



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, April 15, 2020

Agenda Item

Item 6. G. - LMRWD Projects

Prepared By

Linda Loomis, Administrator

Summary

i. West Chaska Creek

This project is in the City of Chaska and was included in the CIP of LMWRD Watershed Management Plan. Carver County Water Management Organization (CCWMO) is re-meandering segment of West Chaska Creek that had previously been ditched. The LMRWD agreed to provide a \$50,000 Cost Share for this project. LMRWD staff has been working with CCWMO staff to develop an agreement for the Cost Share. A draft agreement is attached and is being reviewed by LMRWD legal counsel. Staff is asking the Board to approve the agreement and authorize execution, subject to recommendation by legal counsel.

Attachments

Draft Cost Share Agreement between the CCWMO and LMRWD

Recommended Action

Motion to approve Cost Share Agreement and authorize execution

Cost Share Agreement Between the Lower Minnesota River Watershed District and the Carver County Water Management Organization

Project Lead: Carver County Water Management Organization
(Name, address, telephone and email) Representative
Address
City, State, Zip Code
Phone Number and e-mail address

Project Cooperator: Lower Minnesota River Watershed District
(Name, address, telephone and email) Representative: Linda Loomis, Administrator
Address: 112 East 5th Street, #102
City, State, Zip Code: Chaska, MN 55318
Phone Number : 763-545-4659
e-mail address: naiadconsulting@gmail.com

Location (County): Carver

This agreement dated _____ between Carver County Water Management Organization (CCWMO) and the Lower Minnesota River Watershed District (LMRWD) is entered into in order to establish stormwater BMPs as outlined within this agreement.

This Agreement covers lands in T 115 N, R 23 W, S. 6 adjacent and within the following watercourse West Chaska Creek (AUID: 07020012-802), as specified in the project proposal. The term of this Agreement shall be ten (10) years, from Start date to End Date.

Recitals

- A) The project will re-meander approximately 1,100 linear feet of a ditched segment of West Chaska Creek. Lengthening the channel will reduce water speeds, lower shear stress on the banks, reconnect the stream to its floodplain, and reduce the amount of sediment transported downstream. Based on upstream reference reaches and changes observed since the stream was straightened, the re-meander project will reduce total suspended solids by an estimated 4,400 lbs/yr.
- B) Re-meandering the stream will increase its length, reduce shear stress on stream banks, reduce sedimentation and decrease the number of bank failures. The stream will be reconnected to its floodplain, allowing more sediment to drop out of the water column as flow rates are decreased in the floodplain.
- C) LMRWD will reimburse CCWMO \$50,000 of documented project costs.
- D) This project is Phase 2 of the West Chaska Creek Remeander Project. Phase 2 will incorporate connecting the existing ditch to five meanders that were completed in Phase 1, the disconnection of a tile line main from the ditch to a new shallow depression, plugging of the ditch between meanders, final grading, and planting of native vegetation.

I. CCWMO RESPONSIBILITIES

- A) The CCWMO is responsible for maintaining the project for a period of ten (10) years to ensure that the conservation objective of this practice is met. CCWMO will return to LMRWD any cost share funds it already received under paragraph II. B, in the event that this condition is not satisfied. Minimum maintenance includes watering when needed during the first year or two and removing all invasive and exotic species that encroach on the project as discovered.
- B) CCWMO agrees to the terms of installation, maintenance and monitoring outlined in the approved project proposal. Construction of the project will be in accordance with good engineering practices and generally accepted guidelines for Best Management Practices. Acceptable guidelines include Local Water Plan Standards, Rules and Regulations and the MPCA guidelines within "Stormwater Manual".
- C) CCWMO agrees to allow LMRWD access to the project area for construction, maintenance, evaluation and monitoring of the project during installation and post completion. CCWMO agrees to make the site available as a demonstration site to the general public with prior notification.

- D) CCWMO is responsible to bid, construct, and maintain the Project. The Landowner shall secure all necessary permits for the project.
- E) CCWMO will submit to LMRWD Staff proof of Project expenditures and proof of Project completion.
- F) Carver County Staff will monitor the Project periodically to evaluate short- and long-term performance. Data collected as a result of this monitoring effort will be made available to both the Landowner and to the general public.

II. LMRWD RESPONSIBILITIES

- A) LMRWD assumes no liability for injury or damage, other than that caused by it's own negligence, in the project area. The Project Cooperator assumes no jurisdiction over the project area for purposes of controlling trespass, noxious weeds, granting rights-of-way, or other incidents of ownership.
- B) LMRWD is financially responsible as a cost share \$50,000
- C) Upon LMRWD acceptance of the Project's completion after Final Inspection and within one year of this agreement date, LMRWD will release 100 per cent of its cost share amount as described previously. Final inspection will include verification of specified items and connections.
- D) As a condition subsequent to LMRWD obligations herein, CCWMO must maintain the Project through completion of the Project and for a period of ten (10) years after installation. CCWMO will return to LMRWD any cost share funds it already received under paragraph II. B, in the event that this condition is not satisfied.

III. MISCELLANEOUS:

- A) This Agreement may be amended by mutual consent of CCWMO and LMRWD. LMRWD shall have no obligation to restore the land to its original condition upon expiration or termination of this Agreement.
- B) Nothing contained in this agreement is intended or shall be construed in any manner as creating or establishing a partnership, joint venture, or agency relationship between parties.
- C) Except if arising from or out of LMRWD Staff's fault or negligence, CCWMO agrees to indemnify and defend LMRWD Staff, its successors, and assigns against and will hold harmless LMRWD Staff, its successors, and assigns from any claims, expenses, or damages, including attorney's fees, arising from CCWMO performance of this agreement.
- D) This agreement shall be binding upon and inure to the benefit of CCWMO and LMRWD, and their respective successors and assigns: provided, however, that neither party may assign this agreement without the prior written consent of the other. Any modification, alteration, amendments, deletions, or waivers of the provisions of this agreement will be valid only when mutually agreed upon in writing by both parties.
- E) This agreement will be effective as of the date of all signatures required below have been provided. The date of the last signature will be the date of this agreement and will be inserted in the first paragraph on page 1.

CCMWO

Date

LMRWD

Date