



Please note the meeting will be held in person at the Carver County Government Center on the Wednesday, November 6, 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, November 6, 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.
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 October 9, 2024, Regular Meetings</p> <p>B. Receive and file October 2024 Financial report</p> <p>C. Presentation of Invoices for payment</p> <ul style="list-style-type: none"> <li>i. Clifton Larson Allen (CLA) – Financial services through October 2024</li> <li>ii. TimeSavers Off Site Secretarial – Preparation of, 2024, meeting minutes</li> <li>iii. Rinke Noonan, Attorneys at Law –2024 legal services for permit fee development, Area #3 and general services</li> <li>iv. Daniel Hron – November 2024 office rent</li> <li>v. US Bank Equipment Finance – November 2024 copier lease payment</li> <li>vi. Young Environmental Consulting Group, LLC – October 2024 technical, and Education &amp; Outreach services</li> </ul>

	<ul style="list-style-type: none"> <li>vii. Naiad Consulting, LLC – October 2024 administrative services, mileage &amp; expenses</li> <li>viii. 106 Group - Archeological survey work for Area #3 (#3193-3036-1)</li> <li>ix. 106 Group - Archeological Field work for Area #3 (#3193-2883-12)</li> <li>x. Barr Engineering, Company – design development for Area #3 through September 30, 2024</li> <li>xi. Bolton &amp; Menk, Inc. – Engineering services related to Vernon Avenue</li> <li>xii. HDR – website maintenance and updates through September 28, 2024</li> <li>xiii. Dakota County SWCD – Q3 2024 monitoring, TACS and education services</li> <li>xiv. Scott County SWCD – Q3 2024 monitoring, TACS and SCWEP services</li> <li>xv. 4M Fund – August 2024 fund service charges</li> <li>D. Report from the Citizen Advisory Committee</li> <li>E. LMRWD Personnel Committee agenda and minutes <ul style="list-style-type: none"> <li>o Personnel Committee – October 3, 2024</li> </ul> </li> <li>F. Waiver of thirty (30) days written notice of proposed change to LMRWD By-laws</li> <li>G. Update to LMRWD By-laws</li> <li>H. Authorize execution of Addendum to Recording Secretary Agreement</li> <li>I. Authorize execution of Richard T. Anderson Cost Share Agreement</li> <li>J. Authorize execution of Cooperative agreement with Coalition for a Clean Minnesota River</li> <li>K. Final Reimbursement for Willow Creek Cost Share Project with City of Burnsville</li> <li>L. Authorize execution of Spring Creek Construction Documents</li> </ul>
6. Permits	<ul style="list-style-type: none"> <li>A. LMRWD Permit Renewals</li> <li>B. Minnesota River Greenway Trail – Kennaley’s Creek Permit Amendment</li> <li>C. Permit Fee Schedule update</li> </ul>
7. Action Items	<ul style="list-style-type: none"> <li>A. 2025 LMRWD Work Plans</li> <li>B. Award bid for Vernon Avenue</li> <li>C. 2025 Legislative Agenda</li> <li>D. Set 2025 meeting calendar</li> <li>E. Sponsorship of Soil Health Event</li> </ul>
8. Board Discussion Items	<ul style="list-style-type: none"> <li>A. MN Watersheds Membership</li> </ul>
9. Information Only	<ul style="list-style-type: none"> <li>A. Update on addition of a Manager to the Board</li> <li>B. Study Area #3</li> <li>C. State of the Minnesota River Listening Session</li> <li>D. LMRWD Permit Program Summary</li> </ul>
10. Communications	<ul style="list-style-type: none"> <li>B. Administrator Report</li> <li>C. President</li> <li>D. Managers</li> <li>E. Committees</li> <li>F. Legal Counsel</li> <li>F. Engineer</li> </ul>

11. Adjourn	Next meeting of the LMRWD Board of Managers is Wednesday, November 6, 2024. (Please note change from the third Wednesday)
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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.*

- LMRWD Citizen Advisory Committee meeting – Tuesday November 12, 2024, 4:30 pm, virtual on Webex
- UMWA (Upper Mississippi Waterway Association) – Thursday, November 21, 2024, contact Administrator Loomis for more details
- [MN Watershed Annual Conference](#) – December 4 through December 6, 2024, Grandview Lodge, 23521 Nokomis Avenue, Nisswa, MN
- River Resource Forum – Tuesday, December 10, 2024 12:30 pm to 4:30 pm and Wednesday, December 11, 2024 9:00 am to 11:30 pm, Upper Midwest Environmental Sciences Center-USGS Building, 2630 Fanta Reed Road, Lacrosse, WI or virtual using Webex: <https://usace1.webex.com/join/MVPCH2>
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**For Information Only**

- **WCA Notices**
  - Hennepin County, City of Bloomington – Notice of Decision – DNR State Trail, Minnesota River Valley
- **DNR Public Waters Work permits**
  - None
- **DNR Water Appropriation permits**
  - Scott County, City of Shakopee – Temporary Appropriation for construction dewatering for Quiring Properties (Maras Street)
  - Scott County, Unincorporated Area – request for comments for temporary appropriation for construction dewatering for Merriam Junction Trail; permit issued November 1, 2024
- **Well Head Protection Plans**
  - None

Item 5.B.  
LMRWD 11-06-2024

<b>BEGINNING BALANCE</b>	<b>30-Sep-24</b>		<b>\$ 851,543.60</b>
<b>ADD:</b>			
<b>General Fund Revenue:</b>			
October 2024 Interest		\$ 4,956.09	
Western National Insurance Group		\$ 5.00	
State of Minnesota	2025 Lower MN River Dredge Management	\$ 480,000.00	
<b>Total Revenue and Transfers In</b>			<b>\$ 484,961.09</b>
<b>DEDUCT:</b>			
<b>Debits/Reductions</b>			
Manager Salvato	Reimbursement for registration to MN Water Resource Conf.	\$ 450.00	
106 Group	July 2024 services for Area #3 archeological research	\$ 2,091.00	
Bolton & Menk, Inc.	July 23, 2024 invoice for Vernon Avenue project services	\$ 2,204.50	
Clifton Larson Allen LLP	July 2024 financial services	\$ 1,806.00	
Naiad Consulting, LLC	July 2024 administrative services, expenses & mileage	\$ 16,047.62	
Rinke Noonan, Attorney at Law	June 2024 services related to Lakota Lane - enforcement	\$ 627.00	
Rinke Noonan, Attorney at Law	June 2024 General legal counsel services	\$ 913.00	
Rinke Noonan, Attorney at Law	June 2024 legal services for Area #3 property acquisition	\$ 1,475.00	
Star Tribune	Publication of Public Hearing Notice for 2025 Budget	\$ 862.40	
State Department of Administration	Publication of RFP for Government Relations Consultant	\$ 123.00	
TimeSaver Off Site Secretarial Service	Preparation of June 2024 meeting minutes	\$ 206.50	
US Bank Equipment Finance	August 2024 copier lease payment	\$ 208.38	
Young Environmental Consulting Group	July 2024 Education & Outreach, and Technical services	\$ 48,175.06	
4M Fund	August 2024 bank service fee	\$ 40.58	
<b>Total Debits/Reductions</b>			<b>\$ 75,230.04</b>
<b>ENDING BALANCE</b>	<b>31-Oct-24</b>		<b>\$ 1,261,274.65</b>

	2024 Budget	October Actuals	YTD 2024	Over (Under) Budget
<b>Administrative expenses</b>	\$ 377,838.00	\$ 33,248.48	\$ 316,262.28	\$ (61,575.72)
<b>Cooperative Projects</b>				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ 3,124.25	\$ 126,772.13	\$ 26,772.13
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)
<b>509 Plan Budget</b>				
<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	\$ 2,720.00	\$ 25,880.75	\$ (124,119.25)
MN River Floodplain Model Feasibility Study	\$ -	\$ 7,787.69	\$ 19,793.69	\$ 19,793.69
Downtown Shakopee Stormwater BMPs	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Spring Creek stabilization project	\$ 100,000.00	\$ 987.17	\$ 13,175.02	\$ (86,824.98)
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Geomorphic Assessments (Trout Streams)	\$ 100,000.00	\$ -	\$ 92,777.78	\$ (7,222.22)
Fen Stewardship Program	\$ 75,000.00	\$ 2,170.50	\$ 80,084.32	\$ 5,084.32
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
Local Water Management Plan reviews	\$ 5,000.00	\$ -	\$ -	\$ (5,000.00)
Project Reviews	\$ 50,000.00	\$ 9,509.64	\$ -	\$ (50,000.00)
Project inspections	\$ -	\$ 3,837.75	\$ 29,510.52	\$ 29,510.52
<i>Monitoring</i>	\$ 75,000.00	\$ -	\$ 23,641.00	\$ (51,359.00)
<i>Watershed Management Plan</i>	\$ -	\$ 5,108.72	\$ 12,847.97	\$ 12,847.97
<i>Public Education/CAC/Outreach Program</i>	\$ 115,000.00	\$ 4,031.34	\$ 82,626.07	\$ (32,373.93)
<i>Cost Share Program</i>	\$ 20,000.00	\$ -	\$ 8,987.47	\$ (11,012.53)
<b>Nine Foot Channel</b>				
Return of unused state funds	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ 2,704.50	\$ 28,646.98	\$ (211,353.02)
<b>Bonded Debt Levy</b>				
Scheduled Area #3 Bond payments	\$ 300,000.00	\$ -	\$ -	\$ (300,000.00)
<b>Total:</b>	<b>\$ 2,110,338.00</b>	<b>\$ 75,230.04</b>	<b>\$ 861,005.98</b>	<b>\$ (1,249,332.02)</b>



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### **Agenda Item**

#### **Item 5. D. – Report from Citizen Advisory Committee**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

There is no report from the Citizen Advisory Committee (CAC) this month. The next meeting of the CAC is scheduled for 4:30 pm on Tuesday, November 12<sup>th</sup>. The meeting will be held virtually. Here is a link to the meeting:

<https://lowerminnesotariverwatersheddistrict.my.webex.com/lowerminnesotariverwatersheddistrict.my/j.php?MTID=m6f9ea1f35745674db47f5d6f17fcd031>

All managers are welcome to join.

The CAC will review applications received by the LMRWD under the Educator Mini-grant program. Notice of the grant program was released October 10<sup>th</sup>, with a deadline of October 29<sup>th</sup>. The applications will be provided to the CAC members, who will review the applications and rank them. They will bring a recommendation to the Board of Managers at the December 11, 2024 meeting.

#### **Attachments**

No attachments

#### **Recommended Action**

No action is recommended

**Lower Minnesota River Watershed District  
Board of Manager's Personnel Committee  
10:00 a.m., Thursday, October 3, 2024  
Small meeting room - Savage Public Library  
103090 Alabama Avenue South, Savage, MN  
Approved \_\_\_\_\_, 2024**

In attendance: In-person: Manager Theresa Kuplic; and Linda Loomis, LMRWD Administrator. Virtually: Manager Lauren Salvato; President Joseph Barisonzi; Della Schall Young, Young Environmental, LMRWD Education & Outreach Consultant; Jen Dullum, Board Conservationist, BWSR; Ashley Gallagher, Director, Dakota SWCD; Joe Barten, Program Management Supervisor, Dakota SWCD;

This meeting was called to discuss the request for qualifications for a government relations consultant, options for replacing the administrator and the education and outreach work plan.

There was discussion about how committee meeting minutes should be managed. Administrator Loomis explained the minutes should be approved by the Board committee before they go to the full Board. President Barisonzi did not want to wait for a committee to meet and approve the minutes before the full Board receives them. The Board directed that meeting minutes do not wait for committee approval to be shared with the full Board.

President Barisonzi made a motion to approve the minutes from the March 26, 2024, and the April 10, 2024, Personnel Committee. Manager Salvato seconded the motion. The motion carried unanimously.

#### Government Relations Consultant

At the time of the Committee meeting, only one proposal for Government Relations Consultant had been received. The Committee discussed the process for retaining a Government Relations Consultant. The Committee decided to wait until additional proposals were received.

President Barisonzi informed the committee that Flaherty|Hood was planning to submit a proposal. A discussion of conflict-of-interest ensued because Flaherty|Hood was being considered as potential legal counsel. The Committee asked for a stand-alone conflict-of-interest policy for consultants and employees. A policy is not likely to be in place by the time the LMRWD extends an offer to a government relations consultant so conflicts of interest will be discussed with the applicants at the interviews.

The concern is that proposals for consultant will be dismissed out-of-hand because of who their client list is. There is not clear consensus among the personnel committee as to how conflict-of-interests should be assessed, other than to develop a conflict-of-interest policy. Manager Salvato asked that this discussion be set aside to return to the tasks at hand.

A Personnel Committee will be set-up solely to interview Government Relations Consultants.

Each Manager will draft questions and share with the Administrator to aggregate that will be posed to the Government Relations Consultants. The Committee will look at questions that were used for interviews with Legal Counsel and E & O Consultants.

President Barisonzi said he wants a firm that will Minute 37.5

President Barisonzi asked what the amount included in the 2025 Budget for Government Relations. He also asked if the LMRWD will need to seek reauthorization of the dredge funding. He also asked that last year's legislative item be sent to the Committee.

#### Administrative Services

President Barisonzi asked the Administrator for a timeline. Administrator Loomis shared that she was planning to leave at June 2025.

Administrator Loomis explained different options for providing administrative service to the district that the Board should consider:

- An independent contractor
- A firm that can provide administrative services on a consulting basis
- Staff that works directly for the district

If the LMRWD chooses to hire staff there are financial considerations, such as benefits, social security, PERA, Unemployment Insurance, vacation and more. There are also accounting functions that go along with this. Administrator Loomis explained that the Board of Managers at the time she was contracted felt that it was difficult to supervise employees.

Manager Salvato asked why that was. Administrator Loomis said she did not remember why they felt that way. [It was because it was hard to keep track of sick time and vacation]

President Barisonzi had three questions and asked other in attendance to feel free to respond.

- Why is the position for Watershed Districts called Administrators as opposed to Executive Directors
- Where are other watershed district doing for staffing between staff and consultant
- What is the best model for the LMRWD to be looking at

Joe Barten, Dakota SWCD, stated that the term of Administrator vs. Executive Director is an organizational decision. He noted that Minnehaha Creek has an Executive Director [if you visit the Minnehaha Watershed District website and look at staff, they have an Administrator not an Executive Director]. He also suggested to look at Watershed Management Organizations and that the Board should discuss where they see the LMRWD in 5 years.

Jen Dullum noted that the WMOs and Watershed district have different taxing authorities in statute.

Manager Kuplic said her biggest concern is the amount of knowledge they will lose and how to make the transition.

Manager Salvato asked to weigh the pros and cons of the different options and what might the LMRWD need to have in place for one option or another.

President Barisonzi shared some financial numbers that the LMRWD should look at when replacing the Administrator. He shared some options; a sole contractor, dividing functions between administrative function and executive functions, or going with a firm. He is concerned that this transition is coming a critical time for the LMRWD because of the capacity of the LMRWD levy.

Two tracks; President Barisonzi will draft a proposal for the Personnel Committee to consider for an executive position search which would include all three options; and then for Managers Kuplic and Salvato to meet with Administrator Loomis to see what the different scopes of work are.



The interview will be used to inform the proposal and to determine if more than one person is needed to manage the work of the LMRWD.

Education & Outreach

Young Environmental has indicated that they would like to have the Board agree upon an Education Plan.

President Barisonzi asked who is responsible for helping to develop the consensus on an Education plan. He sees the lead staff person as the person responsible for facilitating and organizing that process. He thinks that the Board has given feedback and that what the Board has been given in return is not where they want to be.

There was discussion about the direction of Education and the role of the CAC.

The meeting adjourned at 11:12 a.m.

Next Personnel Committee meeting: No date was determined, but a meeting will be scheduled to hold interviews of applicants responding to the request for qualifications for a government relations consultant



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### Agenda Item

#### Item 5. F. – Waiver of thirty (30) days written notice of proposed change to LMRWD By-laws

#### Prepared By

Linda Loomis, Administrator

#### Summary

The LMRWD By-laws provide for amendment, repeal or adoption “by a majority of the LMRWD Board of Managers during any meeting of the LMRWD Board of Managers upon thirty (30) days written notice of the proposed change in its entirety.

The Board of Managers is proposing to amend the By-laws as discussed at the August 21, 2024, Board of Managers meeting and again at the October 9, 2024, Board of Manager meeting. According to the By-laws “Notice may be waived by unanimous consent of the Managers”.

At the October 9, 2024, Board of Managers meeting there was consensus among the Managers that amendments discussed were acceptable and the amended By-laws could be approved on the November 6, 2024, consent agenda. After discussion with legal counsel, the Board should waive the thirty (30) days written notice of proposed changes.

#### Attachments

No attachments

#### Recommended Action

Motion to waive the requirement to provide thirty (30) days written notice of the proposed changes to the LMRWD By-laws



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### **Agenda Item**

#### **Item 5. G. – Update to LMRWD By-laws**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

At the October 9<sup>th</sup> Board of Managers meeting, the Board directed the final amendments to the By-laws. They also directed that adoption of the amended by-laws be added to the November 6<sup>th</sup> Consent Agenda.

The amendments update language to the conflict-of-interest section which now references MN Statutes and amending Manager requests of staff and consultant time.

#### **Attachments**

Revised LMRWD Bylaws dated November 6, 2024

#### **Recommended Action**

Motion to adopt by-laws as amended

**BY-LAWS OF  
LOWER MINNESOTA RIVER WATERSHED DISTRICT**

(By-Laws adopted by Lower Minnesota River Watershed District under Minn. Stat. § 103D.315: Subd. 11. “Administration By-Laws: *“The managers shall adopt by-laws for the administration of the business and affairs of the watershed district.”*”)

**ARTICLE I.**

**NAME**

**Section 1. NAME:** Lower Minnesota River Watershed District.

**Section 2. ABBREVIATIONS:** Throughout these By-Laws whenever it is desirable to abbreviate the name of the Lower Minnesota River Watershed District, the initials “LMRWD” or the word "District" shall be used.

**ARTICLE II.**

**PURPOSE**

Pursuant to Minn. Stat. § 103D.201, the LMRWD’s General Purpose is as follows:

1. Protect, preserve, and use natural surface and groundwater storage and retention systems.
2. Minimize public capital expenditures needed to correct flooding and water quality problems.
3. Identify and plan for means to effectively protect and improve surface and groundwater quality.
4. Establish more uniform local policies and official controls for surface and groundwater management.
5. Establish, adopt and enforce standards to promote responsible and sustainable land use and development.
6. Prevent erosion of soil into surface water systems.
7. Promote groundwater recharge.
8. Protect and enhance fish and wildlife habitat and water recreational facilities.
9. Secure the other benefits associated with the proper management of surface and groundwater.
10. Assist and facilitate the efforts of state and federal agencies to maintain the Minnesota River 9-foot Navigation Channel.

## ARTICLE III

### LMRWD OFFICE and WATERSHED DISTRICT'S BOUNDARIES

**Section 1. DISTRICT OFFICE:** LMRWD office is located at 112 East 5th Street, Suite 102, Chaska, MN 55318.

**Section 2. BOUNDARIES of LMRWD:** The LMRWD covers an area of 80 square miles of Carver, Hennepin, Dakota, Scott and Ramsey counties. It also includes the Minnesota River Valley from Fort Snelling at the confluence of the Minnesota and Mississippi rivers, upstream to the City of Carver Minnesota. The width of the District includes the bluffs on both sides of the Minnesota River within this reach of the river. In addition, included in its boundaries are fourteen (14) cities or townships, partially or in their entirety.

## ARTICLE IV

### BOARD OF MANAGERS

**Section 1. DISTRIBUTION of MANAGERS and APPOINTMENT THEREOF:** Pursuant to Minn. Stat. § 103D.301, Distribution of Manager Positions, Subd. 1: More than one affected county. *“If more than one county is affected by a watershed district, the board must provide that managers are distributed by residence among the counties affected by the watershed district.”* Minn. Stat. § 103D.301 Subd. 3: *“...The county board of commissioners of a county affected by the watershed district...”* appoints the manager.

**Section 2. COMPOSITION OF LMRWD BOARD OF MANAGERS:** The LMRWD is composed of five managers appointed by four counties in the District: Hennepin County, two (2) managers; Dakota County, one (1) manager; Carver County, one (1) manager; and Scott County, one (1) manager. Ramsey County is no longer represented because there is no population from Ramsey County in the District.

**Section 3. TERMS OF OFFICE:** Appointments made by the respective counties' Board of Commissioners to the LMRWD Board of Managers are for three-year terms. Terms of office begin in March of the year they are appointed unless a county delays in the appointment of a manager. Per Minn. Stat. § 103D.315, Subd. 6., a manager's term continues until a successor is appointed and qualified.

**Section 4. BONDING:** Before assuming the duties of a Board member, each Board member, at District expense, will obtain and file a bond in accordance with Minn. Stat. §103D.315, Subd. 2. The Board, at District expense, will provide insurance for its members to provide liability protection on such terms and in such amounts as the Board decides, in accordance with Minnesota Statutes section 103D.315, subdivision 2.

**Section 5. VACANCIES:** Any manager who is unable to fulfill the individual's three-year term of office on LMRWD Board of Managers shall notify the respective county Board of Commissioners of the fact the individual will be leaving the position as manager on the

LMRWD so the county represented can appoint another manager as soon as possible to complete the departing manager's term in office.

**Section 6. COMPENSATION:** Minn. Stat. § 103D.315 Subd. 8: *“The compensation of managers for meetings and for performance of other necessary duties may not exceed the amount specified by law. Managers are entitled to reimbursement for traveling and other necessary expenses incurred in the performance of official duties.”*

Managers shall be compensated the statutory maximum per diem for meetings and the performance of other necessary duties authorized by the Board. Managers are entitled to reimbursement for mileage, travel expenses, and lodging in accordance with the LMRWD travel policy. Managers cannot be reimbursed for alcoholic beverages.

**Section 7. SUBMISSION OF MANAGER'S EXPENSES:** A claim form shall be filled out by each Manager and submitted to the LMRWD office to be processed and approved in the same manner as other claims in June and December. In order to facilitate proper audit and closure of the fiscal year, all claims for expenses or per diem incurred in a preceding fiscal year, shall be submitted within 60 days of the close of the fiscal year.

**Section 8. DUTIES OF MANAGERS IN STATUTE:** Minn. Stat. § 103D.315  
“Managers” defines additional duties of the District’s Managers.

In addition to statutory duties, Managers shall abide by the following principles:

- (a) The Board of Managers acts as the unified voice of LMRWD, and the president serves as the spokesperson for the Board of Managers.
- (b) No individual Manager may provide direction, instructions or authorization to the Administrator or a District consultant unless specifically authorized to do so by the Board of Managers.
- (c) A Manager’s request for information not related to the work contained in the Watershed Plan that would require a significant amount of the Staff’s and/or Consultant’s time must be approved by the Board of Managers.
- (d) A Manager must notify the Administrator when a request for information is made from consultants to the District.
- (e) A Manager may not request or authorize on behalf of the District performance of services by the Administrator or consultant unless authorized by action of the Board of Managers.
- (f) Individual managers cannot bind the District to agreements or expenditures.
- (g) The Board of Managers shall have the authority to hire, terminate and set the terms of employment for all staff and contractors necessary for the operation of the LMRWD. The Board shall approve and periodically review employment

policies and procedures to ensure compliance with applicable laws and alignment with the mission and values of the organization.

## **ARTICLE V OFFICERS**

**Section 1. ELECTION OF OFFICERS:** The following officers shall be elected each calendar year on or before the first regularly scheduled meeting in September: President, Vice-President, Secretary and Treasurer and Assistant Treasurer. Terms are for one-year unless re-elected.

**Section 2. OFFICER VACANCIES:** Minn. Stat. § 103D.315 Subd. 3: *“The managers must fill vacancies occurring in the officers’ positions.”*

**Section 3. TEMPORARY AND CONCURRENT APPOINTMENTS OF OFFICERS:** The Board may appoint a Board member as officer *pro tem* if an officer is absent or disabled and action by that officer is required. When the composition of the Board is less than five members, a member may hold concurrent offices or the office of Assistant Treasurer may remain vacant.

**Section 4. DUTIES OF OFFICERS:**

- (a) President: The President shall preside at all meetings of the Board of Managers. The President shall serve under the supervision and direction of the Board and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute all contracts or instruments requiring an officer’s signature, unless otherwise directed by the Board, and shall have the general powers and duties usually vested in the office of President of the Board and shall have such other powers and perform such other duties as the Board may from time to time prescribe.
- (b) Vice-President: In the absence of the President at a regularly held LMRWD meeting, the Vice-President shall preside at the meeting. The Vice-President shall exercise and perform the authorities and duties of the President in the event of the latter’s absence, death, disqualification, or incapacity until the LMRWD Board of Managers elects a new President. The Vice-President shall exercise and perform such other authorities and duties as may be prescribed or limited from time to time by the Board of Managers.
- (c) Secretary: The Secretary shall cause to be recorded all votes and the minutes of all proceedings of the Board of Managers in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board, and shall perform such other duties as may from time to time be prescribed by the Board or by the President. These duties may be delegated to the Administrator as directed by the Board of Managers.
- (d) Treasurer: The Treasurer shall have the care and custody of the funds and securities and shall disburse the funds of the LMRWD as may be ordered from time to time by the Board. The Treasurer shall keep or cause to be kept full and

accurate accounts of receipts and disbursements in books belonging to the LMRWD, and shall deposit all monies, securities and other valuable effects of the LMRWD in the name and to the credit of the LMRWD in such depositories as may be designated from time to time by the Board. Except to the extent that some other person or persons may be specifically authorized by the Board to do so, the Treasurer shall make, execute, and endorse all checks and other commercial paper on behalf of the LMRWD when requested by the Board and shall perform such other duties as may be prescribed by the Board.

- (e) Assistant Treasurer: In the absence of the Treasurer, the Assistant Treasurer shall perform the duties of the Treasurer. The Assistant Treasurer shall exercise and perform the authorities and duties of the Treasurer in the event of the latter's absence, death, disqualification, or incapacity until the LMRWD Board of Managers elects a new Treasurer. The Assistant Treasurer shall exercise and perform such other authorities and duties as may be prescribed or limited from time to time by the Board of Managers.

**Section 5. AUTHORIZED SIGNATORIES BY MANAGERS:** All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the LMRWD shall be signed by two members of the LMRWD Board of Managers. Checks may be endorsed through electronic signature.

**Section 6. COMMUNICATIONS:** Unless it is a personnel issue, when communicating with the LMWRD consultants Board members should inform the Administrator about the communication to keep her/ him updated about ongoing issues and business of the LMRWD.

**Section 7. HARRASSMENT AND DISCRIMINATION:** Board members and those with whom they work have the right and responsibility to work in an environment free from harassing or discriminating behavior. It is the responsibility of each Board member to refrain from creating a discriminatory or harassing environment. Each Board member is also responsible for treating others with dignity and respect and to report all incidents of harassment immediately so that they can be quickly and fairly resolved.

**Section 8. REMOVAL FROM OFFICE:** Any officer may be removed at any time, with or without cause, upon the affirmative vote of two-thirds (2/3) of the Board of Managers.

## **ARTICLE VI. MEETINGS OF LMRWD BOARD OF MANAGERS**

**Section 1. MEETINGS OPEN TO THE PUBLIC:** All meetings of the District, whether regular, special or emergency, shall be noticed and held in accordance with the State's Open Meeting Law, Statutes Chapter 13D.

**Section 2. REGULAR MEETINGS:** The Managers shall hold regular meetings at least once a month according to a schedule adopted by the Board and filed with the District. The regular meeting schedule shall be made available to the public by posting on the District's



website. The meetings may be cancelled and rescheduled at any time that the Managers deem necessary.

**Section 3. SPECIAL MEETINGS:** Special meetings to conduct the business of the LMRWD may be called by the President independently or upon the request of a member of the Board. Special meetings shall be noticed as required by the Open Meeting Law.

**Section 4. PUBLIC HEARINGS:** Public hearings shall be conducted as required by law or, in addition, as directed by the Board of Managers.

**Section 5. MEETING CALLED BY MANAGER:** Minn. Stat. § 103D.315 Subd. 10, states: *“A meeting may be called at any time at the request of any manger. When a manager requests a meeting, the secretary of the watershed district must mail a notice of the meeting to each member at least eight (8) days before the meeting.”* The District’s administrator shall notify the Managers as soon as possible of the time and place of the pending meeting and shall provide other notice as required by law. Statutory notice may be waived with the consent of all Managers.

**Section 6. QUORUM and ADJOURNED MEETING:** At all meetings of the Managers, a majority of the appointed Managers shall constitute a quorum to do business but a smaller number may adjourn from time to time. Unless otherwise required by law, all decisions must be approved by the affirmative vote of a majority of the Managers present at a meeting where there is a quorum.

**Section 7. CHAIR of MEETINGS:** The President shall preside as chairperson at all meetings of the Managers. In the absence of the President, the Vice-President shall preside. In the absence of both, the Secretary shall serve as temporary President. The President and temporary President shall have the same privileges.

**Section 8. MEETINGS HELD BY REMOTE MEANS:** When necessary, the Board may allow remote participation in meetings by interactive video teleconference or comparable technology. When any member of the Board is participating in a meeting by remote means, the requirements of Statutes Section 13D.02 must be met.

**Section 9. MEETING FORMAT:**

- (a) At the hour appointed for a meeting of the Board of Managers of the LMRWD, upon reaching a quorum, the Managers shall be called to order by the President or in his/her absence, by the acting President. The Managers shall proceed to do business following a set agenda.
- (b) The President shall preserve order. The President may make motions, second motions or speak on any question, provided, however, that in order to do any of these things, upon demand of any Manager, the President shall vacate the chair and designate a temporary President. The President, or acting President, shall be entitled to vote like other Managers.

- (c) Every Manager, prior to his/her speaking, shall address the President and shall not proceed until he/she has been recognized by the President.
- (d) If a Manager has a personal interest in a matter that comes before the LMRWD Board of Managers, to the extent that it creates a conflict of interest as a matter of law, the Manager shall not vote on said issue.
- (e) No person other than a Manager shall address the Board except with the consent of the President or by a vote of the majority of the Managers present.
- (f) The President has the authority to set a time limit that a Manager or a person addressing the Board may speak, except upon vote of the majority of the Board of Managers present.
- (g) All committees shall be appointed by the President unless expressly ordered by the Board. It shall be the duty of committees to act promptly and faithfully in all matters referred to them, to comply with the Open Meeting Law, if applicable, and to make reports at a future set time/date established by the Board.
- (h) Minutes of all meetings of the LMRWD Board of Managers shall be recorded, reviewed by the Board, adopted and kept at the District's office. They shall be signed by the Secretary and shall constitute an official record of the procedure.
- (i) Any Manager may request that the yeas and nays be recorded on any motion voted on by the Board and such request will be granted by the President.

**Section 10. COMMITTEES OF THE BOARD:** The Board of Managers may create such committees as necessary to meet the needs of the organization. There may be “Standing Committees” which are established for multiple years or terms as designated by the President and agreed to by the Board of Managers. There may also be temporary or “ad hoc” committees established by the President to meet the immediate needs or expectations of the Board of Managers.

**Section 11. CONFLICTS OF INTEREST:** Except as otherwise provided in this chapter, the regulatory and procedural provisions of Minnesota Statutes chapter 10A.07 CONFLICTS OF INTEREST, as amended from time to time, are hereby incorporated herein and adopted by reference, including the penalty provisions thereof.

**Section 12. APPEAL OF A CHAIR RULING:** A Board Manager may appeal to the Board from a ruling of the President. If the appeal is seconded, the Board Manager may speak once solely on the question involved and the President may explain his or her ruling, but no other Board Manager will participate in the discussion. The appeal will be sustained if it is approved by a majority of the Board Managers present exclusive of the President.

**ARTICLE VII.  
PARLIMENTARY AUTHORITY**

**Section 1. PARLIMENTARY AUTHORITY:** The most current version of Robert’s Rules of Order Newly Revised shall govern the LMRWD’s meetings in all cases to which they are applicable and in which they are not inconsistent with state law, these By-Laws and, or any special rules of order the LMRWD may adopt.

**Section 2. SUSPENSION:** Robert’s Rules of Order may be temporally suspended by consent of the majority of the Board Managers present. Proceeding in a manner contrary to Robert’s Rules of Order without objection shall be deemed suspension by consent of the Managers.

**ARTICLE VIII.  
ANNUAL REPORT**

**Section 1. ANNUAL REPORT:** Minn. Stat. § 103D.351: “(a) *The managers must prepare a yearly report of the financial conditions of the watershed district, the status of all projects, the business transacted by the watershed district, other matters affecting the interests of the watershed district, and a discussion of the managers plans for the succeeding year.*”

**Section 2. COPIES DISTRIBUTED:** Minn. Stat. § 103D.351: “(b) *Copies of the report must be transmitted to the Board of Water and Soil Resources, the commissioner, and the director within a reasonable time.*”

**ARTICLE IX.  
ANNUAL AUDIT**

**ANNUAL AUDIT:** Minn. Stat. § 103D.355, Subd 1. Requirement: “*The managers must have an annual audit completed of the books and accounts of the watershed district. The annual audit may be made by a public accountant or by the state auditor.*”

**ARTICLE X.  
WATERSHED MANAGEMENT PLAN**

**WATERSHED MANAGEMENT PLAN.** Minn. Stat. § 103D.401, Subd. 1. Contents:

- (a) “*The managers must adopt a watershed management plan for any and all of the purposes for which a watershed district may be established. The watershed management plan must give a narrative description of existing water and water-related problems within the watershed district, possible solutions to the problems, and the general objectives of the watershed district. The watershed management plan must also conform closely with watershed management plan guidelines as adopted and amended from time to time by the Board of Water and Soil Resources.*”

- (b) *“The watershed management plan may include a separate section on proposed projects. If the watershed district is within the metropolitan area, the separate section of proposed projects or petitions for projects to be undertaken according to the watershed management plan is a comprehensive plan of the watershed district for purposes of review by the Metropolitan Council under section 473.165.”*

**ARTICLE XI.  
AMENDMENT TO BY-LAWS**

**Section 1. AMENDMENT TO BY-LAWS.** These By-laws may be amended, repealed, or adopted by a majority of the LMRWD Board of Managers during any meeting of the LMRWD Board of Managers upon thirty (30) days written notice of the proposed change in its entirety. Notice may be waived by unanimous consent of the Managers. Notice of such alteration or amendment shall be indicated on the agenda of such meeting. The alteration/s or amendment/s must pass by a majority vote of the LMRWD Board of Managers.

**Section 2. INTERPRETATION** of the By-Laws and any amendment or additions thereto shall rest with the LMRWD Board of Managers.

**Section 3. TEMPORARY SUSPENSION OF BY-LAWS:** These rules may be temporarily suspended by consent of a majority of the Managers present.

**ARTICLE XII.  
REVIEW OF BY-LAWS**

**THESE BY-LAWS** shall be reviewed at least every five years and revised if needed. These By-laws govern internal LMRWD matters and do not create rights in any third parties.

Duly adopted on the 9<sup>th</sup> day of October, 2024 by the Lower Minnesota River Watershed District Board of Managers and signed by the President and Secretary of the organization.

\_\_\_\_\_  
By: Joseph Barisonzi  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Lauren Salvato  
Secretary

\_\_\_\_\_  
Date



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### **Agenda Item**

**Item 5. H. – Authorize execution of Addendum to Recording Secretary Agreement**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

TimeSaver Off Site Secretarial, Inc. has submitted an addendum to the recording secretary agreement. TimeSaver prepares the meeting minutes for the Board and other meetings. Addendums are requested annually before the end of the current year.

### **Attachments**

Addendum to Recording Secretary Agreement dated December 31, 2024

### **Recommended Action**

Motion to accept Addendum to Recording Secretary Agreement and authorize execution by Administrator

# *TimeSaver Off Site Secretarial, Inc.*

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October 14, 2024

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

Dear Linda,

Enclosed is an Addendum to the Recording Secretary Service Agreement that extends the expiration date to December 31, 2025. The unit rates reflect an increase of \$1.50 per hour and 50 cents per page. The base rate reflects an increase of less than 3.5%.

Kristin Wirth, our CFO, is stepping in to replace Allen, who will retire on December 31, 2024.

We appreciate the confidence you have placed in TimeSaver to handle your meeting minute needs and look forward to continuing that relationship in 2025.

If you need further information or have questions, please feel free to contact me at 612-251-8999.

Best regards,



Carla Wirth  
Owner

Enclosure: Recording Secretary Service Agreement  
Return envelope

**ADDENDUM TO  
RECORDING SECRETARY SERVICE AGREEMENT**

**Dated: December 31, 2024**

By and between TimeSaver Off Site Secretarial, Inc. and the Lower Minnesota River Watershed District, 112 East Fifth Street, Chaska, MN 55318.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2023, shall be extended under the same terms and conditions to December 31, 2025.
2. TOSS CHARGES: TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
  - a. Base Rate: One Hundred Seventy-Two and 00/100 dollars (\$172.00) for any meeting up to one (1) hour (billable time) plus Forty and 50/100 dollars (\$40.50) for each thirty (30) minutes following the first one (1) hour; or
  - b. Unit Rate: Fifty-Four and 00/100 dollars (\$54.00) for the first hour of meeting time and Thirty-Six and 00/100 dollars (\$36.00) for every hour after the first hour plus Sixteen and 25/100 dollars (\$16.25) for each page of draft minutes for submission to the Lower Minnesota River Watershed District for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January \_\_, 2025

LOWER MINNESOTA RIVER WATERSHED DISTRICT

By: \_\_\_\_\_  
Linda Loomis

Its: Administrator

October 14, 2024

TIMESAVER OFF SITE SECRETARIAL, INC.

By: Kristin Wirth  
Kristin Wirth

Its: CFO



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### **Agenda Item**

#### **Item 5. I. - Authorize execution of Richard T. Anderson Cost Share Agreement**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

At the April 2024 Board of Manager meeting, the Board authorized approval of a cost share with the City of Eden Prairie for an improvement project at the Richard T. Anderson Conservation Area. The City has bid the project and is ready to begin construction.

The LMRWD has drafted a Cost Share Agreement between the City and the LMRWD. The agreement is attached for the Board's review and approval.

#### **Attachments**

Excerpt from April 17, 2024, meeting minutes approving the Cost Share Application

Technical Memorandum – Richard T. Anderson (RTA) West Bluff Overlook – LMRWD Water Resources Restoration Fund Review dated April 10, 2024 (which includes the application from the City of Eden Prairie)

Cost Share Agreement between the LMRWD and the City of Eden Prairie

#### **Recommended Action**

Motion to authorization execution of Cost Share agreement



President Barisonzi shared that he also had some suggested revisions and would like the report to be accepted contingent upon the revisions suggested by himself and Manager Salvato.

The Board said the 2023 Annual Report was very well done and shared that they cannot wait to have this distributed on social media.

**Manager Amundson made a motion to approve 2023 LMRWD Annual Report, authorize distribution and posting to LMRWD website, contingent upon revision as suggested by the Managers. Manager Kuplic seconded the motion. Upon a vote being taken, the motion carried unanimously.**

**B. LMWRD Water Resource Restoration Fund application**

President Barisonzi introduced this item. Karli Wittner, Eden Prairie Forestry and Natural Resources Supervisor, Jason Goblirsch, Eden Prairie Parks Construction Supervisor, and Sarah Harding, Senior Landscape Architect, Stantec were in attendance to answer questions from the Managers.

**Manager Kuplic made a motion to contribute 15% of the project cost which equates to \$45,154 of the estimated project cost. The final contributed dollar amount will be based on the awarded construction contract. Contribution is contingent upon receipt of documentation that the project meets the permitting requirements of the LMRWD and other regulatory agencies, final signed construction plans and specifications, awarded contract and bid information, executed grant and maintenance agreement, and agreements that payments from the LMRWD are reimbursement based and require receipts of paid invoices as well as a summary of the work completed as part of the receipt/invoice. Manager Salvato seconded the motion.**

Manager Amundson suggested that the motion be amended to make it clear that the maximum amount to be contributed would be the lesser of 15% of the awarded contract, or \$45,154.

Managers Kuplic and Salvato accepted Manager Amundson's amendment as friendly, so the amended motion was to contribute a maximum amount of 15% of the awarded contract, not to exceed \$45,154, with the contingencies mentioned.

**Upon a vote being taken, the motion carried unanimously.**

**C. Biennial Solicitation of Letters of Interest for legal, technical & other professional services**

President Barisonzi introduced this item.

Manager Salvato shared that she believes that VeCoeur, Inc. would be a good subcontractor when they are thinking about the strategic lens of education and outreach. She would like this to be considered when they are thinking about their work in 2025.

**President Barisonzi made a motion to accept the letter of interest from Young Environmental Consulting Group LLC for Education & Outreach Services and to develop a Professional Services Agreement. Manager Kuplic seconded the motion. Upon a vote being taken the motion carried.**

**President Barisonzi made a motion to accept submittal from Flaherty | Hood P.A. for Legal Counsel and develop a Professional Services Agreement between the LMRWD and Flannery & Hood P.A. Manager Salvato seconded the motion. Motion failed due to no vote being taken.**

Manager Kuplic shared that she does not agree with this motion as she believes that Attorney Kolb has done a great job for the LMRWD and that his expertise and knowledge of the

# Technical Memorandum



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

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

**CC:** Karli Wittner  
Jason Goblirsch  
Parks and Recreation Department, City of Eden Prairie

**Date:** April 10, 2024

**Re:** Richard T. Anderson (RTA) West Bluff Overlook – LMRWD Water Resources  
Restoration Fund Review

---

At the September 21, 2023, LMRWD Board Meeting, the LMRWD approved the Water Resources Restoration Fund (WRRF) work plan. The work plan consisted of developing an official application and process for the WRRF to distribute to the local governmental units (LGUs). The goal of the WRRF is to help fund projects sponsored by LGUs that reduce urban nonpoint source pollution, improve and protect groundwater quality, and promote surveys and studies of wetland (fen) health management. The WRRF application materials were distributed to the LGUs after the municipal coordination meetings on December 8, 2024. The deadline for the WRRF application was February 29, 2024.

The LMRWD received one (1) application on February 29, 2024, from the City of Eden Prairie (City) for the Richard T. Anderson (RTA) West Bluff Overlook Stabilization Improvements Project (Attachment 1). Young Environmental reviewed the project in line with the previously developed evaluation form (Attachment 2). This memo summarizes Young Environmental's funding evaluation of the project.

## RTA Application and Evaluation

The City is requesting funding from the LMRWD to stabilize one of the most popular and eroded trails within the RTA recreation area. RTA is a 125-acre bluff land overlooking the Minnesota River Valley. RTA is within the Steep Slopes Overlay District (SSOD) and is public land with a parking lot located at 18700 Flying Cloud Drive, Eden Prairie, MN, 55347 (Figure 1). RTA was included in the 2020 and 2023 LMRWD gully inventories and was identified in the 2020 study as High Priority Region 13. The 2023 Gully Inventory and Condition Assessment reviewed the RTA Site with 7 gullies as high priority gullies.

The City would like to begin restoring areas of erosion within the RTA recreation area. There are three goals of the West Bluff Overlook Stabilization project, including:

1. Preventing further erosion.
2. Providing a user-friendly trail for access to the prairie bluff overlook.
3. Preventing further degradation of the high-quality plant communities in RTA.

The estimated cost for the stabilization project is \$301,025 (Attachment 1).

Restoration work will be completed on 1,360 linear feet of trail by installing 160 stone steps adjacent to a 520 linear foot riprap channel with ditch checks, three boulder retaining walls, and a pretreatment settling basin (Figure 2). The project plans to minimize ongoing maintenance while preventing erosion and providing a safer trail for users that encourages visitors to remain on designated trails. Due to the current erosion, users have encroached into the high-quality woodland in search of a navigable route. These additional trails have damaged native plants and exacerbated the erosion problem. The surface water from this ravine trail empties directly into an unnamed stream, causing sedimentation.

The project will be constructed during the growing season of 2024 with bid opening anticipated in April and construction to begin in June. The project is estimated to be completed by winter 2024. The City is requesting \$50,000 from the WRRF, which is 17% of the estimated total cost for the stabilization project. Table 1 shows the scoring of the project based on alignment with the goals, policies, and strategies of the LMRWD Watershed Management Plan (WMP).

*Table 1: RTA Project Funding Request Scoring*

Scoring Metric	Scoring Comments	Additional Point Opportunities	Project Score	Max Points
<b>1. Project Type</b>	The RTA Project addresses goals within the City's 2040 Comprehensive Plan and Surface Water Management Plan. Additionally, this is a gully (ravine) restoration project located within the SSOD, which is a high priority management area of the LMRWD. The RTA Project is listed as a Capital Improvement Project (CIP) in the City's 2023-2032 CIP and is a direct tributary to Rice Lake	Maximum points awarded.	24	24
<b>2. Plan Goals Addressed</b>	The RTA Project addresses multiple goals in the LMRWD WMP, including: <ul style="list-style-type: none"> <li>• Goal 2: Surface Water Management</li> <li>• Goal 4: Unique Resource Management</li> <li>• Goal 7: Erosion and Sediment Control</li> </ul>	The RVA Project addresses five out of the nine LMRWD Watershed Management Plan Goals, and a point was awarded for each area.	5	9

Scoring Metric	Scoring Comments	Additional Point Opportunities	Project Score	Max Points
	<ul style="list-style-type: none"> <li>• Goal 8: Commercial and Recreational Navigation</li> <li>• Goal 9: Public Education and Outreach.</li> </ul>			
<b>3. Water Capture</b>	The project includes a riprap channel with ditch checks to slow runoff, along with 145 square feet of pretreatment settling basin.	The Water Capture Score gives credit to projects that meet or exceed the standards for stormwater runoff volume management.	3	7
<b>4. Pollutant Management</b>	The project provides pollutant management by stabilizing the ravine, which will greatly reduce total suspended solids (TSS) and total phosphorus (TP) downstream. The project engineer estimates that approximately 40-80 tons of sediment and 8.1-16 pounds of phosphorus will be reduced as part of the project.	Maximum points awarded.	7	7
<b>5. Habitat Restoration</b>	This project provides a secondary benefit to habitat by seeding the disturbed areas with native seed mixtures that provide food and habitat for wildlife. Additionally, the project will prevent further degradation of habitat by keeping hikers on the trails.	Projects that include habitat creation or enhancement as the primary purpose of the project receive a score of seven.	3	7
<b>6. Bank Stabilization</b>	The project does not propose streambank stabilization as part of the project.	Points are awarded for streambank stabilization projects.	0	7
<b>7. Watershed Benefits</b>	The ravine discharges to an Unnamed Stream and then to Bluff Creek and Rice Lake.	The watershed benefits score gives more credit to projects that are near the headwaters and provide site benefits beyond the immediate site location.	3	7
<b>8. Partnership Opportunities</b>	The City has provided funding details and intends to contribute the remaining funds to implement the project. As part of LMRWD WMP Strategy 7.3.1, the LMRWD aims to	Maximum points awarded.	7	7

Scoring Metric	Scoring Comments	Additional Point Opportunities	Project Score	Max Points
	partner with LGUs to fund projects that address gully erosion.			
<b>9. Public Education</b>	The project is located on public land and has opportunities for signage and increased visitors.	Maximum points awarded.	7	7
<b>Total Score</b>			<b>59</b>	<b>82</b>

## Project Scoring

Based on the presented information, the RTA Project received a score of 59 points out of a maximum of 82 points, placing it in the moderate-to-high priority category for the LMRWD (Attachment 2, Table 1). This category qualifies the project for partial funding.

## Funding Recommendations

Based on the scoring, we recommend contributing 15% of the project cost (lesser of the awarded project cost or engineers cost estimate), which equates to \$45,154 of the estimated project cost. However, the final contributed dollar amount will be based on the awarded construction contract. The project addresses several goals in both the LMRWD WMP as well as the City's Surface Water Management Plan. It proposes to stabilize a ravine at the RTA site, part of a large ravine system in the SSOD, which remains a high priority for the LMRWD. Furthermore, the project follows the LMRWD's strategy of partnering with LGUs to leverage financial resources and improve natural resources within the LMRWD boundaries.

Before funds can be released, the following information is required:

- Documentation that the project meets the permitting requirements of the LMRWD and other regulatory agencies.
- Final signed construction plans and specifications.
- Awarded contract and bid information.
- Executed grant and maintenance agreement.
- Agreement that payments from the LMRWD are reimbursement-based and require receipts of paid invoices as well as a summary of the work completed as part of the receipt/invoice.

## Attachments

- Figure 1—Eden Prairie RTA Site Overview
- Figure 2—RTA Project Location
- Attachment 1—City of Eden Prairie RTA WRRF Application
- Attachment 2—Funding Request Evaluation

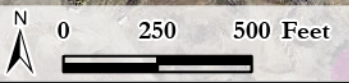
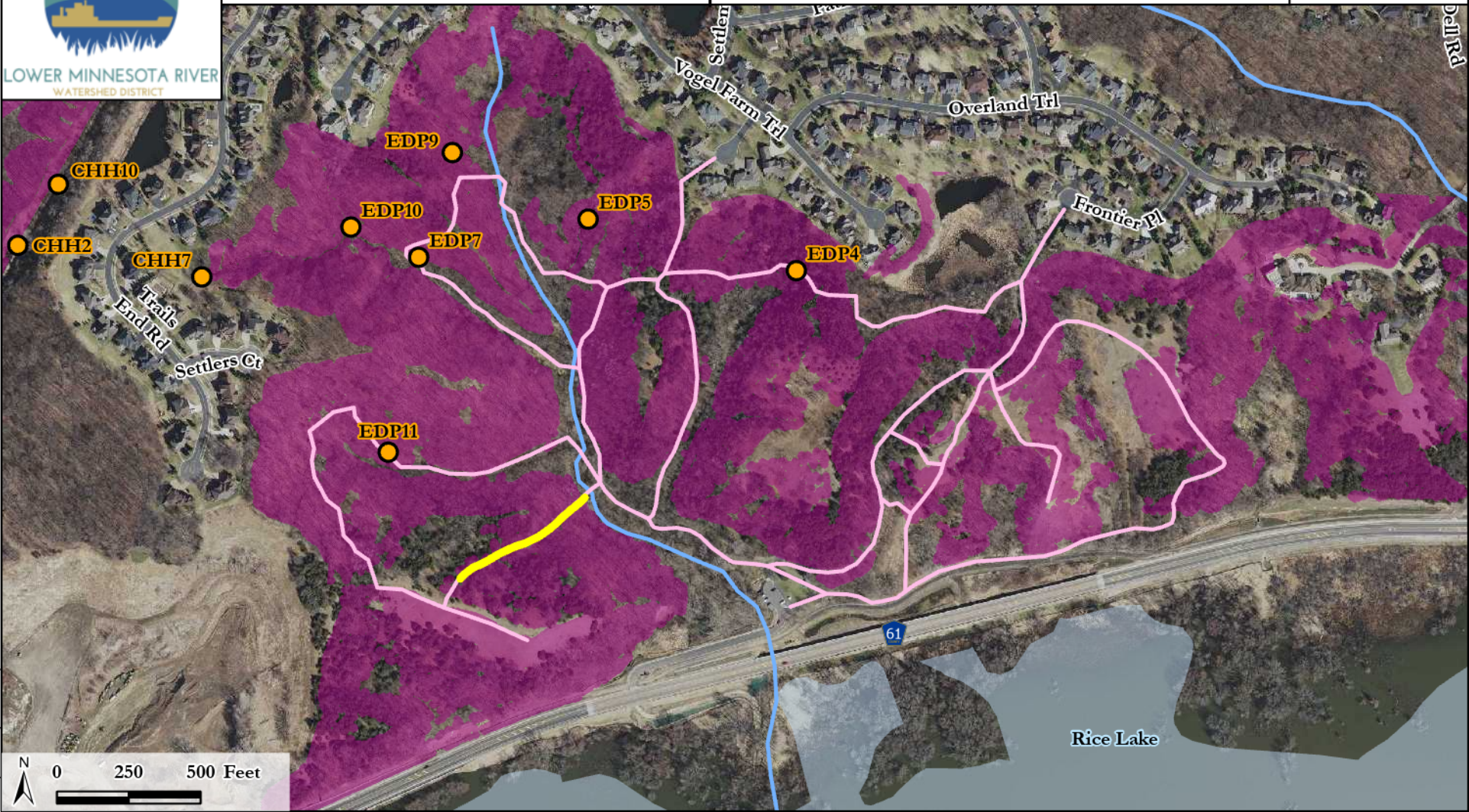


LOWER MINNESOTA RIVER  
WATERSHED DISTRICT

# Richard T Anderson West Bluff Overlook Stabilization Improvements Overview



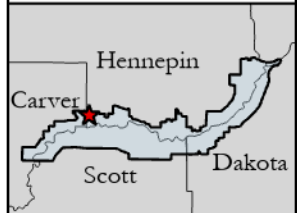
Young Environmental  
Consulting Group, LLC



## Legend

-  LMRWD High Priority Gullies
-  Project Location
-  Public Waterbodies
-  Unnamed Stream
-  Steep Slope Overlay District
-  Trails

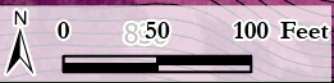
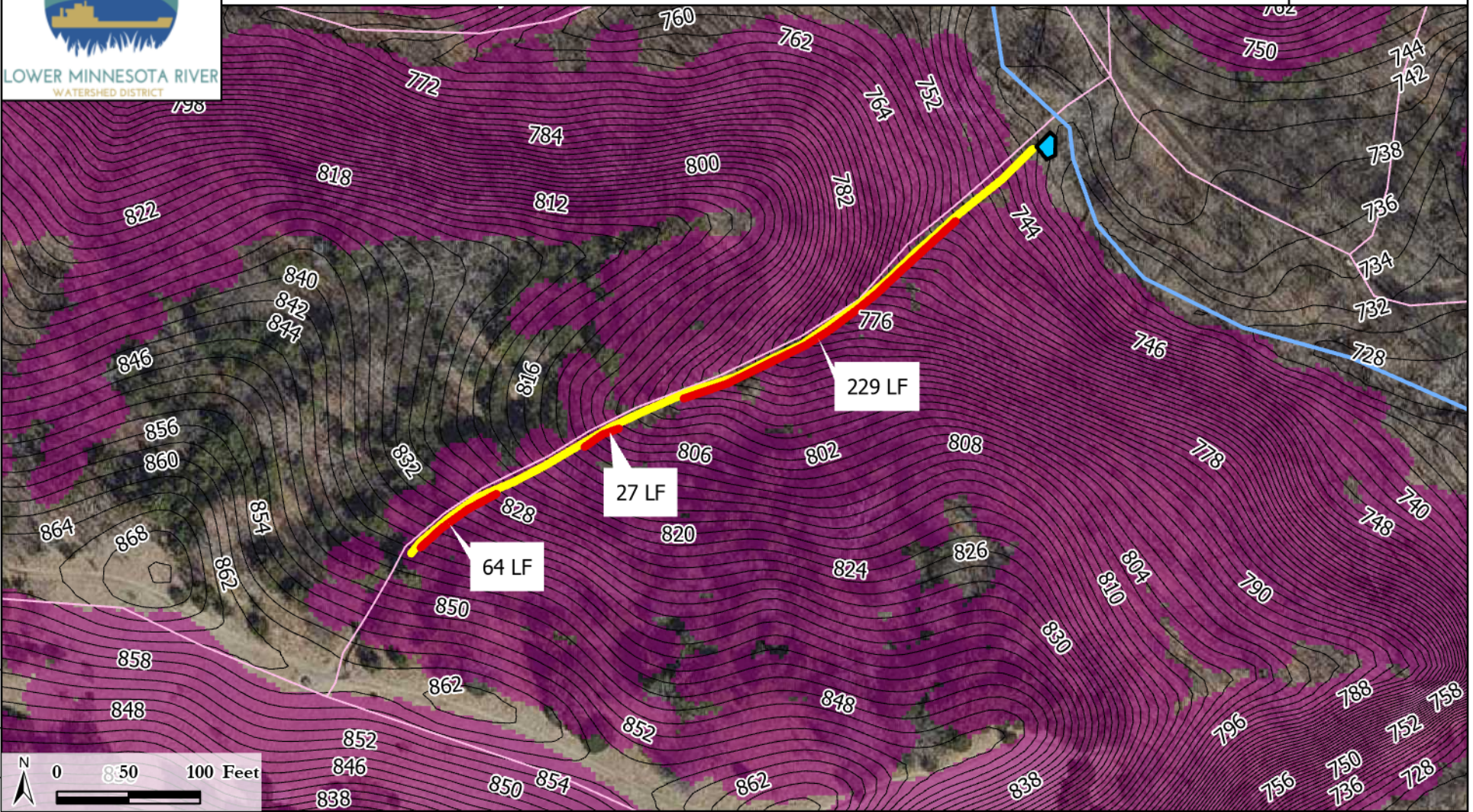
## LMRWD Location









Projects \LMRWD\ Cap. Improvement Projects \Gully Inventory\_2023 Gully\_GIS



# Richard T Anderson West Bluff Overlook Stabilization Improvements



## Legend

-  Proposed Riprap Lined Channel
-  Proposed Boulder Wall
-  Proposed Pretreatment Basin
-  Steep Slope Overlay District
-  Unnamed Stream
-  Trails

## LMRWD Location Map





## Lower Minnesota River Watershed District (LMRWD) Water Resources Restoration Fund Application

Fill out the project application. The following information is required for all projects.

Project Information	
<b>Project Name:</b>	
<b>Address/Cross Streets:</b>	
<b>Property Owner Name:</b>	
<b>City:</b>	
<b>County:</b>	
<b>Project Contact Name:</b>	
<b>Project Contact Phone:</b>	
<b>Project Contact Email:</b>	
<b>Land Access:</b>	<input type="checkbox"/> Private Access Only <input type="checkbox"/> Partially Private Access <input type="checkbox"/> Partially Public Access <input type="checkbox"/> Public Access
<b>Describe Access Location:</b>	
<b>Attach access map showing:</b>	<ul style="list-style-type: none"><li>• Public versus private land</li><li>• Limits of disturbance</li><li>• Property lines and property ownership</li><li>• Right-of-way (ROW) and access information</li></ul>
<b>Attach project map showing:</b>	<ul style="list-style-type: none"><li>• Project location</li><li>• Project features</li><li>• Watershed boundary (if applicable)</li><li>• Waterbodies to which the project drains</li><li>• Calcareous fens (if applicable)</li><li>• Trout streams (if applicable)</li><li>• Minnesota Pollution Control Agency (MPCA) Impaired Waters (if applicable)</li></ul>
<b>List Project Partners:</b>	



**What is the proposed project schedule?** (Estimated schedule is acceptable. Please indicate the finality of the schedule. For construction projects, at a minimum, provide the estimated bid opening date, construction start date, and length of anticipated construction.) Describe factors that may affect your anticipated schedule, if any.

Provide a project narrative informing the LMRWD how the project addresses similar goals of the LMRWD Watershed Management Plan ([Watershed Management Plan, Section 3: Goals, Policies, and Strategies](#)). Address how the project meets of the goals of the local governmental unit's (LGU) surface water management plan. Describe the goals, need, size, and quantifiable benefits of the project. Project narratives should include a summary of existing and proposed conditions. Reference attachments as necessary.

<b>Funding</b>	
Funding Amount Request from LMRWD (up to 25% of total cost):	\$ _____
Matching Funds from applicant and additional partners	Applicant Contribution \$ _____
	\$ _____
	\$ _____
	\$ _____
Total Project Cost (attach engineer's cost estimate if project has not yet been bid or fee estimate if your project is not a construction project)	\$ _____
<b>Attach</b> cost/fee estimate or bidded construction cost	
Is the project in the LMRWD Watershed Management Plan Capital Improvement Projects Section (pg. 188/259 of the Watershed Management Plan)?	<input type="checkbox"/> Yes (If Yes, what is the name of the project as identified in the Plan?): _____ <input type="checkbox"/> No
Is the project included in the LGU Local Comprehensive Plan or LGU Surface Water Management Plan (SWMP)?	<input type="checkbox"/> Local Comprehensive Plan Location (Section and Page No.): _____ <input type="checkbox"/> SWMP Location (Section and Page No.): _____
What waterbody(s) does your project drain to?	Name(s): _____
Are any of these waterbodies an MPCA listed impaired water, designated trout stream, calcareous fen, or Minnesota Department of Natural Resources (DNR)-Protected wetland? <a href="#">Minnesota Impaired Waters List</a>	<input type="checkbox"/> Yes (If Yes, Name/s): _____ _____ <input type="checkbox"/> No
What issues does the project address within the LGU Local Comprehensive Plan or SWMP?	

Please fill out the rest of the application form as it applies to your project.

The following sections may not apply to all projects.

If a section does not apply, please select not applicable (N/A).

Stormwater Volume Control	
Does your project propose any volume control or reduction of stormwater runoff?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
If yes, what is the estimated total volume reduction? (Ensure your project narrative describes method of stormwater volume control)	

Pollutant Management									
Does your project propose pollutant management to prevent impairment or protect downstream resources?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A								
Is the downstream resource impaired for any pollutants? <a href="#">Minnesota's Impaired Waters List</a>	<input type="checkbox"/> Yes (If yes, list the impairments): <hr/> <input type="checkbox"/> No								
What are the pollutants targeted and their percent reduction because of the project? (Ensure that your project narrative describes the method of pollutant management)	<table border="1"> <thead> <tr> <th>Pollutant</th> <th>Percent Reduction</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Pollutant	Percent Reduction						
	Pollutant	Percent Reduction							

Brief Description of Habitat Restoration Benefits
<p>Please provide a brief description (500 words or less) about how the proposed project provides habitat benefit (i.e. increase in native plantings, removing dams, aquatic connectivity, riparian restoration, wetland restoration, forest management). If project is in a stream or river, please provide the <a href="#">MPCA Stream Habitat Assessment</a> (MSHA) score (or other stream habitat assessment), documentation, and photos (if applicable).</p>

Streambank Stabilization	
Is there a designed streambank restoration component of the project?	<input type="checkbox"/> Yes If Yes, what is the proposed length to be stabilized: _____ <input type="checkbox"/> N/A
Has the current bank stability been evaluated? (i.e. Bank Erosion Hazard Index, MPCA Channel Condition and Stability Index, Minnesota Department of Transportation (MnDOT) Hydlnfra, etc.) Please attach supporting documentation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
What is the current streambank stability? Please attach supporting documentation and photos.	<input type="checkbox"/> Very Stable <input type="checkbox"/> Stable <input type="checkbox"/> Moderately Unstable <input type="checkbox"/> Unstable
Permitting	
Does the project trigger any <a href="#">LMRWD Rules</a> (if applicable)?	<input type="checkbox"/> Rule B: Erosion and Sediment Control <input type="checkbox"/> Rule C: Floodplain and Drainage Alteration <input type="checkbox"/> Rule D: Stormwater Management: <input type="checkbox"/> Rule F: Steep Slopes <input type="checkbox"/> N/A
If the project triggers LMRWD Rules, summarize how the project intends to comply with the Rules (i.e. stormwater management).	
Provide documentation of additional permitting requirements from regulatory agencies (e.g., Minnesota DNR, MPCA, and/or additional city permits). Identify which permits are required and provide their status (in-progress, obtained, etc.) Before funds are dispersed, copies of approved permits will be required; however, approval is not required for application eligibility.	
Permit	Status

**Construction Plans**

**Attach** Construction Plan Sheets  
(if applicable)



RICE LAKE



# Richard T. Anderson Bluff Overlook Trail Project

## Trails

- Paved / Hardsurface
- Unpaved / Softsurface

- Project Location
- Park Boundary
- Unnamed Stream
- Watershed District Boundary



**OPINION OF PROBABLE COST**  
**CITY OF EDEN PRAIRIE**  
**RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT**  
**STANTEC PN: 227706585**  
**CONCEPTUAL PLANS**  
**February 28, 2024**

NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>BASE BID SCHEDULE</b>					
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 25,000.00	\$ 25,000.00
2	TREE REMOVAL	EA	25	\$ 575.00	\$ 14,375.00
3	DOWNED TREE AND MINOR BRUSH REMOVAL ALONG PATH	LS	1	\$ 2,500.00	\$ 2,500.00
4	REMOVE EXISTING TIMBER STEPS	EA	9	\$ 500.00	\$ 4,500.00
5	REMOVE EXISTING BENCH AND FOOTINGS	EA	1	\$ 750.00	\$ 750.00
6	LANNON STONE STEPS (8"x8"x4')	EA	160	\$ 650.00	\$ 104,000.00
7	3/4" CRUSHED ROCK	TON	28	\$ 100.00	\$ 2,800.00
8	COMMON EXCAVATION - OFFSITE (EV)	CY	80	\$ 50.00	\$ 4,000.00
9	STREET SWEEPER w/PICKUP BROOM	HR	8	\$ 175.00	\$ 1,400.00
10	RANDOM RIPRAP CLASS II	TON	230	\$ 125.00	\$ 28,750.00
11	RANDOM RIPRAP CLASS III (DITCH CHECKS)	TON	13	\$ 150.00	\$ 1,950.00
12	BOULDER RETAINING WALL (2-4-FOOT MAX HEIGHT)	LF	320	\$ 175.00	\$ 56,000.00
13	TRAFFIC CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00
14	PRETREATMENT SETTLING BASIN	LS	1	\$ 10,000.00	\$ 10,000.00
15	TEMPORARY ROCK CONSTRUCTION ENTRANCE - MAINTAINED	LS	1	\$ 3,000.00	\$ 3,000.00
16	SEED AND SLOPE STABILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00
<b>SUBTOTAL</b>					\$ 273,025.00
<b>[30%] CONTINGENCY</b>					\$ 28,000.00
<b>TOTAL OPINION OF PROBABLE CONSTRUCTION COST</b>					<b>\$ 301,025.00</b>

# CONCEPTUAL CONSTRUCTION PLANS

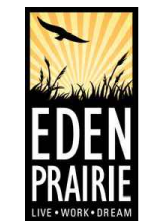
FOR

# RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT

HENNEPIN COUNTY, MINNESOTA  
 FEBRUARY 2024

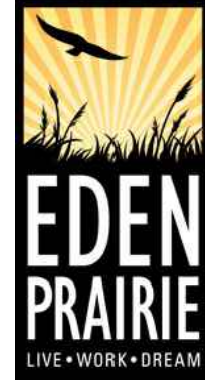


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 PLYMOUTH MN, 55447  
 PHONE: 763-479-4200  
 FAX: 763-479-4242  
 WWW.STANTEC.COM

CLIENT:  
  
**CITY OF EDEN PRAIRIE**  
 PRAIRIE  
 8080 MITCHELL RD  
 EDEN PRAIRIE, MN 55344

PROJECT TITLE:  
**RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT**  
 EDEN PRAIRIE,  
 HENNEPIN COUNTY, MINNESOTA

**CLIENT**

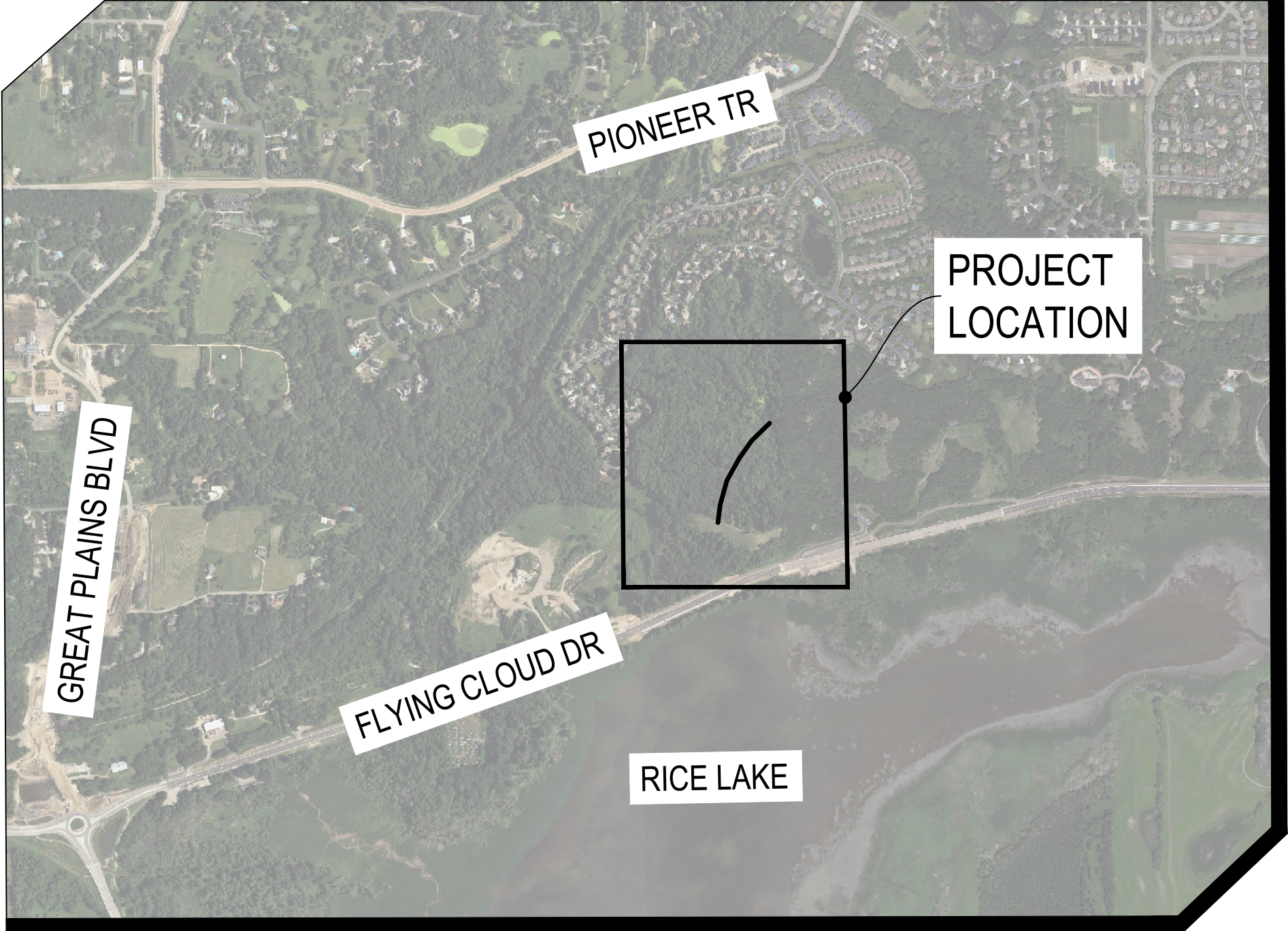


CITY OF EDEN PRAIRIE  
 8080 MITCHELL RD  
 EDEN PRAIRIE, MN 55344  
 (P) - (952) 949-8536  
 (E) - J.GOBLIRSCH@EDENPRAIRIE.ORG  
 CONTACT: JASON GOBLIRSCH

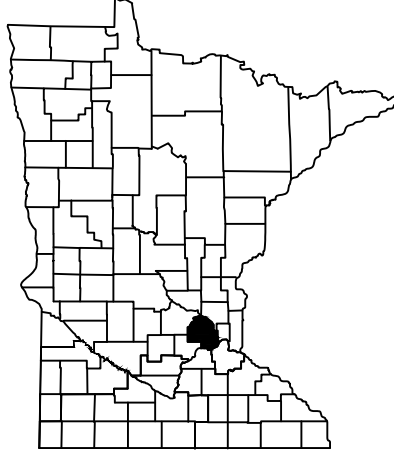
**ENGINEER**



STANTEC CONSULTING SERVICES, INC.  
 ONE CARLSON PARKWAY N  
 SUITE 100  
 PLYMOUTH, MINNESOTA 55447  
 (P) - (763) 252-6819  
 (E) - SARAH.HARDING@STANTEC.COM  
 CONTACT: SARAH HARDING



**VICINITY MAP**  
 NOT TO SCALE



**PROJECT LOCATION**  
 CITY: EDEN PRAIRIE  
 COUNTY: HENNEPIN

**WARNING:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.  
 THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.  
 CALL BEFORE YOU DIG  
**GOPHER STATE ONE CALL**  
 TWIN CITY AREA: 651-454-0002  
 TOLL FREE 1-800-232-1166

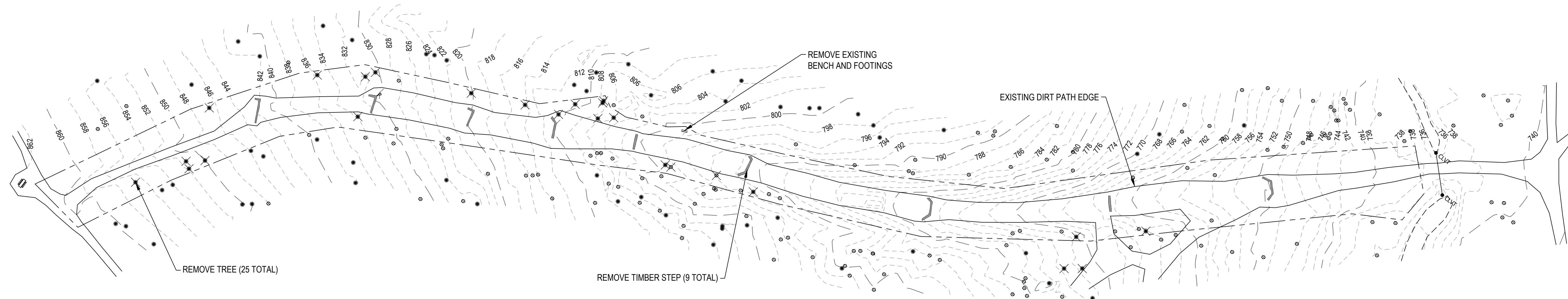
DATE	DESCRIPTION	ISSUE NO.
2/28/2024	CONCEPTUAL PLANS	1

CERTIFICATION:  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 LICENSE NO.:  
 DATE:

PROJECT NO.: 227706585  
 DWN BY: JRP    CHKD BY: SEH    APP'D BY: SEH  
 ISSUE DATE: 2/28/2024  
 ISSUE NO.: 1  
 SHEET TITLE:  
 COVER SHEET  
 SHEET NO.:  
**G-001**

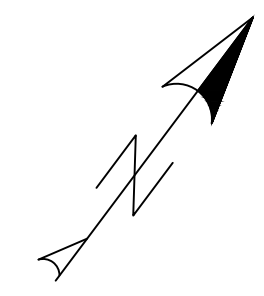
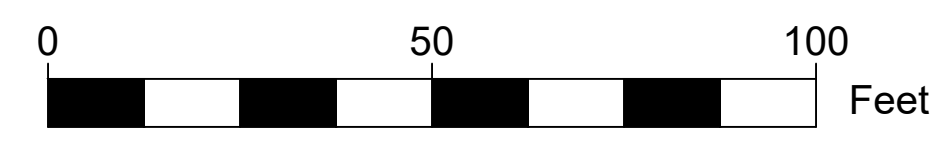


2/28/2024 8:02:12 AM



- NOTE:**
1. ALL DISTURBED AREAS SHALL BE RESTORED WITH NATIVE SEED AND EROSION CONTROL BLANKET CATEGORY 25 AS SHOWN IN THE RESTORATION PLAN.
  2. DOUBLE SILT FENCE SHALL BE INSTALLED AT THE BOTTOM OF THE HILL TO PREVENT SEDIMENT FROM DISCHARGING INTO THE ADJACENT STREAM.
  3. A ROCK CONSTRUCTION ENTRANCE SHALL BE INSTALLED AND MAINTAINED AT THE ACCESS LOCATION.
  4. PROTECT CULVERT THAT RUNS UNDER THE ACCESS PATH AT THE BOTTOM OF THE HILL.
  5. REMOVE ALL EVERGREEN TREES WITHIN 10-FEET OF EITHER SIDE OF THE EXISTING PATH (23 TOTAL).
  6. REMOVE ADDITIONAL TREES AS SHOWN ON THE CONSTRUCTION PLANS ABOVE (2 TOTAL).
  7. PROTECT ALL TREES NOT SPECIFIED FOR REMOVAL.
  8. REMOVE ALL DOWNED TREES AND BRANCHES WITHIN 10-FEET OF EXISTING PATH.

- LEGEND**
- 901 --- EXISTING MINOR CONTOUR
  - 900 --- EXISTING MAJOR CONTOUR
  - EXISTING DIRT PATH EDGE
  - --- CONSTRUCTION LIMITS
  - REMOVE TIMBER STEP
  - ✕ REMOVE TREE
  - ▨ REMOVE BENCH AND FOOTINGS



\\ud042\pfiles01\lhamed\_projects\227706585\drafting\PROJECT NAMES DESIGN\1\_CADD3 PLANS\SHEETS\227706585\_C-001 EXISTING CONDITIONS AND REMOVALS.rvt

**Stantec**

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WWW.STANTEC.COM

CLIENT:

**CITY OF EDEN PRAIRIE**  
8080 MITCHELL RD  
EDEN PRAIRIE, MN 55344

**RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT**  
EDEN PRAIRIE, HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE	RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT	
ISSUE NO.	1	
DESCRIPTION	CONCEPTUAL PLANS	
DATE	2/28/2024	

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\_\_\_\_\_  
LISE NO.:  
DATE:

PROJECT NO.: 227706585

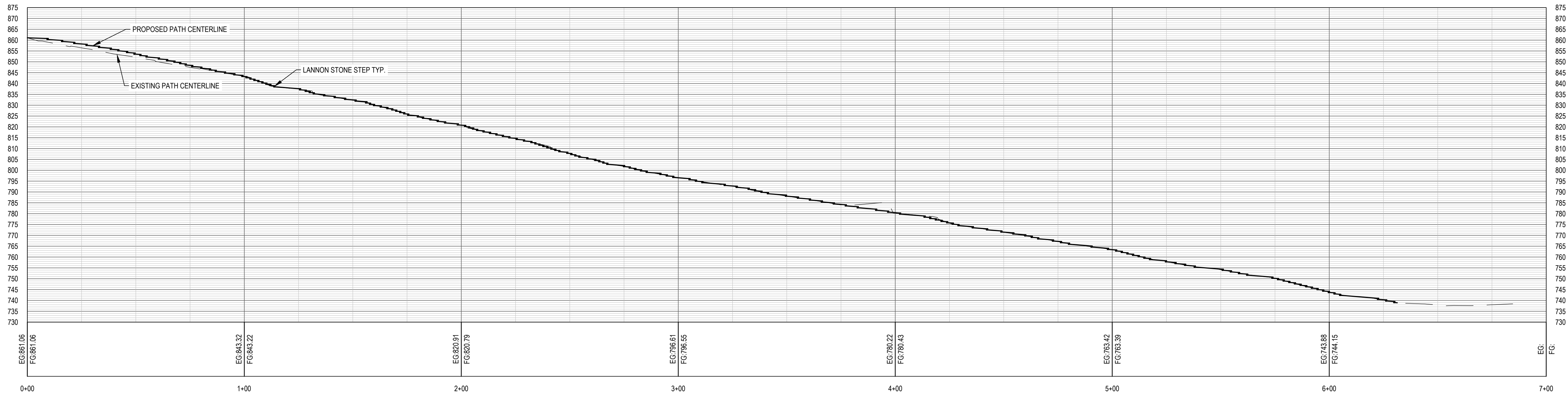
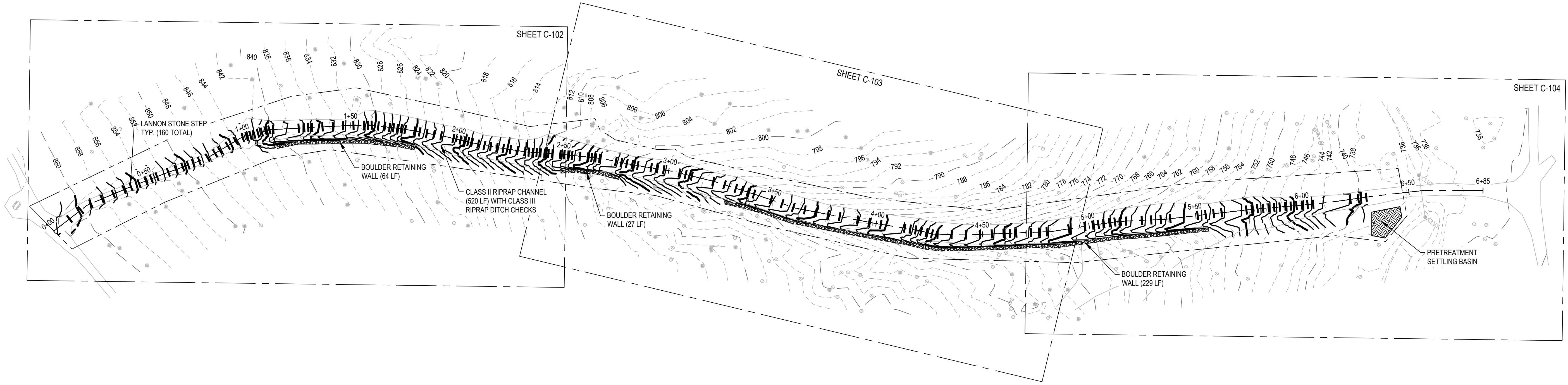
DWN BY: JRP	CHKD BY: SEH	APPD BY: SEH
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ISSUE DATE: 2/28/2024

ISSUE NO.: 1

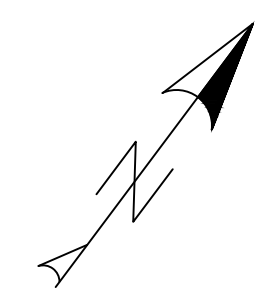
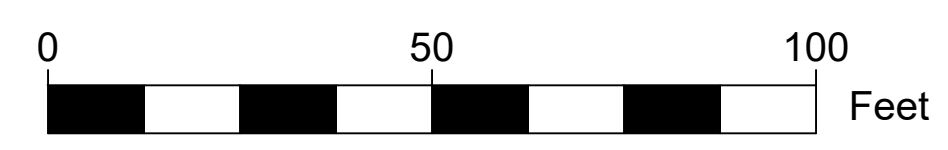
SHEET TITLE:  
EXISTING CONDITIONS AND REMOVALS PLAN

SHEET NO.:  
**C-001**

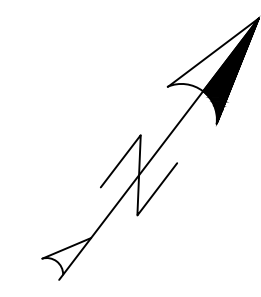
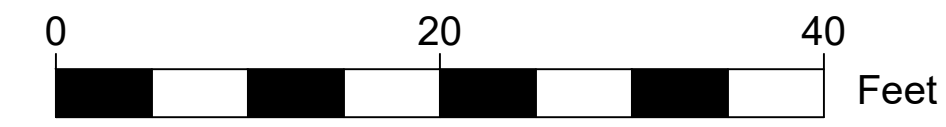
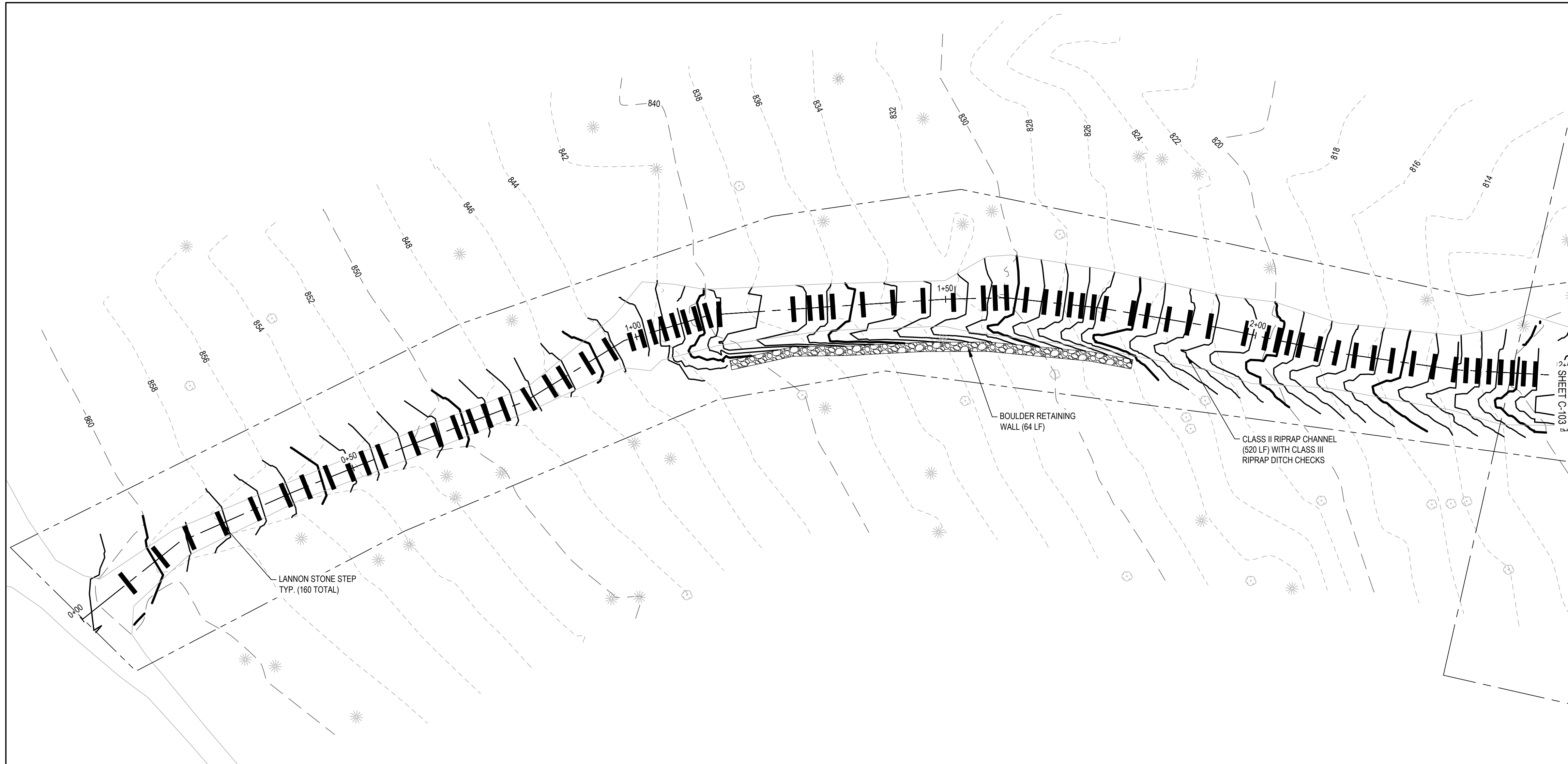


- NOTE:**
- LANNON STONE STEPS SHALL HAVE ROUGH DIMENSIONS OF 8-INCH BY 8-INCH BY 4-FEET.
  - THE BOULDER RETAINING WALL SHALL BE STEPPED AND HAVE A MAXIMUM HEIGHT OF 2-4- FEET.
  - A PRETREATMENT SETTLING BASIN SHALL BE INSTALLED AT THE BOTTOM OF THE SLOPE BEFORE WATER FROM THE CHANNEL DISCHARGES INTO THE CREEK.
  - CLASS II RIPRAP CHANNEL SHALL HAVE A 1-FOOT BOTTOM WIDTH AND 1-FOOT DEPTH WITH 2:1 SIDE SLOPES.
  - CLASS III RIPRAP DITCH CHECKS SHALL BE KEYED-IN AT EVERY 10- FEET OF ELEVATION DROP IN CHANNEL.

- LEGEND**
- 901 -- EXISTING MINOR CONTOUR
  - 900 - EXISTING MAJOR CONTOUR
  - EXISTING DIRT PATH EDGE
  - - - - CONSTRUCTION LIMITS
  - █ INSTALL LANNON STONE STEP (8"X8"X4')
  - █ BOULDER RETAINING WALL (2-4' MAX HEIGHT)
  - █ PRETREATMENT SETTLING BASIN

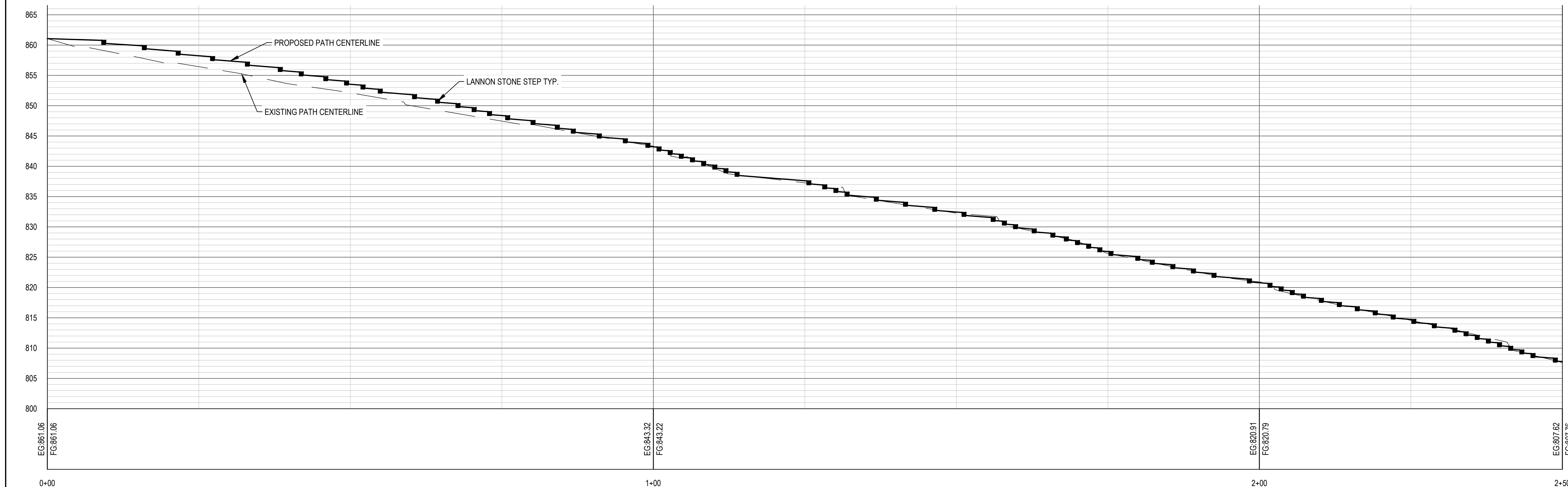


PROJECT TITLE	RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT		
ISSUE NO.	1		
DESCRIPTION	CONCEPTUAL PLANS		
DATE	2/28/2024		
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LICENSE NO.:			
PROJECT NO.:	227706585		
DWN BY:	JRP	CHK'D BY:	SEH
ISSUE DATE:	2/28/2024	APP'D BY:	SEH
ISSUE NO.:	1		
SHEET TITLE:	GRADING AND EROSION CONTROL PLAN		
SHEET NO.:	C-101		



- NOTE:
- LANNON STONE STEPS SHALL HAVE ROUGH DIMENSIONS OF 8-INCH BY 8-INCH BY 4-FEET.
  - THE BOULDER RETAINING WALL SHALL BE STEPPED AND HAVE A MAXIMUM HEIGHT OF 2-4-FEET.
  - A PRETREATMENT SETTLING BASIN SHALL BE INSTALLED AT THE BOTTOM OF THE SLOPE BEFORE WATER FROM THE CHANNEL DISCHARGES INTO THE CREEK.
  - CLASS II RIPRAP CHANNEL SHALL HAVE A 1-FOOT BOTTOM WIDTH AND 1-FOOT DEPTH WITH 2:1 SIDE SLOPES.
  - CLASS III RIPRAP DITCH CHECKS SHALL BE KEYED-IN AT EVERY 10-FEET OF ELEVATION DROP IN CHANNEL.

- LEGEND
- - 901 - - EXISTING MINOR CONTOUR
  - 900 - EXISTING MAJOR CONTOUR
  - EXISTING DIRT PATH EDGE
  - - - - CONSTRUCTION LIMITS
  - █ INSTALL LANNON STONE STEP (8"X8"X4')
  - ▨ BOULDER RETAINING WALL (2-4' MAX HEIGHT)



**Stantec**

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CLIENT:

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EDEN PRAIRIE, MN 55344

**RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT**  
EDEN PRAIRIE, MINNESOTA  
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE

ISSUE NO.	DESCRIPTION	DATE
1	CONCEPTUAL PLANS	2/28/2024

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DATE: \_\_\_\_\_  
LICENSE NO.: \_\_\_\_\_

PROJECT NO.: 227706585

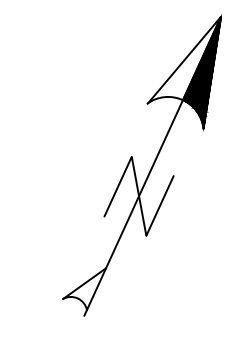
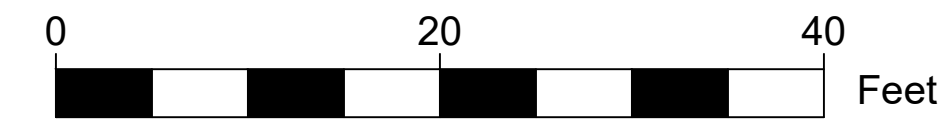
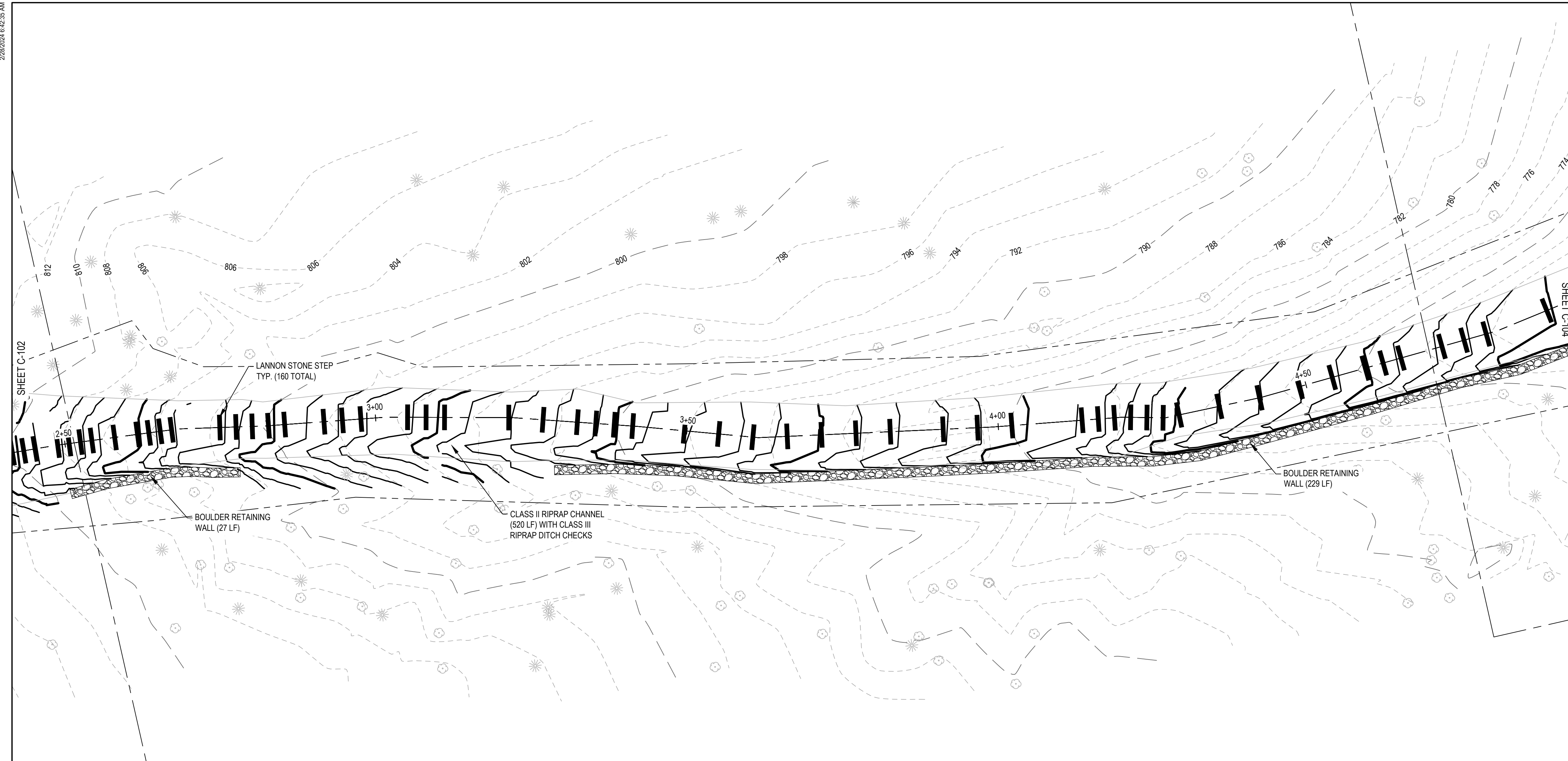
DWN BY: JRP    CHKD BY: SEH    APPD BY: SEH

ISSUE DATE: 2/28/2024

ISSUE NO.: 1

SHEET TITLE:  
GRADING AND EROSION CONTROL PLAN

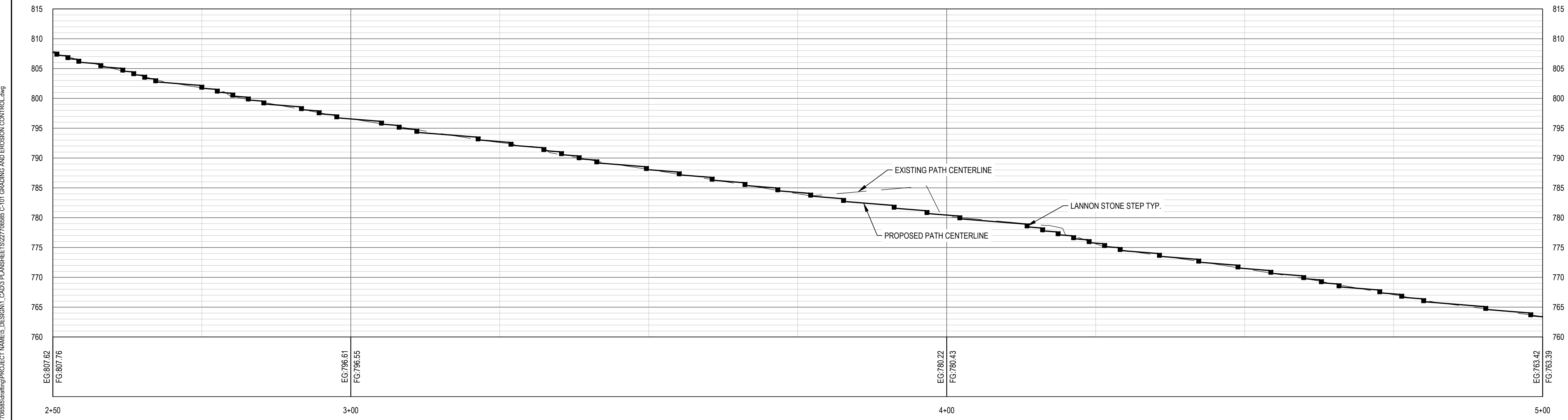
SHEET NO.: **C-102**



- NOTE:**
1. LANNON STONE STEPS SHALL HAVE ROUGH DIMENSIONS OF 8-INCH BY 8-INCH BY 4-FEET.
  2. THE BOULDER RETAINING WALL SHALL BE STEPPED AND HAVE A MAXIMUM HEIGHT OF 2-4-FEET.
  3. A PRETREATMENT SETTLING BASIN SHALL BE INSTALLED AT THE BOTTOM OF THE SLOPE BEFORE WATER FROM THE CHANNEL DISCHARGES INTO THE CREEK.
  4. CLASS II RIPRAP CHANNEL SHALL HAVE A 1-FOOT BOTTOM WIDTH AND 1-FOOT DEPTH WITH 2:1 SIDE SLOPES.
  5. CLASS III RIPRAP DITCH CHECKS SHALL BE KEYED-IN AT EVERY 10-FOET OF ELEVATION DROP IN CHANNEL.

**LEGEND**

--- 901 ---	EXISTING MINOR CONTOUR
--- 900 ---	EXISTING MAJOR CONTOUR
---	EXISTING DIRT PATH EDGE
---	CONSTRUCTION LIMITS
█	INSTALL LANNON STONE STEP (8"x8"x4')
█	BOULDER RETAINING WALL (2-4' MAX HEIGHT)



**Stantec**  
 ONE CARLSON PARKWAY, SUITE 100  
 PLYMOUTH MN, 55447  
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 FAX: 763-479-4242  
 WWW.STANTEC.COM

CLIENT:  
  
**CITY OF EDEN PRAIRIE**  
 8080 MITCHELL RD  
 EDEN PRAIRIE, MN 55344

**RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT**  
 EDEN PRAIRIE, MINNESOTA  
 HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE: RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT

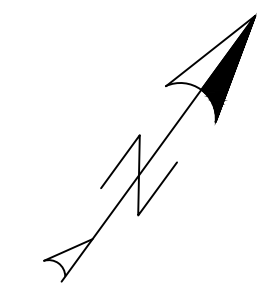
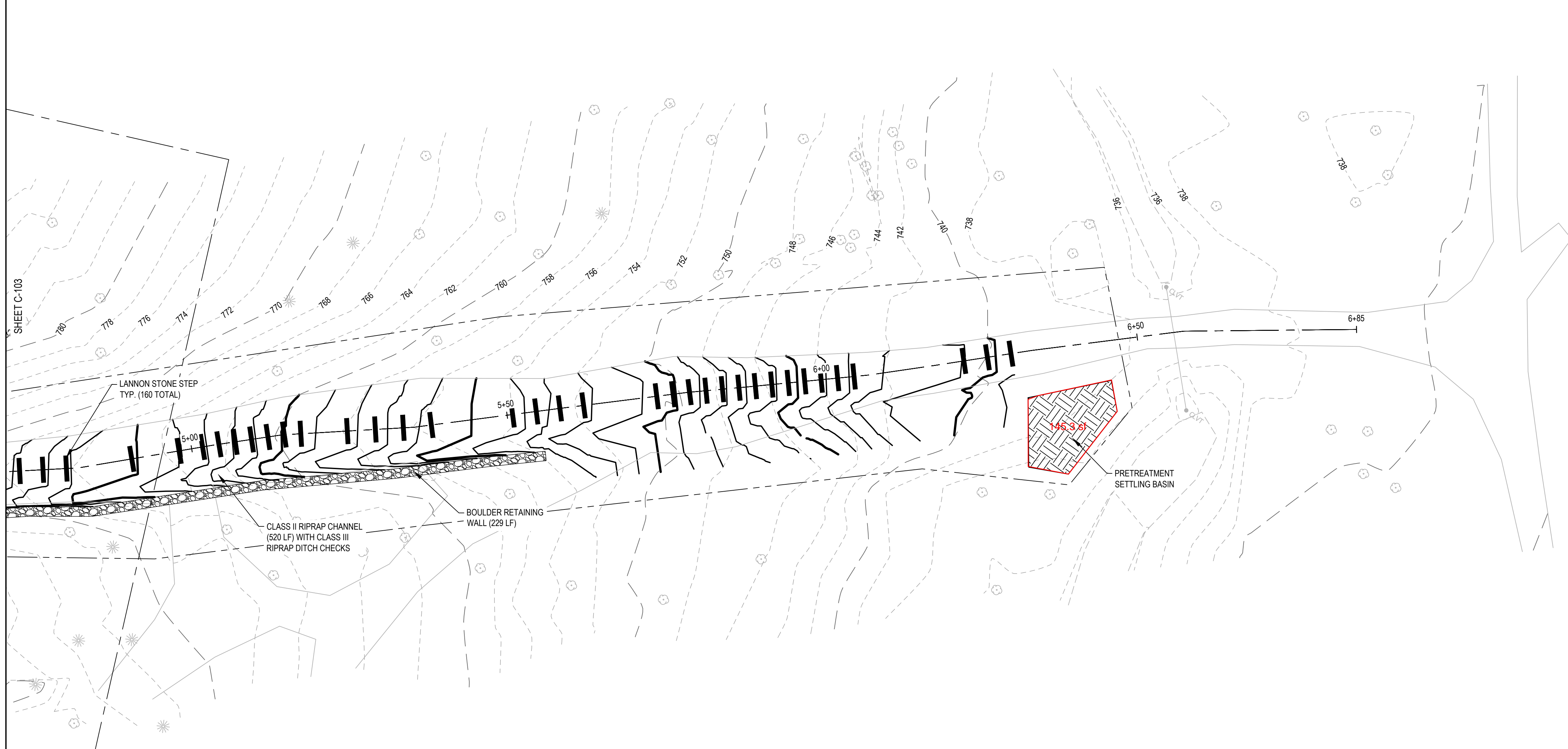
ISSUE NO.	DESCRIPTION	DATE
1	CONCEPTUAL PLANS	2/28/2024

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DATE: \_\_\_\_\_  
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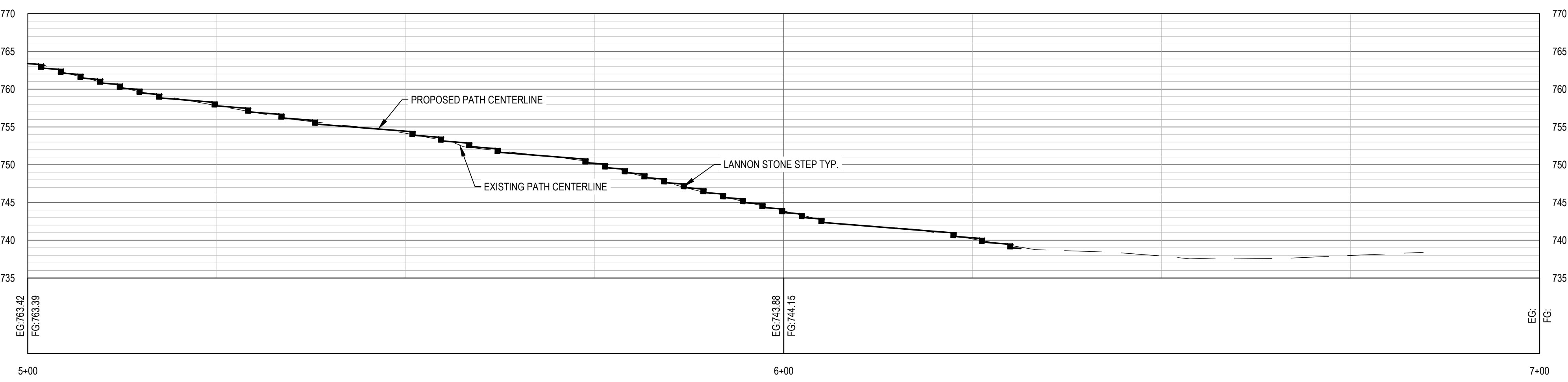
PROJECT NO.: 227706585  
 DWN BY: JRP    CHK'D BY: SEH    APP'D BY: SEH  
 ISSUE DATE: 2/28/2024  
 ISSUE NO.: 1

SHEET TITLE: GRADING AND EROSION CONTROL PLAN  
 SHEET NO.: **C-103**



- NOTE:
1. LANNON STONE STEPS SHALL HAVE ROUGH DIMENSIONS OF 8-INCH BY 8-INCH BY 4-FEET.
  2. THE BOULDER RETAINING WALL SHALL BE STEPPED AND HAVE A MAXIMUM HEIGHT OF 2-4-FEET.
  3. A PRETREATMENT SETTLING BASIN SHALL BE INSTALLED AT THE BOTTOM OF THE SLOPE BEFORE WATER FROM THE CHANNEL DISCHARGES INTO THE CREEK.
  4. CLASS II RIPRAP CHANNEL SHALL HAVE A 1-FOOT BOTTOM WIDTH AND 1-FOOT DEPTH WITH 2:1 SIDE SLOPES.
  5. CLASS III RIPRAP DITCH CHECKS SHALL BE KEYPED-IN AT EVERY 10-FEET OF ELEVATION DROP IN CHANNEL.

- LEGEND
- 901 --- EXISTING MINOR CONTOUR
  - 900 --- EXISTING MAJOR CONTOUR
  - — — EXISTING DIRT PATH EDGE
  - CONSTRUCTION LIMITS
  - █ INSTALL LANNON STONE STEP (8"x8"x4')
  - ▨ BOULDER RETAINING WALL (2-4' MAX HEIGHT)
  - ▧ PRETREATMENT SETTLING BASIN



**Stantec**

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CLIENT:

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8080 MITCHELL RD  
EDEN PRAIRIE, MN 55344

**RICHARD T. ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT**

EDEN PRAIRIE, MINNESOTA  
HENNEPIN COUNTY, MINNESOTA

PROJECT TITLE

ISSUE NO.	1
DATE:	2/28/2024
DESCRIPTION:	CONCEPTUAL PLANS

CERTIFICATION:

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

APPROVED FOR CONSTRUCTION

LICENSE NO.:  
DATE:

PROJECT NO.: 227706585

DWN BY:	CHKD BY:	APPD BY:
JRP	SEH	SEH

ISSUE DATE: 2/28/2024

ISSUE NO.: 1

SHEET TITLE:  
**GRADING AND EROSION CONTROL PLAN**

SHEET NO.:  
**C-104**

## Attachment 2—Funding Request Evaluation

### Funding Request Evaluation

LMRWD continues to receive inquiries from municipalities and other partners for project funding support. Historically, because the requests were infrequent and appeared to compete with other requests or priorities, the decision to provide financial assistance was not supported by documented criteria nor scoring. Recently, with the request from the City of Carver for the levee project, Young Environmental developed the following scoring system, which was applied to this request.

The goal of the scoring system is to establish impartial and fair evaluations for all District funding requests based on the project's alignment with the goals, policies, and strategies of the LMRWD Watershed Management Plan. Projects are scored on nine different metrics, detailed below, for a possible 82 points.

- 1. Project Type (Maximum 24 points):** The Project Type Score considers whether a proposed project is tributary to an impaired waterway, if it solves an issue previously identified by the community or LMRWD plans, and whether the project is explicitly included in the community or LMRWD plans. Points are awarded based on how well the project aligns with the community or LMRWD plans.
- 2. Plan Goals (Maximum 9 points):** The Plan Goals Score gives credit depending on how well-aligned a proposed project is with the goals of the LMRWD Watershed Plan. Projects are assigned a score of 0 through 9 based on how many of the LMRD's goals are addressed.
- 3. Water Capture (Maximum 7 points):** The Water Capture Score gives credit to projects that meet or exceed the standards for stormwater runoff volume management. Projects are assigned a score of 0 to 7 based on the amount of volume reduction that the proposed project provides.
- 4. Pollutant Management (Maximum 7 points):** The Pollutant Management Score gives credit to projects that meet or exceed the amount of water quality treatment provided beyond what is required for regulatory purposes. Projects without a pollutant reduction component will receive a score of 0, whereas those that reduce pollutant loading to downstream resources can receive a score of up to 7.
- 5. Habitat Restoration (Maximum 7 points):** The Habitat Restoration Score gives credit to projects that provide habitat benefits. Projects with no habitat benefit receive a score of 0. Projects likely to achieve habitat benefits as a secondary project benefit receive a score of 3. Projects that include a replacement of the existing habitat with an improved habitat receive a score of 5. Projects that include habitat creation or enhancement as the primary purpose of the project receive a score of 7.

- 6. Bank Stabilization (Maximum 7 points):** The Bank Stabilization Score gives credit to projects that restore or stabilize degraded gullies, streambanks or shorelines. A project is assigned a bank stabilization score based on the length of the gully, streambank, or shoreline restored or stabilized and the level of existing degradation. This metric is only applied to projects with a designed restoration component (versus indirect benefits). Projects without a designed bank or shoreline restoration component are assigned a score of 0.
- 7. Watershed Benefits (Maximum 7 points):** The Watershed Benefits Score gives credit to projects that provide benefits beyond the immediate site location. Scores are based on where the proposed project is located within the watershed, giving greater weight to those near headwaters.
- 8. Partnership Opportunities (Maximum 7 points):** The Partnership Opportunity Score gives credit to projects that allow the LMRWD to partner with other organizations. The LMRWD is interested in being a project partner with its member communities. A project receives the maximum score of 7 if one or more of the partners is a financial contributor to the project.
- 9. Public Education (Maximum 7 points):** The Public Education Score gives credit to projects that spread awareness of the LMRWD's projects and their benefits to the public. The score is based on the accessibility of the final project, giving the greatest weight to those on public lands with public access.

Using the total points scored, projects fit in one of four priority categories (e.g., low, low-to-moderate, moderate-to-high, high), as shown in Table 1.

*Table 1. LMRWD Funding Request Scoring Priority*

Project Score	Priority	Recommended Action
0–19	Low	Do not recommend funding requests at this time; additional information may be needed to evaluate the potential project more fully.
20–40	Low-to-Moderate	Work with project sponsors to incorporate more District goals, policies, or strategies.
41–61	Moderate-to-High	Consider partial funding requests, with funding amount and design components that align with District priorities.
62–82	High	Recommend full funding request as presented.

COST SHARE AGREEMENT FORCITY OF EDEN PRAIRIE RICHARD T. ANDERSON WEST BLUFF OVERLOOK  
STABILIZATION PROJECT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Lower Minnesota River Watershed District, a Minnesota watershed district (hereinafter the "LMRWD"), and the City of Eden Prairie, a Minnesota municipal corporation (hereinafter the "City")

WITNESSETH:

WHEREAS, the LMRWD has adopted the Watershed Management Plan for the Lower Minnesota River Watershed District, 2018-2027 on October 24, 2018 (hereinafter the "Plan"), as required by Minnesota Statutes, chapters 103B and 103D, and Minnesota Rules (MN Rules) part 8410; and

WHEREAS, the Plan includes an Implementation Program Budget with annual funding for Cost Sharing and Water Quality Restoration; and

WHEREAS, the City presented the City of Eden Prairie – Richard T. Anderson (RTA) West Bluff Overlook Stabilization Project (hereinafter the "Project") to the LMRWD Board of Managers at their regular meeting on April 17, 2024, requesting a cost share from the LMRWD; and

WHEREAS, RTA is a trail and recreation area located inside the LMRWD Steep Slopes Overlay District; and

WHEREAS, within the RTA is an eroding ravine causing sedimentation and pollution in the Minnesota River; and

WHEREAS, Ravine stabilization is included in the Project and is anticipated to have water quality benefits to downstream waterbodies by reducing total phosphorus loading by approximately 8.1-16 pounds per year and reducing sediment loading by approximately 40-80 tons per year; and

WHEREAS, the LMRWD Board of Managers at their regular meeting on April 17, 2024 approved a \$34,661 contribution toward the Project, of which 90% shall be paid upon substantial completion and the remaining 10% after total completion; and

WHEREAS, the Eden Prairie City Council awarded a contract for the Project at their regular meeting on October 15, 2024 to Kurilla Contracting.

NOW, THEREFORE, on the basis of the premises and mutual covenants and agreements hereinafter set forth, the parties agree as follows:



1. The foregoing recitals are incorporated into this Agreement by reference.
2. The Project consists of improvements to City of Eden Prairie RTA West Bluff Overlook Stabilization as shown in Attachment A.
3. The City will pay the contractor and all other expenses related to the construction of the Project and will keep and maintain complete records of such costs incurred.
4. The LMRWD will reimburse the City \$34,661 for construction costs related to the Project. Ninety percent (90%) reimbursement will occur at the time of substantial completion and the remaining ten percent (10%) will occur after the project has passed final inspection by the LMRWD for project completion and greater than seventy percent (70%) perennial vegetation establishment. All costs of the Project incurred in excess of the reimbursement amount of \$34,661, including all costs incurred in excess of estimated project costs due to unforeseen conditions or any other cause, shall be borne by the City or secured by the City from other sources.
5. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the LMRWD.
6. The City will secure all necessary local, state, or federal permits required for construction of the Project.
7. The Project will be constructed on land owned or easements held by the City.
8. The City will have ownership of the associated improvements and will maintain them in good condition in perpetuity or until such time as they are replaced with like improvements.
9. The City will defend, indemnify, protect, and hold harmless the LMRWD and its agents, officers, and employees, from any claims arising out of the design, construction, or maintenance of the Project, including environmental claims. Nothing herein shall be deemed a waiver of the limitations of liability in Minnesota Statutes, Chapter 466.
10. This Agreement has been approved and execution authorized by action of the governing body of each Party.
11. This Agreement may be executed in counterparts.

*<signature page to follow>*

SIGNATURE PAGE TO COST SHARE AGREEMENT FOR CITY OF EDEN PRAIRIE RICHARD T.  
ANDERSON WEST BLUFF OVERLOOK STABILIZATION PROJECT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

LOWER MINNESOTA RIVER WATERSHED  
DISTRICT

CITY OF EDEN PRAIRIE

BY: \_\_\_\_\_  
Its President

BY: \_\_\_\_\_  
Its Mayor

And by: \_\_\_\_\_  
Its Administrator

And by: Amy Mankle  
Its Manager



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### **Agenda Item**

**Item 5. J. – Authorize Execution of Agreement for Services between the Lower Minnesota River Watershed District and the Coalition for a Clean Minnesota River**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

At the February 21, 2024, meeting of the Lower Minnesota River Board of Managers, the Board agreed to authorize matching contributions to the Coalition for a Clean Minnesota River. The Board authorized \$10,000 over 2024 and 2025 (\$5,000 per year) to the Coalition to continue its work to secure funding for water Storage projects in the Minnesota River Basin.

An agreement between the LMRWD and the Coalition has been developed and is attached for the Board approval and authorization to execute.

### **Attachments**

Agreement for Services between the Lower Minnesota River Watershed District and the Coalition for a Clean Minnesota River.

### **Recommended Action**

Motion to authorize execution of the Agreement for Services between the Lower Minnesota River Watershed District and the Coalition for a Clean Minnesota River

## AGREEMENT FOR SERVICES

This Agreement is between the LOWER MINNESOTA RIVER WATERSHED DISTRICT, STATE OF MINNESOTA, (the “LMRWD”) a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, with offices located at 112 East 5<sup>th</sup> Street, Suite 102, Chaska, MN 55318, and the Coalition for a Clean Minnesota River, (the “COALITION”) a 501(c)3 tax-exempt, nonprofit corporation, whose address is P.O. Box 488, New Ulm, MN 56073.

The parties agree as follows:

1. TERM OF THE AGREEMENT

On behalf of the LMRWD, the COALITION shall lobby for financial support from the federal government to support installation and construction of water storage projects throughout the Minnesota River Basin. This is a two-year commitment beginning in 2024 and terminating December 31, 2025, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

2. SERVICES TO BE PROVIDED

The COALITION shall perform the following services:

- Engage Minnesota’s Federal Congressional Delegation to obtain blocks of federal funding
- Engage local officials, SWCDs, Watershed Districts, Cities, Landowners, and Joint Powers Organizations within the Minnesota River watershed, to identify potential storage projects
- Engage potential applicants to participate in other programs or implement projects that have water storage potential
- Engage in public outreach and person to person meetings to increase awareness of water storage, soil health and other BMP programs

The COALITION agrees to the Key Performance Strategies and Indicators more fully described in Exhibit A, attached hereto and incorporated herein by reference. The COALITION will make progress reports to the LMRWD Board of Managers in October 2024, April 2025, July 2025, November 2025 and a final report in February 2026.

3. PAYMENT FOR SERVICES

For services provided, the COALITION shall receive compensation not to exceed \$10,000. Payment shall be made in installments of \$2,500 quarterly in 2025 upon receipt from the COALITION of a request for reimbursement of project expenses and documentation of Services performed in the preceding quarter. The progress reports referenced in paragraph 2 above may be used as the documentation of Services required for reimbursement.

Payment shall be made within forty-five (45) days of receipt of a request for reimbursement of project expenses. The LMRWD may suspend payment for insufficient documentation of Services or insufficient progress on implementation of Key Performance

Strategies.

4. MATCHING FUNDS REQUIRED

The COALITION understands that the payments from the LMRWD must be matched, dollar for dollar, by funds raised by the COALITION in support of this program. Requests for reimbursement of project expenses shall be accompanied by a detail of matching funds received and executed during the quarter for which reimbursement is sought. The LMRWD may suspend payment for insufficient documentation of matching fund receipt, source and execution.

5. INDEPENDENT CONTRACTOR

The COALITION is and shall remain an independent contractor for all Services performed under this Agreement. This Agreement shall not create an employment agreement, partnership, joint venture or agency relationship with the COALITION nor shall the COALITION or any of its officers, employees or volunteers be considered employees of the LMRWD. The COALITION shall select the means, method, and manner of performing the Services. Any products, reports, media or other instruments produced or used by the COALITION in performing Services under this Agreement shall be considered instruments of service and be provided to the LMRWD without any reservation of intellectual property or other rights in the instruments.

6. LIABILITY

Nothing in the performance of Services by the COALITION shall create liability for the LMRWD. Each party shall be responsible for its own acts and deeds and those of its officers, employees, volunteers or agents.

7. INSURANCE

- A. The COALITION shall, at all times during the term of this Agreement and beyond such term when so required, have and keep in force general liability and auto insurance policies/coverage of at least \$1,000,000 and name the LMRWD as an additional insured on said policies. As an alternative to the professional liability and auto insurance policies/coverage listed above, the COALITION may obtain an umbrella liability policy of at least \$1,000,000 listing LMRWD as an additional insured on said policy. The COALITION shall provide the LMRWD with a certificate of insurance showing the required coverage and listing the LMRWD as an additional insured for the purpose of Services performed under this Agreement. Any lapse in the required coverage shall be cause to suspend payment under this Agreement or terminate this agreement in the discretion of LMRWD.
- B. Duty to Notify. The COALITION shall promptly notify the LMRWD of any claim, action, cause of action or litigation brought against it, its employees, officers, agents or subcontractors, which arises out of the Services contained in this Agreement. The COALITION shall also notify the LMRWD whenever it has a reasonable basis for believing that it and/or its employees, officers, agents, volunteers or subcontractors, might become the subject of a claim, action, cause of action, or litigation arising out of and/or related to the Services contained in this

Agreement.

8. DATA PRACTICES

The COALITION, its officers, agents, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), as it relates to instruments produced under this Agreement, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. The terms of this section shall survive the cancellation or termination of this Agreement.

9. ASSIGNMENT NOT AUTHORIZED

The COALITION may not assign, transfer or pledge this Agreement and/or the Services to be performed, whether in whole or in part, without the prior written consent of the LMRWD.

10. MERGER AND MODIFICATION

A. It is understood and agreed that the entire Agreement between the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

11. DEFAULT AND CANCELLATION

A. If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless the defaulting party's default is excused by the other party, the non- defaulting party may upon written notice immediately cancel this Agreement in its entirety without recovery of payment or incurred costs.

B. A party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

C. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice and, for the LMRWD, upon payment of costs incurred by the COALITION through the date of cancellation.

12. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: INDEPENDENT

CONTRACTOR; LIABILITY; INSURANCE; DATA PRACTICES; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

13. CONTRACT ADMINISTRATION

In order to coordinate the services being provided to the LMRWD with the activities of the COALITION, Scott Sparlin, or successor, shall manage this Agreement on behalf of the COALITION and serve as liaison between the COALITION and the LMRWD.

14. NOTICES

Any notice or demand which must be given or made by a party under this Agreement, or any statute or ordinance shall be in writing, and shall be sent registered or certified mail.

Notices to the COALITION shall be sent to:

Coalition for a Clean Minnesota River  
ATTN: Scott Sparlin  
P.O. Box 488  
New Ulm, MN 56073

Notices to the LMRWD shall be sent to:

Lower Minnesota River Watershed District  
ATTN: Linda Loomis  
112 East 5<sup>th</sup> Street, Suite 102  
Chaska, MN 55318

15. MEDIA OUTREACH

As stated in paragraph 2 of this Agreement, the Services provided by the COALITION are intended to be direct engagement with Minnesota's Federal Congressional Delegation, Local Government and private landowners. This Agreement does not contemplate newsprint, radio, television or other forms of media outreach. Nothing in this agreement shall prevent the COALITION from acknowledging its activities under this agreement on its own Social Media platforms so long as the acknowledgements are limited to the Services performed under this Agreement.

16. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be the Minnesota State District Court within Carver County.

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Reviewed by the COALITION Attorney's Office

COALITION FOR A CLEAN MINNESOTA RIVER, STATE OF MINNESOTA  
The COALITION certifies that the person who executed this Agreement is authorized to do so on behalf of the COALITION as required by applicable articles, bylaws, resolutions or ordinances.\*

\_\_\_\_\_  
Attorney

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Lower Minnesota River Watershed District**

The LMRWD certifies that the person who executed this Agreement is authorized to do so on behalf of the LMRWD as required by applicable articles, bylaws, resolutions or ordinances.\*

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* Parties shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time the Agreement is executed.



## EXHIBIT A

### Key Performance Indicators

The goal of this project is to secure new or additional funding from the Federal Government to supplement the State's Water Storage Grant Program within the Minnesota River watershed. The COALITION will engage Minnesota's Federal Congressional Delegation to advance requests for federal funding. In addition, the COALITION will seek private foundation funding targeted to advancing storage programs.

The desired end state is to secure sufficient funding and programmatic support to implement enough water storage, soil health and other Best Management Practices (BMPs) within the Minnesota River watershed necessary to have measurable impact on the rate, volume and magnitude of flow in the Minnesota River.

Key Performance Strategies and Indicators to be implemented and measured during the term of this Agreement are:

- **Engage local officials and landowners to identify water storage projects:** COALITION will conduct outreach to at least five local officials or landowner groups per quarter, ensuring they meet the criteria for water storage funding. This will be measured by the number of new applicants from these engagements who apply for funds, with regular tracking of submitted applications.
- **Encourage participation in water storage-related projects:** COALITION will identify and work with at least three organizations or projects in each quarter that have water storage potential as a by-product. COALITION will assist in guiding these projects toward applying for relevant grants. Success will be measured by the number of non-specific water storage projects that apply for funding.
- **Conduct public outreach and raise awareness:** COALITION will organize or participate in at least six public meetings or outreach events annually (in-person or electronic). COALITION will document the number of attendees and any significant outcomes, such as commitments from participants to explore water storage initiatives. Outcomes will be tracked by counting the number of engagements and resulting project developments.
- **Engage with other organizations:** COALITION will work with other groups within the Minnesota River basin to ensure that water storage remains a key agenda item. COALITION will report on specific partners and actions taken by partners that contribute to water storage protections or improvement, tracking these actions and documenting any measurable impacts.



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### Agenda Item

#### Item 5. K. - Final Reimbursement for Willow Creek Cost Share Project with City of Burnsville

#### Prepared By

Linda Loomis, Administrator

#### Summary

In 2021, the City of Burnsville requested the LMRWD consider participating in a ravine stabilization project, on Willow Creek, which was contributing sediment into a wetland within the boundaries of the LMRWD (the ravine was outside the boundaries). At the September 15, 2021, Board of Managers meeting the Board authorized a \$75,000 contribution toward the Project.

The LMRWD agreed that payment was to be made in two installments. An invoice for 90% of the cost (\$67,500) was received in February 2021 and was paid in March 2021. In September 2023, an invoice was received from the City for the final installment. At that time Young Environmental Consulting Group on behalf of the LMRWD inspected the project and determined that the vegetation was not sufficient and informed the City that final payment would not be made until the site was more vegetated. The site was inspected a year later in 2024, and it was determined that vegetation is sufficient and recommends payment of the final installment.

#### Attachments

- Excerpt from September 15, 2021, LMRWD Board of Managers meeting minutes
- Cooperative Agreement for 21-604 Willow Creek Ravine Stabilization Project between the LMRWD and the City of Burnsville
- Claim form and invoice paid in March 2022
- Technical Memorandum – Burnsville 2021 Slope Project - Payment Request Review dated October 30, 2024, and supporting documentation

#### Recommended Action

Motion to authorize final payment to the City of Burnsville for the Willow Creek Slope Stabilization Project

Manager Mraz asked if staff feels an additional meeting would be needed again next summer. Ms. Schall-Young noted that one of the reasons the LMRWD has seen so many permit reviews is that several cities do not yet have the municipal approval the LMRWD grants to cities. The LMRWD is looking to approve all the cities before next summer, so the workload will be reduced.

**Manager Mraz made a motion to adjust the meeting schedule. The motion was seconded by President Hartmann. Upon a vote being taken the motion carried unanimously.**

## 6. OLD BUSINESS

### A. I-35W Frontage Trail Cost Share – Burnsville

Administrator Loomis noted at the previous meeting the Jen Desrude, Public Works Director for Burnsville, requested funding on two projects: the I-35W Trail project and the Willow Creek stabilization. Young Environmental scored the projects and the trail project did not score very high and the ravine stabilization project scored quite a bit higher. Staff continued to work with the City to find a number appropriate for the District's participation. Staff recommends the District does not participate in the I-35W Trail project. Staff recommends \$75,000 from the District to the Willow Creek stabilization project seems appropriate if the Board decides to participate.

Manager Raby thinks if they fund the project, they should fund it in phases.

Ms. Schall-Young suggested when the construction is substantially complete, the District would give them 90% and when it is fully restored, they would get the remaining 10%.

**Manager Raby made a motion to approve the \$75,000 contribution to the Willow Creek Stabilization Project with 90% paid upon substantial completion and 10% after total completion. The motion was seconded by President Hartmann. Upon a vote being taken the motion carried unanimously.**

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

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

### C. City of Carver Levee

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

### D. Remote meeting participation

Administrator Loomis met with facilities and IT people at the County to discuss the District's needs for meetings and tying into their system. They now have the capacity to bring people into meetings remotely. She noted the County will be upgrading their system and there will be discussions on what is appropriate for the LMRWD to contribute to the cost of upgrades.

Manager Raby asked if he should use his own computer to join a Board meeting from a remote location? Administrator Loomis noted that is a decision that is up to the Board. Manager Raby said he is fine using his own equipment unless some special equipment is required. He would prefer not to take a LMRWD owned computer away for the months he is gone.

President Hartmann asked about the bandwidth when participating from a remote location. Administrator Loomis agreed that could be an issue. She noted that you can plug a laptop directly into the internet router using an ethernet cable to improve connectivity. Manager Raby asked if he would need to meet in a public location when in a remote location. Administrator Loomis said that is a requirement of the open meeting laws.

**COOPERATIVE AGREEMENT  
FOR  
21-604 WILLOW CREEK RAVINE STABILIZATION PROJECT**

This Agreement is made this 8<sup>th</sup> day of April, 2022, by and between the Lower Minnesota River Watershed District, a Minnesota watershed district (hereinafter the "LMRWD"), and the City of Burnsville, a Minnesota municipal corporation (hereinafter the "City").

**WITNESSETH:**

**WHEREAS**, the LMRWD has adopted the Watershed Management Plan for the Lower Minnesota River Watershed District, 2018-2027 on October 24, 2018 (hereinafter the "Plan"), as required by Minn. Stat., § 103B and 103D and Minnesota Rules (MN Rules) 8410; and

**WHEREAS**, the Plan includes an Implementation Program Budget with annual funding for Cost Sharing and Water Quality Restoration; and

**WHEREAS**, the City presented the Willow Creek Ravine Stabilization Project (City Project 21-604) (hereinafter the "Project") to the LMRWD Board of Managers at their regular meeting on August 18, 2021 requesting a cost share from the LMRWD; and

**WHEREAS**, Willow Creek is a public drainageway that is located outside of the LMRWD boundary but ultimately drains to the Lower Minnesota River; and

**WHEREAS**, stabilizing Willow Creek is anticipated to have water quality benefits by reducing total Phosphorus by approximately 25,000 pounds per year and reducing sediment by approximately 45,000 pounds per year; and

**WHEREAS**, the LMRWD Board of Managers at their regular meeting on September 15, 2021 approved a \$75,000 contribution toward the Project, of which 90% shall be paid upon substantial completion and the remaining 10% after total completion; and

**WHEREAS**, the Burnsville City Council awarded a contract for the Project at their regular meeting on October 19, 2021 and a notice to proceed was issued on November 2, 2021 to Heselton Construction, LLC.

**NOW, THEREFORE**, on the basis of the premises and mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The Project consists of improvements to Willow Creek as shown in Attachment A.

2. The City will pay the contractor and all other expenses related to the construction of the Project and will keep and maintain complete records of such costs incurred.
3. The LMRWD will reimburse the City \$75,000 for construction costs related to the Project. Ninety percent (90%) reimbursement will occur at the time of substantial completion and the remaining ten percent (10%) will occur after total completion. All costs of the Project incurred in excess of the reimbursement amount of \$75,000, including all costs incurred in excess of estimated project costs due to unforeseen conditions or any other cause, shall be borne by the City or secured by the City from other sources.
4. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the LMRWD.
5. The City will secure all necessary local, state, or federal permits required for construction of the Project.
6. The Project is constructed on land owned or easements held by the City.
7. The City will have ownership of the associated improvements and will maintain them in good condition in perpetuity or until such time as they are replaced with like improvements.
8. The City will defend, indemnify, protect, and hold harmless the LMRWD and its agents, officers, and employees, from any claims arising out of the design, construction, or maintenance of the Project, including environmental claims. Nothing herein shall be deemed a waiver of the limitations of liability in Minnesota Statutes, Chapter 466.

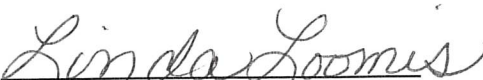
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

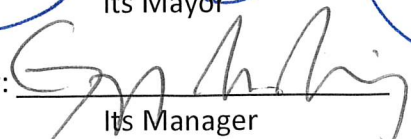
LOWER MINNESOTA RIVER  
WATERSHED DISTRICT

CITY OF BURNSVILLE

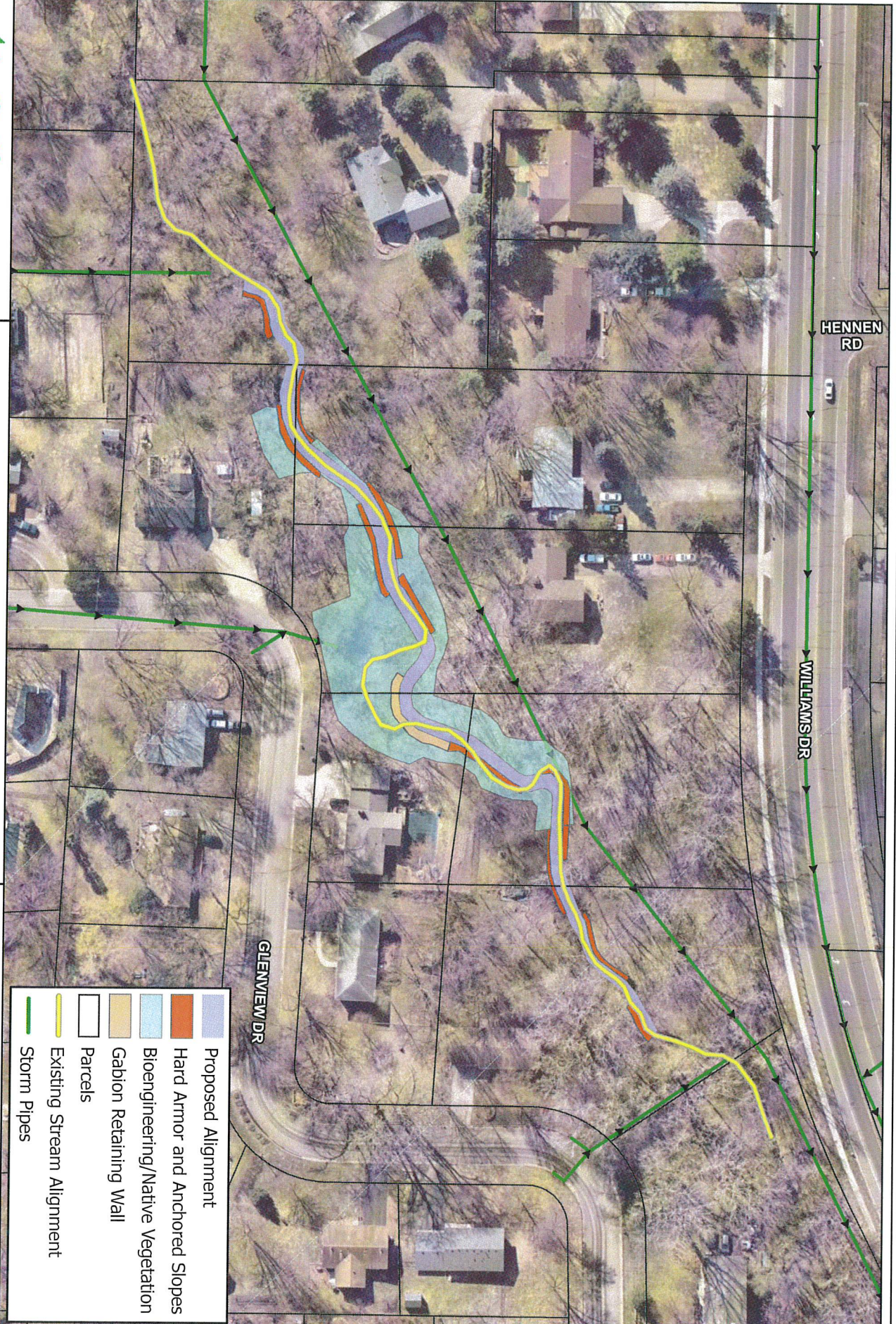
By:   
Its President

By:   
Its Mayor

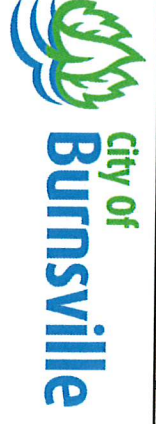
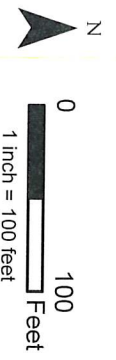
And by:   
Its Administrator

And by:   
Its Manager

**Attachment A**  
**Construction Plans (or Exhibit)**



- Proposed Alignment
- Hard Armor and Anchored Slopes
- Bioengineering/Native Vegetation
- Gabion Retaining Wall
- Parcels
- Existing Stream Alignment
- Storm Pipes



**Stream Restoration Exhibit**  
Burnsville 2021 Slope Stability Project  
City of Burnsville



PAYEE:

NAME City of Burnsville  
 ADDRESS 100 Civic Center Parkway  
 City/State Burnsville, MN 55337-3817  
 VENDOR # \_\_\_\_\_ WARRANT TYPE C

FUND 77-LMRWD  
 1099 \_\_\_\_\_  
 SERVICE DATE 2022  
 CONTRACT # \_\_\_\_\_  
 CONTRACT BALANCE AMOUNT \_\_\_\_\_  
 CAPITAL ASSET APPROVAL DATE \_\_\_\_\_

DECLARATION: I declare under the penalties of law (MS 471.391) that this account claim or demand is just and correct and that no part of it has been paid, and adheres to County policy and procedures.

I he attached invoice has been verified for goods received or services performed

AUTHORIZED SIGNATURE Linda Loomis DATE 3/9/2022

INVOICE #	FUND #	DEPT #	PROG	ACTIVITY	ACCOUNT #	DESCRIPTION	AMOUNT
2022-06	77	702		0104		Cost Share of Willow Creek Restoration	\$67,500.00
						90% substantial completion	
<b>TOTAL</b>							<b>\$67,500.00</b>

Presented to the County Board on \_\_\_\_\_, 20\_\_ and \$ \_\_\_\_\_ allowed \_\_\_\_\_  
 Chairman County Board

Approved for Disbursement \_\_\_\_\_  
 Date \_\_\_\_\_ Initials \_\_\_\_\_





City of Burnsville  
 100 Civic Center Parkway  
 Burnsville, MN 55337-3817

**INVOICE**

**INVOICE:** 2022-00000006  
**DATE:** 02/14/2022  
**DUE DATE:** 03/14/2022  
**CUSTOMER #** 3231

*Payment in full is due by invoice due date. Any balance due beyond that date will be considered delinquent. Return bottom portion of this invoice to ensure proper credit.*

LINDA LOOMIS  
 LOWER MINNESOTA RIVER WATERSHED DISTRICT  
 112 E. 5TH STREET #102  
 CHASKA, MN 55318

Questions contact Jen Desrude 952-895-4544

**ENGINEERING DEPARTMENT**

Description	Quantity	Unit Price	Total Price
LMRWD Cost Share of Willow Creek Restoration (21-604), 90% substantial completion; 10% at final restoration.	1	\$67,500.0000	\$67,500.00

When you provide a check as payment, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution

Invoice Total: \$67,500.00  
 Prepaid Amount: (\$0.00)  
 Balance Due: \$67,500.00



CUSTOMER #	BILLING DATE	DUE DATE	INVOICE #	Total Due
3231	02/14/2022	03/14/2022	2022-00000006	\$67,500.00

**Pay this Amount \$67,500.00**

LINDA LOOMIS LOWER MINNESOTA RIVER WATERSHED DISTRICT 112 E. 5TH STREET #102 CHASKA, MN 55318	<b>Payment to:</b> City of Burnsville Accounts Receivable 100 Civic Center Pkwy Burnsville MN 55337-3817
--	--

TO ENSURE PROPER POSTING TO YOUR ACCOUNT, DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.



100 Civic Center Parkway  
Burnsville, MN 55337

Contract Number: 21-604  
Pay Request Number: 2



Project Number	Project Description
21-604	Slope and Ravine Restoration ( Contract 21-604)

<b>Contractor:</b> Heselton Construction, LLC 680 N.W. 24th Street Faribault, MN 55021	<b>Vendor Number:</b> 1 <b>Up To Date:</b> 12/31/2021
--	--

Contract Amount		Funds Encumbered	
Original Contract	\$184,722.00	Original	\$184,722.00
Contract Changes	\$2,214.17	Additional	N/A
Revised Contract	\$186,936.17	Total	\$184,722.00

Work Certified To Date	
Base Bid Items	\$169,757.40
Contract Changes	\$2,214.17
Material On Hand	\$0.00
Total	\$171,971.57

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$66,341.92	\$171,971.57	\$8,598.58	\$100,348.17	\$63,024.82	\$163,372.99
Percent: Retained: 5%			Percent Complete: 91.99%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By  
*Jen Desruce*  
City/Project Engineer  
12/29/2021  
Date

Approved By Heselton Construction, LLC  
*Mark Makowski*  
Contractor  
12/29/2021  
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-11-30	\$105,629.65	\$5,281.48	\$100,348.17
2	2021-12-31	\$66,341.92	\$3,317.10	\$63,024.82

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Storm Utility		\$171,971.57	\$8,598.58	\$100,348.17	\$63,024.82	\$163,372.99

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
Storm	Utility - Storm Water - 607-4610-463.01	\$63,024.82			\$163,372.99

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	\$10,500.00	1	0.25	\$2,625.00	0.75	\$7,875.00
Base Bid	1	2101.524	CLEARING	TREE	\$450.00	53	0	\$0.00	62	\$27,900.00
Base Bid	1	2101.524	GRUBBING	TREE	\$135.00	40	0	\$0.00	44	\$5,940.00
Base Bid	1	2104.502	REMOVE PIPE APRON	E A	\$450.00	1	0	\$0.00	1	\$450.00
Base Bid	1	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$38.00	45	0	\$0.00	45	\$1,710.00
Base Bid	1	2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	\$5.30	110	250	\$1,325.00	250	\$1,325.00
Base Bid	1	2105.601	SITE GRADING	L S	\$9,600.00	1	0.5	\$4,800.00	1	\$9,600.00
Base Bid	1	2105.607	COMMON FILL(LV)	C Y	\$17.35	1500	48	\$832.80	1680	\$29,148.00
Base Bid	1	2501.502	18" RC PIPE APRON	E A	\$1,450.00	1	0	\$0.00	1	\$1,450.00
Base Bid	1	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	\$91.00	97	0	\$0.00	97	\$8,827.00
Base Bid	1	2503.602	CONNECT TO EXISTING STORM SEWER	E A	\$1,400.00	1	0	\$0.00	1	\$1,400.00
Base Bid	1	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$370.00	8	0	\$0.00	8	\$2,960.00
Base Bid	1	2511.507	RANDOM FIELDSTONE RIPRAP CLASS III	TONS	\$73.15	400	243	\$17,775.45	366	\$26,772.90
Base Bid	1	2511.507	GRANULAR FILTER	C Y	\$60.00	15	0	\$0.00	0	\$0.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2512.507	GABION	C Y	\$380.00	60	72	\$27,360.00	72	\$27,360.00
Base Bid	1	2563.601	TRAFFIC CONTROL	LS	\$1,050.00	1	0.25	\$262.50	1	\$1,050.00
Base Bid	1	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$660.00	5	0	\$0.00	0	\$0.00
Base Bid	1	2571.525	DECIDUOUS SHRUB NO 5 CONT	SHRB	\$115.00	20	0	\$0.00	0	\$0.00
Base Bid	1	2573.502	STABILIZED CONSTRUCTION EXIT	E A	\$1,750.00	2	0	\$0.00	1	\$1,750.00
Base Bid	1	2573.502	STORM DRAIN INLET PROTECTION	E A	\$175.00	3	0	\$0.00	2	\$350.00
Base Bid	1	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$4.50	2000	0	\$0.00	105	\$472.50
Base Bid	1	2573.602	ROCK DITCH CHECK	E A	\$500.00	2	1	\$500.00	2	\$1,000.00
Base Bid	1	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$1.50	4200	2900	\$4,350.00	2900	\$4,350.00
Base Bid	1	2575.504	HYDROMULCH	S Y	\$0.70	2300	0	\$0.00	0	\$0.00
Base Bid	1	2575.505	SEEDING	S Y	\$0.55	200	0	\$0.00	0	\$0.00
Base Bid	1	2575.508	SEED MIXTURE 25-151	LB	\$5.00	10	0	\$0.00	0	\$0.00
Base Bid	1	2575.603	ANCHORED SLOPE PROTECTION	L F	\$65.00	110	59	\$3,835.00	117	\$7,605.00
Base Bid	1	2575.605	SEEDING SPECIAL	A C	\$770.00	0.6	0.6	\$462.00	0.6	\$462.00
Base Bid	1	2577.502	LIVE STAKES (DOGWOOD)	E A	\$5.30	500	0	\$0.00	0	\$0.00
<b>Base Bid Totals:</b>								<b>\$64,127.75</b>		<b>\$169,757.40</b>

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
21-604		\$64,127.75	\$169,757.40

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-604	WO	1	2	2104.601	REMOVE MISCELLANEOUS DEBRIS	LS	\$1,102.00	1	1	\$1,102.00	1	\$1,102.00



Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-604	WO	2	3	2502.603	DRAIN TILE	LF	\$1,112.17	1	1	\$1,112.17	1	\$1,112.17
<b>Contract Change Totals:</b>										\$2,214.17		\$2,214.17

<b>Contract Total</b>	<b>\$171,971.57</b>
-----------------------	---------------------

Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
2	Drain Tile behind Gabion	\$1,112.17	\$1,112.17
1	Misc Debris Removal	\$1,102.00	\$1,102.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

# Technical Memorandum



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

**From:** Erica Bock, Water Resources Scientist  
Hannah LeClaire, PE, Project Manager

**CC:** Logan Vlasaty, City Engineer  
City of Burnsville

**Date:** October 30, 2024

**Re:** Burnsville 2021 Slope Project—Payment Request Review

---

At the September 15, 2021, Lower Minnesota River Watershed District (LMRWD) board meeting, the managers approved a \$75,000 grant request from the City of Burnsville (City) for the 2021 Slope Project (also known as the Willow Creek Stabilization Project). The project proposed stabilizing the stream bank of Willow Creek, which was actively eroding and contributing sediment to a wetland within the LMRWD (Figure 1). The cost for the entire project was estimated to be \$462,395. The LMRWD's cost share of \$75,000 would partially cover the material and installation costs of riprap, gabions, and anchored slope protection to stabilize the failing stream bank. The project aligns with the LMRWD's goals to protect, improve, and restore surface water quality. The LMRWD agreed to provide 90% of the funding at substantial completion and the final 10% after final restoration.



## Willow Creek Payment Request

The LMRWD has received two payment requests from the City: 1) On February 23, 2022, for \$67,500, or 90% of the grant amount, along with the contract pay voucher and quantities; and 2) On September 20, 2023, for \$7,500, or the remaining 10% of the grant amount (Attachment 1). Young Environmental reviewed the information submitted with the first request and recommended payment. In this memo we summarize our review and recommendation for the second and final request.

## Site Visit

To confirm the project had reached final restoration, Young Environmental staff visited the site on September 28, 2023, and compared current conditions to the plans and specifications provided by the City. The site had native grasses and trees planted (Attachment 2). However, there was an area above the installed bank stabilization measures with exposed soil and a lack of vegetation (Attachment 2 and photo below). The LMRWD requires final restoration in this area to issue the final payment. Young Environmental contacted the City about the exposed soil on September 28, 2023, and on October 6, 2023, and received a response on October 16, 2023. The City consultant investigated the issues and responded that the exposed soils on the bank and above the rock were in that condition pre-project. The contractor mixed some seed in these areas according to plan, and

Young Environmental revisited the site on May 30, 2024, and September 23, 2024, to confirm vegetation establishment (See Attachment 2 for a comparison of the site visit photos). Young Environmental concluded that the vegetation establishment is sufficient for final payment.

September 28, 2023	September 23, 2024
	

**Recommendation**

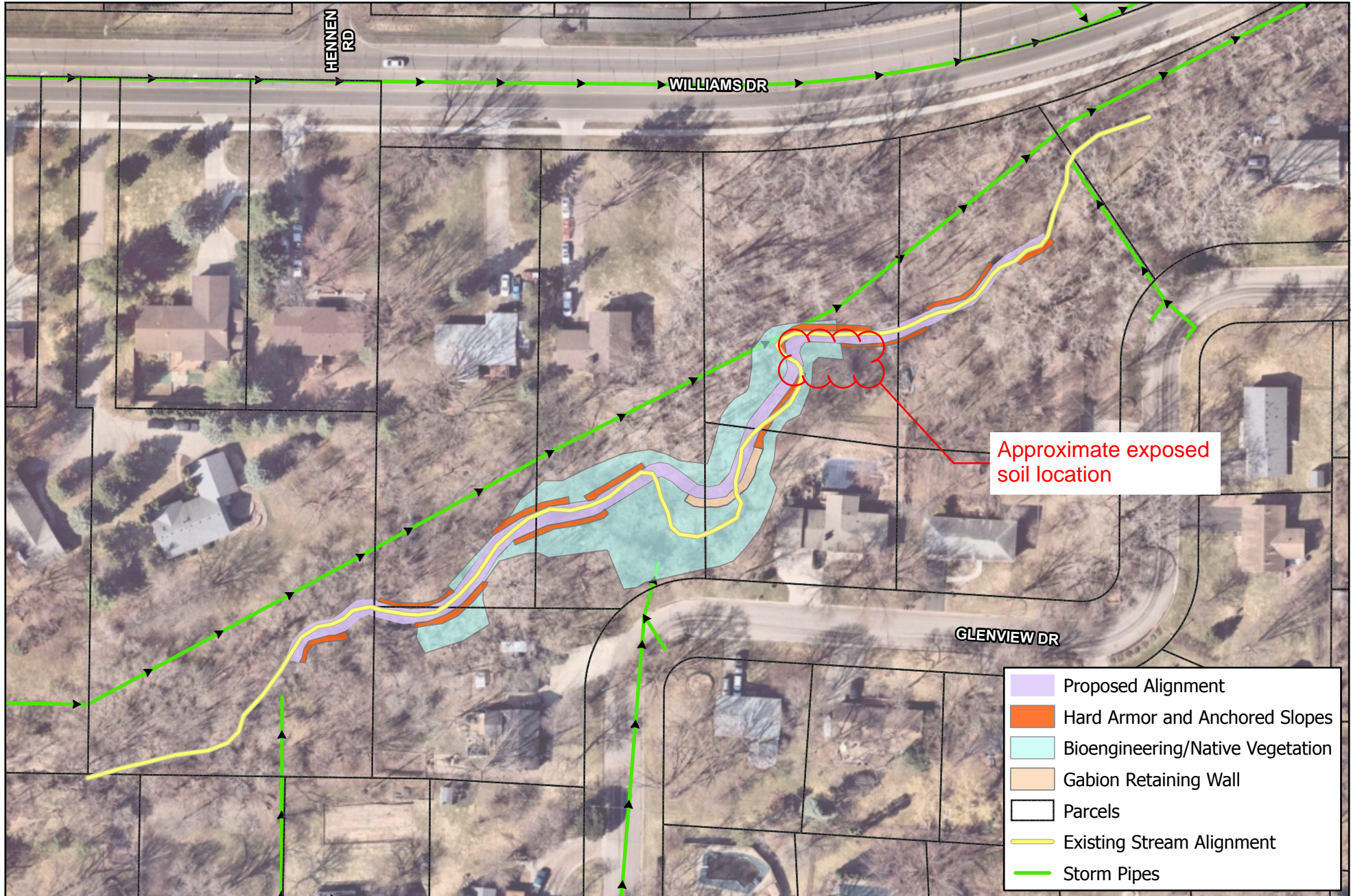
Staff recommends payment of the final invoice.

**Attachments**

Figure 1—Stream Restoration Exhibit

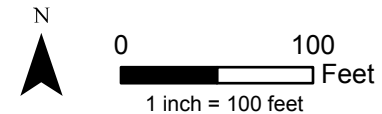
Attachment 1—Burnsville Invoice, dated September 18, 2023

Attachment 2—Site Visit photos



### Stream Restoration Exhibit

Burnsville 2021 Slope Stability Project  
City of Burnsville







**INVOICE**

City of Burnsville  
100 Civic Center Parkway  
Burnsville, MN 55337-3817  
Billing Inquiries: 1-952-895-4479

**INVOICE:** 2023-00000015  
**DATE:** 09/18/2023  
**DUE DATE:** 10/18/2023  
**CUSTOMER #** 3231

*Payment in full is due by invoice due date. Any balance due beyond that date will be considered delinquent. Return bottom portion of this invoice to ensure proper credit.*

LOWER MINNESOTA RIVER WATERSHED DISTRICT  
ATTN: LINDA LOOMIS  
112 E. 5TH STREET #102  
CHASKA, MN 55318

City of Burnsville

Engineering Cost Share

Description	Quantity	Unit Price	Total Price
LMRWD Cost Share of Willow Creek Restoration (21-604), 90% at substantial completion; 10% at final restoration	0.1	\$75,000.0000	\$7,500.00

Invoice Total: \$7,500.00  
Prepaid Amount: (\$0.00)  
Balance Due: \$7,500.00



CUSTOMER #	BILLING DATE	DUE DATE	INVOICE #	Total Due
3231	09/18/2023	10/18/2023	2023-00000015	\$7,500.00

**Pay this Amount \$7,500.00**

LOWER MINNESOTA RIVER WATERSHED DISTRICT  
ATTN: LINDA LOOMIS  
112 E. 5TH STREET #102  
CHASKA, MN 55318

**Payment to:**  
City of Burnsville  
Accounts Receivable  
100 Civic Center Pkwy  
Burnsville MN 55337-3817

*TO ENSURE PROPER POSTING TO YOUR ACCOUNT, DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.*



Project Begin Date: 01-Nov-2021  
Project End Date: 31-Oct-2022  
Project Location: 3204 GLENVIEW DR  
Project Amount: \$8,504.05  
Subcontractors: No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

From: Mark Mahowald <[mark@heseltonconstruction.com](mailto:mark@heseltonconstruction.com)>  
Sent: Tuesday, June 27, 2023 1:42 PM  
To: Jim DeGross <[jim@advancedseeding.com](mailto:jim@advancedseeding.com)>  
Subject: FW: Burnsville Slope - Seed and Hydromulch 3204 Glenview Dr

Good Afternoon Jim,

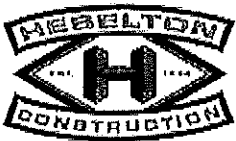
Thanks for getting out to the project. Looks like we are good to get this closed out. Could you please get me your IC 134 with the information provided below?

Thank you,

Mark Mahowald  
Estimator/Project Manager | Heselton Construction

M: 507-323-0576  
O: 507-334-0114  
W: [www.heseltonconstruction.com](http://www.heseltonconstruction.com)

680 NW 24<sup>th</sup> Street,  
Faribault, MN 55021



From: Paul Kubal <[paul@heseltonconstruction.com](mailto:paul@heseltonconstruction.com)>  
Sent: Tuesday, June 27, 2023 11:20 AM  
To: Mark Mahowald <[mark@heseltonconstruction.com](mailto:mark@heseltonconstruction.com)>  
Subject: RE: Burnsville Slope - Seed and Hydromulch 3204 Glenview Dr

Advanced Seeding & Erosion Control  
Total for Contract: \$8,405.05  
Project No. 21-604  
Dates of Project: 11/1/21 to 10/31/22

**Paul Kubal**

---

**From:** Mark Mahowald  
**Sent:** Thursday, July 6, 2023 11:12 AM  
**To:** Paul Kubal  
**Subject:** FW: Burnsville Slope - Seed and Hydromulch 3204 Glenview Dr

Mark Mahowald  
Estimator/Project Manager | Heselton Construction

M: 507-323-0576  
O: 507-334-0114  
W: [www.heseltonconstruction.com](http://www.heseltonconstruction.com)

680 NW 24<sup>th</sup> Street,  
Faribault, MN 55021



**From:** Jim DeGross <jim@advancedseeding.com>  
**Sent:** Thursday, July 6, 2023 11:11 AM  
**To:** Mark Mahowald <mark@heseltonconstruction.com>  
**Subject:** RE: Burnsville Slope - Seed and Hydromulch 3204 Glenview Dr

**Confirmation**

**Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

Confirmation Number:	0-968-520-288
Submitted Date and Time:	6-Jul-2023 11:10:33 AM
Legal Name:	ADVANCED SEEDING & EROSION CNTRL INC
Federal Employer ID:	20-2413372
User Who Submitted:	Mike DeGross
Type of Request Submitted:	Contractor Affidavit

**Affidavit Summary**

Affidavit Number:	1599754240
Minnesota ID:	7647274
Project Owner:	CITY OF BURNSVILLE
Project Number:	21-604



**Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

Confirmation Number:	0-185-225-824
Submitted Date and Time:	27-Jun-2023 2:39:05 PM
Legal Name:	SUEMNICKS FINAL CUT TREE SERVICE LLC
Federal Employer ID:	27-3633301
User Who Submitted:	Bustax18
Type of Request Submitted:	Contractor Affidavit

**Affidavit Summary**

Affidavit Number:	207769600
Minnesota ID:	2792055
Project Owner:	CITY OF BURNSVILLE
Project Number:	21-604
Project Begin Date:	01-Nov-2021
Project End Date:	31-Oct-2022
Project Location:	3204 GLENVIEW DR
Project Amount:	\$29,770.00
Subcontractors:	No Subcontractors

**Important Messages**

A copy of this page must be provided to the contractor or government agency that hired you.

**Contact Us**

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Please [print this page](#) for your records using the print or save functionality built into your browser.



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-174-499-936
Submitted Date and Time:	6-Jul-2023 1:00:38 PM
Legal Name:	HESELTON CONSTRUCTION LLC
Federal Employer ID:	41-1936628
User Who Submitted:	llnrley62
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	1110200320
Minnesota ID:	4300938
Project Owner:	CITY OF BURNSVILLE
Project Number:	21-604
Project Begin Date:	01-Nov-2021
Project End Date:	31-Oct-2022
Project Location:	BURNSVILLE, MN
Project Amount:	\$200,150.79

### Subcontractor Summary

Name	ID	Affidavit Number
SUEMNICK'S FINAL CUT TREE SERVICE LLC	2792055	207769600
ADVANCED SEEDING & EROSION CONTROL INC	7647274	1599754240

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

Advanced Seeding & Erosion Control, Inc.

P. O. Box 324  
New Prague, MN 56071-0324

# Invoice

Date	Invoice #
6/12/2023	8613

Bill To
Heselton Construction LLC 680 N. W. 24th Street P. O. Box 246 Faribault, MN 55021

Item	Description	Qty	Rate	Amount
Mobilization		1	500.00	500.00
Seed	25-151	60	4.50	270.00
Hydro Mulch	Flexterra (in place of blanket)	600	1.45	870.00
Overseeding	36-211 (special Mix) NO CHARGE	20	0.00	0.00
	Seeding of additional yard adjacent to Burnsville slope Project.			
			<b>Total</b>	\$1,640.00

# HESELTON CONSTRUCTION, LLC

P.O. BOX 246 • FARIBAULT, MN 55021

## WORK ORDER

<b>DATE:</b>	June 16, 2023	<b>PROJECT NO.</b>	202122	<b>W.O. #</b>	6
<b>OWNER:</b>	City of Burnsville				
<b>ADDRESS:</b>					
<b>LOCATION:</b>	Burnsville, MN				

LABOR	RATE	HOURS		EXTENSION
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
			Subtotal	\$ -
EQUIPMENT (OPERATED)	RATE	HOURS		EXTENSION
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
	0			\$ -
			Subtotal	\$ -
MATERIALS/SUBS	QUANTITY	UNIT	U.P.	EXTENSION
Seed and Hydromulch Neighboring Property	1.00	LS	\$ 1,640.00	1,640.00
				-
				-
				-
				-
				-
				-
				-
				-
<b>SUBTOTAL MATERIALS AND SUBS</b>				\$ 1,640.00
<b>MARKUP MATERIALS AND SUBS</b>		Percentage	10%	\$ 164.00
<b>GRAND TOTAL</b>				<b>\$ 1,804.00</b>

**DESCRIPTION OF WORK:**

Place Seed and Hydromulch for yard adjacent to the project at 3204 Glenview Dr

---

_____ Mark Mahowald Foreman or Project Manager	_____ Authorized By
--	------------------------



Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
21-604	WO	1	2	2104.601 /01320	REMOVE MISCELLANEOUS DEBRIS	LS	\$1,102.00	1	0	\$0.00	1	\$1,102.00
21-604	WO	2	3	2502.603 /14080	DRAIN TILE	L F	\$1,112.17	1	0	\$0.00	1	\$1,112.17
21-604	WO	4	4	21-604 w/o 4	Bury West Logs with Fieldstone	1	\$2,843.60	1	0	\$0.00	1	\$2,843.60
21-604	WO	5	5	21-604 w/o 5	Clear and Dispose Two Trees	1	\$4,124.32	1	0	\$0.00	1	\$4,124.32
21-604	WO	6	6	2104.501	REMOVE FENCE	LIN FT	\$2,250.00	1	0	\$0.00	1	\$2,250.00
21-604	WO	7	7	2575.560	HYDROMULCH	S Y	\$1,804.00	1	1	\$1,804.00	1	\$1,804.00
<b>Contract Change Totals:</b>										<b>\$1,804.00</b>		<b>\$13,236.09</b>

<b>Contract Total</b>	<b>\$200,150.79</b>
-----------------------	---------------------

Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
7	Seed and Hydromulch 3204 Glenview Dr	\$1,804.00	\$1,804.00
6	Remove Fence and Regrade the Area	\$0.00	\$2,250.00
5	Clear and Dispose of Two Trees	\$0.00	\$4,124.32
4	Bury West Logs with Fieldstone	\$0.00	\$2,843.60
2	Drain Tile behind Gabion	\$0.00	\$1,112.17
1	Misc Debris Removal	\$0.00	\$1,102.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2511.507	GRANULAR FILTER	C Y	\$60.00	15	0	\$0.00	0	\$0.00
Base Bid	1	2512.507	GABION	C Y	\$380.00	60	0	\$0.00	72	\$27,360.00
Base Bid	1	2563.601	TRAFFIC CONTROL	LS	\$1,050.00	1	0	\$0.00	1	\$1,050.00
Base Bid	1	2571.524	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$660.00	5	0	\$0.00	14	\$9,240.00
Base Bid	1	2571.525	DECIDUOUS SHRUB NO 5 CONT	SHRB	\$115.00	20	0	\$0.00	8	\$920.00
Base Bid	1	2573.502	STABILIZED CONSTRUCTION EXIT	E A	\$1,750.00	2	0	\$0.00	1	\$1,750.00
Base Bid	1	2573.502	STORM DRAIN INLET PROTECTION	E A	\$175.00	3	0	\$0.00	2	\$350.00
Base Bid	1	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$4.50	2000	0	\$0.00	105	\$472.50
Base Bid	1	2573.602	ROCK DITCH CHECK	E A	\$500.00	2	0	\$0.00	2	\$1,000.00
Base Bid	1	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$1.50	4200	0	\$0.00	4100	\$6,150.00
Base Bid	1	2575.504	HYDROMULCH	S Y	\$0.70	2300	0	\$0.00	2300	\$1,610.00
Base Bid	1	2575.505	SEEDING	S Y	\$0.55	200	0	\$0.00	700	\$385.00
Base Bid	1	2575.508	SEED MIXTURE 25-151	LB	\$5.00	10	0	\$0.00	0	\$0.00
Base Bid	1	2575.603	ANCHORED SLOPE PROTECTION	L F	\$65.00	110	0	\$0.00	117	\$7,605.00
Base Bid	1	2575.605	SEEDING SPECIAL	A C	\$770.00	0.6	0	\$0.00	0.85	\$654.50
Base Bid	1	2577.502	LIVE STAKES (DOGWOOD)	E A	\$5.30	500	0	\$0.00	45	\$238.50
<b>Base Bid Totals:</b>								<b>\$0.00</b>		<b>\$186,914.70</b>

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
21-604		\$0.00	\$186,914.70

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-11-30	\$105,629.65	\$5,281.48	\$100,348.17
2	2021-12-31	\$66,341.92	\$3,317.10	\$63,024.82
3	2022-05-31	\$24,125.22	\$1,206.26	\$22,918.96
4	2022-10-31	\$2,250.00	(\$5,837.90)	\$8,087.90
5	2023-06-27	\$1,804.00	(\$3,966.94)	\$5,770.94

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Storm Utility		\$200,150.79	\$0.00	\$194,379.85	\$5,770.94	\$200,150.79

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
Storm	Utility - Storm Water - 607-4610-463.01	\$5,770.94	\$197,958.09	\$184,722.00	\$200,150.79

Contract Item Status											
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
Base Bid	1	2021.501	MOBILIZATION	LS	\$10,500.00	1	0	\$0.00	1	\$10,500.00	
Base Bid	1	2101.524	CLEARING	TREE	\$450.00	53	0	\$0.00	62	\$27,900.00	
Base Bid	1	2101.524	GRUBBING	TREE	\$135.00	40	0	\$0.00	44	\$5,940.00	
Base Bid	1	2104.502	REMOVE PIPE APRON	E A	\$450.00	1	0	\$0.00	1	\$450.00	
Base Bid	1	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$38.00	45	0	\$0.00	45	\$1,710.00	
Base Bid	1	2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	\$5.30	110	0	\$0.00	250	\$1,325.00	
Base Bid	1	2105.601	SITE GRADING	L S	\$9,600.00	1	0	\$0.00	1	\$9,600.00	
Base Bid	1	2105.607	COMMON FILL(LV)	C Y	\$17.35	1500	0	\$0.00	1680	\$29,148.00	
Base Bid	1	2501.502	18" RC PIPE APRON	E A	\$1,450.00	1	0	\$0.00	1	\$1,450.00	
Base Bid	1	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	\$91.00	97	0	\$0.00	97	\$8,827.00	
Base Bid	1	2503.602	CONNECT TO EXISTING STORM SEWER	E A	\$1,400.00	1	0	\$0.00	1	\$1,400.00	
Base Bid	1	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$370.00	8	0	\$0.00	8	\$2,960.00	
Base Bid	1	2511.507	RANDOM FIELDSTONE RIPRAP CLASS III	TONS	\$73.15	400	0	\$0.00	368	\$26,919.20	



100 Civic Center Parkway  
Burnsville, MN 55337

Page 1 of 4  
Contract 21-604 Pay Voucher 5

Contract Number: 21-604  
Pay Request Number: 5

Project Number	Project Description
21-604	Slope and Ravine Restoration ( Contract 21-604)

<b>Contractor:</b> Heselton Construction, LLC 680 N.W. 24th Street Faribault, MN 55021	<b>Vendor Number:</b> 25544 <b>Up To Date:</b> 06/27/2023
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Contract Amount		Funds Encumbered	
Original Contract	\$184,722.00	Original	\$184,722.00
Contract Changes	\$13,236.09	Additional	N/A
Revised Contract	\$197,958.09	Total	\$184,722.00

Work Certified To Date	
Base Bid Items	\$186,914.70
Contract Changes	\$13,236.09
Material On Hand	\$0.00
Total	\$200,150.79

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$1,804.00	\$200,150.79	\$0.00	\$194,379.85	\$5,770.94	\$200,150.79
Percent: Retained: 0%			Percent Complete: 101.11%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By  
*Jake Newhall*  
Project Manager  
*06/28/2023*  
Date

Approved By Heselton Construction, LLC  
*Mark Mahowald*  
Contractor  
*06/28/2023*  
Date

Approved By  
*Jen Desruade*  
City/Project Engineer  
*06/28/2023*  
Date

Site visit: September 28, 2023  
Final restoration achieved



Site visit: September 28, 2023  
Lack of final restoration and vegetation



Site visit: September 23, 2024  
**Updated final restoration and  
vegetation**





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### Agenda Item

#### Item 5. L. – Authorize execution of Spring Creek Construction Documents

#### Prepared By

Linda Loomis, Administrator

#### Summary

At the October 9, 2024, meeting of the Lower Minnesota River Watershed District's Board of Managers meeting, construction of the Spring Creek bank restoration project was awarded to Sunram Construction Inc., and staff was directed to prepare contract documents.

Documents have been prepared and are attached for the Board of Manager's review. The Board should authorize execution of the contract. A performance Bond and Certificate of Insurance naming the LMRWD as an additional insured are also attached.

#### Attachments

Agreement Form Between LMRWD and Sunram Construction, Inc.  
Performance Bond in the amount of \$91,443.00 for Spring Creek Stabilization  
Certificate of Insurance naming the LMRWD as an additional insured

#### Recommended Action

Motion to authorize execution of Agreement Form Between the LMRWD and Sunram Construction, Inc.



**SECTION 00 5200**  
**AGREEMENT FORM**  
**BETWEEN OWNER AND CONTRACTOR**

**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

*THIS AGREEMENT is by and between Lower Minnesota River Watershed District ("Owner") and Sunram Construction Inc ("Contractor").*

*Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.*

*Owner and Contractor hereby agree as follows:*

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Creek Stabilization

**ARTICLE 2 - THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Spring Creek Stabilization

**ARTICLE 3 - ENGINEER**

3.01 The Owner has retained I & S Group, Inc (ISG) Engineer to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by ISG.

**ARTICLE 4 - CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work, except for final punch list repairs, will be substantially complete on or before FEBRUARY 1, 2025. Final Completion readiness for final payment in accordance with Paragraph 15.06 of the General Conditions on or before MAY 21, 2025.

4.03 Milestones

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: Site 1 Construction - December 31, 2024
2. Milestone 2: Substantial Completion - February 1, 2025
3. Milestone 3: Vegetation Completion - April 11, 2025

4.04 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount specified in the Schedule of Liquidated Damages below based on the original Contract amount for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount specified in the Schedule of Liquidated Damages below based on the original Contract amount for each day that expires after such time until the Work is completed and ready for final payment.
3. Milestones: Contractor shall pay Owner the amount specified in the Schedule of Liquidated Damages below based on the original Contract amount for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone

Schedule of Liquidated Damages		
Original Contract Amount		Liquidated damage charge per calendar day, \$
From more than, \$	To and including, \$	
0	25,000	300
25,000	100,000	400
100,000	500,000	900
500,000	1,000,000	1,200
1,000,000	2,000,000	1,500
2,000,000	5,000,000	2,500
5,000,000	10,000,000	3,000
10,000,000	-	3,500

**4.05 Special Damages**

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5 - CONTRACT PRICE**

**5.01** *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:*

- A. For all Unit Price Work, an amount equal to the sum of the extended prices stated in Contractor's Bid (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item), attached hereto as an exhibit.
- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- C. For all work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6 - PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the last day of each month or as outlined in the project pay application schedule during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of the value of the Work completed (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### **6.03 Final Payment**

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### **6.04 Consent of Surety**

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

### **6.05 Interest**

- A. All amounts not paid when due will bear interest at the rate of 6.00 percent per annum.

## **ARTICLE 7 - CONTRACT DOCUMENTS**

### **7.01 Contents**

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
    - c. Warranty bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings listed on the attached sheet index.
  - 7. Addenda (numbers 1 to \_\_\_\_\_, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8 - REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**8.02 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**8.03 Standard General Conditions**

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

**8.04** *IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.*

**8.05** *This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).*

Owner:  
\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:  
Sunram Construction, Inc.  
*(typed or printed name of organization)*

By: Ryan M. Sunram  
*(individual's signature)*

Date: 10/22/24  
*(date signed)*

Name: Ryan M. Sunram  
*(typed or printed)*

Title: President  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: Annette Shurts  
*(individual's signature)*

Title: NOTARY  
*(typed or printed)*

Address for giving notices:  
20010 75th Ave. North  
Corcoran MN 55340

Designated Representative:

Name: Ryan M. Sunram  
*(typed or printed)*

Title: President  
*(typed or printed)*

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: 763-420-2140

Email: ryan@sunramconstructioninc.com

License No.: BC645280  
*(where applicable)*

State: Minnesota

**END OF SECTION**

Spring Creek Stabilization (#9307475)

Owner: Lower Minnesota River Watershed District

Solicitor: ISG Inc - Provider Account

10/01/2024 10:00 AM CDT



Line Item	Item Code	Item Description	U of M	Quantity	Sunram Construction, Inc.	
					Unit Price	Extension
1	1	MOBILIZATION	LS	1	\$9,165.40	\$9,165.40
2	2	PUSSY WILLOW (Salix discolor)	EA	2	\$178.50	\$357.00
3	3	PAGODA DOGWOOD (Cornus alternifolia)	EA	6	\$102.00	\$612.00
4	4	CHOKECHERRY (Prunus virginiana)	EA	6	\$77.00	\$462.00
5	5	NANNYBERRY (Viburnum lentago)	EA	6	\$82.00	\$492.00
6	6	DOWNY ARROWWOOD (Viburnum rafinesquianum)	EA	5	\$109.00	\$545.00
7	7	NINEBARK (Physocarpus opulifolius)	EA	5	\$102.00	\$510.00
8	8	BLACK RASPBERRY (Rubus occidentalis)	EA	18	\$41.00	\$738.00
9	9	SPOTTED JOE PYE WEED (Eutrochium maculatum)	EA	24	\$25.00	\$600.00
10	10	SPOTTED GERANIUM (Geranium maculatum)	EA	64	\$33.00	\$2,112.00
11	11	VIRGINA CREEPER (Parthenocissus quinquefolia)	EA	75	\$41.00	\$3,075.00
12	12	OBEDIENT PLANT (Physostegia virginiana)	EA	37	\$31.00	\$1,147.00
13	13	SOLOMON'S SEAL (Polygonatum biflorum)	EA	15	\$35.00	\$525.00
14	14	GOLDENROD (Solidago canadensis)	EA	57	\$30.00	\$1,710.00
15	15	SPRENGEL'S SEDGE (Carex Sprengelii)	EA	76	\$30.00	\$2,280.00
16	16	HEAVY VEGETATIVE CLEARING WITH TREE REMOVAL	AC	0.15	\$45,000.00	\$6,750.00
17	17	INSTALL SILT FENCE	LF	140	\$5.00	\$700.00
18	18	INSTALL SEDIMENT CONTROL LOG	LF	213	\$5.00	\$1,065.00
19	19	12-INCH COIR LOG	LF	46	\$15.00	\$690.00
20	20	16-INCH COIR LOG	LF	325	\$27.00	\$8,775.00
21	21	RIPARIAN SOUTH AND WEST MNDOT SEED MIX 34-261 WITH CATEGORY 20 EROSION CO	SF	2856	\$1.10	\$3,141.60
22	22	TURF SEED - MNDOT SEED MIX 25-131 WITH CATEGORY 20 EROSION CONTROL BLANKET	SF	3049	\$0.50	\$1,524.50
23	23	LIVE STAKES	SY	246	\$25.25	\$6,211.50
24	24	REMOVE & DISPOSE BROKEN HEADWALL	EA	2	\$975.00	\$1,950.00
25	25	REMOVE TREE OBSTRUCTIONS	EA	13	\$450.00	\$5,850.00
26	26	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	155	\$155.00	\$24,025.00
27	27	COMMON EXCAVATION	CY	40	\$48.00	\$1,920.00
28	28	MISC. GRADING & REMOVE LANDSCAPING FABRIC	LS	1	\$2,575.00	\$2,575.00
29	29	COMMON BORROW	CY	45	\$43.00	\$1,935.00
<b>Base Bid Total</b>						<b>\$91,443.00</b>





**PERFORMANCE BOND**

54260214

<p><b>Contractor</b> Name: Sunram Construction, Inc. Address (principal place of business): 20010 75th Avenue North Corcoran, MN 55340</p>	<p><b>Surety</b> Name: United Fire &amp; Casualty Company Address (principal place of business): 118 2nd Ave. SE Cedar Rapids, IA 52407</p>
<p><b>Owner</b> Name: Lower Minnesota River Watershed District Mailing address (principal place of business): 112 5th Street East, Suite 102 Chaska, MN 55318</p>	<p><b>Contract</b> Description (name and location): Spring Creek Stabilization  Contract Price: \$91,443.00 Effective Date of Contract: October 22, 2024</p>
<p><b>Bond</b> Bond Amount: <u>Ninety-one Thousand Four Hundred Forty-three And No/100 (\$91,443.00)</u> Date of Bond: <u>October 22, 2024</u> (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal <u>Sunram Construction, Inc.</u> (Full formal name of Contractor)</p>	<p>Surety <u>United Fire &amp; Casualty Company</u> (Full formal name of Surety) (corporate seal)</p>
<p>By: <u>Ryan M. Sunram</u> (Signature)</p>	<p>By: <u>Nicole M. Coty</u> (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>Ryan M. Sunram</u> (Printed or typed)</p>	<p>Name: <u>Nicole M. Coty</u> (Printed or typed)</p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u>Annette Shierts</u> (Signature)</p>	<p>Attest: <u>Sienna McQuoid</u> (Signature)</p>
<p>Name: <u>Annette Shierts</u> (Printed or typed)</p>	<p>Name: <u>Sienna McQuoid</u> (Printed or typed)</p>
<p>Title: <u>NOTARY</u></p>	<p>Title: <u>Witness</u></p>
<p>Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in

whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
  - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

**PAYMENT BOND**

54260214

<p><b>Contractor</b>  <b>Name:</b> Sunram Construction, Inc.  <b>Address (principal place of business):</b>          20010 75th Avenue North          Corcoran, MN 55340</p>	<p><b>Surety</b>  <b>Name:</b> United Fire &amp; Casualty Company  <b>Address (principal place of business):</b>          118 2nd Ave. SE          Cedar Rapids, IA 52407</p>
<p><b>Owner</b>  <b>Name:</b> Lower Minnesota River Watershed          District  <b>Mailing address (principal place of business):</b>          112 5th Street East, Suite 102          Chaska, MN 55318</p>	<p><b>Contract</b>  <b>Description (name and location):</b>          Spring Creek Stabilization    <b>Contract Price:</b> \$91,443.00  <b>Effective Date of Contract:</b> October 22, 2024</p>

**Bond**      Ninety-one Thousand Four Hundred Forty-three And No/100 (\$91,443.00)  
**Bond Amount:**  
**Date of Bond:** October 22, 2024  
*(Date of Bond cannot be earlier than Effective Date of Contract)*  
**Modifications to this Bond form:**  
 None    See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

<p><b>Contractor as Principal</b>          Sunram Construction, Inc.</p>	<p><b>Surety</b>          United Fire &amp; Casualty Company</p>
<p>(Full formal name of Contractor)</p>	<p>(Full formal name of Surety) (corporate seal)</p>
<p>By: <u>Ryan M. Sunram</u>          (Signature)</p>	<p>By: <u>Nicole M. Coty</u>          (Signature) (Attach Power of Attorney)</p>
<p>Name: <u>Ryan M. Sunram</u>          (Printed or typed)</p>	<p>Name: <u>Nicole M. Coty</u>          (Printed or typed)</p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u>Annette Shieris</u>          (Signature)</p>	<p>Attest: <u>Sierra McQuoid</u>          (Signature)</p>
<p>Name: <u>Annette Shieris</u>          (Printed or typed)</p>	<p>Name: <u>Sierra McQuoid</u>          (Printed or typed)</p>
<p>Title: <u>NOTARY</u></p>	<p>Title: <u>Witness</u></p>

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all

funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;
    - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    - 16.1.7. The total amount of previous payments received by the Claimant; and
    - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute

against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

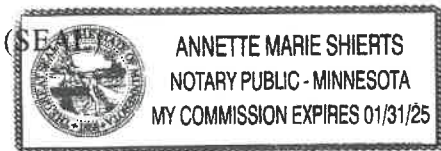
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**



CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On the 22 day of OCTOBER, 2024, before me personally appeared, RYAN SUNRAM to me, who being duly sworn, did depose and say: that s/he resides in MINNESOTA that s/he is the PRESIDENT of the Sunram Construction, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

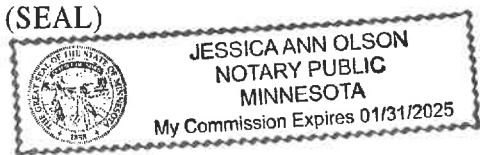


Annette Shierts  
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA  
COUNTY OF Dakota

On the 22nd day of October, 2024 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of United Fire & Casualty Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Jessica A. Olson  
Notary Public





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

NICOLE M. COTY, AMANDA PLANTENBERG, ERIN J. POHLMAN, JACQUELINE RILEY, JESSICA A. OLSON, DEAN SHAVER, MARLENA POPE, SIERRA MCQUOID, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 30th day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of January, 2024



UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

On 30th day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 22nd day of October, 2024



By: *Mary A Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> North Risk Partners 2010 Centre Pointe Blvd.  Mendota Heights MN 55120		<b>CONTACT NAME:</b> Michele Miller <b>PHONE (A/C No, Ext):</b> (651) 379-7800 <b>E-MAIL ADDRESS:</b> michele.miller@northriskpartners.com		<b>FAX (A/C, No):</b> (651) 379-7801	
<b>INSURED</b> Sunram Construction, Inc. 20010 75th Avenue North  Corcoran MN 55340-9459		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Western National Mutual		15377	
		<b>INSURER B:</b> Midwest Employers Casualty Company		23612	
		<b>INSURER C:</b> ACE American Insurance Company			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 24.25 All Lines

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP1337869	04/01/2024	04/01/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp 1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll 1,000			CPP1336534	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			UMB1056289	04/01/2024	04/01/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			22-0000465	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
C	Pollution Liability			G28273113004	04/01/2024	04/01/2025	Aggregate	6,000,000
							Occurrence	3,000,000
							Deductible	2,500

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Project Spring Creek Stabilization: Certificate holder and all others required by written contract are included as an Additional Insured in regard to the General Liability where required by written contract on a primary and non contributory basis including completed operations. Blanket Additional Insured applies to the Auto Liability and Pollution Liability when required by written contract on a primary non contributory basis. Blanket Waiver of Subrogation applies to the General Liability, Auto Liability, Pollution Liability, Work Comp and Umbrella policies when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Lower Minnesota River Watershed District 112 E 5th St #102  Chaska MN 55318	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### **Agenda Item**

#### **Item 6. A. – LMRWD Permit Renewals**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

There are two permits that require renewing this month. Table 1 of the Technical Memorandum – November 2024 Permit Renewal Requests, dated October 30, 2024, is attached listing the Permits that have requested renewal.

Staff recommends approval of both permits.

#### **Attachments**

Technical Memorandum – November 2024 Permit Renewal Requests, dated October 30, 2024

#### **Recommended Action**

Motion to Renew permits listed in Table 1 of the Technical Memorandum – November 2024 Permit Renewal Requests, dated October 30, 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:** October 30, 2024

**Re:** November 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 November 2024 LMRWD Permit Renewal Requests*

LMRWD No.	Project Name	City	Previous Expiration Date	Recommended Expiration Date
2022-022	Ace Rent A Car	Minneapolis	November 16, 2024	November 16, 2025
	Reason for Extension: Needs final vegetation establishment			
2021-033	MN MASH and 130 <sup>th</sup> St Extension	Savage	November 30, 2024	November 30, 2025
	Reason for Extension: Needs finalized as-built review			

### *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, November 6, 2024

### **Agenda Item**

#### **Item 6. B. – Minnesota Greenway Trail – Kennaley’s Creek Amendment**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

The LMRWD issued a permit for this project and construction began. During construction inconsistencies were discovered between surveys. The LMRWD was notified, and additional documentation was submitted. It was determined that an amendment to the permit would be necessary. Young Environmental Consulting Group reviewed the additional documentation on behalf of the LMRWD and is recommending approval of an amendment to the permit.

Details of the Young Environmental Consulting Group’s review is attached.

#### **Attachments**

Technical Memorandum – Minnesota River Greenway Trail – Kennaley’s Creek Amendment (LMRWD No. 2023-007) dated October 30, 2024

#### **Recommended Action**

Motion to approve Kennaley’s Creek permit amendment for the addition of a temporary construction crossing at Kennaley’s Creek



# Technical Memorandum



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

**From:** Erica Bock, Water Resources Scientist  
Hannah LeClaire, PE, Project Manager

**Date:** October 30, 2024

**Re:** Minnesota River Greenway Trail—Kennaley’s Creek Amendment (LMRWD No. 2023-007)

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## BACKGROUND

Dakota County received an individual project permit from the Lower Minnesota River Watershed District (LMRWD) for the Minnesota (MN) River Greenway Trail within Fort Snelling State Park on November 6, 2023, after the conditional approval items for the project were received. Construction began at the end of 2023.

In February 2024, Dakota County informed the LMRWD that two of the proposed boardwalks required elevation adjustments because the existing ground survey differed from the design survey. Young Environmental reviewed the boardwalk elevation changes with regard to Rule C, and an LMRWD Permit Amendment was issued after approval at the May 15, 2024, LMRWD board meeting. The permit amendment and original project review memorandums are included in Attachment 1.

During the initial project review, the Project proposed using the existing bridge over Kennaley’s Creek for construction access to avoid disturbance to the public water and potential cultural resources. However, on January 5, 2024, the Minnesota Department of Natural Resources (MnDNR) informed the LMRWD that the contractor for the MN River Greenway Trail Project (LMRWD No. 2023-007) installed a temporary bridge across Kennaley’s Creek for use during construction. This temporary bridge crossing was not permitted by the MnDNR Public Waters Permit or the LMRWD; however, the contractor agreed to stop construction immediately and apply for necessary permits to ensure compliance.

A meeting with Dakota County (permittee), S.M. Hentges (project contractor), Taylor Huinker (MnDNR), Young Environmental Staff, and Linda Loomis was held on January 17, 2024. Attendees discussed the temporary bridge over Kennaley’s Creek and determined it would require hydraulic modeling and additional review by the LMRWD and the MnDNR.

S.M. Hentges and Carlson-McCain (engineer for S.M. Hentges) met with the LMRWD on October 7, 2024, to discuss the modeling approach and submitted the modeling for review on October 9, 2024. Young Environmental reviewed the updates to the model with regard to Rule C to ensure the permit’s no-rise conditions remain in compliance. The construction timeline for this portion of the

project has been delayed pending cultural resources permitting. We will remain in contact with the permittee for project updates.

## SUMMARY

**Project Name:** Minnesota River Greenway Trail—Kennaley’s Creek Amendment  
**Purpose:** Temporary bridge crossing

**Project Size:**

Area Disturbed	Existing Impervious Area	Proposed Impervious Area	Net Increase Impervious Area
11.9 acres	0 acres	3.7 acres	3.7 acres

**Location:** Kennaley’s Creek Crossing (approximately 0.5 miles east of TH77)

**LMRWD Rules:** Rule C—Floodplain and Drainage Alteration

**Recommended Board Action:** Approval

## DISCUSSION

The LMRWD received the following documents for review to support the Kennaley’s Creek permit amendment request:

- MN River Greenway Temporary Bridge HEC-RAS Model by Carlson-McCain; received October 9, 2024
- MN River Greenway Temporary Bridge Modeling Memo by Carlson-McCain; received October 9, 2024
- MN River Greenway Temporary Bridge Excavation Quantities by S.M. Hentges; received October 9, 2024
- Restoration plan by S.M. Hentges; Received October 9, 2024
- MnDNR Public Waters Permit by MnDNR; dated October 9, 2024; received October 28, 2024

The documents provided are sufficient to complete our review.

### *Rule B—Erosion and Sediment Control*

The LMRWD regulates land-disturbing activities that affect one acre or more under Rule B. Minor changes to the disturbed area were made to include the temporary bridge and erosion, and sediment control measures were adjusted accordingly. The contractor provided a restoration plan to tie back into the existing bank soils after construction. These areas will be seeded with a seed mix for wet

ditches, and wildlife-friendly erosion control blankets will be installed to allow for vegetative support of the banks. The project meets the requirements of Rule B.

### *Rule C—Floodplain and Drainage Alteration*

The LMRWD requires applicants to provide documentation that the proposed floodplain fill will not cause an increase in the Minnesota River's 100-year water surface elevation. The project is within the Minnesota River floodplain as shown on the Dakota County Flood Insurance Rate Map (FIRM) Panel 27037C0080E (effective December 2, 2011). The effective FIRM from 2011 shows the project in a FEMA Zone AE (or 100-year floodplain). The 100-year water surface elevations range throughout the project from 714.2 to 714.4 feet NGVD29.

Carlson-McCain provided an updated hydraulic model and hydraulic modeling summary based on the FEMA effective model to support the no-rise conditions. Elevations of the temporary bridge were added to cross-section 10.8. There are 34 cubic yards of excavation proposed for the temporary bridge. The temporary excavation will be used to create the ramp to the bridge. The excavated material is to be returned to its original location upon removal of the temporary bridge and the area returned to existing conditions, resulting in no net cut or fill. The model showed no change in the 100-year water surface elevation between the proposed permanent and proposed temporary conditions. The areas will be properly seeded and have wildlife-friendly erosion control blankets installed to allow for vegetation support on the banks. The project meets the minimum requirements of Rule C.

The MnDNR is requiring a no-rise certificate and restoration plan for the project and a copy of the MnDNR Public Waters Permit for the temporary crossing at Kennaley's Creek was received.

### *Recommendations*

Based on the project review, we recommend approval of the Kennaley's Creek permit amendment for the addition of a temporary construction access crossing at Kennaley's Creek.

### *Attachments*

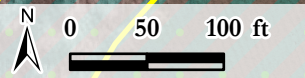
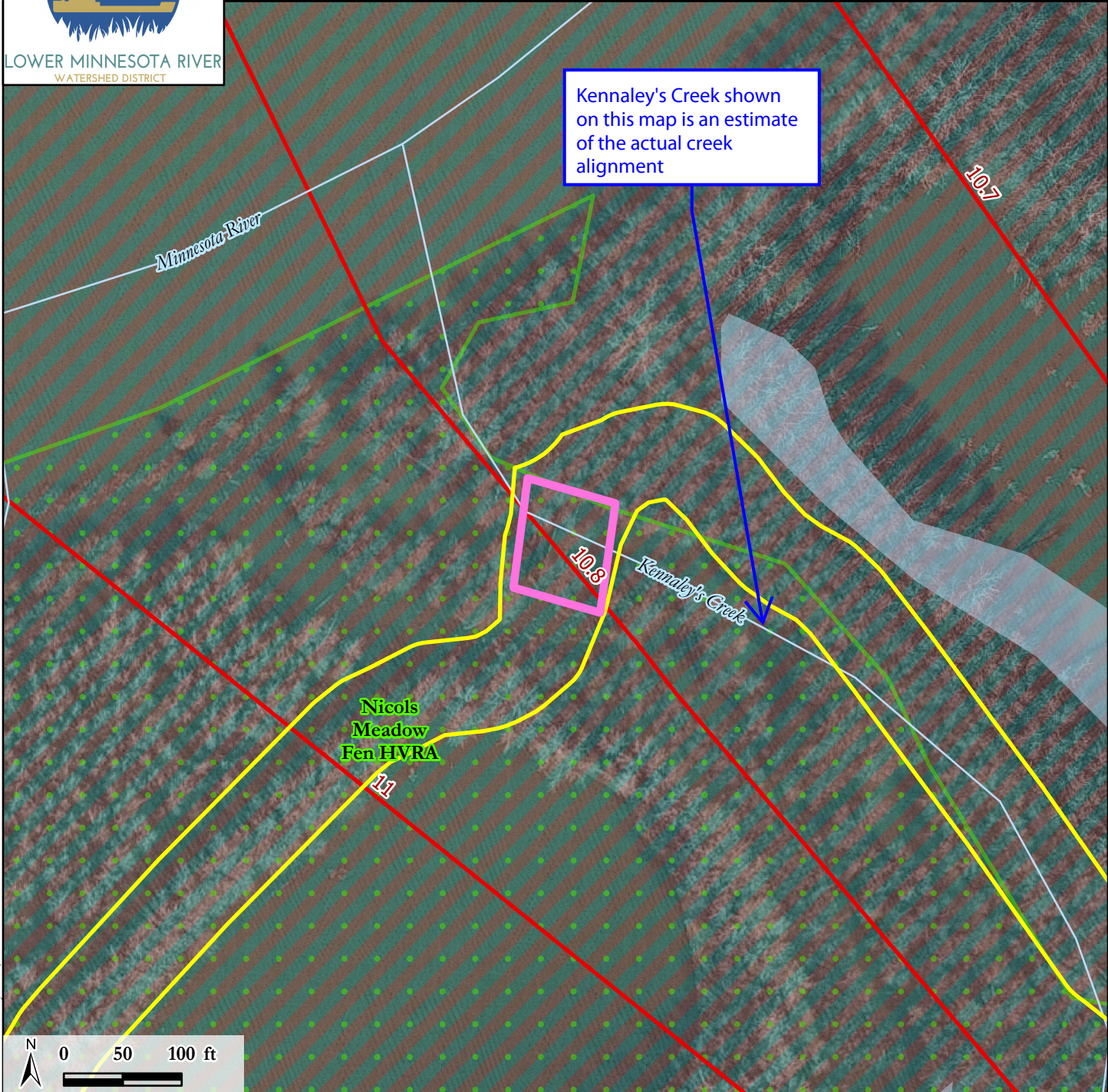
- Attachment 1—MN River Greenway Trail Permit Review and Amendment #1
- Figure 1—Temporary Bridge Location



LOWER MINNESOTA RIVER  
WATERSHED DISTRICT

Figure 1: MN River Greenway Trail Kennaley Creek Bridge Location  
LMRWD No. 2023-007

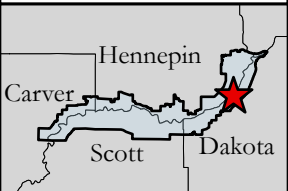

Kennaley's Creek shown on this map is an estimate of the actual creek alignment



**Legend**

-  Project Location
-  Cross Sections
-  Bridge
-  Floodway
-  High Value Resource Area
-  Public Waterbodies
-  Public Waters

LMRWD Watershed Location Map

Young Environmental Consulting Group, LLC

Projects\LMRWD\Project\_Reviews\02 In Process\2023-007 MN River Greenway Trail\04 GIS



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### **Agenda Item**

#### **Item 6. C. – Permit Fee Schedule update**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

At the July 17, 2024, Lower Minnesota River Board of Managers meeting, revisions to the LMRWD fee schedule were recommended to the Board of Managers. The Board adopted the recommended revisions to the fees schedule for permit review fees and asked that further revisions be considered to try to equalize the fees collected for permit reviews with the actual cost to review permits.

Details of the steps taken to consider further revisions to the fee schedule are provided in a Technical Memorandum prepared by Young Environmental Consulting Group are attached.

There will be extra expenses for administrative services to implement the recommended revisions, as this will involve additional tracking of permit reviews, that will take time to invoice and refund fees under this program.

#### **Attachments**

Technical Memorandum – Request for Permit Fee Revision Amendment dated October 30, 2024

#### **Recommended Action**

Motion to adopt recommendations made in Technical Memorandum – Request for Permit Fee Revision Amendment dated October 30, 2024

# Technical Memorandum



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

**From:** Rachel Kapsch, Water Resources Scientist  
Hannah LeClaire, PE, Project Manager  
Della Schall Young, CPESC, PMP  
John C. Kolb, Attorney

**Date:** October 30, 2024

**Re:** Request for Permit Fee Revision Amendment

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## INTRODUCTION

At the July 17, 2024, Lower Minnesota River Watershed District (LMRWD) Board Meeting, the LMRWD Board of Managers asked Young Environmental Consulting Group, LLC (Young Environmental) to research other water management organizations' fee schedules and produce a recommendation for an updated LMRWD permit application fee schedule to align better with the costs incurred during the review process. The LMRWD Board of Managers approved the recommendation at the August 14, 2024, Board Meeting, and it is included as Attachment 1. Board President Joseph Barisonzi provided additional comments to Young Environmental suggesting permit fee schedule modifications based on research he had conducted. Della Schall Young and Hannah LeClaire (Young Environmental, LMRWD technical consultant), John Kolb (Rinke Noonan, LMRWD legal consultant), and Linda Loomis (LMRWD administrator) met on August 28, 2024, and September 24, 2024, to discuss additional necessary revisions based on Board President Barisonzi's comments. These meetings prompted the revision of the fee schedule enacted on September 1, 2024. If approved, the revised permit fee schedule presented in this memorandum will become effective on December 1, 2024 (Attachment 2).

## DISCUSSION

Discussion and recommendations herein are premised upon the authority that the Minnesota Statute grants the LMRWD. The provisions of Statute Chapter 103D (Watershed Law) limit the Board's authority related to permitting and collection of associated costs.

As it relates to permitting and collection of fees, Section 103D.341 of the Watershed Law provides for a minimal application fee, inspection fees, and financial surety from most applicants.<sup>1</sup> The timing of permit application reviews is tied to Statutes Section 15.99, which requires prompt government action on complete applications related to zoning, septic systems, watershed district review, soil and water conservation district review, or the expansion of the metropolitan urban service area. Section 15.99 requires affirmative approval or denial within 60 days of receiving the complete application unless circumstances warrant an extension of time, not to exceed 120 days in most situations. Section 15.99 gives the government body 15 business days to determine whether an application is complete. If incomplete, the 60-day period is reset if the government body provides the applicant with written notice of an incomplete application and a summary of the missing information.

With an incomplete application, the applicant forfeits any portion of the inspection fee used in reviewing the information. For this reason, it is important that the LMRWD's rules include details of all information required for a complete application. Upon resubmission of an application, the 15-business-day review and 60-day action times are reset. The LMRWD can require additional application and inspection fees as part of the resubmission.

Comments received regarding the fee schedule enacted September 1, 2024, are listed below in Table 1. Our responses indicate how we incorporated the comments into the updates to the permit fee schedule.

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<sup>1</sup> A person applying for a permit required by the Managers under a rule controlling the use and development of land in the floodplain, greenbelt, and open space areas of the watershed district must accompany the application with a permit application fee to defray the cost of recording and processing the application. The Managers may set the fee not to exceed \$10.

The Managers may charge, in addition, a field inspection fee of at least \$35. The inspection fee must be used to cover actual costs related to a field inspection. Inspection costs include investigation of the area affected by the proposed activity, analysis of the proposed activity, services of a consultant, and any required subsequent monitoring of the proposed activity. Costs of monitoring an activity authorized by permit may be charged and collected as necessary after issuance of the permit.

The fees above may not be charged to the federal government, the state, or a political subdivision.

The Managers may require a permit applicant to file a bond or other form of financial assurance with the Managers in an amount set by the Managers and conditioned on performance by the applicant of authorized activities in conformance with the terms of the permit.

Table 1. Comments received on permit fee schedule approved August 21, 2024; effective September 1, 2024

Comment	Response
<p><b>Resubmission or Correction Fees:</b> Charge an additional fee for each resubmission or correction that is required due to errors, omissions, or incomplete information in the initial application.</p>	<p>Resubmission or correction fees will not be included as part of the fee schedule amendment. However, applicants will be required to pay additional inspection fees for permit applications deemed incomplete after two (2) consecutive reviews by LMRWD permitting staff. Inspection fees cover the cost the LMRWD incurs to review resubmitted permit materials.</p> <p>Please see the <b>Penalty for Repeated Errors</b> section for additional information.</p>
<p><b>Hourly Review Fees:</b> Implement an hourly review fee for any time spent on applications that exceed the standard review time due to issues caused by the applicant’s submission. This fee is in addition to the standard permit fee.</p>	<p>Permit applicants are charged an inspection fee dependent upon the LMRWD rule(s) the project triggers and the size of the project. Services provided as part of the inspection fee include reviewing the permit application and materials, correspondence and any meetings with the permit applicant, and field inspection(s). In the September 1, 2024, fee schedule update, permit applicants would not be charged additional fees until the actual cost to conduct a permit review reached or exceeded \$5,000. For the permit fee schedule amendment, we propose that applicants be charged an initial inspection fee based upon project size and LMRWD rules triggered. After we receive and process a permit application, we will track the cost to perform the permit application review based upon the District Engineer’s hourly rate. Applicants will not be charged additional fees until the tracked cost to perform the permit review has exceeded the initial inspection fee. At this time, applicants will be charged additional fees based on District Engineer’s hourly rate.</p> <p>Hourly rates are based on the service fees of the LMRWD District Engineer. With this modification, the LMRWD will recoup all costs incurred while reviewing private individual permit applications.</p>



<p><b>Expedited Review Premium:</b> Offer a premium fee option for expedited processing. However, if the applicant chooses this option and the application is incomplete or sloppy, the expedited fee is forfeited or increased.</p>	<p>The timeline for permit reviews is established in Minnesota Statute 15.99, Subd. 2 and 3. Per Statute, agencies are granted 15 business days upon receipt of an application to respond to applicants. If the application is sufficient and complete, the agency must approve or deny the permit within 60 days. LMRWD Rule A (Administrative and Procedural Requirements) indicates that LMRWD permitting staff must determine that a permit application is complete at least 20 business days prior to the next Board Meeting to be considered for approval at that Board Meeting. Applicants can find review timelines and deadlines on the LMRWD website.</p> <p>The completeness of applications and the timing of monthly Board Meetings influence project review schedules. Only complete and sufficient applications will be eligible for an expedited review. Implementing expedited reviews would require additional resources from the LMRWD engineering pool to aid in reviewing the permit applications on an expedited schedule. Conducting more frequent, special Board Meetings to approve expedited permits would also be required.</p> <p>Applicants can also request a special meeting for consideration of their application. The applicant would be required to pay all costs associated with the special meeting (i.e., Manager per diem, administrative costs, and costs of consultants attending the special meeting, etc.).</p> <p>Currently, if permit applications are complete and sufficient, LMRWD staff can recommend approval or conditional approval within 30 days of notice of completeness. Quality permit applications naturally expedite the review process without an additional fee.</p>
<p><b>Tiered Fee Structure:</b> Create a tiered fee structure where the base fee covers a standard number of review hours, and additional hours due to applicant errors are billed at a higher rate.</p>	<p>A tiered fee structure was enacted as part of the September 1, 2024, fee schedule update. Rule B reviews have lower inspection fees because applications are limited in complexity, ultimately shortening review times. All other projects (Rules C, D, and F) have higher inspection fees because of project complexity. Additionally, the fee schedule designates inspection fees by land disturbance, creating another tier.</p>

<p><b>Penalty for Repeated Errors:</b> Introduce a penalty fee for repeated errors in the application. For example, the first resubmission might be free, but subsequent resubmissions incur increasing fees.</p>	<p>If a permit applicant submits an insufficient application, the LMRWD will provide comments on areas of insufficiency. After the LMRWD has performed an initial review and provided comments, applicants will have an opportunity to revise and submit a complete application. If the applicant’s second submittal still does not include all necessary materials and information for a complete permit application, the LMRWD will prepare a technical memorandum on the project and recommend that the Board of Managers deny the permit request, including the reason for denial. Upon denial, the applicant forfeits any portion of the inspection fee charged as part of permit review. If the Board of Managers denies the application, the permit review process will start again from the beginning, meaning the applicant will be required to submit a new application and inspection fee. This cycle will repeat until the applicant has submitted sufficient information. This process follows <a href="#">Minnesota Statute 103D.345</a> and <a href="#">Minnesota Statute 15.99, Subd. 2 and 3</a> while encouraging accurate and complete applications to avoid resubmittal of an inspection fee.</p>
<p><b>Education or Training Requirement:</b> Implement a mandatory training or workshop for applicants who submit sloppy applications, with a fee attached to this training.</p>	<p>Permit applicants are encouraged to set up pre-application meetings with permitting staff to learn about LMRWD rules as they relate to their project and required submittal items for each rule. Any meetings set up during the review process to help the applicant with their submittals will be charged to the applicant based on the new fee schedule.</p>
<p><b>Detailed Documentation and Transparency:</b> Clearly document and communicate the criteria that define what constitutes a "sloppy" or incomplete application, and outline the additional fees that will be incurred</p>	<p>Cover pages (Attachments 3–6) have been created for each rule. The first column details the exhibit and submittal requirements as they are written in the LMRWD rules, the second column allows permit applicants to check YES or NO to indicate whether the item is included, and the third column allows the applicant to indicate where in their application the information is provided. Cover pages were created to minimize insufficient applications and increase transparency on required submittal items, with the goal of making each permit review more efficient for both the applicant and permitting staff.</p>

## Recommendations

Young Environmental recommends that the Board of Managers approve the following changes to the permit fee schedule enacted on September 1, 2024. See Attachment 2 for changes highlighted in red.

- A new paragraph was included to highlight that an inspection fee must be resubmitted if the Board dismisses an application because of insufficient information. The applicant forfeits any portion of the inspection fee if the application is deemed incomplete or is denied. This informs applicants of the potential costs associated with incomplete applications.
- The footnote for all project inspection fees has been updated to indicate that applicants will be charged at an hourly rate, based on the service fees of the LMRWD District Engineer once the actual cost to conduct a permit review exceeds the base inspection fee. This differs from the August 14 recommendation for fees to be incurred on an hourly rate only after total permit review fees exceeded \$5,000.
- An enhanced, After-the-Fact inspection fee of \$500 has also been added for all After-the-Fact permits, in addition to all applicable inspection fees required for the project review. This enhanced fee was added in an effort to deter After-the-Fact permitting and to cover the cost of the initial site inspection for an After-the-Fact permit.
- Cover pages (Attachments 3–6) have been created for each rule to promote complete permit applications.

The recommended fee schedule reflects the Board's continued commitment to the following:

- **Promote Public Awareness:** Application fees encourage public familiarity with permit requirements, increasing compliance and reducing the need for extensive enforcement actions.
- **Protect Water Resources:** The LMRWD Watershed Management Plan prioritizes review and inspection of development projects with potential risk to water resources. The cost of these reviews and inspections exceeds what can be reasonably funded through the annual tax levy. The proposed fee schedule supports this crucial element of water resource protection within the district.
- **Shift Costs to Responsible Parties:** Unfortunately, instances occur where work is undertaken without the required permits or in violation of issued permits. The LMRWD incurs inspection and analysis costs in such cases. The enforcement portion of this fee schedule for After-the-Fact permits shifts these costs to the responsible parties instead of the LMRWD general tax levy.

*Attachments*

- Attachment 1—Lower Minnesota River Watershed District Individual Project Review Fee Schedule (Effective September 1, 2024)
- Attachment 2—Lower Minnesota River Watershed District Individual Project Review Fee Schedule (Effective December 1, 2024) Markup
- Attachment 3—Rule B (Erosion and Sediment Control) Cover Page
- Attachment 4—Rule C (Floodplain and Drainage Alteration) Cover Page
- Attachment 5—Rule D (Stormwater Management) Cover Page
- Attachment 6—Rule F (Steep Slopes) Cover Page

**Lower Minnesota River Watershed District Individual Project Review Fee Schedule  
(Effective September 1, 2024)**

Review the appropriate table for your project to determine the total review fee.

**Table 1. Individual Single Family Residential Lot Project Review Fees Only**

Land-disturbing activities on one (1) single family residential parcel only	
All LMRWD Rules	\$150*

**Table 2. Project Review Fees for All Other Projects**

For all other projects, the project review fee is based on the LMRWD Rules triggered and amount of land disturbance		
Rule B <b>ONLY</b>	Less than 5 Acres of Land Disturbance	\$1,000*
All other projects	Less than 5 Acres of Land Disturbance	\$2,000*
Rule B <b>ONLY</b>	Greater than 5 Acres of Land Disturbance	\$1,500*
All other projects	Greater than 5 Acres of Land Disturbance	\$2,500*

\* If the actual cost to conduct a review reaches \$5,000, the applicant shall be required to reimburse the LMRWD for all costs it incurs in excess of \$5,000, in addition to base and add-on fees. The LMRWD shall bill the applicant for the additional costs. If an applicant fails to fully reimburse LMRWD for the additional costs, any future requests for a review from the applicant shall be deemed incomplete, and the LMRWD will not conduct a review until all outstanding amounts have been paid.

**After-the-Fact Permit Fees will be incurred at an hourly rate based on service fees of the LMRWD District Engineer.**

The fee provided by this rule will not be charged to any agency of the United States or any governmental unit or political subdivision of the State of Minnesota.

**Please mail permit fees to the LMRWD office at:**

Lower Minnesota River Watershed District  
Attn: Linda Loomis, Administrator  
112 E. 5<sup>th</sup> Street, #102  
Chaska, Minnesota 55318

**Lower Minnesota River Watershed District (LMRWD) Permit Fee Schedule**  
**(Effective December 1, 2024)**

An inspection fee (Tables 1 and 2) is due at the time of application. If the LMRWD Board of Managers dismisses an incomplete application, applicants will be required to resubmit their application. Permit applications resubmitted following Board dismissal are treated as new applications and must be accompanied by another inspection fee.

Inspection fees include services such as permit application review, correspondence and meetings with applicants, and inspection(s). Services are partitioned as refundable and nonrefundable, with permit application review being nonrefundable. Tables 1 and 2 outline total cost and partitioning of inspection fees.

Review the appropriate table for your project to determine the **inspection** fee.

**Table 1. Individual Single-Family Residential Lot Project *Inspection* Fee**

Land-disturbing activities on one (1) single-family residential parcel	
All LMRWD Rules	\$150*

**Table 2. *Inspection* Fees for All Other Projects**

For all other projects, the <b>inspection</b> fee is based on the LMRWD Rules triggered and amount of land disturbance		
Rule B <b>ONLY</b>	Less than 5 acres of land disturbance	\$1,500*
Rule B <b>ONLY</b>	Greater than 5 acres of land disturbance	\$2,000*
All other projects	Less than 5 acres of land disturbance	\$2,500*
All other projects	Greater than 5 acres of land disturbance	\$3,000*

\* If the actual cost to conduct a permit review **exceeds the inspection fee**, fees will be incurred at an hourly rate based on the service fees of the LMRWD District Engineer, which the LMRWD will publish annually. Fees are the responsibility of the applicant and are due to the LMRWD before the issuance of a permit. If an applicant fails to fully reimburse the LMRWD for the review costs, any future requests for a review from the applicant shall be deemed incomplete, and the LMRWD will not conduct a review until all outstanding amounts have been paid.

**After-the-Fact Permits are subject to the inspection fees as shown in Table 2 and an additional \$500 enhanced After-the-Fact inspection fee for an initial field site condition assessment. If the actual cost to conduct a review exceeds the inspection fee, excluding the \$500 enhanced fee, fees will be incurred at an hourly rate based on the service fees of the LMRWD District Engineer. Fees are the responsibility of the applicant and are due to the LMRWD before the issuance of a permit.**

The fee provided by this Rule will not be charged to any agency of the United States or any governmental unit or political subdivision of the State of Minnesota.

**Please mail permit fees to the LMRWD office at the following:**

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



## LMRWD Rule B (Erosion and Sediment Control) Cover Page

Required Exhibit/Information	Included? (Y/N)	If included, where in the submittal materials is the requirement met? If not, why was the exhibit/information not included?
<b>Narrative</b>		
Total project area and area of proposed disturbance; if within the HVRA, the narrative must include the excavated volume in addition to the total area disturbed		
Explanation of existing and proposed conditions		
Name, address, and telephone number(s) of all property owners		
Name, address, and telephone number(s) of all contractors undertaking land-disturbing activities as part of the proposed project		
Property owner's signature		
Statement granting the District and its authorized representatives' access to the site for inspection purposes		
Designation of an individual who will remain liable to the District for performance under this Rule from the time the permitted activities commence until vegetative cover is established and the District has certified satisfaction with erosion and sediment control requirements		
<b>Erosion and Sediment Control Plan</b>		
Topographic maps of existing and proposed conditions that clearly indicate all hydrologic features and areas where grading will expose soils to erosive conditions as well as the flow direction of all runoff (Single-family home construction or reconstruction projects may comply with this provision by providing satellite imagery or an oblique map acceptable to the District.)		
Tabulation of the construction implementation schedule for all projects except construction or reconstruction of a single-family home		
Name, address, and phone number(s) of the individual responsible for inspection and maintenance of all erosion and sediment control measures		



Temporary erosion and sediment control measures that will remain in place until vegetation is established		
All final erosion control measures and their locations		
Staging areas, as applicable		
Delineation of any floodplain and/or wetland area changes		
Documentation of the project's NPDES Construction Stormwater Permit status, if applicable		
<b>Authorization of Agent Form</b>		
If the applicant for the project is NOT the landowner for where the project is located, please include <a href="#">Authorization of Agent</a> form.		

## Signature

By signing this document, I certify that the associated permit application is complete and includes all required information and exhibits.

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*Name (Authorized Agent or Landowner)*

*Date*





## LMRWD Rule C (Floodplain and Drainage Alteration) Cover Page

Required Exhibit/Information	Included? (Y/N)	If included, where in the submittal materials is the requirement met? If not, why was the exhibit/information not included?
<b>Narrative</b>		
Total project area and locations of proposed floodplain or drainage alterations		
Explanation of existing and proposed conditions		
Name, address, and telephone number(s) of all property owners		
Name, address, and telephone number(s) of all contractors undertaking land-disturbing activities as part of the proposed project		
Property owner's signature		
Statement granting the District and its authorized representatives' access to the site for inspection purposes		
<b>Site Plan</b>		
Property lines		
Delineation of the work area		
Existing elevation contours of the work area		
Proposed elevation contours		
Ordinary high water level or normal water elevation and existing and proposed 100-year flood elevations determined by a professional engineer (All elevations must reference the North American Vertical Datum of 1988 [NAVD88])		
<b>Floodplain Fill Calculations</b>		
Tabulation of cut, fill, and compensatory storage resulting from the proposed activity		
Tabulation and documentation of the change in water storage capacity and conveyance resulting from proposed activity in a format acceptable to the District		
No-rise certification, including supporting hydraulic modeling files or calculations, work maps, and reports		



<b>Erosion and Sediment Control Plan</b>		
Topographic maps of existing and proposed conditions that clearly indicate all hydrologic features and areas where grading will expose soils to erosive conditions as well as the flow direction of all runoff (Single-family home construction or reconstruction projects may comply with this provision by providing satellite imagery or an oblique map acceptable to the District.)		
Tabulation of the construction implementation schedule for all projects except construction or reconstruction of a single-family home		
Name, address, and phone number(s) of the individual responsible for inspection and maintenance of all erosion and sediment control measures		
Temporary erosion and sediment control measures that will remain in place until vegetation is established		
All final erosion control measures and their locations		
Staging areas, as applicable		
Delineation of any floodplain and/or wetland area changes		
Documentation of the project's NPDES Construction Stormwater Permit status, if applicable		
<b>Easements</b>		
Documentation that drainage and flowage easements over all land and facilities below the 100-year flood elevation, if required by the municipality with jurisdiction, have been conveyed and recorded (For public entities, this requirement may be satisfied by a written agreement executed with the District in lieu of a recorded document. The agreement must state that, if the land within the 100-year floodplain is conveyed, the public body will require the buyer to comply with this subsection.)		
<b>Authorization of Agent Form</b>		
If applicant for the project is NOT the landowner for where the project is located, please include <a href="#">Authorization of Agent</a> form.		



## Signature

By signing this document, I certify that the associated permit application is complete and includes all required information and exhibits.

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*Name (Authorized Agent or Landowner)*

*Date*



## LMRWD Rule D (Stormwater Management) Cover Page

Required Exhibit/Information	Included? (Y/N)	If included, where in the submittal materials is the requirement met? If not, why was the exhibit/information not included?
<b>Narrative</b>		
Total amount of disturbance proposed by project both in terms of surface area (square feet) and volume (cubic feet)		
Total amount of existing impervious surfaces, proposed new impervious surfaces, and fully reconstructed impervious surfaces proposed by the project		
Name, address, and telephone number(s) of all property owners		
Name, address, and telephone number(s) for all contractors undertaking land-disturbing activities as part of the proposed project		
Property owner's signature		
Statement granting the District and its authorized representatives' access to the site for inspection purposes		
Designation of an individual who will remain liable to the District for performance under this Rule from the time the permitted activities commence until vegetative cover is established and the District has certified satisfaction with erosion and sediment control requirements		
<b>Stormwater Modeling</b>		
Stormwater management system modeling in a form acceptable to the District that uses the most recent applicable precipitation reference data (e.g., Atlas 14) such as HydroCAD, SWMM, MIDS calculator, or P8  <b>NOTE:</b> Modeling file must be submitted. Submission of PDF results do not serve as a substitution for modeling files.		
Existing and proposed drainage area maps including existing and proposed impervious area		
<b>Site Plan</b>		
Property lines and delineation of lands under ownership of the applicant		
Existing and proposed elevation contours		



<p>Identification of existing and proposed normal and ordinary high and 100-year water elevations on-site</p>		
<p><b>Stormwater Management Plan</b></p>		
<p>Proposed and existing stormwater facility locations, alignment, and elevation</p>		
<p>Delineation of existing wetlands, marshes, shoreland, and/or floodplain areas on-site or to which any portion of the project parcel drains except where a project will not alter or change the hydrology of a wetland, the plan need only identify the wetland</p>		
<p>Geotechnical analysis, including soil borings, at all proposed stormwater management facility locations</p>		
<p>If infiltration of runoff is proposed, data must be submitted showing the following:</p> <ol style="list-style-type: none"> <li>1. No evidence of groundwater or redoximorphic soil conditions within three (3) feet of the bottom of the facility, practice, or system;</li> <li>2. Soil conditions within five (5) feet of the bottom of any stormwater treatment facility, practice, or system; and</li> <li>3. If requested by the engineer, site-specific infiltration capacity of soils at the bottom of the facility, practice, or system (In addition, the District engineer may require submission of a phase I environmental site assessment and/or other documentation to facilitate analysis by the District of the suitability of the site for infiltration.)</li> </ol>		
<p>If filtration of runoff is proposed due to the site constraints listed in Section 5.4.2.C, the application must include a discussion of why filtration was selected and provide an exhibit documenting all active karst features, DWSMA, contamination, soils, and any other infiltration-limiting features.</p>		
<p>Construction plans and specifications for all proposed stormwater management facilities, including design details for outlet control structures</p>		



Stormwater runoff volume and rate analyses for the 2-, 10-, and 100-year 24-hour critical events and existing and proposed conditions using Atlas 14 nested distribution		
All hydrologic, water quality, and hydraulic computations completed to design the proposed stormwater management facilities		
Narrative addressing incorporation of retention BMPs		
Platting or easement documents showing sufficient drainage and ponding/flowage easements over hydrologic features, such as floodplains, storm sewers, ponds, ditches, swales, wetlands, and waterways, if required by the municipality with jurisdiction		
Documentation of the project's NPDES Construction Stormwater Permit status, if applicable		
If a stormwater harvest and reuse practice is proposed to meet applicable requirements, the following materials must be submitted: <ol style="list-style-type: none"><li>1. An analysis using a stormwater reuse calculator or equivalent methodology approved by the District engineer;</li><li>2. Documentation of the adequacy of soils, storage capacity, and delivery systems;</li><li>3. Delineation of green space area to be irrigated, if applicable; and</li><li>4. A detailed irrigation or usage plan showing compliance with the District's volume retention requirements</li></ol>		
<b>Off-Site Stormwater Facilities</b>		
If off-site stormwater or regional conveyance systems are proposed, the applicant must provide documentation demonstrating that the applicant holds the legal rights necessary to discharge to any off-site stormwater facility/facilities used for compliance, that the proposed design is in compliance with the original off-site stormwater facility design assumptions and capacity, and that the facility/facilities are subject to a maintenance document satisfying the requirements of this Rule.		



<b>Erosion and Sediment Control Plan</b>		
Topographic maps of existing and proposed conditions that clearly indicate all hydrologic features and areas where grading will expose soils to erosive conditions as well as the flow direction of all runoff (Single family home construction or reconstruction projects may comply with this provision by providing satellite imagery or an oblique map acceptable to the District.)		
Tabulation of the construction implementation schedule for all projects except construction or reconstruction of a single-family home		
Name, address, and phone number(s) of the individual responsible for inspection and maintenance of all erosion and sediment control measures		
Temporary erosion and sediment control measures that will remain in place until vegetation is established		
All final erosion control measures and their locations		
Staging areas, as applicable		
Delineation of any floodplain and/or wetland area changes		
<b>Maintenance</b>		
Maintenance plan and applicable maintenance agreements (Note that in many cases a municipal stormwater agreement may be acceptable in lieu of a separate agreement with the District.)		
<b>Authorization of Agent Form</b>		
If applicant for the project is NOT the landowner for where the project is located, please include <a href="#">Authorization of Agent</a> form.		

## Signature

By signing this document, I certify that the associated permit application is complete and includes all required information and exhibits.

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Name (Authorized Agent or Landowner)

Date



## LMRWD Rule F (Steep Slopes) Cover Page

Required Exhibit/Information	Included? (Y/N)	If included, where in the submittal materials is the requirement met? If not, why was the exhibit/information not included?
<b>Narrative</b>		
Total amount of disturbance proposed by project, both in terms of surface area (SF) and volume (CY)		
Explanation of existing and proposed conditions		
Name, address, and telephone number(s) of all property owners		
Name, address, and telephone number(s) for all contractors undertaking land-disturbing activities as part of the proposed project		
Property owner's signature		
Statement granting the District and its authorized representatives' access to the site for inspection purposes		
Designation of an individual who will remain liable to the District for performance under this Rule from the time the permitted activities commence until vegetative cover is established and the District has certified satisfaction with erosion and sediment control requirements		
<b>Erosion and Sediment Control Plan</b>		
Topographic maps of existing and proposed conditions that clearly indicate all hydrologic features and areas where grading will expose soils to erosive conditions as well as the flow direction of all runoff (Single-family home construction or reconstruction projects may comply with this provision by providing satellite imagery or an oblique map acceptable to the District.)		
Tabulation of the construction implementation schedule for all projects except construction or reconstruction of a single-family home		
Name, address, and phone number of the individual responsible for inspection and maintenance of all erosion and sediment control measures		
Temporary erosion and sediment control measures that will remain in place until vegetation is established		





All final erosion control measures and their locations		
Staging areas, as applicable		
Delineation of any floodplain and/or wetland area changes		
Documentation of the project's NPDES Construction Stormwater Permit status, if applicable		
<b>Stormwater Modeling</b>		
Stormwater management system modeling in a form acceptable to the District and that uses the most recent applicable precipitation reference data (e.g., Atlas 14), such as HydroCAD, SWMM, MIDS calculator, or P8 for all discharge locations and clearly demonstrates no changes to existing drainage patterns, rates, and volumes		
<b>Site Plan</b>		
Property lines and delineation of lands under ownership of the applicant		
Existing and proposed elevation contours		
Identification of existing and proposed normal and ordinary 100-year and high water elevations on-site		
<b>Stormwater Management Plan</b>		
Proposed and existing stormwater facilities location, alignment, and elevation		
Delineation of existing wetlands, marshes, shoreland, and/or floodplain areas on-site or to which any portion of the project parcel drains except when a project will not alter or change the hydrology of a wetland, and the wetland need only be identified on the plan		
Geotechnical analysis, including soil borings, at all proposed stormwater management facility locations		



<p>If infiltration of runoff is proposed, data must be submitted showing the following:</p> <ol style="list-style-type: none"><li>1. No evidence of groundwater or redoximorphic soil conditions within three (3) feet of the bottom of the facility, practice, or system</li><li>2. Soil conditions within five (5) feet of the bottom of any stormwater treatment facility, practice, or system</li><li>3. If requested by the engineer, site-specific infiltration capacity of soils at the bottom of the facility, practice, or system. In addition, the District engineer may require submission of a phase I environmental site assessment and/or other documentation to facilitate analysis by the District of the suitability of the site for infiltration</li></ol>		
<p>Construction plans and specifications for all proposed stormwater management facilities, including design details for outlet control structures</p>		
<p>Stormwater runoff volume and rate analyses for the 2-, 10-, and 100-year 24-hour critical events and existing and proposed conditions using Atlas 14 nested distribution</p>		
<p>All hydrologic, water quality, and hydraulic computations completed to design the proposed stormwater management facilities</p>		
<p>Narrative addressing incorporation of retention BMPs</p>		
<p>Platting or easement documents showing sufficient drainage and ponding/flowage easements over hydrologic features, such as floodplains, storm sewers, ponds, ditches, swales, wetlands, and waterways, if required by the municipality with jurisdiction</p>		
<p>Documentation of the project's NPDES Construction Stormwater Permit status, if applicable</p>		



<p>If a stormwater harvest and reuse practice is proposed to meet applicable requirements, submission of the following:</p> <ol style="list-style-type: none"><li>1. An analysis using a stormwater reuse calculator or equivalent methodology approved by the District engineer</li><li>2. Documentation of the adequacy of soils, storage capacity, and delivery systems</li><li>3. Delineation of green space area to be irrigated, if applicable</li><li>4. A detailed irrigation or usage plan showing compliance with the District volume-retention requirements</li></ol>		
<b>Off-Site Stormwater Facilities</b>		
<p>If off-site stormwater or regional conveyance systems are proposed, the applicant must provide documentation that the applicant holds the legal rights necessary to discharge to any off-site stormwater facility/facilities used for compliance, that the proposed design is in compliance with the original off-site stormwater facility design assumptions and capacity constraints, and that the facility/facilities are subject to a maintenance document satisfying the requirements of this rule.</p>		
<b>Maintenance</b>		
<p>For any structural stormwater BMPs that may be constructed as part of the proposed activities, the applicant must provide a maintenance plan and applicable maintenance agreements (Note that in many cases a municipal stormwater agreement may be acceptable in lieu of a separate agreement with the District.)</p>		
<b>Certification</b>		
<p>Construction plans and specifications certifying construction on the steep slope by a registered professional engineer; the certification must indicate that the slope is suitable to withstand proposed construction.</p>		
<b>Authorization of Agent Form</b>		
<p>If applicant for the project is NOT the landowner for where the project is located, please include <a href="#">Authorization of Agent</a> form.</p>		



## Signature

By signing this document, I certify that the associated permit application is complete and includes all required information and exhibits.

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*Name (Authorized Agent or Landowner)*

*Date*



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### **Agenda Item**

#### **Item 7. A. – 2025 LMRWD Work Plans**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

The 2025 Work Plans were presented at the October Board meeting. The Board asked for more time to review the plans and asked that approval of the 2025 LMRWD Work Plans be placed on the November 6, 2024, agenda.

#### **Attachments**

2025 LMRWD Work Plans

#### **Recommended Action**

Motion to approve 2025 LMRWD Work Plans or: revise 2025 LMRWD Work Plans and approve the revised Work Plans

## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### 2025 Education and Outreach Plan

Work Plan—October 2, 2024

Young Environmental continues to administer the Lower Minnesota River Watershed District's (LMRWD's) public education and outreach program. The tasks below fulfill the Watershed Management Plan, Goal 9: Public Education and Outreach, which works to increase public participation and awareness of the Minnesota River and its unique natural resources.

For the work plan, **education** is the action of sharing resources with the intent of educating a targeted audience about science-based problems and solutions related to water and natural resources. **Outreach** is the act of reaching out to targeted audiences, with the strategic intent of delivering key messages intended to build partnerships, drive engagement, and elicit a desired action. Outreach also refers to the sharing of news specific to the LMRWD.

#### Summary

Outcome:	2025 Education and Outreach Plan
Project Partners:	City partners, residents, and businesses of the LMRWD; US Fish and Wildlife Service; nongovernmental organizations (NGOs); Citizen Advisory Committee (CAC); and public and private schools
Timeline for Completion:	January 2025–December 2025
Total Fees:	\$84,700
Total Project Budget:	\$150,000

Note: The LMRWD has created a total budget of \$150,000 for education and outreach. This work plan introduces services and deliverables related only to Young Environmental.

### Objective 1. Project Management and Board of Managers Coordination

*Target Audiences: Board of Managers, Subconsultants*

*Task 1.1. Project plan development and plan management.* Finalize the work plan, assign project tasks, determine whether additional resources are needed, set dates for deliverables, generate and maintain project schedule, and perform monthly invoicing.

*Task 1.2. Consensus and partnership building.* Maintain alignment between the Education and Outreach Plan and the Board of Managers' goals and vision by soliciting feedback twice a year through a digital survey. Young Environmental will administer the survey, synthesize results, and propose adjustments to the work plan through a technical memo for approval. Young Environmental will also maintain one list of existing education and/or sustainability program

partnerships with local cities, counties, nonprofits, and NGOs, and potential new partnerships that the CAC will evaluate for relevancy.

*Task 1.3. Quarterly updates.* Young Environmental will provide quarterly updates on Education and Outreach Plan tasks and deliverables to keep the Board of Managers informed on progress, evolving needs, and lessons learned from the CAC and the broader community as applicable.

*Task 1.4. Coordinate complementary communications.* Maintain a dual-purpose outreach strategy while differentiating roles of the Board and Young Environmental. Dual-purpose strategy consists of (a) Young Environmental providing education and outreach campaigns based on water resource science and watershed behavior best practices, and (b) the Board providing locally engaged advocacy as it sees fit to carry out its mission or achieve advocacy-oriented objectives. Young Environmental will work with external consultants and stakeholders as directed to publish advocacy work through maintained channels (Task 2.3–2.5). The Board and Young Environmental will reference this task through quarterly updates (Task 1.3) as appropriate to either party.

*Task 1.5. Printing, postage, and other expenses.* Printing, postage, and other expenses are covered as needed across any of the listed objectives and tasks. Expenses may include in-person events within the watershed (travel, materials) or production of educational handouts for community events. We may investigate the purchase and rental of interactive displays and present the cost findings to the Board. Displays and prints will be organized and maintained through a print memorandum. We have budgeted expenses up to \$5,000.

## **Objective 2. Districtwide Education and Outreach**

This objective includes districtwide education and outreach to inform a variety of audiences using many channels. The outreach and engagement activities that Young Environmental leads will reach the community of decision-makers and residents with water quality and natural resources messaging and will involve targeted outreach to the LMRWD's specific work, progress, and needs. Outreach will take place through both in-person and digital channels to reach a variety of stakeholders through a diversified approach.

### **Outreach Channels**

Young Environmental will plan and execute a number of special events to reach key decision-makers needed to promote the LMRWD's mission.

### ***Target Audiences: State Officials, County Boards, Legislators, and City Officials***

*Task 2.1. Minnesota River boat tour.* Young Environmental will coordinate the annual Minnesota River boat tour, including event promotion and staffing. The tour serves as a venue to gather valuable stakeholders such as soil and water conservation districts, local government staff and elected officials, and partners from county, school, nonprofit, and business representations. *To enhance engagement, targeted discussions will focus on specific policy areas, and stakeholders will receive structured engagement materials both before and after the event to foster continued dialogue.* The event is likely to occur in the fall; however, we will set the date in January 2025.

*Task 2.2. Adaptable community outreach and engagement for high-profile issues and special resources:* Adaptable community outreach and engagement uses funding resources to support

and provide adaptability to all objectives as they relate to community outreach and engagement throughout the year. Examples include but are not limited to special events such as a Flood Listening Session (January 2025), tabling activities, relevant training and seminars for the CAC or Board with partnering organizations, and invitation of specialists for speaking engagements, demonstrations, and workshops. The LMRWD Board will coordinate whatever communications it deems necessary to reach decision-makers (legislative, county, city, elected officials, and state agencies) with targeted messaging and opportunities. This task also includes coordination of the Fen Technical Work Group, developing education and outreach materials to assist the public in understanding fens' unique characteristics. We will provide materials to landowners during permitting and public events. This task also involves necessary coordination with the LMRWD's legislative advisor. *Instead of hosting independent events, the LMRWD will focus on supporting partner organizations by participating in their established community events through tabling and informational displays to build visibility and goodwill.*

### **Educational Channels**

Young Environmental will maintain the following educational channels to reach all intended audiences. In addition to educational themes on water quality best practices and water and natural resource management, the content will focus on LMRWD-specific issues, news, projects, and updates.

### ***Target Audiences: All Audiences***

*Task 2.3. Maintain social media accounts.* Manage social media sites on behalf of the LMRWD and publish content for a variety of project, event, and watershed best practices communications. Starting in 2025, we will audit the effectiveness of the current channels used and recommend discontinuations and adoption of new platforms (e.g., retiring X and adopting LinkedIn to reach commercial businesses). Young Environmental will monitor statistics, maintain public input, and report any significant conversations gained through social media. This social media monitoring will take place on a campaign basis, organized by a content calendar and using CAC input for photos and storytelling. Social media campaigns will target the LMRWD's mission-relevant goals and serve as a supplement to these goals. Campaigns may include networking and use of relevant partner content from counties and other local watershed organizations. If the Board authorizes work from advocacy groups and develops such content, Young Environmental will coordinate its publication through social media channels with citation of the contribution to the Board.

*Task 2.4. Maintain content updates on website.* Young Environmental will continue to maintain website content, periodically updating projects, technical resource pages, LMRWD staff and advisory group photos and bios, and the news page with relevant stories. Information published on the website will mirror campaigns on social media, and we will collaborate with the technical consultant to ensure resource information and data are up to date. Our team will contribute content updates up to the \$5,700 approved annual retainer and work in coordination with the LMRWD's technical website consultant, HDR.

*Task 2.5: District signage.* Identify sites for LMRWD project and resource interpretive signage and make recommendations for proposed interpretive sign locations. Young Environmental will continue to work with local partners and the CAC on locations and messaging and with the current signage contractor for design and fabrication. The Board of Managers will receive estimates for proposed signs as project completion occurs and as relevant local events promote public understanding. Signage may be large, small, permanent, or temporary depending on context and need.



### **Objective 3. Empowering Successful Advisory Committees (CAC and Technical Advisory Committee)**

*Target Audiences: Citizens (i.e., residents, homeowners' associations, recreationists, youth, businesses) accessed through the CAC and technical advisory partners (i.e., cities, soil and water conservation districts, counties, state agencies) accessed through the Technical Advisory Committee (TAC)*

**CAC:** Young Environmental supports the CAC by preparing meeting agendas and minutes; securing educational presentations, tours, and learning opportunities; creating educational materials; coordinating attendance at local events; and increasing membership. With success in growing membership throughout 2024, the current CAC has the numbers and enthusiasm to meet its education and outreach goals in 2025. Throughout the coming year, Young Environmental will continue to provide resources that empower the CAC to grow and lead meaningful work on the LMRWD's behalf. Based on the October 2024 CAC meeting and vision of the CAC's new membership, Young Environmental will create a structure that empowers an engaged, dedicated, and self-directed CAC. This includes creating CAC-approved roles, processes (scheduling assignments for content creation and member attendance at Board meetings), and meeting frameworks that give the CAC the required tools to succeed.

**TAC:** We understand that effective education and outreach will involve a high level of collaboration with TAC members. This targeted audience includes city, county, and state partners with concurrent education and outreach responsibilities. Our team will continuously look for opportunities to partner on projects and use of resources with aligned goals and expand outreach through existing networks by maintaining regular communication with these partners.

*Task 3.1. Maintain CAC recruitment support.* We will contribute to maintaining a strong CAC membership and incorporate CAC recruitment efforts as needed using a combination of digital announcements (website and social media), in-person events, and direct mail campaigns throughout the year. Young Environmental will also continue to provide resources for CAC members to engage in recruitment.

*Task 3.2. Plan and facilitate CAC meetings.* To create effective meetings that accomplish their intended purpose, we will plan and facilitate regular meetings, co-create agendas with input from the LMRWD and CAC as directed by the Board, and submit meeting minutes for Board approval. Young Environmental can serve as a timekeeper and offer support in keeping conversations targeted and on message. As part of agenda development, Young Environmental may also organize guest speakers and visits to projects and high-value resource sites. Young Environmental and the CAC will formulate agendas with a blend of opportunities for local and regional learning, networking, and outreach. To plan for 2025, we will audit the effectiveness of monthly meetings and explore models for frequency and venues (i.e., virtual and in-person) that are most engaging to recruiting and retaining members. This audit will explore the CAC's availability and align activities with the most return on investment to create an active group that lends unique talents to the LMRWD's mission. We will also promote the adoption of roles defined in the bylaws—chair, vice-chair, and secretary—to improve meeting function. *Sixty percent of the CAC's efforts will focus on providing quarterly reports and recommendations to the Board of Managers to align with the LMRWD's key initiatives. The remaining 40 percent will focus on outreach initiatives, particularly in collaboration with partner organizations.*

*Task 3.3. TAC and CAC assistance.* Provide communications support such as fielding questions or providing technical information to make necessary mission-related connections among the TAC, CAC, Board of Managers, and LMRWD staff. Young Environmental will draft technical memos and requests to formalize recommendations and requests from the CAC to the Board of Managers. In support of the TAC, we may employ regular meetings or communication to ensure that relevant education and outreach is occurring and that we are not duplicating work already done through existing programs (i.e., municipal separate storm sewer requirements). We will continue to coordinate with TAC members to ensure they align with LMRWD news, issues, projects and solutions, and opportunities for partnership. *Integrate River Watch and monitoring programs with Soil and Water Conservation Districts to ensure cohesive data collection and promote broader participation involving schools and local organizations.*

*Task 3.4. Develop and maintain CAC roles and responsibilities.* Young Environmental will work closely with the CAC to define and establish clear roles and responsibilities that empower members to contribute independently to the LMRWD’s mission. CAC members will take on various responsibilities, including representing the LMRWD at community events to promote initiatives and engage directly with the public, facilitating informal public tours of project and resource sites to enhance community understanding of water resource management, and conducting outreach activities on watershed best practices. They will also promote key LMRWD initiatives such as the mini-grant program through both digital and in-person outreach. Additionally, CAC members will assist in tracking and addressing recurring issues from the public and summarizing them for consideration by the Board of Managers. The CAC will also play a key role in recruitment efforts to expand membership and will support the development of localized educational resources and public outreach campaigns.

Young Environmental will provide templates and supportive structures and materials for the CAC to build familiarity and routines for the resulting roles and responsibilities. We will create a calendar of meetings and coordinate with both the Board and TAC to maintain the flow of communication annually. Young Environmental and the CAC will codevelop this effort in 2025, potentially developing subcommittees that the CAC and the Board identify. Young Environmental will serve as an editor to formalize and publish materials, ensuring that items are technically sound and compliant with LMRWD branding.

## **Objective 4. Facilitate Schools Engagement**

### ***Target Audiences: Youth and Educators***

School-age youth and college students are a primary targeted audience for education and outreach. Education not only involves community members in watershed management from a young age, but it also provides inroads to other adult family members who can take action. Throughout the previous years, Young Environmental has actively built a mailing list of educators within and surrounding the LMRWD and continued to gain more traction for mini-grant opportunities. We recommend a systematic approach that packages curriculum, resources, and grant opportunities to local educators, allowing replicable outreach to multiple schools rather than infrequent one-off events. Our team can also serve as a conduit to connect educators with resources such as local county technical partners and nonprofit organizations.

*Task 4.1. Develop formal education resources.* Develop water resource curriculum and supplemental educational resources for students within our partner cities to grow and expand our relationship with schools. Young Environmental will develop education plans for the 2024–2025

and 2025–2026 academic years. Resources may include strategies such as a DIY curriculum for teachers, local resources such as county and state education tools, and/or local guest speakers. Based on CAC discussion, consider outreach to colleges in the district with environmental programs.

*Task 4.2. Administer mini-grant program.* Evaluate proposals, award grants, and compile reports and reimbursement requests for the educator mini-grant program. Young Environmental and the CAC will collaborate on grant promotion, planning, and the sharing of success stories. *Collaborate with partner organizations to use microgrants for expanding their reach within our district rather than run the mini-grant program independently. This could support watershed monitoring projects, educational programs, or habitat restoration efforts. Launch two joint projects annually in collaboration with partner organizations and expand existing programs.*

## **Objective 5. Sponsorships**

As part of the overall education and outreach budget, the LMRWD contributes a number of sponsorships. Young Environmental typically does not provide services related to sponsorships; however, we will publicize them as part of Objective 2.

*Task 5.1. Sponsorship support.* The LMRWD will continue its membership in and support of the **Scott County Water Education Program.**

*Task 5.2. Sponsorship support.* The LMRWD will continue its sponsorship of the **Minnesota River Congress.**

*Task 5.3. Sponsorship support.* The LMRWD will continue its sponsorship of the **Salt Symposium and Water Summit events.**

*Task 5.4. Sponsorship support.* The LMRWD will continue its sponsorship of the **Metro Children’s Water Festival.**

*Task 5.5. Sponsorship support.* The LMRWD will continue its membership in and support of the **Friends of the Minnesota (MN) Valley River Watch.**

*Task 5.6. Sponsorship support.* The LMRWD will continue its membership in and support of the **Coalition for a Clean MN River.**

<b>Task</b>	<b>Deliverable description</b>	<b>Measurable (if applicable)</b>	<b>Budget</b>
<b>Objective 1: Project Management and Board of Managers Coordination</b>			
1.1	Maintain work plan, tasks, schedule, and invoicing	Monthly invoices	\$10,000
1.2	Digital survey	Two per year	
1.3	Quarterly updates	Four per year	

<b>Task</b>	<b>Deliverable description</b>	<b>Measurable (if applicable)</b>	<b>Budget</b>
1.4	Maintain outreach strategy per work plan, reference as needed	N/A	
1.5	Printing, postage, tabling materials, and other expenses (\$5,000)	Printing, mileage, and supply expenses (as needed).	
<b>Objective 2: Districtwide Education and Outreach</b>			
2.1	Minnesota River boat tour (\$4,000)	One boat tour	\$44,700
2.2	Adaptable community outreach and engagement for high-profile issues and special resources (\$15,000)	Minimum one fen outreach campaign per permitting or earth moving activities; other campaigns as needed and relevant	
2.3	Maintain social media accounts (\$10,000)	Minimum of four campaigns per year with minimum three posts per campaign, one content calendar	
2.4	Maintain content updates on website (\$5,700)	Monthly content contributions, updates, or housekeeping as needed	
2.5	District signage (\$10,000)	Minimum of three permanent or temporary signs per year	
<b>Objective 3: Empowering Successful Advisory Committees</b>			
3.1	Recruitment efforts and resources to CAC members for recruitment	Minimum of six recruitment efforts per year	\$15,000
3.2	Facilitate CAC meetings	Minimum of eight CAC meetings and minutes per year	
3.3	CAC assistance	On call	
3.4	Develop CAC roles and responsibilities	Minimum of five role outlines	
<b>Objective 3: Facilitate Schools Engagement</b>			
4.1	Develop formal education resources	Minimum of five DIY teacher activities, minimum of five local partnership opportunities	\$15,000
4.2	Administer mini-grant program	Essential tasks according to number of grant applications	
<b>Objective 5: Sponsorships</b>			

<b>Task</b>	<b>Deliverable description</b>	<b>Measurable (if applicable)</b>	<b>Budget</b>
5.1	Scott County Water Education Program	Outside of Young Environmental Work Plan	\$7,500
5.2	Sponsorship of MN River Congress	Outside of Young Environmental Work Plan	\$400
5.3	Sponsorship of Salt Symposium and Water Summit	Outside of Young Environmental Work Plan	\$500
5.4	Sponsorship of Metro Children's Water Festival	Outside of Young Environmental Work Plan	\$1,650
5.5	Friends of the MN Valley River Watch	Outside of Young Environmental Work Plan	\$20,000
5.6	Coalition for a Clean MN River	Outside of Young Environmental Work Plan	\$5,000
Young Environmental/Consultant Services			<b>\$84,700</b>
Total LMRWD Education and Outreach Budget			<b>\$150,000</b>

LOWER MINNESOTA RIVER WATERSHED DISTRICT

**Water Resources Restoration Fund**

Work Plan—October 2, 2024

*This broad-based fund implements Goals 2 and 3 of the Watershed Management Plan to protect, improve, and restore surface water and groundwater quality within the Lower Minnesota River Watershed District (LMRWD). This program will fund projects sponsored by local government units (LGUs) that reduce urban nonpoint source pollution, improve and protect groundwater quality, and promote surveys and studies of wetland (fen) health and management.*

**Summary**

<i>Outcome:</i>	Award project grant funds to eligible LGU projects in 2025
<i>Project Partners:</i>	LGUs within the LMRWD
<i>Timeline for Completion:</i>	January 2025–December 2025
<i>Total Fees:</i>	\$ up to 10,000
<i>Total Expenses:</i>	\$90,000
<i>Total Project Budget:</i>	\$100,000

**Objective 1. Program Administration**

*Task 1-1: Program administration.* LMRWD staff will use funding criteria developed in 2023 to solicit applications for funding requests and review eligible projects in 2025. Staff will prepare a technical memorandum to summarize applications received and provide recommendations to the board of managers to award the funds.

This is a summary of the review process and funding of Water Resources Restoration Fund applications:

1. The Water Resources Restoration Fund application materials that Young Environmental developed for 2024 will be reused in 2025.
2. Application materials will be distributed to LGUs within the LMRWD by Friday, January 10, 2025.
3. LGUs will have until Friday, February 28, 2025, to submit a completed Water Resources Restoration Fund application.
4. Young Environmental will review eligible, complete applications according to the criteria and scoring metrics that have been developed.
5. Young Environmental will provide a funding recommendation to the LMRWD Board of Managers, in accordance with Table 1, at the April 2025 board meeting.

Table 1. LMRWD Funding Request Scoring Priority

Project Score	Priority	Recommended Action
0–19	Low	Do not recommend funding the request at this time; additional information may be needed to evaluate the potential project more fully.
20–40	Low-to-moderate	Work with project sponsors to incorporate more LMRWD goals, policies, or strategies.
41–61	Moderate-to-high	Consider partial funding requests, with funding amount and design components that align with LMRWD priorities.
62–82	High	Recommend full funding request as presented.

The following items will be completed for each project that is awarded funds:

1. The LMRWD Board of Managers will vote on the funding recommendations. After a funding request has been approved, the LMRWD and the LGU will execute a grant contract and maintenance agreement that Young Environmental will develop.
2. After both parties have signed the agreement, the LMRWD will provide funding on a reimbursement basis when receipts and summaries are submitted, up to 25 percent of the total project cost. Young Environmental will review summaries to ensure the work is performed as part of the grant contract. No invoices of work completed prior to an executed agreement may be submitted to the LMRWD for reimbursement.
3. For applicable construction projects, a site visit will be required to document project status and ensure the work is being performed in compliance with the grant contract.
4. The LMRWD will hold 10 percent of the funds until the project is successfully completed and a final report is submitted.

*Timeline for Completion:* January 2025–December 2025

*Deliverables:* Invoices and project updates, funding recommendations, and grant contracts and agreements

*Estimated Budget:* \$ up to 10,000

## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### Fen Stewardship Program

Work Plan—October 2, 2024

*The Lower Minnesota River Watershed District (LMRWD), in partnership with the Minnesota Department of Natural Resources (MnDNR), developed a fen stewardship program for fens within the district. In 2025, LMRWD allocated funds for fen stewardship to implement the actions defined in the completed stewardship plans, including but not limited to ongoing monitoring and mapping efforts, public engagement, and vegetation management.*

#### **Summary**

*Outcome:* Completion of drain tile mapping at Gun Club and Savage Fens; reconvening Fen Technical Work Group and holding two meetings; completion of invasive species mapping and development of fen invasive species management plans (which includes strategies) for Gun Club, Nicols, Seminary, and Savage Fens.

*Project Partners:* MnDNR, Metropolitan Council

*Timeline for Completion:* January 2025–December 2025

*Total Project Budget:* \$85,000

#### **Objective 1. Project Management**

*Task 1-1: Project plan development and project management.* Finalize the work plan, assign project tasks and determine additional resources needed, set dates for deliverables, and generate and maintain project schedule and budget.

*Task 1-2: Contract management.* Young Environmental will provide contract management support, including procuring and awarding a contract for fen invasive species mapping and managing the contract throughout the project.

*Task 1-3: Coordination with the MnDNR.* Young Environmental will organize two meetings with the MnDNR to prioritize implementation strategies and timelines as well as pool resources to address actions from the completed stewardship plans. The first meeting will reaffirm the scope of the work and review data needs, and the second meeting will discuss findings and recommendations with MnDNR staff.

*Timeline for Completion:* January 2025–December 2025

*Deliverables:* Project plan and schedule, meeting agendas and summaries, completed contract document with consultants for board consideration as necessary, invoices, and project updates.

*Estimated Budget:* \$8,500



## **Objective 2. Mapping**

*Task 2-1: Drain tile mapping.* Young Environmental staff will utilize GPS equipment to conduct drain tile mapping within Gun Club North, Gun Club South, and Savage Fen. This information will be placed into ArcGIS, with the intent to use the data in future planning efforts to assess whether existing drain tiles alter the hydrology of the fen. This effort is a crucial tool for protecting and preserving fen resources because drain tiles can disrupt the balance of water flow by artificially lowering water levels and altering the natural hydrology of the fen.

*Timeline for Completion:* January 2025–December 2025

*Deliverables:* Drain tile maps for Gun Club North, Gun Club South, and Savage Fen.

*Estimated Budget:* \$24,500

## **Objective 3. Fen Technical Work Group Coordination**

*Task 3-1: Stewardship plan engagement.* Young Environmental staff will hold two meetings with stakeholders to discuss ongoing stewardship plans and activities. These meetings will be held in conjunction with existing community events to increase participation.

*Task 3-2: Fen work group.* Young Environmental staff will hold two Fen Technical Work Group meetings with the intent of coordinating and discussing past, present, and future work as it relates to the fens, reviewing gaps and issues/concerns, and discussing potential resources available (including funding and staff) and opportunities to collaborate.

*Timeline for Completion:* January 2025–December 2025

*Deliverables:* Agendas and meeting summaries and supplemental reports.

*Estimated Budget:* \$2,000

## **Objective 4. Fen Invasive Species Management Program**

*Task 4-1: Plan and program development.* As outlined in the stewardship strategies, Young Environmental staff will develop a tiered approach to control invasive species in Gun Club, Nicols, Seminary, and Savage fens. This approach will involve mapping and identifying invasive species (including buckthorn) at each fen site and creating a comprehensive management plan that includes both short-term and long-term strategies to address ongoing issues. The mapping will serve as a baseline for determining the severity of the invasives. The developed plans will include a management approach that will be scaled based on severity and magnitude and consider future long-term management options for continued success. At the end of the plan development, Young Environmental will hold a meeting with LMRWD and MnDNR staff to discuss results and options to move forward, including the development of a fen invasive species management program (as noted in the stewardship strategies).

*Task 4-2: Develop a draft fen invasive species management plan.* Young Environmental will develop a draft fen invasive species management plan for each fen, which will include strategies

and future actions to aid in successful removal of invasive species at each fen. Each plan will be provided to MnDNR and LMRWD for review.

*Task 4-3: Develop a final fen invasive species management plan.* Submit the final plan to the District and the MnDNR, incorporating the written feedback from Task 4-2.

*Timeline for Completion:* January 2025–December 2025

*Deliverables:* Invasive species mapping at Gun Club, Nicols, Seminary, and Savage Fens; development of invasive species management plans; and agenda and summary from LMRWD and MnDNR meeting.

*Estimated Budget:* \$50,000

## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### Gully Restoration Feasibility Studies

Work Plan – October 2, 2024

*In 2023 the Lower Minnesota River Watershed District (LMRWD) reevaluated 315 gullies through a field assessment and gully ranking process to identify gullies in the district that should be prioritized for restoration. We will conduct a restoration feasibility study for the recommended gullies. In addition to the feasibility studies, the survey identified additional gullies and inaccessible gullies as part of the 2024 gully assessment and required field survey. In 2024 a feasibility study should be completed for Shakopee Gully 16 (SHK16), which will lead to a final design by a consultant from the engineering pool.*

#### **Summary**

*Outcome:* Conduct feasibility studies for prioritized gullies, add gullies to the LMRWD gully inventory, and complete the final design for Gully SHK16

*Project Partners:* Minnesota Department of Natural Resources (MnDNR), US Fish and Wildlife Service (USFWS), Cities and Counties of LMRWD

*Timeline for Completion:* January 2025–December 2025

*Total Project Budget:* \$160,000

#### **Objective 1. Project Management**

*Task 1-1: Project plan development and project management.* Finalize work plan, assign project tasks, determine whether additional resources are needed, set dates for deliverables, generate and maintain project schedule, and perform monthly invoicing.

*Timeline for Completion:* January 2025–December 2025

*Deliverables:* Project approach and schedule, invoices, and project updates

*Estimated Budget:* \$5,000

#### **Objective 2. Coordination with Project Partners**

*Task 2-1: Municipal meetings.* In 2023 Young Environmental prioritized gullies in the district for restoration. Young Environmental will host meetings with LMRWD partner municipalities to discuss these gullies to determine if 2023 recommendations align with City goals and priorities. The purpose of this task is to identify overlapping efforts being completed by the Cities and determine if the Cities are interested in partnering on a feasibility study or restoration project. This task includes developing meeting agendas and summaries.

*Timeline for Completion:* January 2025–December 2025

*Deliverables:* Meeting agendas and summaries

*Estimated Budget:* \$6,000

### **Objective 3. Gully Feasibility Studies**

The team will complete each of the recommended gully restoration sites based on the outcomes from Objective 2.

*Task 3-1: Desktop analysis.* Use available background resource information to identify potential causes of gully erosion and gain a holistic perspective of important factors in gully erosion. Contact property owner to assess progression of gully erosion and determine primary issues and concerns.

*Task 3-2: Field condition assessment.* Conduct site visit at gully to collect photographs, waypoint locations, and notes detailing area conditions by using field collection sheets. Determine if drone imagery may be helpful to fully assess site conditions.

*Task 3-3: Hydrologic and hydraulic modeling.* Evaluate historic and current drainage area to determine if recent changes may be contributing to erosion. Utilize publicly available LiDAR data to build hydraulic model to further assess current gully stability and potential continued erosion to inform proposed restoration design.

*Task 3-4: Restoration design practices.* Identify primary cause of erosion based on desktop analysis, field assessment, and hydraulic analysis. Determine appropriate restoration and stabilization practices to address gully erosion and provide an engineer's opinion of probable costs of recommended restoration design.

*Task 3-5: Feasibility study report.* Develop a feasibility report to document data collection, methods and software used, analysis results, and recommendations for stabilization based on concept drawings. Submit draft memo to LMRWD and project partners for consideration and written feedback for incorporation into final report.

*Timeline for Completion:* January 2025–October 2025

*Deliverables:* Maps, photographs, field notes and collection sheets, survey data, topographic map, hydraulic model, geomorphic assessment, engineer's opinion of probable cost, draft report, and final report

*Estimated Budget:* \$27,000/gully feasibility study (planning for two studies for a total of \$54,000)

### **Objective 4. Gully Inventory**

*Task 4-1: Gully Field Survey.* As part of the 2024 gully assessment, LiDAR (updated in 2023) was reviewed to identify gullies in the watershed district that have not yet been inventoried. Additionally, Young Environmental, in partnership with property owners and municipal partners, identified access routes for inaccessible gullies during the 2023 Gully Inventory. This task includes conducting a field survey of the newly identified gullies and previously inaccessible gullies and adding them to the LMRWD Gully Inventory. We will share the new surveys with LMRWD municipal partners. We recommend that field surveys be conducted in the fall after leaf-off to avoid access being obstructed by heavy vegetation.

*Timeline for Completion:* October 2025–December 2025

*Deliverables:* Outfall assessment, LiDAR comparison, accessibility assessment

*Estimated Budget:* \$10,000

### **Objective 5. Final Design of Gully Restoration at SHK16**

*Task 5-1: Request for proposal.* Young Environmental will develop a request for design and construction for the LMRWD consultant pool, review proposals, and recommend the best consultant to move forward for the final design of gully restoration at SHK16. LMRWD will execute the consultant contract, and Young Environmental will manage it, including specific deliverables.

*Task 5-2: Project kickoff meeting.* After choosing a consultant for design, Young Environmental will host a project kickoff meeting with the LMRWD and the consultant to introduce the project team, reaffirm or modify work scope and schedule, and review preliminary data needs. This task includes developing a meeting agenda and summary.

*Task 5-3: Data collection and topographic survey.* Use available background resource information and modeling developed as part of the SHK16 Gully Feasibility Study in 2024. Verify and update data as needed. If necessary, complete a topographic survey to support detailed design development and hydraulic updates.

*Task 5-4: Engineering design.* This task includes using the data collected in Task 5-3 to support the development of final design plans for stabilization measures at gully SHK16, final specifications, preparation of a technical design memorandum, and engineer's opinion of probable construction costs (EOPCC). The engineering consultant selected from the LMRWD pool will be expected to submit 60 percent, 90 percent, and final plans to the LMRWD for review and concurrence. Additionally, we will update the hydraulic model from the feasibility study with survey information and develop a model based on the proposed stabilization measures.

*Task 5-5: Permits.* This task includes preparation and submission of appropriate permit applications based on final design plans. The engineering consultant will coordinate with identified permitting agencies to present the project and confirm permit requirements and timelines as well as reconcile agency comments to meet permit requirements.

*Task 5-6: Design review.* Young Environmental will review the design, hydraulic model, and construction plans and provide comments and feedback for incorporation. Reviews will be completed at 60 percent, 90 percent, and final submittal. Young Environmental will work closely with consultant to ensure that LMRWD scope and goals are met.

*Timeline for Completion:* March–December 2025

*Deliverables:* Final construction plans, hydraulic modeling, EOPCC, specifications, technical design memorandum, permit applications

*Budget:* \$85,000 (Young Environmental Budget: \$5,000 and **Consultant Budget: \$80,000**)

LOWER MINNESOTA RIVER WATERSHED DISTRICT

**Spring Creek Sites 1 and 2 Stabilization Project—Construction**

Work Plan—October 2, 2024

The Spring Creek Sites 1 and 2 Stabilization Project (Project) is in the City of Carver. Site 1 is located at 112 5th Street West, and Site 2 is located at 404 Broadway. In 2023, the Lower Minnesota River Watershed District (LMRWD) awarded the design for final construction plans for the stabilization of Sites 1 and 2 to ISG Inc., a firm from the LMRWD consultant pool. This work plan focuses on construction of the bank stabilization measures at Spring Creeks Sites 1 and 2, proposed from the design prepared by ISG.

**Summary**

*Outcome:* Construction of bank stabilization measures at Spring Creek Sites 1 and 2

*Project Partners:* Sites 1 and 2 landowners; Carver Soil and Water Conservation District (SWCD); engineering consultant (ISG); and contractor (TBD)

*Timeline for Completion:* January 2025–June 2025

*Total Project Budget:* \$110,000

**Objective 1. Construction**

This work plan covers the construction of the Project. Funding for construction administration tasks from the 2023 work plan will carry over into 2025.

*Task 1-1: Project Construction.* This task includes the construction activities necessary to build the project to permitted and approved design specifications. Depending on the final construction cost, the Project may need to be completed in phases. Winter construction is recommended.

*Timeline for Completion:* Construction will be completed in the winter during low flows. Vegetation planting and establishment will extend through late spring 2025.

*Estimated Budget:* \$110,000

## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### Sustainable Lake Management Plans of Trout Lakes in District

Work Plan, October 2, 2024

*The Lower Minnesota River Watershed District (LMRWD), in partnership with the cities of Shakopee and Chaska, has developed sustainable lake management plans for Courthouse, Brickyard Clayhole, and Quarry Lakes. In 2025, were allocated to implement the actions identified in these plans, including but not limited to assessing the shoreline condition of Quarry Lake, reviewing and adjusting the high-value resource area for Quarry Lake, and conducting bathymetric surveys on each lake.*

#### **Summary**

*Outcome:* Completion of the request for proposal and execution of the consultant contract; bathymetric survey work at Quarry, Brickyard Clayhole, and Courthouse Lakes; and the shoreline assessment mapping and finalization of the shoreline assessment memo provided to the LMRWD.

*Project Partners:* Minnesota Department of Natural Resources (MnDNR), Metropolitan Council, and Cities of Shakopee and Chaska

*Timeline for Completion:* January 2025–October 2025

*Total Project Budget:* \$55,000

#### **Objective 1. Project Management**

*Task 1.1: Project Plan Development and Project Management.* Finalize the work plan, assign project tasks, and determine necessary additional resources. In addition, specify dates for deliverables and generate and maintain the project schedule. If necessary, Young Environmental will provide contract management, including procuring, awarding, and monitoring contracts supporting the project.

*Timeline for Completion:* January 2025–October 2025

*Deliverables:* Project plan and schedule, invoices, and project updates

*Estimated Budget:* \$5,500

#### **Objective 2. Bathymetric Survey**

*Task 2.1: Request for Proposal.* Young Environmental will develop a request for proposal for the bathymetric survey work at Quarry, Brickyard Clayhole, and Courthouse Lakes. Young Environmental will also review proposals, recommend a consultant, and administer the consultant's contract, including specifying the required deliverables.

*Task 2.2: Depth Sounding and Bathymetric Survey.* The consultant will conduct surveys to determine the maximum depth, create detailed maps, and assess general features. The survey will also measure the depth at various points (as recommended by industry standards) and analyze the collected data to create depth profiles and contour maps.

*Timeline for Completion:* May 2025–September 2025

*Deliverables:* Bathymetric maps, depth profiles, and a report summarizing the findings for Quarry, Brickyard Clayhole, and Courthouse Lakes.

*Estimated Budget:* \$32,500–\$37,500

### **Objective 3. Assess Shoreline Conditions**

*Task 3.1: Assess Shoreline Conditions.* Young Environmental will first gather background information by analyzing existing lidar data. Once completed, Young Environmental will validate the shoreline conditions. Quarry Lake is a 70-acre, MnDNR-designated trout lake. Staff from MnDNR’s Restore Your Shore Program will supervise Young Environmental as it validates the shoreline conditions.

*Task 3.2: Draft Shoreline Assessment Memo.* Young Environmental will develop a draft memo that includes a description of the assessment methodology, results of the assessment and mapping, and future recommendations.

*Task 3.3: Finalize Shoreline Assessment Memo.* Young Environmental will incorporate comments and finalize the shoreline assessment memo.

*Timeline for Completion:* May 2025–September 2025

*Deliverables:* Shoreline assessment mapping and shoreline assessment memo with recommendations for Quarry Lake

*Estimated Budget:* \$12,000



## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### **Individual Project Permit Program**

Work Plan—October 2, 2024

*On February 19, 2020, the Lower Minnesota River Watershed District (LMRWD) Board of Managers adopted rules to govern soil erosion and sediment control, floodplain and drainage alteration, stormwater management, and development on steep slopes within the boundaries of the district. The board adopted these rules to protect the public's health and welfare as well as the natural resources of the district. Young Environmental oversees the permitting program that enforces these rules. An individual permit is required for projects the Minnesota Department of Transportation proposes as well as all projects occurring in the Fort Snelling Historic District or other unincorporated areas of the district (i.e., where there is no local government unit exercising official controls).*

#### **Summary**

*Outcome:* Issue individual permits to qualifying projects that comply with watershed district rules and protect the health of water and natural resources within the LMRWD.

*Project Partners:* Landowners in the LMRWD, LMRWD municipalities, other regulating agencies

*Timeline for Completion:* January 2025–December 2025

#### **Task 1. Pre-Application Meetings**

Applicants are strongly advised to contact the LMRWD early in the project development process. This early contact allows for a nonbinding, informal review to assess conformity with LMRWD rules. Task 1 includes scheduling and hosting pre-application meetings with potential applicants to the LMRWD individual permit program. In addition to attending the meeting, Young Environmental may need to review project documents and materials before and after the meeting to address applicant questions. Young Environmental will take notes during the meeting and share a concise summary with all attendees via email.

*Deliverables:* Meeting agendas, meeting notes and summaries, and email correspondence

#### **Task 2. Completeness Review**

All permit applications must include a completed application form, all required exhibits, and a check (if applicable). Upon receipt of a permit application, Young Environmental sends an acknowledgement email to the applicant notifying them of the 15-business-day timeline for a completeness review. After we download the permit application materials, we perform a completeness review. The completeness review involves identifying the LMRWD rules that the project triggers and using the associated required exhibits and information that are outlined in the

applicable rules to determine if the applicant has submitted all the appropriate materials. Incomplete applications will be returned to the applicant within 15 business days with a request for additional information. Upon receipt of a complete application, Young Environmental will proceed to a more detailed review as outlined in Task 3. The completeness review includes regular communication with the applicant through emails, phone calls, and meetings.

*Deliverables:* Acknowledgement email, meeting agendas, meeting notes and summaries, completeness review spreadsheet, and email correspondence

### **Task 3. Project Evaluation**

After a complete application is received, Young Environmental can begin a more detailed review of the project to determine whether the project complies with LMRWD rules. Depending on the complexity of the project, project evaluation includes review of one or more of the following project materials:

- Project narrative
- Stormwater management plan
- Construction plans (grading plans, storm sewer plans, plan and profiles, erosion and sediment control plans, etc.)
- Hydrologic and hydraulic models (HydroCAD, XPSWMM, HEC-RAS)
- No-rise certification memo
- SWPPP

If a project fails to comply with the LMRWD rules, Young Environmental will notify the applicant of the deficiencies and request necessary information or modifications to guide the applicants toward compliance. Throughout the project evaluation process, we will maintain regular communication with the applicant through email, phone calls, and meetings. For projects that comply with LMRWD rules, Young Environmental will notify the applicant and prepare a technical memorandum detailing the proposed project and its adherence to LMRWD regulations. Additionally, the memorandum will feature at least one location map created in ArcGIS Pro, highlighting the proposed project's location and key components.

*Deliverables:* Meeting agendas, meeting notes and summaries, technical memorandum, location map(s), and email correspondence

### **Task 4. Board Recommendation**

The technical memorandum prepared by Young Environmental in Task 3 will include a recommendation for project approval, conditional approval, or denial. The memorandum will be circulated to the board of managers prior to the LMRWD board meeting for review. If the board of managers approves the project, Young Environmental will issue the permit. For conditional approval, Young Environmental will inform the applicant of the necessary requirements for permit issuance. In the case of denial, the applicant will be notified of their option to resubmit a permit application if they wish to make revisions and attempt to comply with LMRWD rules.

*Deliverables:* Board recommendations, email correspondence, permits

## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### **Municipal Permit Program**

Work Plan—October 2, 2024

*On February 19, 2020, the LMRWD Board of Managers adopted rules to govern soil erosion and sediment control, floodplain and drainage alteration, stormwater management, and development on steep slopes within the boundaries of the district. These rules were adopted to protect the public's health and welfare as well as the district's natural resources. Young Environmental oversees the permitting program that enforces these rules. The municipal local government unit (LGU) permit allows local municipalities to issue permits and manage actions as the primary permitting authority and allows the LMRWD to act in the event the LGUs are unable to permit.*

#### **Summary**

*Outcome:* Provide a Municipal LGU permit to qualifying LGUs that comply with watershed district rules and protect the health of LMRWD water resources.

*Project Partners:* LMRWD municipalities and LGUs

*Timeline for Completion:* January 2025 – December 2025

#### **Task 1. Pre-application Meetings**

Applicants are strongly advised to contact the LMRWD before beginning the official application process to allow for nonbinding information review of the official controls. This task includes scheduling and hosting pre-application meetings with potential LGU permit applicants. In addition to attending the meeting, Young Environmental may need to review official control documents before and after the meeting to address applicant questions. Young Environmental will take notes during the meeting and share a concise summary with all attendees via email.

*Deliverables:* Meeting agendas, meeting notes and summaries, and email correspondence

#### **Task 2. Official Control and Standards Review**

LGUs that wish to obtain a municipal permit must submit a permit application that addresses how they intend to implement and enforce the LMRWD rules through official controls. All municipal permit applications must include a completed application form and all required exhibits. Upon receipt of a municipal permit application, Young Environmental will send an acknowledgement email to the applicant notifying them of the 15 business day timeline for a completeness review. After we download the permit application materials, we perform a completeness review. The completeness review involves identifying the LMRWD rules that the LGU is requesting a municipal permit for and determining if the applicant has submitted all the appropriate materials. Incomplete applications will be returned to the applicant within 15 business days with a request for additional information. Upon receipt of a complete application, Young Environmental will proceed to a more detailed review of the LGU's official controls as

outlined in Task 3. The completeness review involves regular communication with the applicant through emails, phone calls, and meetings.

*Deliverables:* Acknowledgement email, meeting agendas, meeting notes and summaries, and email correspondence

### **Task 3. Project Evaluation**

After a complete application is received, Young Environmental can begin a more detailed review of the LGU's official controls to determine whether the LGU has implemented the appropriate mechanisms to enforce LMRWD rules. If an LGU's official controls fail to comply with the LMRWD rules, Young Environmental will notify the LGU of the deficiencies and request necessary information or modifications to guide the LGU toward compliance. Throughout the project evaluation process, we will maintain regular communication with the applicant through emails, phone calls, and meetings. For LGUs that comply with LMRWD rules, Young Environmental will notify the LGU and prepare a technical memorandum detailing the LGU's official controls and standards and their adherence to LMRWD regulations.

*Deliverables:* Meeting agendas, meeting notes and summaries, technical memorandum, official controls review table, and email correspondence

### **Task 4. LGU Permit Program Audit**

Young Environmental will perform regular audits of the LGUs to maintain continuous compliance with and efficacy of the Municipal LGU permit program. These audits will assess whether the LGUs continue to implement and enforce the LMRWD rules appropriately. The audit process will include the review of documentation, site visits, and interviews with key personnel. Young Environmental will prepare an audit report summarizing the findings and provide recommendations for any necessary improvements.

*Deliverables:* Audit schedules, audit reports, meeting notes and summaries, and email correspondence

### **Task 5. Board Recommendation**

The technical memorandum prepared by Young Environmental in Task 3 will include a recommendation for municipal permit approval, conditional approval, or denial. The memorandum will be circulated to the board of managers prior to the LMRWD board meeting for review. If the board of managers approves the municipal permit, Young Environmental will issue the permit. For conditional approval, Young Environmental will inform the LGU of the necessary requirements for permit issuance. In the case of denial, the LGU will be notified of their option to resubmit a permit application if they wish to make revisions to better comply with LMRWD rules.

*Deliverables:* Board recommendations, email correspondence, permits

## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### Minnesota River Study Area 3 Bluff Stabilization Project—Construction

Work Plan—October 2, 2024

Area 3 is located on the north bank of the Minnesota River in the City of Eden Prairie. Previously, the Lower Minnesota River Watershed District (LMRWD) contracted Inter-Fluve to develop 90% plans to address the bluff slope stability, riverbank erosion, and removal of the City of Eden Prairie’s failed stormwater pond. This work plan will build on previous tasks to advance the Area 3 stabilization measures to final design, permitting, and initiation of construction.

#### **Summary**

<i>Outcome:</i>	Construction of bank stabilization measures at Area 3
<i>Project Partners:</i>	City of Eden Prairie, United States Army Corps of Engineers, Inter-Fluve, Houston Engineering Inc., 106 Group, Barr Engineering
<i>Timeline for Completion:</i>	January 2024–December 2024
<i>Total Consultant Fees:</i>	\$220,000
<i>Total Young Environmental Fees:</i>	\$40,000
<i>Construction Costs:</i>	\$40,000
<i>Total Project Budget:</i>	\$300,000

#### **Objective 1. Project Management**

*Task 1-1: Project plan updates and project management.* Young Environmental will update the project plan from 2023 to assign new project tasks, determine whether additional resources are needed, set dates for deliverables, generate and maintain a project schedule, and conduct monthly invoicing.

*Task 1-2: Contract management.* Young Environmental will provide contract management support including procuring, awarding, and monitoring contracts with consultants supporting the project, including Barr Engineering, Inter-Fluve, Houston Engineering, and 106 Group. As part of the State of Minnesota Capital Grant appropriated to the Area 3 project, Young Environmental will complete all tasks necessary to obtain the funds. This includes providing information requested by the state agency, handling payment requests, and completing all necessary grant reporting.

*Timeline for Completion:* January 2025–December 2025

*Deliverables:* Project plan and schedule, executed contract with engineering consultants, meeting agendas and summaries, grant applications, invoices, and board updates

*Young Environmental Budget: \$12,000*

### **Objective 2. Permitting**

*Task 2-1: Permit applications and regulatory agency coordination.* Young Environmental will continue to correspond as necessary with regulatory agencies to keep them informed about project updates as the project moves through the 90% and 100% plans. Young Environmental will submit 90% and final construction plans to the appropriate agencies for final approval.

*Timeline for completion: January 2025—June 2025*

*Deliverables: Permit applications, meeting agendas, and summary notes*

*Young Environmental Budget: \$7,000*

### **Objective 3. Final Engineering Design**

*Task 3-1: 100% design package.* Inter-Fluve will update the 90% design plans to final 100% construction plans. Inter-Fluve will conduct a construction survey; finalize the design; and update construction drawings, the engineer's cost estimate, and specifications. Houston Engineering will update the 90% design plans to final 100% construction plans for the storm sewer outlet.

*Task 3-2: 100% design package review.* Young Environmental will review the final design package, including revisions to construction plans, the design memorandum, technical specifications, and the engineer's cost estimate to ensure all previous comments from LMRWD, stakeholders, and regulatory agencies have been addressed. Young Environmental will work closely with the consultants to ensure that LMRWD's scope and goals are being met.

*Task 3-3: Coordination with project team.* Young Environmental will host and facilitate up to two meetings with the consultants at the final submittal to communicate project progress, discuss issues encountered, develop potential solutions, and share any new information. This task also includes coordination with consultants throughout 100% plan development.

*Timeline for Completion: January 2025–June 2025*

*Deliverables: Final construction plans, specifications, and technical design memorandum*

*Young Environmental Budget: \$11,000*

*Consultant Budget: \$70,000*

### **Objective 4. Construction Administration**

*Task 4-1: Preparation of bid package.* Inter-Fluve will prepare the bid package for advertisement. The bid package will include all relevant specifications, contract documents, and final signed construction plans. Inter-Fluve will coordinate an on-site pre-bid meeting, answer bidder's questions, issue addenda, and review bids for conformation with bid requirements during the bidding process.

*Task 4-2: Bid opening.* Inter-Fluve will coordinate the bid opening, tabulate the bids, and coordinate the contract award and execution.

*Task 4-3: Construction administration.* Inter-Fluve will complete construction staking and receive and respond to contractor questions throughout construction. Their team will lead project inspection activities during construction, providing weekly summary reports.

*Task 4-4: Construction management.* Young Environmental will facilitate construction coordination activities to ensure the LMRWD's scope of work and goals are being met. This task includes attending the bid opening, recommending the best contractor for the project, facilitating document signatures, conducting site inspections to monitor project performance, and answering contractor and consultant questions when necessary. Depending on the requirements for cultural resource permitting in Task 2-1, state and federal regulations may require an archaeologist or tribal representative to be on-site during construction. If it is determined that this is necessary, an additional fee can be added to the work plan.

*Task 4-5: As-built survey.* Inter-Fluve will complete a final as-built survey and produce record drawings to document final constructed conditions.

*Task 4-6: Project closeout.* Young Environmental will complete a final inspection for construction conditions and coordinate changes prior to final payment. This task also includes construction contract closeout.

*Timeline for Completion:* March 2025–December 2025

*Deliverables:* Bid package, comment and addenda log, meeting summary and notes, construction summary reports, record drawings, and closeout documents

*Young Environmental Budget:* \$10,000

*Consultant Budget:* \$150,000

## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### **Comprehensive Watershed Management Plan (CWMP) Initiation**

Work Plan—October 2, 2024

As required by M.S. 103B and 103D and Minnesota Rules 8410, the LMRWD staff is recommending this workplan to use leftover funds from the gullies inventory project. Approximately \$75,000 remains unused, providing an opportunity to update the Comprehensive Watershed Management Plan (CWMP) earlier than initially scheduled. The process will begin with the completion of an updated Land and Natural Resources Inventory, followed by a facilitated visioning process to establish priorities and set a strategic direction before engaging with communities and partnering agencies. The Board of Water and Soil Resources (BWSR) Metro Update process highlights the importance of early coordination, starting with a comprehensive inventory of land and water resources. This will include updating data on surface water, climate, precipitation, geology, water quality and quantity, groundwater, and other critical components. The updated inventory will guide subsequent phases of the CWMP and lay the foundation for an effective stakeholder engagement process.

#### **Summary**

*Outcome:* The updated Land and Natural Resources Inventory will provide a solid data foundation for the CWMP update, along with four facilitated workshops that will establish a clear vision and strategic direction for the district. The workplan will also yield a comprehensive stakeholder engagement framework, ensuring effective involvement from the Technical Advisory Committee (TAC), Citizen Advisory Committee (CAC), and other stakeholders. Additionally, a detailed project plan with regular board updates will maintain alignment and transparency, supporting a well-coordinated approach to effective watershed management.

*Project Partners:* BWSR, MPCA, MDH, MDA, MnDNR, Metropolitan Council, Cities, Counties

*Timeline for Completion:* January 2025–December 2025

*Total Project Budget:* \$75,000

#### **Objective 1: Project Management**

*Task 1-1: Project Plan Development, Gantt Chart, Board Updates, and Facilitation Consultant Management.* Develop a comprehensive project plan, assign project tasks, determine additional resources needed, set dates for deliverables, and generate and maintain a project schedule. Develop a Gantt chart outlining key milestones and accomplishments necessary for the CWMP update. Young Environmental will manage the project, including hiring and managing a



facilitation consultant as a subconsultant to conduct facilitated workshops. Regular updates will be provided to the board to ensure alignment and transparency throughout the planning process.

*Timeline for Completion:* January 2025–September 2025

*Deliverables:* Project plan, Gantt chart, schedule, board updates, invoices, and project updates

*Estimated Budget:* \$5,000

## **Objective 2: Consultant-Led Facilitation, Visioning, and Stakeholder Engagement Preparation**

*Task 2-1: Facilitation Services and Visioning Workshops.* Conduct a series of four facilitated workshops with board and staff (consulting staff) members. Young Environmental’s subconsultant will lead these workshops to initiate the CWMP update, capturing legacy data, identifying key issues, and guiding the board through a visioning process to establish shared goals and desired outcomes for the district.

*Timeline for Completion:* January 2025–August 2025

*Deliverables:* Four facilitated workshops, including agendas, meeting summaries, and a visioning document to guide subsequent planning phases

*Task 2-2: Stakeholder Mapping.* Conduct a stakeholder mapping exercise to determine the involvement of the Technical Advisory Committee (TAC), Citizen Advisory Committee (CAC), and other stakeholders. This will ensure inclusion of the right voices throughout the planning process.

*Timeline for Completion:* June 2025–August 2025

*Deliverables:* Stakeholder mapping report identifying TAC, CAC, and other key stakeholders

*Task 2-3: Engagement Approach Framework.* Develop an engagement approach framework aligned with the initial visioning outcomes. This framework will outline the structure, goals, and timeline for TAC, CAC, and community meetings, ensuring stakeholders are effectively engaged at the appropriate stages of the planning process.

*Timeline for Completion:* June 2025–September 2025

*Deliverables:* Engagement approach framework, including a meeting structure, goals or objectives, timeline of accomplishments, and key questions for each engagement

*Estimated Budget for Objective 2:* \$40,000

## **Objective 3: Land and Natural Resources Inventory Update**

*Task 3-1: Review of Existing Inventory.* Review existing data on hydrological, biological, physical, and land components, ensuring alignment with recent changes in land use and other significant factors. The updated inventory will be crucial for informed decision-making and future planning stages.

*Task 3-2: Draft Land and Natural Resources Inventory.* Compile updated information on surface water, climate, geology, water quality, groundwater, soils, unique resources, and land use impacts. This draft will form the basis for discussions in the facilitated workshops.

*Task 3-3: Finalization of Inventory.* Review and adjust based on feedback, with the finalized Land and Natural Resources Inventory serving as a foundation for the CWMP update.

*Timeline for Completion:* January 2025–September 2025

*Deliverables:* Updated Land and Natural Resources Inventory

*Estimated Budget:* \$30,000



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### Agenda Item

#### Item 7. B. - Award bid for Vernon Avenue

#### Prepared By

Linda Loomis, Administrator

#### Summary

In 2006, the City of Savage, by Resolution granted the LMRWD a Conditional Use Permit (CUP) that allowed for the placement of dredging materials within the Floodway District on the property at 12050 Vernon Avenue. In 2014, the LMRWD applied for and was granted an amendment to the original CUP. One of the conditions of the CUP Amendment was that the LMRWD shall be responsible for the upkeep and on-going maintenance of Vernon Avenue.

In 2015, the LMRWD adopted Resolution 15-12, to include the Nine Foot Channel Permanent Disposal Sites Acquisition and Development Basic Water Management Project as a capital improvement project of the District.

Also in 2015, the LMRWD retained to services of American Engineering Testing, Inc. (AET) to evaluate the condition of Vernon Avenue and its suitability as a haul road to remove dredge materials from the site. The recommendation made by AET are found in a [‘Report of Pavement Evaluation Services’](#) dated June 25, 2015.

In 2017, the LMRWD had prepared an [‘Estimate of Probable Cost’](#) which identified probable costs the LMRWD should expect to incur over the next 25-30 years of operations of the dredge placement site. This identified improvements to Vernon Avenue (based on recommendations in the report prepared by AET) and culvert replacement as capital cost of the LMRWD. The project is included in the LMRWD Watershed Management Plan Implementation Program. It was estimated that replacement of the culvert would be necessary in 2025.

In 2023, the LMRWD began work planning for the replacement of the culvert (this culvert is under the access road from Vernon Avenue into the dredge site) and for the restoration and maintenance of Vernon Avenue. The project was ready to go out for bid in July 2024, but the LMRWD delayed seeking bids until October. Notice of the project was posted on Quest Construction Data Network and advertisements were posted in the October 3<sup>rd</sup> and October 10<sup>th</sup> editions of the Minnesota Star Tribune. Bid opening occurred October 24<sup>th</sup> and the winning bid was \$680,229.85 made by GMH

Item 7. B. – Award bid for Vernon Avenue

Executive Summary

November 6, 2024

Page 2

Asphalt Corporation. Details of the bids received and recommendations by the project consultant, Bolton & Menk, Inc. (BMI), can be found in Technical Memorandum – Vernon Avenue Improvements Bid Recommendation dated October 30, 2024, prepared by Young Environmental Consulting Group, which is attached.

BMI recommends construction materials testing. Young Environmental Consulting Group requested a proposal from Braun Intertech for construction materials testing, which is attached.

The Board should Resolution 24-24 awarding the bid to GMH Asphalt Corporation and approve retaining the service of Braun Intertech to complete construction materials testing.

**Attachments**

- Technical Memorandum – Vernon Avenue Improvements Bid Recommendation dated October 30, 2024
- Resolution 24-24 Authorization to Award Construction Contract for the Vernon Avenue Road Improvements Project

**Recommended Action**

Motion to adopt Resolution 24-24

# Technical Memorandum



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

**From:** Hannah LeClaire, PE, Project Manager  
Erica Bock, Water Resources Scientist

**Date:** October 30, 2024

**Re:** Vernon Avenue Road Improvements Bid Recommendation

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On Thursday, October 24, 2024, bids were opened for the Vernon Avenue Road Improvements project. A total of 14 bids were received ranging from \$680,229.85 to \$1,139,509.00. During bid letting, Bolton & Menk, Inc. (BMI), accepted bids from all the contractors that provided the following bidding requirements:

- Bid form
- 5% bid bond
- Responsible contractor form

The lowest bidder for the Vernon Avenue Road Improvements project is GMH Asphalt Corporation from Chaska, Minnesota, with a base bid price of \$680,229.85. The engineer’s estimate was \$740,583.00. Table 1 summarizes the bid results, and a complete bid abstract is in Attachment 1.

*Table 1. Summary of Bid Results*

Contractor	Base Bid
Engineer’s Estimate	\$740,583.00
GMH Asphalt Corporation	\$680,229.85
UrbanEdge, LLC	\$727,951.00
New Look Contracting, Inc.	\$824,521.26
Krueger Excavating, Inc.	\$826,256.50
K.A. Witt Construction, Inc.	\$830,716.05
McNamara Contracting	\$852,657.00
Kevitt Excavating	\$873,839.73
Park Construction Company	\$884,037.00
A-1 Excavating, LLC	\$899,570.00

Contractor	Base Bid
S.M. Hentges & Sons, Inc.	\$960,915.00
Northwest	\$969,092.91
Valley Paving, Inc.	\$982,580.96
Bituminous Roadways, Inc.	\$1,033,992.96
Urban Companies	\$1,139,509.00

BMI has worked with GMH Asphalt Corporation on previous projects and recommends awarding the project to the lowest bidder, GMH Asphalt Corporation. The required completion date for the project is June 28, 2025.

To promote long-term performance of the project, BMI recommended construction materials testing. Testing will verify that the new pavement meets density standards and that the culvert embankment is adequately compacted to prevent erosion during flooding. Given Braun Intertec's previous work on the geotechnical evaluation for this project, Young Environmental reached out to them and requested a proposal for construction materials testing. Braun Intertec submitted a proposal with a total cost of \$17,223.00 for construction materials testing (Attachment 2).

### **Recommendation**

Based on review of the received proposals, Young Environmental recommends awarding the Vernon Avenue Road Improvements project to the lowest bidder, GMH Asphalt Corporation, with a total base bid of \$680,229.85. Additionally, we recommend retaining the services of Braun Intertec to complete construction materials testing for \$17,223.00.

### **Attachments**

- Attachment 1—Complete Bid Abstract
- Attachment 2—Braun Intertec Proposal

**ABSTRACT**

**Vernon Avenue Improvements**

Lower Minnesota River Watershed District

Savage, MN

BMI Project No. OT1.129866

Bid: 10/24/2024 10:00 AM CDT

Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		1 GMH Asphalt Corporation		2 UrbanEdge, LLC		3 New Look Contracting, Inc.		4 Krueger Excavating Inc.		5 K.A. Witt Construction Inc.		6 McNamara Contracting		
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
BASE BID																			
1	2021.501	MOBILIZATION	LUMP SUM	1	\$30,000.00	\$30,000.00	\$45,582.00	\$45,582.00	\$49,000.00	\$49,000.00	\$65,000.00	\$65,000.00	\$33,000.00	\$33,000.00	\$50,000.00	\$50,000.00	\$16,500.00	\$16,500.00	
2	2101.502	CLEARING	EACH	48	\$400.00	\$19,200.00	\$248.00	\$11,904.00	\$228.00	\$10,944.00	\$195.00	\$9,360.00	\$330.00	\$15,840.00	\$270.00	\$12,960.00	\$450.00	\$21,600.00	
3	2101.502	GRUBBING	EACH	48	\$300.00	\$14,400.00	\$118.00	\$5,664.00	\$110.00	\$5,280.00	\$195.00	\$9,360.00	\$220.00	\$10,560.00	\$140.00	\$6,720.00	\$55.00	\$2,640.00	
4	2104.502	SALVAGE SIGN	EACH	1	\$60.00	\$60.00	\$52.90	\$52.90	\$55.00	\$55.00	\$55.00	\$55.00	\$100.00	\$100.00	\$250.00	\$250.00	\$55.00	\$55.00	
5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	26	\$4.00	\$104.00	\$4.25	\$110.50	\$5.00	\$130.00	\$20.00	\$520.00	\$10.00	\$260.00	\$20.00	\$520.00	\$1.00	\$26.00	
6	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	96	\$30.00	\$2,880.00	\$44.45	\$4,267.20	\$25.00	\$2,400.00	\$20.00	\$1,920.00	\$35.00	\$3,360.00	\$50.00	\$4,800.00	\$22.00	\$2,112.00	
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	9320	\$3.50	\$32,620.00	\$0.75	\$6,990.00	\$3.00	\$27,960.00	\$4.00	\$37,280.00	\$4.00	\$37,280.00	\$1.85	\$17,242.00	\$4.00	\$37,280.00	
8	2104.507	REMOVE RIPRAP	CU YD	40	\$60.00	\$2,400.00	\$26.45	\$1,058.00	\$25.00	\$1,000.00	\$50.00	\$2,000.00	\$18.00	\$720.00	\$40.00	\$1,600.00	\$10.00	\$400.00	
9	2106.507	EXCAVATION - COMMON	CU YD	6358	\$15.00	\$95,370.00	\$13.75	\$87,422.50	\$10.00	\$63,580.00	\$20.00	\$127,160.00	\$18.00	\$114,444.00	\$20.00	\$127,160.00	\$25.00	\$158,950.00	
10	2106.507	EXCAVATION - SUBGRADE	CU YD	262	\$16.00	\$4,192.00	\$10.60	\$2,777.20	\$15.00	\$3,930.00	\$30.00	\$7,860.00	\$18.00	\$4,716.00	\$40.00	\$10,480.00	\$35.00	\$9,170.00	
11	2106.507	SELECT GRANULAR EMBANKMENT	CU YD	3366	\$25.00	\$84,150.00	\$18.25	\$61,429.50	\$20.00	\$67,320.00	\$24.00	\$80,784.00	\$32.00	\$107,712.00	\$28.00	\$94,248.00	\$30.00	\$100,980.00	
12	2106.507	STABILIZING AGGREGATE	CU YD	262	\$35.00	\$9,170.00	\$10.60	\$2,777.20	\$65.00	\$17,030.00	\$75.00	\$19,650.00	\$50.00	\$13,100.00	\$50.00	\$13,100.00	\$45.00	\$11,790.00	
13	2106.601	DEWATERING	LUMP SUM	1	\$5,000.00	\$5,000.00	\$3,704.00	\$3,704.00	\$9,125.00	\$9,125.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$1.00	\$1.00	
14	2106.603	MINOR GRADING	LIN FT	80	\$50.00	\$4,000.00	\$31.75	\$2,540.00	\$73.00	\$5,840.00	\$30.00	\$2,400.00	\$25.00	\$2,000.00	\$30.00	\$2,400.00	\$30.00	\$2,400.00	
15	2118.507	AGGREGATE SURFACING CLASS 2	CU YD	188	\$62.00	\$11,656.00	\$28.55	\$5,367.40	\$45.00	\$8,460.00	\$62.50	\$11,750.00	\$48.00	\$9,024.00	\$42.00	\$7,896.00	\$80.00	\$15,040.00	
16	2123.51	COMMON LABORERS	hour	15	\$90.00	\$1,350.00	\$101.00	\$1,515.00	\$90.00	\$1,350.00	\$140.00	\$2,100.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$75.00	\$1,125.00	
17	2123.51	DOZER	hour	5	\$200.00	\$1,000.00	\$212.00	\$1,060.00	\$192.00	\$960.00	\$275.00	\$1,375.00	\$250.00	\$1,250.00	\$220.00	\$1,100.00	\$150.00	\$750.00	
18	2123.61	CRAWLER MOUNTED BACKHOE	hour	5	\$220.00	\$1,100.00	\$212.00	\$1,060.00	\$260.00	\$1,300.00	\$275.00	\$1,375.00	\$250.00	\$1,250.00	\$250.00	\$1,250.00	\$150.00	\$750.00	
19	2211.507	AGGREGATE BASE CLASS 5	CU YD	2244	\$35.00	\$78,540.00	\$36.00	\$80,784.00	\$37.25	\$83,589.00	\$34.50	\$77,418.00	\$40.00	\$89,760.00	\$42.00	\$94,248.00	\$55.00	\$123,420.00	
20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	550	\$2.50	\$1,375.00	\$3.80	\$2,090.00	\$2.20	\$1,210.00	\$2.50	\$1,375.00	\$2.50	\$1,375.00	\$3.00	\$1,650.00	\$2.00	\$1,100.00	
21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	1848	\$85.00	\$157,080.00	\$94.30	\$174,266.40	\$92.00	\$170,016.00	\$95.00	\$175,560.00	\$94.00	\$173,712.00	\$92.00	\$170,016.00	\$85.00	\$157,080.00	
22	2501.502	48" RC PIPE APRON	EACH	2	\$3,250.00	\$6,500.00	\$6,632.00	\$13,264.00	\$7,725.00	\$15,450.00	\$8,500.00	\$17,000.00	\$8,595.00	\$17,190.00	\$8,800.00	\$17,600.00	\$7,000.00	\$14,000.00	
23	2503.503	48" RC PIPE SEWER CLASS III	LIN FT	84	\$300.00	\$25,200.00	\$343.00	\$28,812.00	\$322.00	\$27,048.00	\$375.00	\$31,500.00	\$405.00	\$34,020.00	\$475.00	\$39,900.00	\$300.00	\$25,200.00	
24	2511.507	RANDOM RIPRAP CLASS III	CU YD	80	\$85.00	\$6,800.00	\$132.00	\$10,560.00	\$98.00	\$7,840.00	\$100.00	\$8,000.00	\$75.00	\$6,000.00	\$100.00	\$8,000.00	\$100.00	\$8,000.00	
25	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$2,063.00	\$2,063.00	\$2,115.00	\$2,115.00	\$2,250.00	\$2,250.00	\$2,145.00	\$2,145.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	
26	2564.602	INSTALL SIGN	EACH	1	\$200.00	\$200.00	\$582.00	\$582.00	\$595.00	\$595.00	\$600.00	\$600.00	\$600.00	\$600.00	\$400.00	\$400.00	\$600.00	\$600.00	
27	2572.602	TREE PRUNING	hour	12	\$200.00	\$2,400.00	\$650.00	\$7,800.00	\$595.00	\$7,140.00	\$550.00	\$6,600.00	\$100.00	\$1,200.00	\$700.00	\$8,400.00	\$400.00	\$4,800.00	
28	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$1,500.00	\$1,500.00	\$1,587.00	\$1,587.00	\$1,375.00	\$1,375.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	
29	2573.502	STORM DRAIN INLET PROTECTION	EACH	3	\$200.00	\$600.00	\$185.00	\$555.00	\$150.00	\$450.00	\$165.00	\$495.00	\$450.00	\$1,350.00	\$260.00	\$780.00	\$200.00	\$600.00	
30	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	40	\$20.00	\$800.00	\$29.55	\$1,182.00	\$22.00	\$880.00	\$25.00	\$1,000.00	\$25.00	\$1,000.00	\$38.00	\$1,520.00	\$25.00	\$1,000.00	
31	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	14000	\$3.75	\$52,500.00	\$2.84	\$39,760.00	\$3.50	\$49,000.00	\$4.00	\$56,000.00	\$4.00	\$56,000.00	\$3.80	\$53,200.00	\$2.50	\$35,000.00	
32	2574.507	COMMON TOPSOIL BORROW	CU YD	1426	\$30.00	\$42,780.00	\$26.45	\$37,717.70	\$37.50	\$53,475.00	\$0.01	\$14.26	\$30.00	\$42,780.00	\$28.00	\$39,928.00	\$45.00	\$64,170.00	
33	2575.504	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX (25-141)	SQ YD	8295	\$3.00	\$24,885.00	\$2.17	\$18,000.15	\$2.00	\$16,590.00	\$5.00	\$41,475.00	\$2.50	\$20,737.50	\$1.85	\$15,345.75	\$2.00	\$16,590.00	
34	2575.504	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX (34-181)	SQ YD	257	\$3.00	\$771.00	\$3.60	\$925.20	\$2.00	\$514.00	\$5.00	\$1,285.00	\$3.00	\$771.00	\$3.90	\$1,002.30	\$4.00	\$1,028.00	
Fixed	35	2563.621	TRAFFIC CONTROL SPECIAL (RR FLAGGING)	DOL	15000	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
<b>Base Bid Total:</b>						<b>\$740,583.00</b>		<b>\$680,229.85</b>		<b>\$727,951.00</b>		<b>\$824,521.26</b>		<b>\$826,256.50</b>		<b>\$830,716.05</b>		<b>\$852,657.00</b>	

**ABSTRACT**

**Vernon Avenue Improvements**

Lower Minnesota River Watershed District  
Savage, MN  
BMI Project No. OT1.129866  
Bid: 10/24/2024 10:00 AM CDT

Section	Item	Item Code	Item Description	UoM	Quantity	7 Kevitt Excavating		8 Park Construction Company		9 A-1 Excavating LLC		10 S.M. Hentges & Sons, Inc.		11 Northwest		12 Valley Paving, Inc		13 Bituminous Roadways Inc.		14 Urban Companies	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID																					
	1	2021.501	MOBILIZATION	LUMP SUM	1	\$42,591.13	\$42,591.13	\$43,000.00	\$43,000.00	\$53,000.00	\$53,000.00	\$48,500.00	\$48,500.00	\$70,211.50	\$70,211.50	\$54,000.00	\$54,000.00	\$75,000.00	\$75,000.00	\$60,000.00	\$60,000.00
	2	2101.502	CLEARING	EACH	48	\$260.23	\$12,491.04	\$210.00	\$10,080.00	\$483.00	\$23,184.00	\$195.00	\$9,360.00	\$350.00	\$16,800.00	\$221.00	\$10,608.00	\$225.00	\$10,800.00	\$250.00	\$12,000.00
	3	2101.502	GRUBBING	EACH	48	\$249.25	\$11,964.00	\$100.00	\$4,800.00	\$56.00	\$2,688.00	\$195.00	\$9,360.00	\$250.00	\$12,000.00	\$105.00	\$5,040.00	\$125.00	\$6,000.00	\$250.00	\$12,000.00
	4	2104.502	SALVAGE SIGN	EACH	1	\$122.22	\$122.22	\$50.00	\$50.00	\$56.00	\$56.00	\$60.00	\$60.00	\$155.00	\$155.00	\$105.00	\$105.00	\$155.00	\$155.00	\$500.00	\$500.00
	5	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	26	\$4.15	\$107.90	\$20.00	\$520.00	\$6.00	\$156.00	\$5.00	\$130.00	\$6.00	\$156.00	\$6.00	\$156.00	\$4.00	\$104.00	\$10.00	\$260.00
	6	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	96	\$20.60	\$1,977.60	\$45.70	\$4,387.20	\$20.00	\$1,920.00	\$40.00	\$3,840.00	\$24.00	\$2,304.00	\$50.00	\$4,800.00	\$14.00	\$1,344.00	\$50.00	\$4,800.00
	7	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	9320	\$3.00	\$27,960.00	\$1.80	\$16,776.00	\$1.00	\$9,320.00	\$6.00	\$55,920.00	\$4.62	\$43,058.40	\$0.01	\$93.20	\$0.01	\$93.20	\$10.00	\$93,200.00
	8	2104.507	REMOVE RIPRAP	CU YD	40	\$23.08	\$923.20	\$33.50	\$1,340.00	\$24.00	\$960.00	\$80.00	\$3,200.00	\$98.00	\$3,920.00	\$50.00	\$2,000.00	\$25.00	\$1,000.00	\$60.00	\$2,400.00
	9	2106.507	EXCAVATION - COMMON	CU YD	6358	\$20.61	\$131,038.38	\$25.70	\$163,400.60	\$27.00	\$171,666.00	\$20.50	\$130,339.00	\$28.95	\$184,064.10	\$34.50	\$219,351.00	\$45.00	\$286,110.00	\$26.00	\$165,308.00
	10	2106.507	EXCAVATION - SUBGRADE	CU YD	262	\$15.77	\$4,131.74	\$21.10	\$5,528.20	\$27.00	\$7,074.00	\$19.00	\$4,978.00	\$32.50	\$8,515.00	\$27.00	\$7,074.00	\$35.00	\$9,170.00	\$52.00	\$13,624.00
	11	2106.507	SELECT GRANULAR EMBANKMENT	CU YD	3366	\$27.89	\$93,877.74	\$32.00	\$107,712.00	\$36.00	\$121,176.00	\$41.00	\$138,006.00	\$26.33	\$88,626.78	\$30.00	\$100,980.00	\$26.00	\$87,516.00	\$26.00	\$87,516.00
	12	2106.507	STABILIZING AGGREGATE	CU YD	262	\$66.94	\$17,538.28	\$63.90	\$16,741.80	\$66.00	\$17,292.00	\$73.00	\$19,126.00	\$48.61	\$12,735.82	\$35.00	\$9,170.00	\$52.00	\$13,624.00	\$80.00	\$20,960.00
	13	2106.601	DEWATERING	LUMP SUM	1	\$9,551.43	\$9,551.43	\$30,000.00	\$30,000.00	\$9,200.00	\$9,200.00	\$1,100.00	\$1,100.00	\$1.00	\$1.00	\$0.01	\$0.01	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
	14	2106.603	MINOR GRADING	LIN FT	80	\$13.58	\$1,086.40	\$35.70	\$2,856.00	\$40.00	\$3,200.00	\$70.00	\$5,600.00	\$26.38	\$2,110.40	\$32.00	\$2,560.00	\$19.00	\$1,520.00	\$25.00	\$2,000.00
	15	2118.507	AGGREGATE SURFACING CLASS 2	CU YD	188	\$53.55	\$10,067.40	\$79.80	\$15,002.40	\$66.00	\$12,408.00	\$70.00	\$13,160.00	\$56.30	\$10,584.40	\$67.00	\$12,596.00	\$70.00	\$13,160.00	\$60.00	\$11,280.00
	16	2123.51	COMMON LABORERS	hour	15	\$110.27	\$1,654.05	\$98.60	\$1,479.00	\$100.00	\$1,500.00	\$95.00	\$1,425.00	\$100.00	\$1,500.00	\$90.00	\$1,350.00	\$90.00	\$1,350.00	\$110.00	\$1,650.00
	17	2123.51	DOZER	hour	5	\$288.35	\$1,441.75	\$216.00	\$1,080.00	\$190.00	\$950.00	\$200.00	\$1,000.00	\$248.00	\$1,240.00	\$240.00	\$1,200.00	\$200.00	\$1,000.00	\$250.00	\$1,250.00
	18	2123.61	CRAWLER MOUNTED BACKHOE	hour	5	\$363.13	\$1,815.65	\$218.00	\$1,090.00	\$190.00	\$950.00	\$200.00	\$1,000.00	\$302.00	\$1,510.00	\$210.00	\$1,050.00	\$150.00	\$750.00	\$250.00	\$1,250.00
	19	2211.507	AGGREGATE BASE CLASS 5	CU YD	2244	\$51.60	\$115,790.40	\$42.40	\$95,145.60	\$45.00	\$100,980.00	\$68.00	\$152,592.00	\$44.95	\$100,867.80	\$50.00	\$112,200.00	\$48.00	\$107,712.00	\$55.00	\$123,420.00
	20	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	550	\$1.99	\$1,094.50	\$3.65	\$2,007.50	\$2.20	\$1,210.00	\$3.70	\$2,035.00	\$4.55	\$2,502.50	\$2.50	\$1,375.00	\$0.01	\$5.50	\$2.50	\$1,375.00
	21	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	1848	\$97.01	\$179,274.48	\$96.70	\$178,701.60	\$95.00	\$175,560.00	\$108.00	\$199,584.00	\$92.63	\$171,180.24	\$99.00	\$182,952.00	\$92.00	\$170,016.00	\$98.00	\$181,104.00
	22	2501.502	48" RC PIPE APRON	EACH	2	\$8,738.38	\$17,476.76	\$7,840.00	\$15,680.00	\$8,200.00	\$16,400.00	\$8,100.00	\$16,200.00	\$8,186.92	\$16,373.84	\$8,400.00	\$16,800.00	\$8,500.00	\$17,000.00	\$10,000.00	\$20,000.00
	23	2503.503	48" RC PIPE SEWER CLASS III	LIN FT	84	\$361.53	\$30,368.52	\$379.00	\$31,836.00	\$470.00	\$39,480.00	\$400.00	\$33,600.00	\$363.45	\$30,529.80	\$886.00	\$74,424.00	\$310.00	\$26,040.00	\$500.00	\$42,000.00
	24	2511.507	RANDOM RIPRAP CLASS III	CU YD	80	\$105.68	\$8,454.40	\$124.00	\$9,920.00	\$115.00	\$9,200.00	\$150.00	\$12,000.00	\$124.00	\$9,920.00	\$133.00	\$10,640.00	\$110.00	\$8,800.00	\$150.00	\$12,000.00
	25	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$3,292.59	\$3,292.59	\$1,950.00	\$1,950.00	\$2,200.00	\$2,200.00	\$4,000.00	\$4,000.00	\$12,520.00	\$12,520.00	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00
	26	2564.602	INSTALL SIGN	EACH	1	\$393.79	\$393.79	\$550.00	\$550.00	\$600.00	\$600.00	\$600.00	\$600.00	\$585.00	\$585.00	\$525.00	\$525.00	\$600.00	\$600.00	\$500.00	\$500.00
	27	2572.602	TREE PRUNING	hour	12	\$605.87	\$7,270.44	\$550.00	\$6,600.00	\$470.00	\$5,640.00	\$550.00	\$6,600.00	\$365.00	\$4,380.00	\$575.00	\$6,900.00	\$600.00	\$7,200.00	\$650.00	\$7,800.00
	28	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$4,167.55	\$4,167.55	\$3,360.00	\$3,360.00	\$500.00	\$500.00	\$2,300.00	\$2,300.00	\$9,800.00	\$9,800.00	\$2,000.00	\$2,000.00	\$0.01	\$0.01	\$2,500.00	\$2,500.00
	29	2573.502	STORM DRAIN INLET PROTECTION	EACH	3	\$232.12	\$696.36	\$250.00	\$750.00	\$50.00	\$150.00	\$150.00	\$450.00	\$165.00	\$495.00	\$525.00	\$1,575.00	\$200.00	\$600.00	\$400.00	\$1,200.00
	30	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	LIN FT	40	\$34.63	\$1,385.20	\$26.50	\$1,060.00	\$30.00	\$1,200.00	\$23.00	\$920.00	\$26.20	\$1,048.00	\$16.00	\$640.00	\$30.00	\$1,200.00	\$50.00	\$2,000.00
	31	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	14000	\$3.47	\$48,580.00	\$2.55	\$35,700.00	\$3.00	\$42,000.00	\$3.60	\$50,400.00	\$3.85	\$53,900.00	\$2.50	\$35,000.00	\$3.00	\$42,000.00	\$7.00	\$98,000.00
	32	2574.507	COMMON TOPSOIL BORROW	CU YD	1426	\$36.06	\$51,421.56	\$30.10	\$42,922.60	\$25.00	\$35,650.00	\$1.00	\$1,426.00	\$42.33	\$60,362.58	\$50.00	\$71,300.00	\$60.00	\$85,560.00	\$50.00	\$71,300.00
	33	2575.504	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX (25-141)	SQ YD	8295	\$2.14	\$17,751.30	\$1.95	\$16,175.25	\$2.00	\$16,590.00	\$2.00	\$16,590.00	\$2.35	\$19,493.25	\$1.85	\$15,345.75	\$2.25	\$18,663.75	\$6.00	\$49,770.00
	34	2575.504	ROLLED EROSION PREVENTION CATEGORY 20 W/ SEED MIX (34-181)	SQ YD	257	\$4.21	\$1,081.97	\$3.25	\$835.25	\$2.00	\$514.00	\$2.00	\$514.00	\$2.50	\$642.50	\$3.00	\$771.00	\$3.50	\$899.50	\$6.00	\$1,542.00
Fixed	35	2563.621	TRAFFIC CONTROL SPECIAL (RR FLAGGING)	DOL	15000	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00	\$1.00	\$15,000.00
<b>Base Bid Total:</b>							<b>\$873,839.73</b>		<b>\$884,037.00</b>		<b>\$899,574.00</b>		<b>\$960,915.00</b>		<b>\$969,092.91</b>		<b>\$982,580.96</b>		<b>\$1,033,992.96</b>		<b>\$1,139,509.00</b>



October 30, 2024

Proposal QTB191886

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

Re: Revised Proposal for Construction Materials Testing Services  
Vernon Avenue Improvements  
Vernon Avenue from TH-13 to the Minnesota River  
Savage, Minnesota

Dear Ms. Loomis:

Braun Intertec Corporation is pleased to submit this revised proposal to provide construction materials testing services for the Vernon Avenue Improvements Project in Savage, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

## **Our Understanding of Project**

This project is located along Vernon Avenue from TH-13 to just south of the Minnesota River and will include pavement subgrade preparation, select granular embankment and aggregate base placement along with a new bituminous pavement. Minor improvements to the storm sewer utilities will also be part of this project.

## **Available Project Information**

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Bolton & Menk, Inc., dated January 30, 2024.
- Discussions with Hannah LeClaire with Young Environmental Consulting Group, LLC regarding testing rates and requirements, as well as scope of services requested for the project.

## Scope of Services

Services are performed under the direction of a licensed professional engineer. Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

### Soil Related Services

- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of fill placed for utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base, select granular embankment and fine aggregate bedding materials for compliance with the project documents. This task includes laboratory gradation testing of aggregate base material.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material.

### Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyrotory density, fine aggregate angularity, percent crushed, asphalt content and extracted aggregate gradation tests of the bituminous.
- Obtain cores and measure the thickness and density of the compacted bituminous pavement by the core method for compliance with the project documents. We assume the bituminous contractor will cut the cores.

### Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports, and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team on a weekly basis.

## Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take three trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of three tests will be conducted each trip with two trips assumed.
- We understand your full time on-site construction observer will observe the test rolling for this project.
- We understand that your full time on-site construction observer will observe the compaction of sub-grade preparation and select granular embankment per the Quality Compaction Method.
- We assume bituminous paving will be completed in two days for this project with two samples of bituminous mixture being sampled each day.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

## Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$17,223**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal including the attached General Conditions.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Keane at 612.704.2674 ([ckeane@braunintertec.com](mailto:ckeane@braunintertec.com)) or Andrew Valerius at 952.995.2242 ([avalerius@braunintertec.com](mailto:avalerius@braunintertec.com)).

Sincerely,

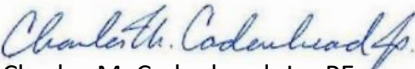
BRAUN INTERTEC CORPORATION



Colin M. Keane  
Staff Engineer



Andrew M. Valerius  
Associate Director, Senior Project Manager



Charles M. Cadenhead, Jr., PE  
Vice President, Principal Engineer

Attachments:

Cost Estimate Table

General Conditions – CMT (1/1/18)

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The revised proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**



The Science You Build On.

# Project Proposal

QTB191886

Vernon Avenue Improvements

**Client:**

Lower Minnesota River Watershed Dis  
Linda Loomis  
112 East 5th Street, Suite 102  
Chaska, MN 55318  
(952) 856-5880

**Work Site Address:**

Vernon Avenue from TH 13 to the Minnesota River  
Savage, MN 55378

**Service Description:**

Construction Materials Services

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>Construction Materials Testing</b>				
<b>Activity 1.1</b>	<b>Soil Testing</b>				<b>\$9,247.00</b>
1861	CMT Trip Charge	18.00	Each	50.00	\$900.00
207	Compaction Testing - Nuclear	9.00	Hour	98.00	\$882.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Storm Sewer Backfill	3.00	Trips	3.00	9.00
1308	Nuclear moisture-density meter charge, per hour	9.00	Each	30.00	\$270.00
217	Compaction Testing - DCP's	6.00	Hour	98.00	\$588.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	CL-5 Aggregate Base	2.00	Trips	3.00	6.00
209	Sample pick-up	19.50	Hour	98.00	\$1,911.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	CL-5 Aggregate Base	5.00	Trips	1.50	7.50
	Select Granular Embankment	7.00	Trips	1.50	10.50
	Fine Aggregate Bedding	1.00	Trips	1.50	1.50
1162	Sieve Analysis with 200 wash, per sample	23.00	Each	162.00	\$3,726.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	CL-5 Aggregate Base	9.00	Each	1.00	9.00
	Select Granular Embankment	13.00	Each	1.00	13.00
	Fine Aggregate Bedding	1.00	Each	1.00	1.00
1318	Moisture Density Relationship (Proctor)	2.00	Each	206.00	\$412.00
126	Project Engineer	3.00	Hour	186.00	\$558.00
<b>Activity 1.2</b>	<b>Pavement Testing</b>				<b>\$5,372.00</b>
2689	MnDOT Bituminous Verification, per sample	4.00	Each	762.00	\$3,048.00
209	Sample pick-up	8.00	Hour	98.00	\$784.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mixture Sample Pickup	4.00	Trips	2.00	8.00
221	Mark and Observe Contractor Coring	6.00	Hour	124.00	\$744.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Bituminous Coring	2.00	Trips	3.00	6.00
1861	CMT Trip Charge	6.00	Each	50.00	\$300.00
1542	Thickness and Density of Bituminous Core	8.00	Each	62.00	\$496.00
<b>Activity 1.3</b>	<b>Project Management</b>				<b>\$2,604.00</b>
226	Project Manager	10.00	Hour	180.00	\$1,800.00
228	Senior Project Manager	2.00	Hour	206.00	\$412.00
238	Project Assistant	4.00	Hour	98.00	\$392.00
<b>Phase 1 Total:</b>					<b>\$17,223.00</b>

<b>Proposal Total:</b>	<b>\$17,223.00</b>
------------------------	--------------------

### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

### Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

**3.6** You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report(s) in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

### Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

#### **Section 6: Disputes, Damage, and Risk Allocation**

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

*business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

#### **Section 7: General Indemnification**

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### **Section 8: Miscellaneous Provisions**

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



\_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION 24-24

LOWER MINNESOTA RIVER WATERSHED DISTRICT

AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR  
THE VERNON AVENUE ROAD IMPROVEMENTS PROJECT

**WHEREAS**, the Lower Minnesota River Watershed District (LMRWD) is the local sponsor for the US Army Corp of Engineers activities to maintain a nine foot deep navigation channel in the Minnesota River to River Mile 14.7; and

**WHEREAS**, the LMRWD has an approved watershed management plan pursuant to Minnesota Statutes section 103B.231 (the Plan); and

**WHEREAS**, by Resolution dated September 16, 2015, the Board initiated proceedings under statutes section 103D.605 to modify the previously established dredge project and to concurrently include the Nine Foot Channel Permanent Disposal Sites Acquisition and Development Basic Water Management project as a capital improvement project of the LMRWD; and

**WHEREAS**, City of Savage adopted Resolution 06-82, dated July 10, 2006, granted the LMRWD a conditional use permit, that allowed for the placement of dredging materials within the Floodway District; and

**WHEREAS**, the City of Savage amended said conditional use permit by adopting Resolution R-14-83 which resolved that the LMRWD shall be responsible for the upkeep and on-going maintenance of Vernon Avenue; and

**WHEREAS**, in 2015, the LMRWD retained the services o American Engineering Testing, Inc. to evaluate the condition of Vernon Avenue and make recommendations as to its upkeep and maintenance; and

**WHEREAS**, in 2017, the LMRWD retained Burns & McDonnell to prepare an estimate of the probable costs associated with dredge management operation over the course of the next 25-30 years, which include cost to maintain Vernon Avenue and replace the access road culvert; and

**WHEREAS**, in 2023, the LMRWD caused plans and specification to be prepared to replace the culvert and to rehabilitate Vernon Avenue to accommodate hauling traffic necessary to sustain dredge management; and

**WHEREAS**, the LMRWD solicited sealed bids for the work in accordance with Minnesota Law and fourteen (14) bids were received and opened. GMH Asphalt Corporation submitted

the lowest bid and is determined by the Board of Managers, based on recommendations from LMRWD staff and consultants, to be a responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED**, that the Lower Minnesota River Watershed District Board of Managers awards the contract for construction to GMH Asphalt Corporation in the amount of \$680,229.85; and

**BE IT FURTHER RESOLVED** that the LMRWD Board of Managers authorizes the Administrator to execute a construction contract for the Project in the amount of \$680,229.85; and

**BE IT FURTHER RESOLVED** that the LMRWD Board of Managers authorizes the Administrator to issue a formal notice to proceed to GMH Asphalt Corporation in accordance with the terms of this resolution, on advice of counsel and after receipt of a signed contract and required bonds and insurance documentation; and

**BE IT FURTHER RESOLVED** that based upon recommendations from LMRWD staff and consultants, Braun Intertech be retained to complete construction materials testing to promote long-term performance of the project; and

**BE IT FINALLY RESOLVED** that the LMRWD Board of Managers authorizes the Administrator to issue this resolution to the City of Savage to serve as notice of LMRWD intent.

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

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
BARISONZI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KUPLIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAMMERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SALVATO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VISWANATHAN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adopted by the Board of Managers of the Lower Minnesota River Watershed District on this 6<sup>th</sup> day of November 2024.

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Joseph Barisonzi, President

ATTEST:

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Lauren Salvato, Secretary



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### **Agenda Item**

#### **Item 7. C. – 2025 Legislative Agenda**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

On Thursday, October 31, 2024, the LMRWD Board of Manager's Personnel Committee interviewed consultants for consideration as the Government Relations Consultant for the LMRWD. Three consultants were interviewed: Park Street Public, Flaherty|Hood, P.A. and Henry Erdman. Proposals from all consultants were provided to the Managers at the time they were received.

The Personnel Committee will share information and recommendations with the entire Board at the meeting.

#### **Attachments**

No attachments

#### **Recommended Action**

Motion to retain preferred Government Relations Consultant services and to authorize administrator to execute Government Relations Services Agreement with chosen Consultant



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, November 6, 2024

### Agenda Item

#### Item 7. D. – Set 2025 Meeting Schedule

#### Prepared By

Linda Loomis, Administrator

#### Summary

Every year the Board of Managers sets its meeting schedule for the following year. In addition, the Board should consider setting a date for committee meetings

Dates for regular meetings in 2025 are:

- Wednesday, January 15, 2025
- Wednesday, February 19, 2025
- Wednesday, March 19, 2025
- Wednesday, April 16, 2025
- Wednesday, May 21, 2025
- Wednesday, June 18, 2025
- Wednesday, July 16, 2025
- Wednesday, August 20, 2025
- Wednesday, September 17, 2025
- Wednesday, October 15, 2025
- Wednesday, November 19, 2025
- Wednesday December 17, 2025

Managers should check their schedules to see if there are any known conflicts that preclude them from being able to attend a meeting either in person or remotely. I have checked the federal holiday calendar and none of these dates fall on a federal holiday.

#### Personnel Committee meetings

When the Board set up standing committees, it was discussed to hold the Personnel Committee meeting on the first Wednesday of the month. The dates for Personnel Committee meetings would fall on the following dates:

- Wednesday, January 1, 2025
- Wednesday, February 5, 2025
- Wednesday, March 5, 2025
- Wednesday, April 2, 2025
- Wednesday, May 7, 2025
- Wednesday, June 4, 2025
- Wednesday, July 2, 2025
- Wednesday, August 6, 2025
- Wednesday, September 3, 2025
- Wednesday, October 1, 2025
- Wednesday, November 5, 2025
- Wednesday December 3, 2025

Since January 1st is New Year's Day and July 2nd, falls on the week of the Fourth of July, I would recommend cancelling meetings those months.

**Finance committee meetings**

At the October Board of Managers meeting, it was recommended that the Finance Committee set up regular meetings on the second Wednesday of the month. Those meetings days would fall on the following days:

- Wednesday, January 8, 2025
- Wednesday, February 12, 2025
- Wednesday, March 12, 2025
- Wednesday, April, 9. 2025
- Wednesday, May 12, 2025
- Wednesday, June 11, 2025
- Wednesday, July 9, 2025
- Wednesday, August 13, 2025
- Wednesday, September 10, 2025
- Wednesday, October 8, 2025
- Wednesday, November 12, 2025
- Wednesday, December 1, 2025

The thought is to schedule meetings and if a meeting is not needed then it will be cancelled. Another alternative would be to schedule a meeting every other month, and hold a committee meeting on the same day, such as the first Wednesday and hold the Personnel Committee meeting one month and the Finance Committee meeting on the alternate month.

**Attachments**

No attachments

**Recommended Action**

Determine meeting dates and motion to set 2025 meeting schedule as determined



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### Agenda Item

#### Item 7. E. - Sponsorship of Soil Health Event

#### Prepared By

Linda Loomis, Administrator

#### Summary

The Minnesota Soil Health Coalition invited the LMRWD to become a sponsor of its Annual Premier Soil Health Conference. The MN Soil Health Coalition tabled at the LMRWD MN River Tour, September 11, 2024. The MN Soil Health Coalition promotes regenerative agriculture.

Each year the MN Soil Health Coalition hosts an annual conference to bring national, regional and local soil health experts together to provide farmers and ranchers with the information they need to improve and strengthen their operations.

The LMRWD has been invited to become a sponsor of this event. Sponsorship includes an exhibitor booth, conference registrations and the LMRWD shared on screens during lunch and breaks. The event is scheduled for December 3<sup>rd</sup> and 4<sup>th</sup> in Mankato. More information can be found at: <https://www.mnsoilhealth.org/premier-soil-health-event/>.

Check out this short video on the [2023 Premier Event](#). I am looking forward to seeing you there!

Sponsorship opportunities are attached.

#### Attachments

2024 Premier Soil Health Event

2024 Premier Soil Health Event Sponsor Form

#### Recommended Action

Motion to authorize becoming a sponsor of the MN Soil Health Annual Conference

# PREMIER SOIL HEALTH EVENT

For farmers, by farmers.

**DEC 3-4, 2024**  
**MANKATO, MN**

at the Mayo Clinic Health  
System Event Center

Featuring keynote speakers:

Ray Archuleta

John Kempf

Johnny Hunter

Lance Gunderson

*Plus, hear from local farmers  
and agronomists!*

\*Accommodations can be made at  
Hilton Garden Inn Mankato Downtown

The Premier Soil Health Event is for farmers, by farmers. Hosted by the Minnesota Soil Health Coalition, this event brings local, national, and regional soil health experts together to provide farmers and ranchers information they can use to improve their operations. Network with other farmers and farmer mentors, plus learn from long-time practitioners of strategies that build soil health.

PLUS, this year, for the first time ever in Minnesota, we will be announcing the finalist of the Leopold Conservation Award -- recognizing landowners who inspire others with their dedication to environmental improvement. The finalist will be presented with a \$10,000 award!

In addition to info-packed speaker sessions, we'll have...

- **DEC 3:** Farmers & Friends Social Hour in the evening; **appetizers and beer included**, cash bar available.
- **DEC 4:** Coffee and a **FULL breakfast** provided during **BOARD ELECTIONS**.

## REGISTER TODAY!



Scan to register!

OR  Visit <https://bit.ly/3tpvHKY>

 Call Tim at (612) 600-4872

**CEU credits Offered!**



# 2024 Premier Soil Health Event For Farmers By Farmers

December 3rd and 4th, 2024

Mayo Civic Center Mankato, MN



## Sponsorship Levels

- |                          |   |               |
|--------------------------|---|---------------|
| <input type="checkbox"/> | <b>Sustainable Sponsorship</b>  | <b>\$500</b>  |
|                          | Includes Exhibitor Booth, 2 Registrations, Company Logo Displayed on Screen at Lunch and Breaks.  |               |
| <input type="checkbox"/> | <b>Soil Champion Sponsorship:</b>   | <b>\$1000</b> |
|                          | Includes Exhibitor Booth, Logo on Marketing Materials, 2 Registrations, Company Logo Displayed on Screen, 2 Memberships to MSHC. Highlighted on Website and Newsletter.   |               |
| <input type="checkbox"/> | <b>Premier Sponsorship:</b>   | <b>\$1500</b> |
|                          | Includes Exhibitor Booth, Logo on Marketing Materials, 4 Registrations to Premier Event in December and Company Logo Displayed on Screen, Highlighted on Social Media, Newsletter and Website, 4 Memberships to MSHC. |               |

Please make checks payable to Minnesota Soil Health Coalition and mail along completed application form to: **Minnesota Soil Health Coalition, 1157 110th AVE, Luverne, MN 56156**

**Pay online** at: <https://www.mnsoilhealth.org/donate/>

Please email the completed form and company logo to: [timr@mnsoilhealth.org](mailto:timr@mnsoilhealth.org)

Business Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Website: \_\_\_\_\_





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### Agenda Item

#### Item 8. A. – MN Watersheds Membership

#### Prepared By

Linda Loomis, Administrator

#### Summary

MN Watersheds has asked that the Board of Managers consider rejoining MN Watersheds. They have sent an information packet for the Board to review.

There are six Watershed Districts that are not members of MN Watersheds. The organization has opened membership to Watershed Management Organizations (WMO) and three WMOs are currently members. WMOs are located in the Metro Area. In 1982, the Minnesota Legislature created the Metropolitan Area Surface Water Management Act, which requires local units of government in the seven-county Metro Area to prepare and implement comprehensive surface water management plans through membership in a Watershed Management Organization (WMO). The act provides three options to organize WMOs:

- As a joint powers agreement between the cities and townships within the watershed;
- As a watershed district (a special unit of local government operating under [Minnesota Statutes Chapter 103B](#), and concurrently operating under [Minnesota Statutes Chapter 103D](#));
- As a function of county government, usually administered by the county planning department.

Obviously, the LMRWD pre-dates the Metropolitan Area Surface Water Management Act, as do many other Metro-area and WMOs organized as joint powers organizations and county government organizations like the Carver County WMO and the Scott County WMO.

The Board should affirm its decision to not join MN Watersheds or if it determines to rejoin, make such a motion.

#### Attachments

Information packet from MN Watershed

#### Recommended Action

No action recommended



# MINNESOTA WATERSHEDS

Connecting People. Protecting Water.

## MEMORANDUM

DATE: October 29, 2024  
 TO: Watershed District and Watershed Management Organization Administrators  
 FROM: Jan Voit, Executive Director  
 CC: Minnesota Watersheds Board of Directors  
 Angie Obremski, Accountant  
 RE: 2025 Membership Invitation

As a non-profit organization that serves local governments, both rural and urban, that focus on water management on watershed boundaries, Minnesota Watersheds is a membership-driven organization. We would greatly appreciate your membership in our organization.

Member services include regular communication regarding Minnesota Watersheds activities, as well as education and training opportunities at workshops, our legislative event, our summer tour, and our annual conference and trade show. We also provide lobbying services and are working with the Lockridge Grindal Nauen lobbying firm for the 2025 legislative session and beyond.

Please find attached a 2025 membership dues invoice and a spreadsheet that shows the amount due from each watershed district or watershed management organization in 2024. **The dues formula remains the same as in 2024.** Our bylaws state that the dues payable date is January 31 each year.

### 2023 MEMBERSHIP DUES

Dues Calculation = Estimated Market Value (EMV) x 0.00048 x 0.005, not to exceed cap

103D rural member	Cap = \$5,000
103D rural member with additional tax revenue options	Cap = \$7,500
103B metro WD member (EMV ≤ \$10B)	Cap = \$7,500
103B metro WD member (EMV ≥ \$10B)	Cap = \$12,500

**Minnesota Watersheds  
 c/o Obremski Ltd.  
 1005 Mainstreet  
 Hopkins, MN 55343**

***PLEASE SEND PAYMENT DIRECTLY TO OUR ACCOUNTANT.***

We cannot be successful without our members. We would greatly appreciate your support. If you have questions or concerns, please don't hesitate to contact me. I can be reached at 507-822-0921 or [jvoit@mnwatersheds.com](mailto:jvoit@mnwatersheds.com).

**We are stronger TOGETHER!**

Enclosures:

- Dues invoice
- Member Services
- 2025 dues spreadsheet
- BWSR memo dated July 24, 2024 re: 2024 Estimated Market Values

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

VICE PRESIDENT  
 Peter Fjestad (Region 1)  
 Buffalo Red River WD  
[pfjestad@prtel.com](mailto:pfjestad@prtel.com)  
 218-731-4630 | Term 2025

SECRETARY  
 Wanda Holker (Region 2)  
 Upper Minnesota WD  
[ewholker@fedtel.net](mailto:ewholker@fedtel.net)  
 320-760-6093 | Term 2024

TREASURER  
 David Ziegler (Region 3)  
 Riley-Purgatory-Bluff Creek WD  
[david\\_ziegler@outlook.com](mailto:david_ziegler@outlook.com)  
 952-905-1889 | Term 2025

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

Jeff Gertgen (Region 2)  
 Middle Fork Crow River WD  
[jlgaisson@gmail.com](mailto:jlgaisson@gmail.com)  
 608-370-3934 | Term 2023

Brad Kramer (Region 2)  
 Shell Rock River WD  
[brad@provenioconsulting.com](mailto:brad@provenioconsulting.com)  
 507-369-6050 | Term 2025

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

Don Pereira (Region 3)  
 Valley Branch WD  
[dpereira@vbwd.org](mailto:dpereira@vbwd.org)  
 651-968-9788 | Term 2023

Jan Voit  
 Executive Director  
[jvoit@mnwatersheds.com](mailto:jvoit@mnwatersheds.com)  
 507-822-0921





# INVOICE

Minnesota Watersheds  
1005 Mainstreet  
Hopkins, MN 55343  
507-822-0921  
jvoit@mnwatersheds.com

Invoice No : 100  
Date : 10/29/2024

Name  
Lower Minnesota Watershed

2025	Minnesota Watersheds	Dues	Line Total
Amount due			\$ 12,500.00



Subtotal	\$ 12,500.00
<b>TOTAL</b>	<b>\$ 12,500.00</b>

Make all checks payable to Minnesota Watersheds.

THANK YOU FOR YOUR BUSINESS!

# Member Services



**MINNESOTA  
WATERSHEDS**  
*Connecting People. Protecting Water.*

## What is Minnesota Watersheds?

**Minnesota Watersheds** is a 501c(4) non-profit and membership based organization serving local governments that manage water on watershed boundaries rather than political boundaries. Members benefit from having an organization that **supports and advocates for leaders in watershed management** and works diligently to maximize the availability of tools and resources to **establish excellence and innovation** in member organizations.

### Fortify the infrastructure to ensure reliable delivery of services



We maintain regular communication with our members to ensure they are informed of the latest watershed news including trainings they may find useful, changes to legislation that may impact them, and information to help them stay in compliance with governmental regulations and laws. **Strategic Plan efforts:** continued commitment to communication through newsletters and distributing meeting information, maintaining an up-to-date website, and consistently engaging committees.

### Serve as a liaison to collaborate with statewide agencies and associations



We continue to maximize relationships with state agencies and associations as the best way to advance initiatives, especially with the legislature. **Strategic Plan efforts:** met regularly with Board of Water and Soil Resources and Minnesota Association of Watershed Administrators leadership and attended meetings with Local Government Water Roundtable staff.

### Ensure strong legislative policies are in place for watershed management



Members drive the organization's policies through an annual resolutions process. From these resolutions, our Board of Directors sets each year's priorities. Our lobbyist works to influence political decisions on our behalf. **Strategic Plan efforts:** developed a legislative platform, secured legislative modernization of M.S. Chapter 103D, and hired a new lobbying team.

### Enhance the skills of watershed district and watershed management organization boards



Every year, we provide members with opportunities to learn from other members and industry experts at our events. Training topics include watershed planning, permitting, flood control, education and outreach programs, innovative technologies, public relations, data collection and analysis, aquatic invasive species, drainage, governance, and leadership. **Strategic Plan efforts:** maintain our watershed handbook and provide training at events.

### Build a watershed community that supports one another



The Board of Directors appreciates your watershed's support through attendance at the Legislative Day at the Capitol, Summer Tour, and Annual Conference. We value the opportunity to work with board members and staff at these events. We welcome your involvement in the Board of Directors and on our committees. This is **YOUR** organization. We look forward to serving you in the coming year. **Strategic Plan efforts:** share member services information and increase interaction with member organizations.

Coming together is a **beginning**; keeping together is **progress**; working together is **SUCCESS**.

- Henry Ford

# Member Services



**MINNESOTA  
WATERSHEDS**

*Connecting People. Protecting Water.*



## Our Members

Region I		
Bois de Sioux	Buffalo-Red River	Cormorant Lakes
Joe River	Middle-Snake-Tamarac Rivers	Pelican River
Red Lake	Roseau River	Sand Hill River
Two Rivers	Warroad	Wild Rice
Region II		
Buffalo Creek	Cedar River	Clearwater River
Crooked Creek	Heron Lake	High Island Creek
Kanaranzi-Little Rock	Lac qui Parle-Yellow Bank	Middle Fork Crow River
North Fork Crow River	Okabena-Ocheda	Shell Rock River
Turtle Creek	Upper Minnesota River	Yellow Medicine River
Region III		
Bassett Creek WMC	Brown's Creek	Capitol Region
Carnelian Marine St. Croix	Comfort Lake-Forest Lake	Coon Creek
Minnehaha Creek	Mississippi WMO	Nine Mile Creek
Prior Lake Spring Lake	Ramsey-Washington Metro	Rice Creek
Riley-Purgatory-Bluff Creek	South Washington	Vadnais Lake Area WMO
Valley Branch		

**Minnesota Watersheds offers opportunities to increase watershed management skills, build relationships, and develop partnerships with like-minded groups and organizations.**

## 2025 Minnesota Watersheds Membership Dues

WATERSHED DISTRICT	2024 Estimated Market Values (EMV)	.048% EMV	x 0.005	2025 Dues
LOWER MINNESOTA RIVER	15,305,048,900	7,346,423	36,732	12,500
RILEY-PURGATORY-BLUFF CREEK	20,710,259,500	9,940,925	49,705	12,500
SOUTH WASHINGTON	21,029,559,100	10,094,188	50,471	12,500
RAMSEY-WASHINGTON METRO	23,891,815,500	11,468,071	57,340	12,500
COON CREEK	24,424,365,800	11,723,696	58,618	12,500
NINE MILE CREEK	27,882,559,300	13,383,628	66,918	12,500
CAPITOL REGION	30,814,875,600	14,791,140	73,956	12,500
RICE CREEK	34,854,778,600	16,730,294	83,651	12,500
MINNEHAHA CREEK	76,039,742,300	36,499,076	182,495	12,500
CARNELIAN MARINE ST. CROIX	2,584,685,300	1,240,649	6,203	6,203
BROWN'S CREEK	3,004,131,300	1,441,983	7,210	7,210
COMFORT LAKE - FOREST LAKE	3,214,087,500	1,542,762	7,714	7,500
PRIOR LAKE - SPRING LAKE	6,345,112,700	3,045,654	15,228	7,500
VALLEY BRANCH	8,158,601,700	3,916,129	19,581	7,500
JOE RIVER	282,902,600	135,793	679	679
ROSEAU RIVER	1,186,753,200	569,642	2,848	2,848
THE TWO RIVERS	2,135,949,900	1,025,256	5,126	5,126
SHELL ROCK RIVER	2,941,346,200	1,411,846	7,059	7,059
MIDDLE SNAKE TAMARAC RIVERS	3,886,126,100	1,865,341	9,327	7,500
WILD RICE	5,656,472,500	2,715,107	13,576	7,500
BOIS DE SIOUX	5,741,851,600	2,756,089	13,780	7,500
RED LAKE	11,749,264,400	5,639,647	28,198	7,500
SAUK RIVER	12,683,604,400	6,088,130	30,441	7,500
BEAR VALLEY	311,473,200	149,507	748	748
CROOKED CREEK	515,086,800	247,242	1,236	1,236
BELLE CREEK	542,064,100	260,191	1,301	1,301
WARROAD	616,404,100	295,874	1,479	1,479
STOCKTON-ROLLINGSTONE WS	719,615,200	345,415	1,727	1,727
CORMORANT LAKES	987,758,700	474,124	2,371	2,371
OKABENA-OCHEDEA	1,476,416,800	708,680	3,543	3,543
SAND HILL RIVER	1,613,634,300	774,544	3,873	3,873
TURTLE CREEK	1,785,764,200	857,167	4,286	4,286
HIGH ISLAND	1,863,578,300	894,518	4,473	4,473
UPPER MINNESOTA RIVER	1,889,315,500	906,871	4,534	4,534
NORTH FORK CROW RIVER	2,187,673,000	1,050,083	5,250	5,000
MIDDLE FORK CROW RIVER	2,681,271,500	1,287,010	6,435	5,000
CLEARWATER RIVER	2,684,990,500	1,288,795	6,444	5,000
KANARANZI-LITTLE ROCK	2,697,762,200	1,294,926	6,475	5,000
PELICAN RIVER	3,411,723,800	1,637,627	8,188	5,000
BUFFALO CREEK	3,677,321,700	1,765,114	8,826	5,000
HERON LAKE	3,817,492,200	1,832,396	9,162	5,000
YELLOW MEDICINE RIVER	3,978,668,000	1,909,761	9,549	5,000
LAC QUI PARLE-YELLOW BANK	4,193,572,200	2,012,915	10,065	5,000
CEDAR RIVER	4,728,314,400	2,269,591	11,348	5,000
BUFFALO-RED RIVER	12,253,917,100	5,881,880	29,409	5,000
<b>Watershed Management Organizations (WMOs)</b>				
Bassett Creek WMC	14,409,438,000	6,916,530	34,583	7,500
Mississippi WMO	34,094,634,023	16,365,424	81,827	7,500
Vadnais Lakes Area WMO	5,568,461,800	2,672,862	13,364	7,500
New WMO members - 1st year \$500	0	0	0	0
<b>TOTALS</b>	<b>457,230,245,623</b>	<b>219,470,518</b>	<b>1,097,353</b>	<b>308,697</b>

**Notes:**

Dues Calculation = Estimated Market Values x 0.00048 x 0.005, not to exceed cap  
 For Greater MN; x 0.00096 x 0.005, not to exceed cap

103B metro WD member (EMV≥\$10B): Cap = \$12,500
103B metro WD member (EMV≤\$10B): Cap = \$7,500
103D rural member with additional tax revenue options: Cap = \$7,500
103D rural member: Cap = \$5,000
WMO dues remain unchanged from the 2024 rate



Source of 2024 WD Estimated Market Values: See included BWSR Memorandum, July 24, 2024  
 Source of 2024 WMO Estimated Market Values - same values used for 2021 dues calculation  
 For more information, contact Jan Voit at 507-822-0921 or jvoit@mnwatersheds.com

## Memo

**Date:** July 24, 2024

**To:** Watershed District Administrators and Managers

**From:** Melissa King, Tribal Liaison

**Cc:** Jan Voit, Minnesota Watersheds  
Rob Sip, Red River Watershed Management Board  
BWSR: John Jaschke, Andrea Fish, Justin Hanson, Dave Weirens, Amie Wunderlich, Regional Operations Staff

### **RE: 2024 Estimated Taxable Market Values for Watershed Districts**

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Please find attached a table containing the recently released total estimate market values for 2024 from the Minnesota Department of Revenue.

Session law changes enacted during the 2023 regular session effected the calculation of and increased the annual maximum general fund tax levy for a watershed district ([Minn. Stat. § 103D.905, Subd. 3](#)). The session law changes are effective beginning with the 2024 assessment year and thereafter. To calculate the annual maximum general fund tax levy for a particular watershed district:

- Multiply the estimated market value listed in the enclosed table for the watershed district by 0.096 percent (0.00096)
- Compare that calculated value to the maximum general fund levy limit of \$500,000
- Use whichever value is less

Please contact me at [melissa.king@state.mn.us](mailto:melissa.king@state.mn.us) or 651.350.8845 with any questions.

Attachment: Taxes Payable 2024 Estimated & Taxable Market Values for Watershed Districts in Minnesota

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**TAXES PAYABLE 2024****ESTIMATED & TAXABLE MARKET VALUES (EMV) FOR WATERSHEDS DISTRICTS IN MINNESOTA**

<b>Watershed Code</b>	<b>Watershed Name</b>	<b>Total EMV</b>
001	Bear Valley Watershed District	\$ 311,473,200
002	Cedar River Watershed District	\$ 4,728,314,400
003	Belle Creek Watershed District	\$ 542,064,100
005	Buffalo Creek Watershed District	\$ 3,677,321,700
007	Buffalo-Red River Watershed District	\$ 12,253,917,100
008	North Fork Crow River Watershed District	\$ 2,187,673,000
009	Clearwater River Watershed District	\$ 2,684,990,500
010	Carnelian-Marine-St. Croix Watershed District	\$ 2,584,685,300
013	Coon Creek Watershed District	\$ 24,424,365,800
014	South Washington Watershed District	\$ 21,029,559,100
015	Cormorant Lakes Watershed District	\$ 987,758,700
016	Crooked Creek Watershed District	\$ 515,086,800
018	High Island Watershed District	\$ 1,863,578,300
020	Joe River Watershed District	\$ 282,902,600
021	Kanaranzi-Little Rock Watershed District	\$ 2,697,762,200
022	Lac qui Parle-Yellow Bank Watershed District	\$ 4,193,572,200
024	Heron Lake Watershed District	\$ 3,817,492,200
026	Middle-Snake-Tamarac Rivers Watershed District	\$ 3,886,126,100
028	Okabena-Ocheda Watershed District	\$ 1,476,416,800
030	Pelican River Watershed District	\$ 3,411,723,800
031	Bois De Sioux Watershed District	\$ 5,741,851,600
032	Prior Lake-Spring Lake Watershed District	\$ 6,345,112,700
034	Ramsey-Washington Metropolitan Watershed District	\$ 23,891,815,500
036	Red Lake Watershed District	\$ 11,749,264,400
038	Rice Creek Watershed District	\$ 34,854,778,600
040	Roseau River Watershed District	\$ 1,186,753,200
042	Sand Hill Watershed District	\$ 1,613,634,300
043	Sauk River Watershed District	\$ 12,683,604,400
044	Stockton-Rollingstone-Minnesota City Watershed District	\$ 719,615,200
048	Turtle Creek Watershed District	\$ 1,785,764,200
050	The Two Rivers Watershed District	\$ 2,135,949,900
052	Upper Minnesota River Watershed District	\$ 1,889,315,500
054	Valley Branch Watershed District	\$ 8,158,601,700
056	Warroad Watershed District	\$ 616,404,100
058	Nine Mile Creek Watershed District	\$ 27,882,559,300
060	Lower Minnesota River Watershed District	\$ 15,305,048,900
062	Minnehaha Creek Watershed District	\$ 76,039,742,300
064	Riley-Purgatory-Bluff Creek Watershed District	\$ 20,710,259,500
066	Wild Rice Watershed District	\$ 5,656,472,500
068	Yellow Medicine River Watershed District	\$ 3,978,668,000
069	Browns Creek Watershed District	\$ 3,004,131,300
070	Capitol Region Watershed District	\$ 30,814,875,600
071	Comfort Lake-Forest Lake Watershed District	\$ 3,214,087,500
073	Shell Rock River Watershed District	\$ 2,941,346,200
074	Middle Fork-Crow River Watershed District	\$ 2,681,271,500

SOURCE: Minnesota Department of Revenue 2024 PRISM SUBMISSION #3 - FINAL ASSESSMENT AND TAXATION





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### Agenda Item

#### Item 9. A. - Update on realignment of representation of Managers

#### Prepared By

Linda Loomis, Administrator

#### Summary

At the August 21, 2024, Board of Managers meeting, the Board asked that staff research the process for adding an additional manager to the Board. There are several options that can be considered. The first is to have Scott County petition the Board of Soil & Water Resources (BWSR) to redistribute the Managers. MN Statute §103D.301 states; “After ten years from the establishment of the watershed district, the county board of commissioners of a county affected by the watershed district may petition the board to redistribute the managers.” Since the taxable market value of properties in Scott County have surpassed those in Hennepin County, the area of Scott that lies within the LMRWD is larger than that of Hennepin and the portion of Scott County has more population than Hennepin County, a case could be made that the managers should be redistributed.

In 2010, Scott County filed a petition (attached) with BWSR to redistribute the managers, by asking that Scott County be represented by two managers. No increase in the number of managers was requested. A hearing was scheduled and notice of the hearing was given; however, Scott County withdrew its petition in January 2011, before the hearing.

The second option would be to increase the number of managers. Minnesota Statutes §103D.305, allows for increasing the number of managers. To begin this process a petition must be filed with the BWSR Board. According to Statute, a petition can be filed by “one or more of the following groups:

- (1) one-half or more of the counties within the watershed district;
- (2) counties with 50 percent or more of the area within the watershed district;
- (3) a majority or greater number of the cities within the watershed district;
- (4) 50 or more resident owners residing in the watershed district, excluding resident owners within the corporate limits of a city if the city has signed the petition; or
- (5) the managers of the watershed district.”

Both options were shared with Scott County Commissioner Brennan, who referred the information to County Administrator Lezlie Vermillion. On October 29, 2024, I was invited to discuss this with Ms.

Item 9. A. – Update on realignment of representation of Managers

Executive Summary

November 6, 2024

Page 2

Vermillion, Commissioner Brennan and Brad Davis, Scott County planning and resource management director.

Ms. Vermillion, rather than discuss redistribution or increasing the number of managers, bought up the option of terminating the LMRWD. We discussed what should be considered if the Counties made a request that the LMRWD be terminated. Scott County seemed to be willing to take over as the local sponsor for maintenance of the 9-foot Navigation Channel.

Ms. Vermillion plans to bring the topic before the County Board of Commissioners.

**Attachments**

Scott County Petition for Redistribution of Manager Positions – Lower Minnesota River Watershed District dated, October 5, 2010

**Recommended Action**

No action recommended



## SCOTT COUNTY BOARD OF COMMISSIONERS

GOVERNMENT CENTER • 200 FOURTH AVENUE WEST • SHAKOPEE, MN 55379-1220  
(952) 496-8100 • Fax: (952) 496-8180 • www.co.scott.mn.us

JOSEPH WAGNER, DISTRICT 1  
TOM WOLF, DISTRICT 2  
JERRY HENNEN, DISTRICT 3  
BARBARA MARSCHALL, DISTRICT 4  
JON ULRICH, DISTRICT 5  
October 5, 2010

**RECEIVED**

OCT 12 2010

Bd. of Water & Soil Resources  
St. Paul

Mr. John Jaschke, Director  
Board of Water and Soil Resources  
520 Lafayette Road North  
St. Paul, MN 55155

Re: Petition for Redistribution of Manager Positions – Lower Minnesota River Watershed District

Dear Mr. Jaschke:

Scott County hereby petitions the Board of Water and Soil Resources for the redistribution of Manager positions comprising the Board of the Lower Minnesota River Watershed District as provided for under Minnesota Statute 103D.301. Specifically the Scott County Board requests a change from the current appointment distribution of one Manager from Scott County to two.

Our reasons for this petition are:

1. The LMRWD has been in existence for 50 years with Hennepin County having two positions over most if not all of this period,
2. Scott County portion of the LMRWD levy is nearly the same as the Hennepin County portion (38.7% versus 44.9%),
3. Most of the businesses benefiting from maintenance of the 9-foot shipping channel are located in Scott County.

For these reasons the Scott County Board believes it is now time for Scott County residents to receive greater representation. This action was considered and approved by the Scott County Board of Commissioners October 5, 2010.

Sincerely:

Barbara Marschall  
Chair Scott County Board of Commissioners

Cc: Scott County Commissioners  
Gary Shelton, Scott County Administrator



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### **Agenda Item**

#### **Item 9. B. – Study Area #3**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

106 Group has finished the field work and is preparing the report. Once we have the report it will be shared with the US Army Corps of Engineers. Hopefully, the USACE will issue a permit for the work.

Survey work will begin November 4<sup>th</sup>. Rinke Noonan is working to get a signature from Lakefront Properties (the owner of record) on the application for the subdivision of the parcel, so that it can be replatted. Once we have the signature and the survey, the city will be able to subdivide the property, replat and rezone the parcel now owned by the LMRWD.

Once the LMRWD receives a permit from the USACE, and has the property replatted and rezoned, the project can be bid.

#### **Attachments**

No attachments

#### **Recommended Action**

No action recommended



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, November 6, 2024

### **Agenda Item**

#### **Item 9. C. – State of the Minnesota River Listening Session**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

Staff continues to prepare for this session. Save the Date notices and Invitations to testify have been sent. Young Environmental is preparing a kit for Managers to use when inviting municipal, county and other officials to attend and testify. The LMRWD will host a Q & A session on November 11<sup>th</sup> to gauge interest, address any questions, and generate enthusiasm for the event.

We are scheduling a time to tour the USFWS Headquarters Auditorium to assess facilities and what may be needed logistically to share the event and allow participation virtually.

#### **Attachments**

No attachments

#### **Recommended Action**

No action recommended