

ADMINISTRATOR AGREEMENT

This AGREEMENT is made as of this 1 day of May 2025, by and between the Lower Minnesota River Watershed District, a Minnesota Watershed District established in accordance with the Minnesota Watershed Act ("LMRWD") and Naiad Consulting, LLC ("Contractor").

1. SCOPE OF SERVICES. Contractor shall act as a transitional support contractor for the term of this Agreement, as defined in Paragraph 3.1, by developing a work plan consistent with the requirements set forth in **Attachment A** (collectively, the "Services").
 - 1.1. Contractor shall provide timely updates on the progress of the Services to LMRWD through the LMRWD Administrator, Evergreen International Sustainability Solutions, LLC, c/o William Lytle, 711 1st Ave S. Buffalo, MN 55313.
 - 1.2. The Services may be expanded through written agreement between LMRWD and Contractor and attached as an addendum to this Agreement.

2. PERSONNEL.
 - 2.1. Contractor shall provide a knowledgeable and qualified person to fulfil the Services.

3. TERM AND TERMINATION.
 - 3.1. This Agreement shall remain in effect for a term of one (1) year from the date above, concluding on May 1, 2026, unless otherwise modified or extended by mutual agreement in writing.

4. COMPENSATION.
 - 4.1. LMRWD agrees to compensate Contractor upon the amounts reflected in **Attachment A**.
 - 4.1.1. Contractor shall bill LMRWD monthly for the percentage of each task completed, not to exceed the total amount reflected in **Attachment A** for each task.
 - 4.1.2. The LMRWD Administrator shall confirm if the percentage of each task reflected in Contractor's monthly billing is accurate.
 - 4.2. If the Services are expanded via an addendum, as contemplated in paragraph 1.2 of this Agreement, the addendum may include additional compensation in addition to the compensation in paragraph 4.1 of this Agreement.
 - 4.3. If mutually agreed upon in writing, LMRWD may compensate Contractor for items and tasks that exceed the scope of Services.

5. INSURANCE.
 - 5.1. Contractor shall maintain, at their sole expense, the following minimum insurance:
 - 5.1.1. General Liability: \$1,000,000 per occurrence / \$1,000,000 aggregate
 - 5.1.2. Professional Liability (E&O): \$1,000,000

- 5.2. Contractor shall provide evidence of insurance (certificates of insurance) to LMRWD upon execution and when requested. Contractor shall notify LMRWD in writing within 10 days of cancellation, non-renewal, or any material change in the policy.

6. TERMINATION. Either party may terminate this agreement upon written notice if the other party materially breaches any term of the agreement and does not remedy the breach within ten (10) business days of receiving written notice. In the event of termination, the Contractor will be compensated for all services performed to the satisfaction of the LMRWD up to the effective date of termination.

7. INDEPENDENT CONTRACTOR STATUS.
 - 7.1. Contractor is not an employee of LMRWD and shall receive no employee benefits.
 - 7.2. Contractor shall provide their own office space, equipment, and administrative support.
 - 7.3. LMRWD shall not be responsible for any and all negligent action.
 - 7.4. This is a non-exclusive agreement; Contractor may engage in other contracts.
 - 7.5. Contractor shall retain control over the manner and means by which the Services are performed and shall not be subject to the supervision or control of LMRWD as to the details of the work.
 - 7.6. Contractor shall be solely responsible for all taxes, withholdings, and other statutory, regulatory, or contractual obligations of any sort, including but not limited to income tax, self-employment tax, and unemployment insurance contributions.
 - 7.6.1. Prior to execution of this Agreement, Contractor shall provide a taxpayer identification number to LMRWD. If Contractor fails to provide the taxpayer ID number, LMRWD shall withhold 9.85% Minnesota income tax from Contractor's pay.
 - 7.7. LMRWD shall provide no training, tools, or equipment required to perform the Services under this Agreement.
 - 7.8. Contractor represents that it operates an independent business and is customarily engaged in providing similar services to other clients.
 - 7.9. Contractor shall be liable for all acts or omissions of any subcontractors or personnel it engages to assist with the Services.
 - 7.10. Contractor shall maintain all business registrations and licenses as required under applicable federal, state, or local laws.

8. DATA PRACTICES AND RECORDS.
 - 8.1. All work products, data, and records related to this Agreement shall be the exclusive property of LMRWD.
 - 8.2. Contractor shall comply with the Minnesota Government Data Practices Act and all other applicable data privacy laws.



- 8.3. Contractor shall notify LMRWD immediately upon receiving any public data requests.
- 8.4. Contractor may retain copies of deliverables for portfolio or recordkeeping purposes, provided no confidential or proprietary LMRWD data is disclosed or reused without written consent. Contractor shall not reuse project-specific content for other clients without LMRWD's written permission.
9. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal, state, and local laws, including those related to non-discrimination and labor practices.
10. CONFLICT OF INTEREST. Contractor agrees to disclose any actual or potential conflicts of interest to the Board and to comply with all applicable conflict-of-interest and ethics policies established by the LMRWD.
11. AUDIT. The LMRWD, State Auditor, or their representatives shall have the right to audit any books or records related to this Agreement during normal business hours.
12. SOLE AGREEMENT. This Agreement and any subsequent addenda shall be the sole written agreement between LMRWD and Contractor. This Agreement shall supersede any prior written or oral agreements between LMRWD and Contractor.
13. EFFECTIVE DATE. The effective date of this Agreement shall be May 1, 2025.
14. DISPUTE RESOLUTION. In the event of a dispute arising under this Agreement, the parties agree to first attempt to resolve the matter through informal discussion. If unresolved, the parties shall participate in non-binding mediation prior to initiating litigation.
15. AMENDMENTS. This Agreement may only be amended in writing, signed by both parties.
16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Minnesota. Jurisdiction and venue shall be in Carver County, Minnesota.
17. NO AGENCY. Contractor shall not act as an agent of LMRWD or bind LMRWD in any way unless explicitly authorized in writing.
18. NOTICES. All notices under this Agreement shall be in writing and sent via certified mail to:

To Contractor: Naiad Consulting, LLC, c/o Linda Loomis, 6677 Olson Highway, Golden Valley, MN 55427

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NAIAD CONSULTING, LLC

Lower Minnesota River Watershed District

By: Linda Leominas
Its: Owner/Principal
Date: June 1, 2025

By: Jane Byers
Its: President
Date: June 17, 2025

Scope of Work: Administrator Transition Support

Prepared for: LMRWD Board of Managers

Position: Transition and Advisory Services Performed by Naiad Consulting

Duration: 3 months with potential for extension

Timeframe: May 21st, 2025 – August 21st, 2025

Budget: Not to exceed \$50,000

I. Objectives

The primary objective of this transition engagement is to ensure a **comprehensive and seamless transfer of institutional knowledge**, contacts, procedures, and project status from the outgoing to the incoming District Administrator. This will support continued operational efficiency, regulatory compliance, and strategic momentum within LMRWD programs.

II. Tasks

Section 1: Orientation & Onboarding

Timeline: Present-May 31

Tasks: 1.1–1.2, 2.1–2.2

Deliverables: D1 – Onboarding Plan & Calendar, D2 – Record & Stakeholder Transfer

Description:

This section initiates the administrator transition with a structured onboarding process and foundational knowledge transfer. The outgoing administrator will guide the incoming administrator through the District's mission, key responsibilities, and current organizational structure. A calendar of meetings and key milestones will be created, along with orientation sessions tailored to the LMRWD's complex role in water resource governance. Deliverables include a formal onboarding schedule, transfer of all critical

digital and physical records, and a stakeholder directory with context notes. This ensures the incoming administrator is immediately equipped with institutional knowledge and relationship continuity.

Section 2: Current Projects & Operational Context

Timeline: Present-June 15

Tasks: 3.1–3.2, 4.1–4.2

Deliverables: D3 – Project & Contract Overview, D4 – Financial & Regulatory Calendar

Description:

The second phase provides the incoming administrator with a deep understanding of the District's ongoing projects, consultant relationships, and regulatory duties. The outgoing administrator will lead briefings on active initiatives such as bluff stabilization, creek restoration, and stormwater permitting, and walk through contract scopes and deliverables with legal and technical consultants. Parallel sessions will cover statutory obligations, permitting schedules, and the financial structure of the District's budget, including grants and partnerships. This section culminates in deliverables that map the LMRWD's project status and upcoming financial/regulatory requirements, giving the new administrator tools for proactive leadership.

Section 3: Internal Processes & Institutional Memory

Timeline: Present-June 30

Tasks: 5.1-5.2

Deliverables: D5 – Standard Operating Procedures Manual

Description:

In this section, the outgoing administrator documents the core internal operations of the LMRWD. Standard operating procedures for board meeting preparation, consultant coordination, permit management, digital recordkeeping, and interagency communication will be laid out. This ensures continuity in the day-to-day administration and provides the incoming administrator with a user-friendly guide to running the organization smoothly. The result is a guide, tailored to the LMRWD's processes, values, and timelines, enabling consistent, confident execution of key administrative duties.

ATTACHMENT A

Section 4: Strategic Handoff & Support

Timeline: Present-July 15

Tasks: 6.1–6.2, 7.1

Related Deliverables: D6 – Strategic Transition Memo, D7 – On-call Support Record

Description:

The final section moves from tactical operations to strategic foresight. The outgoing administrator will draft a forward-looking memo outlining key risks, opportunities, and recommended priorities for the next 1–5 years. Areas like operational efficiency (automation, fee schedules, and subcontracting) and stakeholder engagement strategies will be addressed. This period also includes a one-month period of availability for follow-up questions, ensuring the incoming administrator has confidence and support through their first Board meetings and major decision points. The combination of forward guidance and continued mentorship rounds out the transition with professionalism and resilience.

ATTACHMENT A

III. LMRWD Administrator Transition – Structured Tasks & Deliverables Timeline (May–August 2025)

Task ID	Task Description	Deliverable ID	Deliverable Description
Task 1	Kickoff & Onboarding Development	D1	Onboarding Plan & Calendar
1.1	Kickoff meeting with incoming administrator and Board Chair	D1.1	Draft onboarding schedule and initial goals
1.2	Refine onboarding based on roles, calendar alignment, and expectations	D1.2	Finalized orientation document and shared the schedule
Task 2	Transfer of Records and Stakeholder Info	D2	Digital/Physical Record Transfer, Account Access, & Stakeholder Directory
2.1	Organize and digitize critical files (permits, plans, contracts, board packets)	D2.1	Folder structure and archive in a shared drive
2.2	Prepare directory of key contacts with context and communication tips	D2.2	Key stakeholder directory (Board, consultants, LGUs, state partners)
Task 3	Briefings on Ongoing Programs and Agreements	D3	Project and Contract Overview Report
3.1	Brief on active projects and priority areas (e.g., bluff stabilization, Spring Creek, CWMP update)	D3.1	Written summary with status and timelines
3.2	Review existing consultant and vendor contracts; explain scopes and deliverables	D3.2	Annotated contracts register with key terms and renewal timelines
Task 4	Statutory & Financial Responsibilities Transfer	D4	Calendar of Obligations & Financial Overview

ATTACHMENT A

4.1	Review statutory requirements and recurring deliverables (e.g., audits, permits, annual report)	D4.1	Annual obligations calendar
4.2	Budget orientation: review funding sources, grants, and expenditure tracking	D4.2	Budget summary & grant status sheet
Task 5	Documenting Standard Operating Procedures (SOPs)	D5	SOP Manual
5.1	Outline monthly and yearly workflows for LMRWD administrative operations	D5.1	SOP outline draft
5.2	Detail procedures for seasonal procedures with BWSR, counties, permit processing, recordkeeping, audits, and consultant coordination	D5.2	Full SOP manual with attachments
Task 6	Transition Memo & Strategic Recommendations	D6	Final Transition Memo
6.1	Identify upcoming strategic opportunities and potential improvements	D6.1	Outline of short- and long-term priorities
6.2	Draft recommendations for operational efficiency (automation, staggered fees, subcontracting admin roles)	D6.2	Memo with transition reflections and process improvement recommendations
Task 7	On-call Support & Knowledge Reinforcement	D7	As-Needed Q&A and Support Availability

ATTACHMENT A

7.1	Maintain availability for 2–6 hour/week check-ins to answer questions or clarify items as needed	D7.1	Weekly availability log / email record (if required)
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IV. Format for Deliverables

Deliverable No.	Description	Format
D1	Onboarding plan and calendar with meeting agendas	PDF / Shared Doc
D2	Login info; Directory of key contacts with notes on roles and communication protocols	Excel / Google Sheet
D3	Project status report covering all current initiatives and outstanding tasks	Word / PDF
D4	Statutory & Financial Responsibilities Transfer	Resolution/login/introductions
D5	SOP manual or outline	Digital Templates
D6	Transition memo summarizing observations and recommendations for continuity and priorities	Memo (PDF)

ATTACHMENT A

D7	On-call deliverables will vary	TBD
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V. Budget for NAIAD 3 Month Workplan

A. Ongoing Administrative Tasks

Task	Estimated Hours (3 months)	Subtotal (\$)
Board & Committee Meetings	50	\$5,000
Financial Management & Reporting	25	\$2,500
Permitting & Regulatory Compliance	30	\$3,000
Project Coordination & Planning	20	\$2,000
Education & Outreach	10	\$1,000
General Administration	60	\$6,000
Travel & Site Visits	15	\$1,500
Stakeholder Engagement	20	\$2,000
Technology & Website Management	10	\$1,000
Policy & Legal Compliance	10	\$1,000
Subtotal	250 hours	\$25,000

B. One-Time Transition Deliverables

Deliverable	Estimated Hours	Subtotal (\$)
Onboarding plan and calendar with meeting agendas	10	\$1,000
Login info; Directory of key contacts	10	\$1,000
Project status report covering current initiatives	12	\$1,200
Statutory & Financial Responsibilities Transfer	12	\$1,200
SOP manual or outline	15	\$1,500
Transition memo summarizing recommendations	10	\$1,000
On-call deliverables (as needed)	10	\$1,000
Subtotal	79 hours	\$7,900

C. Program-Based Support

Program Area / Task	Estimated Hours	Subtotal (\$)
Vernon Avenue Dredge Project – Contract & Consultant Coordination	25	\$2,500
Vernon Avenue Dredge Project – Permit Tracking & Compliance	15	\$1,500
Vernon Avenue Dredge Project – Budget Management & Invoicing	15	\$1,500
Area 3 Bluff Stabilization – Meeting Coordination	15	\$1,500
Area 3 Bluff Stabilization – File & Record Management	10	\$1,000
Area 3 Bluff Stabilization – Project Financing	10	\$1,000

ATTACHMENT A

Area 3 Bluff Stabilization – Grant Management & Reporting	10	\$1,000
Spring Creek Project – Communication Support	10	\$1,000
Spring Creek Project – Consultant Oversight & Documentation	10	\$1,000
Subtotal	120 hours	\$12,000

D. Budget Summary Table

Category	Estimated Hours	Subtotal (\$)
Ongoing Administrative Tasks	230	\$25,000
One-Time Transition Deliverables	79	\$7,900
Program-Based Support	120	\$12,000
Contingency & Flex Tasks	50	\$5,000
Total	499	\$49,900

VI. Notes

- Budget assumes a gradual reduction in hours and responsibilities.
- Actual hours may vary depending on the new administrator's onboarding pace and the level of support requested.
- All deliverables will be shared with both the incoming administrator and the LMRWD Board of Managers.
- This scope may be adjusted at the discretion of the Board if additional support is deemed necessary.

LMRWD Permit Program Summary



Permit Number	Project Name	Owner	Status	Pre-Permit Meeting	Date Received	Date Considered Complete	Board Actions			Permit Issued	Permit Expiration Date
							Information Only	Conditional Approval	Approval		
2021-016*	Whispering Waters	Keyland Homes	Construction Complete		4/14/2021	6/4/2021		6/16/2021		7/13/2021	7/14/2026
2021-025	TH13/Dakota Ave Improvement	MnDOT	Construction Complete		6/11/2021	6/15/2021		2/16/2022		5/20/2022	5/20/2026
2021-030	Building Renovation Park Jeep	Park Chrysler Jeep	Construction Complete		7/9/2021	7/16/2021		9/15/2021		6/21/2022	8/15/2025
2022-005	Chaska West Creek Apt	Hickory Investments LLC	Construction Complete		2/8/2022	3/29/2023		4/19/2023		6/6/2023	6/6/2026
2022-007	Engineered Hillside	Topline Landscape	Construction Complete		2/15/2022	3/14/2022			4/20/2022	4/21/2022	9/20/2024
2022-010	Quarry Lake Trail and Ped Bridge	City of Shakopee	Construction Complete		2/24/2022	3/18/2022		4/20/2022		3/1/2023	3/1/2026
2022-016	ORF Relocation	SMSC	Active		4/20/2022	6/30/2023		7/19/2023		7/20/2023	7/20/2025
2022-019	I494 SP 2785-433	MnDOT	Active		4/21/2022	6/24/2022		7/20/2022		4/10/2023	4/10/2026
2022-022	Ace Rent A Car	Walser	Construction Complete		5/10/2022	11/3/2023			11/15/2023	11/16/2023	11/16/2025
2022-039	Former Knox Site	Beton LLC	Construction Complete		11/3/2022	12/19/2022		1/18/2023		6/6/2023	6/6/2026
2022-040	Burnsville Sanitary Landfill	Waste Management	Active		11/21/2022	2/15/2023		3/15/2023	8/16/2023	8/17/2023	8/17/2025
2022-042	3rd Street Bridge Replacement	City of Carver	Active		12/16/2022	2/2/2023		2/15/2023		5/22/2024	5/22/2026
2023-001	Lakota Lane After-the-Fact	Andrew Polski	Conditional Approval		1/10/2023	5/30/2024		6/20/2024			
2023-002*	Eagle Creek Bridge	City of Savage	Construction Complete		1/13/2023	4/19/2023		5/9/2023		7/14/2023	7/14/2026
2023-007	MN River Greenway Trail	Dakota County	Active		3/1/2023	3/15/2023		4/19/2023	11/6/2024	11/6/2023	5/20/2026
2023-008	Chaska Tech Center Amendment	Lariat Companies Inc.	Construction Complete		3/4/2023	4/11/2023		4/19/2023	7/19/2023	5/15/2023	7/21/2025
2023-009	AT&T Bloomington to Eureka Fiber	AT&T	Construction Complete		3/31/2023	5/19/2023		6/21/2023		6/26/2023	6/26/2026
2023-010	MN River Greenway RR Bridge	Dakota County	Active	4/5/2023	5/17/2024	9/10/2024		10/9/2024		3/17/2025	3/17/2026
2023-013	Merriam Junction Trail	Scott County	Active	4/5/2023	5/8/2023	5/31/2024		6/20/2024		11/5/2024	11/5/2025
2023-015	City of Bloomington Storm Sewer Maintenance	City of Bloomington	Construction Complete		5/24/2023	6/15/2023		7/19/2023		8/23/2023	8/23/2025
2023-017	MN Bluffs Regional Trail	City of Chaska	Active	6/14/2023	12/28/2023	2/26/2024		3/20/2024		11/6/2024	11/6/2025
2023-019	Dean Lake Wetland Fill	Ryan Klingenberg	Active		8/27/2023	9/10/2023		9/20/2023		10/4/2023	10/4/2025
2023-020	Tramore Heights Addition	Larry Hassler	Active	9/1/2023	8/21/2023	1/24/2024		2/21/2024	10/18/2023	10/20/2023	5/2/2026
2023-022	Safety and Security Center Phase II	MAC	Active		10/2/2023	4/3/2024		5/15/2024	5/15/2024	5/28/2024	5/28/2026

Permit Number	Project Name	Owner	Status	Pre-Permit Meeting	Date Received	Date Considered Complete	Board Actions			Permit Issued	Permit Expiration Date
							Information Only	Conditional Approval	Approval		
2023-023	Vernon Avenue Road Improvements	LMRWD	Conditional Approval		10/6/2023			11/15/2023			
2023-024*	Carmeuse Savage Marine Improvements	Carmeuse	Construction Complete		10/11/2023	12/1/2023		12/20/2023		7/8/2024	7/8/2026
2023-025	35W SP1987-140	MnDOT	Active	10/31/2023	1/24/2024	1/27/2025		2/19/2025		4/1/2025	4/1/2026
2023-026	CenterPoint Pipeline Abandonment	CenterPoint Energy	Construction Complete		1/5/2024	1/24/2024	1/20/2024	2/21/2024		5/29/2024	5/29/2026
2023-027	TH 41 ORF Intersection Reconstruction	SMSC	Active	11/6/2023	12/12/2023	5/13/2024	1/17/2024	6/20/2024		6/20/2024	6/20/2026
2023-029	Tarnhill Pond	City of Bloomington	Construction Complete		11/15/2023	11/22/2023		12/20/2023		12/27/2023	12/27/2025
2024-002	MnDOT Pond Maintenance	MnDOT	Active		3/20/2024	4/26/2024		5/15/2024		11/18/2024	11/18/2025
2024-004	35W Early Release	MnDOT	Active		2/20/2024	4/3/2024		4/17/2024		10/3/2024	10/3/2025
2024-006	T2 North Expansion	MAC	Active		2/28/2024	6/4/2024		8/21/2024		8/22/2024	8/22/2025
2024-009	FWTEC	Minneapolis Parks & Recreation	Active		3/28/2024	6/21/2024		7/17/2024		7/25/2024	7/24/2025
2024-010	Lyndale Road	City of Bloomington	Active		3/29/2024	5/28/2024		6/20/2024		8/27/2024	8/27/2025
2024-012	Concourse G Infill Pods Phase 2	MAC	Active		5/29/2024	9/3/2024		9/18/2024		3/12/2025	3/20/2026
2024-013	MnDNR Trail 1B	MnDNR	Upcoming								
2024-014	LTS MSP Lateral 2	LTS Telecommunications	Active		6/3/2024	10/31/2024			12/11/2024	12/12/2024	12/12/2025
2024-016	Flying Cloud Airport	Metropolitan Airports	Construction Complete	7/11/2024	7/23/2024	8/2/2024		8/21/2024		9/26/2024	9/26/2025
2024-018	CPE Xenwood and 125th St.	CenterPoint Energy	Construction Complete		8/23/2024	9/11/2024		10/9/2024		10/10/2024	10/10/2025
2024-020	Ike's Creek Restoration	USFWS	Active		11/21/2024	1/12/2025		2/19/2025		4/9/2025	4/9/2026
2024-021	Metro Pond Maintenance Group A2	MnDOT	Conditional Approval		12/11/2024	3/5/2025		4/16/2025			
2024-022	Dell Road Reconstruction	City of Eden Prairie	Conditional Approval		12/27/2024	2/11/2025		3/19/2025			
2025-001	Eagle Creek Restoration	MnDNR	Upcoming	1/24/2025							
2025-002	MCES Kennaley's Creek Trout Stream Restoration	MCES	Upcoming	2/27/2025							
2025-003	MAC Ponds 3 and 4	MAC	Under Review	2/27/2025	4/23/2025						
2025-004	BIG Bandwidth IG Hwy 77	BIG Bandwidth IG, LLC	Under Review		5/15/2025						
2025-005	Blue Lake WWTP Outfall Bank Stabilization	Metropolitan Council	Upcoming	4/21/2025	4/7/2025						

Permit Number	Project Name	Owner	Status	Pre-Permit Meeting	Date Received	Date Considered Complete	Board Actions			Permit Issued	Permit Expiration Date
							Information Only	Conditional Approval	Approval		

**Staff recommendation only, has not yet been presented to the Board for action*

STATUS DEFINITIONS:

Active Permit: Applicant has a valid permit issued by LMRWD

Conditional Approval: LMRWD managers conditionally approved the permit application, pending receipt of additional information from applicant

Expired: Applicant either obtained conditional approval, approval, and/or was issued a permit and the expiration date has passed

Under Review: Permit application is complete and under review by LMRWD staff

Construction Complete: project construction is complete but permit is not closed

Upcoming: Applicant has requested pre-permit application reviews or meetings, but has not yet applied for a permit from LMRWD

Open Meeting Law Update – Hybrid Meeting Flexibility

The 2025 Minnesota State Legislature passed **SF3045**, the *Omnibus State and Local Government and Elections Policy and Appropriations Bill*. This bill was signed into law and includes a number of updates to Minnesota’s Open Meeting Law, codified in Chapter 13D.

Article 6 of the bill introduces key changes to local government meeting procedures. Most notably, it expands the permissible use of hybrid and remote meetings by allowing:

- Greater flexibility in where and how members participate remotely
- Fewer publishing requirements for physical remote locations
- Streamlined quorum and accessibility rules for committees and subunits of government bodies

These changes will go into effect on August 1st, 2025. They will make it more feasible for the LMRWD and its standing committees to hold virtual and hybrid meetings—especially when coordinating geographically dispersed participants or reducing travel burden for evening work sessions. We will continue to monitor guidance from the League of Minnesota Cities and legal counsel to ensure our practices remain compliant while leveraging this increased flexibility.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 18, 2025

Agenda Item

Item 9. A. – Vernon Avenue Update

Prepared By

Linda Loomis, Administrator

Summary

All shouldering, grading, and restoration has been completed, and the project has reached substantial completion. There are a few minor punch list items that require the contractor's attention, and LMRWD consultants will work with GMH to get them addressed in a timely manner.

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, June 18, 2025

Agenda Item

Item 7. K. – Bloomington Neighbors Nurturing Nature Cost Share Extension

Prepared By

Linda Loomis, Administrator

Summary

In 2023, the LMRWD Board of Managers awarded a grant to Bloomington Neighbors Nurturing Nature (BNNN) to support the restoration of shoreline habitat around the stormwater pond at Olson Elementary School in Bloomington, MN. The grant was originally set to expire on July 30, 2025. Mr. Dan Niziolek, representing BNNN, has requested a 12-month extension of the grant's expiration date.

As BNNN continues its habitat restoration efforts, the organization has engaged the City of Bloomington to pursue additional improvements to the stormwater pond. In response, the City has committed to repairing and stabilizing the pond inlet and is also considering dredging the pond. A letter from the City outlining these plans is attached for the Board's review.

BNNN has submitted an application for a *Good Steward Grant* from Hennepin County to support this project. A decision from the County Board is anticipated in July.

In July 2024, BNNN received a reimbursement of \$3,137.97 for work completed up to that date.

Attachments

- Request from Bloomington Neighbors Nurturing Nature for grant extension
- Email message from the City of Bloomington regarding pond improvements
- BNNN Cost Share Application
- Excerpts from April 2023 and June 2023 LMRWD meeting minutes approving Cost Share Application from Bloomington Neighbors Nurturing Nature
- Cost Share Agreement between Bloomington Neighbors Nurturing Nature and LMRWD
- 2024 Request for Reimbursement from Bloomington Neighbors Nurturing Nature and Receipts
- 2025 Good Steward Grant Application

Recommended Action

Motion authorize 12-month extension of Cost Share Grant to Bloomington Neighbors Nurturing Nature



Linda Loomis <naiadconsulting@gmail.com>

Olson Schools Nature Area Project Update...

Dan Niziolek <bloomingtonnnn@gmail.com>
To: Linda Loomis <naiadconsulting@gmail.com>

Wed, Jun 4, 2025 at 7:47 PM

Linda,

I hope all is going well.

I wanted to provide an update and see if LMRWD would consider a 6 to 12 month extension of our grant.

The project is progressing well. Last year's plantings are looking strong, and the newly seeded areas are waking up. Buckthorn/honeysuckle are largely eliminated, many dead ash and overly prolific trees are removed, and existing native vegetation is rejuvenating. Let me know if you and/or the Board would ever want a tour.

The reason for the extension is a potential Hennepin County Grant opportunity (which we would like to use the LMRWD grant as a match) that we should hear about very soon. The grant request of approximately \$22,000 would provide funding to do more extensive shoreline restoration, including the hiring of a contract (e.g. MNL). We are open to a 6 month or 12 month extension (based on needing the contract with the county signed (should we get the grant) before we could spend the match funds).

Please let us know.

If you are not able to grant an extension, we would move to complete the work indicated in our grant prior to July 30, 2025, as currently required in the grant agreement. And then we would search out other match funds, with no guarantee.

Thank you for your consideration.

Dan

Bloomington Neighbors Nurturing Nature



Linda Loomis <naiadconsulting@gmail.com>

Fwd: City of Bloomington -Olson Pond Project Inquiry

Dan Niziolek <bloomingtonnnn@gmail.com>
To: Linda Loomis <naiadconsulting@gmail.com>

Tue, Jun 17, 2025 at 8:40 PM

Previously mentioned email.

----- Forwarded message -----

From: **Distel, Jack** <jdistel@bloomingtonmn.gov>
Date: Tue, Jun 17, 2025 at 10:15 AM
Subject: City of Bloomington -Olson Pond Project Inquiry
To: Dan Niziolek <bloomingtonnnn@gmail.com>
Cc: Gruidl, Bryan <bgruidl@bloomingtonmn.gov>, Weis, Rena <rweis@bloomingtonmn.gov>

Hi Dan,

We have conducted a series of inspections at Olson Pond and have discussed project opportunities at this site with the team. We agree that there is improvement work that can be completed at Olson. We plan to add this location to our pond maintenance list. However, due to our already scheduled projects and the need to do more project scoping and design, we are putting our tentative schedule is to work on Olson Pond sometime in 2027 – it will either be a summer or winter project depending on the finalized project scope.

Review of historical aerial imagery indicates that the western half of Olson Pond has undergone substantial sediment deposition, seemingly beginning in the early 2000s and tapering off in recent years. The exact source of this sediment is unclear. We are going to assess whether it makes sense to conduct sediment excavation at this site. During our site inspection we found that the inlet of Olson Pond is currently missing a flared end section and lacks riprap reinforcement. This will be rectified in a future project. An option for a forebay of some sort will be assessed. For it to be effective it needs to be thoughtfully designed and appropriately protected/constructed based on the type of flow conditions we expect the forebay to see and to ensure it is maintainable. We are also reviewing options for additional improvements, such as dynamic water level control, upstream stormsewer sediment traps, and increased upstream storm sewer capacity. The feasibility and cost-benefit of any of these options still needs to be assessed.

We encourage you to proceed with your ecosystem enhancement project. However, we recommend avoiding major or costly plantings near the pipes, as these areas are likely to be disturbed the most by future construction. It should still be beneficial to continue efforts to control weedy and invasive species in these zones, which will help support the site's recovery following any future work. We will account for the current restoration in our planning efforts and will try and mitigate any unnecessary, future impacts.

We will be sure to coordinate with you as more details are figured out. We anticipate that we will start making progress refining our options this coming winter, our usual time of year for project scoping. Thanks again for reaching out, helping identify opportunities for stormwater improvements, and for your great work out there.

Cordially,



Jack Distel Water Resources Specialist, Engineering

(he/him)

PH: 952-563-8748 **EMAIL:** jdistel@bloomingtonmn.gov

[1800 West Old Shakopee Road, Bloomington, MN 55431](#)

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PAYEE:

NAME Bloomington Neighbors Nurturing Nature
 ADDRESS 10125 Drew Avenue South
 City/State Bloomington, MN 55431
 VENDOR # _____ DUE DATE Upon Receipt

FUND LMRWD
 1099 _____
 SERVICE DATE 2024
 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.

The attached invoice has been verified for goods received or services performed

AUTHORIZED SIGNATURE Linda Loomis DATE 7/17/2024

INVOICE #	DEPT #	ACTIVITY	ACCOUNT #	DESCRIPTION	AMOUNT
2023 Cost Share	702	0114	6260	partial reimbursement for expenses for Olson Middle School pond	\$3,137.97
TOTAL					\$3,137.97

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

Approved for Disbursement _____
 Date _____ Initials _____

A. Bloomington Neighbors
Nurturing Nature 2023 Cost
Share Application



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost Share Grant Application 2023

Application type (check one) Homeowner Non-profit - 501(c)(3) School

Business or corporation Public agency or local government unit

Project type (check all that apply) Raingarden Vegetated Swale Infiltration Basin

Wetland restoration Buffer/shoreline restoration Conservation practice Habitat restoration

Pervious hard surface Other _____

Applicant Information

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

Bloomington Neighbors Nurturing Nature

Address (street, city and ZIP code):

10125 Drew Ave S

Phone:

612-222-8580

Email address:

dan.j.niziolek@gmail.com

Primary Contact (if different from above)

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

Address (street, city and ZIP code):

Phone:

Email address:

Project location

Address (street, city and ZIP code):

4551 102nd Street West

Property Identification Number (PID)

1902724120004

Property owners:

(Bloomington) Independent School District 271

Project Summary

Title Olson Natural Area Wetland Restoration

Total project cost \$16,789

Grant amount requested **\$7,444**

Estimated start date When grant contracted

Estimated completion date June 2025 (or sooner if grant requires)

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

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

Project Details

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

- | | |
|--|---|
| <input checked="" type="checkbox"/> location map | <input checked="" type="checkbox"/> project timeline |
| <input checked="" type="checkbox"/> site plan & design schematic | <input checked="" type="checkbox"/> proof of property ownership |
| <input type="checkbox"/> contracted items | <input checked="" type="checkbox"/> plant list & planting plan (if project includes plants) |

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

The Olson Natural Area Wetland Restoration Project is a multiphase restoration and environmental education project to be conducted by a community-public school partnership that is lead by Bloomington Neighbors Nurturing Nature (BNNN). The end goal is the restoration of a natural wetland that will serve as a centerpiece of environmental education for the Olson Middle and Elementary Schools. Phase 1 (the basis of this grant request) will restore a native shoreline buffer/habitat, native emergents, and upland habitat, as well as start water sampling and create initial environmental education features. Future phases will address storm water system inflows to support the full restoration of the wetland. In addition, additional environmental education features will be created.

Currently, the 3 acre site is overrun with invasive plants (e.g. purple loosestrife, buckthorn, and honeysuckle) and unmanaged prolific trees (e.g. ash and basswood) as well as lacks appropriate native vegetation. This results in significant erosion issues, lack of habitat, and excessive nutrient flow into the wetland. There are remnant native plants, including pagoda dogwood, Solomon's Seal, and sedges. The wetland has 2 storm water inflows (which will be addressed in future phase) that deposit sediment, vegetation debris, chemicals, and garbage. There is a rustic school amphitheater on one side of the wetland and a primitive dirt path that goes around the upland edge of the wetland.

All historical photos and maps indicate the wetland was/is natural. Sometime in the past, the wetland was integrated into the city storm sewer infrastructure. In addition, the school property parking lot drains into the wetland. The site receives minimal maintenance, generally in the form of mowing and brush removal along the exterior edge. The site is currently used by Olson teachers for limited environmental education. The city currently does not collect water samples from the wetland/storm pond, but is willing to assist and support future water sampling, including involving students.

The wetland is designated by the Nine Mile Creek Watershed as a High Priority Wetland – Protection.

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

Project Goal:
Restore degraded wetland and create an environmental education resource for Bloomington Public Schools. Restoration will 1) improve water quality, 2) decrease shoreline erosion, 3) remove invasive plants, 4) reestablish native vegetation to support pollinators, wildlife, and sustainable landscaping, and 5) increase environmental education opportunities for public school students.

Grant Objectives:

Decrease non-native species on site -

- Success will be measured by a 75% decrease in buckthorn and non-native species in 2 1/2 years.

Increase native species on site -

- Success will be measured by an increase in native vegetation by 200% in 2 1/2 years.

Increase in habitat -

- 3 acres restored in 2 1/2 years

Improved environmental education and water resources awareness -

- Success will be measured by completion of three new environmental education features, including the initiation of regular water sampling

Increased water resources education and involvement in the restoration project by students, teachers, and community members.

- Success will be measured by the involvement of more than 50 individual resident volunteers in 2 1/2 years.

Grant Details

- Restoration and Environmental Education Design Plan - Meet with teachers and District staff to record teachers' current environmental education on the site and identify new features

- Remove buckthorn, invasive vegetation, and inappropriate densities (overpopulated) of trees to: 1) support native vegetation, 2) reduce plant matter levels entering wetland, 3) reduce shoreline erosion, and 4) reduce deterioration of habitat. Techniques will be non-chemical and prevent erosion during the project. Removal will include hand tool plant removal, occupation, buckthorn bagging, and potentially biological (beetles) control of purple loosestrife. The former strategies have proven successful in other restoration efforts.

- Plant Native Vegetation - plant location-appropriate native vegetation to 1) create natural shoreline buffer strip to decrease shore land erosion and excessive plant matter entering pond and 2) create appropriate vegetation throughout the site to support a healthy ecosystem and habitat for pollinators and wildlife.

- Implement Environmental Education Design - install and create features to support, enhance, and grow environment education for the Public Schools. Potential features include: demonstration/observation areas, planting areas, tree stumps/logs, and the list goes on...

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

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

How does the project support the goals you checked?

Bloomington Neighbors Nurturing Nature board members are leading a number of natural resources restoration projects in Bloomington. Water resources are a key element in all of these projects.

Each of these efforts (as this current proposed project will also) focus on engaging and educating residents (adults and youth) in the awareness, understanding, and creation of healthy ecosystems that include water resources. Through visuals and hands on restoration, we grow residents awareness of what makes healthy ecosystems - emphasizing the importance of how property (non-chemical) maintained native vegetation supports soil health and water quality. We raise residents awareness of the impacts of their landscaping practices - from chemical use and types of vegetation to vegetation debris and run off. We use the health issues of water resources in Bloomington to help residents visually see the impact of their own as well as our collective actions on water quality. Finally, we use regular newsletters and social media to educate and celebrate success. Our Winchester Pond restoration project is one of our greatest successes thus far. We have involved more than 50 residents over 5 years to improve water quality, through collective efforts of 1) installation of floating islands, 2) reduction of lawn chemicals, 3) restoration of shoreline buffers, 4) creation of 3 rain gardens, and 5) removal of invasive plants and overpopulated trees and the planting of native plants. Our success has included drawing upon the expertise of many natural resources experts.

Project Details (continued)

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

Benefit	Amount
Water captures	gal/year
Water infiltrated	gal/year
Phosphorus removed	lbs/year
Sediment removed	lbs/year
Land restored	130,680 sq. ft.

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

We will:

- Offer and provide presentations to the Bloomington School Board as well as the City of Bloomington's Sustainability Commission.
- Generate informational pieces for District and Sustainability Commission Newsletters
- Generate social media posts throughout the project. This includes regular posts on our website and FaceBook pages.
- Utilize the project events, updates and results to engage more residents in this and other restoration projects

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

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

Once the restoration is implemented, the following will be performed for a minimum of 5 years by BNNN:

Annually

- Walk the site and pull invasive plants
- Seed to repair negatively impacted areas

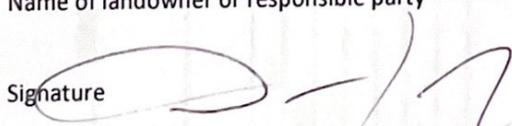
Every 3 years

- Biomass harvesting (via mowing, fire, grazing, and/or cutting and hauling away)

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

Authorization

Name of landowner or responsible party Dan Niziolek - BNNN President

Signature 

Date 3/28/23

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

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

Mail the completed application to

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

or email to:

Linda Loomis, Administrator
naiadconsulting@gmail.com



Hennepin County Property Map

Date: 3/28/2023



Division in Process

The displayed parcel boundary may not be the actual boundary because this property is in the process of being divided or replatted.

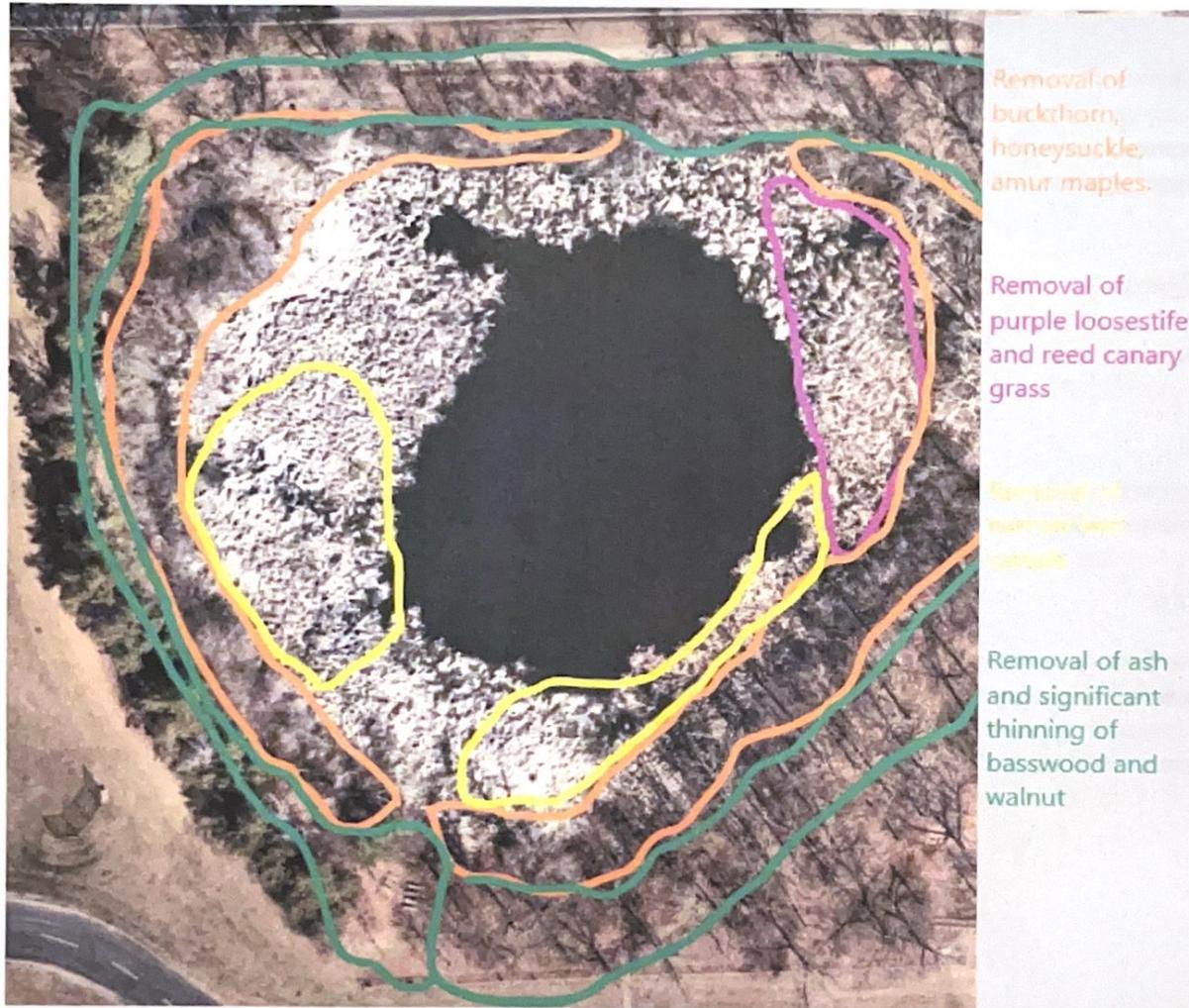
PID: 1902724120004

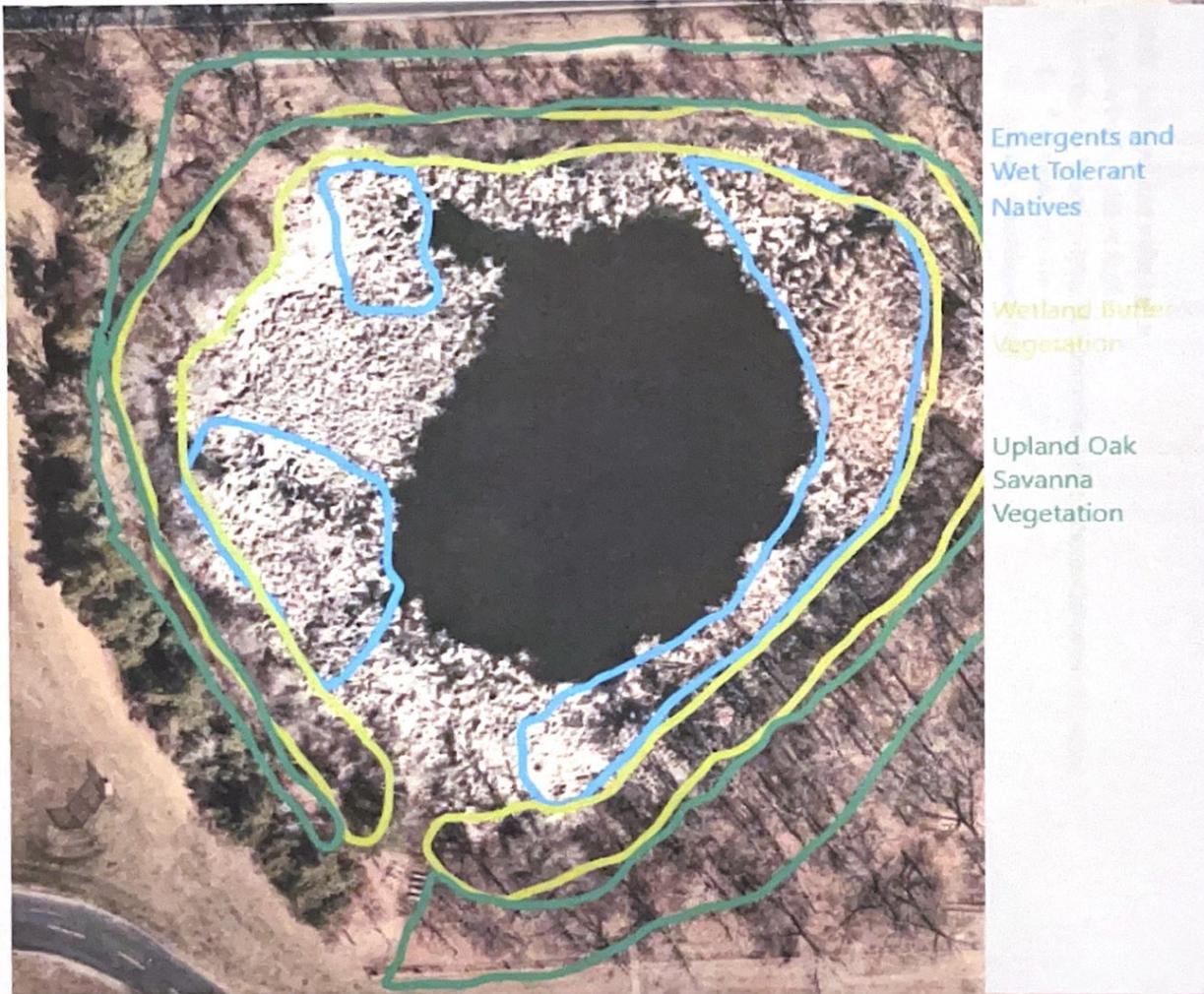
ADDRESS: 4501 102nd St W, Bloomington MN 00000

Comments:

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

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COUNTY 2023





Project Major Tasks and Timeline

- Spring 2023 – Finalize Restoration and Environmental Education Implementation Plan.
- Spring-Fall 2023 – Buckthorn/invasive plants and overpopulated trees removal (begin in southwest corner of the site and move to the Northeast). Utilize erosion mats and occultation fabric in specific locations. Implement initial education design features. Initial spot seeding and planting.
- Fall 2023 – Prep areas for winter seed sowing. Harvest native grass/flower seeds off-site.
- Winter 2023/24 – Finish overpopulated tree and buckthorn removal. Winter seed sowing.
- Spring-Summer 2024 – Prep and native plantings.
- Summer 2024 – Weeding and education features implementation.
- Winter 2024/25 – Winter seed sowing.
- Spring-Summer 2025 – In fill plantings and seeding, and of course weeding
- Summer 2025 – Assessment.

Project staff, partners, and volunteers:

- Bloomington Public Schools Staff
 - Operations – Timothy Rybak (Bloomington Public Schools Operation Manager)
 - Technical expertise
 - Oversee maintenance staff
 - Vegetation debris transportation
 - Education
 - Principal Tim Ciavarri (Olson Middle School)
 - Technical expertise
 - Manager of teachers and school programing
 - Environmental Education
 - Science Teachers (Bloomington Public Schools)
 - Environmental Education expertise
 - Perform environmental education on the site
- Bloomington City Staff – Dave Hansen (Forester, 30 years with City of Bloomington, numerous years as Parks Maintenance Manager and recently hired as Natural Resources Manager).
 - Technical expertise
 - Vegetation disposal site
- Community Volunteers. (BNNN annually engages more than 50 volunteers in restoration efforts.)
 - Community organizer – 25+ years leading community improvement projects
 - Landscaping equipment company owner
 - Numerous gardeners – talents and plants to share
 - Fund raiser – years of successful fundraising
 - Physical labor, tools, refreshments, and plants
 - Social media development and maintenance
 - Master Naturalist
- Match funding:** Is a monetary or in-kind match provided or being sought. If your project includes match dollars, please describe the entity providing those dollars, what is being provided, whether it is monetary or in-kind, and in what amounts. Describe the status of the matching fund (e.g., if additional grant funds are being sought or are already secured). Attach supporting documents where necessary.
- Total project cost:**

	\$28,545
▪ Vegetation debris pickup and transport	\$245
▪ Vegetation disposal	\$700

Additional Information

Our Non-Chemical, People-Based Buckthorn Removal Approach:

Step 1: Winter-Spring: Cut off all the large (>1" diameter) buckthorn at 4 feet.

Three reasons:

- Immediately allows sunlight to reach the ground (supporting existing native plant growth)
- Forces the buckthorn to expend energy resprouting on the remaining stump.
- Minimizes suckering, which is common for buckthorn cut off at the ground.

Step 2: Spring-Summer: Pull small (<1" diameter) buckthorn. Install erosion fabric where necessary.

Step 3: Early Summer: Plant native plugs in areas of buckthorn pulling with limited native vegetation.

Step 4: Late summer: Either 1) pull out previously cut large buckthorn that has died or 2) cut living previously cut large buckthorn at 6" and apply buckthorn baggie. Leave on 1 year.

Step 5: Following season, pull new growth buckthorn (as well as garlic mustard which will likely appear).

Step 6: Plant plugs and seed throughout entire area of buckthorn pulling and cutting.

Step 7: Monitor bagged buckthorn for pioneers and remove.

Step 8: 1 year after installing, remove buckthorn baggies and remove any medium size root balls.

Step 9: Following season, pull new growth buckthorn and conduct in fill seeding.

Step 10: Regular maintenance.

Removal Acreage:

- Removal of buckthorn/honeysuckle/amur maples/other invasive plants followed by planting/seeding native wetland buffer. **(Approximately 1 acre)**
- Removal of purple loosestrife/narrow-leaf cattails followed by planting of emergents/wet tolerant natives. **(Approximately ½ acre)**
- Removal of ash/overpopulated basswood trees/invasive plants followed by planting upland oak savanna native grasses/sedges/ flowers/oaks. **(Approximately 1 acre)**



**MNL Stormwater
Basin Mix**

Native mix for stormwater & retention basin pond edges. Height 3-6'

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	Andropogon gerardii	Big Bluestem	8.00	2.64	0.72	
	Calamagrostis canadensis	Blue-joint Grass	0.35	3.24	0.03	
	Bromus ciliatus	Fringed Brome	3.10	1.13	0.28	
	Elymus virginicus	Virginia Wild Rye	16.50	2.29	1.49	
	Glyceria grandis	Reed Manna Grass	3.50	9.23	0.32	
	Leersia oryzoides	Rice Cutgrass	10.00	11.24	0.90	
	Panicum virgatum	Switchgrass	5.00	2.31	0.45	
	Sorghastrum nutans	Indian Grass	16.00	6.35	1.44	
	Spartina pectinata	Prairie Cordgrass	7.00	1.53	0.63	
Sedges/Rushes:	Carex hystericina	Porcupine Sedge	0.60	0.60	0.05	
	Carex stipata	Awl-fruited Sedge	0.75	0.84	0.07	
	Carex vulpinoidea	Fox Sedge	1.00	2.68	0.09	
	Scirpus atrovirens	Green Bulrush	0.50	7.60	0.05	
	Scirpus cyperinus	Woolgrass	0.25	14.05	0.02	
Forbs:	Anemone canadensis	Canada Anemone	0.20	0.05	0.02	Spring
	Asclepias incarnata	Swamp Milkweed	4.00	0.63	0.36	Summer
	Bidens cernua	Nodding Beggarstick	2.00	1.39	0.18	Summer
	Desmodium canadense	Showy Tick-trefoil	3.00	0.55	0.27	Summer
	Eutrochium maculatum	Joe-pye Weed	0.55	2.19	0.05	Summer
	Eupatorium perfoliatum	Boneset	0.20	1.06	0.02	Fall
	Helenium autumnale	Sneezeweed	0.80	3.44	0.07	Fall
	Hypericum pyramidatum	Great St. Johnswort	0.40	2.51	0.04	Summer
	Liatris pycnostachya	Prairie Blazing Star	1.25	0.45	0.11	Summer
	Mimulus ringens	Monkey Flower	0.10	7.60	0.01	Summer
	Monarda fistulosa	Wild Bergamot	0.75	1.74	0.07	Summer
	Ratibida pinnata	Yellow Coneflower	1.45	1.44	0.13	Summer
	Silphium perfoliatum	Cup Plant	2.50	0.12	0.23	Summer
	Solidago rigida	Stiff Goldenrod	1.50	2.03	0.14	Fall
	Sparganium eurycarpum	Giant Burreed	2.00	0.03	0.18	Summer
	Symphyotrichum novae-angliae	New England Aster	0.75	1.64	0.07	Fall
	Thalictrum dasycarpum	Purple Meadow Rue	0.60	0.40	0.05	Summer
	Verbena hastata	Blue Vervain	1.00	3.07	0.09	Summer
	Vernonia fasciculata	Ironweed	3.00	2.38	0.27	Summer
	Veronicastrum virginicum	Culver's Root	0.20	5.29	0.02	Summer
	Zizia aurea	Golden Alexanders	1.20	0.44	0.11	Spring
Seeds/sq ft:	104.00		100.00	104.18	9.00	
Grass Species:	9					
Sedges/Rushes:	5					
Forb Species:	21					

Seed mixes are subject to change based on availability



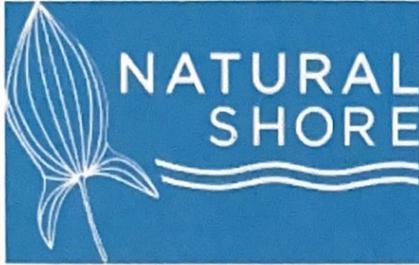
MNL Savanna Mix Shortgrass

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

	Scientific Name	Common Name	% of Mix	Seeds/ Sq Ft	PLS lbs/ac	Bloom Season
Grasses:	<i>Bouteloua curtipendula</i>	Side-oats Grama	19.75	8.66	2.37	
	<i>Bromus kalmii</i>	Prairie Brome	1.25	0.44	0.15	
	<i>Elymus trachycaulus</i>	Slender Wheat Grass	10.00	3.04	1.20	
	<i>Elymus villosus</i>	Silky Wild Rye	12.00	2.91	1.44	
	<i>Elymus virginicus</i>	Virginia Wild Rye	11.00	2.04	1.32	
	<i>Schizachyrium scoparium</i>	Little Bluestem	18.00	11.90	2.16	
Sedges/Rushes:	<i>Carex brevior</i>	Plains Oval Sedge	4.00	5.11	0.48	
	<i>Carex molesta</i>	Troublesome Sedge	2.00	2.20	0.24	
	<i>Carex sprengeii</i>	Long-beaked Sedge	2.00	0.88	0.24	
Forbs:	<i>Achillea millefolium</i>	Yarrow	0.15	1.16	0.02	Summer
	<i>Agastache foeniculum</i>	Fragrant Giant Hyssop	0.40	1.59	0.05	Summer
	<i>Amorpha canescens</i>	Leadplant	0.50	0.35	0.06	Summer
	<i>Anemone canadensis</i>	Canada Anemone	0.15	0.05	0.02	Spring
	<i>Anemone virginiana</i>	Tall Thimbleweed	0.25	0.31	0.03	Summer
	<i>Aquilegia canadensis</i>	Columbine	0.20	0.33	0.02	Spring
	<i>Asclepias syriaca</i>	Common Milkweed	1.30	0.23	0.16	Summer
	<i>Ceanothus americanus</i>	New Jersey Tea	0.40	0.13	0.05	Summer
	<i>Dalea purpurea</i>	Purple Prairie Clover	4.00	2.64	0.48	Summer
	<i>Dalea candida</i>	White Prairie Clover	1.50	1.26	0.18	Summer
	<i>Desmodium canadense</i>	Showy Tick-trefoil	2.50	0.61	0.30	Summer
	<i>Drymocallis arguta</i>	Prairie Cinquefoil	0.30	3.04	0.04	Summer
	<i>Lespedeza capitata</i>	Round-headed Bushclover	1.00	0.35	0.12	Summer
	<i>Liatris aspera</i>	Rough Blazing Star	0.20	0.14	0.02	Summer
	<i>Lupinus perennis</i>	Wild Lupine	0.50	0.02	0.06	Spring
	<i>Monarda fistulosa</i>	Wild Bergamot	0.35	1.08	0.04	Summer
	<i>Oenothera biennis</i>	Common Evening Primrose	0.60	2.38	0.07	Fall
	<i>Rosa arkansana</i>	Prairie Rose	0.50	0.02	0.06	Summer
	<i>Rudbeckia hirta</i>	Black-eyed Susan	1.25	5.07	0.15	Summer
	<i>Rudbeckia triloba</i>	Brown-eyed Susan	0.85	1.27	0.10	Summer
	<i>Solidago nemoralis</i>	Gray Goldenrod	0.10	1.32	0.01	Fall
	<i>Solidago rigida</i>	Stiff Goldenrod	0.75	1.36	0.09	Fall
	<i>Solidago speciosa</i>	Showy Goldenrod	0.30	1.26	0.04	Fall
	<i>Symphyotrichum laeve</i>	Smooth Blue Aster	0.10	0.24	0.01	Fall
	<i>Symphyotrichum oolentangiense</i>	Sky-blue Aster	0.50	1.76	0.06	Fall
	<i>Verbena stricta</i>	Hoary Vervain	0.80	0.99	0.10	Summer
	<i>Veronicastrum virginicum</i>	Culver's Root	0.05	1.76	0.01	Summer
	<i>Zizia aurea</i>	Golden Alexanders	0.50	0.24	0.06	Spring
			100.00	68.17	12.00	

Seeds/sq ft: 68.00
 Grass Species: 6
 Sedge/Rush Species: 3
 Forb Species: 28

Seed mixes are subject to change based on availability



Plug and Plant List

- Butterfly Weed (*Asclepias tuberosa*)
- Sideoats Grama (*Bouteloua curtipendula*)
- Lance Leaved Tickseed (*Coreopsis lanceolata*)
- White Prairie Clover (*Dalea candida*)
- Purple Prairie Clover (*Dalea purpurea*)
- Dotted Blazing Star (*Liatris pycnostachya*)
- Little Bluestem (*Schizachyrium scoparium*)
- Aromatic Aster (*Symphotrichum oblongifolium*)
- Swamp Milkweed (*Asclepias incarnate*)
- Lake Sedge (*Carex lacustris*)
- Joe Pye Weed (*Eutrochium maculatum*)
- Sneezeweed (*Helenium autumnale*)
- Blue Flag Iris (*Iris versicolor*)
- Blue Lobelia (*Lobelia siphilitica*)
- Obedient Plant (*Physostegia virginiana*)
- New England Aster (*Symphotrichum novae-angliae*)
- Blue Vervain (*Verbena hastata*)
- Bebb's Sedge (*Carex bebbi*)
- Fox Sedge (*Carex vulpinoidea*)
- Boneset (*Eupatorium perfoliatum*)
- Prairie Blazing Star (*Liatris pycnostachya*)
- Cardinal Flower (*Lobelia cardinalis*)
- Bur-reed (*Sparganium eurycarpum*)
- Arrowhead (*Sagittaria latifolia*)
- Ironweed (*Vernonia fasciculata*)
- Culver's Root (*Veronicastrum virginicum*)
- Common Three-square (*Schoenoplectus pungens*)
- Hardstem Bulrush (*Schoenoplectus acutus*)
- Softstem Bulrush (*Schoenoplectus tabernaemontani*)
- Tussock Sedge (*Carex stricta*)
- Green Bulrush (*Scirpus atrovirens*)
- Woolgrass (*Scirpus cyperinus*)
- Bottlebrush Grass (*Elymus hystrix*)
- Black-eyed Susan (*Rudbeckia hirta*)
- Gray-headed Coneflower (*Ratibida pinnata*)
- Zig Zag Goldenrod (*Solidago flexicaulis*)

B. Excerpts from April 2023
and June 2023 LMRWD
meeting minutes approving
Cost Share Application from
Bloomington Neighbors
Nurturing Nature

want to be more proactive with this and request the data more frequently and work with the DNR to see if they have mitigation measures in place to address the appropriation.

Lindsey Albright, Dakota Soil and Water, asked if there was a way that the district could get added to the DNR's database so that they can view the data. Ms. Young stated that this information is being monitored but the DNR is not as proactive monitoring this data as the LMRWD would like.

Manager Salvato asked about the additional costs. Mr. Kuphal explained that they kept the budget the same this year and may have more expenses. He stated that next year there will be an increase. Administrator Loomis added that there is a maximum, not to exceed number, which is rarely reached.

Administrator Loomis stated that there has been a lot of requests for increase of appropriations that need to be discussed with the DNR.

Manager Amundson asked about the high chloride levels in August and if that was the result of low water levels. Ms. Roberts stated that was likely the cause but stated that there is not much of a concern for chloride in Eagle Creek. Mr. Kuphal added that it is not unlikely to see this increase due to concentration.

Mr. Kuphal explained that in the agreement there is not a line item under Deans Lake for equipment. He stated that there was some vandalism on the ultrasonic sonar that reads the water levels and shared concern that the device was damaged and may cost \$300 to repair or replace this. He asked if part of the budget could be used for equipment replacement. The Board said yes.

Manager Salvato made a motion to approve Agreement between the Lower Minnesota River Watershed District and the Scott Soil and Water Conservation District for Monitoring, Technical, Education and other Conservation Services and 2023 Statement of Work and authorize execution. President Hartmann seconded the motion. Upon a vote being taken motion carried unanimously.

B. Appletree Condominium 2023 Cost Share Project

Administrator Loomis introduced and provided background on this item. She stated that there is a greater number of people interested in this cost share program than previous years. She shared concerns with potentially exceeding the budgeted amount. She stated that if this project and the Bloomington Neighbors Nurturing Nature project is approved that they may not approve them at the full amount.

Manager Salvato recommended making more stringent criteria for projects under this program.

Ms. Young recommended holding the applications from consideration at this meeting and consider all applications after the May 15 deadline and also checking in with the applicants if they would still have a viable project if they received less than their requested amount.

Administrator Loomis agreed with this suggestion. She stated that they are more conservative with their cost share program than other watershed districts. She suggested having different

categories for these cost share projects. She recommended that applicants apply this year for projects that will be done next year.

Manager Amundson made a motion to table the Appletree Condominium cost share application and the Bloomington Neighbors Nurturing Nature cost share application until all after the May 15 deadline to consider all application received at the June Board Meeting. Manager Salvato seconded this motion. Upon a vote being taken motion carried unanimously.

C. Bloomington Neighbors Nurturing Nature Cost Share Application

This item was discussed and voted on in conjunction with item B.

D. 2022 Dakota County Monitoring Report

Administrator Loomis introduced Lindsey Albright, Water Resource Specialist for the Dakota County Soil and Water Conservation District. Ms. Albright presented a report on the results of 2022 monitoring in Dakota County.

Ms. Albright reviewed the results of the fen well monitoring in Quarry Island, Fort Snelling, and Nichols Fens. She discussed the devices used for monitoring. She reviewed the trends at each site. She recommended continuing data sharing and looking at the viability of continuing to monitor all the wells.

Ms. Young shared the importance of Ms. Albright's monitoring. She stated that the LMRWD recently spoke with the DNR and since the MET Council is doing monitoring that the district should look at stopping monitoring. She said that they are not in agreement with this as the data that the LMRWD is looking at is different than what the MET Council is looking at.

Manager Salvato asked if the fen stewardship does any vegetation sampling and how often this is being done. Ms. Young stated that this has happened at Nichols and other locations are being looked at now. She stated that the DNR did not have the capacity to sample vegetation, so the LMRWD has taken it on.

Manager Amundson asked why the water levels fluctuate so much. Ms. Young explained that with Nichols there is some sensitivity with the pumping that is happening through the MET Council. She stated that at some of the other fens they are looking at this with the DNR to determine what might be causing these trends.

6. OLD BUSINESS

A. 2021 Financial Audit

Administrator Loomis introduced and provided an update on the status of the audit. She stated that they have not yet received the audit, but the auditor said that he would have the report to them by April 15th. She noted that it was not received by that date and has not gotten a response back from the auditor. She added that the accountant has spoken to another accounting firm about taking over the 2021 audit to get this done.

Manager Salvato asked how much money has been spent on the audit. Administrator Loomis stated that Global Portfolio Consulting has been paid \$12,000-\$13,000 to get started on the audit.

Attorney Kolb mentioned that he can help come up with a plan of how to handle this.

Attorney Kolb reviewed his presentation on the One Watershed One Plan operational arrangements. He discussed joint power entities, determining an appropriate structure, and the decisions that need to be made prior to entering one of these agreements. He also discussed the key elements of implementation for a One Watershed One Plan. He stated that they do not have to decide tonight on whether or not they participate in this, but they will need to make the decision soon.

Administrator Loomis discussed that part of this has to do with the amount of sediment and nutrients that are coming from upstream, in areas that are outside of a certain district. She gave the example of Scott County and how the upper part of Sand Creek is outside of their county, and they are not able to do projects in that area. She added that it is possible that this plan may impact the LMRWD's ability to get watershed-based implementation funding as funding may be split.

The Board discussed the values and the drawbacks of this plan.

Attorney Kolb reviewed the difference between a joint powers collaboration or a joint powers entity.

Administrator Loomis shared that the LMRWD has given funding to projects that were outside of the district and stated that there is nothing prohibiting them from giving these funds as long as they see it as beneficial to the district.

The Board gave feedback on the information that was presented at this meeting. No action required.

6. OLD BUSINESS

A. 2021 Financial Audit

Administrator Loomis introduced this item and shared that Redpath and Company has agreed to doing a two year audit which will cost \$25,000 per year. She shared the recommendation from legal counsel to get the legislature to give resources to the Office of the State Auditor so that they can provide audit services to some of the smaller, local governmental units, such as watershed districts. Legal counsel noted that the LMRWD is not alone in its difficulty finding auditors and getting audits prepared. She stated that they will be sending a letter to the former audit firm. Attorney Kolb stated that this letter should go out within the next week.

President Hartmann made a motion to authorize a request for proposals to provide audit services for FY 2023. Manager Amundson seconded the motion. Upon a vote being taken, the motion carried unanimously.

B. 2027 World EXPO – “Healthy People, Healthy Planet – Wellness and Well Being for All”

Administrator Loomis introduced and provided background on this item. Bloomington was not chosen as the site of the 2027 World Expo.

C. 2023 Cost Share Applications

Administrator Loomis reviewed the five applications for cost share projects. She stated that the total of all five projects would come to over \$21,000 and funding could come from the Water Resource Restoration fund.

The Board asked if they would not accept any other applications for the rest of the year.

Administrator Loomis explained that decision is up to the Board. She noted that there is an applicant that is interested in submitting an application, but that is for a project for 2024.

The Board discussed potentially limiting funding to the same groups to every other year and not back to back years.

Administrator Loomis shared that she has looked into cost share programs for other watershed districts and stated that the LMRWD is the most conservative. She added that there will be a draft budget at the July meeting.

The Board discussed the May deadline being a little late in the year for these applications to be submitted.

Manager Amundson made a motion to approve all cost share applications as presented and the amounts requested. Manager Kuplic seconded the motion. Manager Salvato offered a friendly amendment to the motion, asking that LMRWD staff evaluate cost share programs offered by other watershed districts and recommend changes to the LMRWD. Managers Amundson and Kuplic accepted Manager Salvato's amendment. Upon a vote being taken, the motion carried unanimously.

D. City of Carver Levee

No new information to report since the last update.

E. Dredge Management

i. Vernon Avenue Dredge Material Management site

Administrator Loomis introduced this item and provided an update on the project to improve Vernon Avenue.

ii. Private Dredge Material Placement

No new information to report since last update.

F. Watershed Management Plan

No new information to report since the last update.

G. 2023 Legislative Action

Administrator Loomis introduced and provided background on this item. She discussed the projects that received funding.

The Board asked about the funding provided for water storage. Administrator Loomis explained that BWSR is going to try to identify larger projects and how they can make more of a difference with water storage.

H. Education and Outreach Plan

No new information to report since the last update.

I. LMRWD Projects

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

i. Area #3

Administrator Loomis introduced and provided background on this item. She shared that she met with the property owners on site at the property and she asked them to consider selling the portion of their property or allowing an easement for the property in the City's right-of-way for Riverview Road and the river. She noted that State funds can be used for this purchase. She stated that they will need to determine how they can raise their match from the State. She added that she contacted a consulting firm who may be able to assist and

C. Cost Share Agreement
between Bloomington
Neighbors Nurturing Nature
and LMRWD

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

The parties to this Agreement, made this 21st day of June 2023, are the Lower Minnesota River Watershed District, a Minnesota Watershed District ("LMRWD") a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D and Bloomington Neighbors Nurturing Nature ("APPLICANT"). The purpose of this Agreement is to provide for the installation and maintenance of a project designed to protect and improve natural resources within the District, by managing storm water and said project to be located at: Olson Middle School, 4501 West 102nd Street, Bloomington, MN 55437.

1. Scope of Work. APPLICANT will install the Project in accordance with the Application submitted to the LMRWD, attached as Exhibit A. A final report must be presented to the LMRWD upon completion of the project. An initial reimbursement will be made upon meeting certain milestones as specified in as specified in Section 2 of this Agreement.
2. Reimbursement. The LMRWD, upon receipt of adequate documentation, will reimburse the Applicant as follows:

1st reimbursement: The Applicant may request reimbursement after completion of the following items: installation of erosion and occultation materials, winter seeding, and spring plantings.

2nd reimbursement: The Applicant may request a second and final reimbursement After completion of the following items: winter seeding and final spring planting. The second reimbursement assumes the installation of the project is complete in accordance with Exhibit A.

The LMRWD, on receipt of adequate documentation, will reimburse the APPLICANT up to 50% of the APPLICANT's cost to install the Project, including materials, equipment rental, delivery of materials and labor, in an amount not to exceed \$7,444. APPLICANT will document with receipts all direct expenditures. At the time reimbursement is requested, APPLICANT will provide the LMRWD with copies of all documents concerning the work. Volunteer time and labor will be considered an in-kind contribution and may be used as a match, but APPLICANT will not receive reimbursement for in-kind contributions. Labor may be credited at \$20.00 per hour.

3. Public Access. LMRWD may enter APPLICANT's property at reasonable times to inspect the work to ensure compliance with this Agreement and monitor or take samples for the purpose of assessing the performance of the Project. APPLICANT will permit the LMRWD, at its cost and discretion, to place reasonable signage on APPLICANTs property informing the general public about the Project and the LMRWD's Cost Share Incentive and Water Quality Restoration Program. The LMRWD may request APPLICANT's permission to allow members of the public periodically to enter APPLICANT's property to view the Project in the company of a LMRWD representative. This paragraph does not create any right of public entry onto APPLICANT's property except as coordinated with APPLICANT and accompanied by a LMRWD representative.

4. Maintenance. APPLICANT will maintain the Project for at least five (5) years from the date installation is complete. If APPLICANT does not do so, the LMRWD will have a right to reimbursement of all amounts paid to APPLICANT, unless:
 - a. The LMRWD determines that the failure to maintain the Project was caused by reasons beyond the APPLICANT's control; or
 - b. APPLICANT has conveyed the underlying property, provided APPLICANT notifies the LMRWD at least 30 days before the property is conveyed and facilitates communication between the LMRWD and the prospective owner regarding continued maintenance of the project.
5. Agreement Void. This Agreement is void if the project installation is not complete by July 30, 2025. This Agreement may not be modified in any way except in writing and signed by both parties.
6. Indemnification. The LMRWD will be held harmless against all liability and loss in connection with the installation of the Project.
7. Compliance with Laws. APPLICANT is responsible to comply with any permits or other legal requirements applicable to the work.
8. Notices. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be addressed to the other party as follows:

To LMRWD:

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

To APPLICANT:

Dan Niziolek, Primary Contact
 Bloomington Neighbors Nurturing Nature
 10125 Drew Avenue South
 Bloomington, MN 55431

The parties being in agreement to be signed as follows:

APPLICANT:

LOWER MINNESOTA RIVER WATERSHED DISTRICT:

By: 
 Dan Niziolek (Aug 2, 2023 11:15 CDT)

By: 

Its: President

Its: President

Date: Aug 2, 2023

Date: _____

D. Request for
Reimbursement from
Bloomington Neighbors
Nurturing Nature and
Receipts



Linda Loomis <naiadconsulting@gmail.com>

BNNN - Reimbursement Request...

1 message

Dan Niziolek <bloomingtonnnn@gmail.com>

Wed, Jul 10, 2024 at 8:14 AM

To: Linda Loomis <naiadconsulting@gmail.com>

Cc: Laura Peterson <lauraptrsn1@gmail.com>, Heidi Niziolek <heidi.niziolek@yahoo.com>

Linda,

I hope your summer is going well.

I write to request our first reimbursement for the Olson Schools Nature Area Project:

1st reimbursement: The Applicant may request reimbursement after completion of the following items: installation of erosion and occultation materials, winter seeding, and spring plantings.

Our first ten months have gone very well, with good community engagement, significant removal of invasive plants and prolific trees, and the planting and seeding of native plants.

Summary of our work thus far:

- at least monthly restoration events, involving more than 50 community members (totaling more than 200 hours)
- removal of many loads of buckthorn, honeysuckle, and other invasive plants (cut, dragged, and stacked by volunteers and hauled away by the School District)
- volunteer services of 2 tree removal companies to remove more than 15 dead and dying ash and overly prolific trees (e.g. black walnut)
- planting of 1,200 native plugs (including emergents, shoreline, and upland plants)
- Installation of erosion control logs and straw
- obtained permit for purple loosestrife beetle for biological control
- seeding of approximately 1,000 square feet
- regular sharing of events and progress through Facebook and website
- installation of occultation

We (Bloomington Neighbors Nurturing Nature) are seeking reimbursement of - \$3,137.97

I will forward invoices and photos in subsequent emails. Please let me know if you have any questions or need additional information.

Also, we are always open to providing tours of the area.

Thanks!!

Dan

Bloomington Neighbors Nurturing Nature 501c(3)

Natural Shore Technologies Inc
 6275 Pagenkopf Road
 Maple Plain, MN 55359 US
 612-703-7581
 rob.l@naturalshore.com
 naturalshore.com

Invoice

BILL TO
Dan Niziolek Bloomington Neighbors Nurturing Nature 10125 Drew Ave S Bloomington, MN 55431 USA

SHIP TO
Dan Niziolek Bloomington Neighbors Nurturing Nature 10125 Drew Ave S Bloomington, MN 55431 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
6194	05/29/2024	\$0.00	05/31/2024	Due on receipt	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
3" Foxglove Beardtongue	3" Foxglove Beardtongue (Penstemon digitalis)	32	2.25	72.00T
3" Joe-Pye Weed	3" Joe-Pye Weed (Eutrochium maculatum)	32	2.25	72.00T
3" Swamp Milkweed	3" Swamp Milkweed (Asclepias incarnata)	32	2.25	72.00T
3" Purple Coneflower	3" Purple Coneflower (Echinacea purpurea)	32	2.25	72.00T
3" Prairie Phlox	3" Prairie Phlox (Phlox pilosa)	32	2.25	72.00T
3" Obedient Plant	3" Obedient Plant (Physostegia virginiana)	32	2.25	72.00T
3" Zig Zag Goldenrod	3" Zig Zag Goldenrod (Solidago flexicaulis)	32	2.25	72.00T
3" Anise Hyssop	3" Anise Hyssop (Agastache foeniculum)	32	2.25	72.00T
3" Golden Alexander	3" Golden Alexander (Zizia aurea)	32	2.25	72.00T
3" Boneset	3" Boneset (Eupatorium perfoliatum)	32	2.25	72.00T
3" Cardinal Flower	3" Cardinal Flower (Lobelia cardinalis)	32	2.25	72.00T
4" Pickerel Weed	4" Pickerel Weed (Pontederia cordata)	18	6.00	108.00T
4" Arrowhead	4" Arrowhead (Sagittaria latifolia)	18	4.00	72.00T
3" Side Oats Grama	3" Side Oats Grama (Bouteloua curtipendula)	32	2.25	72.00T
3" Bottlebrush Grass	3" Bottlebrush Grass (Elymus hystrix)	32	2.25	72.00T
3" June Grass	3" June Grass (Koeleria macrantha)	32	2.25	72.00T
4" Bebb's Sedge	4" Bebb's Sedge (Carex bebbii)	18	4.00	72.00T
4" Burreed	4" Burreed (Sparganium eurycarpum)	18	4.00	72.00T
4" Bottle Brush Sedge	4" Bottle Brush Sedge (Carex comosa)	18	4.00	72.00T
4" Sweet Flag	4" Sweet Flag (Acorus americanus)	18	4.00	72.00T

SUBTOTAL	1,476.00
TAX	0.00
TOTAL	1,476.00
PAYMENT	1,476.00
BALANCE DUE	\$0.00



8740 77th St NE
Otsego, MN 55362

INVOICE

HEAL THE EARTH!

BILLING DATE	INVOICE #
6/3/2024	45503

BILLING ADDRESS
Bloomington Neighbors Nurturing Nature 10125 Drew Ave S Bloomington, MN 55431

TERMS	DUE DATE	CUST. PO NO.
Due on receipt	6/3/2024	

SHIPPING ADDRESS
Bloomington Neighbors Nurturing Nature 10125 Drew Ave S Bloomington, MN 55431

PROJECT	PROJECT #

QTY	U/M	UNITS	ITEM	DESCRIPTION	UNIT PRICE	EXTENTION
684		Each	XL Plugs	Native Plant Plugs	1.60	1,094.40T
1		Each	Packets	5000sq ft MNL Songbird Mix	165.00	165.00T
1		Each	Shipping a...	Shipping and Handling Charges (MNL Delivered)	265.00	265.00T
				MN/Henn/Bloom/HennTR/MetTR/ MetH	9.025%	137.57

Thank you for your business. Please place the invoice number on your check.	Total	\$1,661.97
Any amount remaining unpaid beyond the due date, will incur a 1.5% per month finance charge.	Payments/Credits	\$0.00
Phone: (763) 295-0010 ● www.MNLcorp.com ● AP@MNLcorp.com	Balance Due	\$1,661.97

10 Million Acres Impacted by 2030!

Attachment 1 - 2025 Good Steward Grant Application

Submit your application via [Hennepin County's Supplier Portal](#) by Thursday, January 23, 2025, by 4:00 PM (CST)

Applications received after 4:00 PM (CST). on Thursday, January 23, 2025, will be rejected. The county is not responsible for delays caused by electronic delivery services. Please review the *Solicitation for Grant Applications* for additional information on how to submit your Good Steward Grant application.

The Executive Summary is limited to 250 words, but there are no other response limitations to the remaining questions in this application.

Contact information

Applicant (landowner/organization/entity) name(s):	Bloomington Public Schools ISD #271/ Bloomington Neighbors Nurturing Nature 501c(3) Dan Niziolek
Applicant phone number:	612-222-8580
Application email:	BloomingtonNNN@gmail.com
Application address:	10125 Drew Ave S Bloomington MN 55431
Project address, if different from applicant address:	4551 102 nd Street Bloomington MN 55431
Project Name:	Olson Schools Nature Area Restoration Project – Critical Shorelines work

Project description

- **Resource(s) impacted by proposed project (check all that apply):**

See the Hennepin County natural resources map at <https://gis.hennepin.us/naturalresources/map/default.aspx> for more information about the property

- Agricultural land
- Lake, stream, and/or river (provide name(s)) Nine Mile Creek
- Moderate to high quality natural areas or unique and/or significant resource (as identified in the Hennepin County natural resources map)
- Sensitive groundwater areas
- Shoreland or streambank
- Waters identified on the [Minnesota Pollution Control Agency's list of impaired waters](#); provide name of impaired water and impairment(s):
- Wetlands
- Located in an area of concern for environmental justice and/or climate vulnerability. For example as mapped in the Minnesota Pollution Control Agency's [Understanding Environmental Justice in Minnesota mapping tool](#).

- **Executive summary:** Provide a summary of the project, the associated water quality problems, and how the project will address or solve the problem(s) (250 words or less)

The Olson Schools Nature Area Restoration Project lies within the Nine Mile Creek Watershed, which is an impaired water body for aquatic life (i.e. chloride levels, benthic macroinvertebrate bioassessments, and fish bioassessments). The Project works to restore a degraded freshwater wetland/pond and oak savannah upland while enhancing the environmental education opportunities for Bloomington Public School students. This grant application would cover the "Critical Shorelines" work of the project and will accomplish project goals and

deliverables within the 3 critical shoreline areas.

The Wetland/Pond suffers from:

- Shoreline and upland erosion:
 - o Invasive plants eliminated most native vegetation
- Lack of native vegetation
 - o Creates unhealthy ecosystem and limited habitat
- Excessive nutrient load
 - o Due in part to lack of natural shoreline buffer strip
- ✓ Lack of a healthy ecosystem to study and design features to support environmental education

The Project will:

- ✓ Improve surface and ground water quality
- ✓ Reduce erosion and sedimentation
- ✓ Re-establish native vegetation to support critical habitat and sustainable landscape
- ✓ Improve environmental education for Bloomington Public Schools (BPS)

Project Deliverables:

- ✓ Remove buckthorn, honeysuckle, purple loosestrife, and other invasive plants
- ✓ Plant native plants, shrubs, and trees to establish both a natural shoreline buffer strip and appropriate native vegetation throughout the site to provide habitat for pollinators, birds, and wildlife and support sustainable landscape, stormwater management, and water quality
- ✓ Design the site to improve environmental education for BPS students.

- **Project description:** Describe the project and intended results. Include the project location(s), start and end dates, major tasks, deliverables, and project goals. If the project includes any education and outreach components, please describe. Your answer should be specific, clear, and concise. Attach supporting materials and design reports if applicable.

The Project site is located at the northeast corner of 4551 102nd Street. The site is part of the Olson Elementary and Middle Schools campus and is approximately 2 ½ acres. The Project is a partnership between Bloomington Public Schools (BPS) and the community (facilitated by Bloomington Neighbors Nurturing Nature (BNNN)).

The Overall Project began in August of 2023. We are seeking funding for the “Critical Shorelines” work of the project that has not yet started. That work entails significant shoreline work and is illustrated in accompanying map of Critical Shorelines Areas as well as photos.

The Olson Natural Area Wetland Project is intended to be a five-year school/community restoration and environmental education project. After 5 years, the project will start moving to restoration maintenance and continued growth of the environmental education aspects. All items will be maintained for at least 10 years.

The Project works to restore a degraded freshwater wetland/pond and oak savannah upland while enhancing the environmental education opportunities for Bloomington Public School students. Restoration will 1) improve water quality, 2) decrease shoreline erosion, 3) remove invasive plants, 4) reestablish diverse mix of site appropriate native vegetation to support pollinators, wildlife, and sustainable landscaping, and 5) increase environmental education opportunities for public school students.

Specific strategies:

- Remove buckthorn, invasive vegetation, and inappropriate densities (problematic) of trees to: support native vegetation, reduce plant matter levels entering wetland, reduce shoreline erosion, and improve habitat. Techniques included non-chemical and erosion prevention during the project. Removal will

include hand tool plant removal, occultation, and biological (beetles) control of purple loosestrife. The former strategies have proven successful in other restoration efforts. Contractor will be hired for larger tree removals

- Plant Native Vegetation – plant diverse mix of location appropriate native vegetation to 1) create natural shoreline buffer strip to decrease shore land erosion and excessive plant matter entering pond and 2) create appropriate vegetation throughout the site to support a healthy ecosystem and habitat for pollinators and wildlife. Planting will include native grasses, sedges, emergents, and flowers as well as native shrubs (including hazelnut, American plum, service berry, and prairie rose) and trees (oak, ironwood, and black cherry).
- Grounded in community awareness and environmental education. Restoration events include hands on education focused on healthy ecosystems, and what it takes to restore and maintain. During their time removing invasives and planting natives, adults and youth see the damage of broken natural ecosystems, as well as what a healthy ecosystem entails. Completion of the restoration will provide teachers of the Olson Elementary and Middle Schools a much-improved natural classroom for environmental education opportunities.

At the start of this project in the Fall of 2023, the site was overrun with invasive plants (e.g. buckthorn, honeysuckle, and purple loosestrife) and unmanaged prolific trees, and lacked native vegetation. Monthly community restoration events over the past 1 ½ years resulted in the removal of large amounts of non-native vegetation in preparation for native vegetation plantings. Removal efforts were non-herbicide based. This included 2 tree services companies to donate their time to cut the larger trees. All vegetation debris was moved and piled by volunteers, and school staff hauled the debris to the city site.

Removal of the vegetation highlighted the level of erosion occurring on the site as well as the lack of native vegetation present. The buckthorn and honeysuckle smothered native grasses, sedges, and flowers, leaving the wetland shoreline slopes ripe for erosion.

Last Spring, more than 1,200 plugs of grasses, emergent, sedges and flowers were planted and approximately 1,000 square feet seeded. Native plants were selected for their respective location - water, shoreline, and upland. All seeding, planting, weeding, and watering was completed by community volunteers. Mycorrhizae was used for all plantings.

Project thus far has accomplished:

- at least monthly restoration events, involving more than 70 community members (totaling more than 250 hours)
- removal of many loads of buckthorn, honeysuckle, and other invasive plants (cut, dragged, and stacked by volunteers and hauled away by the School District)
- volunteer services of 2 tree removal companies to remove more than 15 dead and dying ash and overly prolific trees (e.g. black walnut)
- planting of 1,200 native plugs (including emergents, shoreline, and upland plants)
- Installation of erosion control logs and straw
- obtained permit and placed purple loosestrife beetles for biological control
- seeding of approximately 1,000 square feet
- regular sharing of events and progress through Facebook and website
- installation of occultation

One aspect of the continuing project work is the Critical Shorelines work that is needed, and the basis of our grant request. Three shoreline areas around the wetland/pond are in critical shape, with significant erosion, steep banks, invasive plants, and lack native vegetation. To address these areas, BNNN is looking to hire Minnesota Native Landscapes (MNL) to assist in this work. They will be hired to address erosion, complete soil stabilization, and plant diverse mix of emergents within the areas. (Estimate included.) BNNN volunteers will plant and seed the

shoreline and upland areas with diverse mix of site appropriate native sedges, grasses, and flowers. (List of previous natives on the site included.) Mycorrhizae and mulch will be used in plantings.

Proposed schedule

August 2025 – May 2026

- BNNN completes invasive plant removal (including buckthorn, purple loosestrife, cattails, and honeysuckle)

May – June 2026

- Minnesota Native Landscapes completes:
 - Soil grading work and soil stabilization
 - Plants emergent plugs
- BNNN completes:
 - Plant upland and shoreline native plant plugs and seeding
 - Soil stabilization
 - Watering and weeding

June 2026 – June 2027

- BNNN completes:
 - Watering, weeding, infill seeding and biomass harvesting

June 2027 – June 2030

- o BNNN is primary responsible for the first 3 years of maintenance (weeding, infill seeding and planting, and biomass harvesting)
- o BNNN will support the training of staff and transition of maintenance to school staff

- **Severity of the problem:** Describe the severity of the problem to be addressed by the project. If available, show how the problem has been documented in a plan or assessment, such as a Total Maximum Daily Load (TMDL) study, implementation plan, or presence on the [state's list of impaired waters](#). Describe how the problem will be addressed by the project. *Please note: we understand this question can be challenging to answer for applicants who are not conservation professionals. Hennepin County staff are available to help you understand your proposed project in the context of available environmental plans and assessments.*

The Olson Schools Nature Area lies within the Nine Mile Creek Watershed, which is an impaired water body for aquatic life (i.e. chloride levels, benthic macroinvertebrate bioassessments, and fish bioassessments). This is both documented by the DNR on their impaired waters list, as well as numerous Nine Mile Creek and the Lower Minnesota River Watershed Districts reports.

The wetland is designated by the Nine Mile Creek Watershed as a High Priority Wetland – Protection. (Map accompanies application)

Field observations noted:

- Presence of native plants, particularly sedges, Solomon's seal, oaks, and pagoda dogwood
- Large amounts of buckthorn, honeysuckle, cattails, and purple loosestrife
- Dense tree canopies created by over densities of ash and basswood. Many ash are dead or dying.
- Storm water inlet areas show significant amounts of sediment, vegetation debris, and garbage.
- Good bird diversity

The wetland is degraded. Hennepin County's Natural Resources Inventory indicates limited vegetation. The lack of appropriate shoreline buffer and the presence of the stormwater inlets suggest the water quality is compromised, similar to other wetlands and ponds in Bloomington. Since the inception of the project, the City of Bloomington has begun water quality sampling. Water sampling will also be an activity to be completed in future environmental education programs.

The project works to address these problems by restoring the degraded wetland/pond and oak savannah with native plantings. This includes removal of invasive plants, addressing erosion, and planting of site appropriate native vegetation (emergent, shoreline, and upland). By improving soil permeability and rainwater retention and filtration, planting strong root native vegetation, and establishing a natural shoreline buffer, the restoration will 1) improve water quality (reduce sedimentation), 2) decrease shoreline erosion, 3) remove invasive plants, and 4) reestablish diverse mix of site appropriate native vegetation to support pollinators, wildlife, water quality, stormwater management and sustainable landscaping.

- **Project Impact:** Describe how success will be measured and what benefits are anticipated after completing the project. These may include, but are not limited to, sediment captured (pounds/year), total phosphorus captured (pounds/year), stormwater runoff captured (gallons/year), and acres of habitat restored.

List and describe any other quantitative or qualitative impacts of the project such as community members educated and engaged, native plantings installed, potable water offset through stormwater reuse, or invasive species removed.

Within Critical Shoreline Areas:

- Decrease in invasive species
 - Success will be measured by an 75% decrease in buckthorn and non-native species
- Increase in native plants and habitat
 - Success will be measured by native vegetation representing a significant majority of vegetation
- Improved environmental education and outcomes.
 - Success will be measured by survey of teachers and principals. Specially, science teachers' rating site of improvements of environmental education opportunities
- Increased involvement in the restoration project by students, teachers, and community members.
 - Success will be measured by the involvement of more than 40 individual volunteers

In what ways does your project help to [mitigate or adapt to climate change](#) and/or help to [reduce racial disparities](#) in Hennepin County. Climate change is likely to bring more abrupt and challenging situations, such as flash floods or extreme heat, that worsen existing disparities in health and the environment. Projects that hold and infiltrate stormwater, reduce impervious surfaces and/or add trees or native vegetation can increase the resilience of the community to climate change and mitigate disproportionate impacts. If any of your project components address these, or if your project is being implemented in an [area of concern for environmental justice](#) or high climate vulnerability, please note how your project will address these concerns. *Please note: we understand this question can be challenging to answer for applicants who are not environmental professionals. Hennepin County staff are available to help you understand your proposed project in the context of available climate vulnerability and race equity data.*

The project will improve BPS GHG emissions mitigation and climate resiliency.

- ✓ Healthy wetlands and native vegetation contribute to significant carbon sequestration
- ✓ Native plants improve soils retention and filtration of rainwater and prevent erosion
- ✓ Native trees reduce heat island effects

Equity - The student populations of Olson Middle and Elementary Schools are diverse, with ethnic diversities of 38% and 54% respectively.

Project staff, partners and volunteers

- **Staff, partners and volunteers:** List and provide contact information for any partners, staff, and volunteers who will be involved with project implementation. Include a brief description of their background, qualifications, and their expected contributions for the project.

Rod Zivkovich – Bloomington Public Schools ISD 271 District Finance Director. Project Responsibilities: Represent District, provide financial expertise, and facilitate District financial oversight. rzivkovich@isd271.org

Tim Rybak – Bloomington Public Schools ISD271 District Operations Director. Project Responsibilities: Represent District, provide facility and grounds operational and maintenance expertise, and facilitate design approval and implementation of courtyard project by District. Previously supported the Green Club in both their rain garden and tree planting projects as well as the Olson Schools Nature Area restoration project. trybak@isd271.org

Dawn Williams – Bloomington Public Schools ISD #271 Lead Grounds Keeper. Represent District, provide operations expertise, and facilitate project implementation. Previously supported the Green Club in both their rain garden and tree planting projects. dwilliams@isd271.org

BNNN Board Members

Board President Dan Niziolek has 30 years of experience in community engagement (as a City of Minneapolis and Saint Paul employee and community leader.) This entails organizing and facilitating hundreds of community members in community improvement projects.

Recent efforts include securing funding for and facilitating Bloomington Kennedy High School Tree Planting effort (\$10,000 grant secured and managed, coordinated with Administration, partnered with student Green Club, recruited and managed community volunteers, environmental education and communications, facilitated project and meetings, and project management), Bloomington Kennedy High School Courtyard restoration project (\$53,000 grants secured and managed, partnering with Administration and Green Club, facilitate participatory meetings, hire and manage consultant, and project management). Marsh Lake Park Restoration Project (recruiting and managing community volunteers, coordinating with city staff, partnering with Scouts, and regular communications), Olson Schools Nature Area Restoration Project (coordinate with school staff, recruit and manage community volunteers, secured \$11,000 in grants, meet with PTA, regular communications, project and grant management).

Board Members Tom Fahey and Matthew Hallet are leading restoration efforts on City Bloomington Park properties (Forestry Glen Park and Nine Mile Creek respectively). Their expertise and experience include coordinating and working with city staff, recruiting and managing community volunteers, securing grant funds, education, and promoting and running events.

Board Member Heidi Niziolek has many years of experience leading community volunteer projects. Recent efforts include leading Winchester Pond improvement project, including recruiting volunteers, regular educational communications, coordination with the city, project and grant management, and securing \$25,000 for native plantings, floating islands to improve water quality in neighborhood pond, rain gardens.

Board Member Laura Peterson is a Master Naturalist and has participated in numerous restoration events and provides valuable organizational operation guidance.

Recruited community volunteers. Responsibilities include volunteering of implementation of the project.

Responsibilities - will provide experience and expertise in outreach, community organizing and engagement, environmental design, meeting facilitation, grant management, and project management. Previous individual and collective efforts have engaged thousands of community members in all types of community led projects that have created significant improvements within diverse neighborhoods and communities.

BloomingtonNNN@gmail.com 612-222-8580

Minnesota Native Landscapes (MNL) Ecological restoration and native species landscaping. A full-service ecological restoration company. Our capabilities range from large-scale restoration and bioengineering to native seeding and solar energy projects. 8740 77th St NE, Otsego, MN 55362 Phone: (763) 295-0010

Budget

- **Budget:** Provide a budget for the project including total costs broken down by tasks and the amount requested through this Good Steward grant application. Describe how the costs were estimated. In addition, provide the following breakdown:

Estimates based on MNL bid as well as previous restoration at Olson Schools Nature Area and other restoration projects in Bloomington (working with MNL and Natural Shores for native plugs.)

○ Total project cost:	\$27,346	
• Soil grading and stabilization (MNL)		\$2,515
• Emergent plants and labor (MNL)		\$17,927
• Shoreline and upland plants (plugs, mycorrhizae and mulch)		\$3,844
• Shoreline and upland seeding (plugs and labor)		\$2,300
• Invasive plant removal (labor)		\$625
• Vegetation hauling and disposal		\$135
○ Good Steward grant request:	\$20,442	
• Soil grading and stabilization (MNL)		\$2,515
• Emergent plants and labor (MNL)		\$17,927
○ Other match funding sources: \$6,904		
• Lower Minnesota River Watershed Grant (secured) \$3,144	\$3,144	
• Shoreline and upland plants (plugs, mycorrhizae, mulch)		\$1,644
• Shoreline and upland seeds		\$1,500
• Minnesota River Valley Audubon Chapter Grant (secured) \$2,200	\$2,200	
• Shoreline and upland plants (plugs)		\$2,200
• BNNN \$1,560	\$1,560	
• Invasive plant removal (25 hours @\$25)		\$625
• Planting and seeding (32 hours @\$25)		\$800
• ISD #271		
• Vegetation debris haul and disposal (1 load)		\$135

- **Match funding:** Is a monetary or in-kind match provided or being sought. If your project includes match dollars, please describe the entity providing those dollars, what is being provided, whether it is monetary or in-kind, and in what amounts. Describe the status of the matching fund (e.g., if additional grant funds are being sought or are already secured). Attach supporting documents where necessary.
- **Local commitment:** Describe the decision-making process used to select the project. That is, why was this project chosen over other solutions? List if and where the proposed project is identified as a priority by a local, state, and/or federal government agency that manages natural resources, such as in a state-approved watershed management plan or a local comprehensive plan. *Please note: we understand this question can be challenging to answer for applicants who are not conservation professionals. Hennepin County staff are available to help you understand your proposed project in the context of available environmental plans and assessments.*

A number of reasons drove Bloomington Public Schools and Bloomington Neighbors Nurturing Nature selection of the Olson Schools Nature Area Restoration Project:

- 1) The wetland is designated by the Nine Mile Creek Watershed as a High Quality Wetland – Protection.
- 2) Nine Mile Creek is an impaired public water
- 3) Qualities and potential of the freshwater wetland/pond
- 4) Opportunity to create a strong environmental education site adjacent to public high, middle, and elementary schools

- 5) Adjacent to a site that allows for continued restoration efforts and creation of more environmental education opportunities.
- 6) Ability to serve as a demonstration project for the District
- 7) And specific to the Critical Areas work – the intense need for these 3 identified areas

Other information

Provide a short summary of any other information that may be pertinent to the project and the county evaluation process of your application. This information may serve as a tiebreaker during the evaluation process.

Terms and conditions

As part of the application process, you will be asked to provide your tax identification number or social security number. These numbers will be made available to federal and state tax authorities and state personnel involved in the payment of county obligations, including delinquent tax liabilities. The purpose of this application is to authorize the collection of the information necessary to make a preliminary eligibility determination. This application is not a binding contract on either party. By signing this application, the landowner(s) agrees to grant Hennepin County representatives permission to visit the parcel and to provide other ownership and title documents requested by Hennepin County during this determination.

Dan Niziolek

Insert e-signature or type name

1/23/2025

Date



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 18, 2025

Agenda Item

Item 7. J. - Revised Process for Citizen-initiated EAWs (Environmental Assessment Worksheets)

Prepared By

Linda Loomis, Administrator

Summary

On May 28, 2025, the Board of Managers was informed that the Environment Omnibus Bill working group had reached an agreement to include language in the bill specifically addressing a revised process for citizen-initiated Environmental Assessment Worksheets (EAWs).

In response, President Barisonzi prepared a letter intended for Hennepin County, which was circulated to the Board for review. The letter is now presented for Board approval and authorization for distribution. The Board may also identify and designate additional entities to receive the letter, beyond Hennepin County.

Attachments

Letter dated May 29, 2025 – A Deeply Flawed Change to Citizen-Initiated Environmental Review – Our Voice is being removed.

Recommended Action

Motion to approve letter and authorize distribution to appropriate agencies

May 29, 2025

Subject: A Deeply Flawed Change to Citizen-Initiated Environmental Review – Our Voice Is Being Removed

Dear Board Members,

Following the recent update from our legislative representative regarding the environment omnibus agreement, I want to raise a serious concern about one provision that I believe significantly weakens local environmental oversight.

Specifically, I'm referring to the revised process for citizen-initiated Environmental Assessment Worksheets (EAWs). This change was apparently negotiated between legislative leadership, the MPCA, and the Minnesota Chamber of Commerce—but without meaningful input from watershed districts like ours.



Under the proposed new process, occupants of this home would have no ability to petition for environmental review of upstream county actions—even when those actions directly contribute to the erosion threatening their property.

As President of this Board, I feel obligated to call attention to how this language undermines both our authority and our ability to protect the communities and ecosystems we serve. Here's why I believe this provision is deeply flawed:

1. Geographic Limits Silence Key Stakeholders

Only allowing residents or landowners in or near the project area to sign a petition excludes many stakeholders, including people who might be affected downstream, recreational users, and environmental experts who live elsewhere.

The policy would effectively ignore regional interdependence. Downstream towns, tribal governments, and scientific institutions outside the petition boundary may have critical expertise or be directly impacted, but are locked out of the process.

2. Watershed Districts Are Shut Out

Most concerning to me: this process bypasses local watershed districts like ours. Even when we are directly impacted by a proposed project—whether through increased runoff, habitat degradation, or water quality risks—we are not automatically consulted or empowered to call for an EAW. Our technical expertise and local knowledge are completely left out of the process. That's a serious problem.

And yet, we're still expected to deal with the consequences. If a project leads to erosion, flooding, or water contamination, it's our local taxpayers—our residents—who will pay for the clean-up, the mitigation infrastructure, or the loss of ecological services. We're being stripped of the ability to advocate on behalf of our constituents while being left with the costs. That's fundamentally unfair and fiscally irresponsible.

3. 100 Signatures Is Unreachable for Many

Requiring 100 people from within the county or an adjoining one sounds reasonable in theory,

but in rural or lower-population areas, this is an enormous hurdle. Organizing that many people, especially before a project is finalized, is no small task, particularly for marginalized or under-resourced communities.

4. It's Still Up to the Government Agency to Decide

Even if a petition meets the threshold and provides credible evidence, the responsible governmental unit (RGU) can still deny the request. There's no guarantee of an EAW—just a promise to consider it. That leaves far too much discretion in the hands of agencies that may be under political or financial pressure to greenlight projects.

5. Short Timelines Undermine Thorough Review

A 15-day window (extendable to 30) is too short for an RGU to seriously evaluate whether a project might have significant environmental effects, especially in complex or controversial cases.

6. It Discourages Citizen Engagement

The process places the burden of proof on the public, often requiring “material evidence” that ordinary people aren't equipped to provide without lawyers, consultants, or scientists. It's a system that favors developers and disadvantages the very communities we're supposed to serve.

In short, this provision gives the illusion of accountability and public input, but in practice, it makes it harder, not easier, for residents, communities, and even local watershed boards to raise legitimate environmental concerns before it's too late.

As a board tasked with protecting our watershed, I believe we should be advocating for a more accessible, transparent, and community-centered process. We need to make it easier for the public—and for local governing bodies like ours—to raise the flag when projects could harm our shared environment.

I recommend we consider issuing a formal position to the EQB or legislature urging reform of the EAW petition rules—specifically, to expand who may petition, reduce the threshold, and ensure that local watershed boards are notified and empowered to participate in the review process.

Best,



Joseph Barisonzi
Board Member, LMRWD



Expansion of EISS Subcontracting Team

Evergreen International Sustainability Solutions (EISS) is pleased to inform the Board of the expansion of our subcontracting team. Historically, EISS has engaged individuals with deep expertise in media, life cycle assessment, and technical communication to support its consulting work. In June 2025, we added an experienced IT and automation specialist to our team. This professional brings advanced proficiency in Microsoft Power Automate, Microsoft 365, and low-code/no-code automation solutions tailored for organizations like LMRWD.

The contractor will contribute part-time across multiple EISS contracts but will also support LMRWD internal operations, specifically by developing tools that streamline administrative tasks. Initial work for LMRWD will focus on:

- Automating invoice processing through Bill.com and SharePoint
- Developing a standardized workflow for agenda preparation
- Creating automated connections across email, calendar, and document storage platforms (e.g., SharePoint, Outlook, and the LMRWD website)

This work falls within the current scope and budget of the approved EISS contract. No additional charges will be made to the LMRWD beyond what has already been allocated. *If significant new projects or needs emerge as this work evolves, a new scope of work and budget will be presented to the Board for review and approval.*

As required by the terms of our agreement, I am notifying and *requesting prior written approval from the Board before initiating this subcontracting arrangement of Matt Gallagher of OK Computer to interact with the LMRWD account.*

Memo

Prepared by District Administrator (Will Lytle)

Time/Date: 7:00pm, June 18th, 2025



Grant Correspondence

We Are Water MN traveling exhibit in 2026!

Deadline: July 12, 2025

[We Are Water MN](#) is a traveling exhibit and community engagement initiative. Interactive displays share messages about water through personal narratives, historical materials, and scientific information. Public programming builds community relationships with and responsibilities to water. The program is looking for organizations to join us in this work by hosting the exhibit. More information about program structure and the application process are posted on [the project webpage](#). Applications are due July 12, 2025, for a planning and hosting period that runs from October 2025 to December 2026.

In 2026, We Are Water MN will join the Mississippi Centennial Celebration: Sacred Water, Shared Future. This initiative honors the Mississippi River and its amazing recovery since 1926, when the first water quality survey of the river found a nearly dead ecosystem with only three live fish in 50 miles of river. To this end, we may give special consideration to applications from communities situated on the Mississippi River or its tributaries—but ALL communities are always welcome to apply!

We are Water MN is led by the Minnesota Humanities Center and the Minnesota Pollution Control Agency, in partnership with the Minnesota Historical Society; the Board of Water and Soil Resources; the Minnesota Departments of Agriculture, Health, and Natural Resources; and University of Minnesota Extension. The program is funded, in part, with money from the Clean Water, Land & Legacy Fund and by the National Endowment for the Humanities.

Memo

Prepared by District Administrator (Will Lytle)

Time/Date: 7:00pm, June 18th, 2025



Application period now open for Spring 2026 Lawns to Legumes Grants

Contact: Mary Juhl; mary.juhl@state.mn.us, 612-358-5733

June 16, 2025

ST. PAUL, Minn. — Anyone who lives in Minnesota and has an outdoor space for planting is eligible to [apply](#) for a spring 2026 Lawns to Legumes grant.

The Lawns to Legumes program aims to increase habitat for at-risk pollinators in residential settings across the state by providing reimbursement-based funding, workshops, coaching and gardening resources. People who live in Minnesota and have a yard, deck, or other outdoor space for planting can apply to be reimbursed for up to \$400 in costs associated with establishing new pollinator habitat. The program is available to both Minnesota homeowners and renters.

HOW TO APPLY: Lawns to Legumes is administered by the Minnesota Board of Water and Soil Resources (BWSR) in partnership with Blue Thumb – Planting for Clean Water. [Apply for spring 2026 grants on the Blue Thumb – Planting for Clean Water’s website.](#)

“Lawns to Legumes allows Minnesotans to take a hands-on approach to protecting at-risk pollinator populations,” said BWSR Executive Director John Jaschke. “Even small plantings in yards or boulevards make a difference for Minnesota’s pollinators.”

Applications will be accepted through Nov. 30. If you previously applied for the program and did not receive an award, you will need to reapply to be considered for spring 2026 funding.

More than 10,000 residential habitat projects across all 87 Minnesota counties have been completed since the program launched in 2019. Lawns to Legumes also shares [online resources](#) such as gardening templates, habitat guides, and advice about selecting native plants for all Minnesotans interested in creating pollinator habitat in their yards. The state’s general fund supports Lawns to Legumes.

For more information about Lawns to Legumes, visit BWSR’s [website](#).

Memo

Prepared by District Administrator (Will Lytle)

Time/Date: 7:00pm, June 18th, 2025



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

The Administrator recommends that the Board authorize staff to (1) circulate the “We Are Water MN” and “Lawns to Legumes Grants” call for applications to the LMRWD’s distribution list and (2) provide letters of support, as requested, for eligible watershed partners applying to host the activities in 2026.

Distribution of Managers

Background

The LMRWD drafted and shared a resolution along with a letter from President Barisonzi to the Scott County Commissioners, encouraging them to support the expansion of the LMRWD Board by one seat that would be allocated to Scott County in recognition of their significant interaction with land, residents, and businesses with the watershed district. This offered approach was a compromise that emerged from decades of discussion and even more recent action by the LMRWD Board to align with Scott County. On June 3rd, Scott County Commissioners and staff held a working group to discuss their interaction with the LMRWD. Administrator Lytle and Manager Williams were present and active during the meeting discussion which reviewed and considered further options outside of adding another manager seat to the LMRWD Board.

Recommendation

Although this situation requires no formal response, the Administrator recommends that the LMRWD Board utilize this situation as an opportunity to reconnect with the public, government officials, those directly and indirectly levied by the district, and those seeking streamlined administration within and beyond Scott County. This reengagement is well suited to the stage the district is entering for preparing the next generation Watershed Management Plan. Further communications between Manager Williams, the county liaison, or other county decision makers will be documented and responded to thoughtfully and thoroughly.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 18, 2025

Agenda Item

Item 7. D. – Appointments to Citizen Advisory Committees

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD recently received two applications from residents interested in serving on the Citizen Advisory Committee (CAC). After reviewing the applicants' backgrounds, experience, community involvement, and geographic representation within the watershed, LMRWD consultants recommend their appointment to the CAC.

Background information on the applicants, along with Resolution 25-07 – *2025 Citizen Advisory Committee Appointments*, is attached. The Board is requested to make a motion to adopt Resolution 25-07.

Attachments

- Technical Memorandum – *New Applicants for the LMRWD Citizen Advisory Committee* dated June 11, 2025
- Resolution 25-07 – *2025 Citizen Advisory Committee Appointments*

Recommended Action

Motion to adopt Resolution 25-07 – *2025 Citizen Advisory Committee Appointments*

RESOLUTION 25-07

RESOLUTION OF THE LOWER MINNESOTA RIVER WATERSHED DISTRICT BOARD OF MANAGERS

2025 Citizen Advisory Committee Appointments

Manager _____ offered the following Resolution and moved its adoption, seconded by Manager _____:

WHEREAS, pursuant to Minnesota Statute 103D.331, the Lower Minnesota River Watershed District (LMRWD) Board of Managers must annually appoint a Citizen Advisory Committee (CAC), organized to assist the LMRWD Board of Managers on matters affecting the interests of the watershed district; and

WHEREAS, the CAC is organized to assist the LMRWD Board of Managers on matters affecting the interests of the watershed district; and

WHEREAS, statute requires the committee consist of at least five (5) members; and

WHEREAS, the LMRWD recently received two applications for the CAC; and

WHEREAS, LMRWD consultants, on behalf of the LMRWD have reviewed the applicant's background, experience, community service and geographic representation within the watershed and recommends the appointment.

NOW, THEREFORE, BE IT RESOLVED that the Lower Minnesota River Watershed District Board of Managers hereby appoint the following individuals to the 2024 Citizen Advisory Committee:

Jay A. Hoekstra

Kyle Bakkum

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"/>
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"/>
WILLIAMS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(signatures on following page)

Upon a vote being taken, the President declared Resolution 24-12 adopted by the Board of Managers of the Lower Minnesota River Watershed District this 21st day of August 2024.

Joseph Barisonzi, President

ATTEST:

Lauren Salvato, Secretary



Recommendation for Revising CAC and TAC Appointment Process

Summary:

As the LMRWD embarks on the update to its Watershed Management Plan (WMP), the role of the Citizens Advisory Committee (CAC) and Technical Advisory Committee (TAC) will become more central. The WMP update requires routine engagement with both bodies, which increases the importance of ensuring diverse representation, relevant stakeholder involvement, and complementary skillsets across each committee.

Administrative Process Adjustment:

Currently, committee appointments are made through an internal administrative process, where staff receive and present nominations directly to the Board. While this approach has functioned adequately, it does not systematically account for representation gaps, evolving needs, or stakeholder diversity.

This recommendation is not a reflection on the merit of current or pending applicants, but rather a proactive improvement in process.

Proposed Change:

We propose a transition to a more participatory and transparent appointment process. Specifically, future nominations to the CAC should originate from the CAC itself, using a documented matrix that identifies desired areas of representation, technical background, lived experience, and other relevant expertise. This would allow the CAC to assess needs holistically and recommend new members accordingly. All nominations would still require final Board approval.

For the TAC, a similar matrix-based vetting process is proposed, managed by the Administrator in consultation with agency partners and key stakeholders, to ensure alignment with technical needs of the WMP and project work.

Proposed Motion (if Board action is required):

Motion to encourage the Citizens Advisory Committee (CAC) and Technical Advisory Committee (TAC) to develop an evaluation matrix to assess current representation and identify future membership needs, and to utilize this matrix in bringing forward future nomination requests to the Board for consideration and appointment.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, June 18, 2025

Agenda Item

Item 7. C. – Seminary Fen Ravine Stabilization – Ravine C-2 Update

Prepared By

Linda Loomis, Administrator

Summary

In August 2018, the City of Chaska identified several ravines contributing sediment to the Seminary Fen wetland complex. At that time, the City approached the LMRWD to request that stabilization projects for these ravines be incorporated into the LMRWD Watershed Management Plan. In response, the LMRWD included the ravine stabilization efforts in its Implementation Plan and allocated funding in the Implementation Program Budget based on cost estimates provided by the City.

The City has since been working toward stabilizing Ravine C-2. A feasibility report was completed, and the City successfully secured grant funding for the project. As the project advanced into the design phase, the estimated cost increased beyond the available funding. This increase is primarily due to the addition of a water quality treatment component to the stormwater collection system and the identification of an additional head-cut, which has now been included in the stabilization scope.

This project is a collaborative effort between the City of Chaska, the Carver County Watershed Management Organization, and the LMRWD. Representatives from all three partners met on Wednesday, June 11, to discuss the current funding shortfall, which totals \$244,000. It was proposed that each partner contribute one-third of the shortfall—approximately \$80,000 each. The LMRWD has allocated \$80,000 for this project in its current budget. A breakdown of the most recent funding plan follows:

Overall Funding Plan	
Engineering (Engineer Estimate)	\$ 210,000
Grants (BWSR/CCWMO)	\$ (140,000)
Unfunded Engineering	\$ 70,000
Construction (Engineer Estimate)	\$ 989,000
Grants (BWSR)	\$ (815,000)
Unfunded Construction	\$ 174,000
Total Unfunded Cost	\$ 244,000

Although the stabilization work lies outside the LMRWD’s jurisdictional boundaries, the Seminary Fen area receiving the sediment is within the District. The Board is asked to consider whether to participate financially in the project and, if so, to determine the amount of funding to be contributed.

Attachments

City of Chaska Comprehensive Project List for Financial Assistance From the LMRWD (August 2018)

[C2 Seminary Fen Ravine Feasibility Report dated February 2022](#)

Recommended Action

Motion to approve funding contribution as determined by the Board and to authorize preparation of a cooperative agreement between the LMRWD, City of Chaska and the Carver County WMO.

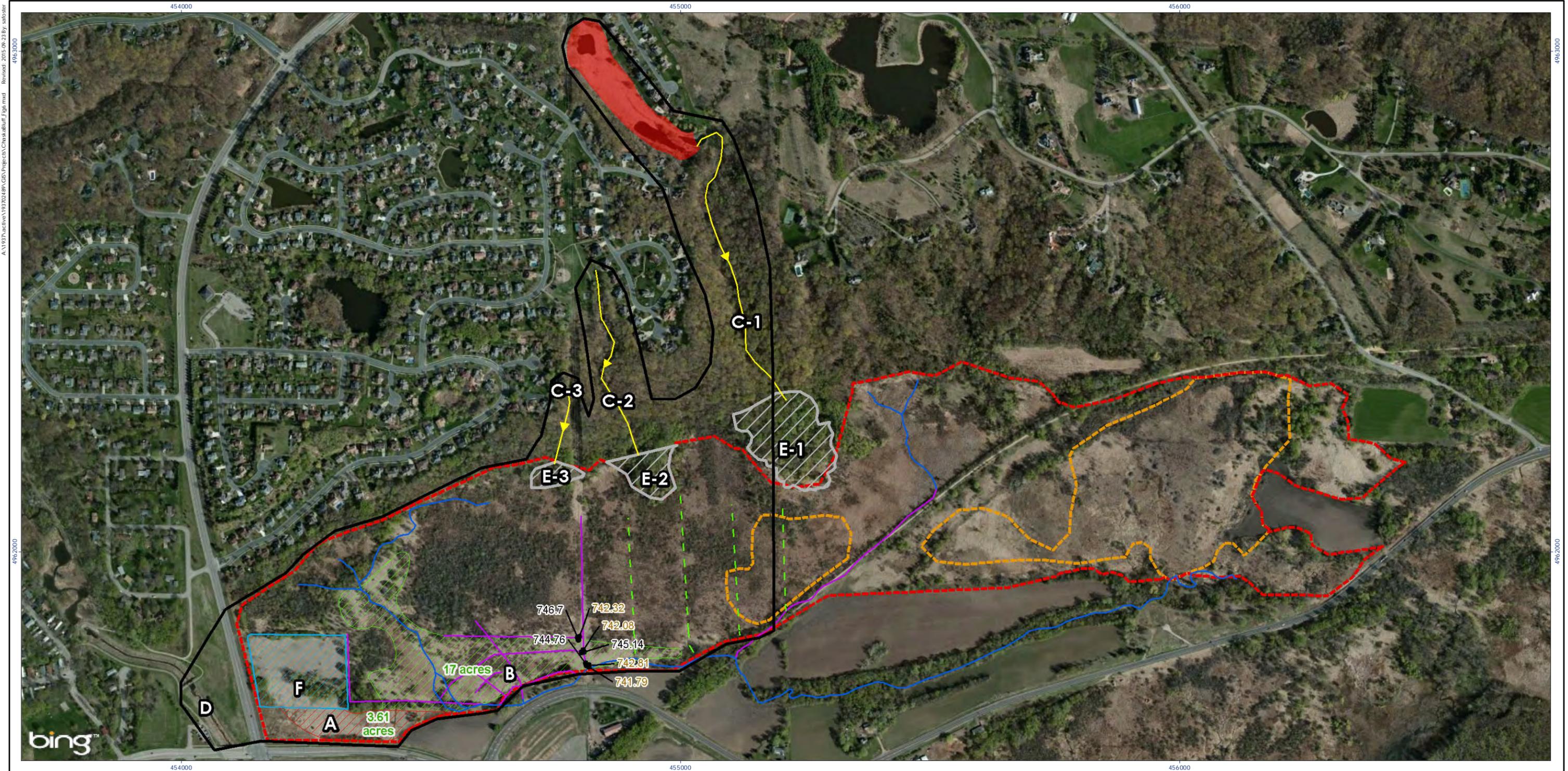
CITY OF CHASKA COMPREHENSIVE PROJECT LIST FOR FINANCIAL ASSISTANCE FROM THE LOWER MN WATERSHED DISTRICT

Map ID*	Project Name	Description	Ranking, Comments	Requested Amount from Lower MN (Schedule)
A	<p>Seminary Fen Restoration Site A</p> <p>Property Purchase and Wetland Restoration (Alternative Options - Easement or Agreement with property owner to restore wetland)</p>	<p>It is recommended that the 3.61 acres of wetland that exist at the intersection of Engler and Audubon are purchased and restored. As an option to purchase easements could be obtained from property owner (First Minnetonka Bank) to allow it to be restored. This is the only privately owned portion of the Seminary Fen Wetland Complex that remains. The site is next to a 6 acre wetland restoration that was completed by the City of Chaska in partnership with the MNDNR. The area that requires restoration is dominated by reed canary grass and thus offers the greatest threat to the rare plants of the Seminary Fen Wetland Community.</p>	<p>High – This ranks as a high priority action because without invasive species control at this location, other efforts to restore vegetation in the wetland will continue to be threatened in the future by the source of reed canary grass at this site. It provides an immediate threat to the wetland restored by the City in 2013 (see location on attached map).</p>	<p>\$75,000 Purchase, Design and Construction (2017 – 2020 dependent on other funding)</p>
B	<p>Seminary Fen Restoration Site B</p>	<p>From Falls Curve Road to Old Highway 12 there is a 17-acre swath of wetland that is predominantly reed canary grass. This appears to be the only area north of the trail that still has a functioning drainage</p>	<p>High – This ranks as a high priority project because the reed canary grass of this area provides the greatest threat to the adjacent unique plant community of the Seminary Fen</p>	<p>\$75,000 Design and Construction (2017 – 2027 date dependent on other funding)</p>

		system within the wetland that is partially draining the wetland complex. Wetland restoration would involve disabling the drainage system and restoring vegetation.	Wetland complex. Ditch blocking will help to restore the hydrology of the wetland and may also have a secondary benefit of reducing the flashy flows to Assumption Creek.	
C-2 and C-3	Seminary Fen Ravines Site C-2 and C-3 Studies	Seminary Fen Ravine Sites C-2 and C-3 on the attached exhibit are actively discharging sediment into the Seminary Fen Wetland Complex. It is recommended that a ravine study be conducted to estimate sediment contribution to the Seminary Fen, provide approaches and cost estimates for correcting the erosion problems, and identify potential funding sources. This information will be utilized to help secure future grants. Priorities of ravine stabilization efforts along the bluff could also result from the study.	C-2, High – This ranks as high because this ravine is actively eroding and contributing sediment loads to the seminary fen wetland complex. C-3, Moderate/High – A review of this ravine and stabilization options should be after C-2 is completed. This site is contributing less sediment to the seminary fen wetland complex than C-2, but still is a contributor.	C-2 Ravine Study: \$30,000 (2017 – 2027 dependent on funding) C-3 Ravine Study: \$30,000 (2017 – 2027 dependent on funding)
C-2 and C-3	Seminary Fen Ravines Site C-2 and C-3 Design and Construction	Ravine Sites C-2 and C-3 on the attached exhibit are actively discharging sediment into the Seminary Fen Wetland Complex. This project will involve completing the final design and construction of these projects.	C-2, High – This ranks as high because this ravine is actively eroding and contributing sediment loads to the wetland. C-3, Moderate/High – Secondary to C-2 due to reduced sediment loads.	C-2 Design/Construction: \$75,000 - \$100,000 (2019 – 2027 dependent on funding) C-3 Design/Construction: \$75,000 - \$100,000 (2019 – 2027 dependent on funding)

D	Assumption Creek Hydrology Restoration Study	It is believed that Assumption Creek at one time had more flow than it currently has today. Assumption Creek is a trout stream, and groundwater discharge is important to maintain temperatures for the trout. It has been reported that portions of the creek dry out periodically. It is unknown exactly what may have reduced the hydrology. It may have been the U.S. Army Corps of Engineers Channel, historic creek rerouting for the brick factory, road construction, or other development impacts. It is recommended that a study be conducted to look at opportunities to resupply groundwater hydrology to the creek.	Moderate – This is moderate priority because the hydrology alteration has already occurred, and there is no immediate threat to additional loss of hydrology to the creek.	Assumption Creek Hydrology Restoration Study: \$30,000 (2019 – 2027 depending on funding)

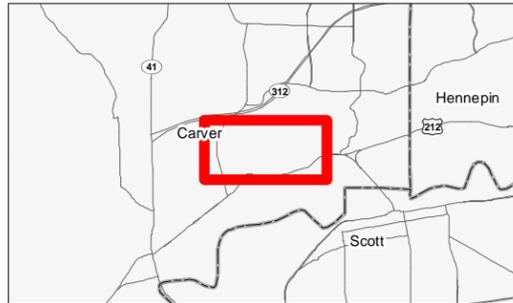
* Map ID numbers refer to Attached Figure



A:\1937\active\193702489\GIS\Projects\Chaska\Bluff\Fig1.mxd Revised: 2016-09-23 By: safoster 4963000

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- Legend**
- Project Site
 - Seminary Fen Wetland Complex (B)
 - Calcareous Fen (Southeastern)
 - Sedimentation Plumes (E-1, E-2, E-3)
 - Barr Restoration and Management Data
 - Natural Drainageway
 - Potential Tile (No tile observed)
 - Surface Ditch
 - 745.14 Ditch Top Elevations
 - 742.32 Ditch Bottom Elevations
 - 2013 Wetland Restored (F)
 - Seminary Fen Restoration Site A - Wetland Purchase and Restoration
 - Seminary Fen Restoration Site B - Wetland Restoration
 - Hazeltine Bluff Wetland
 - Seminary Fen Ravines (C-1(completed), C-2, C-3)



Notes
 1. Coordinate System: NAD 1983 UTM Zone 15N
 2. Data Sources Include: Stantec, USGS, and ESRI
 3. Orthophotography: Microsoft Corporation, with permission

Figure No. **1**
 Title **City of Chaska Project Map for Lower Minnesota Watershed District**
 Client/Project **City of Chaska**
 Project Location **1116, R23, S34 C. of Chaska Carver Co., MN** 193702489
 Prepared by CS on 2015-03-05
 Technical Review by JS on 2015-09-18



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LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, June 18, 2025

Agenda Item

Item 7. B. – Study Area #3 Update

Prepared By

Linda Loomis, Administrator

Summary

Progress on this project is ongoing. We have obtained the Huelers' signature on the subdivision application, which has been submitted to the City of Eden Prairie. A property survey, including legal descriptions for both parcels, has also been provided to the City. Additionally, a tree survey has been completed and submitted. However, the City has requested that the survey specify which trees are slated for removal. This information is necessary to determine the number of significant and heritage trees affected, which will inform the tree replacement requirements. The Lower Minnesota River Watershed District (LMRWD) will be able to provide detailed information on tree removal once the 90% design is finalized. The project engineer anticipates that this design will be ready by June 27.

The City has requested a signed and notarized deposit agreement, which is attached. While the City is not requiring the LMRWD to submit a deposit upfront, it will directly bill the District for expenses such as postage, newspaper notice fees, attorney time, and certain staff time. By signing the agreement, the LMRWD acknowledges and agrees to this billing arrangement. The Board is asked to authorize President Barisonzi to execute the agreement on behalf of the District.

In regard to project financing, I have consulted with Shannon Sweeney of David Drown Associates, the District's financial consultant. To finance the LMRWD's share of the project, the District will need to obtain a municipal credit rating and engage bond counsel. Mr. Sweeney has recommended Taft Law for this role and has reached out to them on the District's behalf.

Attachments

City of Eden Prairie Deposit Agreement

Recommended Action

Motion to authorize President to execute the Deposit Agreement

CITY OF EDEN PRAIRIE
DEPOSIT AGREEMENT

THIS AGREEMENT is made and entered into on the 18th day of June, 2025, by Lower Minnesota River Watershed District. ("Applicant") for the benefit of the City of Eden Prairie, a Minnesota Municipal corporation ("City"). **WHEREAS**, Applicant has applied to City for the following approval(s) or action(s)

- a. Subdivision
- b. Rezoning
- c.
- d.

(The "Requested Approvals"); and,

WHEREAS, in conjunction with City's review of the Requested Approval, City may incur costs, including administrative, planning, engineering, and other consulting costs, and City requires a guaranty that such costs will be paid by Applicant; and

WHEREAS, Applicant acknowledges the receipt of a benefit from City's review of the Requested Approval and from City's Review Costs;

NOW, THEREFORE, Applicant agrees as follows for the benefit of the City:

1. Deposit. Applicant has made the following development deposit required for the Requested Approvals listed above, consistent with Resolution 93-6 (all such deposits hereafter collectively referred to as the "Deposit Funds"):

Deposit Amount \$0

Deposit amount is based on Total Acres , except for Administrative Subdivisions (Combination / Subdivision or Lot Line Adjustments)

2. Use of Deposit Funds. City may, at any time, draw upon the Deposit Funds to pay Review Costs for the Requested Approvals. City shall determine the Review Costs based upon the rates listed in the most current fee schedule adopted by the Eden Prairie City Council. The fee schedule is subject to change by the City Council, without notice to the Applicant.

3. Conditions of Deposit. The following conditions shall apply to the Deposit Funds:
 - a. Administrative hourly rates for processing applications shall be charged at a flat rate of \$100.00 per hour.
 - b. Payment shall be made to City consultants, including but not limited to, engineering, legal and planning, in the amounts billed, according to the customary consulting rates in effect at that time. Such consulting services or costs shall reasonably and necessarily relate to the subject matter of the Requested Approval, as determined by City in its sole discretion.
 - c. Payment shall be made to cover costs relating to public hearing mailings.
 - d. City shall not be responsible for paying any interest on the Deposit Funds.
 - e. If in the discretion of City, there is deemed to be an inadequate balance in Applicant's deposit account to pay for all the Review Costs incurred or to be incurred by City, City will notify Applicant of the need for additional Deposit Funds. Applicant agrees to make such additional deposits within ten (10) days of mailing of such notice.
 - f. No Requested Approval will be acted upon or processed by any City personnel until all Deposit Funds due at the time of original submission, or which thereafter become due pursuant to subparagraph 3.d., have been paid in full.
4. Positive Balances in Account. In the event there is a positive balance in the deposit account and there is (a) completion of the development process, either in the form of final approval or final denial of the Requested Approvals, or (b) an application is withdrawn, in writing, by Applicant, then the balance shall be paid to Applicant within ninety (90) days of receipt by City of a written request by Applicant for payment.
5. Accounting. Upon Request by Applicant, City will provide an accounting of all expenses charged against the account, but in no event more often than once every 30 days. An accounting will be provided when City notifies Applicant of a requirement for additional deposits and when the account is closed.
6. Application Fees. Applicant understands and agrees that the Review Costs and Deposit Funds are in addition to, and not in lieu of, City application fees.
7. Breach. In the event of breach of any terms of this Agreement by Applicant, City may, at its option, cease processing any Requested Approval which has been submitted by Applicant



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, June 18, 2025

Agenda Item

Item 7. A. - Dredge Management

Prepared By

Linda Loomis, Administrator

Summary

On June 3, 2025, the LMRWD was notified by CHS Inc. that environmental testing of sediments scheduled for removal from the barge slip revealed manganese levels exceeding allowable limits. CHS Inc. promptly informed the LMRWD upon discovering the exceedance. Legal counsel and technical consultants were immediately brought into the discussion.

Due to the elevated manganese levels, the dredged material does not meet Tier I standards and will require more costly disposal. Legal counsel has advised that materials exceeding the allowable limits be segregated from compliant materials on-site. However, this may present logistical challenges, as dredged materials from barge terminals must be contained and cannot be stacked in the same manner as main channel materials

Taylor Luke of LS Marine noted that the manganese levels in this year's dredged material are consistent with previous years. The issue arises from the Minnesota Pollution Control Agency (MPCA) having recently lowered the allowable threshold—potentially below natural background levels.

The LMRWD is coordinating a meeting this week with all relevant parties, including legal counsel, LS Marine, terminal operators, and technical consultants, to discuss the situation and explore viable management options.

At a minimum, the license agreement between the LMRWD, Cargill, CHS Inc., and Riverland Ag Corporation should be updated. Riverland Ag Corporation is now known as Savage Riverport.

Attachments

Amended and Restated Non-Exclusive License Agreement by and among the LMRWD, Cargill Inc. CHS, Inc. and Riverland Ag Corporation

Recommended Action

Motion to authorize updating the License Agreement

AMENDED AND RESTATED NON-EXCLUSIVE LICENSE AGREEMENT

This Amended and Restated License Agreement (the “Agreement”), by and among the Lower Minnesota River Watershed District (“Licensor”) and Cargill, Incorporated (“Cargill”), Riverland Ag Corporation (“Riverland”) and CHS, Inc. (“CHS”) (individually “Licensee” and collectively, “Licensees”), is hereby entered into and effective this 13th day of December, 2017 (the “Effective Date”).

Witnesseth

Whereas, Cargill, Riverland and CHS entered into a Non-Exclusive License Agreement effective August 8, 2014 and a first amendment effective August 15, 2014 (“2014 Agreement”)

Whereas, Cargill, Riverland and CHS desire to amend and restate the 2014 Agreement (“Original Agreements”) in its entirety and to incorporate certain agreed upon changes and clarifications.

RECITALS

1. Licensor is the owner of a certain parcel of real property located at mile 14.2 of the Minnesota River, as shown on the site map attached hereto as Exhibit A. Licensor has granted Licensees access to a portion of the property for the placement of private dredge material. Under this Agreement, Licensor intends to grant a license (“License”) to each Licensee to access and use the portions of the parcel labeled and marked on the map attached as Exhibit A as the “West River Access”, the “Private Dredge Containment - 48,400cy est. capacity (2 acres x 15 foot maximum height of deposit),” and “Proposed Onsite Access Roads” (the “Licensed Premise”).

2. Each Licensee intends to access and use the Licensed Premise to conduct Operations (defined herein) permitted by the terms of this Agreement, including placing, storing, decanting, and removing Dredge Material (as defined herein) onto, around, or from the Licensed Premise, except the Proposed Onsite Access Roads (as marked on the map attached as Exhibit A) may be only used for ingress and egress.

3. Licensor has agreed that each Licensee may deposit and store Dredge Material in the Private Dredge Containment within the Licensed Premise, only as needed until it can be moved off of the Licensed Premise, pursuant to the terms and conditions of this Agreement, provided that neither the manner of placement of the Dredge Material nor the Dredge Material itself results in any non-compliance with, or liability under, Environmental Laws, as defined below.

4. Each Licensee shall retain a licensed marine contractor as its contractor and representative to carry out certain of its duties and obligations under this Agreement (each, a

“Licensee Contractor”). Each Licensee shall be responsible for ensuring that all obligations of its Licensee Contractor under this Agreement are performed.

5. Licensors and Licensees have entered into this Agreement understanding that it may be later amended to add additional Licensees by mutual agreement of the Parties and subject to the storage limitations on the Licensed Premise.

NOW THEREFORE THIS AGREEMENT WITNESSES that in return for valuable consideration and the mutual covenants set forth below, receipt and sufficiency acknowledged, Licensor and each Licensee agree as follows:

1. INCORPORATION OF RECITALS. The recitals above are incorporated into the body of this Agreement by reference.

2. DEFINITIONS. For the purpose of this Agreement, the following terms shall have the meanings set forth below:

(a) “Environmental Laws” means any and all laws, regulations, rules, orders, ordinances, or requirements of any governmental authority (including court rulings establishing common law liability) pertaining to the presence or release of environmental contaminants (including any Hazardous Substances or Hazardous Wastes), or relating to natural resources (including any protected species) or the environment (including the air, water, surface or subsurface of the ground) as the same are in effect at any time and including the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act (SARA), 42 U.S.C. §§ 9601 et seq.; Resource Conservation and Recovery Act (“RCRA”), as amended by the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq.; Federal Water Pollution Control Act, as amended by the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; Clean Air Act, 42 U.S.C., §§ 7401 et seq.; Toxic Substances Control Act, 15 U.S.C., §§ 2601 et seq., as each are amended from time to time, and any similar state or local enactments.

(b) “Force Majeure” means any event outside of Licensor’s or any Licensee’s reasonable control which prevents or delays compliance with any obligation required under this Agreement, including: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, or similar occurrence; (ii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement with respect to Dredge Material; or (iii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the Effective Date, applicable to the obligations of this Agreement that has a material adverse effect on a Licensee’s or Licensor’s ability to perform the contractual obligations of this Agreement.

(c) “Hazardous Substance” shall have the meaning specified in CERCLA, or any successor statute, unless such term has been given broader meaning by laws, regulations, rules, orders, ordinances, requirements or determinations of any governmental authority having jurisdiction with respect to the Licensed Premise or this Agreement (including courts establishing common law liability), in which case such broader meaning shall apply.

(d) “Hazardous Waste” shall have the meaning specified in RCRA, or any successor statute, unless such term has been given broader meaning by laws, regulations, rules, orders, ordinances, requirements or determinations of any governmental authority having jurisdiction with respect to the Licensed Premise or this Agreement (including courts establishing common law liability), in which case such broader meaning shall apply.

(e) “Operations” means dredging, handling, decanting, placing, storing, and/or removing Dredge Material into, onto, or off of the Licensed Premise, conducted by any Licensee, including such Licensee’s agent, representative, employee, contractor, or consultant, pursuant to such Licensee’s rights and obligations under this Agreement.

(f) “Term” shall mean collectively, the period of time between the Effective Date of this Agreement through two (2) years (“Initial Term”) and thereafter, will automatically renew for subsequent consecutive one (1) year terms (“Renewal Term”) unless earlier terminated pursuant to the terms of this Agreement.

(g) “Dredge Material” refers to the river spoil material removed by each Licensee from the Minnesota River that is placed by a Licensee on the Private Dredge Containment.

3. MANAGEMENT OF LICENSED PREMISE

(a) Licensees shall be severally and jointly responsible for the cost and responsibility of ensuring that a berm, dike, and/or other management measures, including those directed by the Licensor, (the “Management Measures”) are implemented, constructed and maintained in compliance with the requirements of this Agreement, all applicable laws, and permits.

(b) Prior to commencing any Management Measures or Operations, Licensees shall consult with Licensor regarding such Management Measures and receive written approval of such Management Measures from Licensor. Licensor may from time to time require changes, updates, and/or amendments to the Management Measures.

(c) Each Licensee shall ensure its compliance with all permits issued by the Minnesota Pollution Control Agency (“MPCA”) to such Licensee and any permits issued to Licensor with provisions relating to Licensees’ Operations at the Licensed Premise, including but not limited to permits issued by MPCA and the City of Savage (including but not limited to the Conditional Use Permit, dated July 7, 2014, a copy of which is attached as Exhibit B), prior to, during or after any Licensees’ placing any Dredge Material on the Licensed Premise during the Term. The Management Measures shall ensure that the Dredge Material placed at the Licensed Premise by each Licensee is managed to control runoff, including stormwater, as required to perform the Operations in compliance with all other applicable Environmental Laws.

(d) The Management Measures and all Operations shall ensure that at all times each Licensee’s Dredge Materials remain separate and not commingled with any materials outside the perimeter of the Private Dredge Containment on the Licensed Premise, including those materials placed by the United States Army Corps of Engineers on adjacent property prior to or during the Term of this Agreement; provided, however, that each Licensee’s Dredge Materials may be commingled with the Dredge Materials of the other Licensees.

(e) The Licensees shall reasonably work together to obtain quotes/bids for the costs of the Management Measures and to retain a licensed and reputable contractor to perform the construction and maintenance of the Management Measures.

(f) Nothing in this section shall prevent Licensor from improving, modifying or maintaining the Licensed Premise.

4. DREDGE MATERIAL SAMPLING AND VOLUME

(a) Each Licensee shall obtain testing and analysis of the material it intends to dredge and place in the Private Dredge Containment by a reputable environmental consultant. The testing and analysis will assess all criteria set forth in the tables attached hereto as Exhibit C (the “Testing Metrics”) and follow generally accepted industry standards and scientifically sound methods necessary to ensure determination of the presence of, and the levels of, any Hazardous Substance and/or Hazardous Waste, as required to classify the material under the MPCA dredge material management levels. At least three (3) days prior to placing any Dredge Material on the Licensed Premise, each Licensee shall provide Licensor, or its designated representative, with written confirmation of the analytical results of the Testing Metrics for the material to be dredged, along with written confirmation from an environmental consultant confirming that the results of the Testing Metrics indicate that the Dredge Material is classified as Level 1 under the MPCA dredge material management levels (collectively with the Testing Metrics, the “Level 1 Confirmation”). Each Licensee shall maintain records of its Level I Confirmation for two (2) years following the Term of this Agreement. Each Licensee shall provide Licensor and each other Licensee with copies of the Level I Confirmation and Testing Metrics as soon as practicable, and in any case before placing any Dredge Material on the Private Dredge Containment.

(b) The anticipated volume of Dredge Material to be placed by each Licensee or Licensee Contractor on the Private Dredge Containment shall be calculated by a qualified contractor, at each Licensee’s sole expense, by performing soundings of the area to be dredged (the “Initial Soundings”). At least three (3) days prior to placement of Dredge Material on the Private Dredge Containment, each Licensee shall provide Licensor, or its designated representative, a written report of the Initial Soundings. Each Licensee shall maintain records of the Initial Soundings for two (2) years following the Term of this Agreement. Each Licensee shall provide Licensor and each Licensee with copies of the Initial Soundings as soon as practicable, and in any case before placing any Dredge Material on the Private Dredge Containment.

(c) Within sixty (60) days of completing dredging and placement of Dredge Material on the Private Dredge Containment, the volume of the Dredge Material placed on the Private Dredge Containment shall be refined by a qualified contractor, at each Licensee’s sole expense, by performing additional soundings of the area that was dredged (the “Supplemental Soundings”). The Supplemental Soundings shall be taken along lines which are transverse to the dredging limits and not more than one hundred (100) feet apart. Each Licensee shall provide Licensor and each Licensee a written report of the Supplemental Soundings as soon as practicable. Each Licensee shall maintain records of the Supplemental Soundings for two (2) years following the Term of this Agreement.

(d) The results of the Initial Soundings and the Supplemental Soundings shall be used to determine the actual yardage of Dredge Material each Licensee placed on the Private Dredge Containment (the “Actual Yardage”).

(e) Each Licensee shall maintain records of the Removed Volume (defined below) for two (2) years following the Term of this Agreement. Each Licensee shall provide Licensor and each Licensee with written confirmation of the Removed Volume as soon as practicable.

5. NOTICE AND REMOVAL OF DREDGE MATERIALS

(a) Each Licensee or its Licensee Contractor shall notify Licensor, or its designated representative, at least three (3) days in advance of placing Dredge Material on the Private Dredge Containment and obtain verbal approval from Licensor prior to accessing the Licensed Premise. Access to the Licensed Premise will be permitted by the Licensor at its sole discretion to each Licensee for the Operations.

(b) Upon written notice from Licensor to all Licensees, the Licensees agree to immediately cease placing any additional Dredge Material at the Private Dredge Containment. Additional placement of Dredge Material at the Private Dredge Containment may resume only upon written approval of Licensor or its designated representative, which approval shall be at Licensor’s sole discretion. During any such period of ordered cessation, each Licensee shall retain all rights allowed by this Agreement to handle, manage, remove, store (for the time periods set forth in this Section 5) or otherwise access all Dredge Material previously placed on the Private Dredge Containment.

(c) To the extent Licensor is ordered by any governmental authority to remove any Licensee’s Dredge Material from the Licensed Premise, each Licensee shall immediately remove such Actual Yardage of Dredge Material placed on the Licensed Premise by such Licensee. To the extent that Licensor requests that a Licensee remove any Dredge Material in addition to the total Actual Yardage evidenced by each Licensee’s records, Licensees shall promptly remove such disputed amount and Licensee and Licensor shall reasonably work to resolve any dispute regarding the costs of such removal and disposal. However, Licensor’s decision is controlling. As soon as practicable after Licensor’s receipt of such order, Licensor shall provide each Licensee with a copy of the order.

(d) Unless agreed to, in writing, by the Licensor, each Licensee shall, before the close of the current Term (i.e. within twenty four (24) months after the Effective Date), remove a quantity of Dredge Material (the “Removed Volume”) equal in volume to the Actual Yardage it brought onto the Licensed Premise during the Term. The Removed Volume shall be confirmed by each Licensee’s Contractor and documented in writing. Each Licensee agrees to waive any claims or rights of action against Licensor relating to any disagreement regarding the accuracy of the Actual Yardage, the Removed Volume, or the difference between the Actual Yardage and the Removed Volume. To the extent any Licensee fails to remove its Actual Yardage within 12 (twelve) months of placing such material on the Private Dredge Containment, such Licensee is no longer conducting short term storage, as defined by the MPCA, and unless such Licensee has provided evidence to Licensor and each other Licensee, prior to exceeding the twelve (12) month

timeline, of obtaining all necessary permits to legally allow such storage, such Licensee shall be in default under this Agreement.

(e) Licensees are jointly and severally liable for all costs, expenses, fees, or other damages associated with removing the total Actual Yardage from the Private Dredge Containment. Licensor shall have no liability for such costs, expenses, fees or other damages.

6. LICENSOR'S FEES

(a) In consideration of the License granted herein, each Licensee shall pay Licensor the fee of \$1.00 (the "Base Fee") for each cubic yard of Dredge Material based on the Actual Yardage placed in the Private Dredge Containment at the address written below, or at some other address as designated by Licensor. Prior to placing any Dredge Material on the Private Dredge Containment, each Licensee shall pay Licensor a portion of its Base Fee, based on 75% of the volume of such Licensee's Initial Sounding (e.g., 75% multiplied by \$1.00, multiplied by the number of yards determined in the Initial Sounding). The remaining portion of each Licensee's Base Fee, as required to pay for its Actual Yardage, shall be paid to Licensor within ten (10) business days of receiving its Supplemental Soundings, and in no case later than ninety (90) days after completing placement of Dredge Material on the Private Dredge Containment.

(b) In addition to the Base Fee, each Licensee shall pay Licensor \$0.50 for each cubic yard, based on the Actual Yardage, that such Licensee fails to remove by the end of the twelfth (12th) month following the placement under this Agreement or the 2014 Agreement (the "Long Term Storage Fee"). Each Licensee shall pay its Long Term Storage Fee within thirty (30) days of the twelfth (12th) month of this placement to the Licensor at the address written below, or at some other address as designated by Licensor.

(c) No Licensee shall be obligated to Licensor to deliver Dredge Material to the Licensed Premise, nor have any obligation to pay a Base Fee or Long Term Storage Fee, if the Licensee does not deliver any Dredge Material to the Licensed Premise or perform any other Operations during the Term of this Agreement. If a Licensee knows it will not deliver any Dredge Material to the Licensed Premise or perform Operations under this Agreement, the Licensee shall as soon as reasonably practicable thereafter provide written notice of such decision to all other parties to this Agreement.

7. LICENSEES' REPRESENTATIONS AND WARRANTIES. Each Licensee hereby represents and warrants to each other Licensee and to Licensor, the following representations and warranties are correct and true as of the Effective Date of this Agreement:

(a) Licensee shall materially comply with all applicable federal, state and local laws, rules, regulations and ordinances, and permits and licenses issued to such Licensee, including the permits listed in Exhibit D hereto, now or hereafter in force, and warrants that it has all the permits and licenses necessary to perform the Operations described in this Agreement.

(b) As of the Effective Date, each Licensee represents that it has provided Licensor with a copy of its permits listed on Exhibit D and further represents that it will provide Licensor with any amendments thereto during the Term of this Agreement.

(c) Each Licensee is solely responsible for the acts and omissions of its employees and agents performing any services under this Agreement. Each Licensee shall take all reasonable precaution for, and will provide all reasonable protection to prevent damage, injury, or loss to the Licensed Premise and to Licensor and the other Licensees, including all such parties' employees, agents or representatives that may be directly impacted by the Operations.

(d) No Licensee shall use the Licensed Premise for any activity not authorized in this Agreement and shall not perform, or permit it any of its employees, agents or representatives to perform, any unauthorized activities or commit any nuisance on the Licensed Premise.

(e) Each Licensee acknowledges that its Licensee Contractor is its agent and that it is responsible for the acts and omissions of its Licensee Contractor.

Any claim against any Licensee alleging a breach of warranty or representation shall be deemed waived if not brought with in the applicable statute of limitations period.

8. INDEMNIFICATION BY EACH LICENSEE. Each Licensee shall indemnify and hold harmless each other Licensee and Licensor, including the officers, directors, shareholders, employees, and agents thereto, from and against any and all losses, claims, demands, suits, fines, penalties, costs, liabilities or expenses, including reasonable attorneys' fees to the extent caused by or attributed to:

(a) Licensee's breach of any representation, warranty, or other provision of this Agreement;

(b) Any negligent or willful act or omission of Licensee or its employees, subcontractors, or agents; or

(c) Licensee's performance of the rights and obligations of this Agreement, including but not limited to claims arising under any Environmental Law.

In giving this indemnity, each Licensee expressly waives any right it may have to seek or obtain indemnification from Licensor for damages or claims derived from the actions of any other Licensee relating to the Licensed Premise.

9. RELEASE AS TO ANY ACTIONS BY LICENSOR

(a) Except that Licensor shall not permit any party other than each Licensee to deposit any material in the Private Dredge Containment, Licensor makes no representations or warranties under this Agreement, and grants the License on an "as-is, where-is" basis.

(b) Each Licensee, on behalf of its past, present and future directors, officers, employees, agents, affiliates or any of their respective successors and assigns, hereby releases and forever discharges Licensor and each of its directors, officers, employees, agents, affiliates or any of its respective assigns, from and against any and all past, present and future actions, causes of action, claims, suits, demands, damages, fees (including attorney fees), costs, judgments, liabilities, orders, sums of money or other amounts owed, of any kind, whether known or unknown, at law, in equity, contingent or otherwise, relating to or otherwise arising

from the use or occupation of the Licensed Premise by Licensee at any time during the Term, except to the extent arising from or related to Licensor's gross negligence.

10. INSURANCE. Prior to the execution of this Agreement, each Licensee shall furnish Licensor copies of insurance certificates evidencing that it maintains the following coverages or any higher amounts as required by law or regulation:

Types of Insurance	Limits
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each occurrence
Commercial General Liability, including Contractual Liability	Bodily injury and death: \$2,000,000 each occurrence
Automobile Liability	Property damage: \$2,000,000, combined single limits

Licensor shall be included as an additional insured on each Licensee's general liability policy. Each Licensee, or its representative, shall provide Licensor with at least thirty (30) days prior written notice of cancellation or non-renewal of any insurance coverage. The general liability insurance coverage will be written on an occurrence rather than on a claims made basis and will remain in effect during the Term. To the extent any Licensee fails to maintain these insurance obligations, Licensor is entitled to immediately exercise a right to terminate this Agreement but must simultaneously execute a restated agreement with the Licensees that remain in compliance with their insurance obligations under this Agreement.

11. FINANCIAL ASSURANCE

(a) Prior to placing any Dredge Material on the Private Dredge Containment, each Licensee shall obtain, and provide evidence to Licensor and each other Licensee, a financial assurance for the benefit of Licensor, in the form of a performance or payment bond, letter of credit or escrow, either of which the Licensor shall accept at its sole option (the "Financial Assurance").

Any bond issued under this section shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by a Licensee is declared bankrupt or becomes insolvent or its right to do business in Minnesota is terminated, the Licensee shall promptly

notify Licensor and shall, within 20 days after the event giving rise to such notification, provide another bond and surety.

The minimum amount of Financial Assurance shall be calculated at a rate of \$20/yard, with yardage based on the Initial Sounding. To the extent the volume of any Licensee's Actual Yardage is larger than its Initial Sounding, such Licensee shall increase its Financial Assurance, as necessary, within ten (10) business days of receiving its Supplemental Soundings, to ensure that its Financial Assurance is equal to or greater than \$20/yard, based on the Actual Yardage volume. Based on the yardage of Dredge Materials each Licensee currently has at the Licensed Premise, each Licensee will provide Financial Assurance in the following amounts, subject to adjustment as set forth in this Section 11(a):

Cargill:	\$347,280
Riverland:	\$125,700
CHS:	\$203,680

(b) In the event that the Licensees do not remove the Dredge Material placed on the Licensed Premise, in accordance with the obligations set forth in this Agreement, the remaining Dredge Material shall be deemed "Holdover Yardage". The Licensor may draw on the Financial Assurance to pay for the costs of removing and disposing of Holdover Yardage at a location to be chosen at the sole option of Licensor. To the extent the Licensees provide evidence to Licensor that a certain quantity of Holdover Yardage is attributable to any Licensee's failure to remove its individual allocation of Actual Yardage, Licensor shall consider such information in determining which Licensee's Financial Assurance it shall draw upon for the cost of removal. However, Licensor's decision is controlling.

(c) Licensor shall also have the right to draw down on a Licensee's Financial Assurance to the extent such Licensee is in default under the terms of this Agreement and fails to cure such default, to Licensor's reasonable satisfaction, within 5 (five) business days of receipt of written notice of default from Licensor. Licensor may immediately draw down on Licensee's Financial Assurance, without providing notice or a right to cure, in the event Licensee's default under this Agreement results in an emergency requiring immediate action by Licensor under applicable laws, regulations, or governmental orders.

(d) Six (6) months following the Effective Date of this Agreement, each Licensee may reduce its existing Financial Assurance, based on a rate of \$20/cubic yard determined by evidence of the difference between each Licensee's Actual Yardage and Removed Volume, and Licensor shall reasonably cooperate with such Licensee to facilitate this reduction of Financial Assurance.

(e) Financial Assurance shall remain in place during the Term and for a period of 12 months after the Term or until released by Licensor, whichever is less. The Financial Assurance may be extended to a subsequent Term under an amendment to this Agreement.

12. NOTICES. All notices and communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, or by e-mail upon the applicable Licensee's or Licensor's consent for specific notices or communications,

to the address set forth below or to such other address as one party may have furnished to the other in writing.

Lower Minnesota River Watershed District
112 East 5th Street, Suite 102
Chaska, MN 55318
Attn: Administrator
naiadconsulting@gmail.com

With Copy To: Whoever is the President and to whoever is general legal
Counsel of the Lower Minnesota River Watershed District
As Licensor has informed Licensees by Notice

Cargill, Incorporated
12105 Lynn Ave.
Savage, Minnesota 55378
Attn: Ruben Chong
ruben_chong@cargill.com

With Copy To: Cargill, Incorporated
Law Department
15407 McGinty Road West MS 24
Wayzata, MN 55391
Attn: Gina Young, Attorney
gina_young@cargill.com

Riverland Ag Corp.
1660 South Highway 100
Suite 350
St. Louis Park, MN 55416
Attn: Kyle Egbert

CHS Inc.
5500 Cenex Drive
Inver Grove Heights, MN 55077
Attn: Senior Vice President, AG Business
greg.oberle@chsinc.com

13. TERMINATION. Except for the provisions of Section 7 (“Licensee’s Representations and Warranties”), Section 8 (“Indemnification By Each Licensee”), and Section 11 (“Financial Assurance”), Licensor for any reason, or no reason at all, may terminate this License upon thirty (30) days’ written notice of its intent to terminate this Agreement. In such event, Licensor shall not be liable to any Licensee for any consequences to, or costs or damages incurred by Licensee due to such termination.

14. INDEPENDENT CONTRACTOR. The Licensor and each Licensee are independent contractors and all persons employed or used by each party to perform the

Operations described in the Agreement are independent contractors not employees or agents of another party, and all persons operating equipment or employed in connection therewith, where such vehicles or vessels are owned, leased, or hired by any Licensee shall be agents of the hiring Licensee and not employees of other Licensees or the Licensor.

15. OVERRIDING PROVISIONS. Notwithstanding any language to the contrary herein, as to conducting Operations, Licensee at its sole cost will follow the oral and/or written instructions of the Administrator of the Licensor or the entity that is the Licensor's designated site manager of the Licensed Premise. Such instructions may be given to any person who is present on the Licensed Premise acting on behalf of the Licensee. Any oral instructions shall be submitted in writing as soon as reasonably possible thereafter in a notice to the Licensee involved per Section 12 of this Agreement.

16. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, without regard to its rules governing conflicts of laws. Any lawsuit brought in connection with this Agreement must be brought in the District Court for Scott County, Minnesota.

17. ASSIGNMENT. This Agreement will bind and inure to the benefit of the Licensor and each of the Licensees hereto and their respective heirs, successors and assigns. No party shall assign this Agreement without the prior written consent of each other party.

18. WAIVER. Any Licensee's or Licensor's waiver of any breach, or failure to enforce any of the terms or conditions of this Agreement, shall not in any way affect, limit, the right of any other party to this Agreement to thereafter enforce or compel compliance with every term and condition of this Agreement or to terminate this Agreement for breach.

19. FORCE MAJEURE. Whenever the time for performance of any act under this Agreement is limited and such performance is prevented or delayed by any factor or circumstance beyond a party's control, and which that party could not have avoided by the use of due diligence, such as acts of God, fire, strikes or labor troubles, new legislation or regulations limiting the operations contemplated by the parties, embargoes, war, or other disabling causes, then the time for the performance of any such act or obligation of that party will be extended for a period equal to the extent of the delay.

20. ENTIRE AGREEMENT. This Agreement, and any referenced exhibits or amendments, constitutes the entire Agreement between the parties, and supersedes all previous agreements (including the 2014 Agreement), either written or oral, between the parties. This Agreement shall govern if there is a conflict between this Agreement and any exhibit or attachment.

21. SEVERABILITY. In the event that any part of this Agreement shall prove to be invalid, void or illegal, such judgment shall not affect, impair or invalidate any other provision hereof and such remaining provisions shall remain in full force and effect.

22. EXECUTION IN COUNTERPARTS. This agreement may be executed in counterparts with the first date of signature of any Licensee being the Effective Date of this agreement to be added above by Licensor.

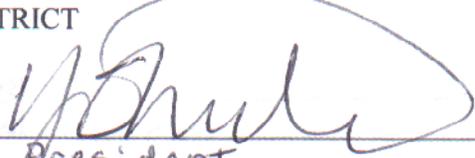
Remainder of page intentionally blank.

<Signature Pages to Follow>

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

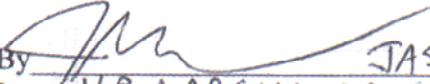
LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: 12-13-2017

By 
Its President

CARGILL, INCORPORATED

Dated: 10-30-2017

By  JASON MEYER
Its VP CARGILL AG SUPPLY CHAIN NA

RIVERLAND AG CORP.

Dated: _____

By _____
Its _____

CHS, INC.

Dated: _____

By _____
Its _____

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: _____

By _____
Its _____

CARGILL, INCORPORATED

Dated: _____

By _____
Its _____

RIVERLAND AG CORP.

Dated: 11/7/2017

By [Signature]
Its CFO

CHS, INC.

Dated: _____

By _____
Its _____

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LOWER MINNESOTA RIVER WATERSHED
DISTRICT

Dated: _____

By _____
Its _____

CARGILL, INCORPORATED

Dated: _____

By _____
Its _____

RIVERLAND AG CORP.

Dated: _____

By _____
Its _____

CHS, INC.

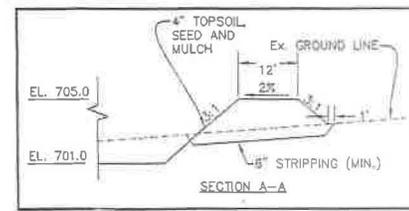
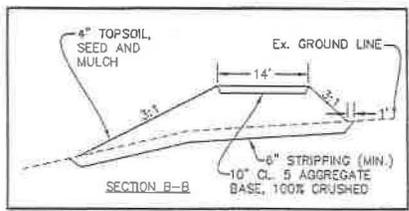
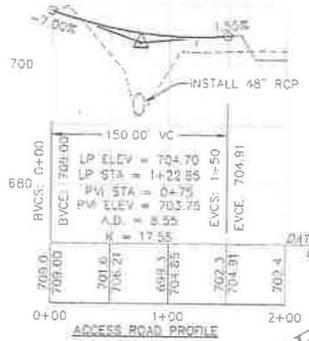
Dated: 11-13-17

By 
Its Vice President

EXHIBITS

- Exhibit A: Map of the Licensed Premises
- Exhibit B: Conditional Use Permit, dated July 7, 2014, issued by the City of Savage to Lower Minnesota River Watershed District
- Exhibit C: Testing Metrics
- Exhibit D: Schedule of Permits

EXHIBIT A



Site Volume Table: Unadjusted

Site	Stratum	Surf1	Surf2	Gut	F#1	F#2	Method
SPILL SITE 1	1	0	0	0	0	0	
SPILL SITE 2	2	0	0	0	0	0	
				17062	8382	8680	(C) Crd area
				17203	8741	8462	(C) End area

MINNESOTA

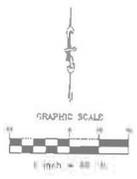
RIVER

Private Dredge Containment -
48,400cy est. capacity
(2 acres x 15')

COE Dredge Stockpile
Estimated Capacity - 145,200cy
(6 acres x 15')

Existing COE Dredge Stockpile/Future
Secondary Dredge Material Storage
Estimated Capacity - 84,700cy
(3.5 acres x 15')

Proposed Onsite
Access Roads



St. Paul Office
2335 West Highway 36
St. Paul, MN 55113
Phone: 651-636-1600
Fax: 651-636-1311

Bonestro
Rosene
Anderik &
Associates
Engineers & Architects

LOWER MINNESOTA RIVER WATERSHED DISTRICT
DREDGE SPOIL SITE SURVEY AND ACCESS ROAD
CARGILL DREDGE SITE
BCRM/SITE GRADING AND ACCESS ROAD

C3.01

EXHIBIT B

Receipt# 511538

CUP

\$46.00

Cert #

31773

T229710

Return to:
G-SAVAGE CITY
6000 MCCOLL DR
SAVAGE MN 55378



Certified Filed and/or recorded on:

7/15/2014 8:56 AM

**Office of the Registrar of Titles
Scott County, Minnesota**
James L. Hentges, Registrar of Titles

Certification

STATE OF MINNESOTA)

COUNTY OF SCOTT)

CITY OF SAVAGE)

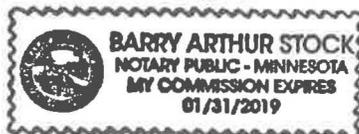
I, the undersigned, being the duly qualified city clerk of the City of Savage, Minnesota, hereby certify that the attached and foregoing is a true and correct photocopy of Resolution No. R-14-83, a resolution approving an amendment to a conditional use permit to allow dredging and fill within the floodway district at 12025 Vernon Avenue, the original of which is on file and of record at the Savage City Hall, 6000 McColl Drive, Savage, Minnesota.

Dated this 8th day of July, 2014.


Ellen Classen
City Clerk

Attest:


Notary Public



Receipt# 511538

CUP

\$46.00

Return to:
G-SAVAGE CITY
6000 MCCOLL DR
SAVAGE MN 55378

A961453



Certified Filed and/or recorded on:

7/15/2014 8:56 AM

**Office of the County Recorder
Scott County, Minnesota**
James L. Hentges, County Recorder

WHEREAS, staff worked with the applicant on truck traffic routes that would have the least impact to local roadways; and

WHEREAS, the Minnesota River provides barge navigation for several of the world's largest grain marketing companies who operate terminals along the river and the need to remove dredge materials to allow continual dredging of the river to move barge traffic is critical to the economic vitality of these industries; and

WHEREAS, the request was reviewed by the Development Review Committee and new conditions of approval have been included to achieve the goal of reducing the dredge stockpile to a manageable level with the least amount of impact; and

WHEREAS, the following findings are hereby adopted in accordance with Section 152.031 of the Zoning Ordinance:

- 1. The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare.**

The City required the applicant to conduct a traffic impact study to provide an analysis of the potential impacts the increased hauling operations will have. The study completed by SEH did not indicate any factors that would be detrimental or endanger public health and conditions are being applied to prohibit certain traffic movements.

- 2. The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

TH 13 already experiences large truck traffic due to the type of industries located along the roadway. The proposed hauling operation is not creating a use that does not already exist in the area and is keeping with the normal and orderly development of surrounding properties.

- 3. The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

The area along the Minnesota River is comprised of river related industries of which some already have their own private dredging sites. The proposal is very similar and comparable to the existing businesses in the surrounding area and will not change the intended character of the surrounding area.

- 4. The conditional use will not impose hazards or disturbing influences on neighboring properties.**

The proposed dredging operation and increase in truck traffic won't impose any hazards or disturbing influences on the surrounding area because commercial truck traffic already exists along the TH 13 corridor.

- 5. The conditional use will not substantially diminish the value of neighboring properties.**

The proposed dredging operation and hauling of material will not affect the value of neighboring properties as the use has already been in existence since 2006 without any negative impacts on property values.

- 6. The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

The site is adequately served for the proposed dredging operation needs and will not create a burden for the city to provide any additional public services. Hauling of the dredge material

will not require public utilities; it will not generate students that would affect the capacity of area schools; and would not require any additional police or fire services.

7. Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.

The traffic impact study provided an analysis for staff to apply limitations and conditions regarding allowable hours of operation for truck traffic and limiting certain traffic movements to minimize traffic congestion and provide adequate circulation of traffic on public streets.

8. The conditional use is consistent with the applicable policies and recommendations of the City's Comprehensive Plan or other adopted land use studies.

The CUP is consistent with the policies and goals of the 2030 Comprehensive Plan by allowing the Lower Minnesota River Watershed District to continue their dredging operation that keeps the waterway channels open for navigation for the river related industries located along the Minnesota River.

9. The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.

The conditional use complies with the all of the requirements within the Savage Zoning Ordinance.

WHEREAS, the application was reviewed by the Development Review Committee and by the Planning Commission during a duly authorized public hearing on June 19, 2014 whereby it was determined the request met the required findings for a conditional use permit as set forth in Section 152.031 of the Savage Zoning Ordinance;

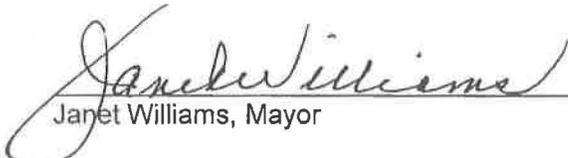
NOW THEREFORE, BE IT RESOLVED that the recitals set forth above are incorporated herein; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Savage, Scott County, Minnesota, hereby amend the conditional use permit for the Lower Minnesota River Watershed District, subject to the following conditions:

1. Approval is subject to Engineering Department review and approval of all site, grading, construction, and storm water management plans and erosion control plans
2. No grading shall be allowed within required wetland buffers and vegetation must remain as natural wetland grasses.
3. Once the dredging operation has ended, the District shall be responsible to remove the material and restore the site to a height not to exceed 720 feet and seed the site with native vegetative species approved by the Natural Resources Coordinator.
4. The District shall be responsible for the upkeep and on-going maintenance of Vernon Avenue, including any plowing and the road shall be left in equal to or better condition after the 3rd hauling season is completed in 2017. The road's existing condition shall be documented before hauling begins and a meeting on-site with city staff shall be required to determine what restoration is needed to bring the road to the original condition. Final restoration, at a minimum, will include patching with bituminous.
5. The City shall be provided with 24 hour notification of hauling days.
6. There shall be no U turns allowed on TH 13. At no time shall any trucks stack onto TH 13 or any other roadways except Vernon Avenue. Trucks shall be prohibited from blocking railroad tracks.

7. Truck hauling during peak periods shall be limited to the hours of 7 am – 5 pm Monday through Friday. Hauling during nights and weekends shall be with permission only from the City Engineer/Public Works Director.
8. Truck traffic on local roadways shall only be limited to: 1.) empty eastbound trucks returning to the site shall use the south frontage road to Quentin Avenue where they may travel north to the Quentin Avenue stoplight to go eastbound on TH 13 to Vernon Avenue and 2.) loaded trucks exiting the site that need to travel eastbound shall turn left at Dakota Avenue after exiting onto westbound TH 13 and travel east along the south frontage road to Yosemite Avenue to exit onto eastbound TH 13. No other local truck traffic shall be allowed on local roadways.
9. Vernon Avenue shall remain open for two-way truck traffic up to the existing gate at the railroad tracks and may be reduced to one-lane truck traffic north of the gate. The shoulders of Vernon Avenue shall be adequate to handle large size trucks and their turning movements.
10. A monthly report shall be submitted to the City for any month in the calendar year that incurs removal of dredge material. The report shall provide detailed information of the amounts removed, number of trucks hauled, contractor removing material, truck accidents and any other miscellaneous information that may be pertinent to the hauling operation. Information regarding the addition of new dredge material added to the stock pile site shall be provided to the City as they become available.
11. Sediment deposit on public streets as a result of such hauling shall be removed and streets cleaned as required by City staff.
12. The CUP will be formally reviewed by the Planning Commission and City Council after the first hauling season is completed to address any issue that may arise and to possibly add additional conditions regarding the truck hauling operations.

Adopted by the Mayor and Council of the City of Savage, Scott County, Minnesota, this 7th day of July 2014.


 Janet Williams, Mayor

ATTEST:


 Barry A. Stock
 City Administrator

Motion by: Abbott

Second by: McColl

	<u>Aye</u>	<u>Nay</u>
Williams	<u>X</u>	<u> </u>
McColl	<u>X</u>	<u> </u>
Victorey	<u>X</u>	<u> </u>
Abbott	<u>X</u>	<u> </u>
Kelly	<u>X</u>	<u> </u>

EXHIBIT C

Table 5: Dredged material soil reference values

Parameter	Level 1 Soil Reference Value (SRV) (mg/kg, dry weight)	Level 2 Soil Reference Value (SRV) (mg/kg, dry weight)
In-organics-Metals		
Arsenic	9	20
Cadmium	25	200
Chromium III	44,000	100,000
Chromium VI	87	650
Copper	100	9,000
Lead	300	700
Mercury	0.5	1.5
Nickel	560	2,500
Selenium	160	1,300
Zinc	8,700	75,000
Barium	1,100	18,000
Cyanide	60	5,000
Manganese	3,600	8,100
Organics		
PCBs (Total)	1.2	8
Aldrin	1	2
Chlordane	13	74
Endrin	8	56
Dieldrin	0.8	2
Heptachlor	2	3.5
Lindane (Gamma BHC)	9	15
DDT	15	88
DDD	56	125
DDE	40	80
Toxaphene	13	28
2,3,7,8-dioxin, 2,3,7,8-furan and 15 2,3,7,8-substitued dioxin and furan congeners	0.00002	0.000035
Polycyclic Aromatic Hydrocarbons (PAHs)		
Quinoline	4	7
Naphthalene	10	28
Pyrene	890	5,800
Fluorene	850	4,120
Acenaphthene	1,200	5,260
Anthracene	7,800	45,400
Fluoranthene	1,080	6,800
Benzo (a) pyrene (BAP)/BAP equivalent	2	3
*Benzo (a) anthracene	*Dibenzo (a,h) anthracene	*3-Methylcholanthrene
*Benzo (b) fluoranthene	*7H-Dibenzo (c,g) carbazole	*5-Methylchrysene
*Benzo (j) fluoranthene	*Dibenzo (a,e) pyrene	*5-Nitroacenaphthene
*Benzo (k) fluoranthene	*Dibenzo (a,h) pyrene	*1-Nitropyrene
*Benzo (a) pyrene	*Dibenzo (a,i) pyrene	*6-Nitrochrysene
*Chrysene	*Dibenzo (a,l) pyrene	*2-Nitrofluorene
*Dibenz (a,j) acridine	*1,6-Dinitropyrene	*4-Nitropyrene
*Dibenz (a,h) acridine	*1,8-Dinitropyrene	
*7,12-Dimethylbenz[a]anthracene	*Indeno (1, 2, 3-cd) pyrene	

***The results for these analytes should be added together and treated as the BAP equivalent which is compared against the soil reference value for Benzo (a) pyrene, above.**

EXHIBIT D

Licensees Dredge Permits

Cargill, Incorporated

- National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS)
Permit MN0062201
 - Permittee: Cargill AgHorizons
 - Facility Name: Cargill AgHorizons – West Elevator Dredge
 - Issuance Date: April 4, 2012
 - Expiration Date: March 31, 2017

- National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS)
Permit MN0054445
 - Permittee: Cargill AgHorizons
 - Facility Name: Cargill AgHorizons – East Elevator Dredge
 - Issuance Date: April 4, 2012
 - Expiration Date: March 31, 2017



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 18, 2025

Agenda Item

Item 6. A. – LMRWD Permit Renewals

Prepared By

Linda Loomis, Administrator

Summary

Young Environmental Consulting Group, on behalf of the Lower Minnesota River Watershed District, has contacted all permit holders with permits nearing expiration. Details regarding the expiring permits and the justifications for extension requests are outlined in the *Technical Memorandum – June 2025 Permit Renewal Requests*, dated June 11, 2025. Approval is recommended for the extension of three expiring permits.

Attachments

Technical Memorandum – June 2025 Permit Renewal Requests dated June 11, 2025

Recommended Action

Motion to renew permits as recommended in Technical Memorandum – June 2025 Permit Renewal Requests, dated June 11, 2025

Technical Memorandum



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

From: Rachel Kapsch, Water Resources Scientist
Erica Bock, Staff Water Resources Scientist II

Date: June 11, 2025

Re: June 2025 Permit Renewal Requests

Per Lower Minnesota River Watershed District (LMRWD) Rule A, it is the permittee's responsibility to request permit renewals when necessary. However, LMRWD staff has taken a proactive approach by sending out a reminder two months prior to permit expiration to current permit holders with upcoming permit expirations.

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

SUMMARY

Table 1. Summary of June 2025 LMRWD Permit Renewal Requests

LMRWD No.	Project Name	City	Previous Expiration Date	Recommended Expiration Date
2021-016	Whispering Waters	Shakopee	July 14, 2025	July 14, 2026
	Reason for Extension: As-built review and final inspection			
2023-002	Eagle Creek Bridge	Savage	July 14, 2025	July 14, 2026
	Reason for Extension: As-built review			
2023-024	Carmeuse Savage Marine Improvements	Savage	July 8, 2025	July 8, 2026
	Reason for Extension: Final inspection			

Recommendations

Based on review of the permit expiration, we recommend approval of permit renewal.

Minutes

Meeting Type: Finance Committee

Time/Date: 7:00pm, June 4th, 2025

Location: Savage Library Small Meeting Room

13090 Alabama Ave, Savage, MN 55378

Virtual Location: [Join Meeting](#)



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

1. CALL TO ORDER

The Finance Committee meeting of the LMRWD was called to order at 8:00 PM.

Members Present:

Manager Joseph Barisonzi

Manager Teresa Kuplic

Manager Janet Williams

Administrator (Will Lytle)

Administrative Support (Linda Loomis)

Technical Consultant (Della Young)

2. APPROVAL OF THE AGENDA & MINUTES

A. Approval of May 2025 Finance Committee Minutes

Motion made and passed to approve the minutes of the prior Finance Committee meeting.

3. ADMINISTRATIVE REPORT

A. Invoice Processing System Update

Administrator reiterated the aim to automate invoice flow using SharePoint and bill.com. *Final review with Manager Viswanathan to occur once SOP is complete.*

B. Repayment Processing and Audit Clarification

Summergate Development repayment of \$155,120 was completed via wire transfer after review during audit preparation. *Acknowledgment of receipt is on file. Committee agreed the repayment report will be entered into the Finance Committee minutes as part of audit transparency.*

Minutes

Meeting Type: Personnel Committee

Time/Date: 7:00pm, June 4th, 2025

Location: Savage Library Small Meeting Room

13090 Alabama Ave, Savage, MN 55378

Virtual Location: [Join Meeting](#)



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

4. ONGOING AUDIT STATUS

A. 2022 Audit Reconciliation

The audit is nearing completion with final documentation on dredge fund reporting submitted to auditors and BWSR. *Auditor feedback is pending.*

B. 2023 Audit Forecast

2023 audit is expected to be less complex due to accounting system consolidation. *Administrator will continue monthly updates to the committee until completed.*

5. STANDARDIZED FINANCIAL REPORTING

A. Accrual-Based Accounting Proposal

Administrator received the memo and is working with the CPA (CLA) to assess the transition to accrual-based accounting. *CPA proposal with timeline and estimated cost to be presented at the July 2, 2025 Finance Committee meeting.*

6. NEW BUSINESS

A. Credit Card Authorization

Motion made and passed to recommend that the Board authorize issuance of a credit card to the Administrator. Final credit limit and provider to be determined in accordance with updated financial policies.

B. Fiscal Policies Update

Draft financial policies, including approval thresholds, reserve fund targets, and payment delegation, to be presented at the July 2, 2025 Finance Committee meeting.

C. Budget and Mid-Year Review

Administrator will present a year-to-date budget report and propose necessary amendments for alignment with mid-year projections at the July meeting.

Minutes

Meeting Type: Personnel Committee

Time/Date: 7:00pm, June 4th, 2025

Location: Savage Library Small Meeting Room

13090 Alabama Ave, Savage, MN 55378

Virtual Location: [Join Meeting](#)



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

D. Levy Planning

Committee to begin preparation for 2026 levy discussions with relevant benchmarking data at the July meeting.

7. FUNDING SOURCES AND REVENUE TRACKING

Discussion included:

- Levy distributions across four counties
- Grant reimbursements (e.g., BWSR, dredge funds)
- Permit fee limitations due to public exemptions
- In-kind support and dredge site leasing revenues

Administrator to ensure committee members have access to training on budget line items during July budget presentation.

8. ADJOURNMENT

Meeting adjourned at 9:30 PM.

Minutes

Meeting Type: Personnel Committee

Time/Date: 6:00pm, June 4th, 2025

Location: Savage Library Small Meeting Room

13090 Alabama Ave, Savage, MN 55378

Virtual Location: [Join Meeting](#)



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

1. CALL TO ORDER

The meeting of the Personnel Committee of the Lower Minnesota River Watershed District (LMRWD) was called to order at 7:00 PM.

Members Present:

Manager Joseph Barisonzi

Manager Lauren Salvato

Manager Janet Williams

Manager Teresa Kuplic

Administrator (Will Lytle)

Administrative Support (Linda Loomis)

Technical Consultant (Della Young)

2. APPROVAL OF THE AGENDA & MINUTES

Approval of May 2025 Personnel Committee Minutes Manager Salvato moved to approve the minutes; motion seconded and passed unanimously.

3. ADMINISTRATIVE REPORT

A. Naiad Consulting Services Contract Update: The committee was informed that the Memorandum of Understanding had been successfully converted into a contract. It was sent to both the Board President and Naiad Consulting. No further action required from the board unless substantive revisions are requested.

B. SOP and Template Updates Three internal documents were reviewed: Invoice processing SOP, Agenda outline template, Public meeting workflow. Discussion included streamlining invoice review via SharePoint and bill.com integration, standardizing roles and expectations, and minimizing administrative delays. The system is not yet deployable and will require additional email migration work before implementation. Administrator will finalize these templates and file them into the SOP directory.

4. COMMITTEE SCHEDULING AND STRUCTURE

Minutes

Meeting Type: Personnel Committee

Time/Date: 6:00pm, June 4th, 2025

Location: Savage Library Small Meeting Room

13090 Alabama Ave, Savage, MN 55378

Virtual Location: [Join Meeting](#)



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

A. Committee Meeting Schedule Motion made and passed to consolidate Personnel and Finance Committee meetings to the first Wednesday of each month at 7:00 PM and 8:00 PM respectively, held virtually. This change is pending enactment of new state legislation allowing more flexible virtual meeting compliance.

B. Committee Assignments: Personnel Committee: Barisonzi, Salvato, Kuplic; Finance Committee: Barisonzi, Williams, Viswanathan

Administrator will confirm committee assignments and update internal documents. President to follow up regarding ex officio appointment processes for committees.

5. BOARD TRAINING AND FACILITATOR CONTRACT

A. Board Training Plan Administrator directed to coordinate ongoing board training on Open Meeting Law, data practices, and financial protocols. Administrator will explore options outside of MAWD for more relevant, modular board training to occur over the next year.

B. Planning Facilitator RFP: A facilitator RFP for three in-person planning sessions was reviewed. This will be led by a team offering both facilitation and documentation. The committee supports inclusion of the RFP on the June 18, 2025 board agenda for approval. If approved, RFP will be published on June 19, 2025.

6. OLD BUSINESS

A. Contract Execution Naiad Consulting contract expected to be executed prior to next committee meeting.

7. NEW BUSINESS

A. July Work Plan Review Committee will conduct mid-year work plan alignment review at the July 2, 2025 Personnel Committee meeting.

8. **ADJOURNMENT** Meeting adjourned at 8:00 PM.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 18, 2025

Agenda Item

Item 5. G. - Authorize Agreement between LMRWD and Friends of the MN Valley for River Watch

Prepared By

Linda Loomis, Administrator

Summary

At the May 21, 2025, Board of Managers meeting, it was reported that Friends of the Minnesota Valley (FMV) is interested in accepting a grant to support its **River Watch** program. The current LMRWD budget includes \$20,000 for this initiative.

An Agreement for Services between the LMRWD and FMV is attached for the Board's review. This agreement closely mirrors the one signed between the two parties in 2024.

River Watch is an experiential, field-based watershed science program that engages students from elementary, middle, and high schools in hands-on learning. A report detailing the outcomes of the most recent River Watch program funded by the LMRWD is available on the District's website at:

https://lowermnriverwd.org/download_file/view/4153/694

Attachments

2025 Agreement for Services between the LMRWD and FMV for **River Watch** Services

Recommended Action

Motion to approve 2025 Agreement for Services between the LMRWD and FMV for the **River Watch** program and to authorize execution of the Agreement by President Barisonzi

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 5th Street, Suite 102, Chaska, MN 55318, and Friends of the Minnesota Valley, (the “FRIENDS”) a 501(c)3 tax-exempt, nonprofit corporation, with headquarters located at 6601 Auto Club Road, Bloomington, MN 55438

The parties agree as follows:

1. TERM OF THE AGREEMENT

The Friends agrees to furnish River Watch program services to the LMRWD commencing May 21, 2025, and terminating December 31, 2026, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

2. SERVICES TO BE PROVIDED

The Friends agrees to provide River Watch program services to the LMRWD as more fully described in Exhibit A, attached hereto and incorporated herein by reference.

3. PAYMENT FOR SERVICES

The Friends will bill LMRWD for services rendered. Payment shall be made within thirty-five (35) days from receipt of the invoice. Payment will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the grant agreement. 2.) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by the LMRWD. Grantee is required at this point to submit documentation of the expenditures report on the Interim Financial Report for verification. 3.) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. A Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by the LMRWD.

The total cost of this Agreement shall not exceed Twenty Thousand Dollars (\$20,000).

4. INDEPENDENT CONTRACTOR

The Friends shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting either party as the agent, representative, or employee of the other party for any purpose. The Friends is and shall remain an independent contractor for all services performed under this Agreement.

5. LIABILITY

Each party shall be responsible for its own acts and deeds and the results thereof. The Friends’s liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law.

6. INSURANCE

A. Both parties agree at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

Limits

1. Commercial General Liability on an occurrence Basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence – Combined Bodily Injury and Property Damage	1,500,000

2. Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
-----------------------	-----------

Employer’s Liability. Bodily injury by:

Accident – Each Accident	500,000
Disease – Policy Limit	500,000
Disease – Each Employee	500,000

3. Professional Liability – Per Claim 1,500,000
Aggregate 2,000,000

The professional Liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

B. A self-insurance program is an acceptable method to provide the required insurance limits.

C. Duty to Notify. Each party shall promptly notify the other party 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. Each party shall also notify the other party whenever it has a reasonable basis for believing that it and/or its employees, officers, agents 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.

7. DATA PRACTICES

Each party, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009, and implementing regulations, if applicable, 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.

8. SUCCESSORS AND ASSIGNMENTS

- A. Each party binds itself, its partners, successors, assigns and legal representatives to the other party for all covenants, agreements and obligations contained in the contract documents.
- B. Neither party shall 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 other party.

9. 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.

10. DEFAULT AND CANCELLATION

- A. If each 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.
- 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.

11. 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.

12. CONTRACT ADMINISTRATION

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

13. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

Both parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.

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 Friends shall be sent to the Friends Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement.

Notice to the Commission shall be sent to the address stated in the opening paragraph of the Agreement.

15. MEDIA OUTREACH

LMRWD shall not use the term “River Watch”, or any derivative thereof in LMRWD’s advertising, external facing communication and/or marketing, including but not limited to advertisements of any type or form, promotional ads/literature, client lists and/or any other form of outreach, without the written approval of the Friends of the Minnesota Valley, or their designees.

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 those courts located within the Hennepin County, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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FRIENDS ADMINISTRATOR AUTHORIZATION

Reviewed by the Friends Attorney’s Office

FRIENDS OF THE MINNESOTA VALLEY STATE OF MINNESOTA
The Friends certify that the person who executed this Agreement is authorized to do so on behalf of the Friends 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: _____ Joseph Barisonzi _____

Signed: _____

Title: _____ President _____

Date: _____, 2025 _____

* 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 parties the Agreement is executed.

EXHIBIT A

SCHEDULE OF SERVICES

River Watch is a volunteer monitoring program coordinated by Friends of the Minnesota Valley and highlights a partnership between Friends of the Minnesota Valley and the Lower Minnesota River Watershed District. In the program, teachers and youth volunteers use biological monitoring criteria established by the MPCA to monitor local streams. Teachers use this as a unique hands-on research experience in the classroom setting. The details of the program responsibilities are as follows:

- Take proper precautions to ensure the safety of those involved in activities relating to River Watch.
- Recruit and manage teachers and students to monitor sites within the Lower Minnesota River Watershed District
- Coordinate and facilitate training sessions in field collection techniques and macroinvertebrate identifications including all in-person, hands-on training.
- Provide funds to cover internal teacher costs including busing and substitute teacher pay
- Provide all Quality Assurance/Quality Control checks.
- Manage program finances.
- Manage program contracts.
- Maintain communication with all parties.
- Keep accessible all data sheets, site selection forms, financial records, and reports.
- Provide copies of checked data sheets as requested.
- Coordinate outreach educational opportunities.
- Coordinate volunteer appreciation efforts.
- Develop and distribute Year End Results to all interested parties upon request and via Hennepin Friends website.



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, June 18, 2025

Agenda Item

Item 5. F. - Authorize acceptance of Quote for D & O Insurance

Prepared By

Linda Loomis, Administrator

Summary

In Minnesota, Watershed Districts, as political subdivisions, are generally afforded certain liability protections under state law, specifically Minnesota Statute Chapter 466. The LMRWD has received a quote for Directors and Officers coverage.

MN Watershed District Directors and Officers (D&O) Coverage

Directors and Officers (D&O) liability insurance is crucial for Minnesota Watershed Districts as it protects their management and the district itself from potential lawsuits and claims.

What D&O Insurance Covers:

- D&O insurance policies typically cover claims resulting from alleged wrongful acts, errors, omissions, misstatements, misleading statements, or breach of duties committed by directors, officers, trustees, employees, or volunteers in their official capacity.
- It functions as "management errors and omissions liability insurance" covering claims arising from managerial decisions.
- While typical general liability insurance covers bodily injury, property damage, personal and advertising injury, D&O specifically addresses management liability.

Why D&O Coverage is Important for Watershed Districts:

- Watershed districts in Minnesota have significant authority to regulate, conserve, and control water resources, manage projects, and finance operations, leading to potential liabilities.
- Actions by the board of managers, such as establishing district boundaries, approving budgets, or implementing rules, could potentially lead to legal challenges.
- D&O coverage can protect the district and its management from claims related to financial losses, legal expenses, and settlements arising from their decisions and actions.

Item 5. F. - Authorize acceptance of Quote for D & O Insurance

Executive Summary

June 18, 2025

Page 2

Specific Considerations for MN Watershed Districts:

- **Financial Safeguards:** Minnesota law requires watershed district managers to obtain and file a bond, likely to address financial risks like fraud or theft.
- **Terrorism Risk Insurance Act (TRIA):** Watershed district insurance policies often mention the TRIA, a federal law that caps the government's reimbursement and the insurer's liability for losses from certified acts of terrorism.
- **Documentation:** Maintaining accurate records of board decisions and carefully reviewing insurance applications is crucial for effective risk management.
- **Communication:** Regular communication with the county board and city/township officials can help manage expectations and reduce potential risks.
- **Note:** While the provided text mentions general requirements for Minnesota watershed districts and insurance in general, it does not detail specific D&O policy requirements for watershed districts beyond the need for a bond. Consulting with an insurance professional specializing in municipal and non-profit entities in Minnesota is recommended to ensure adequate D&O coverage for your specific watershed district.

The LMRWD has used the Horton Group (and its predecessors) as its insurance professional for many years. The Horton Group has provided a quote from Great American Service Group for Directors & Officers Liability Policy for the 8/1/2025 renewal. Please note that this is only a quotation per expiring coverages. In order to bind the coverage, payment and **Written Request to Bind Coverage will be needed before the policy expiration date, August 1, 2025.**

Attachments

2025-2026 D & O Quote letter

Recommended Action

Motion to accept the quote from Great American Service Group for Directors & Officers liability policy, authorize payment of premium and authorize written request to bind coverage.

Susan Sheehan
Horton Group, (The) A Marsh & McLennan Agency LLC
10320 Orland Parkway
Orland Park, IL 60467

Re: Lower Minnesota River Watershed District, Ref# 13772232-A
Proposed Effective 8/1/2025 to 8/1/2026

Dear Susan:

We are pleased to confirm the attached quotation for **(NP D&O)** being offered with **Great American Insurance Company**. This carrier is **Admitted** in the state of **MN**. Please note that this quotation is based on the coverage, terms and conditions as stated in the attached quotation, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this quotation carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms quoted as per the attached and those terms originally requested. The attached quotation may not be bound without a fully executed CRC brokerage agreement.

NOTE: The Insurance Carrier indicated in this quotation reserves the right, at its sole discretion, to amend or withdraw this quotation if it becomes aware of any new, corrected or updated information that is believed to be a material change and consequently would change the original underwriting decision.

Should coverage be elected as quoted per the attached, Premium and Commission are as follows:

Premium:	\$1,108.00
Broker Fee	\$50.00

Grand Total: \$1,158.00

Commission: 10%

Broker Fees & Policy Fees are Fully Earned at Binding

NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

If Non Admitted the following applies:

Minnesota Tax Filings are the responsibility of: () Your Agency () CRC

SURPLUS LINES LICENSEE: Melissa Hallmark License# 40853106

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA.

IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement, and as necessary maintain proof of declination. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

CRC is compensated in a variety of ways, including commissions and fees paid by insurance companies and fees paid by clients. Some insurance companies pay brokers supplemental commissions (sometimes referred to as "contingent commissions" or "incentive commissions"), which is compensation that is based on a broker's performance with that carrier. These supplemental commissions may be based on volume, profitability, retention, growth or other measures. Even if a contingent commission agreement exists with a carrier, we recognize that our responsibility is to promote the best interests of the policyholder in the selection of an insurance company. For more information on CRC's compensation, please contact your CRC broker.

Financing Insurance Premiums

Premium financing budgets insurance payments and improves liquidity for other business objectives: working capital, business growth, building expansion.

If your clients choose to pay their insurance in monthly installments, it's fast and easy with AFCO Premium Finance. AFCO provides premium financing solutions for large, mid-size and small corporate accounts;

Find out how premium financing works and how it can expand your relationship with your clients by e-mailing AFCODirect@afco.com; or **call toll- free 877-317-6437**.

Sincerely,

Ashley Schmidt

aschmidt@crcgroup.com
13772232

CONFIDENTIAL



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, June 18, 2025

Agenda Item

Item 5. E. - Authorize support for Metro Children's Water Festival

Prepared By

Linda Loomis, Administrator

Summary

Since 1998, the [Metro Children's Water Festival](#) has brought together 4th grade students from around the Metropolitan area, for a fun and educational day focused on the importance of water. Organized annually by the Metro Conservation Districts, the Festival traditionally takes place on the last Wednesday of September. This year, it will be held on **Wednesday, September 24, 2025**, at the **Minnesota State Fairgrounds**. The event runs all day and offers hands-on learning experiences designed to inspire the next generation of water stewards.

In response to COVID-19, a virtual version of the Metro Children's Water Festival was developed and remains accessible to teachers and students today. The Lower Minnesota River Watershed District (LMRWD) has been a long-time financial supporter of the Festival, and funding for the 2025 event is included in the current LMRWD budget.

The Lower Minnesota River Watershed District (LMRWD) has traditionally supported student transportation to the Festival by funding six buses. The 2025 budget includes an allocation of **\$1,650**, based on previous years' costs. However, transportation expenses have increased in 2025. To maintain support for six buses, the LMRWD would need to increase its contribution to **\$2,700**.

The Board is asked to consider whether it wishes to continue supporting the Festival, and if so, to determine the appropriate level of financial support.

Attachments

Letter from Metro Children's Water Festival requesting support dated June 5, 2025

2025 Metro Children's Water Festival Sponsor Form

Recommended Action

Motion to support Metro Children's Water Festival at level determined by the Board and authorize execution of Sponsor Form and payment of support



June 5, 2025

Dear Linda Loomis,

We are kicking off the fund-raising campaign for the **28th annual Metro Children's Water Festival (MCWF)**. We are excited again this year to be inviting around 1,900 4th graders!

What is the Metro Children's Water Festival?

The festival is an interactive, hands-on, educational outreach program. The festival educates, motivates and challenges children to understand, conserve and protect water resources. It is one of the premier K-12 education events in the metro area and helps teachers achieve state and school district science standards for 4th grade. The festival is one of the largest education collaborations in the metro area and has been increasing awareness of water issues and solutions in students and adults for more than 25 years. Since it began in 1998 over 30,000 students have attended the in-person festivals.

Why sponsor the Children's Water Festival?

- It provides free education on water resources to 4th graders in the metro area.
- It inspires students to learn more about water resources and protect clean water for future generations.
- It provides science enrichment that helps teachers meet state education standards.
- It creates enthusiasm and awareness around one of our most precious resources.
- Be recognized as a business or entity that supports water and environmental learning. Sponsors are recognized at the festival, in the festival booklet, on <https://metrocnwf.org/sponsors/>, through press releases and articles, and receive a certificate of sponsorship. We can provide the CWF logo to put on your website.

How will funds be used?

The festival is provided free to students. Sponsored funds cover rental charges for the State Fair Grounds where it's hosted, presenter fees, food & beverages for volunteers and presenters, materials for certain activities, and website hosting and maintenance. Sponsorship also covers some busing costs for schools that cannot afford transportation. Most organizers and the planning committee members are from public and private agencies that volunteer their time and expertise.

How to sponsor

Fill out and return the enclosed sponsor form. Thank you for supporting this event that gives so much to the children of Minnesota and identifies the metro area as a national leader in environmental stewardship.

Learn more at <https://metrocnwf.org/>

Thank you,

Adriana Atcheson

Metro Children's Water Festival Planning Committee

651-430-6716 or adriana.atcheson@washingtontcountymn.gov

Metropolitan Conservation Districts



2025 METRO CHILDREN'S WATER FESTIVAL SPONSOR FORM

Sponsors will be recognized in the Festival Program, at Festival site, in press releases, on the website and will receive a certificate of sponsorship. The Festival Program will be distributed to all participants (teachers, presenters, sponsors and volunteers) at and after the Festival.

_____ We would like to be a Festival sponsor by funding educational materials, presenters and facility rental:
(Please circle one.)

\$250

\$500

\$1000

\$2000

Other \$ _____

_____ We would like to donate materials (e.g. t-shirts, food, etc.), services or volunteers. Please ask a Festival organizer to call _____ at _____
(contact person) (phone number)

_____ We would like to sponsor a school(s) by paying for transportation costs: (approx. \$450/bus.)

_____ We would be interested in having a company representative help the day of the event.

Please make check payable to: Metro Conservation Districts

CONTACT NAME _____ **DATE** _____

COMPANY _____
(Please print this exactly as you wish it to appear in the program.)

ADDRESS _____
(Street, City or Town, Zip)

PHONE _____ **E-MAIL** _____

PLEASE RETURN TO:

Adriana Atcheson
Washington County
Department of Public Health & Environment
14949 62nd Street North
Stillwater, MN 55082



Metro Children's Water Festival



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 18, 2025

Agenda Item

Item 5. D. – Citizen Advisory Committee Report

Prepared By

Linda Loomis, Administrator

Summary

At the June 2025 meeting of the Citizen Advisory Committee, the committee toured three Cost Share Project that had been installed in the City of Carver. The first stop was at a stormwater capture project located in downtown Carver. The homeowners captures stormwater from a significant portion of the home's roof and uses it to supply water features in the yard.

The second project featured a rain garden and a native planting restoration in the homeowner's front yard. The final project was a rain garden in a back yard that was planted in an area that was continuously wet and difficult to mow. It was very informative to see the different uses of the LMRWD's Cost Share program.

The next meeting of the CAC will be held July 2, 2025 at Schram Haus Brewery in Chaska.

Attachments

No attachments

Recommended Action

No action recommended

Item 5.B.
LMRWD 6-18-2025

BEGINNING BALANCE	30-Apr-25		\$ 1,038,518.18
ADD:			
General Fund Revenue:			
May 2025 Interest		\$ 3,649.27	
			\$ 3,649.27
Total Revenue and Transfers In			\$ 3,649.27
DEDUCT:			
Debits/Reductions			
US Bank Equipment Finance	May 2025 copier lease payment	\$ 208.38	
Bolton & Menk, Inc.	April 2025 Tree survey for Area #3	\$ 1,595.00	
Bolton & Menk, Inc.	April 2025 construction management services - Vernon Avenue	\$ 2,211.50	
Bolton & Menk, Inc.	May 2025 construction management services - Vernon Avenue	\$ 17,024.00	
Braun Intertec Corporation	April 2025 services for Vernon Avenue project	\$ 1,240.00	
Clifton Larson Allen LLP	April 2025 financial services	\$ 3,150.00	
Daniel Hron	June 2025 office rent	\$ 650.00	
First American Title Insurance Company	Title work for Area #3 property acquisition	\$ 995.00	
GMH Asphalt Corporation	Vernon Avenue Construction - Pay App #1	\$ 140,666.71	
I & S Group, Inc	April 2025 Engineering & Project mgmt for Spring Creek	\$ 1,010.00	
Park Street Public	May 2025 Government Relations Services	\$ 2,500.00	
Pilot Knob STEM Magnet School	Reimbursement for Educator mini-grant	\$ 380.64	
Redpath and Company	Progress payment on FY 2022 Audit	\$ 5,830.00	
Rinke Noonan, Attorney at Law	March 2025 general legal services	\$ 1,454.00	
Scott Soil & Water Conservation District	Q1 2025 monitoring, TACS and Education services	\$ 10,674.00	
Young Environmental Consulting Group	March 2025 Education & Outreach, and Technical services	\$ 53,202.98	
4M Fund	April 2025 bank service fee	\$ 40.00	
			\$ 242,832.21
Total Debits/Reductions			\$ 242,832.21
ENDING BALANCE	31-May-25		\$ 799,335.24

	2025 Budget	April Actuals	YTD 2025	Over (Under) Budget
Administrative expenses	\$ 373,450.00	\$ 22,570.75	\$ 131,708.31	\$ (241,741.69)
Cooperative Projects				
Eden Prairie Bank Stabilization Area #3	\$ 100,000.00	\$ 6,354.00	\$ 18,694.07	\$ (81,305.93)
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
Seminary Fen Ravine Restoration site A	\$ 80,000.00	\$ -	\$ -	\$ (80,000.00)
Seminary Fen Ravine Restoration site C-2	\$ -	\$ -	\$ -	\$ -
Eagle Creek Bank Restoration: Town & Country R	\$ 16,050.00	\$ -	\$ -	\$ (16,050.00)
Shakopee River Bank Stabilization	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
509 Plan Budget				
<i>Resource Plan Implementation</i>				
Watershed Resource Restoration Fund	\$ 100,000.00	\$ 1,597.75	\$ 6,690.00	\$ (93,310.00)
Fen Private Land acquisition study	\$ -	\$ -	\$ -	\$ -
Gully Inventory	\$ 160,000.00	\$ 11,815.30	\$ 34,355.05	\$ (125,644.95)
MN River Floodplain Model Feasibility Study	\$ -	\$ 352.50	\$ 21,353.50	\$ 21,353.50
Spring Creek stabilization project	\$ 110,000.00	\$ 1,010.00	\$ 2,598.25	\$ (107,401.75)
Sustainable Lakes Mgmt. Plan (Trout Lakes)	\$ 55,000.00	\$ 2,957.50	\$ -	\$ (55,000.00)
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 85,000.00	\$ 9,772.44	\$ 27,356.19	\$ (57,643.81)
Local Water Management Plan reviews	\$ 5,000.00	\$ -	\$ -	\$ (5,000.00)
Project Reviews	\$ 110,000.00	\$ 6,799.62	\$ 30,845.85	\$ (79,154.15)
Project inspections	\$ -	\$ 1,506.00	\$ 3,759.25	\$ 3,759.25
<i>Monitoring</i>	\$ 75,000.00	\$ 8,394.00	\$ 15,295.00	\$ (59,705.00)
<i>Watershed Management Plan</i>	\$ 20,000.00	\$ 1,710.75	\$ 11,882.50	\$ (8,117.50)
<i>Public Education/CAC/Outreach Program</i>	\$ 150,000.00	\$ 6,543.39	\$ 40,171.63	\$ (109,828.37)
<i>Cost Share Program</i>	\$ 20,000.00	\$ 306.00	\$ 1,433.50	\$ (18,566.50)
Nine Foot Channel				
Return of unused state funds	\$ -	\$ -	\$ -	\$ -
Dredge Site Improvements	\$ 240,000.00	\$ 161,142.21	\$ 164,542.71	\$ (75,457.29)
Capital Project Fund				
Funds for capital projects	\$ 300,000.00	\$ -	\$ -	\$ (300,000.00)
Total:	\$ 2,049,500.00	\$ 242,832.21	\$ 510,685.81	\$ (1,538,814.19)

LMRWD - Statement of Revenue and Expenditures
General Fund - FY 2025

06/18/2025

Account	2024 Budget	2024 Actual	2025 Final Budget	2025 YTD	Administration @ 29%	Cooperative @10%	509 Plan @ 46%	9-foot Channel @15%
Manager Per Diem	\$ 15,000.00	\$ 12,375.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Manager Expense	\$ 4,500.00	\$ 1,323.97	\$ 4,500.00	\$ 23.45	\$ 6.80	\$ 2.35	\$ 10.79	\$ 3.52
Telecommunications-Cell Phone	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 300.00	\$ 258.61	\$ 300.00	\$ 216.00	\$ 62.64	\$ 21.60	\$ 99.36	\$ 32.40
Meeting Supplies/Expenses	\$ 100.00	\$ 108.05	\$ 300.00	\$ 48.74	\$ 14.13	\$ 4.87	\$ 22.42	\$ 7.31
Rent	\$ 7,800.00	\$ 7,339.00	\$ 7,800.00	\$ 3,900.00	\$ 1,131.00	\$ 390.00	\$ 1,794.00	\$ 585.00
Dues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous - General	\$ 3,000.00	\$ 2,903.22	\$ 3,000.00	\$ 671.00	\$ 194.59	\$ 67.10	\$ 308.66	\$ 100.65
Training & Education	\$ 1,500.00	\$ 1,705.20	\$ 1,500.00	\$ 50.00	\$ 14.50	\$ 5.00	\$ 23.00	\$ 7.50
Insurance & Bonds	\$ 12,000.00	\$ 12,186.00	\$ 12,000.00	\$ 180.00	\$ 52.20	\$ 18.00	\$ 82.80	\$ 27.00
Postage	\$ 300.00	\$ -	\$ 300.00	\$ 12.25	\$ 3.55	\$ 1.23	\$ 5.64	\$ 1.84
Photocopying	\$ 750.00	\$ 2.21	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Notices - General	\$ 2,000.00	\$ 1,484.10	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
Mileage	\$ 5,000.00	\$ 2,590.14	\$ 4,000.00	\$ 514.50	\$ 149.21	\$ 51.45	\$ 236.67	\$ 77.18
Subscriptions & Licenses	\$ 400.00	\$ 583.55	\$ 500.00	\$ 162.00	\$ 46.98	\$ 16.20	\$ 74.52	\$ 24.30
Taxable Meal Reimbursement	\$ 500.00	\$ 52.33	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Lodging/Staff Travel	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Financial Services/Accounting	\$ 25,438.00	\$ 28,932.33	\$ 30,000.00	\$ 11,097.00	\$ 3,218.13	\$ 1,109.70	\$ 5,104.62	\$ 1,664.55
Audit Fees	\$ 30,000.00	\$ 9,252.50	\$ 30,000.00	\$ 15,267.50	\$ 4,427.58	\$ 1,526.75	\$ 7,023.05	\$ 2,290.13
Professional Services - General	\$ 153,000.00	\$ 172,211.25	\$ 175,000.00	\$ 43,510.00	\$ 12,617.90	\$ 4,351.00	\$ 20,014.60	\$ 6,526.50
Legal Fees - General	\$ 15,000.00	\$ 14,003.50	\$ 15,000.00	\$ 2,112.50	\$ 612.63	\$ 211.25	\$ 971.75	\$ 316.88
Engineering - General	\$ 75,000.00	\$ 117,961.95	\$ 35,000.00	\$ 40,241.47	\$ 11,670.03	\$ 4,024.15	\$ 18,511.08	\$ 6,036.22
Equipment - Maintenance	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment - Lease	\$ 2,500.00	\$ 2,613.25	\$ 2,500.00	\$ 1,041.90	\$ 302.15	\$ 104.19	\$ 479.27	\$ 156.29
Lobbying/Legislative services	\$ 20,000.00	\$ 20,000.04	\$ 30,000.00	\$ 12,500.00	\$ 3,625.00	\$ 1,250.00	\$ 5,750.00	\$ 1,875.00
Bank Service fees	\$ 750.00	\$ 440.58	\$ 750.00	\$ 160.00	\$ 46.40	\$ 16.00	\$ 73.60	\$ 24.00
	\$377,838.00	\$408,326.78	\$373,450.00	\$131,708.31	\$ 38,149.01	\$ 13,170.83	\$ 60,585.82	\$ 19,756.25



Please note the meeting will be held in person at the Carver County Government Center on the Wednesday, June 18, 2025. The meeting will also be available virtually using this [link](#).

LOWER MINNESOTA RIVER WATERSHED DISTRICT

Lower Minnesota River Watershed District

7:00 PM – Wednesday, June 18, 2025

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. 2025 Legislative Report from Park Street Public
5. Consent Agenda	<p><i>All items listed under the consent agenda are routine by the Board of Managers and will be enacted by one motion and an affirmative vote of a majority of the members present. There will be no separate discussion of these items unless a Board Member or citizen request, in which event, the items will be removed from the consent agenda and considered as a separate item in its normal sequence on the agenda.</i></p> <p>A. Approve Minutes May 21, 2025, Regular Meetings</p> <p>B. Receive and file May 2025 Financial report</p> <p>C. Presentation of Invoices for payment</p> <ul style="list-style-type: none"> i. Clifton Larson Allen (CLA) – Financial services May 2025 ii. Rinke Noonan, Attorneys at Law –April 2025 general legal services & Area #3 iii. Daniel Hron –July 2025 office rent iv. US Bank Equipment Finance – June 2025 copier lease payment v. Young Environmental Consulting Group, LLC –May 2025 technical, and Education & Outreach services

	<ul style="list-style-type: none"> vi. Evergreen International Sustainability Solutions, LLC – Administrative Services through May 2025 vii. Naiad Consulting, LLC – April 2025 administrative services, mileage & expenses viii. Naiad Consulting, LLC – May 2025 administrative services, mileage & expenses ix. Bolton & Menk, Inc. – Engineering services related to Area #3 x. 106 Group – Archeological investigation of Area #3 xi. Park Street Public – April 2025 Government Relations Services xii. TimeSaver Off Site Secretarial – preparation of March 2025 meeting minutes xiii. TimeSaver Off Site Secretarial – preparation of April 2025 meeting minutes xiv. TunHeim – 2025 PR services xv. 4M Fund – April 2025 fund service charges D. Citizen Advisory Committee Report E. Authorize support for Metro Children’s Water Festival F. Authorize acceptance of Quote for D & O Insurance G. Authorize Agreement between LMRWD and Friends of the MN Valley for River Watch H. Minutes of Board Committees <ul style="list-style-type: none"> o Personnel Committee – June 4 o Finance Committee – June 4
6. Permits	A. LMRWD Permit Renewals
7. Action Items	<ul style="list-style-type: none"> A. Dredge Management B. Study Area #3 Update C. Seminary Fen Ravine Stabilization – Ravine C-2 Update D. Education & Outreach <ul style="list-style-type: none"> o Revising CAC and TAC Appointment Process o Appointments to Citizen Advisory Committee E. Distribution of Managers F. Committee Recommended Actions and Report G. Watershed Management Plan Process <ul style="list-style-type: none"> o Remarks delivered by President Barisonzi at the Minnesota River Congress on June 12, 2025 <ul style="list-style-type: none"> – References – Staff Recommendation H. Forwarding Grant Correspondence I. EISS IT Subcontracting J. Revised Process for Citizen-initiated EAWs (Environmental Assessment Worksheets) K. Bloomington Neighbors Nurturing Nature Cost Share Extension
8. Board Discussion Items	A.
9. Information Only	<ul style="list-style-type: none"> A. Vernon Avenue Update B. Open Meeting Law Update C. LMRWD Permit Program Summary

	D. Naiad Consulting, LLC – Executed Contract
10. Communications	A. Administrator Report B. President – Committee Assignments C. Managers D. Committees E. Legal Counsel F. Engineer
11. Adjourn	Next meeting of the LMRWD Board of Managers is Wednesday, July 16, 2025.

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 CAC meeting – Tuesday, July 1, 2025, 6:00 PM to 8:00 PM – Schram House Brewing, 3700 Chaska Boulevard, Chaska, MN
- LMRWD Personnel Committee meeting – Wednesday, July 2, 2025, 7:00 PM, County Board Room, Carver County Government Center, 602 East 4th Street, Chaska, MN
- LMRWD Finance Committee meeting – Wednesday, July 2, 2025, 8:00 PM,
- Minnesota Stormwater Seminar Series – [Managing Stormwater Ponds for Optimal Function: Characterizing Phosphorus and HAB Export, Plus a New Tool for Prioritizing Maintenance Needs](#), Thursday, June 12, 2025, 10:00 AM to 12:00 noon, in-person at the St. Anthony Falls Lab, 2 SE 3rd Ave, Minneapolis, MN 55414 and virtual on zoom
- [MN Watersheds Summer Tour](#) – June 24-26, 2025, hosted by the Roseau River Watershed District, MN Watersheds is chartering a bus from the Twin Cities
- [2025 Salt Symposium](#) – Tuesday, August 5, 2025, [Live stream registration](#)
- LMRWD River Boat tour – Thursday August 14, 2025, 3:00 PM departure
- [MN Water Resources Conference](#) – Tuesday, October 14, 2025, and Wednesday October 15, 2025, St. Paul RiverCentre, 175 Kellogg Blvd, St Paul, MN 55102

For Information Only

- **WCA Notices**
 - City of Chaska – Seminary Fen ravine Stabilization – Notice of Application – No loss
 - City of Bloomington – Ancel’s Glen – Notice of Application – No loss
- **DNR Public Waters Work permits**
 - Riverland
 - CHS, Inc.
- **DNR Water Appropriation permits**
 - Dakota County – City of Eagan – Greenway Pedestrian Bridge – Permit Issued – temporary Construction dewatering
- **Well Head Protection Plans**
 - None