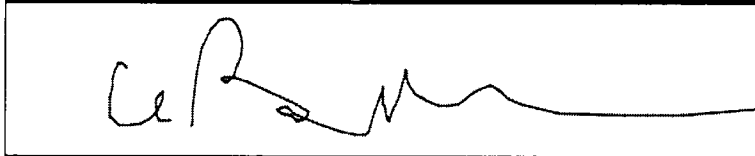
BILLED TO

Angela Boykin
5592733410
Grokone@yahoo.com
1880 CHRISTY DR
CARVER, MN, 55315-4592

DETAILS

DETAILS	Approved (00)
TYPE	Charge - Capture
APPROVAL	49129P
TRANS ID	14187
MID	*****6249
TID	71302836
TERMINAL	223561
INVOICE	Inv#1064

signature



06/04/24 63.229.210.16 Angela Boykin

ACCOUNT	MASTERCARD... 4646
ENTRY MODE	Manual
AMOUNT	USD\$1,444.92
TOTAL	\$1,444.92

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer.

The Mustard Seed

Hagen Lawn & Landscape LLC

03/19/2024 09:54 AM CDT

10000 Great Plains Blvd
Chaska, MN, 55318
952-445-6555 (Office)
www.themustardseedinc.com
amullenhill@gmail.com

BILLED TO

Thomas Williams
grokone@yahoo.com
1880 Christy Drive
55315

DETAILS

DETAILS	Approved (00)
TYPE	Charge - Capture
APPROVAL	67572D
TRANS ID	715
MID	*****6249
TID	71302836
TERMINAL	223561

signature

ACCOUNT	VISA	... 2006
ENTRY MODE		Manual
AMOUNT		USD\$1,392.00
TOTAL		\$1,392.00

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer.









LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, May 15, 2024

Agenda Item

Item 5. F. – Authorize reimbursement for Educator Mini-grant for Redtail Ridge Elementary School

Prepared By

Linda Loomis, Administrator

Summary

At its November 15, 2023, meeting, the Lower Minnesota River Watershed District approved an Educator Mini-grant application submitted by Redtail Ridge Elementary School. The application proposed the school purchase microscope attachments for document cameras or individual microscopic document cameras for student iPads. After discussing the purchase with the School District's tech team, it was determined that the District would not support digital plug-in microscope attachments to the school's iPads for a variety of reasons. The tech team suggested that digital microscopes would be better. Ms. Hudak, the Junior Naturalist Advisor and 4th Teacher, who submitted the application, contacted the LMRWD to see if this changed the approval of the grant. The LMRWD staff approved the change to the grant and Ms. Hudak is now requesting reimbursement.

She has submitted receipts and pictures, but we are waiting on the actual final report, as well as a signed grant agreement. It is recommended that the Board authorize reimbursement, subject to receipt of the final report and the signed grant agreement.

Attachments

Educator Mini-grant application from Redtail Ridge Elementary School
November 15, 2023 LMRWD meeting minutes excerpt
Educator Mini-grant agreement (unsigned)
Receipt for purchase of digital microscopes
Pictures of student using purchased equipment

Recommended Action

Motion to authorize reimbursement of Educator Mini-grant for Redtail Ridge Elementary School subject to receipt of final report and signed Cost Share Agreement



Educator Mini-Grant Program Application

Name of School/Organization:

Redtail Ridge Elementary

First Name:

Caren

Last Name:

Hudak

Email:

chudak@plsas.org

Phone:

952-226-8042

Describe your current role?

Junior Naturalist Advisor - 4th Grade Teacher

If you are a student, please provide the name and email of your supervising educator.

Address of School/Organization

Street Address:

15200 Hampshire Ave. S

Address line 2:

City:

Savage

State:

MN

Zip Code:

55378

Name and Address Where Activity Will Take Place (if Different from Above)

Street Address:

Address line 2:

City:

State:

Zip Code:

What age(s) are the participants?

K–5th grade

6–12th grade

18+ years

Senior

Estimated number of participants:

100

Describe your proposed activity or project and how it relates to water resources and wildlife habitat education. Include project goals and learning objectives for participants.

Our school would like to purchase microscope document cameras for students to utilize on site which would be useful and fun for students in exploring the microscopic world. We have several wetland areas on our school site and we could use this equipment to help students understanding of the health our our local wetlands and natural envionment.

I will work with our IT department to find the best option for our technology and make sure that it fits our students needs.

If there is any additional funds from the purchase of microscope document cameras, I would like to purchase specific lesson materials which would help students understand our Minnesota watershed and wetlands.

When is this activity/project scheduled to take place?

We will use this equipment throughout the school year.

Total requested amount (maximum \$500):

\$500

Specify how funds will be allocated (e.g. supplies, materials, and transportation):

Microscope attachment for document camera or individual microscopic document cameras for student l pads at approximately \$40-50 dollars each.

Lesson materials such as slides, books on Minnesota Watershed.

I understand that if my funding request is approved, I must complete and submit the Program Project Reporting and Reimbursement form to receive payment. Any photos submitted may be used by the LMRWD in future communications.

Signature:

Date:

10/20/2023

President Barisonzi noted sometimes the public that provides feedback may not be the public that uses the river, such as those that are fishing for sustenance. He said the LMRWD should address barriers to participation in planning. He suggested that the LMRWD make sure that when they are looking at their work plan at the workshop next year that this becomes one of the issues that they want to talk about. He added that they should also discuss the coordination of the feedback letter to make sure it solicits the feedback from the different managers with technical support as needed.

Manager Salvato added that in the recreation survey for the Upper Mississippi River they included fishing for sustenance as an environmental justice tie-in. President Barisonzi reiterated his desire to have this addressed in LMRWD workplans.

C. City of Carver Levee

President Barisonzi introduced this item and shared that the City of Carver will be at the December Board Meeting and asked if there was additional information that needed to be brought to the attention of the Board.

D. Dredge Management

President Barisonzi introduced this item and said that the Board received good information in the meeting materials. Administrator Loomis noted that there are a lot of project going on in this corridor. She stated that the Corp. of Engineers is having to re-bid the Continental Grain Marsh Repair project. She added that if the Corp. of Engineers couldn't get into the site when they were conducting reconnaissance for the Continental Marsh project. They contacted the LMRWD about accessing the site, to deliver material for the Continental Marsh Project. It was not clear why access to the site was closed. Administrator Loomis coordinated contacts for all the projects planned in this corridor; MnDOT, USACE and Eureka Fiber Optic and the LMRWD.

i. Dredging at mouth of MN River

No update on this item.

ii. Sale of Dredge Material

No update on this item.

iii. Private Dredge Material Placement

No update on this item.

iv. Vernon Avenue reconstruction and culvert replacement project

No update on this item.

E. Watershed Management Plan

No new information to report since the last update.

F. 2023 Legislative Action

No new information to report since the last update.

G. Education and Outreach Plan

President Barisonzi introduced this item. He noted that the \$500 for Redtail Ridge Elementary School was for water testing equipment which Friends of the Minnesota Valley has and is part of what the Board paid for their program. He added that the school could use this equipment for free.

Manager Hartmann made a motion to approve the recommendations of the CAC and awards educator mini-grants as follows: Nicollet Middle School Green Team - \$500; Pilot Knob STEM Magnet School - \$300; Chaska High School - \$500; and Redtail Ridge Elementary School - \$500. Manager Salvato seconded the motion. Upon a vote being taken, the motion carried unanimously.

H. LMRWD Projects

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

i. Area #3

President Barisonzi introduced and asked Administrator Loomis to walk them through the information. She noted that the LMRWD received an appraisal for the property at Area #3 necessary to construct the project. The LMRWD is interested in securing a portion of the property, either by easement or property ownership. She noted that the Board was provided with hard copies of the information received.

Attorney Kolb noted that the information was just received the day of the meeting. He stated that there are options and prices associated with a partial fee purchase in the package. He added that there is also the price associated with just an acquisition of an easement over this property. He noted that they are in the process of posturing the LMRWD for a voluntary acquisition. He noted that he had not seen the information yet. He added that he is not sure if there will be additional costs with land use or governance restrictions on subdividing this parcel to facilitate the partial acquisition. He shared that this is a pre-decisional, information document and is not yet public information. He said the LMRWD will need the City to determine if there are additional costs to be considered to comply with the Cities land use requirements. He added that when they revisit this they will need to discuss if an easement or a fee acquisition makes more sense then decide how they want to approach this landowner. He noted that it was the landowner's suggestion that they consider an easement as opposed to a fee purchase.

Manager Amundson asked why they would buy this land. Attorney Kolb shared that he had this discussion with the acquisition consultant and Young Environmental. He stated that it comes down to the level of control and the risk to the project if the LMRWD only has an easement versus ownership, as ownership would give them much greater control of the property. He stated that they should be able to get everything done that they need to under an easement, but future access for maintenance must be considered.

i. Spring Creek

No update on this item.

I. Permits and Project Reviews

i. ACE Rent a Car (LMRWD No. 2022-022) – After the Fact Permit

President Barisonzi introduced and asked for a motion before discussion. He then asked Administrator Loomis to provide background on this item. She stated that Manager Salvato had asked why a stop work order was not placed on this project by the LMRWD. She explained that the intent of the owner was not to circumvent the rules, ACE Rent a Car just did not understand and were very cooperative once they were notified. She added that they also notified the airport as they owned the land that this was being built on.

Manager Salvato stated that she was trying to understand the coordination that led to this permit. Ms. Young explained that they have been in contact with ACE quite a bit and they

LOWER MINNESOTA RIVER WATERSHED DISTRICT
2022 Educator Mini-Grant Program
Cost Share Grant Agreement

This grant agreement made this 16th day of November, 2022 is between the Lower Minnesota River Watershed District, a Minnesota Watershed District ("LMRWD") a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, and Caren Hudak, ("GRANTEE"), Junior Naturalist Advisor and 4th grade teacher at Redtail Ridge Elementary School. The GRANTEE's address is Redtail Ridge Elementary School, 15200 Hampshire Avenue South, Savage, MN 55378.

1. Scope of Work. GRANTEE will use funds for the purposes identified in the Educator Mini-Grant Program Application, attached to this Agreement as Exhibit 1.
2. Grant Agreement Period. The GRANTEE will have until the end of the current school year to complete the project.
3. Reimbursement. The GRANTEE may request reimbursement in an amount not to exceed \$500. At the time reimbursement is requested, GRANTEE will provide the LMRWD a reimbursement and reporting request form and receipts for all direct purchases.
4. Indemnification. The LMRWD will be held harmless against all liability and loss in connection with the Project.
5. Notices. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be addressed to the other party as follows:

To LMRWD:

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

To GRANTEE:

Caren Hudak
Redtail Ridge Elementary School
15200 Hampshire Avenue South
Savage, MN 55378

The parties agreeing to be signed as follows:

GRANTEE:

LOWER MINNESOTA RIVER WATERSHED DISTRICT:

By: _____

By: _____

Its: Junior Naturalist Advisor - 4th Grade Teacher

Its: President

Date: _____

Date: _____

Final Details for Order #112-6243928-2654661

Print this page for your records.

Order Placed: May 28, 2024

Amazon.com order number: 112-6243928-2654661

Order Total: \$511.52

Shipped on May 29, 2024

Items Ordered

2 of: *BEAVERLAB Handheld Digital Microscope with 4.3" 1080P IPS Screen, Lightweight and Portable, 20-800x Mag, Mini Microscopes for Kids Ages 8-12, Compatible with iPhone Android Computer*

Price

\$59.00

Sold by: Bsonic US ([seller profile](#))

Supplied by: Bsonic US ([seller profile](#))

Condition: New

Shipping Address:

Caren Hudak
6668 CASEY PKWY
PRIOR LAKE, MN 55372-2603
United States

Shipping Speed:

One-Day Shipping

Shipped on May 29, 2024

Items Ordered

3 of: *BEAVERLAB Handheld Digital Microscope with 4.3" 1080P IPS Screen, Lightweight and Portable, 20-800x Mag, Mini Microscopes for Kids Ages 8-12, Compatible with iPhone Android Computer*

Price

\$59.00

Sold by: Bsonic US ([seller profile](#))

Supplied by: Bsonic US ([seller profile](#))

Condition: New

Shipping Address:

Caren Hudak
6668 CASEY PKWY
PRIOR LAKE, MN 55372-2603
United States

Shipping Speed:

One-Day Shipping

Shipped on May 30, 2024

Items Ordered

3 of: *BEAVERLAB Handheld Digital Microscope with 4.3" 1080P IPS Screen, Lightweight and Portable, 20-800x Mag, Mini Microscopes for Kids Ages 8-12, Compatible with iPhone Android Computer*

Price

\$59.00

Sold by: Bsonic US ([seller profile](#))

Supplied by: Bsonic US ([seller profile](#))

Condition: New

Shipping Address:

Caren Hudak
6668 CASEY PKWY
PRIOR LAKE, MN 55372-2603
United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

Mastercard ending in 2971

Billing address

Caren Hudak
6668 CASEY PKWY
PRIOR LAKE, MN 55372-2603
United States

Credit Card transactions

Item(s) Subtotal:	\$472.00
Shipping & Handling:	\$0.00

Total before tax:	\$472.00
Estimated tax to be collected:	\$39.52

Grand Total:	\$511.52

MasterCard ending in 2971: May 30, 2024: \$511.52

To view the status of your order, return to [Order Summary](#).

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LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 6. A. – LMRWD Permit Renewals

Prepared By

Linda Loomis, Administrator

Summary

There are three permits that require renewing this month. Table 1 of the Technical Memorandum – June 2024 Permit Renewal Requests, dated June 12, 2024, is attached listing the Permit that has requested renewal.

Attachments

Technical Memorandum – June 2024 Permit Renewal Requests dated June 12, 2024

Recommended Action

Motion to approve renewal requests listed in Table 1. Summary of June 2024 permit renewal requests detailed in Technical Memorandum – June 2024 Permit Renewal Requests dated June 12, 2024

Technical Memorandum



To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Hannah LeClaire, PE, Project Manager
Rachel Kapsch, Water Resources Scientist

Date: June 12, 2024

Re: June 2024 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 out a reminder two months prior to permit expiration to current permit holders with upcoming permit expirations.

Table 1 summarizes the permittees who have received permit expiration reminder emails. If a project is not complete, the LMRWD will renew the permit to maintain permitting authority throughout all close out procedures. Requests for information regarding changes to project scope since the original permit issuance and project close out materials are also included on permit expiration reminder emails.

SUMMARY

Table 1. Summary of June 2024 LMRWD Permit Renewal Requests

LMRWD No.	Project Name	City	Previous Expiration Date	Recommended Expiration Date
2023-002	Eagle Creek Bridge	Savage	July 14, 2024	July 14, 2025
	Reason for Extension: Needs final vegetation establishment			
2021-016	Whispering Waters	Shakopee	July 13, 2024	July 13, 2025
	Reason for Extension: Need to review stormwater pond as-builts and final vegetation establishment.			
2022-040	Burnsville Sanitary Landfill	Burnsville	August 17, 2024	August 17, 2025
	Reason for Extension: Construction is not complete			

Recommendations

Based on review of the permit expirations, we recommend approval of permit renewals.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, June 20, 2024

Agenda Item

Item 6. B. – TH 41 Organic Recycling Facility (ORF) Intersection Reconstruction (LMRWD No. 2023-027)

Prepared By

Linda Loomis, Administrator

Summary

The Shakopee Mdewakanton Sioux Community (SMSC) plans to upgrade the intersection of TH 41/Chestnut Boulevard just north of the railroad track crossing. The improvements are being made in anticipation for the relocation of the SMSC Organics Recycling Facility. Approval of a permit is recommended contingent upon the receipt of the name and contact information of the individual(s) liable to the LMRWD for performance under the LMRWD rules from the time permitted activities commence until the LMRWD has certified satisfaction with erosion and sediment control requirements, contact information for the contractor(s), and contact information for the person(s) responsible for inspection and maintenance of erosion and sediment control.

Attachments

Technical Memorandum - TH 41 Organic Recycling Facility (ORF) Intersection Reconstruction (LMRWD No. 2023-027) dated June 13, 2024

Recommended Action

Motion to approve a permit for TH 41 Organic Recycling Facility (ORF) Intersection Reconstruction (LMRWD No. 2023-027) contingent upon receipt of the following: the name and contact information of the individual(s) liable to the LMRWD for performance under the LMRWD rules from the time permitted activities commence until the LMRWD has certified satisfaction with erosion and sediment control requirements, contact information for the contractor(s), and contact information for the person(s) responsible for inspection and maintenance of erosion and sediment control

Technical Memorandum



To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Erica Bock, Water Resources Scientist
Hannah LeClaire, PE, Water Resources Engineer

Date: June 13, 2024

Re: TH 41 Organic Recycling Facility (ORF) Intersection Reconstruction (LMRWD No. 2023-027)

The Shakopee Mdewakanton Sioux Community (SMSC) has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD) for a roadway reconstruction project located at 12362 Chestnut Boulevard, Shakopee, Minnesota (Figure 1). Chestnut Boulevard is also known as Trunk Highway 41 (TH 41). The applicant's engineer, Bolton & Menk, submitted the permit application, associated application exhibits, and site plans for the TH 41 Organic Recycling Facility (ORF) Intersection Reconstruction project. This project is part of a common plan of development and is Phase 2 of the relocation of the SMSC ORF, for which Phase 1 was permitted by the LMRWD in July 2023 (LMRWD Permit No. 2022-016).

The applicant proposes to install turn lanes on TH 41, improve the access road to both the ORF and the Shakopee Asphalt Plant, and construct filter berms within the roadside ditches for stormwater management. The project disturbs 5.1 acres, reconstructs 2.6 acres of roadway, and creates 0.6 acre new impervious surface.

The project is not located within a High Value Resource Area, Steep Slopes Overlay District, or the floodplain. The project triggers Rule B—Erosion and Sediment Control and Rule D—Stormwater Management. Although the project address is in Shakopee, the project is officially located in Louisville Township, and therefore requires a LMRWD individual permit.

SUMMARY

Project Name: TH 41 ORF Intersection Reconstruction

Purpose: Roadway reconstruction.

Project Size:

Area Disturbed	Existing Impervious Area	New and Reconstructed Impervious Area
5.1 acres	2.7 acres	3.2 acres

Location: 12362 Chestnut Boulevard
Shakopee, MN 55379

LMRWD Rules: Rule B – Erosion and Sediment Control
Rule D – Stormwater Management

Recommended Board Action: Conditional approval

DISCUSSION

The LMRWD received the following documents for review:

- LMRWD online permit application, received December 12, 2023.
- TH 41 ORF Relocation Drainage Report by Bolton & Menk, revised April 17; received April 17, 2024.
- Construction Plans by Bolton & Menk, dated April 3, 2024; received May 1, 2024.
- Revised HydroCAD Model by Bolton & Menk; received May 2, 2024.
- Revised MIDS Model by Bolton & Menk; received May 2, 2024.
- TH 41 Minnesota Department of Transportation (MnDOT) Ponds Survey by Bolton & Menk; received April 17, 2024.
- National Pollutant Discharge Elimination System (NPDES) Permit; received April 17, 2024.
- Impervious Areas Map by Bolton & Menk; received April 17, 2024.
- MnDOT Pond Maintenance Letter, dated May 9, 2024; received May 13, 2024.

The application was deemed complete on May 13, 2024, and the documents received provide the minimum information necessary for permit review.

Rule B – Erosion and Sediment Control

The LMRWD regulates land-disturbing activities that affect one acre or more under Rule B. The proposed project would disturb 5.1 acres within the LMRWD boundary. The applicant has provided an erosion and sediment control plan and a Stormwater Pollution Prevention Plan (SWPPP). Temporary erosion and sediment control measures include storm drain inlet protection, silt fence, sediment control log (woodchip), and erosion control blanket (Category 25). The project applicant has provided a copy of the NPDES permit. The project generally complies with Rule B; however, contact information for the contractor and the individual responsible for inspection and maintenance of erosion and sediment control measures are required before the LMRWD can issue a

permit.

Rule D – Stormwater Management

The LMRWD regulates land-disturbing activities that create new and/or reconstructed impervious surfaces greater than one acre. The project proposes a total of 3.2 acres of new and reconstructed impervious surfaces. Stormwater runoff from the new and reconstructed impervious areas will be treated on-site by an existing MnDOT dry pond and proposed filter berms along the north and south ditches of TH 41. The applicant submitted a HydroCAD model and associated exhibits for review of the project runoff rates and volume control. The project has multiple discharge points, including Gifford Lake, the railroad ditches, and the MnDOT dry pond.

Section 5.4.1 of Rule D requires applicants to demonstrate no increase in the proposed runoff rates compared to existing conditions. The project’s runoff rates are summarized in Table 1.

Table 1. TH 41 Intersection Reconstruction Runoff Rate Summary

Rainfall Event (24-hour depth)	Railroad Ditches		MnDOT Dry Pond		Gifford Lake	
	Existing (CFS)	Proposed (CFS)	Existing (CFS)	Proposed (CFS)	Existing (CFS)	Proposed (CFS)
2-year (2.86")	0	0	0.0	0.0	0.3	0.5
10-year (4.24")	0	0	0.0	0.0	3.0	2.5
100-year (7.30")	15.5	15.0	0.0	0.0	23.9	21.2

There is a slight increase in discharge to Gifford Lake for the 2-year storm event, however, because this is Phase 2 of a common plan of development, the runoff rates to Gifford Lake were evaluated in conjunction with the results from the ORF Relocation project (LMRWD No. 2022-016). Overall, there is a rate reduction for the project, shown in Table 2.

Table 2. Overall TH 41 ORF Relocation Runoff Rate Summary

Rainfall Event (24-hour depth)	Gifford Lake	
	Existing (CFS)	Proposed (CFS)
2-year (2.86")	25.6	15.6
10-year (4.24")	72.9	59.3
100-year (7.30")	233.5	139.1

Section 5.4.2 of Rule D requires projects to retain 1 inch of runoff from the new and fully reconstructed impervious areas. This equates to 11,616 cubic feet of volume retention to meet Rule D requirements based on the project’s 3.2 acres of new and reconstructed impervious surfaces. The project proposes to construct filter berms within the roadside ditches along TH 41 to provide volume control. The filter berms will slow stormwater flows and allow a portion of runoff from the project to infiltrate before draining to Gifford Lake. The filter berms provide 13,105 cubic feet of

volume control. The applicant also proposes to continue to use the on-site MnDOT dry pond to treat a portion of stormwater runoff from the project area. The applicant surveyed the existing MnDOT dry pond to verify the capacity of the pond. The as-built dry pond has a volume of 462,172 cubic feet, which is 3,920 cubic feet greater than the original pond design. For existing and proposed conditions, the HydroCAD model shows the 100-year storm event is contained within the dry pond and there is no overflow from the dry pond. The project’s volume control requirement has been achieved through the proposed stormwater management best management practices (BMPs), therefore the project complies with Rule D volume control requirements.

Section 5.4.3 of Rule D requires no net increase in total phosphorus (TP) or total suspended solids (TSS) to receiving waterbodies when compared to existing conditions. The applicant proposed using the project’s volume and rate control BMPs to meet the water quality requirements of the LMRWD. Water quality calculations were completed using a MIDS model and the supporting documentation was submitted. Water quality modeling results are summarized in Table 3.

Table 3. TH 41 Intersection Reconstruction Water Quality Summary

	TP (lb/yr)	TSS (lb/yr)
Existing	326.91	129,372.2
Proposed	315.33	124,788.6
Difference	11.58	4,583.6
% Reduction	4%	4%

As presented, the pollutant load would be reduced for both TP and TSS, meaning the project meets the water quality requirements established under Rule D.

Recommendations

Based on review of the project, we recommend conditional approval contingent on the receipt of the following:

- Designation of an individual who will remain liable to the LMRWD for performance under the LMRWD rules from the time permitted activities commence until the LMRWD has certificated satisfaction with erosion and sediment control requirements.
- Contact information for the contractor(s).
- Contact information for the person(s) responsible for inspection and maintenance of erosion and sediment control.

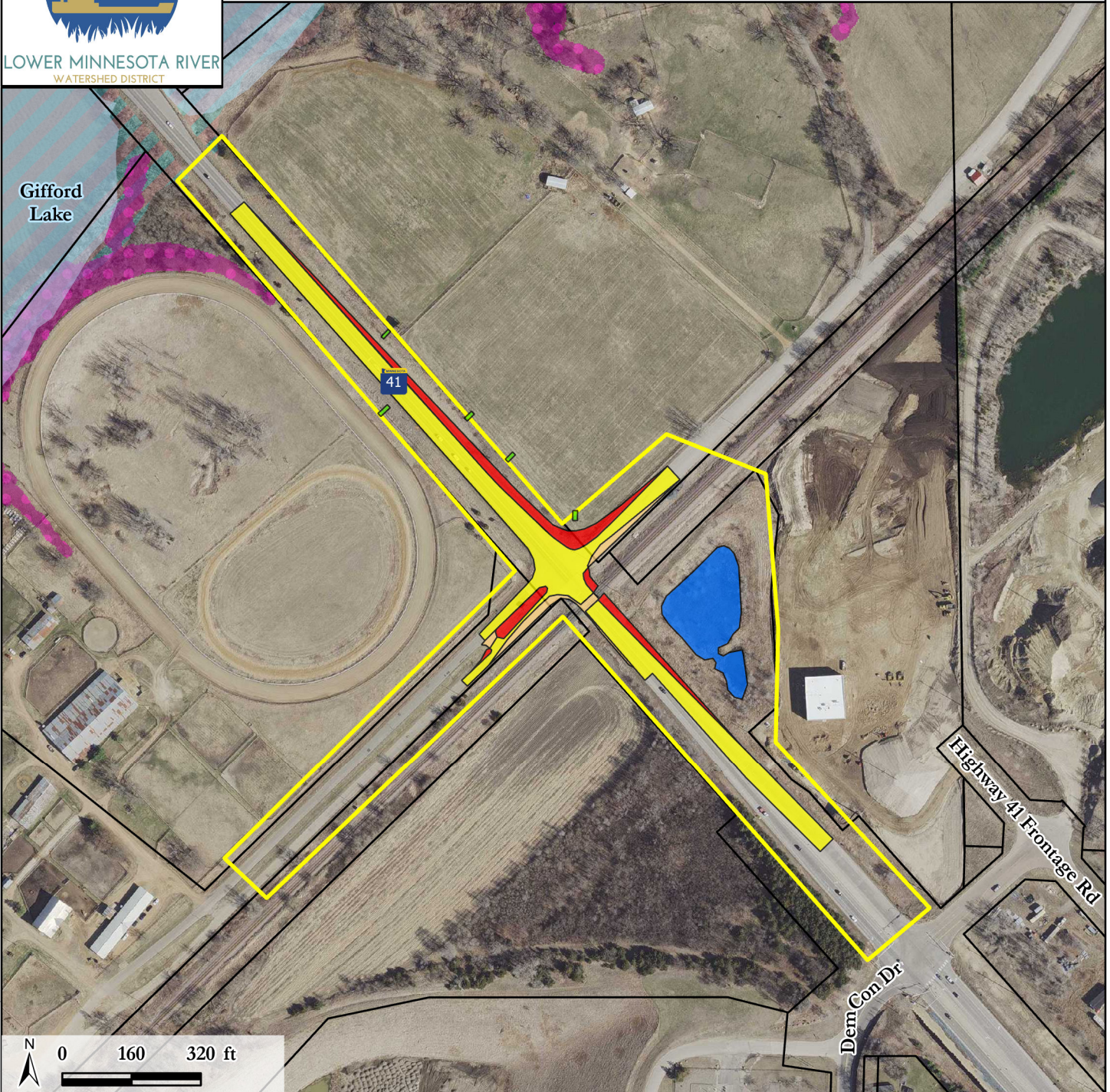
Attachments

- Figure 1—TH 41 ORF Intersection Reconstruction Project Location



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

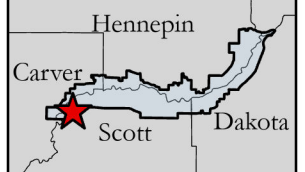
Figure I: TH 41 ORF Intersection Reconstruction Project Location



Legend

- Project Location
- Proposed Impervious Removal (0.116 Acres)
- Proposed New Impervious (0.620 Acres)
- Proposed Reconstruction (2.563 Acres)
- Proposed Filter Berm
- Existing Dry Pond
- Parcels
- Public Waterbodies
- Steep Slope Overlay District
- Floodway

LMRWD Watershed Location Map





LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 6. C– Merriam Junction Trail (LMRWD No. 2023-013)

Prepared By

Linda Loomis, Administrator

Summary

Scott County is planning to construct a trail along the south bank of the MN River across the river from the City of Carver to the Louisville Swamp Trailhead. This project requires coordination with many other partners, some of which have their own requirements and approvals. Young Environmental Consulting Group has reviewed projects documents on behalf of the LMRWD and is recommending the LMRWD issue a permit for this. Technical Memorandum – Merriam Junction Trail Project (LMRWD No. 2023-103), dated June 12, 2024, recommends approval contingent upon the receipt of the following:

- A Copy of the NPDES construction stormwater permit
- Contact information for contractor(s) undertaking any land disturbing activities
- Contact information for the person(s) responsible for inspection and maintenance of erosion and sediment control
- Documentation of approval under the Wetland Conservation Act (WCA)
- Documentation of approval from the US Army Corps of Engineers (USACE)
- Documentation of approval from the Minnesota Pollution Control Agency (MPCA), including Section 401 Individual Water Quality Certification
- Documentation of approval from Minnesota Department of Natural Resources (MN DNR) including final signed cooperative agreement
- Documentation of approval from Scott County Water Management Organization (Scott WMO)
- Documentation of approval from the City of Carver
- Final plans signed by a profession engineer
- Documentation that properties impacted by temporary increases greater than 0.1 foot to the 100-year floodplain have been notified

Additional stipulation will be required for the final approved project permit:

The project engineer will review the contractor’s hydraulic models and provide a memorandum of findings demonstrating that construction impacts are within the proposed 0.22-foot temporary stage increase of the Minnesota River 100-year floodplain. The memorandum must be received before temporary impacts are constructed to avoid a lapse in permit coverage.

Attachments

Technical Memorandum - Merriam Junction Trail Project (LMRWD No. 2023-013) dated June 12, 2024

Recommended Action

Motion to conditionally approve a permit for the Merriam Junction Trail project for temporary and permanent impacts contingent upon the receipt of the following:

- A Copy of the NPDES construction stormwater permit
- Contact information for contractor(s) undertaking any land disturbing activities
- Contact information for the person(s) responsible for inspection and maintenance of erosion and sediment control
- Documentation of approval under the Wetland Conservation Act (WCA)
- Documentation of approval from the US Army Corps of Engineers (USACE)
- Documentation of approval from the Minnesota Pollution Control Agency (MPCA), including Section 401 Individual Water Quality Certification
- Documentation of approval from Minnesota Department of Natural Resources (MN DNR) including final signed cooperative agreement
- Documentation of approval from Scott County Water Management Organization (Scott WMO)
- Documentation of approval from the City of Carver
- Final plans signed by a profession engineer
- Documentation that properties impacted by temporary increases greater than 0.1 foot to the 100-year floodplain have been notified

The final approved project permit will have the following stipulation:

- **The project engineer will review the contractor's hydraulic models and provide a memorandum of findings demonstrating that construction impacts are within the proposed 0.22-foot temporary stage increase of the Minnesota River 100-year floodplain. The memorandum must be received before temporary impacts are constructed to avoid a lapse in permit coverage.**

Technical Memorandum



To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Erica Bock, Water Resources Scientist
Hannah LeClaire, PE, Water Resources Engineer

Date: June 12, 2024

Re: Merriam Junction Trail Project (LMRWD No. 2023-013)

Scott County has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD) to construct a 2.25-mile-long multi-use trail between the Minnesota River Bluffs Regional Trail in the City of Carver, and the Louisville Swamp Trailhead main parking areas in Louisville Township (Figure 1). The applicant's engineer, SRF Consulting, submitted the permit application, associated application exhibits, and construction plans for the Merriam Junction Trail Project.

The project is proposing a 10-foot-wide bituminous trail that will utilize portions of the existing abandoned gravel-surfaced Scott County Regional Rail Authority railroad alignment. The project will construct one new pedestrian bridge across the Minnesota River and three pedestrian bridges crossing portions of the floodplain. The bridge across the Minnesota River and one of the floodplain bridges are located within the LMRWD, Figure 2. Because the trail is 10 feet wide with vegetated buffers on either side, the trail is exempt from LMRWD Rule D—Stormwater Management. Trail and bridge construction will involve cut and fill and temporary fill is needed to facilitate construction of temporary causeways. The project will disturb 9.2 acres and includes 663 cubic yards of cut and 80,324 cubic yards of fill in the Minnesota River 100-year floodplain (within the LMRWD boundary). The applicant proposes to begin construction in the fall of 2024. The project is not located within a High Value Resource Area or Steep Slopes Overlay District. The project is in Louisville Township and triggers LMRWD Rule B—Erosion and Sediment Control and Rule C—Floodplain and Drainage Alteration, requiring a LMRWD individual permit review.

SUMMARY

Project Name: Merriam Junction Trail

Purpose: New multi-use trail between the Minnesota River Bluffs Regional Trail and the Louisville Swamp Trailhead

Project Size:

	Area Disturbed	Cut	Fill	Net Change
Proposed	9.2 acres	663 cubic yards	80,324 cubic yards	79,661 cubic yards of fill
Temporary Conditions		70 cubic yards	24,908 cubic yards	24,838 cubic yards of fill

Location: 2.2-mile segment of the Minnesota River Valley between the City of Carver and the Louisville Swamp Trailhead, in Scott County.

LMRWD Rules: Rule B – Erosion and Sediment Control
Rule C – Floodplain and Drainage Alteration

Recommended Board Action: Conditional approval

DISCUSSION

The LMRWD received the following documents for review:

- LMRWD online permit application; received March 26, 2024.
- Wetland Assessment by SRF Consulting, dated February 2024; received March 8, 2024.
- 60% Project Plans, by SRF Consulting, no date; received March 8, 2024.
- LMRWD HEC-RAS model, revised May 29, 2024; received May 29, 2024.
- Floodplain Fill Graphic by SRF Consulting; received April 30, 2024.
- LMRWD Permit Narrative and Hydraulic Analysis by SRF Consulting, revised May 21, 2024; received May 21, 2024.
- LMRWD Temporary Staging Memo and Hydraulic Analysis by SRF Consulting, revised May 21, 2024; received May 21, 2024.
- 90% Project Construction Plans, by SRF Consulting, no date; received May 21, 2024.
- 90% Bridge Construction Plans, by SRF Consulting, no date; received April 30, 2024.
- Draft Joint Powers Agreement (JPA) between the Minnesota Department of Transportation (MnDOT) and Scott County, no date; received April 30, 2024.
- Draft Landowner Public Notice Letter, no date; received May 21, 2024.
- Bathymetry of the Minnesota River in project location, no date; received May 21, 2024.
- Access Facility Study by SRF Consulting, dated April 22, 2024; received May 21, 2024.
- HEC-RAS Model Upstream of the LMRWD; received May 29, 2024.
- Temporary Staging Impacts Meeting Minutes by SRF Consulting, dated May 6, 2024; received May 29, 2024.

The application was deemed complete on May 30, 2024, and the documents received provide the minimum information necessary for permit review.

Rule B – Erosion and Sediment Control

The LMRWD regulates land-disturbing activities that affect one acre or more under Rule B. The proposed project would disturb approximately 9.2 acres within the LMRWD boundary. The applicant has provided an erosion and sediment control plan and a Stormwater Pollution Prevention Plan (SWPPP). Temporary erosion and sediment control measures include redundant perimeter control (silt fence and sediment control log) along the Minnesota River, environmentally sensitive areas, and wetlands; floating silt curtain; rock berms; and erosion control blanket.

The project generally complies with Rule B, but a copy of the National Pollutant Discharge Elimination System (NPDES) construction stormwater permit and contact information for the contractor and person(s) responsible for inspection and maintenance of all sediment and erosion control features will be required before an LMRWD permit can be issued.

Rule C – Floodplain and Drainage Alteration

The LMRWD requires the applicant to provide documentation that the proposed floodplain fill will not cause an increase in 100-year water surface elevations. The project is located within the Minnesota River 100-year floodplain, as shown on the Flood Insurance Rate Map (FIRM) Panels below:

- Carver County FIRM 27019C038D, effective December 21, 2018.
- Carver County FIRM 27019C0332D, effective December 21, 2018.
- Scott County FIRM 27139C0130E, effective February 12, 2021.
- Scott County FIRM 27139C0110E, effective February 11, 2021.

Proposed Conditions

The project proposes 663 cubic yards of cut and 80,324 cubic yards of fill within the floodplain and no compensatory storage. The project requires excavation and filling to create safe elevation changes, clear trees, and stabilize the riverbanks. There are two bridges proposed within the LMRWD (Figure 3 and Figure 4). Bridge R0910 is a continuous steel girder bridge crossing the Minnesota River. There is an additional floodplain relief bridge within the LMRWD (Bridge R0909) that will consist of prestressed concrete beam crossings. The proposed conditions are modeled showing the excavation and fill required for the trail construction. SRF Consulting has provided cut and fill maps, construction plans, and bridge plans to accompany the HEC-RAS model. The proposed model shows no change in the 100-year water surface elevation, meeting the minimum requirements of Rule C.

Temporary Conditions

The submitted HEC-RAS model also shows the changes in the floodplain between the existing and temporary conditions of the project below the 100-year water surface elevation. Due to the required construction of temporary causeways, SRF Consulting has modeled a worst case-scenario encroachment for the construction of the causeways. This includes 70 cubic yards of temporary cut and 24,908 cubic yards of temporary fill. SRF Consulting provided temporary causeways plans to identify the encroachment areas at an elevation of 709.0. The model included these causeways.

Fill for the causeways will remain in place during a flood event, but all temporary bridges will be removed once flood levels reach 709.0 elevation.

As a result of the temporary fill, the HEC-RAS model shows there will be up to a 0.22-foot rise in the 100-year water surface elevation of the Minnesota River. The project team has provided a draft of a letter that will notify landowners that would be affected by a rise between the 0.1 and 0.22 feet. The 0.1-foot threshold to notify landowners was discussed and approved by the City of Carver, the Minnesota Department of Natural Resources (MnDNR), Scott County, and Carver County. Notification to the landowners will be required as a conditional approval item before the permit can be issued.

The temporary fill is modeled as occurring all at once, but during construction the additional temporary fill within the floodplain will occur sequentially with bridge construction, potentially creating less temporary impact, and therefore less stage increase, that cannot be modeled with a steady state HEC-RAS model. While SRF Consulting has provided worst-case-scenario encroachment models, the contractor may provide a different construction approach. The contractor will be required to model the temporary impacts to the Minnesota River's 100-year floodplain that will occur due to their proposed construction staging and sequencing. The LMRWD will include a stipulation in the final approved permit that requires SRF Consulting to review the contractor's hydraulic models and provide a memorandum of findings demonstrating that the construction impacts are within the 0.22-foot modeled stage increase. Permit coverage will not lapse if SRF Consulting provides a memorandum before construction of the causeways begins.

Rule D – Stormwater Management

The project creates 1.03 acres of new and reconstructed impervious surfaces within the LMRWD, including 10-foot-wide paved surfaces with vegetated buffers on either side. Because the trail is 10 feet wide with vegetative buffers on either side, it is exempt from Rule D.

Recommendations

The project requires many types of intergovernmental coordination and approvals. Most of these approvals will be required as conditional approval items. The LMRWD has reviewed the applicable LMRWD rules triggered by the project and determined compliance. Based on review of the project, we recommend conditional approval of the Merriam Junction Trail project for temporary and permanent impacts contingent on the receipt of the following:

- Copy of the NPDES construction stormwater permit.
- Contact information for the contractor(s) undertaking land disturbing activities.
- Contact information for the person(s) responsible for inspection and maintenance of erosion and sediment control.
- Documentation of approval under the Wetland Conservation Act (WCA).
- Documentation of approval from the US Army Corps of Engineers (USACE).
- Documentation of approval from the Minnesota Pollution Control Agency (MPCA), including Section 401 Individual Water Quality Certification.
- Documentation of approval from the MnDNR, including final signed cooperative agreement.
- Documentation of approval from Scott County Water Management Organization (WMO).
- Documentation of approval from the City of Carver.
- Final plans signed by a professional engineer.

- Documentation that properties impacted by temporary increases greater than 0.1 foot to the 100-year floodplain have been notified.

The final approved project permit will have the following stipulation:

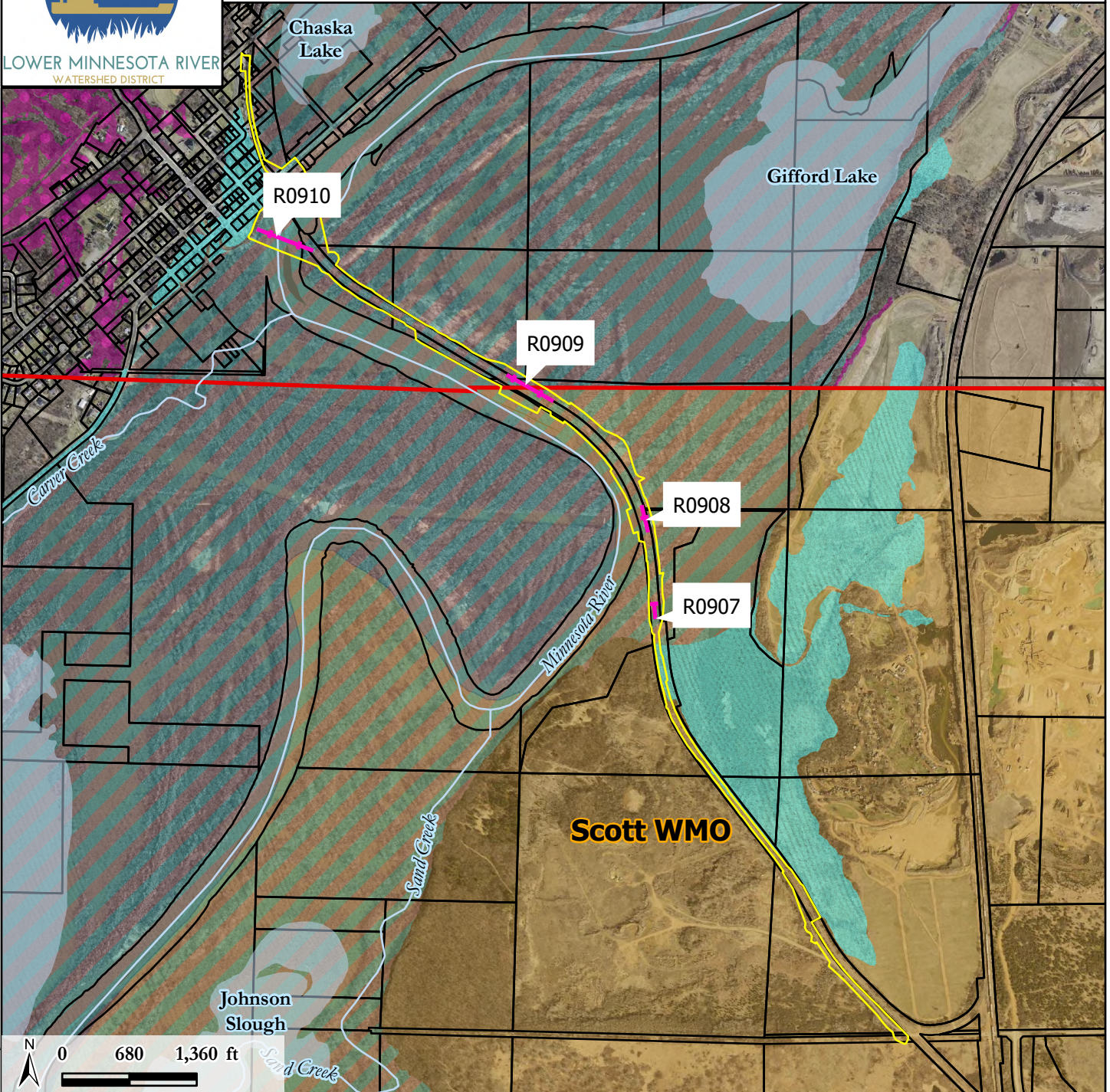
- **The project engineer will review the contractor's hydraulic models and provide a memorandum of findings demonstrating that construction impacts are within the proposed 0.22-foot temporary stage increase of the Minnesota River 100-year floodplain. The memorandum must be received before temporary impacts are constructed to avoid a lapse in permit coverage.**

Attachments

- Figure 1—Merriam Junction Trail Project Location Map
- Figure 2—Merriam Junction Trail Project Location within the LMRWD
- Figure 3—Bridge R0910 Crossing the Minnesota River
- Figure 4—Bridge R0909 Floodplain Relief Bridge



Figure I: Merriam Junction Trail Project Location
LMRWD No. 2023-013



Legend

- | | |
|---------------------|------------------------------|
| Construction Limits | Parcels |
| Bridges | Steep Slope Overlay District |
| LMRWD Boundary | 100-yr Floodplain |
| Public Waters | Floodway |
| Public Waterbodies | Scott WMO |

LMRWD Watershed Location Map

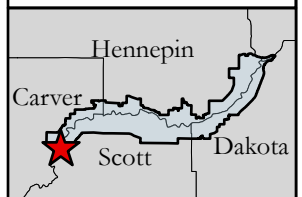
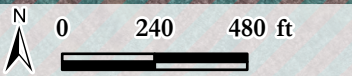
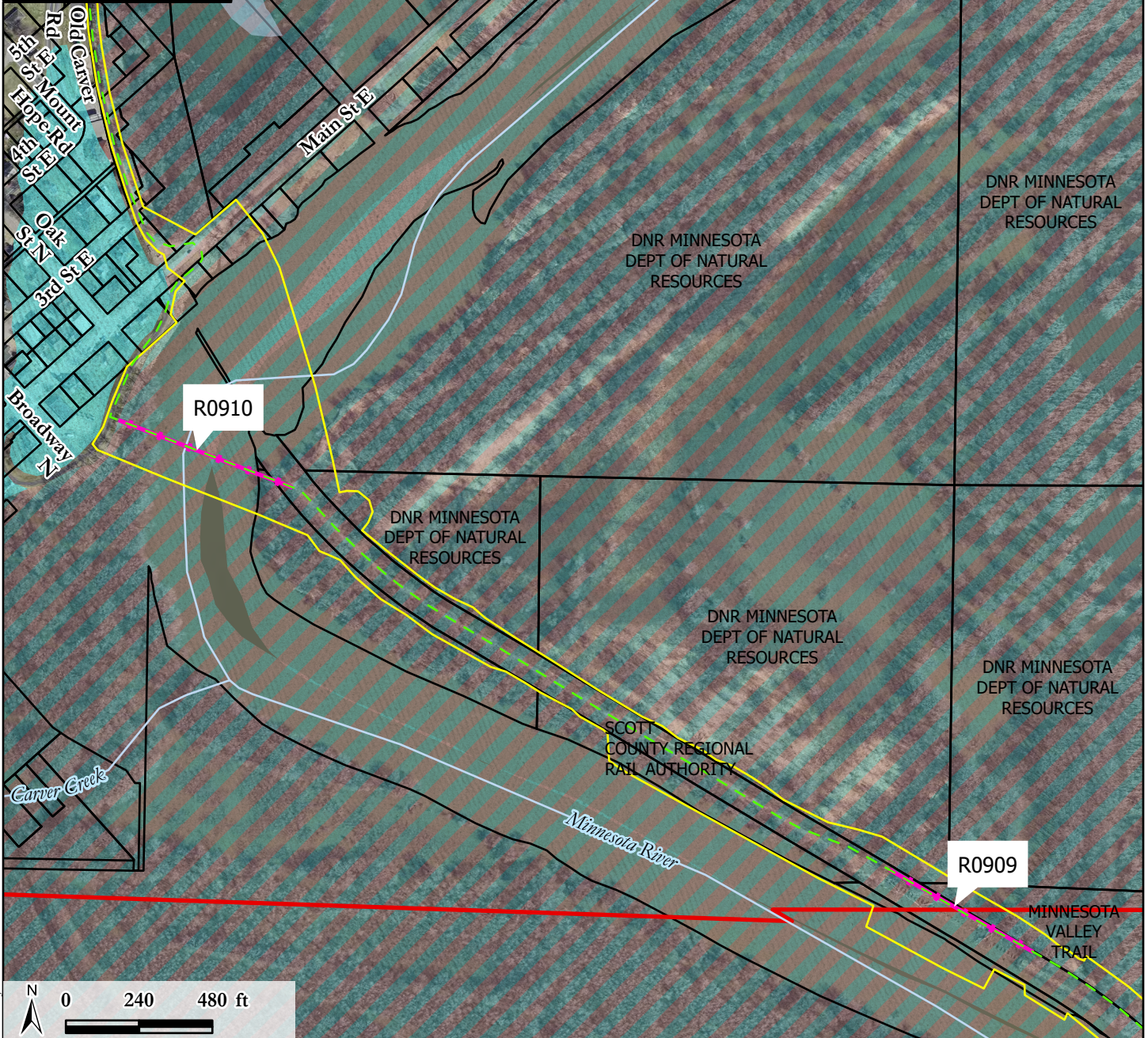


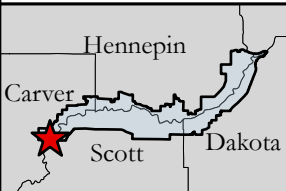
Figure 2: Bridge R0909 & R0910
LMRWD No. 2023-013



Legend

- Construction Limits
- Bridges
- Public Waters
- LMRWD Boundary
- Public Waterbodies
- Parcels
- 100-yr Floodplain
- Floodway
- Proposed Trail Alignment

LMRWD Watershed Location Map

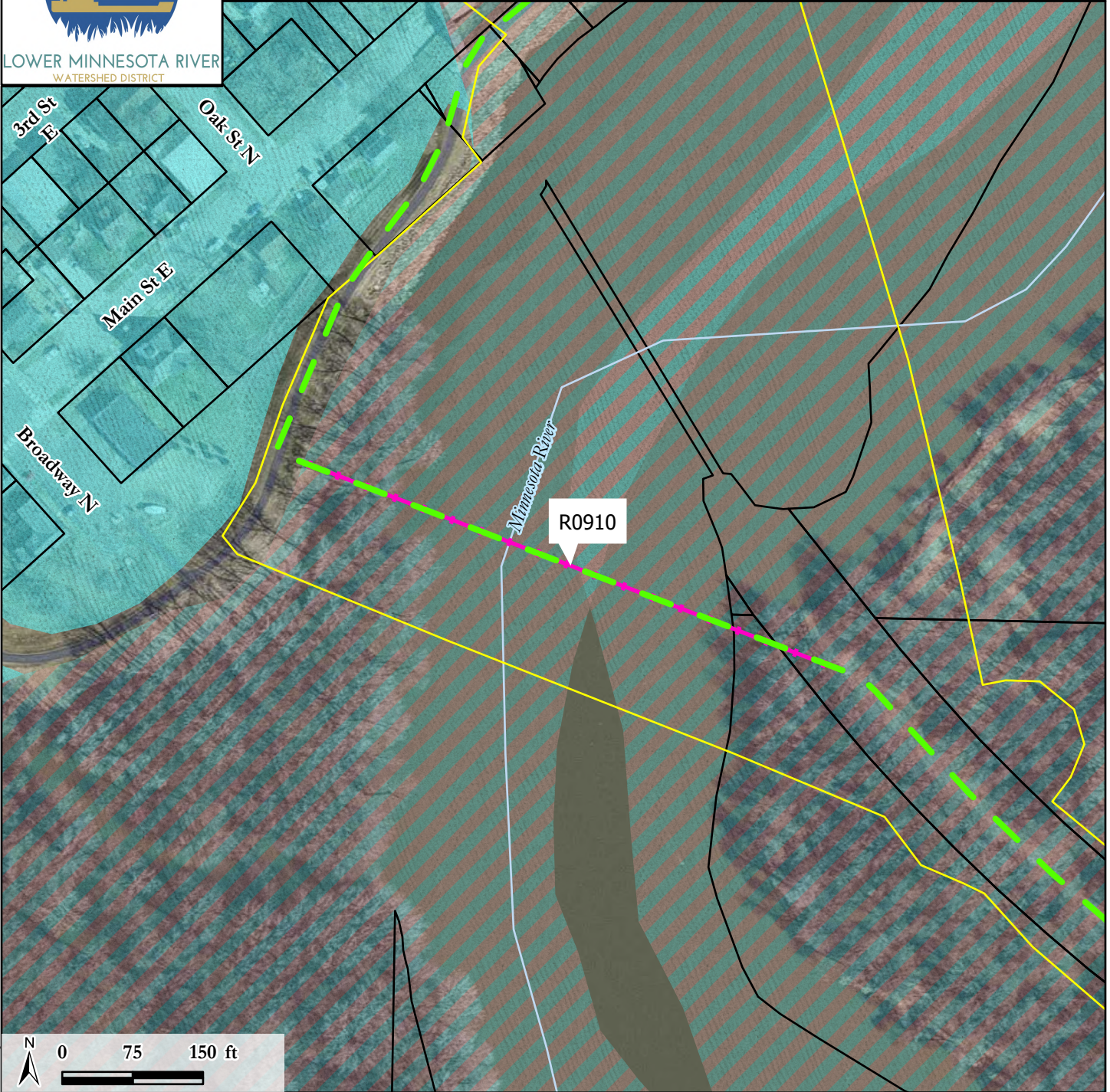


Projects\LMRWD\Project_Reviews\02 In Process\2023-013 Merriam Junction



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Figure 3: Bridge R0910
LMRWD No. 2023-013



Legend

- Construction Limits
- Bridges
- Public Waters
- Parcels
- 100-yr Floodplain
- Floodway
- Proposed Trail Alignment

LMRWD Watershed Location Map

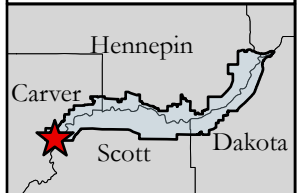
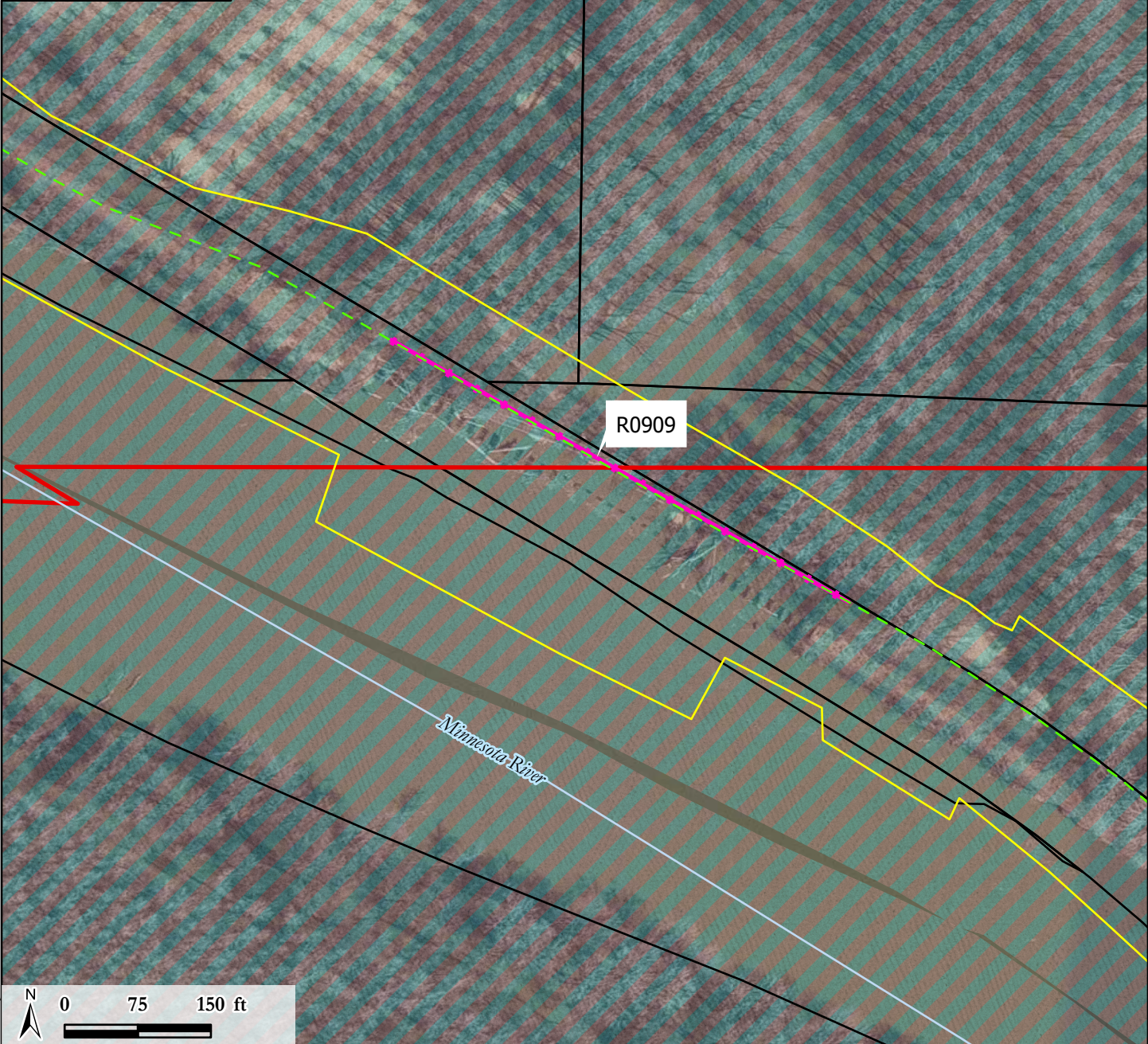


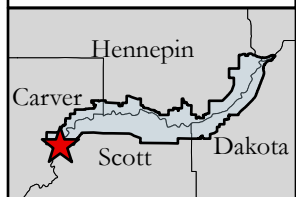
Figure 4: Bridge R0909
LMRWD No. 2023-013



Legend

- Construction Limits
- Bridges
- Public Waters
- LMRWD Boundary
- Parcels
- Floodway
- Proposed Trail Alignment

LMRWD Watershed Location Map





LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 6. D. – 2024 T2 North Expansion (LMRWD No. 2024-006)

Prepared By

Linda Loomis, Administrator

Summary

This is a project planned by the Metropolitan Airport Commission (MAC) to expand Terminal 2 at the Minneapolis/St. Paul Airport. Young Environmental Consulting Group (YECG) reviewed the application and supporting documentation on behalf of the LMRWD. Some previous permits submitted by MAC for the MSP were broken into phases, because of the complexity of the project and time constraints that would be placed on the MAC to get the complete projects permitted before commencement of the project. Rather than phase projects and coming back to the Board of Managers for amendments to the permits, project will now be segmented into types of activities. Permits granted under this scenario will include restrictions on subsequent activities, thus allowing the LMRWD to review those activities and permit them separately.

The recommendations made by YECG are contained in Technical Memorandum – 2024 T2 North Expansion (LMRWD No. 2024-006) dated June 13, 2024.

Attachments

Technical Memorandum - Technical Memorandum – 2024 T2 North Expansion (LMRWD No. 2024-006) dated June 13, 2024

Recommended Action

Motion to approve a LMRWD Rule B permit for 2024 T2 North Expansion (LMRWD No. 2024-006) contingent upon the receipt of the following: final construction plans signed by a professional engineer and an executed maintenance agreement.

Technical Memorandum



To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Rachel Kapsch, Water Resources Scientist
Hannah LeClaire, PE, Water Resources Engineer

Date: June 13, 2024

Re: 2024 T2 North Expansion (LMRWD No. 2024-006)

The Metropolitan Airports Commission (MAC) has applied for an individual project permit from the LMRWD to begin the Terminal 2 (T2) North Expansion Project.

The 2024 T2 North Expansion Project (T2 North) is located on the west-southwest side of the Minneapolis–Saint Paul (MSP) International Airport (Figure 1). The applicant’s engineer, Kimley-Horn and Associates, Inc. (Kimley-Horn), has submitted the permit application, associated application exhibits, and construction plans for the T2 North project.

The T2 North project is a multi-year project that will result in the overall expansion of Terminal 2 at the MSP International Airport. This project proposes construction of terminal expansion; concrete apron pavement work; pavement replacement; utility and parking lot replacement; and landscaping. The project proposes 9.3 acres of disturbance. There are currently 15.7 acres of impervious surfaces, and the area of new and reconstructed impervious surfaces totals 15.4 acres. The project proposes construction between June 2024 and December 2026. The project is not located within a High Value Resource Area, Steep Slopes Overlay District, or 100-year floodplain of the Minnesota River. The project triggers LMRWD Rule B—Erosion and Sediment Control and Rule D—Stormwater Management. Because MAC does not have their municipal permit, the project requires an LMRWD individual project permit.

After a meeting with the applicant on June 4, 2024, to discuss the project, time constraints for construction scheduling became apparent. In previous permit applications with similar time constraints, permits have been issued in phases, allowing the applicant to begin initial site preparation activities and mass grading ahead of the impervious surface construction and stormwater management approvals under Rule D. Because of the applicant’s concerns regarding the construction schedule, the LMRWD segregated the permit review to focus on the initial site preparation activities and mass grading activities (Rule B). The initial permit will explicitly prohibit the construction of impervious surfaces and stormwater management facilities until LMRWD staff can confirm the project meets all the requirements for Rule D. The applicant will be required to provide updated stormwater treatment calculations to obtain a permit amendment that includes the construction of impervious surfaces planned for summer 2024.

SUMMARY

Project Name:

2024 T2 North Expansion Project

Purpose:

Building, pavement installation and replacement, and landscaping.

Project Size:

Area Disturbed	Existing Impervious Area	Proposed Impervious Area	Net Increase Impervious Area
9.3 acres	15.7 acres	31.1 acres	15.4 acres

Location:

Terminal 2, Minneapolis-Saint Paul (MSP) International Airport, Minneapolis, MN 55450

LMRWD Rules:

Rule B – Erosion and Sediment Control
Rule D – Stormwater Management

Recommended Board Action:

Approval of Rule B (initial site preparation activities and mass grading only)

DISCUSSION

The LMRWD received the following documents for review:

- LMRWD online permit application; received February 28, 2024.
- T2 North Project Bid Sets (dated February 12, 2024), MSP Drainage Areas (dated June 2021), and LMRWD Construction Permit Application Narrative (dated February 28, 2024) by Kimley-Horn; received February 28, 2024.
- The following exhibits were submitted by Kimley-Horn on March 19, 2024:
 - Revised LMRWD Construction Permit Application Narrative, dated March 20, 2024.
 - MSP Property Inventory Map, dated December 9, 2015.
 - MSP International Airport T2 North Expansion Pond 1, dated March 19, 2024.
 - MSP International Airport T2 North Expansion Drainage Areas, dated March 12, 2024.
 - NPDES Permit MN0065404, issued May 29, 2024; expired April 30, 2019.
 - Section 32 92 19 Native Grasses and Forbs Planting, dated February 12, 2024.
 - Geotechnical Report, dated February 12, 2024.
 - T2 North Existing Conditions MIDS Model, dated March 19, 2024.
 - T2 North Proposed Conditions MIDS Model, dated March 19, 2024.
 - Draft Maintenance Agreement.
- The following exhibits were submitted by Kimley-Horn on April 10, 2024:
 - MSP Terminal 2 North Expansion Stormwater Management Summary, dated April 10, 2024.
 - XPSWMM model.
 - P8 model.
 - CAD files.

- The following exhibits were submitted by Kimley-Horn on May 6, 2024:
 - Updated T2N Narrative, dated May 6, 2024.
 - NPDES Permit MN0002101, issued April 5, 2013; expired March 31, 2018.
 - MSP International Airport 2001 Runway 17-35 Trunk Storm Sewer, PH3 Grading Final - MAC Pond #1, dated December 28, 2000.
 - 2001 Runway 17-35 Trunk Storm Sewer Phase III - Water Quality Ponds, dated April 2, 2001.
 - Pond 1 Piping Detail, dated September 2021.
 - MSP International Airport 2001 Runway 17-35 Trunk Storm Sewer, PH3 - MAC Pond #1 Intake Structure, dated April 2, 2001.
 - Pond Sediment Inspection Results and Notes.
 - NPDES Stormwater Pond Maintenance Factsheet, dated January 2022.
 - MSP International Airport Hydrologic/Hydraulic/Water Quality Models- 2024 Status Update, dated May 2, 2024.
 - MSP International Airport Terminal 2 North Expansion Drainage Area Map – Proposed Conditions.
 - MSP International Airport Terminal 2 North Expansion Drainage Area Map – Existing Conditions.
- Revised Permit Application by Kimley-Horn; received May 13, 2024.
- Revised Stormwater Pollution Prevention Plan (SWPPP) by Kimley-Horn; received June 5, 2024.

The application was deemed complete on June 5, 2024, and the documents received provide the minimum information necessary for a Rule B permit review.

Rule B – Erosion and Sediment Control

The LMRWD regulates land-disturbing activities that affect one or more acres under Rule B. The proposed project would disturb approximately 9.3 acres within the LMRWD boundary. The applicant has provided a SWPPP. Temporary erosion and sediment control measures include storm drain inlet protection, silt fences, construction entrance/exits, and sediment control log (woodchip). Disturbed areas are to be seeded. The contractor and individuals responsible and liable for the inspection and maintenance of erosion and sediment control features are:

Contractor(s):

Mike Van Handel – Max Steininger, Inc., 651-454-6620, mike@maxsteininger.net

Rich Haukos – RJ Mechanical, Inc., 320-364-5832, rich@rjmechanical.biz

Gary Stommel – Hunt Electric Corporation, 612-490-0447, gstommel@huntelec.com

Tyler Schuler – Peterson Companies, Inc., 651-257-0326, tschuler@petersoncompanies.net

Erosion and Sediment Control:

Gage Grams – Morcon Construction, 763-546-6066, ggrams@morcon.com

The project complies with Rule B.

Recommendations

The applicant has made it clear that time is of the essence for the project. Therefore, staff recommend conditional approval of a Rule B permit, meaning the applicant can begin conducting initial site preparation activities and mass grading only. Conditional approval is granted with the stipulation that the permit applicant will submit the following:

- Final construction plans signed by a professional engineer.
- Executed maintenance agreement.

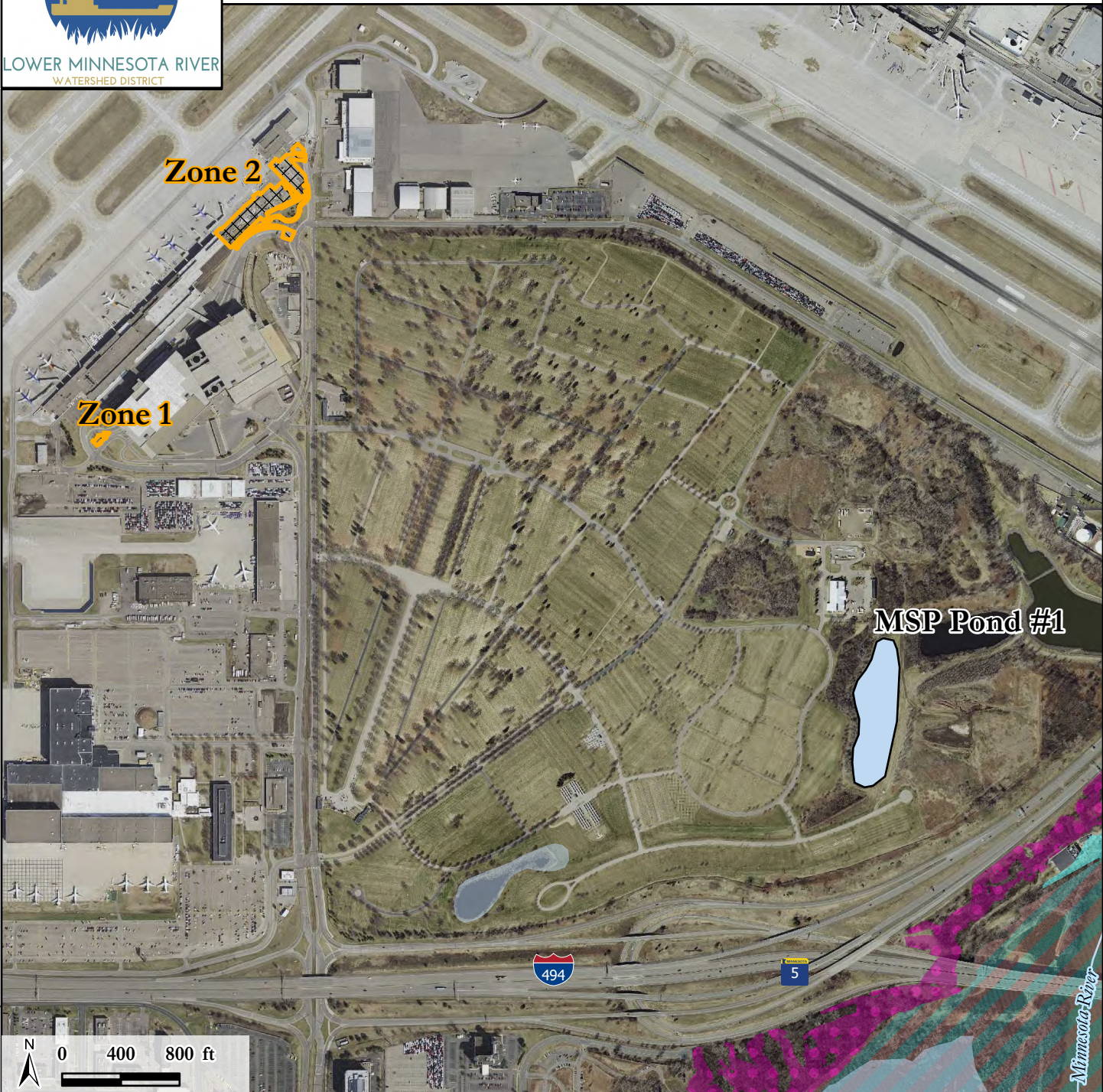
As discussed, this permit allows the applicant to begin work on the initial site preparation activities and mass grading; however, it does not allow for the construction of any new impervious surface. Staff recommends the applicant and the LMRWD continue to work together to ensure the stormwater management system complies with LMRWD Rule D. The LMRWD met with Kimley-Horn, TKDA, H+U Construction, and MAC Staff on June 4, 2024, to discuss additional items required to comply with LMRWD Rule D. A permit amendment will be required to construct impervious surfaces and stormwater management best management practices (BMPs).

Attachments

- Figure 1—2024 T2 North Expansion Project Location (LMRWD 2024-006)
- Figure 2—2024 T2 North Expansion Zone #1
- Figure 3—2024 T2 North Expansion Zone #2










Figure I: 2024 T2 North Expansion Project Location
LMRWD No. 2024-006



Projects\LMRWD\Project Reviews\02 In Process\2024-06 2024\T2 North Expansion\04 GIS

Legend

-  Proposed Expansion Zones
-  MSP Pond #1
-  Public Waterbodies
-  Steep Slope Overlay District
-  100-yr Floodplain
-  Floodway
-  Public Waters

LMRWD Watershed Location Map

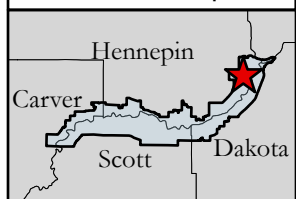
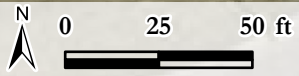





Figure 2: 2024 T2 North Expansion Zone #1
LMRWD No. 2024-006



Legend

 Proposed Impervious

LMRWD Watershed Location Map

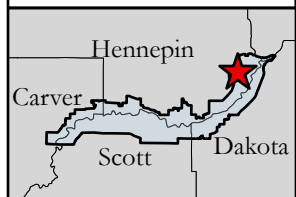
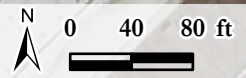





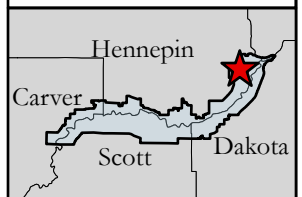
Figure 3: 2024 T2 North Expansion Zone #2
LMRWD No. 2024-006



Legend

 Proposed Impervious

LMRWD Watershed Location Map





LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, June 20, 2024

Agenda Item

Item 6. E. – Lower Lyndale Avenue Road Project (LMRWD No. 2024-010)

Prepared By

Linda Loomis, Administrator

Summary

This is a project proposed by the City of Bloomington that requires a Rule C – Floodplain and Drainage Alteration permit. Young Environmental Consulting Group (YECG) has reviewed the application and the supporting documents. The details of their review and recommendations can be found in the attached Technical Memorandum – Lower Lyndale Avenue Road Project (LMRWD No. 2024-010) dated June 12, 2024. The Technical Memorandum also provides an explanation as to why a Rule C permit from the LMRWD is required.

YECG recommends conditional approval of a permit for the Lower Lyndale Avenue Road Project upon receipt of a copy of the NPDES construction stormwater permit, contact information for the contractor(s) and contact information for the person(s) responsible for the inspection and maintenance of erosion and sediment control. It is also recommended that the permit have the following stipulation: Work may not begin within the USFWS parking lot until the final construction plans and final MOU have been submitted and the LMRWD has determined that are in accordance with the proposed cut and fill exhibits in the permit application.

Attachments

Technical Memorandum - Technical Memorandum – Lower Lyndale Avenue Road Project (LMRWD No. 2024-010) dated June 13, 2024

Recommended Action

Motion to approve a LMRWD Rule C for the Lower Lyndale Avenue Road Project contingent upon receipt of a copy of the NPDES construction stormwater permit, contact information for the contractor(s) and contact information for the person(s) responsible for the inspection and maintenance of erosion and sediment control with the stipulation that work may not begin within the USFWS parking lot until the final construction plans and final MOU have been submitted and the LMRWD has determined that are in accordance with the proposed cut and fill exhibits in the permit application

Technical Memorandum



To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Erica Bock, Water Resources Scientist
Hannah LeClaire, PE, Water Resources Engineer

Date: June 12, 2024

Re: Lower Lyndale Avenue Road Project (LMRWD No. 2024-010)

The City of Bloomington (City) has applied for an individual project permit from the Lower Minnesota River Watershed District (LMRWD) for the road reconstruction of Lyndale Avenue South, south of Lyndale Bluffs Trail to the United States Fish and Wildlife Service (USFWS) boat ramp parking lot at the south terminus of Lyndale Avenue South (Figure 1). The City has a LMRWD Municipal Permit, except for projects that trigger Rule C—Floodplain and Drainage Alteration. Therefore, because the project will occur within the floodplain, it requires an individual project permit. The City has submitted the permit application, associated application exhibits, and site plans for the Lower Lyndale Avenue road reconstruction project.

The project proposes to disturb 9.67 acres and will result in 4.63 acres of new and reconstructed impervious area. Stormwater management measures required for the new and reconstructed areas are under review by the City under its municipal permit. The project proposes road reconstruction and parking lot reconfiguration at the boat launch at the south end of Lyndale Avenue. The parking lot at the south end of the project is owned by USFWS. The LMRWD will permit the 5.7 acres of the project, located within the Minnesota River 100-year floodplain. The project proposes 2,601 cubic yards (cy) of cut and 1,349 cy of fill, resulting in 1,252 cy of net cut. The applicant proposed to begin work in May 2024 with work in the floodplain not beginning until June 2024. Work within the floodplain will not begin until the LMRWD permit is issued. The project is anticipated to be completed by October 31, 2024.

SUMMARY

Project Name:

Lower Lyndale Avenue Road Reconstruction

Purpose:

Road reconstruction and parking lot reconfiguration.

Project Size:

Area Disturbed	Cut (cubic yards)	Fill (cubic yards)	Net Change (cubic yards)
9.67 acres	2,601	1,349	1,252 cut

Location:

Lyndale Avenue South, south of Lyndale Bluffs Trail to the Minnesota River boat ramp.

LMRWD Rules:

Rule C – Floodplain and Drainage Alteration

Recommended Board Action:

Conditional approval

DISCUSSION

The LMRWD received the following documents for review:

- LMRWD online permit application, received March 29, 2024.
- LMRWD Permit Narrative by the City of Bloomington, dated March 22, 2024; received March 29, 2024.
- 90% Construction Plans by the City of Bloomington, dated March 4, 2024; received March 29, 2024.
- Wetland Conservation Act Notice of Application by City of Bloomington, dated April 12, 2024; received April 12, 2024.
- Wetland Conservation Act Notice of Decision by City of Bloomington, dated April 22, 2024; received April 24, 2024.
- Draft Memorandum of Understanding with United States Fish and Wildlife Service, by the City of Bloomington, no date, received April 16, 2024.
- No-Rise Certification by the City of Bloomington, dated May 28, 2024; received May 28, 2024.
- Cut and fill exhibits by the City of Bloomington, no date, received April 16, 2024.
- Standard Specification for Construction; received April 16, 2024.
- Revised Stormwater Pollution Prevention Plan (SWPPP) by the City of Bloomington, no date; received April 16, 2024.
- 100% Plans Construction Plans by the City of Bloomington, dated March 4; received May 17, 2024.
- HEC-RAS Exhibit by the City of Bloomington, no date; received May 17, 2024.
- HEC-RAS Model by the City of Bloomington; received May 17, 2024.

The application was deemed complete on May 28, 2024, and the documents received provide the minimum information necessary for permit review.

Rule C – Floodplain and Drainage Alteration

The LMRWD requires the applicant to provide documentation that the proposed floodplain fill will not cause an increase in 100-year water surface elevations. The project is located within the Minnesota River 100-year floodplain, as shown on the Flood Insurance Rate Map (FIRM) Panel 27053C0466F, effective November 4, 2016. The project proposes 2,601 cy of cut and 1,349 cy of fill, resulting in 1,252 cy of net cut. The project proposes to reduce the two lanes of traffic in both directions on Lyndale Avenue South to one lane in each direction with a shared bike lane/shoulder. The road surface and underlying subgrade have deteriorated, with groundwater flowing over the road surface in several locations. The proposed work will correct the settlement and subgrade deficiencies, improve subgrade drainage, reconfigure the road to accommodate the bike lane and shoulders, and flatten side slopes to 3:1 to reduce erosion and improve safety. The project is expected to be completed by October 31, 2024.

The applicant submitted an overview map showing the cut and fill within the Minnesota River 100-year floodplain in addition to a signed no-rise certification and HEC-RAS modeling. The HEC-RAS model submitted includes alterations in the floodplain resulting from the project and shows no change in the 100-year water surface elevation.

An erosion and sediment control plan is required to comply with Rule C. The applicant has submitted an acceptable erosion and sediment control plan for the project, which includes silt fence, sediment control logs, floating silt curtain, erosion control blanket, and construction entrances and exits. The project generally complies with Rule C; however, a National Pollutant Discharge Elimination System (NPDES) permit, contact information for the contractor, and person responsible for inspection and maintenance of all erosion and sediment control features are required before the LMRWD can issue a permit.

The final Memorandum of Understanding (MOU) with USFWS for work within the parking lot is required before work can begin in that portion of the project.

Recommendations

Based on review of the project, we recommend conditional approval of the project for work outside of the USFWS parking lot contingent on the receipt of the following:

- Copy of the NPDES construction stormwater permit.
- Contact information for the contractor(s).
- Contact information for the person(s) responsible for the inspection and maintenance of erosion and sediment control.

The project permit will have the following stipulation:

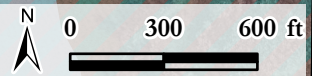
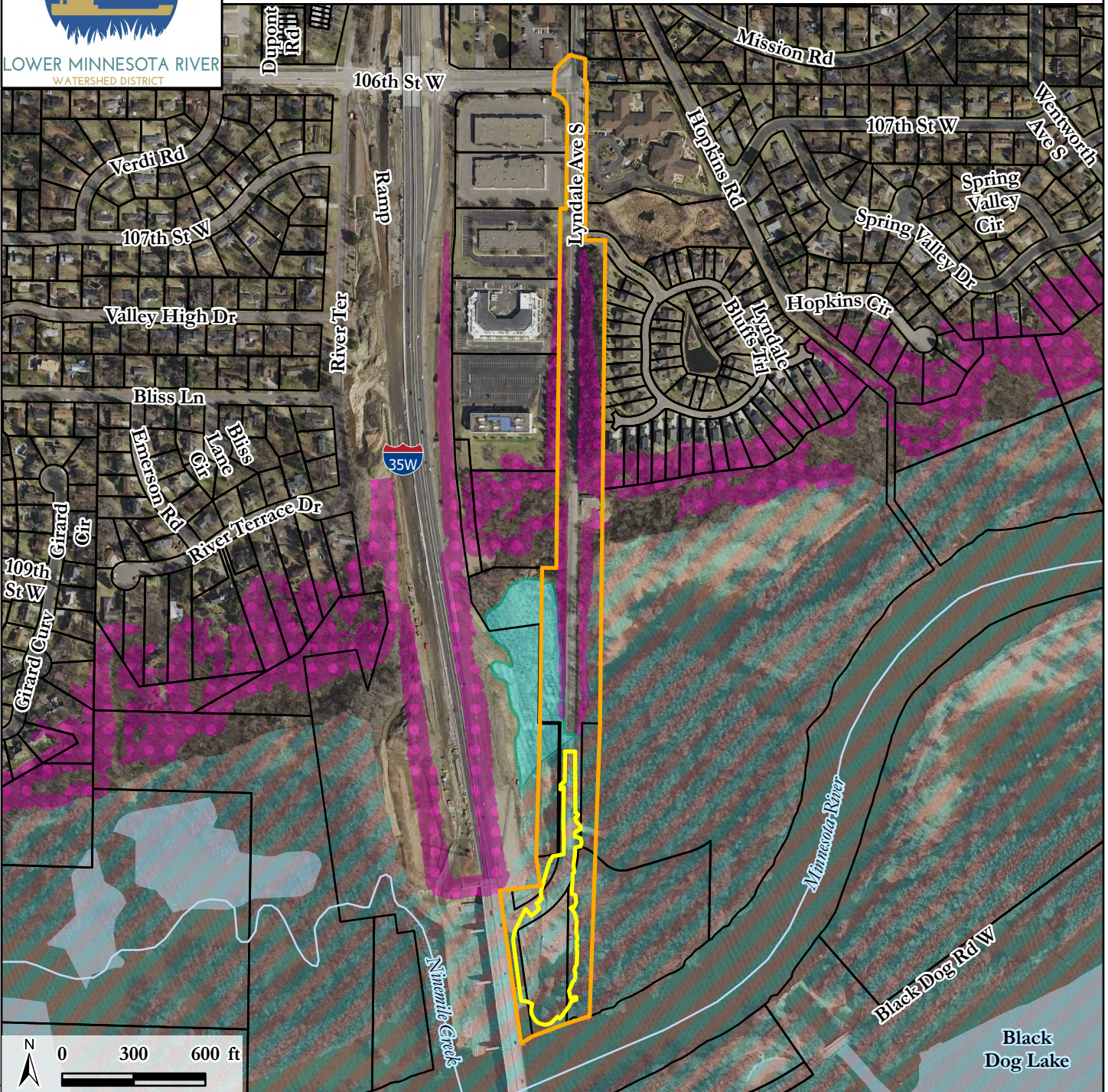
- **Work may not begin within the USFWS parking lot until the final construction plans and final MOU have been submitted and the LMRWD has determined they are in accordance with the proposed cut and fill exhibits in the permit application.**

Attachments

- Figure 1—Lyndale Avenue Road Project Location Map



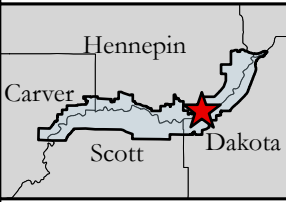
Figure I: Lydnale Avenue Project Location
LMRWD No. 2024-010



Legend

- Project Location Permitted by LMRWD
- Project Limits
- Public Waters
- Parcels
- Public Waterbodies
- Steep Slope Overlay District
- 100-yr Floodplain
- Floodway

LMRWD Watershed Location Map



Projects\LMRWD\Project Reviews\02 In Process\2024-010 Lydnale Road\04 GIS



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 6. F. – 535 Lakota Lane After-the-fact Project Review (LMRWD No. 2023-001)

Prepared By

Linda Loomis, Administrator

Summary

The City of Chanhassen brought this project to the attention of the LMRWD in April of 2022. Since that time the LMRWD has been working to get an after-the-fact permit issued for this project. Young Environmental Consulting Group (YECG), on behalf of the LMRWD, has been working to bring the project up to LMRWD standards. The activities of YECG are detailed in Technical Memorandum – 535 Lakota Lane After-the-fact Project Review (LMRWD No. 2023-001), dated June 12, 2024.

The LMRWD began legal proceedings against the property owner to get the project completed. The property owner's legal counsel has been informed of the recommendations and the conditions for approval. The property owner was unable to provide the LMRWD with the required certifications necessary to issue an after-the-fact permit for the retaining wall, so the LMRWD will not issue a permit for that work. It has been determined that the retaining wall will be allowed to remain, because removing the retaining wall may make the slope more unstable than leaving it intact. This will be noted when the LMRWD dismisses the legal action once all the contingencies have been met, so that it will be discoverable by future prospective property owners.

Attachments

Technical Memorandum - 535 Lakota Lane After-the-fact Project Review (LMRWD No. 2023-001) dated June 12, 2024

Recommended Action

Motion to approve an after-the-fact permit for the following property improvements at 535 Lakota Lane:

- Reestablishment of permanent vegetation on the bluff
- Drain tile installation with energy dissipation, and
- Installation of riprap to fill the gaps in the existing riprap located on the bluff side of the retaining wall

Contingent upon receipt of \$4,875 for the investigation and inspection of the unauthorized work, and the notation that the retaining wall on the property was not constructed with a permit from the LMRWD and is not certified by a professional engineer. Though constructed in a manner not in compliance with LMRWD Rules, the LMRWD deems removal of the existing retaining wall to be of equal risk to the integrity of the adjoining slope as allowing it to remain. The LMRWD assumes no responsibility for the wall's structural integrity or future performance. The current homeowner/permittee is advised to notify any future purchaser of the property of the compliance status of the retaining wall.

Technical Memorandum



To: Linda Loomis, Administrator
Lower Minnesota River Watershed District (LMRWD)

From: Hannah LeClaire, PE, Water Resources Engineer

Date: June 12, 2024

Re: 535 Lakota Lane After-the-fact Project Review (LMRWD No. 2023-001)

The City of Chanhassen (City) contacted the LMRWD on April 13, 2022, regarding a resident, Mr. Andy Polski, who had done work to their property at 535 Lakota Lane, Chanhassen, MN 55318, without a permit. The City was concerned that grading, construction of a retaining wall and drain tile, and vegetation removal work may have occurred in the LMRWD Steep Slopes Overlay District (SSOD). The City became aware of the completed work when Mr. Polski listed the property for sale, and the information included a list of improvements that required City permits; however, no permits had been acquired. The property improvements related to the LMRWD SSOD include the following:

- Encroachment into the SSOD from the pool pad and retaining wall,
- Shrub and vegetation removal on the bluff,
- Drain tile installation, and
- Permanent site stabilization to prevent erosion.

LMRWD staff determined that the listed improvements triggered LMRWD Rule F—Steep Slopes, requiring an after-the-fact permit. The drain tile installation and construction of the pool pad and retaining wall do not comply with Rule F. To address the violations, the LMRWD requested that the homeowner:

1. Provide documentation of shrub and vegetation clearing activities within the SSOD.
2. Redirect stormwater runoff from the new drain tile away from the bluff or provide energy dissipation to protect the steep slopes from concentrated flows.
3. Provide an evaluation by a professional engineer showing that the slope can withstand the constructed improvements, including the pool pad, and retaining wall.

The following timeline summarizes the work and communication that has been completed as part of this after-the-fact permit process.

<p>April 13, 2022</p>	<p>LMRWD received notice of property improvements at 535 Lakota Lane.</p>
<p>June 12, 2022</p>	<p>LMRWD requested a survey of the property improvements.</p>
<p>January 2023</p>	<p>Applicant submitted permit application (2023-001). The LMRWD notified the applicant that their permit application was incomplete and recommended scheduling a meeting to discuss application requirements.</p>
<p>November 2023</p>	<p>LMRWD received the property survey from the applicant (Attachment 1).</p>
<p>March 2024</p>	<p>LMRWD met with the applicant’s engineer to discuss LMRWD Rule requirements.</p>
<p>April 2024</p>	<ul style="list-style-type: none"> • LMRWD met with the applicant and the applicant’s engineer to discuss stormwater management on the property and certification of the stability of the steep slope. • LMRWD staff met with LMRWD’s attorney to discuss options for moving forward with an after-the-fact permit without certification for the pool pad and retaining wall. • LMRWD staff and attorney determined the existing pool pad and retaining wall will be allowed to remain in-place. The LMRWD will issue an after-the-fact permit with the express condition that the wall does not comply with current LMRWD regulations to ensure future property owners are notified of this non-compliance. • The applicant’s engineer submitted a stormwater and erosion control narrative and plans for review.
<p>May 2024</p>	<ul style="list-style-type: none"> • Applicant’s application was deemed complete, and the proposed stormwater management and erosion control complies with LMRWD Rule F. • The applicant proposes to start construction as soon as an after-the-fact permit is issued by the LMRWD.

SUMMARY

Project Name:

535 Lakota Lane After-The-Fact Project Review

Purpose:

Property improvements including a deck addition, pool pad, grading, drain tile installation, vegetation management, and permanent site stabilization to prevent erosion.

Project Size:

Area Disturbed	Existing Impervious Area	Proposed Impervious Area	Net Change in Impervious Area
0.10 acres	0.16 acres	0.24 acres	+0.08 acres

Location:

535 Lakota Lane
Chanhassen, MN 55318

LMRWD Rules:

Rule F – Steep Slopes

Recommended Board Action:

Approval

DISCUSSION

The LMRWD received the following documents for review:

- Work without a permit notification by the City of Chanhassen, dated July 25, 2022; received July 26, 2022.
- Individual online permit application; received January 10, 2023.
- Property survey by LHB, dated May 17, 2023; received May 18, 2023; revised November 1, 2023.
- Erosion and Sediment Control Plan by LHB, dated April 17, 2024; received April 17, 2024.
- Erosion Control and Stormwater Management Narrative by LHB, dated April 17, 2024; received April 17, 2024.
- Responses to LMRWD comments by LHB, dated May 8, 2024; received May 8, 2024.
- Minnesota Department of Transportation (MnDOT) riprap typical detail dated December 9, 2013; received May 8, 2024.
- Shooting Star Native Seeds Savanna & Woodland Edge Mix; received May 8, 2024.
- HydroCAD report by LHB, dated May 30, 2024; received May 30, 2024.
- StormCAD report by LHB, dated May 30, 2024; received May 30, 2024.

The application was deemed complete on May 30, 2024, and the documents received provide the minimum information necessary for permit review.

Rule F – Steep Slopes

The LMRWD 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 applicant provided the following documentation to comply with Rule F.

Documentation of shrub and vegetation clearing activities within the SSOD:

Shrubs and grass were removed to construct the gravel parking pad on the east side of the house as well as the pool pad, and riprap area on the south side of the house. On November 2, 2023, the applicant indicated in an email that no vegetation removal occurred beyond the extents of the gravel, pool pad, and riprap (Attachment 1). The applicant's engineer proposes to stabilize the exposed gravel side slopes on the east side of the property by seeding the area with a woodland edge mix and using erosion control blanket to help establish vegetation. The proposed erosion and sediment control measures comply with Rule F.

Redirection of stormwater runoff away from the bluff or energy dissipation to protect the steep slopes from concentrated flows:

There are two rainwater downspouts that are piped below grade to a discharge point on the south side of the covered deck, west of the riprap (Attachment 1). The drain tile receives runoff from a portion of the roof and a small portion of the gravel area. There is insufficient grade to route the discharge to the storm sewer in the front of the house. The applicant's engineer proposes to install a riprap apron using MnDOT Class II riprap to provide energy dissipation for the concentrated flow at the outlet of the drain tile. The engineer provided calculations indicating that the maximum flow velocity exiting the drain tile is approximately 6.1 feet-per-second (ft/s) for a 10-year storm event and 7.3 ft/s for a 100-year storm event. The apron meets MnDOT specifications and is appropriately sized for the modeled velocity. The riprap will disperse flows as they enter the SSOD. Additionally, the area downstream of the riprap will be vegetated with a woodland edge mix, and an erosion control blanket will be installed to help establish vegetation and mitigate soil erosion. The proposed stormwater management complies with Rule F.

Evaluation by a professional engineer showing that the slope can withstand the constructed improvements, including the pool pad and retaining wall:

A retaining wall was installed at the south side of the home to create a flat yard area, initially used as a pool pad. The flat area is no longer used to hold an above ground pool due to maintenance issues with leaves in the pool. The retaining wall was not designed or evaluated by an engineer and the applicant's engineer cannot certify its stability. The retaining wall has been in place for approximately 4 years. The applicant's engineer completed a field visit and confirmed no visible failure, movement, or erosion has occurred. Riprap is installed on the bluff side of the wall. The applicant's engineer proposes filling all gaps in the riprap to prevent scouring of the soil under the riprap due to runoff.

The applicant's engineer's evaluation did not fully meet Rule F requirements because they were not able to certify the stability of the slope. During a meeting on April 3, 2024, the engineer indicated that to complete a geotechnical evaluation, they would have to obtain a soil boring starting at the ground surface at the top of the bluff down to the riverbed elevation, which would be over 200 feet deep. Without a boring, the engineer cannot certify the slopes stability, and obtaining a boring could

range from \$10,000-\$15,000. Alternatively, the landowner could remove the retaining wall and restore the steep slope to existing conditions. However, this would disturb an area that is well vegetated and could cause more instability on the slope. Additionally, it may be difficult to re-establish vegetation after removal of the retaining wall due to the steep slopes and tree cover. After consulting the LMRWD attorney, staff determined the most feasible option is to allow the retaining wall to remain. The issued permit should include express conditions highlighting the wall's non-compliance with regulations to inform future property owners.

Recommendations

Based on review of the project, we recommend conditional approval of an after-the-fact permit for the following property improvements at 535 Lakota Lane:

- Reestablishment of permanent vegetation on the bluff
- Drain tile installation with energy dissipation, and
- Installation of riprap to fill the gaps in the existing riprap located on the bluff side of the retaining wall.

Approval is contingent upon receipt of \$4,875 for the investigation and inspection of the unauthorized work. See Attachment 2 for a summary of costs related to LMRWD staff's review of the project.

Additionally, the permit will include the following condition:

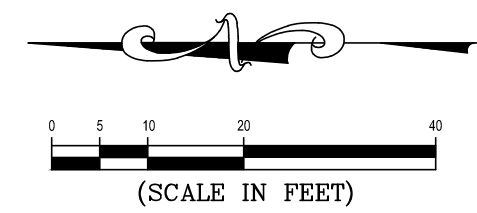
- The retaining wall on the property at 535 Lakota Lane Chanhassen, MN 55318, was not constructed with a permit from the LMRWD and is not certified by a professional engineer. Though constructed in a manner not in compliance with LMRWD Rules, the LMRWD deems removal of the existing retaining wall to be of equal risk to the integrity of the adjoining steep slopes as allowing it to remain. The LMRWD assumes no responsibility for the wall's structural integrity or future performance. The current landowner/permittee is advised to notify any future purchaser of the property of the compliance status of the retaining wall.

Attachments

- Attachment 1 – Location Survey for ECO Real Estate Holdings Lot 2
- Attachment 2 – Summary of costs for investigation and inspection

Location Survey

for: ECO Real Estate Holdings
 Lot 2, BLUFFVIEW
 Carver County, Minnesota



LEGEND

- ⊙ DENOTES EXISTING SEPTIC MANHOLE COVER
- ⊕ DENOTES EXISTING SEPTIC CLEANOUT
- ◆ DENOTES EXISTING DRAINAGE DISCHARGE POINT
- ⊗ DENOTES EXISTING RESIDENTIAL WELL
- ⊗ DENOTES EXISTING STUMP

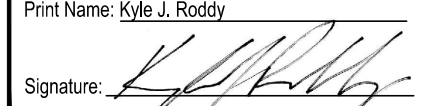
NOTES

- 1) A boundary survey was not completed as part of this project. The Approximate Boundary Lines shown are based on record dimensions and found monuments.
- 2) The location of underground septic system lines and tanks are shown in an assumed location per the observed septic risers and manholes on site. Please refer to the permitted (City of Chanhassen) septic plan by Homestead Septic for precise layout and configuration.
- 3) All improvements (gravel, retaining wall, rip-rap, concrete apron, septic tanks, and open deck) noted as "NEW" were constructed in the past 5 years. All other improvements were pre-existing when the current owner purchased the property.

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Print Name: Kyle J. Roddy License # 42627

Signature:  Date: 11/1/2023

LHB
 324 Garfield St. South | Cambridge, MN 55008
 763.219.1235 | LHBcorp.com

ATTACHMENT 2



The following table summarizes the estimated dollars spent reviewing the 535 Lakota Lane after-the-fact permit between the dates of April 13, 2022, and June 12, 2024. Correspondence includes exchanging emails with the applicant, applicant’s engineer, and the City of Chanhassen, meetings with the applicant and the applicant’s engineer, and a phone call with the applicant’s engineer. The LMRWD’s consultant records show that over 50 emails were exchanged and a minimum of two Microsoft Teams meetings were hosted by the consultant. LMRWD staff inspected the site in April 2022, and reviewed the project several times over the course of two years to analyze existing conditions, identify violations, and assess whether proposed corrections would satisfy the LMRWD Rules. Additionally, LMRWD staff wrote two technical memorandums summarizing the work completed, one in May 2022, and one in June 2024. The hours shown in the table are estimates.

Correspondence	5 hours (50 emails, 2 virtual meetings, 1 phone call)	\$ 625.00
Site Inspection	4 hours (1 site inspection)	\$ 500.00
Project Review	16 hours	\$ 2,000.00
Project Documentation	14 hours	\$ 1,750.00
TOTAL		\$ 4,875.00



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 7. B. – Cost Share Application from Cambridge Condominiums

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD received an application from Cambridge Condominium in Bloomington. Under the LMRWD guidelines, the applications are due May 15th. Applications are awarded at the June Board meeting. The application was received June 14, 2024, and it is the application the LMRWD has received so far this year.

Under the LMRWD Cost Share guidelines after the May 15th deadline application are considered on a first come first served basis, as long as funds remain in the Cost Share budget, which is \$20,000.

This application is requesting \$20,000, as the application claims the project should be considered a Homeowner Association Business and that because that wasn't an option under the LMRWD Cost guidelines, they should qualify for a \$20,000 grant.

The LMRWD Cost Share webpage is clear that townhomes, condominiums or lake associations qualify for \$7,500. The project proposes to intercept overland flow of stormwater, to slow down and infiltrate stormwater to protect the bank of the pond where this water ends up. The condominium association plans to apply for a Hennepin County Opportunity Grant this fall and has retained the services of Metro Blooms to design the project.

Staff has not visited the site, however, the Association has had both the City and Hennepin County out to the site.

Attachments

Cost Share Application from Cambridge Condominium
Supporting documentation

Recommended Action

No motion recommended



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost Share Grant Application

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 _____

Applicant Information

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

Address (street, city and ZIP code):

Phone:

Email address:

Primary Contact (if different from above)

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

Address (street, city and ZIP code):

Phone:

Email address:

Project location

Address (street, city and ZIP code):

Property Identification Number (PID)

Property owners:

Project Summary

Title

Total project cost

Grant amount requested

Estimated start date

Estimated completion date

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

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

- | | |
|------------------------------|---|
| location map | project timeline |
| site plan & design schematic | proof of property ownership |
| contracted items | 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.

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

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

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

How does the project support the goals you checked?

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.

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

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.

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

Authorization

Name of landowner or responsible party

Signature

Date

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**

2022 Cost Share Worksheet

Labor Costs (contractors, consultants, in-kind labor)

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Total:				\$	\$	\$

Project Materials

Material Description	Unit Cost	Total # of Units	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Total:			\$	\$	\$

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

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

Cost Share Grant Application 2024
Additional Pages and Explanation

We already paid to have Metro Blooms come out and confer with us about the plan for our rain gardens. We have not yet paid them for a completed design, as we are waiting to see if we will receive a grant to pay for this. We are also going to apply to Hennepin County for a Good Steward grant this fall. We applied to Hennepin County for an Opportunity Grant last year, but did not receive it, since they could only fund a small portion of the large amount of applicants.

The designer from Metro Blooms gave us a very rough sketch of the design, but no information about the amount of water captured, water infiltrated, phosphorus removed, sediment removed or land restored. We think that information will be provided once we pay for the official design. Therefore, that area of the application has not been filled out. In addition, we do not have a cost breakdown of each part of the work being done, so we are unable to provide that information. We were quoted a total cost, including the design plan, of \$40,000.

The application type should be Homeowner Association Business, but that was not one of the options to check.

Addendums to this application include a map of the property, Declaration and Articles of Incorporation (proof of property ownership), and rough site plan & design schematic. For the reasons described above, we do not have a set project timeline or plant list. However, we will involve volunteer residents with plant installation, watering and other skill appropriate tasks. We will contract everything through Metro Blooms.

2152478

SEE CONDOMINIUM PLAT FILED
AS PART OF THIS DOCUMENT

DECLARATION
FOR
CAMBRIDGE CONDOMINIUM
HENNEPIN COUNTY
CONDOMINIUM NUMBER 658

DECLARATION
CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

TABLE OF CONTENTS

1.	Definitions	1
2.	Name, Location and Description of Condominium	3
3.	General Description of the Units	4
4.	General Description of the Common Elements	4
5.	General Description of the Limited Common Elements	5
6.	Legal Description of Units	5
7.	Compliance with Ordinances and Regulations	5
8.	Flexible Condominium	6
9.	Allocations	9
10.	Association	10
11.	Board of Directors and Declarant Control	11
12.	Use of Units	12
13.	Subdivision or Conversion	14
14.	Alteration of Units	14
15.	Model Units and Sales and Management Offices	15
16.	Easements	15
17.	Maintenance	18
18.	Budget	19
19.	Required Funds and Reserves	19

20.	Assessments, Charges and Taxes	20
21.	Insurance	22
22.	Reconstruction and Repair of Condominium	26
23.	Decision to Rebuild	27
24.	Waiver of Claims	28
25.	Termination	28
26.	Eminent Domain	28
27.	Rights of First Mortgagees and Insurers and Guarantors of First Mortgages ..	28
28.	Amendment	31
29.	Compliance with Provisions	32
30.	Indemnifications	32
31.	General Provisions	32

EXHIBIT A Legal Description of the Original Condominium

EXHIBIT B Legal Description of any Additional Real Estate

EXHIBIT C Unit Owners Percentage Ownership Interest

DECLARATION FOR
CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

THIS DECLARATION, is made and executed by the undersigned Centex Real Estate Corporation a Nevada corporation ("Declarant") pursuant to the provisions and authority of Minnesota Chapter 515A known as the Minnesota Uniform Condominium Act.

WITNESSETH:

The purpose of this Declaration is to submit the real property legally described on Exhibit A hereto, which is owned by Declarant in fee simple, together with the buildings and improvements erected thereon, to all provisions of the Act.

NOW, THEREFORE, Declarant does hereby declare:-

1. Definitions. All terms and phrases used in this Declaration or in the other Condominium Documents shall have the meanings or definitions set forth in the Act unless such terms and phrases are otherwise defined herein.

1.1 "Act" shall mean the Minnesota Uniform Condominium Act, Minnesota Statutes Chapter 515A;

1.2 "Affiliate of Declarant" means any person who controls, is controlled by, or is under common control with a Declarant. A person "controls" a Declarant if the person (i) is a general partner, officer, director, or employer of the Declarant or (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20 percent of the voting interest in the Declarant, or (iii) controls in any manner the election of a majority of the directors of the Declarant, or (iv) has contributed more than 20 percent of the capital of the Declarant. A person "is controlled by" a Declarant if the Declarant (i) is a general partner, officer, director, or employer of the person or (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20 percent of the voting interest in the person, or (iii) controls in any manner the election of a majority of the directors of the person, or (iv) has contributed more than 20 percent of the capital of the person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

1.3 "Additional Real Estate" shall mean the real estate, legally described on Exhibit B hereto, that may be added to the Condominium;

1.4 "Association" shall mean Cambridge Condominium Association, a Minnesota non-profit corporation organized and existing under the authority of Minnesota Statutes, Chapter 317A;

1.5 "Board" shall mean the Board of Directors of the Association;

1.6 "Common Elements" shall mean all portions of the Condominium other than the Units;

1.7 "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association together with any allocations to reserves;

1.8 "Common Expense Liability" shall mean the fractional share or percentage of the Common Expenses assigned to each Unit and for which each Owner is liable as set forth in Exhibit C to this Declaration;

1.9 "Condominium" shall mean Condominium Number 658, Cambridge Condominium, Hennepin County, Minnesota which Declarant hereby creates out of the real estate described on Exhibit A hereto and any Additional Real Estate hereafter added to the Condominium;

1.10 "Condominium Documents" shall mean this Declaration, the Articles of Incorporation and the Bylaws of the Association, the Condominium Plat and, the Rules and Regulations of the Association, if any;

1.11 "Condominium Plat" shall mean that part of this Declaration which constitutes the drawing of the layout of the Condominium;

1.12 "Declarant" shall mean: Centex Real Estate Corporation, a Nevada corporation and shall be further defined as:

1.12-1 any person who has executed the Declaration or an amendment to the Declaration to add additional real estate, other than (i) persons holding interest in the real estate solely as security for an obligation, and (ii) persons whose interests in the real estate will not be conveyed to Owners; or,

1.12-2 any person who succeeds under the provisions of the Act to any Special Declarant Rights;

1.13 "Declaration" shall mean this document and all amendments thereto;

1.14 "Flexible Condominium" shall mean that Additional Real Estate may be added to the Condominium:

1.15 "Garage Unit" shall mean a Unit designed for storage and parking purposes;

1.16 "Limited Common Elements" shall mean any part of the Common Elements that the Declaration or the Act allocate for the exclusive use of one or more, but fewer than all Units;

1.17 "Living Unit" shall mean a Unit designed for residential purposes;

1.18 "Models Parcel" shall mean the portion of the Additional Real Estate described on Exhibit B which is referred to thereon as the Models Parcel;

1.19 "Owner" shall mean the Declarant, if it owns a Unit, and any other person to whom ownership of the Unit has been conveyed or transferred, but does not include a holder of an interest as security for an obligation.

1.20 "Special Declarant Rights" shall mean:

1.20-1 the right to complete improvements indicated on the Condominium Plat;

1.20-2 the right to add Additional Real Estate to the Condominium;

1.20-3 the right to maintain models, sales offices, and advertising signs on or adjacent to the Condominium;

1.20-4 the right to use easements through the Common Elements for the purpose of making improvements within the Condominium; and

1.20-5 the right to appoint or remove a member of the Board during the period of Declarant Control.

1.21 "Unit" shall mean a portion of the Condominium designated for separate ownership and as used herein shall mean either a Living Unit or Garage Unit.

2. Name, Location and Description of Condominium. The name of the Condominium is Condominium Number 658, Cambridge Condominium. The Condominium is located at 11129 Oregon Circle in the City of Bloomington, County of Hennepin, State of Minnesota. The Condominium will initially contain 22 Living Units, and 22 Garage Units.

3. General Description of the Units. The Condominium Plat sets forth the identifying number, dimensions and location of each Living Unit and Garage Unit. The boundaries of the Living Units and Garage Units are the walls, floors and ceilings of the Unit, and the Unit includes all lathing, furring, wallboard, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished structures. All other portions of the walls, floors, or ceilings are part of the Common Elements. If any chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion serving only that Unit is a Limited Common Element allocated solely to that Unit and any portion serving more than one Unit or any portion of the Common Elements is part of the Common Elements. All spaces, interior partitions, and other fixtures and improvements within the boundaries of the Unit are part of the Unit. All exterior doors and windows and any shutters, awnings, balconies, or other fixtures designated to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit. A Garage Unit may be conveyed separate and apart from a Living Unit, but each Owner of a Living Unit must, at all times, own at least one Garage Unit for each Living Unit owned. Only the Declarant, the Association and the Owners of Living Units may own Garage Units, and only occupants of a Living Unit may occupy a Garage Unit.

4. General Description of the Common Elements.

4.1 The Common Elements shall consist of all the real property and fixtures included in the Condominium except for the real property and fixtures within the boundaries of the Units, as described above. The Common Elements include, without limitation, the following:

4.1-1 All foundations, columns, girders, beams, supports, exterior walls, interior loadbearing walls, and all walls and partitions separating apartments from corridors, stairs, and other mechanical equipment spaces;

4.1-2 All roofs, halls, corridors, lobbies, stairs, stairways, and entrances to and exits from the building;

4.1-3 All yards, gardens, recreational areas and facilities;

4.1-4 All private roads, parking areas and driveway areas except the Garage Units;

4.1-5 All central and appurtenant equipment for services such as power, light, telephone, gas, hot and cold water, heat, and like utilities; and all other mechanical equipment spaces;

4.1-6 All tanks, pumps, motors, fans, compressors and control equipment, if any;

4.1-7 All water and sewer pipes except for water and sewer pipes located entirely within a Unit and serving only that Unit:

4.1-8 All balconies and patios, if any;

4.1-9 All swimming pools located within the Condominium or other amenities, if any; and

4.1-10 All other real property, fixtures and equipment existing in the Condominium and intended for common use or necessary or convenient to the existence, maintenance or safety of the Condominium.

4.2 The Association shall have exclusive authority to adopt, amend and enforce administrative rules and regulations governing the use, occupancy and control of the Common Elements and any amenities thereon, including the establishment of a system of fines and charges for violations thereof, so long as such rules and regulations do not conflict with the Act or the other Condominium Documents.

4.3 The Common Elements shall remain undivided; and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Condominium.

5. General Description of the Limited Common Elements. The Limited Common Elements consist of those portions of the Common Elements which are reasonably necessary for and exclusively serve the enjoyment and use of a particular Unit or particular Units. The Limited Common Elements are either defined in the Act or this Declaration or depicted on the Condominium Plat.

6. Legal Description of Units. The Units and the Common Element Interest appurtenant to such Units shall be legally described as follows: Living Unit _____ and Garage Unit _____, Condominium Number 658, Cambridge Condominium, a condominium located in the County of Hennepin, State of Minnesota.

7. Compliance with Ordinances and Regulations. The Condominium has not been created in violation of any zoning, subdivision, building code, or other real estate use law, ordinance, charter provision, or regulation. The conditions of any such law, ordinance, charter provision or regulation has been complied with in the creation of the Condominium. The Condominium is not a conversion condominium as that term is defined in the Act.

8. Flexible Condominium.

8.1 This Condominium is a Flexible Condominium within the meaning of the Act. Declarant may create a maximum of 58 additional Living Units and 58 additional Garage Units on the Additional Real Estate.

8.2 Declarant reserves the right to add Additional Real Estate to the Condominium, by recording an amendment to this Declaration, as provided in the Act. Before filing such an amendment, Declarant shall obtain all necessary written approvals from the Federal Housing Administration ("FHA"), the U.S. Department of Veterans Affairs ("VA"), the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"). This reservation of right to add Additional Real Estate will expire upon that date which is 7 years after the date of the recording of this Declaration. If Declarant determines prior to the expiration of said 7 year period that it will not add Additional Real Estate to the Condominium, the Declarant shall record a statement to the effect in the appropriate County Land records, and, thereupon, the reservation of right to add Additional Real Estate to this Condominium will terminate without any further action necessary.

8.3 Declarant shall serve notice of its intention to add Additional Real Estate as follows:

8.3-1 To the Association: in the same manner as service of summons in a civil action in district court, at least 30 days before recording the amendment. The amendment shall be attached to the notice and shall not thereafter be changed so as to materially affect the rights of Owners.

8.3-2 To the occupants of each Unit: in the manner provided in Section 515A.1-115 of the Act, at least 20 days before recording the amendment. Attached to the notice shall be a statement that the amendment has been served on the Association.

8.3-3 Proof of service upon the Association and the occupants shall be attached to the recorded amendment.

8.4 The legal description of the Additional Real Estate which may be added to the Condominium at the time and in the manner determined by Declarant is set forth on Exhibit B attached hereto. The Declarant may add portions of the Additional Real Estate to the Condominium at different times. Declarant makes no assurance as to the size of, number of or order in which portions of the Additional Real Estate will be added or that any Additional Real Estate will be added, except that Declarant hereby agrees that Declarant will add those portions of the Additional Real Estate referred to on Exhibit B as the Models Parcel and Lots 2, 6 and 7, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota (the Private Roadway)

to the Condominium within seven years from the date hereof. Declarant has agreed to add the Models Parcel because Declarant has constructed a building that is located partially within the Models Parcel and partially within the Condominium. The portion of said building that is located within the Condominium contains Living Units 1 through 6 inclusive. The Declarant will use the portion of said building that is located within the Models Parcel for models and offices until the Models Parcel is added to the Condominium. The Declarant has reserved the right to add Additional Real Estate to the Condominium, but the Declarant is not obligated to add any Additional Real Estate other than the Models Parcel and the Private Roadway and does not undertake to do so.

8.5 Each and every one of the Living Units contained in a phase which is added to the Condominium will be restricted exclusively to residential use and each and every one of the Garage Units contained in a phase which is added to the Condominium will be restricted exclusively for parking and storage of motor vehicles and bicycles and storage of personal property subject to the restrictions set forth in this Declaration.

8.6 Any and all buildings and Units that may be erected upon the Additional Real Estate will be compatible with the other buildings and Units in the Condominium in terms of quality of construction and will be substantially complete before such Additional Real Estate is added to the Condominium. In recognition of ongoing developments in the field of housing construction and energy supply, and changes in consumer demand for housing, Declarant makes no assurance with regard to architectural style and/or the principal materials which may be employed in the construction of Units on any Additional Real Estate added to the Condominium or the sizes of said Units as compared to the sizes of the Units contained in the property already a part of the Condominium.

8.7 All restrictions contained in this Declaration which affect the use, occupancy or alienation of Units will apply to all Units created on any Additional Real Estate added to this Condominium, except that each amendment which adds Additional Real Estate to the Condominium may contain such additions to, and modifications of, the restrictions contained in this Declaration as may be necessary to reflect the different character of the Additional Real Estate included in the amendment and shall affect that Additional Real Estate alone.

8.8 Any assurances contained in this Declaration which concern the Additional Real Estate pursuant to the foregoing reservation of right by Declarant will not apply if said Additional Real Estate is not added to the Condominium within the time allowed.

8.9 So long as the Additional Real Estate is added to the Condominium by Declarant in general compliance with the foregoing, then such additions may be made

without the approval or consent of the Association or any party who owns a Unit in the Condominium.

8.10 All Additional Real Estate which is submitted to the Act will become part of the Condominium.

8.11 If Units are added to the Condominium by addition of Additional Real Estate, there shall be a reallocation of the percentage interest in the Common Elements appurtenant to each Unit, the voting rights assigned to each Unit in Exhibit C hereto, and each Units Common Expenses Liability, all in the manner hereinafter set forth.

8.12 In furtherance thereof, a power coupled with an interest is hereby granted to Declarant, as attorney-in-fact, to reallocate the percentage interests appurtenant to the original Living Units and Garage Units among said original Living Units and Garage Units and any additional Living Units and Garage Units which are constructed on the Additional Real Estate added to the Condominium. Each deed, mortgage or other instrument conveying an interest in or to a Unit shall be deemed a grant and acknowledgment of the powers herein reserved to Declarant.

8.13 In the event Declarant exercises the rights herein reserved, the ownership interest appurtenant to existing and additional Units shall be determined, and in the case of existing Units, readjusted as follows:

8.13-1 As used in Sections 8.11, 8.12 and this Section 8.13, unless the context otherwise requires:

- (i) The Common Elements shall be deemed to consist of:
 - (a) the Common Elements set forth in this Declaration (the "Existing Common Elements") and
 - (b) any additional Common Elements set forth in an amendment to this Declaration (the "Added Common Elements").
- (ii) The Living Units and Garage Units shall be deemed to consist of:
 - (a) the Living Units and Garage Units set forth in this Declaration ("Existing Units") and

(b) any additional Living Units and Garage Units set forth in any amendment to this Declaration (the "Added Units").

8.13-2 The aggregate area of each of the Added Units shall be added to the aggregate area of the Existing Units and the total thereof shall be deemed to be the new Unit area of the Condominium. The percentage interest in the Common Elements, voting interest and percentage common expense liability appurtenant to an Existing or Added Unit shall be determined by dividing the total square area of the Unit by the total square area of all Units including the Added Units and multiplying that figure by 100.

8.13-3 To the extent that a reallocation of percentage interest in the Common Elements results in a decrease in the percentage interest appurtenant to an Existing Unit, there shall be an automatic release and divestiture of said interest, to the extent necessitated by the reallocation, to all of the Owners. Each deed, mortgage or other instrument conveying an interest in or to a Unit shall be deemed a grant and acknowledgment of the right and power herein reserved by Declarant to automatically release and divest the Owner of that portion of his ownership interest necessitated by the reallocation.

8.14 The recording of an amendment to this Declaration shall not alter or affect the amount of any liens for unpaid installments of annual or special assessments levied before the recording of the amendment or an Owner's obligation to pay future installments of annual or special assessments levied before the recording of the amendment.

9. Allocations. Exhibit C attached hereto allocates to each Unit, on a percentage basis, an undivided interest in the Common Elements, a portion of the votes in the Association, and a portion of the Common Expense Liability. The allocations are based upon the proportion of the area of each Unit to the area of all Units. Notwithstanding the above, the Association may assess certain common expenses against fewer than all Units as follows:

9.1 Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Unit or in equal shares against the Units to which that Limited Common Element was assigned at the time the expense was incurred; or

9.2 The Association may assess any Common Expense benefiting less than all of the Units against the Units benefitted in which case the Common Expenses shall be allocated on the Units benefitted and proportioned to their Common Expense Liability.

9.3 The Board may assess any costs and attorney's fees relating to the enforcement of the provisions of this Declaration, the collection of any delinquent assessments or the foreclosure of any Association lien against the Unit of the Owner who is in violation of the provisions of the Declaration or delinquent in the payment of assessments.

10. Association.

10.1 The Declarant shall cause to be incorporated a Minnesota non-profit corporation to be called Cambridge Condominium Association (the "Association"). The Association shall be the governing body for all Owners and shall, through the Board, provide for the maintenance, repair, replacement, administration and operation of the Condominium, as provided in the Act, and the Condominium Documents.

10.2 The duties and powers of the Association and the Board shall be those set forth in its Articles of Incorporation, its Bylaws and this Declaration; provided, however, that the terms and provisions of the Act shall control in the event of any inconsistency between the Act and one or more of said documents and, the Declaration shall control in the event of any inconsistency between the Declaration and one or more of said documents.

10.3 Neither the Board, the Association nor the Owners shall be deemed to be conducting a business of any kind.

10.4 All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and in the Bylaws; shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit C (except for such adjustments as the Board may require to reflect any delinquent, prepaid or special assessments); and shall be administered in accordance with the provisions hereof.

10.5 Each Owner shall be a member of the Association. An Owner's membership shall automatically terminate when the Owner ceases to be an Owner. Upon the transfer of an Owner's ownership interest, the new Owner shall simultaneously and automatically succeed to the former Owner's membership in the Association.

10.6 The Association shall have only one class of membership.

10.7 Each Owner shall, and by acceptance of a conveyance does, covenant and agree that the administration of the Condominium shall be in accordance with the provisions of the Condominium Documents.

11. Board of Directors and Declarant Control.

11.1 The direction and administration of the Condominium shall be vested in the Board. Irrespective of anything else contained in this Declaration, for a period commencing on the date this Declaration is recorded and ending upon the qualification of Directors elected at the meeting of Owners called for that purpose, the Declarant shall have the right to designate and select 3 persons who shall serve as members of the Board, including the right to designate and select their successors as may be required from time to time, or to exercise the powers of the Board as provided in the Act. Within 60 days after 50% of the total number of Units which the Condominium will include, if all Additional Real Estate is added to the Condominium, have been conveyed to Owners other than Declarant, an election will be held to elect two additional Owners other than Declarant to the Board. From and after the time of that election, direction and administration of the Condominium shall be vested in a Board of five members, three of whom shall be selected by the Declarant, two of whom shall be elected by Owners other than Declarant. Upon the termination of the period of Declarant control as hereinafter provided the Board shall consist of 5 members each of which shall be an Owner and shall reside in the Condominium; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board, so long as any such agent or beneficiary (other than an agent designated by the Declarant) resides in the Condominium.

11.2 The Declarant shall control the Board of Directors for a period of time not exceeding 5 years from the date of the recordation of this Declaration. Prior to the expiration of said 5-year term the period of Declarant control will terminate upon the Declarant's voluntary surrender of control or within 60 days after Declarant's conveyance of 75% of the total number of Units which the Condominium will include if all Additional Real Estate is added to the Condominium to Owners other than Declarant. Thereafter, the Owners shall elect the members of the Board. The persons elected shall take office upon election.

11.3 In determining whether the period of Declarant Control has terminated or whether Owners other than Declarant are entitled to elect members of the Board, the percentage of the Units which has been conveyed is presumed to be that percentage which would have been conveyed if all of the Units which Declarant has built or reserved the right to build in the Declaration were included in the Condominium. In other words, since Declarant has reserved the right to add the Additional Real Estate to the Condominium, in determining whether either of said percentages has been attained, the number of Units conveyed must be compared to the total number of Units which will be in the Condominium if fully developed, i.e., 80 Living Units and 80 Garage Units.

11.4 Notwithstanding anything to the contrary in this Section, so long as Declarant owns at least one Unit in the Condominium as augmented by the inclusion of any Additional Real Estate, which Unit is held for sale, the Association shall take no action which adversely affects Declarant's ability to sell the Unit or Units without prior written consent of Declarant.

12. Use of Units. The Units shall be used only as follows:

12.1 The Living Units shall be occupied and used only for residential purposes by Owners, their immediate families, tenants and special guests. Garage Units shall be used only for storage and the parking of motor vehicles and bicycles and personal property. Such Units shall be used in such a way as to not create a nuisance to other Unit Owners or in a way which is illegal under Federal and State law and local ordinances.

12.2 The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as --

12.2-1 rental for any period less than 180 days; or

12.2-2 any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service.

Other than the foregoing limitations, Owners shall have the absolute right to rent their Units provided that such rental is evidenced by a written lease, a copy of which is delivered to the Association; the lease is made subject to the provisions of this Declaration; and the lease incorporates or satisfies the requirements, if any, which the Association establishes in the Rules and Regulations.

12.3 No Unit Owner shall be permitted to keep or store on any portion of the Condominium any trailers or major recreational equipment which shall include but not be limited to travel trailers, pick-up campers or motorized dwellings, camper trailers, boats or boat trailers and snowmobiles or snowmobile trailers.

12.4 The occupation and use of Units shall also be subject to Rules and Regulations of the Association; provided however, that if, during the period of Declarant control, the Condominium or Units therein are subject to mortgages insured or guaranteed by such agencies, the Association shall acquire any necessary approvals from the VA and FHA prior to the enforcement of such rules and regulations.

12.5 There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board,

except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

12.6 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Condominium without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any law. No waste shall be committed in the Common Elements. No Owner shall overload the electric wiring in the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board.

12.7 Owners shall not cause or permit anything to be placed on the outside walls of the Condominium and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

12.8 The use and the covering of the interior surfaces of the glass windows or doors appurtenant to the Units, whether by draperies, shades or other items visible from the exterior of the Condominium shall be subject to the rules and regulations of the Board and in any event may not be done without the prior written consent of the Board.

12.9 No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Living Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon 3 days written notice from the Board.

12.10 No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

12.11 No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be used for the storage of any vehicles or equipment not owned by the Association.

12.12 Except as otherwise provided herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, shall be conducted, maintained or permitted in any Unit.

12.13 No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Condominium except by the Board; provided however, that nothing contained herein shall limit Declarant's rights as provided below.

12.14 Nothing shall be altered or constructed in or removed from the Common Elements without the prior written consent of the Board.

12.15 Nothing herein contained shall be construed in such a manner as to prohibit an Owner from:

12.15-1 maintaining his professional library therein;

12.15-2 keeping his personal business or professional records or accounts therein; or

12.15-3 handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to principal residential use and not in violation hereof.

13. Subdivision or Conversion. No unit in the Condominium shall be subdivided or converted as contemplated by Section 515A.2-115 of the Act.

14. Alteration of Units.

14.1 An Owner may:

14.1-1 Make any improvements or alterations to his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

14.1-2 After acquiring an adjoining Unit and with the consent of the Association and the first mortgagees of the affected Units, remove or alter any intervening partition or create appurtenances thereto even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. The adjoining Owner shall have the exclusive license to use the space occupied by the Common Elements, but the use shall not create an easement or vested right. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

14.2 The Association may reasonably require the Owner or Owners of Units affected to replace or restore any such partition and prior to consenting to such alteration, the Association shall require plans and specifications for such alterations which plans or specifications shall not be modified after approval by the Association unless the Association has also approved such modifications. The Association shall further require that an Owner furnish adequate assurances that the Association and other Owners will be indemnified and held harmless from mechanic's liens or other claims arising from structural alterations or modifications of the Units or Common Elements. The Association may require that an Owner provide a deposit or other assurance that any removed or altered Common Element will be repaired or restored as required.

15. Model Units and Sales and Management Offices. Declarant hereby reserves the right to maintain sales offices, management offices and model Units in the Condominium, on the Additional Real Estate or elsewhere as Declarant deems necessary or appropriate. Declarant further reserves the right to maintain signs on the Common Elements advertising the Condominium, including the advertisement and promotion of the sales of Units within the Condominium to the general public.

16. Easements.

16.1 Easements are hereby declared and granted to and for the benefit of the City of Bloomington and any other party which might provide the services hereinafter described for the purpose of installing, maintaining and replacing utilities directly serving the Condominium including the right to install, lay, maintain, repair and replace water mains and pipes; sewer lines; gas mains; telephone wires and equipment; and electrical conduits, wires and equipment serving the Condominium over, under, along and on any part of the Common Elements. Said easements shall not include easements for utilities serving areas other than the Condominium.

16.2 Easements are hereby declared and granted for the benefit of Declarant, its employees, servants and agents, for ingress and egress over and upon the Common Elements (including the Limited Common Elements) described herein or created out of Additional Real Estate hereinafter included in the Condominium for the purposes of laying foundation for and otherwise constructing Units in the Condominium or on the Additional Real Estate and for the landscaping of the Common Elements and the Limited Common Elements appurtenant to such Units; provided, however, that the easements herein described shall terminate no later than 60 days after completion by the Declarant of the construction of all Units in the Condominium and on the Additional Real Estate and all landscaping of the Common Elements and the Limited Common Elements appurtenant to the Units now or hereafter constructed pursuant to this Declaration.

16.3 Each Unit and its respective Owner(s) shall be subject to and shall have appurtenant thereto a permanent non-exclusive easement in the Common Elements for ingress to and egress from; utility services and support for; and maintenance and repair of the Units and the Common Elements and for similar purposes. Each Owner shall have the non-exclusive right to use the Common Elements (except the Limited Common Elements) in common with all other Owners, as may be required for the purposes of access, ingress to and egress from, use, occupancy and enjoyment of each respective Unit. Such right to use the Common Elements shall extend to each Owner, his agents, servants, tenants, family members, invitees and licensees provided however, that the Association may prohibit an Owner, his agents, servants, tenants, family members, invitees and licensees from using the amenities located on the Common Elements if an Owner fails to pay assessments for Common Expenses when due. Each Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving or otherwise assigned to his Unit unless such Limited Common Element is intended to serve more than one Living Unit in which case the Owner shall have a non-exclusive easement for the use of such Limited Common Element. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and the Condominium Documents.

16.4 The Condominium is benefitted by and, upon the addition of Lots 2, 6, 7 and 8, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota to the Condominium, shall become subject to that certain Declaration of Private Roadway Easement which Declarant executed on December 10, 1990 and which was filed in the Office of the Hennepin County Registrar of Titles on January 30, 1991 as Document No. 2152006. The Common Elements created out of the Additional Real Estate will be subject to the private roadway easement, the rights, duties and obligations of Declarant, and the Association regarding this private roadway easement are set forth in detail in a recorded Declaration of Private Roadway Easement.

16.5 The Condominium is subject to easements in favor of the City of Bloomington for sidewalk and bikeway purposes across portions of Outlots A, C, D, G, H, and I, Sutton Place, Hennepin County, Minnesota, an easement for floodage purposes over and across portions of Lot 8, Block 1 and Outlot F, Sutton Place, Hennepin County, Minnesota; and an easement for emergency vehicle access purposes over Outlot G, Sutton Place, all as set forth in that certain Grant of Easement dated September 16, 1983 and filed in the Office of the Hennepin County Registrar of Titles as Document No. 1540376.

16.6 The Condominium is subject to the covenants and easements set forth in that certain Declaration of Reciprocal Covenants and Easements Relating to Swimming Pools dated January 28, 1991 and filed in the office of the Hennepin County Registrar of Titles on January 30, 1991 as Document No. 2152005 which Declaration grants the owners of units in Sutton Place Two Condominium, Hennepin

County Condominium No. 477 the right to use the swimming pool, and any equipment, accessories or improvements incidental to the use and enjoyment of said swimming pool, located on the portion of the Condominium previously Lot 8, Block 1, Sutton Place, Hennepin County, Minnesota, and grants the owners of units in the Cambridge Condominium the right to use the swimming pool, and any equipment, accessories or improvements incidental to the use and enjoyment of said swimming pool, located on Lot 4, Block 1, Sutton Place which pool is owned by the Sutton Place Condominium Association.

16.7 The Condominium is subject to various easements as set forth in that certain Declaration of Easement dated June 15, 1984 and filed in the office of the Hennepin County Registrar of Titles as Document No. 1583935 to the extent that such easements have not been released of record, abandoned or terminated by operation of law as a result of Declarant's ownership of both burdened and benefitted parcels described therein.

16.8 As described in Section 8.4 and Section 15, Declarant intends to use the portion of the building that has been constructed on the Models Parcel for models of units available for sale in the Condominium and for offices. Declarant intends to have ten (10) models which models will become Units in the Condominium at such time as the Models Parcel is added to the Condominium. Declarant is required to add the Models Parcel to the Condominium as set forth in Section 8.4 of this Declaration. Until such time as the Models Parcel is added to the Condominium, there shall be mutual easements between the Condominium and the Models Parcel for the purposes of:

16.8-1 Ingress and egress between the Models Parcel, the Condominium and public streets;

16.8-2 Utilities;

16.8-3 Support;

16.8-4 Installation, maintenance and repair of all materials, equipment and utilities of any nature;

16.8-5 Landscaping;

16.8-6 Any other purposes not incompatible with the use of the Condominium and the Models Parcel for their intended purpose.

Declarant agrees that it will cooperate in all respects with the Association to maintain the Models Parcel in such a manner that at all times the improvements located on the Models Parcel will be of equal condition as the Condominium and the exterior

appearance of the improvements located on the Models Parcel will, at all times, be identical to the exterior appearance of the Condominium. Declarant shall be responsible for all costs of any nature in connection with the upkeep, repair and replacement of the Models Parcel and any improvements located thereon and agrees at all times to carry property insurance and liability insurance on the Models Parcel similar to that required to be carried by the Association under the terms of this Declaration. Declarant further agrees that in connection with the reconstruction and repair of the Condominium and the improvements located on the Models Parcel, Declarant will abide by a decision of the Association to rebuild or to terminate the Condominium, all as set forth in this Declaration.

16.9 The Association shall have the right, to be exercised by its Board or designee of the Board, to enter each Unit from time to time during reasonable hours and upon reasonable notice, or as may otherwise be necessary during emergencies, for the operation of the Condominium or for making repairs therein or therefrom necessary to repair or prevent damage to any Unit or Common Element.

16.10 All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and binding on the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in said land, or any part or portion thereof.

17. Maintenance.

17.1 Except as set forth below, all maintenance, repairs or replacements for any Unit shall be made by the Owner at such Owner's expense. The Association shall have no obligation to pay the cost of any maintenance, repairs or replacements benefitting an individual Unit or Units unless such maintenance, repairs or replacements are necessary because of a casualty loss that is covered by the Association's property insurance in which case, the Board shall apply the proceeds of such insurance policies to the cost of restoring the individual Unit or Units as set forth in Section 21.7. If the insurance proceeds which the Board or its designated trustee actually receives are insufficient to pay the full cost of such repairs or replacements, the Owner of the affected Unit shall be responsible for the difference between the actual cost of such repairs or replacements and the portion of the cost of such repairs or replacements paid by the Board or its designated trustee out of the proceeds of the Associations' property insurance.

17.2 All maintenance and repairs of any part of the Limited Common Elements, designated for the exclusive use of a particular Unit or Units, shall be made by the Association at the expense of the Owner(s) of such Unit(s).

17.3 All maintenance, repairs and replacements of the Common Elements not designated for the exclusive use of a particular Unit, shall be made by the Association

as a Common Expense, unless necessitated by the negligence, misuse or neglect of an Owner, or an Owner's family member, guest, business invitee or tenant, in which case such expense shall be charged to such Owner.

17.4 Each Owner shall be responsible for any and all damage to any Units or any of the Common Elements caused by the failure of such Owner promptly to perform necessary maintenance and repairs to such Owner's Unit.

17.5 All incidental damage caused to a Unit by work ordered by the Association shall be promptly repaired by the Association. Each Owner shall promptly report to the Association any defect or need for maintenance or repairs as to which the Association would be responsible.

18. Budget.

18.1 The Board appointed by Declarant shall determine and adopt, prior to the conveyance of the first Unit hereunder, an initial budget as set forth in Article V, Section 1, of the Bylaws for the period commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of such calendar year. For all such succeeding calendar years, the Board whether appointed by the Declarant or elected by the Owners, shall determine budgets for all succeeding calendar years under the requirements set forth in Article V, Section 2 of the Bylaws.

19. Required Funds and Reserves.

19.1 At the time the initial sale of each Unit(s) is closed the purchaser of the Unit(s) shall pay to the Association an amount equal to three times the first full monthly assessment for such Unit. The Association shall use and apply this sum for start-up costs and as an operating fund in connection with all initial operating expenses for the Common Elements. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments. Under no circumstances shall Declarant have any obligation to pay the above mentioned sum so long as Declarant is the owner of a Unit and holds such Unit for sale or as a model.

19.2 The Association shall establish, augment and maintain a reasonable reserve for contingencies, replacements and to provide adequate funds to meet the obligations of the Association in the event of an Owner's default in the payment of assessments, which reserves shall be funded out of the annual assessments and shall be segregated and allocated for specific purposes. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portion of the contingency and replacement reserves which remains unallocated. If the estimated cash requirement proves

inadequate for any reason; if a nonrecurring Common Expense is anticipated for any year, or if the Condominium is augmented during a budget year by adding Units to the Condominium under the terms of this Declaration, the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of the year, copies of which supplemental budget shall be furnished to each Owner, and thereafter a separate assessment shall be made to each Owner for such Owner's proportionate share of such supplemental budget. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

19.3 The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection at the office of the Association, if any, by any Owner or any holder of a first mortgage lien on a Unit, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon 10 days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

20. Assessments, Charges and Taxes.

20.1 The Association through the Board shall levy annual assessments for Common Expenses against each Unit in the manner as provided in Article V, Section 3 of the Bylaws and Section 9 of this Declaration. The Board may also adopt and levy special assessments as set forth in Article V, Section 4 of the Bylaws, but such special assessments shall not exceed \$25,000 per year except by a vote or ratification by a majority of the Owners in attendance (personally or by proxy) at a meeting called for such purpose. Each Owner is personally liable for the annual or special assessments levied against such Owner's Unit. All charges for real estate taxes, governmental special assessments, utilities and other expenses as may be separately assessed, metered, or charged against a Unit shall be paid by such Owner.

20.2 Except as provided in Section 27.2, in a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments that the Association levied against the Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, prior to any such conveyance, any such grantee shall be entitled to a statement from the manager or the Board, as the case may be, setting forth the amount of the unpaid assessments against the grantor's Unit due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

In addition, the grantor and the Association shall comply with all the requirements of Minnesota Statutes Section 515A.4-107 regarding the resale of Units.

20.3 No Owner of a Unit may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit; provided however, the Board may assess some Units and not other as set forth in Section 9 hereof.

20.4 Real estate taxes and governmental special assessments shall be separately taxed to each Owner for his Unit and the corresponding percentage of ownership in the Common Elements appurtenant thereto, as provided in the Act. In the event that for any year such taxes are not separately taxed to the Owners, but are taxed on the Condominium as a whole, then each Owner shall pay his proportionate share thereof in accordance with his percentage of ownership in the Common Elements. The Board shall have authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the Owners of their proportionate shares thereof.

20.5 All unpaid sums assessed by the Association for the share of the Common Expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens except only:

20.5-1 liens and encumbrances recorded before the recordation of this Declaration,

20.5-2 any recorded mortgage on the Unit securing a first mortgage holder, and

20.5-3 liens for real estate taxes and other governmental assessments or charges against the Unit.

Such liens may be foreclosed by the manager or Board, acting on behalf of the Owners of the Units, in like manner as a mortgage of real property containing a power of sale or by action except that the period of redemption for all Unit Owners shall be 6 months from the date of sale. In any such foreclosure the Owner shall be required to pay a reasonable rental for the Unit during the redemption period, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board, acting on behalf of the Owners, shall have power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

20.6 The Board shall have the authority to prohibit any Owner from using any amenities on the Common Elements if such Owner has failed to pay his share of Common Expenses when due and such Owner shall not have the right to vote on any Association matters or in any election of the Board if such Owner has failed to pay his share of Common Expenses when due.

20.7 If any regular or special assessment or periodic installment thereof is not paid within 10 days of when due, such payment shall immediately become delinquent and shall begin to accrue interest thereon. Interest shall accrue as of the date of such delinquency at the greater of 8% or the judgment rate of interest as determined by Minnesota Statutes. In addition, the Board shall have the right to charge a late fee as determined from time to time if assessment payments are not made when due. In any foreclosure of a lien or a suit to recover a money judgment for unpaid Common Expenses, the amount due and owing shall include the amount of such unpaid regular or special assessment together with interest and any late charges as described above and together with all costs of collection and all attorneys' fees.

21. Insurance.

21.1 Each Owner shall be responsible for property insurance on the Owner's Unit and the fixtures and the personal property therein and the Owner's personal property stored elsewhere in the Condominium to the extent damage to such real and personal property is not covered by or does not exceed the "deductible" provided for in the property insurance that the Board maintains for the Condominium pursuant to Section 21.2 below, and each owner shall be responsible for liability insurance for the Owner's personal liability to the extent not covered by the liability insurance which the Board maintains for all the Owners as provided in Section 21.2 below.

21.2 The Board shall have the authority to and shall obtain insurance for the Condominium as follows:

21.2-1 A blanket policy of insurance on the Condominium, including the Units and the Common Elements, against loss or damage by fire, and other hazards now or hereafter embraced by standard "all risk" coverage. The policy shall include specific endorsements providing affirmative coverage for loss or damage occasioned by the enforcement of any law regulating construction, repair, demolition or condemnation of any building or structure; vandalism and malicious mischief; and sprinkler leakage, windstorm and water damage. Such insurance shall be for an amount not less than the full insurable replacement cost of the Condominium except that such insurance may be subject to a reasonable "deductible" as determined by the Board; provided, however, that the total amount of insurance after application of such deductible shall not be less than 80% of the full insurable replacement cost

of the Condominium. Such insurance shall also cover the cost of debris removal and demolition and shall contain an inflation endorsement in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies. The full insurable replacement cost of the Condominium, including the Units and the Common Elements, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. The cost of any and all such appraisals shall be a Common Expense.

21.2-2 Insurance on the Condominium (exclusive of the land and excavations, foundations and footings) against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Condominium, without co-insurance clause so long as available, in such amount as the Board shall deem desirable but in no event less than \$150,000 per occurrence.

21.2-3 Comprehensive general public liability insurance on an occurrence basis against claims for bodily injury or death or property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Such public liability insurance to afford protection in aggregate limits as the Board shall deem desirable but in no event for less than \$1,000,000.00 with respect to liability for bodily injury or property damage arising out of a single accident. Such insurance policy shall insure against damage caused to non-owned and hired motor vehicles and damage to the property of others and shall contain a "severability of interest" endorsement and a "contractual liability endorsement" which endorsement shall include coverage for the contractual liability of the Association under Section 30 hereof.

21.2-4 Such workman's compensation insurance as may be necessary to comply with applicable laws.

21.2-5 Employee's liability insurance in such amount as the Board shall deem desirable.

21.2-6 A fidelity bond, which bond shall contain a waiver of defense based on the exclusion of persons who serve without compensation, indemnifying the Association or its management agent or of any other person handling the funds of the Association, the Board or the Owners in an amount of at least equal to 150% of the total annual budget for the Condominium. The provisions of Section 23.6-4 shall apply to such Fidelity Bond.

21.2-7 In the event that the Secretary of Housing and Urban Development or any local governmental body or bodies shall determine from

time to time that the Condominium is situated in a flood plain or is subject to special flooding hazards, flood insurance in such amounts as the Board shall deem desirable but in no event shall such amounts be less than required by the FHA, VA, FNMA or FHLMC.

21.2-8 Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable.

21.3 In addition, the Board shall have authority to and may obtain and maintain in force all additional insurance coverages and endorsements required by the FHA, VA, FNMA or FHLMC or any other similar governmental or private agency which may now or hereafter be involved in the purchasing, insuring or guaranteeing of the mortgages upon Units.

21.4 All policies of insurance described in this Section 21 shall:

21.4-1 name as the loss payee the Board of Directors, as trustee for the Owners in the percentages established in Exhibit C to this Declaration and, as to liability insurance, shall name as a named insured the Association and each Owner and holder of a vendor's interest in a Unit under a contract for deed based on the Owner's undivided interest in the Common Elements;

21.4-2 be without contribution as respects other policies of insurance carried individually by the Owners whether such other insurance covers their respective Units or the additions and improvements made by the Owners to their respective Units;

21.4-3 provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such options shall not be exercisable in the event the Owners elect to sell the Condominium or remove the Condominium from the provisions of the Act;

21.4-4 contain an endorsement to the effect that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least 30 days prior written notice to all insureds, the first mortgage lienholders of each Unit and any insurers or guarantors of such first mortgages;

21.4-5 provide that the coverage thereunder shall not be prejudiced by:

(i) the acts or omissions of any Owners when such act or omission is not within the control of the Association; or

(ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Condominium over which the Association has no control.

21.4-6 contain an endorsement to the effect that the insurer waives its right of subrogation under the policy against any Owner, members of an Owner's household, the Association and the Board.

21.4-7 be issued by insurers of recognized responsibility authorized to do business in the State of Minnesota.

21.5 Policies of insurance of the character described in Section 21.2 hereof may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in 21.2 hereof, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration.

21.6 The Association, for the benefit of the Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in this Section 21 at least 30 days prior to the expiration dates of the respective policies.

21.7 Any loss under any policies of insurance of the character described in Section 21.2 shall be adjusted with the Board and the insurance proceeds for such loss shall be paid to the Board or to any bank or trust company authorized to accept and execute trusts in the State of Minnesota which has been designated by the Board to act as trustee for the Board pursuant to the Act for the purpose of collecting and disbursing insurance proceeds (the "Insurance Trustee"). Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, if any, shall be applied by the Board or the Insurance Trustee to the payment of the cost of restoring the Condominium to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. The proceeds shall be paid by the Board or the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Condominium in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of the proceeds of insurance by the Insurance Trustee.

21.8 Each Owner shall report all additions, alterations or improvements to his Unit promptly in writing to the Board, without prior request from the Board or the managing agent, if any, and reimburse the Board for any additional insurance premiums attributable thereto. An Owner shall be responsible for any deficiency in insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements unless and until the Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for the payment of additional premiums, if any, and upon the failure of a Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including but not limited to, carpeting, special flooring (such as parquet), special wall covering and paneling. The insurance coverage described in 21.2 shall not be deemed to include personal property which is owned by the Owner and not attached to the Unit. Any insurance premiums assessed on a basis reflecting increased charges for coverage on a particular Unit shall be assessed to such Unit.

21.9 An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance, upon request, to any Owner, or holder of an interest as security for an obligation.

21.10 Any and all terms of this Section 21 are subject to Section 515A.3-112 of the Act or any successor statute(s) that deal with condominium insurance. If not specifically stated herein all of the requirements of Section 515A.3-112 of the Act or any successor statutes shall apply and in the case of any conflicts, the requirements of the Act shall govern, except that to the extent this Section 21 imposes greater obligations on the Association than the obligations which the Act imposes, the provisions of the Declaration shall control.

22. Reconstruction and Repair of Condominium.

22.1 Any portion of the Common Elements that are damaged or destroyed shall be promptly repaired or replaced by the Association unless:

22.1-1 The Condominium is terminated pursuant to Section 25 below and the Association votes not to repair or replace all or a part hereof; or

22.1-2 Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

22.1-3 80% of the Owners, including every Owner and first mortgagee of a Unit or assigned Limited Common Element which will not be rebuilt, vote not rebuild.

22.2 The cost of repairs or replacements of the Common Elements in excess of insurance proceeds and reserves shall be a Common Expense.

22.3 If less than the entire Condominium is repaired or replaced:

22.3-1 Insurance proceeds attributable to the damaged Common Element shall be used to restore the damaged Common Element to a condition compatible with the remainder of the Condominium;

22.3-2 The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the holder of an interest as security for an obligation of those Units and to the Owners and the holders of an interest as security for an obligation of the Units to which those Limited Common Elements were assigned and their interests may appear; and

22.3-3 The remainder of the proceeds shall be distributed to all the Owners and holders of a interest as security for an obligation as their interests may appear in proportion to the Common Element interest.

22.4 In the event the Owners vote not to rebuild a Unit, that Unit's entire Common Element interest, votes the Association and Common Expense Liability are automatically reallocated upon the vote, as if the Unit has been condemned as discussed below and the Association shall promptly prepare, execute and record an Amendment to the Declaration reflecting the reallocations. If the Condominium is terminated, insurance proceeds not used for repair or replacement shall be distributed in the same manner as sales Proceeds as discussed below.

23. Decision to Rebuild. If all or a portion of the Condominium is damaged or destroyed and the decision is made to rebuild all or a portion of the Condominium, all construction and repairs shall be substantially in accordance with the original construction plans and specifications. Encroachments upon or in favor of Units which may be created as a result of such reconstruction and repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists provided that such reconstruction was either substantially in accordance with the original plans and specifications or substantially in accordance with the manner in which the Condominium was originally constructed. Such encroachments shall be allowed to continue and exist for so long as the building stands. The Insurance Trustee appointed as per Section 21.8 above may rely upon the Certificate of the Board stating whether the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee shall

deliver such Certificate as soon as is practical. All repairs, reconstruction or replacement required by the Board shall be completed at the direction of the Board as soon as is practical and according to the terms of this Declaration. Immediately after the casualty causing damage to the property for which the Board has the responsibility of repair, reconstruction and replacement, the Board shall obtain reliable and detailed estimates of the cost to restore the damaged property to its prior condition. Such cost may include professional fees and bond premiums as the Board may determine. Each Owner shall be deemed to have delegated to the Board the right to adjust with insurance companies all losses under policies obtained by the Board.

24. Waiver of Claims. The Association shall make no claim against any Owner or family member or tenant of an Owner and no Owner or family member or tenant of an Owner shall make a claim against the Association, the Board, the Managing Agent or another Owner or family member or tenant of another Owner, for any loss or damage to the Common Elements, the Units or any personal property, even if caused by the act or neglect of the Association, or an Owner or a family member or tenant of an Owner if such loss is due to a peril insured against to the extent there are insurance proceeds available to compensate for such loss or damage, all such claims being hereby waived and released.

25. Termination. The Condominium may be terminated only by agreement of Owners of Units to which at least 80% of the votes in the Association are allocated, and agreement of at least 80% of the first mortgagees of the Units (each mortgagee having one vote per Unit financed), except for a termination of the Condominium in the event of a taking of all of the Units by eminent domain (or conveyances under threat of eminent domain). All procedures, appraisals and disposition of proceeds following any termination of the Condominium shall be governed by the applicable provisions of the Act.

26. Eminent Domain. In the event of a taking of all the Units by eminent domain (or conveyances under threat of eminent domain), the Condominium shall be terminated with all procedures, appraisals and disposition of proceeds to be governed by the provisions of the Act which are applicable to termination. A taking by eminent domain of less than all of the Units shall be governed by the applicable provisions of the Act, including the provisions applicable to termination in the event such taking precipitates the requisite agreement by Owners and first mortgagees.

27. Rights of First Mortgagees and Insurers and Guarantors of First Mortgages.

27.1 Each Owner shall have the right, subject to the provisions herein, to separately mortgage or encumber the Owner's Unit(s). Except as otherwise provided herein, no Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Condominium or any part thereof.

27.2 Where the mortgagee of a first mortgage of record obtains title to a Unit as a result of foreclosure of such first mortgage or accepts a deed in lieu of foreclosure of such first mortgage, such mortgagee, its successors and assigns, shall not be liable for the installments of any annual or special assessments chargeable to such Unit which became due prior to the expiration of the applicable statutory redemption period, in the case of an acquisition through foreclosure, or prior to the mortgagee's acceptance of a deed, in the case of an acquisition through a deed in lieu of foreclosure. This provision shall not apply to contract for deed vendors. Such unpaid installments of annual or special assessments shall be deemed to be Common Expenses collectible from all of the Units including the Unit(s) held by such acquirer, his successors and assigns.

27.3 Notwithstanding any language to the contrary in the Condominium Documents, the following provisions shall take precedence over all the provisions of the Condominium Documents if any prospective Owner applies for financing, insured or guaranteed, by the FHA or the VA or if a mortgage is held by either the FNMA or the FHLMC and in the event of any inconsistency or contradictions between other language in this Declaration and any requirements of the FHA, VA, FNMA, or FHLMC the following provisions shall control:

27.3-1 If the Condominium is a VA, FHA or FNMA qualified project, the inclusion of Additional Real Estate must be approved, in writing, by the appropriate agency.

27.3-2 The following actions will require notice to all institutional holders of first mortgage liens and any insurers or guarantors of such first mortgages:

- (i) abandonment or termination of the Association;
- (ii) material amendment to the Declaration, Bylaws or Articles of Incorporation; and
- (iii) termination by the Association of professional management, if any, and assumption of self-management by the Association.
- (iv) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgagor's, insurer's or guarantor's first mortgage;
- (v) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association; and

(vi) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

27.3-3 Upon the written request of any first mortgagee of a Unit or an insurer or guarantor of such first mortgage, the Association shall furnish to such party a written notice of any default by the Owner of such Unit in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules and regulations which default is not cured within 60 days. SEE § 27.2

27.3-4 Unless at least 67% of the first mortgagees or a greater percentage if such greater percentage is required elsewhere in the Condominium Documents (based upon one vote for each Unit mortgaged) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any portion thereof or interest therein; (the granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause).

(ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Owner by the Association.

(iii) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design of the exterior appearance of the Units or maintenance of the Units.

(iv) Fail to maintain fire and extended coverage insurance on insurable property comprising a part of the Common Elements on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs).

(v) Use hazard insurance proceeds for losses to any improvements comprising a part of the Common Elements for other than the repair, replacement or reconstruction of such improvements.

27.3-5 Each first mortgagee of a Unit or an insurer or guarantor of such first mortgagee shall have the right to examine the Condominium Documents, and the books, records and financial statements of the Association

during normal business hours. Such parties may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements or any portion thereof, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and parties making such payments shall be owed immediate reimbursement therefor from the Association. The Association shall have the authority to enter into an agreement reflecting the provisions of this Section 27.3 in such form as may reasonably be required by such parties, and in the absence of any such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Association and binding upon it in favor of such mortgagees.

27.3-6 Institutional holders of first mortgages and insurers or guarantors of such first mortgages shall, in addition, upon written request have the right to

(i) receive an audited annual financial statement of the Association within 90 days following the end of any fiscal year of the Association; and

(ii) receive written notice of all meetings of the Association and to designate a representative to attend all such meetings.

See Section 27.3-2.

27.3-7 No provision of this Declaration or the other Condominium Documents, or any similar instrument pertaining to the Condominium or the Units shall be deemed to give an Owner or any other party priority over any rights of bona fide first mortgagees of Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements or any portion thereof or interest therein.

27.3-8 There shall be included in each annual assessment levied by the Association an amount sufficient to establish an adequate reserve fund for the replacement of the improvements comprising a part of the Common Elements.

28. Amendment. Prior to the first conveyance of a Unit to an Owner other than Declarant, this Declaration and the Bylaws may be amended by an instrument executed by Declarant and recorded. Thereafter, this Declaration and the Bylaws may be amended only in accordance with the applicable provisions of the Act, provided, however during the period of Declarant control, as set forth in Section 11 above, Declarant reserves the right without the consent of the owners or holders of first mortgages to amend this document to correct

typographical errors or make changes required by a Lender, FHA or VA so long as such changes do not materially adversely affect the rights, duties and obligations of an Owner of a Unit. Notwithstanding the above, during the period of Declarant Control any amendment to this Declaration shall require the written consent of the VA. When a vote is required for an amendment, such amendment shall be adopted only by the affirmative vote or agreement of Unit Owners to which at least 67% of the votes in the Association are allocated, and at least 67% of the holders of first mortgages upon the Units (each mortgagee having one vote per Unit financed), provided however Section 27 of this Declaration may be amended only with the written consent of all first mortgagees of Units. A power coupled with an interest is hereby granted to Declarant acting by or through its duly authorized officers, its successors, or its designee, as attorney-in-fact, to amend this Declaration as may be required in order to induce any governmental authority having jurisdiction to make, buy, sell, or insure first mortgages by Owners or to comply with the Act. Each deed, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to said attorney-in-fact, and acknowledgement of and consent to such power, and shall be deemed to reserve to said attorney-in-fact the power to amend this Declaration, as described above. Any such amendment shall not affect or impair any warranties made by a first mortgagee of a Unit to any governmental agency to purchase or insure the first mortgage on a Unit.

29. Compliance with Provisions. The Association and each Owner or tenant shall comply strictly with the provisions of the Condominium Documents as the same may be amended from time to time. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, such suit to be maintained by the Board, or in a proper case, by an aggrieved Owner. The defaulting party shall be liable for costs and attorneys' fees incurred in such suit by the complaining party.

30. Indemnifications. Each Board member, officer or committee member of the Association shall be indemnified by the Association against the actual amount of loss, including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Board member, officer or committee member of the Association, except as to matters as to which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. The Association shall, as provided for in Section 21.3-3, carry sufficient insurance to fund this obligation to indemnify.

31. General Provisions.

31.1 Notices.

31.1-1 Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against a Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to a Owner.

31.1-2 Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Owner, as the case may be, or at such other address as herein provided. Any Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board of Association. Notices addressed as above shall be effective upon hand delivery or upon mailing properly addressed with postage prepaid and deposited in the United States mail.

31.1-3 Notices required to be given to any devisee, heir or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

31.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium community.

31.3 Number, Gender. In construing the Condominium Documents, the singular shall be taken to include the plural, and masculine to denote the feminine wherever appropriate.

31.4 Covenants Running With the Land. All covenants described herein are covenants running with the land, and so long as the Condominium is subject to the provisions of the Declaration, shall remain in full force and effect.

31.5 Conflicts. In the event of any conflict between this Declaration and one or more of the other Condominium Documents, the terms of this Declaration shall control.

31.6 Severability. If any provision of the Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

31.7 Failure to Enforce a Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

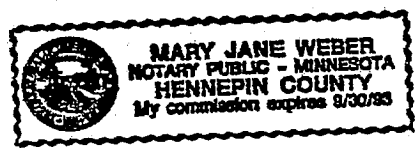
10TH IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this day of DECEMBER, 1990.

CENTEX REAL ESTATE CORPORATION

By *John A. Boyer*
Its PRESIDENT

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss)

The foregoing instrument was acknowledged before me this 10TH day of DECEMBER, 1990, by Thomas M. Boyce on behalf of the corporation.



Mary Jane Weber
Notary Public

Drafted by:
BRIGGS AND MORGAN, P.A.
2200 First National Bank Building
St. Paul, Minnesota 55101
(612) 291-1215

EXHIBIT A

TO DECLARATION
HENNEPIN COUNTY CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

Lot 8, Block 1, Sutton Place and Lot 11, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota according to the recorded plats thereof and that part of Lot 3, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota according to the recorded plat thereof lying easterly and northerly of the following described line and its northerly and southerly extensions:

Commencing at the southeast corner of said Lot 3; thence on an assumed bearing of South 83 degrees 40 minutes 20 seconds West along the south line of said Lot 3 a distance of 47.69 feet to the point of beginning of the line to be described; thence North 13 degrees 45 minutes 03 seconds West a distance of 91.78 feet; thence South 76 degrees 14 minutes 57 seconds West a distance of 29.46 feet; thence North 12 degrees 00 minutes 00 seconds West a distance of 9.72 feet; thence South 78 degrees 00 minutes 04 seconds West a distance of 30.00 feet; thence North 12 degrees 00 minutes 00 seconds West a distance of 54.00 feet to the northerly line of said Lot 3 and there terminating.

SAME
AS CONDO
PLAT
NOTES

PART
TRISE #1
757631

EXHIBIT B
TO DECLARATION
HENNEPIN COUNTY CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

Lots 1, 2, 4, 5, 6, 7, 8, 9 and 10, Block 1, Sutton Place 2nd Addition, Hennepin County Minnesota according to the recorded plat thereof;

and

All of Lot 3, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota except that part lying easterly and northerly of the following described line and its northerly and southerly extension:

Commencing at the southeast corner of said Lot 3; thence on an assumed bearing of South 83 degrees 40 minutes 20 seconds West along the south line of said Lot 3 a distance of 47.69 feet to the point of beginning of the line to be described; thence North 13 degrees 45 minutes 03 seconds West a distance of 91.78 feet; thence South 76 degrees 14 minutes 57 seconds West a distance of 29.46 feet; thence North 12 degrees 00 minutes 00 seconds West a distance of 9.72 feet; thence South 78 degrees 00 minutes 04 seconds West a distance of 30.00 feet; thence North 12 degrees 00 minutes 00 seconds West a distance of 54.00 feet to the northerly line of said Lot 3 and there terminating.

(the "Models Parcel").

BALANCE
MERGE #1

EXHIBIT C

TO DECLARATION
HENNEPIN COUNTY CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

LIVING UNIT NUMBER	LIVING UNIT SQUARE FOOTAGE	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
1	1039	3.54%
2	1039	3.54%
3	1401	4.78%
4	1401	4.78%
5	1089	3.72%
6	1089	3.72%
65	1039	3.54%
66	1039	3.54%
67	1401	4.78%
68	1401	4.78%
69	1089	3.72%
70	1089	3.72%
71	995	3.40%
72	995	3.40%
73	944	3.22%
74	944	3.22%
75	1089	3.72%
76	1089	3.72%
77	1401	4.78%
78	1401	4.78%
79	1039	3.54%
80	1039	3.54%

Total Living Unit Square Footage:

25,052

Total Percentage Ownership of Common Elements:

85.48%

GARAGE UNIT NUMBER	GARAGE UNIT SQUARE FOOTAGE	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
--------------------	----------------------------	---

BAL
LIST
CF

G1	193	0.66%
G2	193	0.66%
G3	193	0.66%
G4	193	0.66%
G5	193	0.66%
G6	193	0.66%

BAL
2ND
CF

G65	193	0.66%
G66	193	0.66%
G67	193	0.66%
G68	193	0.66%

BAL
3RD
CF

G69	193	0.66%
G70	193	0.66%
G71	193	0.66%
G72	193	0.66%

BAL
4TH
CF

G73	193	0.66%
G74	193	0.66%
G75	193	0.66%
G76	193	0.66%

BAL
5TH
CF

G77	193	0.66%
G78	193	0.66%
G79	193	0.66%
G80	193	0.66%

BAL
6TH
CF

BAL
7TH
CF

BAL
8TH
CF

Total Garage Unit Square Footage:	4246	Total Percentage Ownership of Common Elements:	14.52%
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Total Square Footage of All Units:	29,298	Total Percentage Ownership of Common Elements:	100%
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This percentage allocates to each Unit an undivided interest in the Common Elements, a portion of the votes in the Association, and a percentage of the Common Expenses of the Association. The total undivided interest allocated to each Owner shall be the sum of the interests allocated to each Unit owned by such Owner whether a Living Unit or a Garage Unit.

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(2)

REGISTERED VOL 8544 PAGE 25763

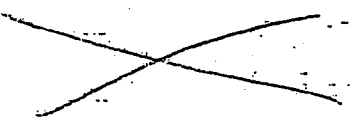
757631

OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON 19D

FEB - 1 1991

BY *A. Brown Carlson*
REGISTRAR OF TITLES
DEPUTY *dam*

DECH 1 SB
PLAT 10150
10150



State of Minnesota

885

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Cambridge Condominium Association

Corporate Charter Number: 1F-427

Chapter Formed Under: 317A

This certificate has been issued on 11/05/1990.



Joan Anderson Grove
Secretary of State

1F-427

686

ARTICLES OF INCORPORATION

OF

CAMBRIDGE CONDOMINIUM ASSOCIATION

These Articles of Incorporation are signed and acknowledged by the undersigned incorporator for the purpose of forming a non-profit corporation under Minnesota Statutes, Chapter 317A, as follows:

ARTICLE I

The name of the corporation is Cambridge Condominium Association (hereinafter called "the Association").

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to Minnesota Statutes Chapter 515A (the Uniform Condominium Act) to operate, manage, maintain and care for Cambridge Condominium, a condominium located in Hennepin County, Minnesota.

ARTICLE III

The Association shall not afford pecuniary gain incidentally or otherwise to its members.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name of the Association's registered agent shall be C.T. Corporation and the location of the Association's registered office shall be 1032 Midland Bank Building, Minneapolis, Minnesota 55401.

ARTICLE VI

The name and address of the incorporator of the Association is:

3
✓

513727

Thomas L. Bray
Briggs and Morgan, P.A.
2200 First National Bank Building
Saint Paul, Minnesota 55101
Phone: (612) 291-1215

687

ARTICLE VII

The number of directors constituting the first Board of Directors shall be three. The names and addresses of such directors are:

Thomas M. Boyce
5929 Baker Road
Suite 470
Minnetonka, Minnesota 55345

Kevin M. Clark
5929 Baker Road
Suite 470
Minnetonka, Minnesota 55345

Connie McGuire
5929 Baker Road
Suite 470
Minnetonka, Minnesota 55345

The first Board of Directors shall hold office until the First Annual Meeting of the Association.

ARTICLE VIII

Members of the Association shall have no personal liability for corporate obligations.

ARTICLE IX

The Association shall have no capital stock but shall have members. Members of the Association shall consist of such persons or entities as may be admitted pursuant to the Bylaws of the Association.

ARTICLE X

No part of the net earnings of the Association shall inure to the benefit of any member, director or officer of the Association or any private individual, except that reasonable compensation may be paid for services rendered to or for the Association in the

performance of its association purposes. In general, the affairs of the Association shall be conducted in conformity with public policy applicable to non-profit corporations.

ARTICLE XI

The power to amend or repeal Bylaws is hereby reserved to the members of the Association. The procedures for amending or repealing the Bylaws are as set forth in the Bylaws.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set his hand this 2nd day of November, 19 90

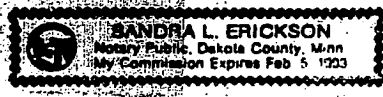
By Thomas L. Bray
(Name)

STATE OF MINNESOTA)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of November, 19 90 by Thomas L. Bray

Bandra L. Erickson
Notary Public

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
NOV 05 1990



Jean Anderson Howe
Secretary of State

Addendum to Cost Share Grant Application 2024

Location of Cambridge Condominium storm water pond (near Oregon Avenue & Oregon Circle, Bloomington, MN 55438)



Closeup of storm water pond area

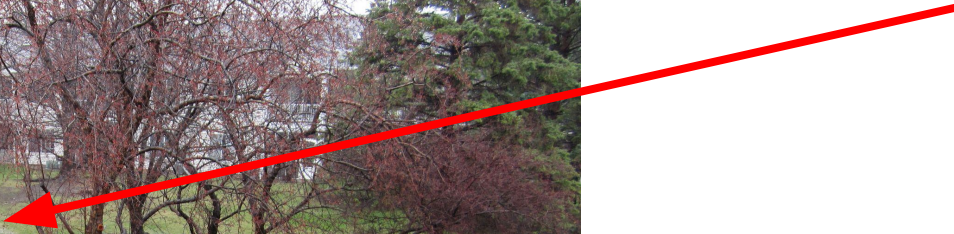


Photographs of Water Runoff After Rainstorm

Water running downhill toward rocked French drain



Location for rain garden #1



Water emptying out of French drain
on other side of sidewalk



More Photographs of Water Runoff After Rainstorm - 2

Continued runoff from French drain



Rain garden location #2

Water & mud



More Photos of Water Runoff - 3

Water continues to pond



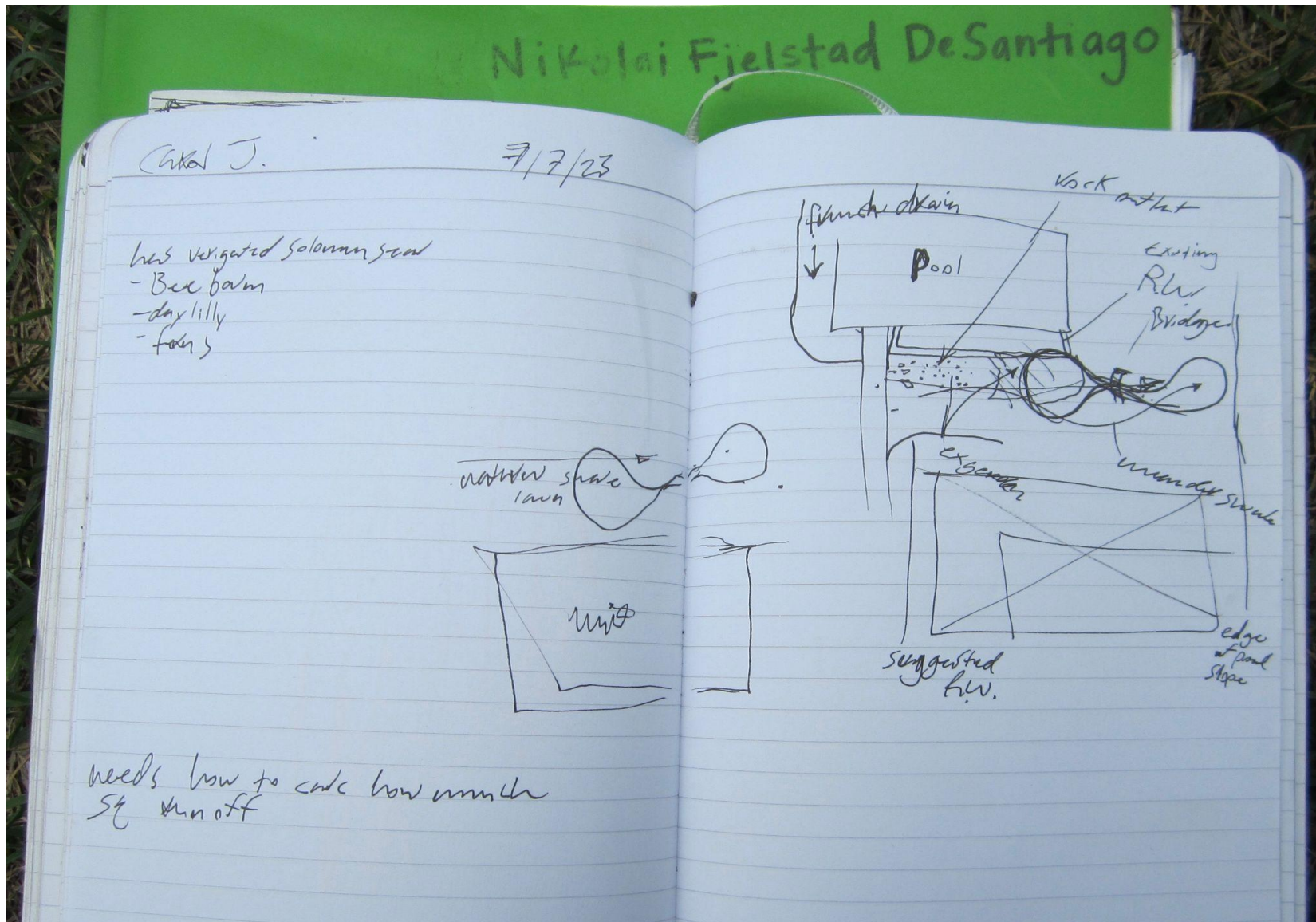
Location of berm and rain garden #3



Water cuts into side of hill
as it flows down into pond



Rough sketch of rain garden locations by Metro Blooms landscape designer Nikolai Fjelstad on July 7, 2023.





LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 7. C. – Study Area #3

Prepared By

Linda Loomis, Administrator

Summary

The sale of the property has essentially been completed. On June 10, 2024, funds were wired transferred to the property owners. The amount of the wire transfer was \$45,625.58. The amount authorized by the Board of Managers of \$50,000 was reduced by the amount of unpaid real estate taxes.

The LMRWD received a deed for the property which will be filed with Hennepin County.

The LMRWD is working with the City of Eden Prairie to subdivide and rezone the property. The City of Eden Prairie is working on the WCA permit application. 106 Group is conducting field investigations at the site as requested by the US Army Corps of Engineers.

The LMRWD is working with David Drown to finance this project and the Vernon Avenue Project. It may be possible to only do one financing project for both projects.

There may be additional information to report and actions that may need to be taken by the Board at the meeting.

Attachments

No attachments

Recommended Action

No actions recommended



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 8. A. – Minnesota River Boat Tour

Prepared By

Linda Loomis, Administrator

Summary

There has been no word from barge operators that they can provide a barge for the LMRWD Minnesota River Tour. Padelford Riverboats was contacted.

They have suggested that we use the Anson Northrup, which has a capacity of 250 people. The first dates available for the Anson Northrup is September 3rd, 5th, 10th, and 12th. I will check to see if another boat will be available sooner. The level of the Minnesota River may impact a tour. Navigation is closed when the level of the River reaches 702 feet in Savage. Right now, the River is expected to crest later this week at just above 704 feet. River elevations are typically lower later in the season.

The largest group that has attended a Minnesota River Tour is between 150 to 200 people. We have updated the invitation list. You can download the list using the link below.

Attachments

Private Charter Information 2024

How Charters Work – Policies and Procedures

[Updated invitation list](#)

Recommended Action

Provide direction to staff

PRIVATE CHARTERS

With a Private Charter, you have exclusive use of the riverboat. A two-hour minimum is required, and each charter is allotted an additional 30 minutes prior to departure for boarding and 20 minutes following the cruise for disembarking and removal of any party equipment.

Complete catering is available and must be purchased through Padelford Riverboats. Full bar service is provided.

A non-refundable deposit of \$1000.00 is due 5 days after receipt of your contract. **The total balance for all passenger fare, food, beverages, etc. is due 10 days prior to your charter.** Any remaining balance (additional food or bar) must be paid in full by the end of the cruise before disembarking. Please be prepared to pay any final balance with cash or credit card.

MINIMUM CHARTER REQUIREMENTS

Sales tax, port fee, fuel charge, food & bar choice and hourly boat rental are applied towards the minimum requirement.

JONATHAN PADELORD

\$3500 minimum (hourly rental: \$750)

Standard dining layout – 80

Maximum standing capacity – 140

BETSEY NORTHRUP

\$5000 minimum (hourly rental: \$750)

Standard dining layout – 160

Maximum standing capacity – 250

ANSON NORTHRUP

\$5000 minimum (hourly rental: \$750)

Standard dining layout – 176

Maximum standing capacity – 250

ANSON & BETSEY NORTHRUP

\$7000 minimum (hourly rental: \$1500)

Standard dining layout – 336

Maximum standing capacity – 500

Pricing and schedule subject to change.

HOW IT WORKS: Policies & Procedures

FIRST STEPS:

1. Determine which boat, date and time frame (minimum of 2 hours) of your private charter.
As an example: The Anson Northrup, June 1st, 2024 Boarding at 6:30pm Cruise: 7-9:30pm
2. Once we have the details for your Charter Reservation we will send a contract & put the boat on hold for 5 days. **By the 5th day we require the signed contract and a \$1,000.00 non-refundable deposit.**
 - **If you do not return the contract and deposit by the end of the 5-day hold the boat is released and is available to Charter by other parties.**
3. If you would like to tour our boats, we can schedule a tour during our regular business office hours.

NEXT STEPS:

1. THE INITIAL FOOD ORDER 30 DAYS before your cruise.

*The Initial food order is all about your Menu selections with an estimate of your guest count. These choices can be adjusted up to 10 days before your event.

2. "THE FINAL" 10 DAYS before your event.

Your final payment, final food order and final guest count are due 10 days before your event. NO CHANGES can be made after this date.

THE DETAILS:

1. Set-up & Decorations:

- Padelford Riverboats allows the client 1-hour before boarding for set-up with a MAXIMUM of 5 people to help. The client must provide and set-up their own decor. If additional time is required for set-up the client would need to rent the boat for an additional hour, subject to availability.
- We do not allow: Candy, Candles, Glitter, Confetti or Silly String.
- We do not allow Scotch tape, Packing tape, or duct tape. We recommend Painter's Tape, Magnets, 3M Command products.
- All decor must be removed by the client from the boat directly after the cruise.
- Padelford Riverboats is not responsible for lost or stolen items, or anything left on board after the cruise.

2. Vendors and Entertainment:

- Padelford Riverboats does not provide entertainment vendors. The client can hire outside entertainment (eg. Band, Dj, Photobooth, Casino) If you hire vendors, we will need you to contact your Event Manager to schedule a site visit and/or set-up time. Site visits must be during our regular office hours.

3. Boarding Passes:

- The U.S. Coast Guard requires all passengers to have a Boarding Pass to get on board. Your designated contact person is responsible for handing out boarding passes. Guests may not board the boat or come onto the dock until your scheduled boarding time.
- Padelford Riverboats will provide boarding tokens and a check-in table (if needed) on shore.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 9. A. – BWSR Notice of LMRWD Petition for Boundary Change

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD has received the attached notice from BWSR that the LMRWD the petition for change of boundary at the Minneapolis/St. Paul Airport has been released for public comment.

Attachments

Notice from BWSR dated June 7, 2024

Recommended Action

No action recommended – for information only

Date: June 7, 2024

To: Linda Loomis, Lower Minnesota River Watershed District Administrator
James Whisker, Minnehaha Creek Watershed District Administrator
Brian Ryks, Metropolitan Airports Commission
Daniel Rogan, Hennepin County Auditor
David Hough, Hennepin County Administrator

From: Marcey Westrick, Central Region Manager

RE: Lower Minnesota River Watershed District Petition for Boundary Change

On April 24, 2024, the Minnesota Board of Water and Soil Resources (Board) received a petition for boundary change between the Lower Minnesota River Watershed District (LMRWD) and the Minnehaha Creek Watershed District (MCWD) pursuant to Minnesota Statutes §103B.215. The petition included:

1. April 23, 2024 LMRWD Petition for boundary change.
2. January 16, 2024 MCWD memo to LMRWD and associated MCWD Resolution 24-005 stating concurrence with the boundary change.
3. December 7, 2023 MAC memo concurring with the boundary change.

The Board has reviewed the petition for conformance with State law and rule and has determined that the submitted petition is valid. The Board is noticing the boundary change request pursuant to Minnesota Statutes §103B.215. The legal notice of filing will be published in the Star Tribune on June 12 and June 19, 2024.

The proposed boundary change encompasses 6 parcels totaling approximately 579 acres of land within the jurisdictional borders of the Metropolitan Airports Commission (MAC) due to storm sewer updates which changed the drainage boundaries between the Lower Minnesota River Watershed District and Minnehaha Creek Watershed District.

The Board invites written comments on the petition for boundary change. All comments received will be considered before a decision is made to change the boundary. Any person who objects to the petition may submit a written request for hearing to the Board. If no written requests for a hearing are submitted within 20 days of the last publication of this notice of filing, the Board will consider all of the comments and information received pertaining to the petition and make a decision on the boundary change without conducting a public hearing.

Any written comments or a written request for a hearing may be submitted to the Board, on or before July 15, 2024

Please contact me at 612-298-4419 if you have any questions.

Enclosures (to all listed)

c: BWSR: Jennifer Dillum



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 9. B. – Lower MN River East One Watershed One Plan

Prepared By

Linda Loomis, Administrator

Summary

On May 30, 2024, the Lower Minnesota River East One Watershed One Plan Policy Committee held its public hearing for the Plan. Eric Evenson, from the Izaak Walton League was the only member of the public that spoke at the hearing. There was not a quorum of the Policy Committee in attendance, so the committee plans to meet June 20, to approve submission of the plan to BWSR.

The Steering Committee met June 12, 2024, and began developing a work plan to be implemented once the plan is approved by BWSR and adopted by all the members of the joint powers organization.

Attachments

No attachments

Recommended Action

No recommendation



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 9. C. – 2024 Legislative Activities Update

Prepared By

Linda Loomis, Administrator

Summary

The 2024 legislative ended, and Lisa Frenette has provided an update. Friends of the Minnesota Valley received \$50,000 for its River Watch Program.

A summary of issues the LMRWD asked Ms. Frenette to follow is attached.

Attachments

Legislative activities update

Recommended Action

No action recommended - for information only

Environment and Natural Resources Policy Provisions - SF 2904 Chapter 90

Article 2: Native Rough Fish

A number of changes have been made to rough fish in the provision on the recommendations of the DNR after the definition of rough fish was changed to native rough fish. This also included removing carp from the definition and defining the list of native rough fish.

This year a number of changes were made to accommodate the changes made last year including:

- *Requires the DNR to ensure there are no adverse impacts when making brood stock available.
- *Allows the DNR to deny an aquatic farm license in a water containing native rough fish.
- *Requires an aquarium facility to provide a receipt with certain information when transferring.
- *Prohibits live native rough fish and their eggs to be taken from public waters. (current game fish law.)
- *Modified the harpooning of rough fish to accommodate the new definition.

A more extensive summary of new laws on native rough fish can be found [here](#)

Article 3: Board of Water and Soil Resources

A number of provision governing watershed districts were adopted this year. They include:

Recommendations for updating the Minnesota Public Drainage Manual to a list of recommendations that BWSR is working with the Drainage Workgroup on.

Modifies the threshold for watershed district boundary petitions to be at least 50% of the resident owners in the watershed district

Allows a majority of the watershed district managers to file a petition to withdraw from the territory and that a notice must be sent by mail from BWSR on a hearing on a watershed district boundary change.

A petition to increase the number of watershed district board managers must be adopted by resolution by a majority of the managers.

Removes a requirement that a watershed district's secretary mail a notice of a meeting to each of its members at least eight days before the meeting and states that all meetings are subject to the open meeting law.

Federally recognized tribes should be included as part of the watershed advisory board.

Changes have been made to the Watershed Management Plan currently in law which includes placing responsibility directly on the watershed district and removing BWSR's responsibility.

I recommend consulting with the Board's attorney on any and all watershed district changes that have been implemented in this year's legislation.

Omnibus Environment Finance bill - HF 3911

[Chapter 119](#)

Continuous Fishing Season for Certain Fish

For sunfish, white crappie, black crappie, yellow perch, channel catfish, rock bass, white bass, yellow bass, burbot, cisco (tullibee), lake whitefish, common carp, and native rough fish, the open season is continuous.

Road Salt Study

Requires the PCA to compile an annual report until 2030 on the state's purchase of deicing salt. This does not include salt used by the Department of Transportation for road management.

Invasive Carp Management

\$1,720,000 the first year is to prevent and manage invasive carp. This includes activities related to the Mississippi River Locks and Dams and stakeholder engagement. Up to \$325,000 may be used for a grant to the Board of Regents of the University of Minnesota to study the Mississippi River Lock Dam 5 plan to optimize management to reduce invasive carp.

Lessard Sams Outdoor Heritage Fund - HF4124

[Chapter 106](#)

Friends of the Minnesota Valley river watch program

The program will receive \$50 thousand for the second year of the program. Friends of the Minnesota Valley must provide a report to the commissioner and to the chairs and ranking minority members of the legislative committees and divisions with jurisdiction over environment and natural resources finance and policy and the clean water fund on the outcomes achieved with the money received under this appropriation.

Protecting Upper Mississippi River from Invasive Carp

\$12,000,000 the second year is to the commissioner of natural resources to fund activities to protect the Upper Mississippi River from invasive carp. Primary activities within this appropriation to include agreements with federal partners, such as the U.S. Fish & Wildlife Service, to complete a site-specific evaluation of deterrent effectiveness and feasibility and to design, construct, and begin the operation and maintenance of a structural deterrent for invasive carp at Lock and Dam No. 5 on the Mississippi River to protect Minnesota's aquatic habitat through an adaptive management approach. Funds may be used to supplement invasive carp tagging, tracking, netting, and commercial capture activities as well as testing technologies to support the future effectiveness of a deterrent within the Mississippi River. A detailed

accomplishment plan must be submitted to and approved by the Lessard-Sams Outdoor Heritage Council prior to release of funds. This appropriation is available until June 30, 2029.

Other Initiatives Supported by the Lower Minnesota River Watershed District

Support Water Storage Initiatives

No language was discussed this year to include support for MN River hydrology studies that identify and prioritize areas that provide the most beneficial and cost-effective implementation for storage; BWSR received \$17 million in 2023 to work in collaboration with constituencies to implement storage upstream.

There was no bonding bill this year due to the nature of the end of session so Carver and Shakopee did not receive any funding for their bonding requests.