

Please note: The location of the meeting is scheduled for the Council Chambers of Chaska City Hall



Lower Minnesota River Watershed District

7:00 PM

Wednesday, February 21, 2018

Council Chambers, Chaska City Hall, 2nd Floor

One City Hall Plaza, Chaska, MN 55318

Agenda Item	Discussion
1. Call to order	A. Roll Call
2. Approval of agenda	
3. Citizen Forum	<p><i>Citizens may address the Board of Managers about any item not contained on the regular agenda. A maximum of 15 minutes is allowed for the Forum. If the full 15 minutes are not needed for the Forum, the Board will continue with the agenda. The Board will take no official action on items discussed at the Forum, with the exception of referral to staff or a Board Committee for a recommendation to be brought back to the Board for discussion or action at a future meeting.</i></p>
4. Consent Agenda	<p><i>All items listed under the consent agenda are considered to be routine by the Board of Managers and will be enacted by one motion and an affirmative vote of a majority of the members present. There will be no separate discussion of these items unless a Board Member or citizen request, in which event, the items will be removed from the consent agenda and considered as a separate item in its normal sequence on the agenda.</i></p> <p>A. Approval of Minutes for January 8, 2018 Regular Meeting</p> <p>B. Approval of Financial Reports</p> <p>C. Presentation of Invoices for payment</p> <ul style="list-style-type: none"> <li>i. MN Department of Revenue - 2017 sales tax on sale of dredge material</li> <li>ii. Manager Raby &amp; President Shirk - payment of 2nd half 2017 per diem, mileage &amp; expenses</li> <li>iii. Time Saver Off Site Secretarial - preparation of November 2018 meeting minutes</li> <li>iv. Braun Intertech - 2017 inclinometer reading</li> <li>v. Burns &amp; McDonnell - November 2017 engineering services</li> <li>vi. Culligan Bottled Water - bottled water for office</li> <li>vii. Pace Analytical Services - testing Ike's Creek samples for chloride</li> <li>viii. Patchin Messner Dodd &amp; Brumm - final payment for Determination of Special Benefits report</li> <li>ix. Steinkraus Development - February 2018 office rent</li> <li>x. US Bank Equipment Finance - copier rental</li> <li>xi. Carver Soil &amp; Water Conservation District - 2017 Cost Share project</li> </ul>

	xii. Naiad Consulting - November 2017 Administrative services, mileage & expenses
5. New Business/ Presentations	A. I 35W Bridge replacement presentation by MNDOT B. Metro-Area Watershed Based Funding Pilot Program
6. Old Business	A. Dredge Management <ul style="list-style-type: none"> <li>i. Review process for funding of dredge placement site management</li> <li>ii. Vernon Avenue Dredge Material Management site</li> <li>iii. Private Dredge Material Placement</li> </ul> B. Watershed Management Plan C. 2018 Legislative Action D. Website Redesign E. Education and Outreach Plan <ul style="list-style-type: none"> <li>i. Education &amp; Outreach Coordinator</li> <li>ii. Friends of the MN River Valley/LMRWD collaboration</li> <li>iii. Citizen Advisory Committee - no change since last update</li> </ul> F. LMRWD Projects <ul style="list-style-type: none"> <li>i. Eden Prairie Area #3 Stabilization</li> <li>ii. Riley Creek Cooperative project Hennepin County Flying Cloud Drive/CSAH 61 reconstruction project</li> <li>iii. Floodplain Lake Coring Project with Freshwater Society</li> <li>iv. Seminary Fen ravine stabilization project</li> <li>v. Analysis of Dakota County Monitoring</li> <li>vi. East Chaska Creek - CSAH 61 &amp; TH 41 Transportation improvements</li> <li>vii. Savage Fen Ravine Project - no change since last update</li> </ul> G. Project/Local Water Management Plan Reviews <ul style="list-style-type: none"> <li>i. Hennepin County - Bloomington Road</li> <li>ii. Metro Transit - Orange Line BRT - 98th Street Station</li> <li>iii. City of Bloomington - Local Surface Water Management Plan</li> <li>iv. City of Chaska - Local Surface Water Management Plan Amendment</li> <li>v. City of Chanhassen - Comprehensive Plan/Local Water Management Plan</li> <li>vi. City of Lilydale Local Water Management Plan Amendment</li> <li>vii. Hennepin County - HCRRA Bluff Creek Project</li> <li>viii. City of Burnsville - Xcel Energy Black Dog Plant</li> <li>ix. MNDOT - I35W Bridge replacement</li> </ul> H. MPCA Soil Reference Values - No new information since last update I. LMRWD/RPBCWD Boundary changes
7. Communications	A. Administrator Report B. President C. Managers D. Legal Counsel E. Engineer
9. Adjourn	Next meeting of the LMRWD Board of Managers is Wednesday, March 21, 2018

## Upcoming meetings/Events

- Information meetings - City of Burnsville, Thursday February 22, 3:30 to 5:30pm, Burnsville City Hall, 100 Civic Center Plaza: City of Savage,
- Izaak Walton League Watershed Summit "Conservation in Action" - Saturday, February 24, 2018, 8:30am to 4:00pm, Normandale College-Garden Conference Room, 9700 France Avenue South, Bloomington, MN
- Level II Smart Salting Training, Thursday, March 1, 2018, 8:00 am to 12:30pm, Chaska Community Center
- MAWD Day at the Capitol - Legislative reception, Wednesday March 7, 5:00 to 7:30pm: Legislative Breakfast, Thursday March 8, 7:00 to 9:00am, Embassy Suites, 175 10th Street E., St. Paul, MN
- MN River Congress - Thursday, May 17, 2018, Mankato (venue to be announced)

## For Information Only

- WCA Notices
  - MNDOT - I 35W Bridge Replacement
- DNR Public Waters Work permits
  - City of Eden Prairie - Purgatory Creek bank stabilization
- DNR Water Appropriation permits
  - City of Burnsville - Amended water appropriation permit to Kraemer Mining & Materials, Inc.
  - City of Burnsville - Temporary dewatering permit - Xcel Energy Black Dog Plant for construction of pipeline
  - City of Bloomington - Temporary dewatering permit - for removal of sediment from Hampshire pond
  - City of Burnsville - CenterPoint Energy - Dakota Station Above Ground Storage Tank Basin Dewatering

## Future Manager Agenda Items list

- Presentation on County Fair project
- Stephanie Johnson - Save the River Bottoms
- Report of water quality testing of Minnesota River from MPCA
- Report on Flying Cloud Landfill
- Watershed Resource Monitoring Plan
- Record retention policy
- AIS Policy
- Riverbank stabilization policy

## Future TAC Agenda Items List

- Review modifications to draft Watershed Management Plan Amendment



Item 4A  
LMRWD 2-21-2018

Minutes of Regular Meeting

Board of Managers

Monday January 8, 2018

County Board Room, Carver County Government Center, 7:00 p.m.

Approved \_\_\_\_\_, 2018

**1. CALL TO ORDER AND ROLL CALL**

On Monday, January 8, 2018, at 7:00 PM in the Board Room of the Carver County Government Center, Chaska, Minnesota, President Shirk called to order the meeting of the Board of Managers of the Lower Minnesota River Watershed District (LMRWD) and asked for roll call to be taken. The following Managers were present: President Yvonne Shirk, Manager Jesse Hartmann and Manager David Raby. In addition, the following were also present: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator; Lindsey Albright, Dakota County SWCD; Taylor Luke, LS Marine; Members of the public: Marina Weddington, and Tom Roberts.

**2. APPROVAL OF THE AGENDA**

Administrator Loomis requested the addition of **Item 5. B. - RFP for Engineering and Legal Services** to New Business on the agenda. Manager Raby pointed out that Old Business **6. I. - Confirm Date of January 2018 Board meeting** was a holdover from the December meeting and should be removed.

**Manager Raby made a motion to approve the agenda as amended. The motion was seconded by Manager Hartmann. The motion carried unanimously.**

**3. CITIZEN FORUM**

Tom Roberts, 11015 Bell Oaks Estate Road, Eden Prairie, asked if it was appropriate for him to ask questions about the Watershed Management Plan. Mr. Roberts said he had attended the previous meeting and asked where they are at with the concerns that were addressed. President Shirk said that while the Plan is an item on the agenda, they are not addressing it tonight. She noted staff is making changes to the plan and those changes will be put on the website and there will be community meetings. Mr. Roberts asked if lines are being changed. President Shirk said they are changing how they are looking at what's done within the district boundaries. It was clarified that nothing has been done with the standards and the District is still in the process of making revisions. President Shirk asked for information about the informational meetings. Administrator Loomis said city meetings have been scheduled. The Eden Prairie meeting is scheduled for February 15th from 5 - 7:30 p.m. at Eden Prairie City Hall. She clarified the language for the bluff standards have been revised to be a permissive standard rather than a restrictive standard. The plan will be brought to the TAC meeting that is being scheduled for the end of January.

**4. CONSENT AGENDA**

The Consent Agenda included the following items:

- A. Approval of Minutes for October 25, 2017 and December 20, 2017 Regular Meeting**
- B. Approval of Financial Reports**
- C. Presentation of Invoices for payment**
  - i. Carver County Finance - for 4th quarter 2017 financial services
  - ii. Naiad Consulting - for October 2017 administrative services & expenses
  - iii. US Bank Equipment Finance - lease payment for copier
  - iv. Greg Zeck - for October & November 2017 webmaster service
  - v. Steinkraus Development LLC - for December office rent
  - vi. Rinke Noonan - for November 2017 legal services
- D. Authorize execution of monitoring services agreement for 2018 with Dakota County SWCD**
- E. Designation of official newspaper**
- F. Designation of Data Practices Compliance Official**
- G. Designation of Official Depository and authorize execution of Financial Services Agreement**
- H. Order preparation of 2017 Annual Report**

Manager Raby asked about the revised appendix to the October 25<sup>th</sup> meeting minutes. He said he didn't see the revised appendix A to the meeting minutes in his meeting packet. Administrator Loomis clarified that was part of the consent agenda packet and it starts on page 8 of the PDF file. She noted there are some areas highlighted in yellow that she review the recording and edit. Approval would be contingent upon review.

**Manager Raby made a motion to approve the consent agenda as amended. The motion was seconded by President Shirk. The motion carried unanimously.**

## **5. NEW BUSINESS/PRESENTATIONS**

### **A. Set and approve 2018 meeting schedule**

Administrator Loomis said she wanted to set a meeting calendar at the beginning of the year, so that meeting dates and times aren't being arranged on the fly.

The first conflict with the regularly scheduled meeting date is in June because of the MAWD summer tour. She provided some possible alternative dates. Manager Raby said the 13<sup>th</sup> would work for him but the other dates would not work for him. The board moved the June meeting to June 13, 2018.

Administrator Loomis said the next conflict is October which falls over MEA. She pointed out that the Board was able to obtain and quorum at the October 2017 meeting and asked if it could present a problem in 2018. Manager Raby said he will not be at the October meeting no matter the date and he has a conflict in September with the regular meeting date. The Board discussed possible dates and Administrator Loomis said the meetings do not have to occur on Wednesdays. The board moved the meetings to Monday, September 17th and Wednesday, October 24th.

The November meeting was moved to Monday, November 19, 2018.

Manager Raby talked about the fact that his term and President Shirk's terms expire March 1st. He was concerned about the timing of the application process and his re-appointment. If the Hennepin County Board wants to interview him, he will be out of town. He is concerned about the re-appointment process because the Board must reconvene the public hearing for the Plan Amendment and it was planned to do that in April. He is not sure Hennepin County appointments will be complete by then.

President Shirk suggested that the public hearing could be re-convened in May.

Manager Hartmann asked if the appointment process is different for each county. The answer is that there is no standardized process and each county manages its own appointments.

**B. RFP for Engineering and Legal Services**

Administrator Loomis said the District is required by statute to advertise for legal and engineering services every two years. She asked the Board to authorize advertisement of an RFP.

**President Shirk made a motion to authorize staff to prepare an RFP for engineering and legal services. The motion was seconded by Manager Raby. The motion carried unanimously.**

**6. OLD BUSINESS**

**A. Dredge Management**

**i. Review Process for funding of maintenance of Navigation Channel**

Information Managers had requested was not ready to present to them.

**ii. Vernon Avenue Dredge Material Management site**

Administrator Loomis said she has spoken with Barr Engineering about the scope of work and cost estimate for the no-rise evaluation.

She reported that she has spoken to the St. Paul Port Authority about how they manage the sale of dredge material. She had asked St. Paul how they advertise material is available for sale. Kathryn Sarnecki from the Port Authority said they use material on Port Authority projects and then what they don't need gets sold by word of mouth. Manager Hartman asked what the protocol is if other parties are interested in purchasing the dredge material.

Mr. Taylor Luke was present and was asked to comment on how the St. Paul port authority disposes of dredge material. Mr. Luke said St. Paul has done it two different ways. In the past they have done an RFP for someone to purchase the stock pile allotment. In the RFP there is a timeframe and dollar value. He said this has not always worked out well for the Port Authority and they can get worked into a corner, if material has not been removed before new material needs to come in.

Mr. Luke said for the past ten years it is a first come first serve basis. They can post on certain websites and publications that material is available - how much, and the type of material. He said this has worked well for the Port Authority and the buyer is then responsible for loading the material and taking it away. He said the MN River site would be a little more difficult to coordinate. He stated he thinks there is a better value when you do a first come first serve basis. He said on the first come first serve that if a job is in the area then the District can open it ip to all the bidders on that project.

Manager Hartman asked if this is the sandy material we were talking about. Mr. Luke said it was and that the silty material is the responsibility of the private parties to dispose of. Mr. Luke said it has been most economical for the material to go to a land fill for daily cover. Manager Hartmann asked if disposing of the material has been a problem. Administrator Loomis said she did not think the District has been very diligent about making it known that material was available. Mr. Luke agreed and said he has already been approached about the sale of material and thinks the District can easily get \$1 per yard if not \$2 per yard.

Manager Hartmann asked about vandalism and trespassing on the site. Mr. Luke said at the beginning of last year they had a piece of equipment vandalized and a window broken. He said that short of policing the site around the clock it is difficult to keep

people out. Administrator Loomis said there is also a wire that was put up to keep vehicles out.

Administrator Loomis questioned the maintenance of Vernon Avenue. Since the city has indicated that the District is responsible for maintaining Vernon Avenue would \$1 - \$2 per yard be enough to cover maintenance of the roadway. Mr. Luke commented on the potholes and said they will be back every year. He said they fill the potholes before the private material is hauled out and the potholes are back

Administrator Loomis had concerns about the city's view of material being sold on a first come first serve basis. She wanted to talk to the city before any material would leave the site. Mr. Luke said it is a little more formal than someone just showing up with a truck and taking material. He also said that if you run into problems with anyone you sell material to, then you just don't do business with them.

The Board thanked Mr. Luke and agreed not to work on the RFP right now.

**iii. Private Dredge Material Placement**

No new information since last report

**B. Watershed Management Plan**

Administrator Loomis said the comment log will be emailed and posted on the website. She reviewed the schedule of the public information meetings. Meetings have been scheduled with Bloomington, Eden Prairie and Burnsville. Staff will make a presentation to the Carver City Council. Staff will also make one last offer to cities for information meetings.

President Shirk asked about the timeline and getting approval of the board before any information is pushed out to the public. Administrator Loomis said staff doesn't want to go out to the public until staff is sure the Board is comfortable with the plan. President Shirk asked about the cost for a homeowner to get a certification from an engineer as is required by the plan. Administrator Loomis said it will depend on what the proposed project is. Manager Raby said from his perspective anyone who is proposing to do something extensive would want to have the geotechnical done. He also agreed it would be dependent upon what is being proposed.

Administrator Loomis noted legal counsel will be at the city meetings as well as the TAC meeting. Board members are also invited to attend.

**C. 2018 Legislative Action**

Administrator Loomis said she has the agreement with Lisa Frenette and is working with Legal Counsel to refine the agreement. She asked that the Board approve the agreement conditionally, subject to staff working out the agreement with Ms. Frenette.

Manager Raby agreed and commented on some specific items in the agreement. He said the scope of work needs to be more flexible and the navigation channel is the primary need, but we may have additional needs. He questioned the payment schedule. Administrator Loomis said she was shocked by the cost of lobbying, but both proposals we had were similar. She said that we were getting a good deal from Mr. Harnack

Manager Raby also pointed out the termination clause needs to be reworded and questioned insurance requirements. He also asked about having her registered to lobby for the LMRWD. Administrator Loomis said she has spoken with Ms. Frenette and asked her to register.

**Manager Raby made a motion to authorize staff to work with legal counsel to prepare the agreement with the above suggestions. The motion was seconded by President Shirk. The motion carried unanimously.**

**D. Website Redesign**

Administrator Loomis said she has a meeting scheduled for Friday. We should be able to get it up and running sometime in February

**E. Education and Outreach Plan**

**i. Education and Outreach Coordinator**

She is working on updating the job position as proposed at the last meeting.

**ii. Friends of the MN River Valley/LMRWD cooperative project**

There is no new information since last report.

**iii. Citizen Advisory Committee**

There is no new information since last report.

**F. LMRWD Projects**

**i. Eden Prairie Area #3 Stabilization**

No information other what was reported in the Executive Summary.

**ii. Riley Creek Cooperative Project/Hennepin County Flying Cloud Drive/CSAH 61 reconstruction project**

No information other what was reported in the Executive Summary.

**iii. Floodplain Lake Coring Project with Freshwater Society**

Administrator Loomis showed a PowerPoint presentation provided by Carrie Jennings. Cores were taken from Colman Lake in Hennepin County and Rice Lake in Scott County to be compared to nearby upland lakes. Both of these lakes (Colman and Rice) are frequently inundated by flood waters and both were flooded when the sediment cores were taken. She showed maps showing transects where cores were taken from each lake. She noted researchers said it is apparent that both lakes are receiving a considerable amount of stormwater. They based that on the observation of the green algae in both lakes. She showed several pictures of the cores at the lab and how the cores are sampled. She had pictures of the equipment used to scan cores. This project was showcased on one of the Dean's tours and visitors were impressed that work of this kind was being used locally. Graphs were shown with information that had been determined from the sampling of the cores taken. The Graphs showed the different kinds of pollens that were taken from the samples. She said one of the things the pollen counts show so far is that the cores did not go back far enough. They will also look at oak pollen to see if that will tell them anything.

The researchers were surprised with the depth of the sediment and are considering going back to take additional, longer cores. Snelling Lake will be added as cores from Snelling Lake are on file. Manager Hartmann asked to be notified when additional cores are taken, as he would like to be there.

**iv. Seminary Fen ravine stabilization project**

No information other what was reported in the Executive Summary.

**v. Analysis of Dakota County Groundwater Project**

No information other what was reported in the Executive Summary.

**vi. East Chaska Creek/ CSAH 61 & TH 41 Transportation Improvement Project**

No information other what was reported in the Executive Summary.



**vii. Savage Fen Ravine Project**

No information other what was reported in the Executive Summary.

**G. Project Reviews**

**i. City of Bloomington - Hyatt House Hotel - Old Shakopee Road**

No information other what was reported in the Executive Summary.

**ii. City of Eden Prairie - 10315 Riverview Road**

No information other what was reported in the Executive Summary.

**iii. Hennepin County Rail Authority - Bluff Creek culvert repair**

No information other what was reported in the Executive Summary.

**iv. City of Burnsville - Xcel Energy Black Dog Plant**

No information other what was reported in the Executive Summary.

**v. City of Chanhassen - Comprehensive Plan review**

No information other what was reported in the Executive Summary.

**vi. MNDOT - I35W Bridge replacement**

Representatives from MNDOT will be at the February 21st meeting.

**H. MPCA Soil Reference Values - no change since last update**

No new information since last update.

~~**I. Confirm date of January 2018 Board meeting**~~

**7. COMMUNICATIONS**

**A. Administrator Report:** Administrator Loomis reported that she had attended a meeting today where BWSR presented the Metro-area Watershed Based Funding Pilot Program in order to distribute money for implementation of projects. Money will be allocated by county and the counties and LGUs within the counties need to decide how to distribute money in the county. The LMRWD will be part of four counties programs. Managers have been invited to be part of the voting groups. There will be meetings of the LGUs in each county and Administrator Loomis said some of the meetings have been set and she will stay on top of this issue. There will be more to report.

President Shirk asked to be notified of the Dakota County meeting.

Administrator Loomis said the Riley Creek Purgatory will be adopting rules regarding wetlands, because of disagreements over the implementation of WCA (Wetland Conservation Act) rules in the cities.

Manager Raby commented on the education program that Administrator Loomis informed Managers about last month. He said he had a hard time understanding what's being requested and questioned the funding. Administrator Loomis said it is funding, but she is not sure how that would work. Manager Raby said she would seem to be a good fit for the Education & Outreach Coordinator.

**B. President:** No report

**C. Managers:** No report.

**D. Committees:** No report

**E. Legal Counsel:** No report

**F. Engineer:** No report

**8. ADJOURN**

**President Shirk made a motion to adjourn. Manager Raby seconded the motion. The meeting was adjourned at 8:23 PM.**

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Dave Raby, Secretary

Attest:

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Linda Loomis, Administrator

Draft

**Item 4.B.**  
**LMRWD 2-21-18**

<b>BEGINNING BALANCE</b>	<b>31-Dec-17</b>	<b>\$ 1,289,341.15</b>
<b>ADD:</b>		
<b>General Fund Revenue:</b>		
Property Tax Settlements		
Carver	\$ 264.84	
Dakota	\$ 1,288.42	
Hennepin	\$ 2,157.31	
Scott	\$ 916.67	
Mobile Home	\$ 17.24	
Tax Increment Finance	\$ 73.22	
Payment in Lieu	\$ 148.66	
Interest Income (July-December)	<u>\$ 30,676.61</u>	
<b>Total Revenue and Transfers In</b>		<b>\$ 35,542.97</b>
<b>DEDUCT:</b>		
<b>Warrants:</b>		
7123 MN Dept. of Revenue 2017 Annual filer-use tax	\$ 58.00	
403906 David Raby 2nd 1/2 2017 per diem & exps.	\$ 1,086.08	
403917 Time Saver Off Site Secretarial November 2017 meeting prep	\$ 207.00	
404083 Braun Intertech 2017 inclinometer readings	\$ 1,371.00	
404086 Burns & McDonnell Nov 2017 engineering services	\$ 44,156.15	
404089 Culligan Bottled Water Water for office	\$ 20.50	
404130 Pace Analytical Services Chloride testing of Ike's Creek	\$ 140.00	
404131 Patchin Messner Dodd & Brumm Special Benefits Report	\$ 907.50	
404144 Steinkraus Development February office rent	\$ 650.00	
404152 US Bank Equipment Finance Copier rental payment	\$ 231.91	
100004557 Carver Soil & Water Cons Dist 2017 Cost Share Project	\$ 3,555.19	
100004569 Naiad Consulting Nov 2017 admin services & exp	\$ 10,742.58	
100004575 Yvonne Shirk 2nd 1/2 2017 per diem & exps.	<u>\$ 578.50</u>	
<b>Total Warrants/Reductions</b>		<b><u>\$ 63,704.41</u></b>
<b>ENDING BALANCE</b>	<b>31-Jan-18</b>	<b>\$ 1,261,179.71</b>

<b>EXPENDITURES</b>	2017 Budget	December Actual	YTD 2017	Over (Under) Budget
<b>Administrative expenses</b>	\$ 250,000.00	\$ 18,061.71	\$ 210,985.71	\$ (39,014.29)
<b>Cooperative Projects</b>				
Gully Contingency Fund	\$ 40,000.00			\$ (40,000.00)
Ravine Stabilization at Seminary Fen in Chaska		\$ 146.25	\$ 148,229.75	\$ 148,229.75
Eden Prairie Bank Stabilization Area #3	\$ 75,000.00	\$ 1,371.00	\$ 4,399.00	\$ (70,601.00)
Eagle Creek	\$ 12,000.00			\$ (12,000.00)
USGS Sediment & Flow Monitoring	\$ 18,500.00		\$ 18,631.00	\$ 131.00
<b>509 Plan Budget</b>				
<i>Resource Plan Implementation</i>				
Riley Creek Cooperative Project with RPBCWD	\$ 100,000.00		\$ 4,998.00	\$ (95,002.00)
Seminary Fen Gap Analysis	\$ 75,000.00			\$ (75,000.00)
Dakota County groundwater modeling	\$ 35,000.00			\$ (35,000.00)
Local Water Management Plan reviews	\$ 16,800.00		\$ 2,678.24	\$ (14,121.76)
Project Reviews	\$ 20,000.00	\$ 2,127.13	\$ 7,215.63	\$ (12,784.37)
<i>Monitoring</i>	\$ 65,000.00	\$ 140.00	\$ 16,162.87	\$ (48,837.13)
<i>Monitoring Data Analysis</i>		\$ 2,272.25	\$ 10,227.80	\$ 10,227.80
<i>Technical Assistance</i>				\$ -
<i>Watershed Management Plan</i>				\$ -
Next Generation Watershed Management Plan				\$ -
Plan Clarification and proposed rules				\$ -
Plan Amendment	\$ 50,000.00	\$ 30,687.78	\$ 133,261.48	\$ 83,261.48
Vegetation Management Standard/Plan				\$ -
<i>Public Education/CAC/Outreach Program</i>	\$ 32,100.00	\$ 2,475.60	\$ 51,381.71	\$ 19,281.71
<i>Cost Share Program</i>	\$ 20,000.00	\$ 3,555.19	\$ 15,063.49	\$ (4,936.51)
Savage Fen/Dakota Ave. Ravine Stabilization Project				\$ -
				\$ -
<b>Nine Foot Channel</b>	\$ 80,000.00	\$ 1,985.50	\$ 58,749.72	\$ (21,250.28)
<b>Total:</b>	<b>\$ 889,400.00</b>	<b>\$ 62,822.41</b>	<b>\$ 681,984.40</b>	

EXPENDITURES	2018 Budget	January Actual	YTD 2018	Over (Under) Budget
<b>Administrative expenses</b>	\$ 250,000.00	\$ 882.00	\$ 882.00	\$ 249,118.00
				\$ -
<b>Cooperative Projects</b>				\$ -
Gully Erosion Contingency Fund				\$ -
Ravine Stabilization at Seminary Fen in Chaska				\$ -
Eden Prairie Bank Stabilization Area #3				\$ -
Eagle Creek				\$ -
USGS Sediment & Flow Monitoring	\$ 18,500.00			\$ 18,500.00
				\$ -
<b>509 Plan Budget</b>				\$ -
<i>Resource Plan Implementation</i>				\$ -
Sustainable Lakes Management Plan (Trout Lakes)	\$ 50,000.00			\$ 50,000.00
Geomorphic Assessments (Trout Streams)	\$ 50,000.00			\$ 50,000.00
Paleolimnology Study (Floodplain Lakes)	\$ 50,000.00			\$ 50,000.00
Fen Stewardship Program	\$ 75,000.00			\$ 75,000.00
District Boundary Modification	\$ 10,000.00			\$ 10,000.00
East Chaska Creek Treatment Wetland Project	\$ 10,000.00			\$ 10,000.00
Minnesota River Sediment Reduction Strategy	\$ 25,000.00			\$ 25,000.00
Seminary Fen - gap analysis				\$ -
Data Assessments and Program Review				\$ -
Dakota County groundwater modeling				\$ -
Riley Creek Cooperative Project	\$ 50,000.00			\$ 50,000.00
Local Water Management Plan reviews	\$ 12,000.00			\$ 12,000.00
Project Reviews	\$ 16,000.00			\$ 16,000.00
<i>Monitoring</i>	\$ 65,000.00			\$ 65,000.00
<i>Monitoring Data Analysis</i>				\$ -
<i>Technical Assistance</i>				\$ -
<i>Watershed Management Plan</i>				\$ -
Plan Amendment	\$ 50,000.00			\$ 50,000.00
Vegetation Management Standard/Plan				\$ -
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00			\$ 30,000.00
<i>Cost Share Program</i>	\$ 20,000.00			\$ 20,000.00
Savage Fen/Dakota Ave. Ravine Stabilization Project				\$ -
				\$ -
<b>Nine Foot Channel</b>	\$ 50,000.00			\$ 50,000.00
Dredge Site Improvements	\$ 240,000.00			\$ 240,000.00
<b>Total:</b>	<b>\$ 1,071,500.00</b>	<b>\$ 882.00</b>	<b>\$ 882.00</b>	



## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### **Executive Summary for Action**

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, February 21, 2018

#### **Agenda Item**

#### **Item 5. A. - I 35W Bridge Replacement by MNDOT**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

Mr. Scott Pederson and Mr. Bryce Fossand will be present to inform Managers of plans to replace I 35W Bridge over the MN River and the impacts the proposed plan may have on water resources. They will take questions from the Managers.

Staff has reviewed the Environmental Assessment and supporting drainage plan. The review has not yet been sent to MNDOT, but staff anticipates that it will be sent the week of the Board meeting. Staff comments are attached for Managers review.

#### **Attachments**

Staff comments on I-35W Bridge replacement Environmental Assessment

#### **Recommended Action**

No action recommended

# Technical Memorandum

To: Linda Loomis, Administrator

From: Della Schall Young, CPESC, PMP

Date: February 15, 2018

Re: I-35W from Cliff Road (CSAH 32) to West 106<sup>th</sup> Street Project

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The Environmental Assessment (EA) and supporting drainage plan for the I-35W from Cliff Road (CSAH 32) to West 106<sup>th</sup> Street Project (Project) was reviewed as requested by the Lower Minnesota River Watershed District (District). As stated in the EA, the primary reason for the project is to provide a structurally sound bridge crossing over the Minnesota River. Several secondary reasons were provided, including safety and flood hazard management.

The proposed Project extends from the I-35W/Cliff Road interchange in the city of Burnsville to north of the I-35W/West 106<sup>th</sup> Street interchange in the city of Bloomington within the counties of Hennepin and Dakota. It consists of the following:

- Replacement of the I-35W Minnesota River Bridge.
- Reconstruction of approximately two miles of I-35W adjacent to the Minnesota River Bridge.
- Replacement of the I-35W bridges over West 106<sup>th</sup> Street.

The supporting documentation provides, as required, an evaluation of the potential impacts the Project could have on the environment and how those potential impacts would be mitigated. Additionally, it acknowledges that the Project triggers the District's Stormwater management, Construction Erosion and Sediment Control, Shoreline and Streambank Alterations, and Floodplain and Drainage Alteration standards. The information provided, in addition to the review and conditional use permit issued the City of Burnsville for work within the floodplain, sufficiently satisfies the District's requirements.

It is anticipated that during the design-build process, changes will be made to the Project. Changes affecting stormwater and floodplain calculations must be updated, and a narrative sent to the District expressing how the Project will maintain compliance with its standards. Also, during construction of in-water features, the District should be notified 48 hours before the start of those construction activities.

cc: Jeffrey Thuma, Burns & McDonnell





## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, February 21, 2018

#### Agenda Item

#### Item 5. B. - Metro-Area Watershed Based Funding Pilot Program

#### Prepared By

Linda Loomis, Administrator

#### Summary

Managers were informed of the new approach that the Board of Water & Soil Resources (BWSR) is taking with respect to distributing Clean Water Funds within the seven county Metro area at the January meeting. The Pilot Program is in response to the development of One Watershed One Plan and funding implementation plans identified within those plans. In the Metro area Water Management Organizations have been tasked to develop Watershed Management Plans since the enactment, in 1982, of the Metropolitan Surface Water Management Act. Under the Act Watershed Management Organizations are mandatory in the Metropolitan area and are required to develop watershed management plans. For that reason, One Watershed One Plan will not be developed in the Metro area. This Pilot Program is how BWSR intends to provide parity in the Metro area with Clean Water Funds distributed to fund One Watershed One Plans outside the Metro area.

Through this pilot program, which will address project years 2018 and 2019, \$455M will be provided to the Metro area and will be allocated by county. During this time it will be important to document how the pilot program works and provide feedback to BWSR to improve the program moving forward beyond 2019. Each county in the Metro area can determine how funds allocated to the county are to be divided. The Soil & Water Conservation Districts of each county were tasked with convening meetings of local governmental units (LGUs) eligible to receive funding. To receive funding an LGU must have a state approved watershed management plan. In the case of cities, the local water management plan must be approved by the water management organizations with jurisdiction within municipal boundaries.

Since the initial meeting called by BWSR on January 8th, each county has held an initial meeting to determine how money should be allocated. Each LGU is being asked to appoint a representative that will have authority to agree to the funding formula on behalf of the LGU. Once a distribution formula has been set by each county, governing boards will be asked to approve. So far it looks like funds will be allocated in each county as follows:

- Carver - \$749,200 total funds available each year. Carver is planning to allocate funds based 50% on land area within the County and 50% on market value. Under this formula the LMRWD would receive \$25,472. Carver County is planning to meet with again on February 23 with the cities. The LMRWD was asked to provide a list of projects that might be funded under the Pilot Program. We have submitted the East Chaska Creek treatment wetland project. However, staff received notice February 16th that there may be projects included in the CSAH 61/TH 41 Transportation improvement project that could be substituted.
- Dakota - (I was not able to attend the Dakota County meeting) \$1,018,000 total funds available. Dakota is planning to allocate funds based on a base allocation of \$50,000 and then the remaining funds would be divided based 50%

on land area within the County and 50% on market value. Under this formula, the LMRWD would receive \$65,450. Dakota County has asked that each of the LGUs prioritize projects that it would consider under the program.

- Hennepin - \$1,018,000 total funds available. Hennepin County may prove the most difficult to agree upon a funding formula, as there are 12 water management organizations and 47 cities. BWSR recommended that funds allocated to Hennepin County be placed in a competitive pool for the Metro-area. The WMOs have met once to discuss how funds may be allocated and have another meeting scheduled. Hennepin County consists of three major river watersheds; the Mississippi, the Minnesota and the Crow. If Hennepin cannot agree on how to allocate funds, the three WMOs within the Minnesota River Watershed have agreed to work together to improve chances of winning funds competitively. At the meeting several scenarios were proposed to divide the funds amongst the LGUs. The amount the LMRWD would receive ranges from \$25,654 (based 100% on market value) to \$59,970 (based 100% on land area). There was some talk about using an inverse proportion, however I think it is unlikely that those formula would be used.
- Scott - \$749,200 total funds available. Scott County talked about a base amount of \$75,000 to each LGU and then dividing the remaining funds based 50% on land area and 50% on market value. This County discussed using population as part of the allocation formula, but it seems that market value will be used instead. They also discussed using a portion of the money, \$149,000, on a rotating basis for an LGU to be able to anticipate reliable funding for planning purposes. Projects would be prioritized by the group. The SWCD is collecting information from each of the WMOs about possible projects to be funded to help inform a decision. Using 50% land area and 50% market value plus the base allocation the LMRWD would receive \$146,550. Using 50% land area and 50% population plus the base allocation the LMRWD would receive \$121, 383. Staff discussed a possible project with the city of Savage to develop a management plan for the High Value Resource Area surrounding Savage Fen.

There was discussion at each county meeting as to whether or not funds allocated to one county could be used for a project outside the county if that project would provide benefits in the county, such as Minnehaha Creek Watershed District using Hennepin County funds in Carver County, the headwaters of Lake Minnetonka and Minnehaha Creek or the Vermillion River WMO using Dakota County funds in Scott County the headwaters of the Vermillion River. The answer to this question is that it would be up to the representative group from each county to make that decision. This impacts the LMRWD in that we are part of four counties and the allocation to the LMRWD, in some counties, is not very significant, however if the District were able to pool the funds allocated by each county, there would be sufficient funds to complete a project.

There will still be funds available statewide that any Metro area LGU can compete for.

I did indicate at each meeting that the primary goal of the LMRWD is to improve water quality and that the Managers would support allocating money where it would do the most good. I said that the LMRWD Board would like to see funds divided equitably between the Mississippi River's and the Minnesota River's watersheds.

The Pilot Program was discussed at the TAC meeting so that cities could think about projects to work in partnership with the LMRWD. Staff has also discussed how the District might reflect funding allocated in this manner in its CIP in order to make the best use of funds.

Information is attached from BSWR with more details about the program, as well as meeting notes from each of the counties meetings.

#### **Attachments**

BWSR 2018 Metro-area Watershed Based Funding Guiding Principals  
BWSR 2018 Metro-area Watershed Based Funding Pilot Program Policies  
BWSR 2018 Metro-area Watershed Based Funding Pilot Program FAQs  
Carver County notes from meeting 1 & 2  
Dakota County notes from February 7, 2018 meeting  
Hennepin County notes from pre-convene meeting  
Scott County notes from meeting

#### **Recommended Action**

Motion to appoint a representative to act on behalf of the LMRWD at County meetings.

## Guiding Principles

### Watershed-based Funding Pilot Program

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#### Vision

*BWSR's vision is to move towards more systematic Clean Water Funding for local water management (LWM) authorities on a watershed basis. This funding approach will result in greater efficiency and effectiveness for both LWM authorities and the state and is critical for Minnesota to reach its clean water goals. This funding model could also serve as a future framework for broadening funding to include other state funding sources associated with supporting LWM activities.*

#### Purpose

*The purpose of this document is to further outline this vision by providing the guiding principles that will direct and influence future policies and procedures for Clean Water Funds appropriated to the Board of Water and Soil Resources for the purposes of implementing comprehensive watershed management plans. Eligible watersheds are defined as those areas that have watershed management plans developed under the One Watershed, One Plan Program or the Metropolitan Surface Water Management Act.*

- **Watershed-based funding will be used to implement activities identified in comprehensive watershed management plans developed under the One Watershed, One Plan program, the Metropolitan Surface Water Management Act, or the Metropolitan Groundwater Management Act.** These plans focus on results and an evidence-based decision-making process. Plans contain implementation timelines, milestones, and cost estimates that address the largest pollution threats and provide the greatest environmental benefits to each watershed.
- **Watershed-based funding must be based upon accountability and performance in achieving measurable progress towards elements of the comprehensive watershed management plan.** Requests for funding must include transparent standards of accountability and performance criteria to objectively evaluate and prioritize funding based on outcomes.
- **Watershed-based funding will be consistent with the Nonpoint Priority Funding Plan (NPPF).** Leadership from State agencies tasked with protection and restoration of Minnesota's water resources came together and agreed on a set of high-level State priorities and criteria to ensure Clean Water Funds are used effectively and efficiently. BWSR must allocate funding according to the priorities and criteria identified in the NPPF when Clean Water Funds are the source of funding.
- **Watershed-based funding envisions a holistic and flexible approach that includes both protection and restoration.** Recognizing that the level of government closest to the ground can best understand resource management needs and implement effective strategies, funding should not be strictly prescribed to a limited number of conservation practices but should allow the flexibility needed by local



water management authorities to address watershed-specific priorities identified in comprehensive watershed management plans consistent with the requirements of the available funding source(s).

- **Watershed-based funding envisions funding requests through a single watershed based work plan.** LWM authorities, as provided in their formal implementation agreement, submit a commitment to collaboratively pursue priority projects and, as identified within the implementation schedule of their approved comprehensive watershed management plans.
- **Watershed-based funding will require a non-state contribution.** A non-state match will be required from LWM authorities in order to have access to this state funding.

## FY 2018 Watershed-Based Funding Pilot Program Policy

*From the Board of Water and Soil Resources, State of Minnesota*

**Version:** FY2018  
**Effective Date:** 12/20/2017  
**Approval:** Board Resolution #17-96

### Policy Statement

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The Clean Water Fund was established to implement part of Article XI, Section 15, of the Minnesota Constitution, and Minnesota Statutes §114D with the purpose of protecting, enhancing, and restoring water quality in lakes, rivers, and streams and to protect groundwater and drinking water sources from degradation.

#### Applicable Clean Water Fund Programs and Grants

- Watershed-based Funding Pilot Program

### Reason for the policy

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The purpose of this policy is to provide expectations for implementation activities conducted via the Board of Water and Soil Resources (BWSR) Clean Water Fund (CWF) Watershed-based Funding Pilot program as defined by the Clean Water Fund appropriation under Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a).

*\$4,875,000 the first year and \$4,875,000 the second year are for a pilot program to provide performance-based grants to local government units. The grants may be used to implement projects that protect, enhance, and restore surface water quality in lakes, rivers, and streams; protect groundwater from degradation; and protect drinking water sources. Projects must be identified in a comprehensive watershed plan developed under the One Watershed, One Plan or metropolitan surface water management frameworks or groundwater plans. Grant recipients must identify a non-state match and may use other legacy funds to supplement projects funded under this paragraph.*

BWSR will use grant agreements for assurance of deliverables and compliance with appropriate statutes, rules and established policies. Willful or negligent disregard of relevant statutes, rules and policies may lead to imposition of financial penalties or future sanctions on the grant recipient.

BWSR's Grants Administration Manual (<http://www.bwsr.state.mn.us/grants/manual/>) provides the primary framework for local management of all state grants administered by BWSR.

# Program Requirements

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## 1. Local Governmental Unit Eligibility Criteria

In the seven-county Twin Cities Metropolitan Area, eligible recipients through this policy include local governments (counties, watershed districts, watershed management organizations, soil and water conservation districts, and municipalities<sup>1</sup>) having a current state approved and locally adopted: watershed management plan required under §103B.231, county groundwater plan authorized under §103B.255, or soil and water conservation district comprehensive plan under Minnesota statutes §103C.331, Subd. 11 who have partnered within a county boundary to develop a joint work plan. The BWSR reserves the right for the Executive Director to determine if the partnership is sufficient to meet the goals of the pilot program. Disputes to this decision may be brought to the BWSR Central Region Committee.

For areas outside of the seven-county Twin Cities Metropolitan Area, eligible recipients include partnerships of local governments (counties, soil and water conservation districts, watershed management organizations, watershed districts and other local governments) that have a current state approved and locally adopted comprehensive watershed management plan authorized under Minnesota statutes §103B.101, Subd. 14 or §103B.801 and a formal agreement to implement this plan together. Local governments within the partnership that have not adopted the state approved comprehensive watershed management plan cannot directly receive these funds; however, implementation may still occur with these funds in the geographic area of that local government by another entity within the partnership.

All recipients must be in compliance with applicable federal, State, and local laws, policies, ordinances, rules, and regulations. Recipients who have previously received a grant from BWSR must be in compliance with BWSR requirements for grantee website and eLINK reporting before grant execution and payment.

## 2. Match Requirements

A non-State match equal to at least 10% of the amount of the Watershed-Based Funding received is required. Match can be provided by a landowner, land occupier, private organizations, local government or other non-State sources and can be in the form of cash or the cash value of services or materials contributed to the accomplishment of grant objectives.

## 3. Eligible Activities

The primary purpose of activities funded through this program is to implement projects that protect, enhance, and restore surface water quality in lakes, rivers, and streams; protect groundwater from degradation; and protect drinking water sources. Eligible activities must be identified in the state approved, locally adopted comprehensive watershed management plan developed under Minnesota statutes §103B.101, Subd. 14 or §103B.801, watershed management plan required under §103B.231, or county groundwater plan authorized under §103B.255 and have a primary benefit towards water quality. Activities must be first submitted through a

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<sup>1</sup> Municipalities (cities and townships) in the seven-county metropolitan area are eligible if they have a water plan that has been approved by a watershed district or a watershed management organization as provided under Minn. Stat. 103B.235.

work plan that will be reviewed by BWSR. The work plan must be approved by BWSR prior to funds being distributed.

Eligible activities can consist of structural practices and projects; non-structural practices and measures, program and project support, and grant management and reporting. Technical and engineering assistance necessary to implement these activities are considered essential and are eligible to be included. Activities that result in multiple benefits are strongly encouraged.

- 3.1 **Practice Standards.** All practices must be consistent with the Natural Resource Conservation Service (NRCS) Field Office Technical Guide (FOTG), Minnesota Stormwater Manual, or be professionally accepted engineering or ecological practices. Design standards for all practices must include specifications for operation and maintenance for the effective life of the given practice, including an inspection schedule and procedure.
- 3.2 **Effective Life.** All practices must be designed and maintained for a minimum effective life of ten years for best management practices and 25 years for capital improvement practices. The beginning date for a practice's effective life is the same date final payment is approved and the project is considered complete. Where questions arise under this section, the effective lifespan of structural practices and projects shall be defined by current and acceptable design standards or criteria as defined in Section 3.1.
- 3.3 **Project Assurances.** The grantee must provide assurances that land owners or land occupiers receiving this funding will keep the practice in place for its intended use for the expected lifespan of the practice. Such assurances may include easements, deed recordings, enforceable contracts, performance bonds, letters of credit, and termination or performance penalties. BWSR may allow replacement of a practice or project that does not comply with expected lifespan requirements with a practice or project that provides equivalent water quality benefits. See also the Projects Assurances section of the Grants Administration Manual.
- 3.4 **Operation, Maintenance and Inspections.** Identifying operation and maintenance activities specific to the installed practices is critical to ongoing performance of installed practices as well as to planning and scheduling those activities. An operation and maintenance plan must be prepared by designated technical staff for the life of the practice and be included with the design standards. An inspection schedule, procedure, and assured access to the practice site shall be included as a component of maintaining the effectiveness of the practice.
- 3.5 **Technical and Administrative Expenses.** Clean Water Funds may be used for actual technical and administrative expenses to advance plan implementation. Eligible expenses include the following activities: grant administration, site investigations and assessments, design and cost estimates, construction supervision, and construction inspections. Technical and administrative expenditures must be appropriately documented according to the Grants Administration Manual.
- 3.6 **Grant Management and Reporting.** All grant recipients are required to report on the outcomes, activities, and accomplishments of Clean Water Fund grants. The grant funds may be used for local grant management and reporting that are directly related to and necessary for implementing the project or activity.

**3.7 Livestock Waste Management Practices.** Funding for application of conservation practice components to improve water quality is limited to: livestock management systems that were constructed before **October 23, 2000**, and livestock operations registered with the Minnesota Pollution Control Agency Database or its equivalent and are not classified as a Concentrated Animal Feeding Operation (CAFO) and have less than 500 animal units (AUs), in accordance with Minnesota Rule Chapter 7020.

BWSR reserves the right to deny, postpone or cancel funding where financial penalties related to livestock waste management violations have been imposed on the operator.

- a. Funded projects must be in compliance with standards in MN Rule Chapter 7020 upon completion.
- b. Eligible practices and project components must meet all applicable local, State, and federal standards and permitting requirements.
- c. Eligible practices are limited to best management practices listed by the MN USDA-NRCS. ([www.nrcs.usda.gov/wps/portal/nrcs/detail/mn/programs/financial/eqip/?cid=nrcs142p2\\_023513](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/mn/programs/financial/eqip/?cid=nrcs142p2_023513))
- d. Feedlot roof structure is an eligible practice with the following payment limitation: The maximum grant for a feedlot roof structure is not to exceed \$100,000. Funding is not eligible for projects already receiving flat rate payment equaling or exceeding this amount from the NRCS or other State grant funds.
- e. Feedlot relocation is an eligible practice, with the following conditions:
  - 1) The existing eligible feedlot must be permanently closed in accordance with local and State requirements,
  - 2) Payment Limitation: The maximum grant for a feedlot relocation is not to exceed \$100,000. Funding is not eligible for projects already receiving flat rate payment equaling or exceeding this amount from the NRCS or other State grant funds.
  - 3) The existing and relocated livestock waste management systems sites are considered one project for grant funding.

### **3.8 Subsurface Sewage Treatment Systems**

- a. Only identified imminent threat to public health systems (ITPHS) are eligible for grants funds, except as provided under b. Project landowners must meet low income thresholds. Low income guidelines from U.S Rural Development are strongly encouraged as the basis for the definition of low income.
- b. Proposed community wastewater treatment systems involving multiple landowners are eligible for funding, but must be listed on the MPCA's Project Priority List (PPL) and have a Community Assessment Report (CAR) or facilities plan [Minn. Rule 7077.0272] developed prior to work plan submittal. For community wastewater system applications that include ITPHS, systems that fail to protect groundwater are also eligible.
- c. In an unsewered area that is connecting into a sewer line to a municipal waste water treatment plant (WWTP), the costs associated with connecting the home to the sewer line is eligible for funding if the criteria in a. and b. above are met.



**3.9 Multipurpose Drainage Management.** Proposed activities must be conducted adjacent to, on, or within the watershed of a priority Minnesota Statutes Chapter 103E Drainage System(s). Following is a list of eligible conservation practices and activities.

- a. NRCS Conservation Practice Standard (CPS) Code 410 Grade Stabilization Structure: When proposing side inlet structures in combination with a continuous berm along a Chapter 103E drainage ditch, eligibility is limited to the side inlet pipes and construction of an average 3 ft. high (above existing ground) berm.
- b. CPS Code 412 Grassed Waterway
- c. CPS Code 638 Water and Sediment Control Basin
- d. Open tile inlet replacement: Replacement of existing open tile inlets with water quality improvement inlets (e.g. perforated riser, dense pattern tile, or gravel inlet) in accordance with NRCS CPS Code 606 Subsurface Drain, as applicable, to reduce sediment entering a Chapter 103E drainage system via subsurface drainage tile.
- e. Storage and Treatment Wetland Restoration: This activity requires a perpetual flowage and conservation easement to be held by the Chapter 103E drainage system.
- f. A perpetual flowage and conservation easement must be approved by BWSR for entire contiguous storage and treatment wetland restoration(s) on, or within the watershed of, a Chapter 103E drainage system. Total payment rates, including match shall not exceed Reinvest in Minnesota (RIM) rates. The perpetual flowage and conservation easement must include an upland buffer of perennial native vegetation around the wetland area having a minimum width of 30 feet and average width of 50 feet, except where the wetland boundary is adjacent to a road right-of-way or property boundary, as approved by BWSR. The maximum upland buffer to increase multipurpose benefits or square off the easement area is limited to a 1:1 upland to wetland area ratio for each wetland, as approved by BWSR. Payable non-cropland buffer acres are limited to 20% of the total buffer acres. Design and construction components necessary for wetland and upland buffer restoration are eligible.
- g. NRCS Conservation Activity Plan (CAP) 130 Drainage Water Management Plan: The CAP 130 can include controlled subsurface drainage, denitrifying bioreactor, and saturated buffer components. The plan must be developed by a Technical Service Provider (TSP) certified in the NRCS Tech Regulation for CAP 130.
- h. CPS Code 587 Structure for Water Control:
- i. CPS Code 554 Drainage Water Management, Implementation/Operation: A CAP 130 is required. For areas where controlled subsurface drainage structures have been installed to manage water levels, NRCS rates must be applied.
- j. CPS Code 604 Saturated Buffer:
- k. Code 605 Denitrifying Bioreactor:

**3.10 Non-Structural Practices and Measures.** Non-structural practices and activities that supplement, or exceed current minimum State standards or procedures for protection, enhancement, and restoration of water quality in lakes, rivers, and streams or that protect groundwater from degradation are eligible. Non-structural vegetative practices must follow the Native Vegetation Establishment and Enhancement Guidelines: [www.bwsr.state.mn.us/native\\_vegetation/seeding\\_guidelines.pdf](http://www.bwsr.state.mn.us/native_vegetation/seeding_guidelines.pdf).

- a. **In-lake or in-channel treatment.** Best management practices such as rough fish management, lake drawdown and alum treatments that have been identified as an implementation activity in a TMDL study or Watershed Restoration and Protection Strategies document are allowable. A feasibility study must be completed, reviewed and approved by BWSR staff prior to funds being spent on these activities. Eligible costs apply only to initial costs for design and implementation. All subsequent applications and treatments under this subsection are considered to be Operations and Maintenance expenses that are a local responsibility.
- b. **Incentives.** Incentives may be used to encourage landowners to install or adopt land management practices that improve or protect water quality. Incentive payments and enhanced protection measures should be reasonable and justifiable, supported by grant recipient policy, consistent with prevailing local conditions, and must be accomplished using established standards. All incentivized practices or procedures must have a minimum duration of at least 3 years with a goal of long-term landowner adoption. BWSR reserves the right to review and approve incentive payment rates established by grant recipient policy. Any projects proposing incentives for more than 3-years must be reviewed by BWSR staff and approved by the Executive Director prior to work plan approval.
- c. **Project Support.** Eligible activities include community engagement, education and outreach, equipment and other activities, which directly support or supplement the goals and outcomes expected with the implementation of items identified in section 3.0 above. Refer to guidance within the Grants Administration Manual for Capital Equipment Purchases.
- d. **Easements.** Proposed use of easements and payment amounts must be reviewed and approved by BWSR staff prior to expenditure of grant funds to acquire an easement. Total payment rates for perpetual easements, including match shall not exceed Reinvest in Minnesota (RIM) rates.

#### 4. Ineligible Activities

The following activities will not be considered:

- a. Activities that do not have a primary benefit of water quality
- b. Stormwater conveyances that collect and move runoff, but do not provide water quality treatment benefit
- c. Replacement, realignment or creation of trails or roads
- d. Municipal wastewater treatment
- e. Municipal drinking water supply facilities or individual drinking water treatment systems
- f. Routine maintenance activities within the effective life of existing practices or projects
- g. General maintenance and repair of capital equipment
- h. Activities having the primary purpose of water quality monitoring
- i. Livestock Waste Management Practices: Practices and activities that are not listed in the USDA NRCS-EQIP docket or are not included in the USDA NRCS eFOTG
- j. Subsurface Sewage Treatment Systems (SSTS):
  - 1) Small community wastewater treatment systems serving over 10,000 gallons per day with a soil treatment system, and
  - 2) A small community wastewater treatment system that discharges treated sewage effluent directly to surface waters without land treatment.

- k. Drain tile, except for tile outlets required for water and sediment control basins, tile required to make eligible drainage water management practices function, and dense pattern tile to replace open tile inlet(s)
- l. Ditching except if needed for the creation of a storage and treatment wetland restoration
- m. Back-flow preventing flap gates on side inlet structure pipes where a system-wide analysis has not been completed
- n. Bridges
- o. Fee title land acquisition (costs may count towards match)
- p. Contribution to a contingency or reserve fund that extends beyond the grant agreement period
- q. Payment(s) to an equipment replacement fund

## 5. Technical Expertise

The grantee has the responsibility to ensure that the designated technical staff have the appropriate technical expertise, skills and training for their assigned role(s). See also the Technical Quality Assurances section of the Grants Administration Manual.

**5.1 Technical Assistance Provider.** Grantees must identify the technical assistance provider(s) for the practice or project and their credentials for providing this assistance. The technical assistance provider(s) must have appropriate credentials for practice investigation, design, and construction. Credentials can include conservation partnership Job Approval Authority (JAA), also known as technical approval authority; applicable professional licensure; reputable vendor with applicable expertise and liability coverage; or other applicable credentials, training, and/or experience.

**5.2 BWSR Review.** BWSR reserves the right to review the qualifications of all persons providing technical assistance and review the technical project design if a recognized standard is not available.

## 6. Practice or Project Construction and Sign-off

Local governments receiving these funds shall verify that the practice or project was properly installed and completed according to the plans and specifications, including technically approved modifications, prior to authorization for payment.

## 7. BWSR Grant Work Plan, Reporting, and Reconciliation Requirements

BWSR staff is authorized to develop grant agreements, requirements and processes for work plans and project outcomes reporting, closeouts, and fiscal reconciliations. All grantees must follow the Grants Administration Manual policy and guidance. BWSR recognizes that as a pilot program activities may be identified after the work plan is approved. Work plan revisions must follow the BWSR Grants Administration Manual procedures for Grant Agreement Amendments and Work Plan Revisions.

In the event there is a violation of the terms of the grant agreement, BWSR will enforce the grant agreement and evaluate appropriate actions, up to and including repayment of grant funds at a rate up to 150% of the grant agreement.

## **8. Performance**

Watershed-based funding will be based upon accountability and performance in achieving measurable progress towards elements of the comprehensive watershed management plan. As a performance-based grant, BWSR reserves the right to modify, suspend, or cancel the grant agreement at any time if work under the grant agreement is found by BWSR to be unsatisfactory. Performance under this program may impact future watershed-based funding allocations.

A future performance measure under consideration for these grants is the amount or percent leveraged funds; therefore, grantees are encouraged to report all funds leveraged above and beyond the required match.

## **History**

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This version is the first for this policy

## **Contact**

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For Clean Water Programs: Marcey Westrick, Clean Water Coordinator

## **FY 2018-19 Clean Water Fund Watershed-based Funding Pilot Program: Metropolitan Area Specific Questions Frequently Asked Questions (FAQs)**

The Watershed-based funding pilot in the Seven-County Metropolitan Area is being implemented differently than the rest of the state, recognizing that comprehensive watershed management planning has been taking place in this area since 1982. The following questions apply to the Metro Area only.

### **Q1: Projects identified in Metropolitan Groundwater plans are considered eligible. How will these projects be compared to surface water projects?**

**A:** Prioritization between groundwater and surface water will be decided by the local partnership: funding is intended to be holistic and flexible so priorities and projects for each can be included in the budget request if the partners agree on prioritizing both.

### **Q2: Are cities and townships within the 7-County Metro Area eligible for this funding, and what if they wish not to participate in the process?**

**A:** Cities and townships with approved local water plans under Minn. Stat. 103B.235 are eligible to receive funds. A city or township may choose not to participate and; therefore, would not be eligible to directly receive watershed-based funding. Cities and townships will be invited to a county-wide convene meeting by a group facilitator. The invitation will include a deadline for responding to the invitation. Lack of response by the deadline will be considered a decision not participate.

### **Q3: Can cities and townships, or Joint Powers Watershed Management Organizations (JPA WMOs) representing those cities and townships, participate in metro convene meetings?**

**A:** Cities and townships with approved local water plans under Minn. Stat. 103B.235 should be invited to participate; watershed districts, JPA WMOs, counties (with approved groundwater plans), cities, townships and SWCDs are all eligible for these funds and should have an opportunity to participate in the collaborative process.

**Q4: Do cities and townships have an unfair advantage in the decision making process if a JPA WMO representing cities is attending meetings as well as city/township representatives themselves?**

**A:** As part of the metro-area pilot, the local governments within a county geographic area are responsible for deciding the decision making structure they will use. Participants are encouraged to select an equitable process.

**Q5: What documentation is required by BWSR to demonstrate that a local government is or is not participating in the Watershed-based Funding pilot?**

**A:** The communication or invitation sent by the group facilitator for the convene meetings should include a deadline for responding to the invitation and a statement indicating that no response will be interpreted as declining to participate.

If a local government has decided to participate in the convene meetings, they can accept meeting invitations or provide a written acceptance to the group facilitator stating they wish to participate in the process.

If a local government has decided not to participate in a collaborative process, they can decline invitations to scheduled meetings or provide a written indication to the group facilitator stating they do not wish to participate in the process.

**Q6: Who will the invitation to participate be sent to?**

**A:** For cities and townships, the invitation should be sent to the person with responsibility for the local water plan, with the city administrator or township clerk copied. For the watershed districts and JPA WMOs, the invitation should be sent to the organization administrator or the board chair if there is not an administrator. For SWCDs, the invitation should be sent to the district manager.

**Q7: What documentation is required by BWSR to demonstrate that a local government is participating in the collaborative process for the Watershed-based Funding pilot?**

**A:** Due to local matching requirement involved, a local government wishing to participate in a collaborative process, should follow their own procedures and policies regarding receiving state grant funding.

This may include a board resolution or motion acknowledging the intent to move forward with identified projects and providing necessary match.

**Q8: What documentation is required by BWSR to demonstrate a collaborative partnership amongst multiple local governments within a county geographic area for the Watershed-based Funding pilot?**

**A:** As part of the metro-area pilot, the local governments within a county geographic area need to decide how funds would be allocated amongst the participating partners. If partners will work independently of one another, the local governments that will directly receive funding should have the board's approval per resolution of accepting state funds and providing the necessary matching dollars.

If the partners in the county geographic area will have one fiscal agent responsible for managing and distributing the funds, it may be in the best interest of the partners to have some type of formal agreement. In some cases, existing contracts for services between entities may suffice depending on the terms of the contract. Other options may include Joint Powers Agreements, Memorandums of Agreement (MOA) or Memorandums of Understanding (MOU). Ultimately, it is for the local governments to decide what is necessary.

**Q9. Are activities identified in a SWCD Comprehensive Plan or a City Water Plan considered eligible?**

**A:** The policy for this pilot programs requires eligible activities to be identified in the state approved, locally adopted comprehensive watershed management plan developed under Minnesota statutes §103B.101, Subd. 14 or §103B.801, watershed management plan required under §103B.231, or county groundwater plan authorized under §103B.255 and have a primary benefit towards water quality. So, if the activity in the SWCD Comprehensive Plan or City Water Plan is also identified in the plans listed in section 3 of the policy, it is eligible.

**Q9: How does the competitive funding work if multiple counties decide to go to a competitive process?**

**A:** Funding for counties that decide to go to a competitive process will get pooled, and all eligible local governments within those counties will be able to compete for the total pool of funding.

**Q10: Do Soil and Water Conservation Districts (SWCD) get the first right of refusal as the group convener?**

**A:** BWSR is acknowledging the Local Government Water Roundtable Policy Paper recommendation that the SWCD, if they so choose, be the organization to convene and facilitate the meetings of local governments within the county. However, the local governments can decide which entity they want to organize the process.

**Q11: Does a WD, WMO or city or township whose boundary spans more than one county need to participate in multiple county meetings if they wish to access funds in each area?**

**A:** Yes.

**Q12: Does funding from one county only go to projects within that county, or can it be spent outside the county border by a participating partner who boundary spans multiple counties?**

**A:** A situation of this type would have to be reviewed by BWSR staff.

**Q13: What is included in the eLINK budget request and work plans?**

**A:** If a Collaborative Work Request is developed within a county geographic area, the written document must contain 1) a description of the partnership and decision-making process used to select projects and programs, 2) the timeframe of the Collaborative PTM Implementation plan (For FY18-19 Funding only or extended beyond that) and 3) implementation actions, responsible party, watershed or groundwater plan reference, timeframe, and costs for activities that will be implemented with the

available Pilot Funds and, if applicable, any activities that have been prioritized by the group beyond available funding. This can be a simple spreadsheet.

The eLINK budget request and work plan would reflect the budget and proposed measurable outcomes of those programs and projects proposed to be being funded with Watershed-based Funding dollars.

**Q14. How is the decision made within the county to go collaborative or competitive?**

**A:** The convened group of local governments within each county geographic area needs to come up with a mechanism for making this decision.

**Q15. If a simple majority is decided on and the group goes with the collaborative option, can the minority opt out?**

**A:** Yes, but they would be ineligible to be recipients of Watershed-based funds.

**Q16. Why isn't the metro funding anticipated to grow over the next 8-10 years like the non-metro funding is anticipated to grow?**

**A:** The metro area is fully planned. It is recognized that the non-metro will need more funding as more 1W1P planning areas become eligible for watershed-based funding. However, amounts will be impacted by appropriations to watershed-based funding and the rate of comprehensive watershed management plan completion across the state.

**Q17. How often do we have to get together to make a collaborative work request document?**

**A:** Every two years, per biennium. However, local governments could create a document that extends beyond 2 years if they so choose.

**Q16. How should priorities be split within a county when there is more than one major hydrological system?**

**A:** The local governments will have to decide and agree upon priorities within the county. They could go competitive if an agreement can't be reached.

**Q17. Could a county go competitive for the first biennium and choose to do a collaborative process two or four years later?**

**A:** Yes, although given that this is a pilot, things could change by that time.

**Q18. If a collaborative request includes a project that needs a feasibility study, does that study need to be in the submission?**

**A:** Yes, if the feasibility study is needed prior to implementing the project and watershed-based funding will fund the feasibility study.



**Q19. If a WMO or WD has a current plan that is expired, is the local government able to receive funding?**

**A:** No.

**Q20. How are the different plans defined as current?**

**A:** Watershed management organizations and metro watershed districts plans are not current if the management plan is more than 10 years beyond the BWSR plan approval date unless the plan states a lesser period of time.

**Q21. Can Watershed-based funding pay for staff time?**

**A:** Yes. Eligible activities can consist of structural practices and projects; non-structural practices and measures, program and project support, and grant management and reporting.





SERVING CARVER  
COUNTY SINCE 1946

*Mission Statement: Providing high quality assistance to the land managers and citizens of Carver County for the protection of land and water resources.*

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Notes from Carver County watershed based funding pilot program meeting - 1/16/18

Attendees: Paul Moline - Carver County WMO; Claire Bleser - RPBCWD; Linda Loomis - LMRWD; Becky Christopher - MCWD; Mike Wanous - Carver County SWCD; Steve Christopher & Barb Peichel - BWSR

Carver County will be receiving approximately \$749,000 for FY '18 – FY '19 to implement projects and programs in current water management plans. If the group can agree on a “collaborative approach” to using the funds, the money stays designated to Carver County projects. The other option is to put the \$749k into a “competitive pot” of funds along with other metro counties that choose to take that approach (state agencies would then rank & score projects, similar to the current process).

Paul – funds could be split amongst agencies according to geographic area of Carver County:

CCWMO – 85.4%

MCWD – 8.0%

RPBCWD – 3.8%

LMRWD – 1.9%

\*Buffalo Cr WD – 0.9%

\*BWSR staff – Buffalo Creek is not eligible as they are not metro area surface water management plan and not part of a 1W1P plan.

Pros – allocates more funds to large areas that need more BMP's, even distribution per acre.

Cons – Leaves most WD's with little funding amounts which makes it difficult to implement projects and not worth the hassle of grant agreement processes.

Becky – MCWD has been successful at applying for competitive funding, would prefer to put the money toward the competitive pot of funds. (The rest of the group thought we could work out a collaborative approach – at least for this first biennium of funding; and this is also a “pilot” so things could change in the future.)

There was group discussion on projects that each entity would likely pursue with the funding. Reviewed several projects listed in CIP plans for the 2018 – 2020 timeframe. BWSR staff indicated that in-lake treatments are eligible if they have been identified as an implementation activity in a TMDL or WRAPS document, and that a feasibility study must be completed and reviewed by BWSR staff prior to funds being spent on in-lake treatments. Feasibility studies are also eligible for the funding, if the study is needed to implement.

Discussion of another approach to allocating the \$749k – 50% split by geographic area, 50% split by tax capacity. This approach recognizes that it costs more to complete projects in developed areas vs. rural areas. Paul gave some ballpark figures that each WMO/WD would receive using this approach.

Pros – would allocate close to \$100k each to MCWD & RPBCWD (enough to make it worthwhile developing work plans, grant agreements, reports, etc.)

Cons – LMRWD would receive a smaller amount (around \$25k) Linda indicated she was not aware of any “shovel ready” projects in the LMRWD portion of Carver County and may want to put that funding into projects that eventually drain into her watershed (Carver Creek, East & West Chaska Creek, Bluff Creek).

Discussion on LGU’s and how much input cities should have in this process. Cities have local water management plans that are approved by WMO or WD. Cities are eligible for this funding; however the group consensus was that cities should request funds and CIP projects through the WMO/WD as the WMO/WD asks for their list of projects while developing implementation plans. Also, any city project needs to be identified in a local plan.

BWSR staff – it’s up to the group on how to handle LGU involvement.

Some discussion on “voting process” that was discussed at the 1/8/18 BWSR mtg. There was some confusion on what exactly is needed. BWSR - it’s up to the group to decide what process we want to use.

After much discussion, the group decided that because this pilot program needs to be figured out soon (6/30/18), the 50/50 split described above seems fair and should be explored in more detail at our next meeting. This approach would also allow for more time to explore other options to allocating funds if money is available in the next biennium. Brief discussion that more time would be needed to develop a ranking/scoring/priority approach and that all LGU’s, including cities, could prepare and plan for future projects if this moves beyond a pilot program.

Next meeting date: January 30 – 9:00 a.m. @ RPBCWD office.

Future meeting date – Meet with city reps as part of WMO TAC maybe in February since every city is invited to the WMO TAC anyway. Explain this pilot program, our approach, and request they think about future opportunities for clean-water projects and submit them to WMO/WD for inclusion in water management plan updates.



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Notes from Carver County watershed based funding pilot program meeting - 1/30/18

Attendees: Paul Moline - Carver County WMO; Claire Bleser - RPBCWD; Linda Loomis - LMRWD; Becky Christopher & Anna Brown - MCWD; Mike Wanous - Carver County SWCD; Steve Christopher & Barb Peichel - BWSR

Mike handed out DRAFT notes from the CC watershed based funding meeting that occurred on 1/16/18. Quick review of the notes, an electronic copy will be sent out shortly please respond with errors, corrections or additions.

Funding allocation discussion - Paul handed out a spreadsheet (attached version does not include city/township breakdowns) that identified geographic area for each entity and % of the Carver County total in the left column; the 2017 tax capacity and % in the middle column; and 50/50 split (geographic/tax capacity) in the right hand column. The 50/50 split totals are:

- WMO - \$517,979
- RPBCWD - \$111,870
- LMRWD - \$25,472
- MCWD - \$93,879
- Total - \$749,200

Discussion about the following items:

Long term resource based outcomes – should future funding be allocated based on outcomes and a priority ranking process? How do you rank one water body vs. another?

Implementation projects vs. feasibility studies – most thought it would be a better use of funds to actually get projects in the ground, but for the pilot program it should be a local decision by that entity.

Keeping funds/projects in the County – should not be a problem, LMRWD may have a desire to “pool” funds from multiple counties but still too early to know. Carver County is the headwaters for 6-mile Creek and Riley Creek so keeping funds in the county should not be a problem in those locations.

Carp management – might be better to use funds on long term solutions (ex. barriers or aerators) instead of short term management (seining, removal).

BWSR staff – Grant agreements will be through 12/31/2021, soonest funds will be available is likely around August. Will need grant agreements, signatures, work plans in eLINK.

Project identification by watershed: Draft lists – may add or drop by 6/30 deadline...

RPBCWD –

- Upper Riley Creek stabilization & restoration
- Rice Marsh watershed load control
- Silver Lake watershed load control (watershed in Carver County)
- Wetland restoration and flood mitigation @ 101 & Pioneer Trail

CCWMO –

The 4 applications that were submitted for Clean Water Grant in 2017:

- Grace chain of lakes – implement BMP's identified in Sub-Watershed Analysis
- Lake Waconia BMP's in downtown that are currently untreated
- Bavaria Lake storm water pond retrofits in Victoria
- West Chaska Creek re-meander project
- possibly others if City projects are ready to go and identified in water plan – will be sending out a request for projects to cities (normal annual process for identifying potential projects)

MCWD –

- Turbid-Lundsten Corridor, wetland restoration(s), creek restoration between lakes
- East Auburn watershed load control, the 4 wetland complexes that drain into the lake
- Internal load control on multiple 6-mile lakes, carp management
- Pierson Lake headwaters restoration (potential, private landowner cooperation)
- Wassermann projects, watershed load control and internal loading

LMRWD –

- Corridor management projects
- Spring creek restoration in city of Carver (potential, private landowner cooperation)
- possibly fund projects that drain into the LMRWD?
- Linda will be discussing with LMRWD Board to get more guidance

SWCD –

- Will likely be an active partner on many of the above listed projects
- May look for cost-share or program funds in next biennium – depends on availability of District Capacity funding and other funding sources. Another option would be to incorporate specific project/program requests into water plan updates/minor amendment.

BWSR plans to keep an up to date FAQ's website as many of the metro counties have a lot of questions about this process. BWSR staff also reminded the group that there will still be a competitive Clean Water Grant cycle in 2018, may include AIG funds. Application period should be similar to last year.

Next meeting will be a communication of all this material to the city LGU's in Carver County. Paul will schedule a date to coincide with CCWMO TAC meeting – February 23 in the morning. General meeting outline:

- Intro, 1W1P and metro area watershed based funding – BWSR

- Carver County allocation and summary of funding split recommendation – Mike
- Review potential (likely) projects to be funded – each WD, WMO
- Importance of cities to submit clean water project ideas for inclusion in water plan updates – Paul
- Questions?

Everyone should try to get project summary/outline along with a map of each project to Mike prior to Feb. 14 for inclusion in power point presentation slides.

Should the Guiding Principles and Pilot Program Policy be sent out to city reps prior to the Feb.23 meeting?

Group does not plan to meet in person prior to 2/23, could conference call if needed.

DRAFT

	WATERSHED ACRES			2017 tax capacity				50/50		
CCWMO	205,333	86.18%	\$645,630	\$	69,151,459	52.1%	\$390,329	\$517,979	CCWMO	
BUFFALO CREEK	0	0.00%	\$0	\$	-	0.0%	\$0	\$0	BUFFALO CREEK	
RILEY PURG BLUFF CR	9,065	3.80%	\$28,503	\$	34,588,562	26.1%	\$195,237	\$111,870	RILEY PURG BLUFF CREEK	
LOWER MN RIVER	4,622	1.94%	\$14,533	\$	6,450,710	4.9%	\$36,411	\$25,472	LOWER MN RIVER	
MINNEHAHA CREEK	19,252	8.08%	\$60,534	\$	22,539,184	17.0%	\$127,223	\$93,879	MINNEHAHA CREEK	
Total	238,272		\$749,200	\$	132,729,915		\$749,200	\$749,200	Total	

# Dakota 1W1P Collaborative

## Planning Work Group Meeting

February 7, 2018

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### ***Attendees:***

Mark Zabel (Vermillion River Watershed JPO)  
Brad Becker (Dakota County)  
Jane Byron (City of Apple Valley)  
Curt Coudron (Dakota SWCD)  
Joe Barten (Lower Miss. River WMO/Dakota SWCD)  
Daryl Jacobson (Black Dog WMO/City of Burnsville)  
Eric Macbeth (City of Eagan)

Mary Peterson (BWSR)  
Barb Peichel (BWSR)  
Darin Rezac (City of West St. Paul)  
Ashley Gallagher (E-IGHWMO/NCRWMO/Dakota SWCD)  
Brian Watson (Dakota SWCD)  
Ryan Ruzek (City of Mendota Heights)  
Mac Cafferty (City of Lakeville)

### ***Handouts/Presentation:***

Agenda

BWSR adopted FY2018 Watershed-Based Funding Pilot Program Policy (12/20/17)

BWSR Guiding Principles for Watershed-Based Funding Pilot Program

BWSR FY2018-19 CWF Watershed-Based Funding Pilot Program FAQ

BWSR FY2018-19 CWF Watershed-Based Funding Pilot Program Metropolitan FAQ (2/5/18)

Power Point - Watershed Based Funding (Pilot Program) Dakota County PWG, by Dakota County SWCD (2/7/18)

### ***Notes:***

#### **Introductions**

Everyone introduced themselves. The SWCD thanked the WMOs for providing time on their agenda's over the past few months to introduce them to this new State program and supporting the SWCD in convening the initial meetings.

#### **Overview of One Watershed, One Plan (1W1P)**

A brief overview was provided on the statewide program, members of the local government roundtable, the identified major watershed planning boundaries throughout Minnesota and status of current comprehensive water management plans. Information was provided on history of water planning within the 7-County Metro area and the number of different water management authorities at the local level. There was recognition that the process of 1W1P is different in the 7-County Metro area. A graphic showing current watershed management organization within Dakota County was shown.

#### **Watershed Based Funding Policy (Pilot Program)**

The BWSR Board adopted policy in December (see handout). Legislative appropriation was \$9.75M and the policy provides \$5.59M to the 7-County Metro area based on geographical boundaries and \$3.11M to watershed planning areas whom have completed, or nearly completed, comprehensive water management plans. A table was provided showing funding allocations per County geographical area within the 7-County Metro, as well as watershed planning units in greater Minnesota, and the formulas used to determine funding allocations. The Dakota County geographical area was allocated \$1,018,000 per BWSR policy.



It was explained that each 7-County Metro geographical area has two choices under BWSR Policy:

1. By June 30, 2018, create a Collaborative PTM Implementation Plan and submit budget request and work plan to BWSR
2. Opt out of the collaborative approach and individually decide whether to submit competitive grant applications – this pool would include all funds from those 7-County Metro geographical areas that opt out.

Information was provided that eligible recipients of grant funds under the collaborative approach would be all six of the watershed management organizations/watershed districts, the SWCD, and cities and township. Dakota County is currently not eligible to receive funding as they do not have a State approved groundwater plan.

An example list of both eligible and ineligible activities per BWSR Policy was provided. It was mentioned that the primary purpose of these funds is to implement projects that protect, enhance and restore surface water quality and protect groundwater for degradation or protect drinking water. BWSR staff indicated that funds will need to be consistent with the Nonpoint Priority Funding Plan (NPPF).

Other adopted BWSR policy items were reviewed including non-state match requirements will be 10% and not 25% under previous competitive grant awards, a feasibility study will need to be conducted and approved by BWSR staff prior to expending funds for in-lake or in-channel projects, easements are allowed but grant expenditure need to be reviewed and approved by BWSR and incentive payments longer than 3 years will need BWSR approval. BWSR staff provided clarification that the 10% match would still apply if the Dakota County geographical area choose to take the competitive option rather than the collaborative option.

SWCD staff requested discussion on whether the Planning Work Group (PWG) felt the collaborative option was supported or whether the competitive route was preferred. There was general consensus to move forward with the collaborative option but some meeting attendees wanted to hear more information prior to supporting any of the two options.

#### **Potential Funding Distribution Options under a Collaborative Plan:**

Discussion occurred on what entities should be considered as potential grant fund recipients under a Collaborative Plan. The concept of having each of the six WMOs/WDs and the SWCD was identified. This list did not include Dakota County since they do not have a State approved groundwater plan. However, they could be added to the list in the future. There were comments that individual cities and townships were not included as grant recipients. Discussion continued. The potential of adding several more grant recipients within Dakota County by including individual cities and townships would be difficult to manage and determine allocations under the pilot program. The thought was that each WMO/WD would coordinate with their member communities to seek activities for developing the Collaborative Plan on a watershed bases.

The concept of how do we allocate funds to each grant recipient was discussed and some general options provided. A formula bases system that provides a base amount of \$50,000 to each of the WMO/WD's and \$100,000 to the SWCD, and then the remaining amount of \$618,000 being divided among the six WMO/WDs based on 50% total land area and 50% property value was further explored. Under this example, approximate allocations would be:

Black Dog WMO	\$113,890
Eagan-Inver Grove Heights WMO	\$124,169
Lower Mississippi River WMO	\$133,430
Lower Minnesota River WD	\$ 65,450
Vermillion River Watershed JPO	\$343,550
Cannon River WMO	\$136,520
Dakota County SWCD	\$100,000

There was general staff support for the funding formula identified. Discussion occurred on whether funding allocated to an entity identified could be used outside of the Dakota County geographical area but still within the watershed. BWSR staff indicated that sharing funds outside of the County boundary for major watershed improvements would be the choice of the Dakota collaborative not BWSR. A secondary question was asked if the watershed based funding for the Metro area would need to be identified for use with a Metro County or could funds go to non-metro areas if still within the major watershed. BWSR to provide guidance.

### **Identifying Process for Selecting Activities**

A review of Collaborative Plan requirements occurred. BWSR is currently evaluating how this new Watershed Based Funding Program would be added into eLINK and how a collaborative work plan should be entered into their reporting system. In order for BWSR to approve a Dakota Collaborative PTM Implementation Plan, a description of partnerships and decision making process used, time frame for implementing activities identified, identification of implementation actions, identifying responsible party and budget, and showing activity proposed is referenced to State approved watershed plan would be required.

It was discussed that each WMO/WD should begin the coordination process with their member communities and among their own Boards and prioritize a list of activities. The Dakota SWCD should coordinate with respective WMO/WDs to coordinate proposed activities they would develop. All entities should submit a prioritized list of activities to the SWCD by April 15, 2018.

SWCD indicated they are willing to continue leading the PWG meetings and compiling the information through the Pilot Program. This was supported by meeting attendees. SWCD would compile information a draft a Dakota PTM Implementation Plan per BWSR guidance by May 1, 2018. Each WMO/WD/SWCD Board would then have approximately 45 days to obtain Board approval of Collaborative Plan. Discussion followed on the dates and timeline for submitting to BWSR. No changes were recommended in the end. The SWCD to develop a spreadsheet that each WMO/WD/SWCD can use for identifying a list of activities. This spreadsheet will need to be coordinated with BWSR to determine eLINK requirements so data entry becomes more efficient.

Considerable discussion followed on what Plans need to be referenced. BWSR clarified that all activities identified within the Collaborative Plan must be referenced back to a WMO or WD plan. City Water Plans alone, even though approved by the WM/WD, is not an acceptable reference for prioritizing activities.

Discussion occurred on who should be the grant recipient. The question came up as to what if every entity is not able to use their allocation and flexibility for making changes are needed to an approved work plan that is under multiple BWSR grant agreements. It was asked if the SWCD would be interested in being the fiscal agent for the full FY18 allocation and then distribute funds to each of the WMOs/WDs. Each WMO/WD and the SWCD to discuss more on what would be preferred option from a grant and work plan management perspective.

### **Watershed Based Funding Beyond FY18-19**

It was mentioned and emphasized that this is a pilot program. The PWG should share their thoughts with BWSR staff moving forward as to how this new Watershed Based funding program can be best implemented within the 7-County Metro area.

It was mentioned that beyond the pilot program and under a more consistent policy and funding era, a formal agreement of some sort may be necessary; this is a requirement for watershed planning areas outside of the 7-County metro. It was also mentioned that funding levels to the 7-County metro area are likely to stay similar in the future as added legislative funds to this program will need to go to watershed planning areas outside of the 7-County metro as comprehensive water management plans are completed statewide.

There was also general discussion on the value of a collaborative approach long term that could identify activities 3-5 years out and allow cities WMO/WDs and SWCDs to better plan ahead with a stable and reliable funding source. There was brief discussion on how this effort could be tied into the Biennial Budget Request (BBR) for WMOs/WDs and SWCDs. BWSR staff indicated that the FY20-21 BBR information will be coming out spring/summer.

### **Review of Discussion**

There was consensus to pursue the Collaborative Plan approach and that the grant entities and funding formula identified was a fair approach.

### **Next Steps/To Do Items**

- Each WMO/WD/SWCD should add the Watershed Based Funding discussion on their upcoming agendas and determine Board support for 1.) The collaborative plan approach, 2.) Funding allocation formula and grant recipients identified.
- WMOs/WD to begin communication with their Member communities to identify activities; list due to SWCD by April 15, 2018
- BWSR staff to verify if allocations provided to each identified recipient can be spent outside of the 7-County metro area for management activities within major watershed planning areas.
- SWCD to develop spreadsheet template, in coordination with BWSRs eLINK needs, for WMO/WD/SWCD to use for submitting list of prioritize activities.
- SWCD to begin communication with WMO/WDs to identify activities, list due by April 15, 2018.
- A draft Dakota Collaborative PTM Implementation Plan to be prepared by SWCD for PWG review by May 1, 2018.
- The Dakota Collaboration PTM Implementation Plan to be formally adopted by WMOs/WD/SWCD by June 30, 2018.
- Continue discussions on whether 1 BWSR grant agreement to a fiscal agent or 7 BWSR grant agreements to each entity is best.
- Next PWG meeting to be determined based on how things go moving forward.

Watershed-based Funding Pilot Project  
Hennepin County Pre-Convene Meeting 1  
Location: Riley Purgatory Bluff Creek Watershed District

**Present:**

Mississippi WMO – Doug Snyder and Stephanie Johnson  
Shingle Creek and West Mississippi Watershed Management Commissions – Diance Spector (Wenck)  
Elm Creek and Pioneer-Sarah Creek Water Management Commissions – Amy Jununen (JASS)  
Lower Minnesota River Watershed District – Linda Loomis  
Minnehaha Creek Watershed District – Becky Christopher  
Riley Purgatory Bluff Creek Watershed District – Claire Bleser  
Bassett Creek Watershed Management Commission – Laura Jester  
BWSR – Steve Christopher and Brad Wozney  
Hennepin County – Karen Galles

**Background:**

BWSR is piloting a watershed-based funding program that has allocated \$1,018,000 to Hennepin County for FY18/19. Eligible entities have been tasked with deciding on and describing a collaborative approach to spend that money by June 30, 2018. If eligible entities cannot agree or choose not to attempt a collaborative approach, the money will revert to a metro-wide competitive pool of funds. Eligible entities in Hennepin County include watershed districts, watershed management organizations, and cities. This “pre-convene” meeting of BWSR, the county’s 11 watershed entities, and the County was intended to gauge interest among watersheds in pursuing a collaborative approach and to discuss strategies for engaging the county’s 35 eligible cities.

**Presentation:**

Karen Galles from Hennepin County presented slides (attached) to provide context to the conversation and including the basics of 3 strawman ideas for a collaborative approach. Three strawman ideas included:

1. Running a Hennepin County competitive process
2. Distributing funds based on some formula (e.g. area, taxable market value, combination of those two)
3. Prioritizing projects based on major river basins (Crow, Mississippi, Minnesota)

**Individual Watershed Impressions:**

Each watershed organization took a turn updating others on their initial thoughts about attempting a collaborative approach. In general, all watershed organizations were willing to consider a collaborative approach – ranging from cautious to cautiously optimistic. There was also general consensus on the need for keeping it simple and being mindful of time commitment that would be required to decide upon and define a collaborative approach by June. Some other key points raised about things to consider if we pursue a collaborative approach included:

- We could consider prioritizing project sponsored by LGU partners in an effort get them to defer to watersheds in the collaborative process, thereby creating a manageable number of collaborators
- We could consider requiring (internally) a 25% match in order to stretch the money further.
- We could identify a specific need or type of resource (e.g. impaired waters) that we will collaborate to accomplish or target.

- We should be aware that needs in different parts of the county are different and it may not make sense to rank priorities against each other countywide.
- Thinking about what we can do better together and/or those things that are priorities for \*us\* but haven't been priorities for BWSR is an exciting thing – a collaborative approach is an opportunity for us to focus on those things.
- Any collaborative approach might be more about timing and predictability of funding – how do we plan/schedule projects far enough in advance that all partners can know when “their” project will be coming up for funding and plan for that?

#### **Discussion & Next Steps:**

- Going competitive metro-wide was the least favored option.
- A lengthy discussion of how eligible Cities could opt out of participating resulted in a great deal of uncertainty related to the practicality of accomplishing a collaborative approach before June. Some around the table believe that the cities have a legal right to challenge this process and unless we seek and achieve City Board action to opt out of participation we will be at risk of being legally challenged. **Steve Christopher was going to provide clarity on this question.**
- Most around the table felt that if we needed Board action from cities to opt out of the process, then metro-wide competitive may be the only feasible option.
- After we receive clarity on this questions from BWSR these entities will meet again to discuss next steps.
- In general, path forward identified was
  - Get clarity on question related to eligible Cities.
  - Meet again with a focus on more clearly defining 2-3 Collaborative approaches that could be presented to the broader group of eligible entities (including Cities)
    - Karen will develop a more accurate estimate of a funding formula based on 50% land area and 50% taxable market value.
    - We will further discuss what collaboration within major river basins could look like.
  - Meanwhile, watersheds should be communicating with Cities (probably through TAC meetings) to help them understand the funding program and “marketing” an approach where cities work through watersheds as their representative.
  - Once we have settled on 2-3 options that this group likes, convene a meeting with all eligible entities and present those options as a limited number of choices to the broader group and attempt to get buy-in for the approach.
  - Based on the outcome of that meeting, document collaborative approach and governance system, or pursue simpler path
- Regardless of our success in pursuing a collaborative approach this time around, the consensus among the group was that we should continue meeting (every other month?) to work toward an operating collaborative approach for future funding rounds.



# Watershed-based Funding Pilot

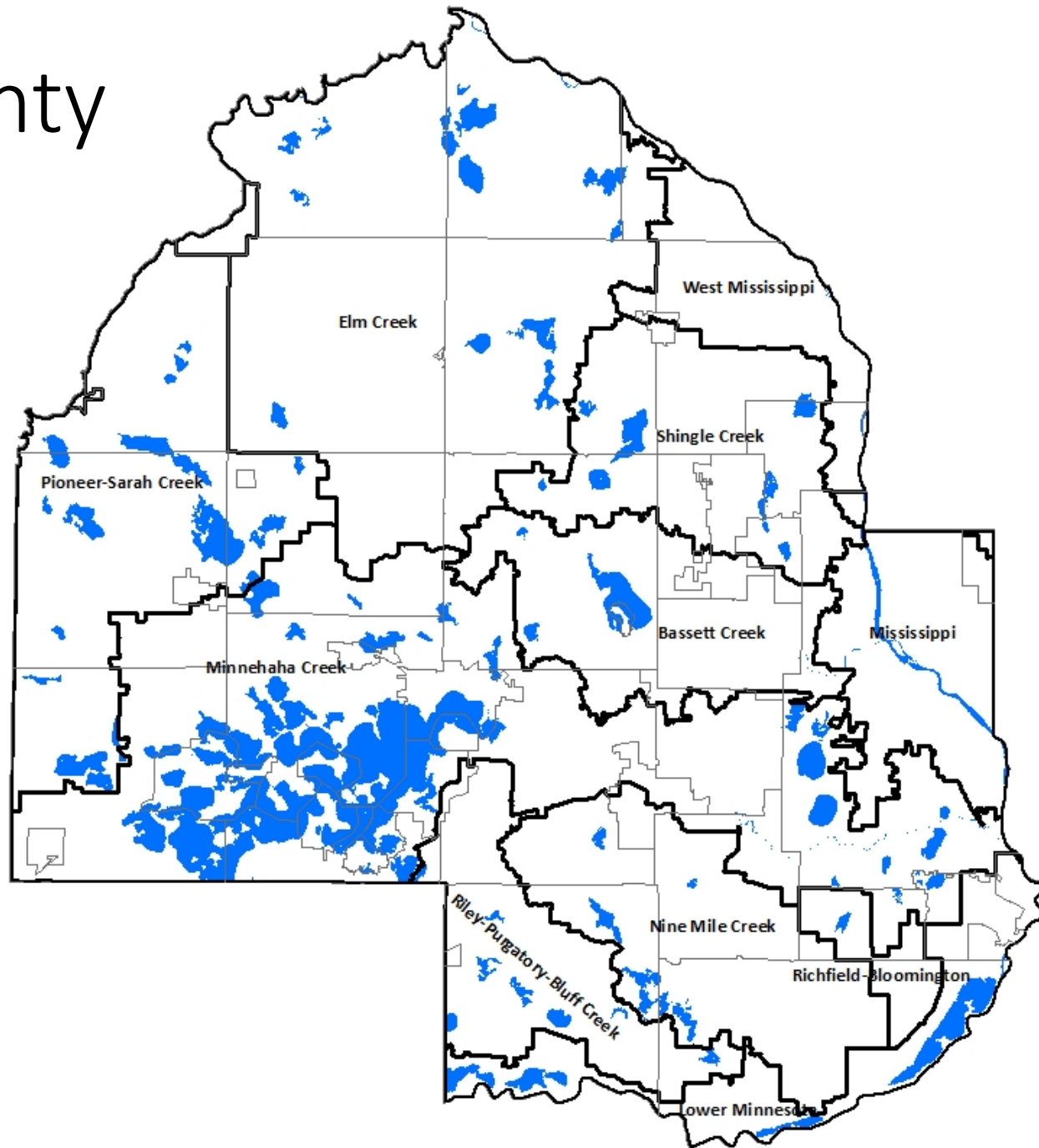
Hennepin County *Pre-Initial Meeting*

January 23, 2018

# Proposed Agenda

- BWSR's Vision for "Fund the Plan" (maybe?)
- Some strawman concepts for a Hennepin County collaborative approach
- Discussion – beginning with a round of initial impressions/organizational positions
- Approach to Initial Meeting
- Next Steps

# Hennepin County Watersheds





# Considerations

- What can we do better together?
- What is the point of reference for countywide collaboration?
- Can/should we consider parity among our organizations?
- What does the timeline allow?
- What is the role of other eligible entities (cities)?

# Strawman #1 – Pass-through grant program

- Use existing Hennepin County grant programs as mechanism

# Strawman #2 – By proxy (e.g. area, tax base)

By Area			
	Area	Relative Proportion	Allocation
Lower Minnesota WD	40	.06	\$59,970
Minnehaha Creek WD	181	.27	\$271,366
Nine Mile Creek WD	50	.07	\$74,963
Riley Purgatory Bluff Creek WD	50	.07	\$74,963
Bassett Creek WMO	40	.06	\$59,970
Elm Creek WMO	131	.19	\$196,403
Mississippi WMO	40	.06	\$59,970
Pioneer Sarah Creek WMO	71	.10	\$106,447
Richfield-Bloomington WMO	8	.01	\$11,994
Shingle Creek WMO	44	.06	\$65,967
West Mississippi WMO	24	.04	\$35,982

# Strawman #2 – By proxy

By Tax Base (Simple & Inverse)					
	Market Value	Simple Proportion	Simple Allocation	Inverse Proportion	Inverse Allocation
Lower Minnesota WD	\$3.646 M	.03	\$25,654	.17	\$171,332
Minnehaha Creek WD	\$44.609 M	.31	\$313,905	.01	\$14,002
Nine Mile Creek WD	\$18.306 M	.13	\$128,814	.03	\$34,122
Riley Purgatory Bluff Creek WD	\$10.143 M	.07	\$71,377	.06	\$61,580
Bassett Creek WMO	\$12.463 M	.09	\$87,698	.05	\$50,120
Elm Creek WMO	\$11.467 M	.08	\$80,690	.05	\$54,473
Mississippi WMO	\$26.064 M	.18	\$183,409	.02	\$23,965
Pioneer Sarah Creek WMO	\$1.432 M	.01	\$10,075	.43	\$436,257
Richfield-Bloomington WMO	*	*	*	*	*
Shingle Creek WMO	\$11.161 M	.08	\$78,539	.05	\$55,965
West Mississippi WMO	\$5.377 M	.04	\$37,833	.11	\$116,179

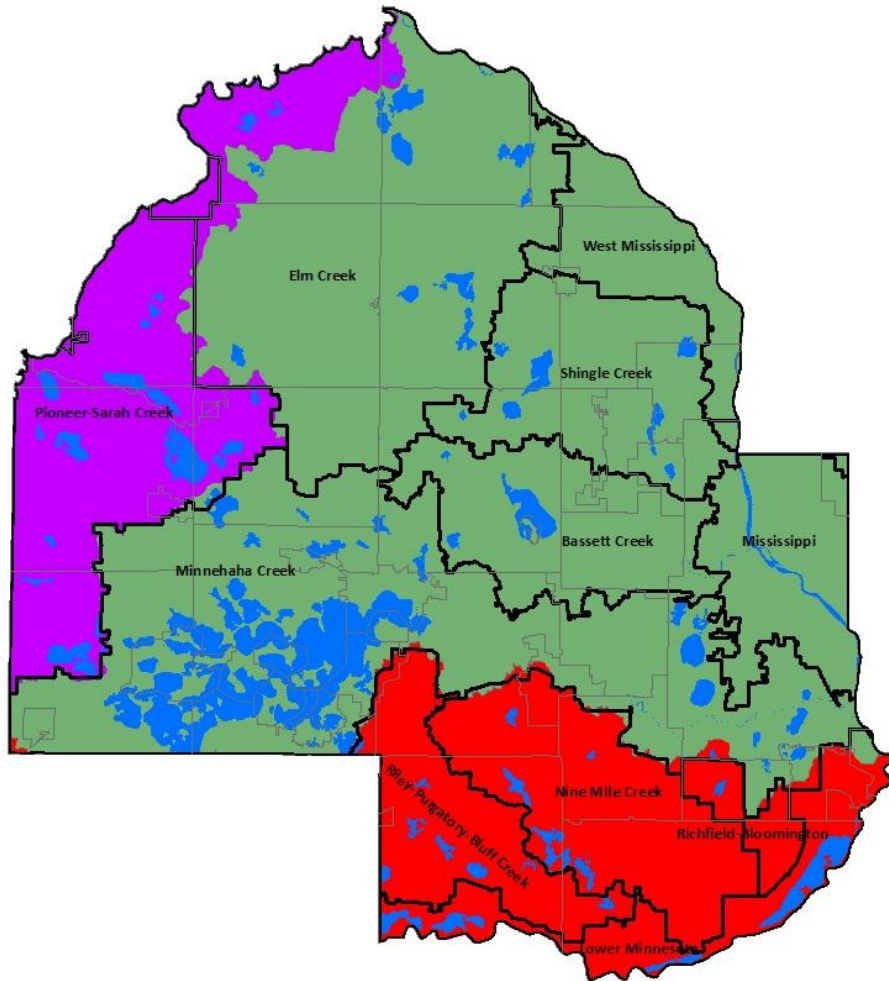
# Strawman #2 – By proxy

BY Area & Tax Base (50/50, Simple & Inverse)		
	Simple Allocation (50/50)	Inverse Allocation (50/50)
Lower Minnesota WD	\$42,812	\$115,651
Minnehaha Creek WD	\$292,635	\$142,684
Nine Mile Creek WD	\$101,888	\$54,542
Riley Purgatory Bluff Creek WD	\$73,170	\$68,272
Bassett Creek WMO	\$73,834	\$55,045
Elm Creek WMO	\$138,547	\$125,438
Mississippi WMO	\$121,690	\$41,967
Pioneer Sarah Creek WMO	\$58,261	\$271,352
Richfield-Bloomington WMO	*	*
Shingle Creek WMO	\$72,253	\$60,966
West Mississippi WMO	\$36,908	\$76,080

# Strawman #2 – By proxy

All Scenarios					
	By Area	By Tax Base (simple)	By Tax Base (inverse)	50/50 Simple	50/50 Inverse
Lower Minnesota WD	\$59,970	\$25,654	\$171,332	\$42,812	\$115,651
Minnehaha Creek WD	\$271,366	\$313,905	\$14,002	\$292,635	\$142,684
Nine Mile Creek WD	\$74,963	\$128,814	\$34,122	\$101,888	\$54,542
Riley Purgatory Bluff Creek WD	\$74,963	\$71,377	\$61,580	\$73,170	\$68,272
Bassett Creek WMO	\$59,970	\$87,698	\$50,120	\$73,834	\$55,045
Elm Creek WMO	\$196,403	\$80,690	\$54,473	\$138,547	\$125,438
Mississippi WMO	\$59,970	\$183,409	\$23,965	\$121,690	\$41,967
Pioneer Sarah Creek WMO	\$106,447	\$10,075	\$436,257	\$58,261	\$271,352
Richfield-Bloomington WMO	\$11,994	*	*	*	*
Shingle Creek WMO	\$65,967	\$78,539	\$55,965	\$72,253	\$60,966
West Mississippi WMO	\$35,982	\$37,833	\$116,179	\$36,908	\$76,080

# Strawman 3 – Major basins



- Score and rank existing projects using a common framework
- Fund top project(s)

# Other Ideas?

- Discussion – beginning with a round of initial impressions & organizational positions
- Initial meeting strategy & approach
- Next Steps





**Watershed Based Funding Pilot Program**  
**Scott County PRE-CONVENE Meeting**  
**DRAFT Meeting Notes**

Meeting Date: January 24, 2018  
Time: 1:00 to 3:00 PM  
Location: Scott County Government Center, RM GC102  
Convener: Troy Kuphal, Scott SWCD

Attendance:

<u>Name</u>	<u>Representing</u>
Melissa Bokman	VRWJPO
Paul Nelson	Scott County/WMO
Linda Loomis	LMRWD
Barb Peichel	BWSR
Mark Zabel	VRWJPO
Diane Lynch	PLSLWD
Mary Peterson	BWSR
Troy Kuphal	Scott SWCD

- 1) Welcome/Introductions
  - a) Skipped – everyone knew each other
- 2) Agenda item additions, deletions, and approval
  - a) No changes
- 3) Review basic program elements/details
  - a) Available funding: Confirmed it is \$~~749,200~~ ~~749,000~~ for entire county
  - b) Eligible entities
    - i) LGU's with state-approved water plans;
    - ii) Cities with watershed-approved water plans;
    - iii) An eligible LGU can direct their funds to support activities outside their jurisdiction (e.g. the upper Sand Creek watershed in Rice and Le Sueur counties, SMSC trust lands) as long as the activity is in their own plan. [See FAQs - a situation of this type would have to be reviewed by BWSR staff.](#)
    - iv) An SWCD can receive funds provided the activity is eligible and identified in a state-approved water plan. [See FAQs for more detail.](#)
    - v) There was question as to whether New Prague could be a voting member because they are outside the metro and are not required to have an 8410 plan. They have developed a water plan voluntarily, however, and it was approved by the WMO.

**ACTION**

- **Troy will send out a request for watershed representatives to identify:**
  - **Which LGU's within their jurisdiction have approved water plans;**
  - **Which LGU's with approved water plans have identified activities that are eligible for funding in their plans; and**
  - **LGU contact information**
- **BWSR will investigate whether New Prague can be a voting member**

- c) Match Requirements:
  - i) Confirmed it is 10%

**Watershed Based Funding Pilot Program**  
**Scott County PRE-CONVENE Meeting**  
**DRAFT Meeting Notes**

- ii) How match is met and documented will depend on how the Collaborative PTM Plan is structured and entered into elink.
  - d) Deliverables to BWSR:
    - i) Confirmed the following:
      - (1) Due by March 1 (soft deadline): Description of convener, partnership makeup, decision making process, and time frame of the Collaborative PTM Implementation Plan
      - (2) Due by June 30: Collaborative PTM Implementation Plan identifying activities, responsible parties, budget, and watershed or groundwater plan references. BWSR will be coming out with more guidance soon.
    - ii) ~~BWSR will be providing a template~~
  - e) Other: N/A
- 4) Brainstorm
- a) Convener
    - i) The partnership agreed by consensus to have SWCD be the convener
    - ii) Troy agreed to serve as an impartial convener and noted the SWCD has no intention to vie for funding
    - iii) Troy expressed concern over cost. He offered to donate SWCD services for the benefit of the partnership, but if the effort began consuming more time than seemed reasonable, he would let the partnership know and request financial support. The partnership agreed by consensus.
  - b) Partners (other than watershed orgs)
    - i) To be determined (see above)
  - c) Voting/decision making process (who/how)
    - i) The partnership agreed by consensus that each Partnership representative must have authority to act on their respective LGU's behalf. It was agreed that the process would break down and get delayed well beyond BWSR's established timeframe if any representative had to seek approval by their respective board before they could make a decision.
    - ii) The Partnership agreed by consensus that they would aim to reach agreement on decisions through a consensus-building process. Majority vote would be used as a last resort. Each eligible partner would have one vote.
  - d) Funding distribution
    - i) The Partnership agreed by consensus to work together through the Collaborative PTM (CPTM) Plan process vs competitive grant process.
    - ii) The Partnership also agreed by consensus to distribute funds according to the following (see Mark's email for changes):
      - (1) BASE ALLOCATION (\$600,000)
        - (a) \$300,000 split equally among 4 watersheds (\$75,000 each)
        - (b) \$150,000 split proportionally based on population
        - (c) \$150,000 split proportionally based on either population or total assessed value
      - (2) SPECIAL PROJECTS ALLOCATION (\$149,000)
        - (a) The thought on this allocation would be earmarked for one or more priority project(s) as determined by the Partnership.

**ACTION**

**Watershed Based Funding Pilot Program**  
**Scott County PRE-CONVENE Meeting**  
**DRAFT Meeting Notes**

- **SWCD will prepare two funding distribution scenarios based on the above formula, one based using population and the other using assessed values.**
  - **Each partner will bring ideas to the next meeting about how the Special Projects Allocation process could be structured and operated.**
- e) Project/program selection process
- i) The partnership agreed by consensus that, for BASE funding, each watershed organization would work with their respective LGU's to identify and submit activities to include in the Collaborative PTM Plan. **Non-watershed LGU's cannot submit activities separately for BASE funding, but may submit activities for Special Project funding.** [PB(1)]
- f) PTM plan prep and submittal
- i) Partners will provide their list of projects (w/supporting details and information) and the SWCD will compile and submit the PTM plan following format and protocol as dictated by BWSR
- g) E-link Work Plan and Reporting
- i) This is to be determined; will depend on how projects in the CPTM Plan are packaged and entered into eLink, as well as partner preferences.
- h) Other
- i) N/A
- 5) Identify items of consensus
- a) Consensus was reached for each item as described above
- 6) Future meetings
- a) Partners agreed by consensus to meet again in about a month (mid-February)
- 7) Next steps
- a) See **ACTION** items, **in bold** and **highlighted** above)
- 8) Adjourn



## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### **Executive Summary for Action**

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, February 21, 2018

#### **Agenda Item**

#### **Item 6. B. - Metro-Area Watershed Based Funding Pilot Program**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

Managers were informed of the new approach that the Board of Water & Soil Resources (BWSR) is taking with respect to distributing Clean Water Funds within the seven county Metro area at the January meeting. The Pilot Program is in response to the development of One Watershed One Plan and funding implementation plans identified within those plans. In the Metro area Water Management Organizations have been tasked to develop Watershed Management Plans since the enactment, in 1982, of the Metropolitan Surface Water Management Act. Under the Act Watershed Management Organizations are mandatory in the Metropolitan area and are required to develop watershed management plans. For that reason, One Watershed One Plan will not be developed in the Metro area. This Pilot Program is how BWSR intends to provide parity in the Metro area with Clean Water Funds distributed to fund One Watershed One Plans outside the Metro area.

Through this pilot program, which will address project years 2018 and 2019, \$455M will be provided to the Metro area and will be allocated by county. During this time it will be important to document how the pilot program works and provide feedback to BWSR to improve the program moving forward beyond 2019. Each county in the Metro area can determine how funds allocated to the county are to be divided. The Soil & Water Conservation Districts of each county were tasked with convening meetings of local governmental units (LGUs) eligible to receive funding. To receive funding an LGU must have a state approved watershed management plan. In the case of cities, the local water management plan must be approved by the water management organizations with jurisdiction within municipal boundaries.

Since the initial meeting called by BWSR on January 8th, each county has held an initial meeting to determine how money should be allocated. Each LGU is being asked to appoint a representative that will have authority to agree to the funding formula on behalf of the LGU. Once a distribution formula has been set by each county, governing boards will be asked to approve. So far it looks like funds will be allocated in each county as follows:

- Carver - \$749,200 total funds available each year. Carver is planning to allocate funds based 50% on land area within the County and 50% on market value. Under this formula the LMRWD would receive \$25,472. Carver County is planning to meet with again on February 23 with the cities. The LMRWD was asked to provide a list of projects that might be funded under the Pilot Program. We have submitted the East Chaska Creek treatment wetland project. However, staff received notice February 16th that there may be projects included in the CSAH 61/TH 41 Transportation improvement project that could be substituted.
- Dakota - (I was not able to attend the Dakota County meeting) \$1,018,000 total funds available. Dakota is planning to allocate funds based on a base allocation of \$50,000 and then the remaining funds would be divided based 50%

on land area within the County and 50% on market value. Under this formula, the LMRWD would receive \$65,450. Dakota County has asked that each of the LGUs prioritize projects that it would consider under the program.

- Hennepin - \$1,018,000 total funds available. Hennepin County may prove the most difficult to agree upon a funding formula, as there are 12 water management organizations and 47 cities. BWSR recommended that funds allocated to Hennepin County be placed in a competitive pool for the Metro-area. The WMOs have met once to discuss how funds may be allocated and have another meeting scheduled. Hennepin County consists of three major river watersheds; the Mississippi, the Minnesota and the Crow. If Hennepin cannot agree on how to allocate funds, the three WMOs within the Minnesota River Watershed have agreed to work together to improve chances of winning funds competitively. At the meeting several scenarios were proposed to divide the funds amongst the LGUs. The amount the LMRWD would receive ranges from \$25,654 (based 100% on market value) to \$59,970 (based 100% on land area). There was some talk about using an inverse proportion, however I think it is unlikely that those formula would be used.
- Scott - \$749,200 total funds available. Scott County talked about a base amount of \$75,000 to each LGU and then dividing the remaining funds based 50% on land area and 50% on market value. This County discussed using population as part of the allocation formula, but it seems that market value will be used instead. They also discussed using a portion of the money, \$149,000, on a rotating basis for an LGU to be able to anticipate reliable funding for planning purposes. Projects would be prioritized by the group. The SWCD is collecting information from each of the WMOs about possible projects to be funded to help inform a decision. Using 50% land area and 50% market value plus the base allocation the LMRWD would receive \$146,550. Using 50% land area and 50% population plus the base allocation the LMRWD would receive \$121, 383. Staff discussed a possible project with the city of Savage to develop a management plan for the High Value Resource Area surrounding Savage Fen.

There was discussion at each county meeting as to whether or not funds allocated to one county could be used for a project outside the county if that project would provide benefits in the county, such as Minnehaha Creek Watershed District using Hennepin County funds in Carver County, the headwaters of Lake Minnetonka and Minnehaha Creek or the Vermillion River WMO using Dakota County funds in Scott County the headwaters of the Vermillion River. The answer to this question is that it would be up to the representative group from each county to make that decision. This impacts the LMRWD in that we are part of four counties and the allocation to the LMRWD, in some counties, is not very significant, however if the District were able to pool the funds allocated by each county, there would be sufficient funds to complete a project.

There will still be funds available statewide that any Metro area LGU can compete for.

I did indicate at each meeting that the primary goal of the LMRWD is to improve water quality and that the Managers would support allocating money where it would do the most good. I said that the LMRWD Board would like to see funds divided equitably between the Mississippi River's and the Minnesota River's watersheds.

The Pilot Program was discussed at the TAC meeting so that cities could think about projects to work in partnership with the LMRWD. Staff has also discussed how the District might reflect funding allocated in this manner in its CIP in order to make the best use of funds.

Information is attached from BSWR with more details about the program, as well as meeting notes from each of the counties meetings.

#### **Attachments**

BWSR 2018 Metro-area Watershed Based Funding Guiding Principals  
BWSR 2018 Metro-area Watershed Based Funding Pilot Program Policies  
BWSR 2018 Metro-area Watershed Based Funding Pilot Program FAQs  
Carver County notes from meeting 1 & 2  
Dakota County notes from February 7, 2018 meeting  
Hennepin County notes from pre-convene meeting  
Scott County notes from meeting

#### **Recommended Action**

Motion to appoint a representative to act on behalf of the LMRWD at County meetings.



## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### **Executive Summary for Action**

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, February 21, 2018

#### **Agenda Item**

#### **Item 6. A. - Dredge Management**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

**i. Review process for funding of dredge placement site management**

John Kolb will be at the meeting to guide Managers through the next steps in this process. Please see the memorandum from Attorney John Kolb that is attached.

**ii. Vernon Avenue Dredge Material Management site**

Rachel Contracting has sent a final check for material removed from the site in 2017. The total amount of material removed was 38,475 cubic yards. I have asked Rachel to survey the site as required by the agreement. Staff is preparing a report for the city of Savage.

It was reported at the Upper Mississippi Waterway Association monthly meeting that the Corps of Engineers is discussing paying tipping fees to the city of Wabasha to place dredge material on its property. The representative from the Corps was informed that the LMRWD and the St. Paul Port Authority would be in favor of that as long as we were also paid tipping fees to take dredge material. I have asked the Corps of Engineers to keep me updated of talks with Wabasha.

We have received a scope of work and cost estimate for Barr Engineering to conduct a no-rise evaluation for the storage of dredge material on the site. The document is attached. Discussions staff has had with cities have brought up issues of the model that was prepared by the DNR, Corps and LMRWD in 2004 and how that model is being maintained. Staff will be investigating whether or not that model is being updating as new development occur within the District. Staff will report back to the Board as soon as we find out whether or not the model is being updated. It is important to update the model, so that cumulative impacts can be considered.

**iii. Private Dredge Material Placement**

No new information since last update.

#### **Attachments**

Memorandum from Attorney John Kolb

Scope of work and cost estimate from Barr Engineering

#### **Recommended Action**

Motion to authorize execution of Scope of work with Barr

Provide direction to staff regarding funding of dredge operations



**RINKE NOONAN**

*attorneys at law*

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1015 W. St. Germain St., Ste. 300, P.O. Box 1497  
St. Cloud, Minnesota 56302-1497  
Telephone 320-251-6700, Fax 320-656-3500

### Memorandum

**To: Lower Minnesota River Watershed District Board of Managers**  
**From: Rinke Noonan, John C. Kolb**  
**Re: Dredge Project Continuation: Hearing and Establishment**  
**Our File: 25226-0007**  
**Date: February 14, 2017**

You asked that I provide an explanation of next steps in the dredge project proceedings. The District is proceeding under statutes section 103D.605 for establishment of a project modification to the existing dredge project. The modification includes improvements to the current management facility and changes in the basis of cost allocation for the project.

The Board has completed several preliminary steps in the project proceedings. Remaining steps are:

1. Submission of the project plan to BWSR and DNR for review and comment; and
2. Notice and conduct of a final hearing.

Based on current posture of the proceedings, I recommend authorizing submission of the dredge management plan, as updated, to BWSR and DNR with a request for review under section 103D.605. Upon completion of the agency review, the Board may proceed to notice and hold a final hearing.

#### **Discussion:**

In September 2015, the Board adopted a resolution initiating proceedings under statutes section 103D.605 to modify the previously established dredge project. The Board specified that it would follow the processes set forth in sections 103D.605 and 103D.715 – .731 as appropriate. Part of those processes include a determination of project benefits by the Board.<sup>1</sup>

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<sup>1</sup> The Board also directed, under statutes section 103B.251, that the dredge project be included as a capital improvement project of the District.

To assist it in its task of determining benefits, the Board engaged Clay Dodd to analyze the project and affected properties and to provide a report on special benefits. At its regular meeting in December, Mr. Dodd presented his report to the Board. The Board invited owners of property identified in Mr. Dodd's report to the meeting. The Board must now decide whether to proceed with the actions initiated by the resolution. Specifically: **does the Board want to proceed to establish a modification to the project that will enable allocation of some or all of the project costs to properties benefitted by the project or does the Board want to dismiss the proceedings and continue to fund the project through ad valorem taxes or other available funds?**

### **Proceedings for Establishment:**

In its initiating resolution, the Board directed that the proceedings follow statutes sections 103D.605 and 103D.715 – .731 as appropriate. Sections 103D.715 – .731 deal with the benefit determination which is being assisted by Mr. Dodd. Section 103D.605 provides the procedural process for initiation and establishment.

Watershed Districts must follow section 103D.605 if (1) a project is to be constructed within the watershed district under an agreement between the managers and the state or federal government and the cost of the project is to be paid for in whole or in part by the state or federal government, but the rights-of-way and the cost of the project are assumed by the watershed district; or (2) the managers are undertaking all or a portion of the basic water management project as identified in the watershed management plan.

Here, the dredge project is a basic water management project identified in the watershed management plan. Additionally, the project is implemented under an agreement with the federal government wherein the federal government conducts the dredging, but the watershed district is obligated to acquire disposal sites and rights of way and pay for the management and disposal of the dredge materials. I have concluded, therefore, that section 103D.605 is an appropriate mechanism for establishment.

Section 103D.605 requires that a copy of the project plan, in this case the District's dredge material management plan, must be transmitted to BWSR and DNR for review and comment. BWSR and DNR must review the project plan, prepare reports on the project and transmit the reports to the managers.

After receiving the BWSR and DNR reports, the managers must set a time and location for a hearing on the proposed project. The project hearing notice must provide the time, date and location of the hearing, a description of the project, an estimate of project costs (including long-term operations and maintenance), and a description of the method by which the project costs



will be paid (to include assessments, ad valorem taxes, and any costs allocated to an affected municipality or the state).<sup>2</sup>

The District must publish notice of the hearing in a legal newspaper, published in each county where property is to be improved by the proposed project. The last publication must occur between 30 days and ten days before the project hearing. Additionally, the District must mail notice, at least ten days before the project hearing, to BWSR, DNR, municipalities entirely or partly within the project area and any owner of property subject to benefits assessment.<sup>3</sup>

The hearing is an evidentiary proceeding. At the hearing, the managers must hear all parties interested in the proposed project. After the hearing, if the managers find that the project will be conducive to public health, promote the general welfare, and is in compliance with the watershed management plan and the provisions of chapter 103D, the Board must, with appropriate findings, order establishment of the project.

### **Appeals:**

Any party alone or jointly may appeal an order of the managers made in a proceeding relating to a project that determines: benefits; damages; the allowance of fees or expenses; a matter in the proceeding affecting a substantial right; or the establishment or refusal to establish a project in whole or in part. The appeal may be taken to the District Court or BWSR. An appeal of benefits is entitled to a jury trial and any amount determined on appeal will replace the amount from which the appeal was taken.<sup>4</sup>

If an appeal is taken from an order establishing a project, a trial of an appeal of benefits or damages from the proceedings must be stayed until the establishment appeal is decided. If the order authorizing the project is affirmed, a trial of an appeal of benefits or damages may commence.

The appeal must be filed within 30 days of the date of the final order.

### **Recommendation:**

To continue in the proceedings, the Board should authorize its technical consultant to submit the dredge management plan, as updated, to BWSR and DNR with a request for review under section 103D.605.

Upon completion of the agency review, the Board may proceed to notice and hold a final hearing.

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<sup>2</sup> It is possible that the Board could combine revenue authority in a single project. For example, if the Board determines that the project creates both general benefit, as it did in 1984, and special benefit, as it did in 1962, it may allocate project costs between an ad valorem component and benefit assessment component. I also note that recent bonding from the legislature will defray some expenses related to the project.

<sup>3</sup> Failure to give mailed notice or defects in the notice do not invalidate the proceedings.

<sup>4</sup> It is possible therefore that an appellant's benefits could increase or damages decrease on appeal.

January 25, 2018

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

**Re: Dredge Site No-Rise Certification Proposal**

Dear Ms. Loomis:

We are pleased to provide the following scope and budget for a floodplain evaluation for the LMRWD Dredge Material Site. We understand the anticipated changes to the Dredge Material Site include reconfiguring berms and adding water control structures to optimize the functionality of the site. Even though the site is considered a temporary storage facility, the plans are anticipated to follow MPCA requirements. As such, a no rise certification is required to verify that the planned modifications will not adversely impact 100-year flood levels. This scope of work will include the following tasks:

**Task 1 – Review and revise existing conditions model**

LMRWD has already provided the existing conditions HEC-RAS model for the Minnesota River used to map the Minnesota River floodplain. Barr has reviewed the model and already identified some features of the model that should be updated to more accurately reflect existing conditions. For example, ineffective flow areas in the model can be adjusted to more accurately model the flow through the upstream railroad bridge. Furthermore, it may be possible and necessary to add the current berms on the site to the existing conditions model; however this will be confirmed with the City of Savage and the DNR.

Barr will continue the review of the existing conditions model and may request additional information and/or seek assistance from LMRWD to gather or provide such information to revise the existing conditions model as accurately as is reasonably possible to provide the required corrected effective model. This is needed to provide an accurate basis of comparison.

*Assumptions:* Location and elevation data for the existing berms can be provided by LMRWD or acquired through existing LiDAR data, and a survey of the site will not be necessary.

**Task 2 – Proposed conditions modeling**

Barr will model the proposed conditions for the Dredge Material Site in HEC-RAS to determine if there is an impact to the flood levels. If the proposed layout results in impacts to the 100-year flood elevation, Barr will work with LMRWD to determine how the berm reconfiguration and/or height can be adjusted to avoid adverse impacts.

*Assumptions:* We assume LMRWD will provide CAD files with the proposed berm reconfiguration so the proposed berms can be accurately represented in the HEC-RAS model. We also assume no more than three iterations will be necessary to modify the berm configuration (including location and height) in a way that will not adversely impact 100-year flood levels.

### **Task 3 –Summary memorandum**

Barr will complete a memorandum to summarize the effort to complete a no-rise certification. If a no-rise certification is possible, then we will also complete the certification and provide appropriate documentation to regulators at the City of Savage. In the unlikely event that a no-rise certification cannot be completed, we will document the modeling effort and the reasons why the certification cannot be obtained.

*Assumptions:* LMRWD will provide one round of review comments on the summary memorandum prior to being finalized.

### **Assumptions**

The assumptions made for this scope of work are included with each task, and additional assumptions that do not correspond with a single work task are listed below:

- All deliverables will be provided in electronic format.
- The schedule assumes this proposal will be approved at the February LMRWD Board meeting, which is assumed to be on February 21, 2018
- Barr will not need to attend any LMRWD Board meetings for this project

### **Deliverables**

Several deliverables were described in individual tasks. Additional deliverables are listed below:

- Email updates about project progress.
- Communications with District staff if unforeseen issues arise with any aspect of the project.

### **Budget and Schedule**

The scope of work described above will be completed on the following budget and schedule:

<b>Task No.</b>	<b>Description</b>	<b>Budget</b>	<b>Estimated Completion Date</b>
1	Update existing conditions model	\$1,300	February 28, 2018
2	Proposed Conditions Modeling	\$5,800	April 4, 2018
3	No-rise certification and summary memorandum	\$2,700	April 11, 2018
<b>Total</b>		<b>\$9,800</b>	

This Agreement will be effective for the duration of the services unless earlier terminated by either you or us. We will commence work upon receipt of a copy of this letter signed by you. The estimated schedule for the services outlined above assumes project initiation will occur in February 2018. The schedule may be modified depending on actual initiation of project work or delays in receiving requested information. We will inform you of our progress by monthly progress reports associated with invoicing. We understand you have the authority to direct us. We will direct communications to you at the address on this letter. Direction should be provided to me or Jeff Weiss at the letterhead address.

Barr and Client waive all rights against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation shall be effective notwithstanding any duty of indemnity.

If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to us.

Sincerely yours,

BARR ENGINEERING CO.



*Scott Sobiech*

Its Vice President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Lower Minnesota River Watershed District

By \_\_\_\_\_

Its \_\_\_\_\_

Attachments

- Standard Terms—Professional Services
- Fee Schedule



## STANDARD TERMS—PROFESSIONAL SERVICES

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

### Section 1: Our Responsibilities

- 1.1 We will provide the professional services (“Services”) described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.

### Section 2: Your Responsibilities

- 2.1 You will provide access to property as required.
- 2.2 You will provide us with prior reports, specifications, plans, changes in plans, and information about the project which may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys’ fees, involving information not timely called to our attention or not correctly shown on documents you furnished to us.
- 2.3 You agree to provide us with emergency procedure information and information on contamination and dangerous or hazardous substances or processes we may encounter in performing the Services.
- 2.4 You agree to hold us harmless as to any claim that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination of previously uncontaminated air, soil, or

water. If you are requesting that we provide services that include this risk, you agree to hold us harmless from such contamination claims, damages, and expenses, including reasonable attorneys’ fees, unless the loss is caused by our negligence.

- 2.6 You agree to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless and indemnify us from related claims and costs, including reasonable attorneys’ fees.

### Section 3: Reports and Records

- 3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents, and our computer software and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer our reports to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys’ fees, arising out of any unauthorized transfer or use.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, or readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

### Section 4: Compensation

- 4.1 You will pay for the Services as agreed upon or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is

not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.

- 4.2 You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.
- 4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.
- 4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.
- 4.5 If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.
- 4.6 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

#### **Section 5: Disputes, Damage, and Risk Allocation**

- 5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2 We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3 We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.
- 5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This

increased fee is not the purchase of insurance.

- 5.5 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.
- 5.6 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.
- 5.7 The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

#### **Section 6: Indemnification**

- 6.1 Each of us will indemnify and hold harmless the other from and against demands, damages, and expenses to the comparative extent they are caused by the negligent acts, omissions, or breach of contract of the indemnifying party or of those others for whom the indemnifying party is legally responsible.
- 6.2 To the extent that may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### **Section 7: Miscellaneous Provisions**

- 7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.
- 7.2 This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by both of us making specific reference to the provision modified may modify it.
- 7.3 Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
- 7.4 A writing may terminate this Agreement. We will receive an equitable adjustment of our compensation if our work is terminated prior to completion as well as our fees and expenses on the basis agreed upon through the effective date of termination.
- 7.5 We will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, religion, age, genetic information, marital status, sexual orientation, gender identity, familial status, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a protected veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.

*End of Standard Terms*



# Fee Schedule—2018

Rev. 12/30/17

Description	Rate* (U.S. dollars)
Principal .....	\$145-295
Consultant/Advisor.....	\$155-250
Engineer/Scientist/Specialist III.....	\$125-150
Engineer/Scientist/Specialist II.....	\$95-120
Engineer/Scientist/Specialist I.....	\$65-90
Technician III.....	\$125-150
Technician II.....	\$95-120
Technician I .....	\$50-90
Support Personnel II .....	\$95-150
Support Personnel I .....	\$50-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

Reimbursable expenses including, but not limited to, the actual and reasonable costs of transportation, meals, lodging, parking costs, postage, and shipping charges will be billed at actual cost. Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules. Mileage will be billed at the IRS-allowable rate.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

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



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## **Executive Summary for Action**

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 21, 2018

### **Agenda Item**

#### **Item 6. B. - Watershed Management Plan**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

The Bloomington and Eden Prairie/Chanhassen Public Information meeting have occurred. Attendance was not as good as we had anticipated, but it did offer a good opportunity to speak with those that did come. City staff was at both meetings and were an invaluable resource. The city showed staff that in many cases the city regulation is just as strict, if not more so, than the LMRWD proposed standard. The majority of the property owners were supportive of the revised standard.

The TAC met on January 30, 2018. Staff presented the revised Bluff and Steep Slope Standard and answered questions. Manager Hartmann was able to attend the later part of the meeting. The change in the standard from restrictive to permissive in nature was well received by the cities, however state agencies expressed concern. Staff asked the TAC to submit any comments to the District by Friday, February 16, so that comments can be reported to the Managers.

Della and I had a conversation with Jennie Skancke, Kate Drewry and Jason Spiegel from the DNR about the change. The DNR will be submitting comments to the District about the revision. They are concerned that the proposed revision will not afford the same level of protection that the original draft proposed. They also expressed concern that having a definition for bluff and for steep slopes separately will confuse people. We explained the logic behind the District's decision to change the definition was to disconnect the definition of bluff from shoreland.

Staff will be making a presentation to the Carver City Council on Tuesday, February 20th and the Burnsville public information meeting will be held on Thursday, February 22nd. The city of Savage has indicated that they would like to hold a public information meeting for its residents. Staff is working out the details of this meeting with the city.

Staff has also met with staff from the city of Savage and Burnsville. Burnsville has indicated they will be submitting comments with respect to the revised "Bluff and Steep Slope" standard, but have asked for more time.

One topic was brought up when meeting with Burnsville was surrounding the floodplain model the DNR, Corps of Engineers and the LMRWD had prepared in 2004. The model has been used to evaluate impacts of developments in the floodplain, however, LMRWD staff was not sure whether the model is being updated when new development occurs.

Staff has done some investigation and discovered that the model is not updated, so the cumulative impact of development that has occurred in the floodplain since the model was built are not taken into account. The LMRWD may want to pursue updating the model, which is over 15 years old.

Staff wants to give the Managers a head's up that we will need to update the task order with Burns & McDonnell again. The additional costs are due to updating the maps with the revised standard, additional field investigations and the number of meeting cities have requested.



Page 2

Executive Summary

Item 6. B. - Watershed Management Plan

February 21, 2018

Staff would also like direction from the Managers regarding Ike's Creek and whether or not it should be identified in the plan as a high value resource. If the Managers choose to do so, there will likely be objections from the city of Bloomington.

**Attachments**

No attachments

**Recommended Action**

Provide direction to staff regarding Ike's Creek



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## **Executive Summary for Action**

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 21, 2018

### **Agenda Item**

#### **Item 6. C. - 2018 Legislative Action**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

Lisa Frenette has started work on behalf of the LMRWD. The Contract is not yet finalized, but probably will be by the meeting. All the issues raised by the Managers at the January meeting have been addressed. She is working to set up meetings with LMRWD legislators and I will be preparing a one page handout for legislators.

She has received questions from Representative Dan Fabian about the LMRWD's Plan Amendment. Apparently some residents have contacted him as he is the chairman of the Environment and Natural Resources Policy and Finance Committee. Apparently the complaint that was registered is that the District did not provide opportunities for public input before the 60-day comment period. I have filled Lisa in on the process and what has transpired with the public information meetings. She has passed our information along to Representative Fabian. Managers will be updated at the Board meeting if information is available.

#### **Attachments**

Current version of agreement between LMRWD and Frenette Legislative Advisors

#### **Recommended Action**

No action recommended

**CONSULTING AGREEMENT BETWEEN  
THE LOWER MN RIVER WATERSHED DISTRICT  
and FRENETTE LEGISLATIVE ADVISORS**

This Agreement is entered into between Frenette Legislative Advisors (FLA) and the Lower MN River Watershed District (LMRWD). In consideration of the mutual terms and conditions set forth herein, including the obligations of mutual consideration, the sufficiency of which is hereby acknowledged, LMRWD and FLA agree as follows:

1. Scope of Work

FLA will perform the LMRWD legislative support services related to the function and interests of the LMRWD. These services may include but are not limited to:

- a) toward securing state financial resources for the LMRWD navigational channel maintenance and operation responsibilities and obligations related to the MN River 9 foot channel;
- b) promoting legislation aimed at reducing sedimentation and erosion in the Minnesota River Valley; developing governmental structures or programs to implement coordinated projects to reduce sedimentation and erosion in the Minnesota River; and establishing basin-wide initiatives to fund grade stabilization and other practices to reduce sedimentation and erosion in the Minnesota River; and
- c) consulting with the LMRWD between legislative sessions to develop legislative and policy priorities to be implemented in subsequent years.

Additional services may be added to this scope of work by amendment to this contract and may include additional compensation as determined by the parties.

2. Independent Contractor

FLA is an independent contractor under this Agreement. FLA shall select the means, method and manner of performing the Services. Nothing in this Agreement is intended or should be construed to make FLA the agent, representative or employee of the LMRWD. Personnel performing the Services on behalf of FLA or a subcontractor shall not be considered employees of the LMRWD and shall not be entitled to any compensation, rights or benefits of any kind from the LMRWD.

FLA confirms and acknowledges it is not entitled to any employment benefits of any kind in association with the Services rendered under this Agreement, including health insurance, retirement benefits, paid vacation or sick leave.

FLA acknowledges that it is obligated to comply with all state and federal tax requirements, and is responsible for reporting and paying all income and self-employment tax with respect to income derived from his performance of the Services under this Consulting Agreement.

3. Subcontract and Assignment

Contractor shall not assign, subcontract or transfer any obligation or interest in this Agreement or any of the Services without LMRWD's written consent. Written consent to any subcontracting, assignment or transfer shall not relieve FLA from his responsibility to perform any part of the Services, nor in any respect its warranty, insurance, indemnification, duty to defend or agreement to hold harmless with

respect to the Services. FLA shall incorporate this Agreement as an exhibit to any assignment, subcontract or transfer agreement.

4. Warranty and Indemnification

FLA warrants that it will perform the Services in accordance with usual standards of professional care. FLA shall defend and hold harmless the LMRWD up to the amount of compensation that FLA has received.

5. Payment for Services

The LMRWD shall represent the LMRWD on legislative issues for 2018. LMRWD agrees compensate FLA in the amount of \$20,000 for services beginning January 1, 2018 through December 31, 2018, payable in five equal monthly payments of \$3,333.33 beginning January 1, 2018 through ~~June~~ May 30, 2018, and a ~~sixth~~ payment of \$3,333.35 to be paid in November, 2018.

~~Payment will be made within 30 days of receipt of invoice. Consistent with our ethical obligations, we reserve the right to~~ FLA may withdraw if our statements are not paid for non-payment.

6. Termination

The Agreement shall remain in force from January 1, 2018 through December 31, 2018.

The LMRWD may terminate this Agreement at its convenience, by a written termination notice by certified mail, stating specifically what prior authorized or additional services it required FLA to complete. FLA shall receive full compensation for all authorized work performed prior to the receipt of notice of termination. In the event of early termination of this Agreement, all amounts become due and payable on June 1, 2018.

FLA may terminate this Agreement by providing sixty (60) days written notice to the LMRWD. FLA will perform the Services until the expiration of the 60-day notice period. FLA will not be compensated for any Services beyond this 60-day notice period.

7. Waiver

The failure of either party to insist on the strict performance by the other party of any provision or obligation under this Agreement, or to exercise any option, remedy or right herein, shall not waive or relinquish such party's rights in the future to insist upon strict performance of any provision, condition or obligation, all of which shall remain in full force and affect. The waiver of either party on one or more occasion of any provision or obligation of this Agreement shall not be construed as a waiver of any subsequent breach of the same provision or obligation, and the consent or approval by either party to or of any act by the other requiring consent or approval shall not render unnecessary such party's consent or approval to any subsequent similar act by the other.

Notwithstanding any other term of this Agreement, the LMRWD waives no immunities in tort. This Agreement creates no rights in and waives no immunities with respect to any third party.

8. Insurance

At all times during the term of this Agreement, FLA shall have and keep in force the following insurance coverage:

A. Automobile liability: For any personal vehicle used in performing the Services, combined single limit each occurrence coverage for bodily injury and property damage covering all owned and non-owned vehicles, \$1 million.

B. General liability: \$1 million each occurrence and aggregate, covering completed operations and contractual liability.

9. Compliance with Laws

FLA shall comply with the laws and requirements of all federal, state, local and other governmental units in connection with performing the Services, and shall procure all licenses, permits and other rights necessary to perform the Services. FLA will not commence work until it has completed the necessary registration as a lobbyist under state law.

FLA hereby acknowledges that all of the data it creates, collects, receives, stores, uses, maintains, or disseminates in performing the Services may be subject to the requirements of the Government Data Practices Act of Minnesota Statutes Ch. 13, and that FLA must comply with those requirements as if it were a covered government entity.

10. Continuation of Obligation

It is understood and agreed that document retention requirements shall survive the completion of the Services and the term of this Agreement as required by law.

11. Choice of Law, Venue and Jurisdiction

This Agreement shall be construed under and governed by the laws of the State of Minnesota.

12. Whole Agreement

The entire agreement between the two parties is contained herein and this Agreement supersedes all oral agreements and negotiations relating to the subject matter hereof. Any modification of this Agreement shall be valid only when reduced to writing as an amendment to this Agreement and signed by the parties hereto.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties hereto execute and deliver this Agreement.

**Frenette Legislative Advisors**

**LOWER MINNESOTA RIVER  
WATERSHED DISTRICT**

\_\_\_\_\_  
Lisa Ann Frenette

\_\_\_\_\_  
By

Its \_\_\_\_\_

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

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



## LOWER MINNESOTA RIVER WATERSHED DISTRICT

### **Executive Summary for Action**

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday, February 21, 2018

#### **Agenda Item**

#### **Item 6. D. - Website Redesign**

#### **Prepared By**

Linda Loomis, Administrator

#### **Summary**

The new LMRWD website [lowermnriverwd.org](http://lowermnriverwd.org) is ready to go. Staff requested that a mapping function be included on the site so that residents and developer can access both the *Bluff and Steep Slope* and the *High Value Resource Overlay Districts*. This mapping function will allow visitors to the site to be able to type in an address and see how the Overlay District impacts a property. This feature was not part of the original scope of work and ongoing maintenance will be needed. Therefore, an amendment to the agreement with HDR is necessary and is attached for Managers to review and authorize.

In addition, the attached agreement will cover monthly maintenance and support for the website for one year. The LMRWD currently spends \$300 per month/\$3,600 per year for website maintenance plus webhosting and domain registration. The new agreement for this is \$4,190.

The total cost is detailed in the attached agreement

#### **Attachments**

Amendment to Agreement for Engineering Services Amendment #1

#### **Recommended Action**

Authorize Amendment #1 to Agreement

AMENDMENT TO AGREEMENT  
FOR  
ENGINEERING SERVICES  
AMENDMENT 1

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on July 14, 2016 to perform engineering services for Lower Minnesota River Watershed District ("LMRWD");

LMRWD desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and LMRWD do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Exhibit A, Section 3 of the original contract shall be amended with the attached Exhibit A scope of services.

To amend this Agreement to increase the contract fee by \$10,800 to a total of \$22,780.

To amend this Agreement to extend the expiration date of the contract to February 1, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

Lower Minnesota River Watershed District ("LMRWD")

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

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

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

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

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

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



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

Ms. Loomis,

Please find HDR's scope and budget for the contract amendment to the original Website Redesign contract (dated July 14, 2016) below.

## **Exhibit A: Scope of Services Amendment #1**

### **Task 1: Project Management**

*Includes:*

- Invoices as required (up to 6)
- Contract administration

### **Task 2: Monthly Website Maintenance**

*Includes:*

- Response to questions from LMRWD regarding the website
- Response to website bugs or design fixes as needed
- Response to system issues resulting in disrupted function or site downtime
- Required system upgrades or patches
- Web hosting and domain renewal for one year

*Assumptions:*

- HDR assumes 3 hours/month for website maintenance from January 22, 2018 through January 22, 2019. If a significant web service modification or additional requests are significant and require more than the 3 hours allotted per month, a contract amendment will be required.
- New graphic requests or adding new content or pages beyond those items identified in Task 3 will require a contract amendment.
- HDR will support browser versions that are currently active and supported by their creating companies. In particular, Chrome, Firefox, Safari, and Internet Explorer version 9+.

### **Task 3: Remaining Content Population**

*Includes:*

HDR will assist with populating the following content:

- Waterbody page content for up to 10 pages



- Create archived meeting materials page with expandable areas for LMWRD to populate
- Replace logo with new file in header
- Populate developer and resident pages with content from LMRWD
- Populate Draft Watershed Plan page and update Documents page to point to new Draft document

**Assumptions:**

- HDR assumes LMRWD will provide all necessary content
- HDR assumes that LMRWD will upload archived meeting minutes once the archived page is created
- HDR assumes LMRWD will populate the Budgets & Audits page, will be responsible for adjusting the map data in Google My Maps
- LMRWD will be responsible for adding all remaining 2017 meetings, and 2018 meetings, and beyond

**Task 4: Create Bluff Slope Map**

Create a map containing the 30% and 18% slope layer with an address search function that allows the user to search their address to see if their property is affected by the slopes. A pin will drop on the map and show the user where in the proposed bluff areas they are. HDR will also create a page in the website to contain the bluff map.

**Includes**

- Interactive map with Bluff Slope layer and address search
- Page in website to contain the map

**Assumptions:**

- LMRWD will send final bluff slope data as a shapefile to HDR
- Any changes to the data will be made by LMRWD
- Additional text or image content on the website page will be provided by LMRWD
- Any additional map functionality will require a contract amendment

**Budget**

Based on the scope of work described above, HDR proposes to provide these services as an amendment to the original contract dated July 14, 2016 on a time and expenses basis with a limit **not to exceed** \$10,800 without prior authorization of Lower Minnesota River Watershed District.

Task	Hours	Cost
Task 1: Project Management	4 hours	\$1,330
Task 2: Monthly Website Maintenance	36 hours (3 hours/month for 1 year) \$240 web hosting, domain, and domain privacy for 1 year	\$4,190
Task 3: Remaining Content Population	20 hours	\$2,430
Task 4: Create Bluff Slope Map	25 hours	\$2,850
<b>Total Cost</b>	<b>85 hours</b>	<b>\$10,800</b>



## Schedule

These additional scope of services will be performed from February 1, 2018 through February 1, 2019.



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## **Executive Summary for Action**

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 21, 2018

### **Agenda Item**

#### **Item 6. E. - Education and Outreach Plan**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

**i. Education & Outreach Coordinator**

This position was included in the Request for Proposals that posted in the State Register along with the Engineering request. I have also asked this position be advertised on the Water Resource Coordinator Group website.

**ii. Friends of the MN River Valley/ LMRWD collaboration**

There is nothing new to report since the last update.

**iii. Citizen Advisory Committee**

There is nothing new to report since the last update

### **Attachments**

No attachments

### **Recommended Action**

No recommended action



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 21, 2018

### Agenda Item

#### Item 6. F. - LMRWD Projects

#### Prepared By

Linda Loomis, Administrator

#### Summary

- i. **Eden Prairie Area #3 Stabilization**  
The LMRWD received notice from the Corps of Engineers that funding maybe available for projects where infrastructure may be threatened. This information was passed along to the city of Eden Prairie and staff will meet with the city to discuss submitting this project to the Corps for funding.
- ii. **Riley Creek Cooperative project Hennepin County Flying Cloud Drive/CSAH 61 reconstruction project**  
The county has let the construction contract for the Flying Cloud Drive reconstruction. I have included an article from the Star Tribune about the archeological work that was done in preparation for this project.
- iii. **Floodplain Lake Coring Project with Freshwater Society**  
The team collected longer cores on February 7th. Carrie Jennings did contact me about taking additional cores would add to the cost of the project. I okayed additional money for the project, as it seemed the District was already in this far so we might as well take to longer cores to gather the data we need.
- iv. **Seminary Fen ravine stabilization project**  
No new information since last update
- v. **Analysis of Dakota County Monitoring**  
No new information since last update
- vi. **East Chaska Creek - CSAH 61 & TH 41 Transportation improvements**  
The District received notification on Friday February 16th, that the final report and implementation plan are almost complete. Staff is currently reviewing the documents that the District received.
- vii. **Savage Fen Ravine Project - no change since last update**

#### Attachments

Flying Cloud Drive article from February 17, 2018 Star Tribune

#### Recommended Action

No recommended action

# Project digs into Flying Cloud Drive and 1,000 years of history

Archaeologists were given access before the construction rattles the land this spring.

By Kelly Busche Star Tribune | FEBRUARY 17, 2018 — 11:39AM

Excavated rock fragments, ceramic shards and stone tools are painting a picture of more than 1,000 years of land use in western Hennepin County.

A project to reconstruct Flying Cloud Drive in Eden Prairie and Chanhassen, set to begin this spring and conclude by 2020, prompted an archaeological dig that has uncovered more than 5,000 artifacts since 2013.

Hennepin County hired the 106 Group, a St. Paul-based culture resource management company, to conduct the multistage dig. After several years of excavations, the firm is now analyzing artifacts recovered from the project area.

“There’s a lot of great information on these really unique sites ... that’s really useful to help our other archaeologists learn from it,” said Adam Kaeding, archaeology manager for the 106 Group. “But it’s also interesting and useful for people who aren’t archaeologists.”

Colin Cox, Hennepin County’s senior communications specialist for transportation, said the road project’s timeline hasn’t yet been finalized but that crews could be out as early as this week for preparatory work. Construction will likely begin in the next few weeks, he said.

The road project aims to raise Flying Cloud Drive over the 100-year flood plain, build a multiuse trail along the north side of the highway and result in a three-lane road that includes a center turn lane. The first stage will focus on Flying Cloud from Charlson Road to Spring Road; the second phase next year will involve work between Spring Road and County Road 101.

Hennepin County is leading the project with Carver County, Scott County, Eden Prairie, Chanhassen and Shakopee collaborating.

“It’s a pretty major project and it’s going to be doing a lot of improvements, and we anticipate that there will be [a] couple different staged closures too, so people should be ready for that,” Cox said.

In the meantime, analysis of the artifacts found by the 106 Group indicates that the land around the highway has been in continuous use for more than 1,000 years, Kaeding said.

“The Shakopee Dakota are still right there in this landscape,” Kaeding said. “This kind of shows that the people have been using this landscape in similar ways for that whole period of time.”

The 106 Group began its work by determining if archaeological artifacts were in the project area, Kaeding said. Because other artifacts have been found along the Minnesota River, he said, “Everyone knew that this was a high potential area.”

The most commonly found artifacts were flakes — pieces of stone broken off while making tools, he said. Crews also found animal bones, ceramic shards, small bits of metal and stone tools.

“Sometimes we can conceive of these areas where we live of having this history that dates back to maybe the colonial period or early settlers. It’s nice to illustrate that ... [this] right here goes much further back. People have been living here for quite a while,” Kaeding said.

Many more ceramic shards were found in the next phase of excavations, he said. A ceramic’s style, construction, form and decoration can help determine how people interacted during the period.



([http://stmedia.startribune.com/images/ows\\_1518843169747?](http://stmedia.startribune.com/images/ows_1518843169747?)  
106 GROUP

Crew members with 106 Group, a St. Paul-based culture resource management company, worked on the archaeological project in 2015 ...

The excavation sites are dug up until “you think you’ve learned everything you can,” Kaeding said, because excavation and construction will destroy them.

An excavator removes several inches of soil while several archaeologists watch for features being exposed — markings on the landscape showing human use on the landscape, such as fire pits and post holes from tepees or long houses.

“That helps us ... [refine] our understanding of how this landscape was used at that time,” Kaeding said. The artifacts are studied to find how people used the Minnesota River for trading goods and ideas, he said.

Kaeding said the 106 Group has worked with historic preservation officers from several Dakota tribes throughout the project. Now they’re collaborating on artifact interpretation and presentation — determining what the artifacts can show and how to share information about them. Potential interpretations range from tribal elder interviews to signs on trails near Flying Cloud Drive denoting the archaeological history.

The artifacts aren’t museum-quality pieces, so they won’t be displayed. But they will be curated at the Minnesota Historical Society and available for future research.

Sherry Butcher Wickstrom, an Eden Prairie City Council member, said she was fascinated by the excavation project. “To say what was uncovered and what it means is important is an understatement. ... It’s not just curiosity — it places us within a context of humanity.”

Kelly Busche is a University of Minnesota student on assignment for the Star Tribune.

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# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 21, 2018

### Agenda Item

#### Item 6. G. Project/Local Water Management Plan Reviews

#### Prepared By

Linda Loomis, Administrator

#### Summary

- i. **Hennepin County - Bloomington Road**  
Hennepin County is preparing to advertise for bids for this project. Managers may remember that the District had contacted the county about adding water treatment to its projects. The county has responded to the request and will be adding SAFL Baffles to this project. Staff has reviewed the project and a copy of staff comments is attached for Managers to review.
- ii. **Metro Transit - Orange Line BRT - 98th Street Station**  
Staff has reviewed the plans for the Orange Line Bus Rapid Transit 98th street station (which is in the LMRWD). A copy of staff comments is attached.
- iii. **City of Bloomington - Local Surface Water Management Plan**  
The District has received the Bloomington Local Surface Water Management Plan and is currently reviewing the plan.
- iv. **City of Chaska - Local Surface Water Management Plan Amendment**  
The District has received an Amendment to the Chaska Surface Water Management Plan and is reviewing the Amendment.
- v. **City of Chanhassen - Comprehensive Plan/Local Water Management Plan**  
The District has received the Chanhassen Local Surface Water Management Plan and is currently reviewing the Plan.
- vi. **City of Lilydale Local Water Management Plan Amendment**  
The District has received an Amendment to the Lilydale Surface Water Management Plan and is reviewing it.
- vii. **Hennepin County - HCRRA Bluff Creek Project**  
There has been no new information received on this project since the last update.
- viii. **City of Burnsville - Xcel Energy Black Dog Plant**

The Public Utilities Commission approved the alignment for the gas pipeline. The city approved the Conditional Use Permit and the DNR has issued Xcel a permit to dewater. The plan to address the seeps created by the Page 2



Executive Summary

Item 6. B. - Project/Local Water Management Plan Reviews

February 21, 2018

directional boring has also been approved by the DNR. Xcel proposed to start the construction of the new alignment for the pipeline February 5th.

ix. **MNDOT - I35W Bridge replacement**

Staff has completed its review of the Environmental Assessment for the I-35W Bridge replacement and comments are attached.

**Attachments**

Staff comments regarding Bloomington Road Project

Staff comments on Orange Line 98th Street Station

Staff comments on I-35W Bridge replacement

**Recommended Action**

Approve staff comment and authorize sending comments to proponents



# Technical Memorandum

To: Linda Loomis, Administrator

From: Della Schall Young, CPESC, PMP

Date: February 15, 2018

Re: Fort Snelling – Bloomington Road Project Update

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During the fourth quarter of 2017, the Lower Minnesota River Watershed District (District) managers authorized staff to investigate ways to support Hennepin County Projects in Fort Snelling State Park area (see attached October 2016 memo).

District staff met with Hennepin County staff and Stonebrook Engineering (their consultant) in February 2017 to discuss opportunities for including best management practices (BMPs) to the project to manage stormwater and control erosion. Staff learned about surface BMPs, such as ponds and ditches, and evaluated Hennepin County and regulatory constraints (specifically, State Historic Preservation Office [SHPO] and Metropolitan Airport Commissions [MAC] requirements) that prohibited their uses. We concluded the discussion by asking Hennepin County to investigate the use of underground chambers or other grit removal devices to minimize sediment transport to the Minnesota River.

We are pleased to announce that Hennepin County has included a St. Anthony Falls Laboratory (SAFL) Baffle to their final project plans (see attachment). The SAFL Baffle, which will be fully funded by Hennepin County, will remove approximately 45 percent of the total suspended solids (TSS) transported in stormwater.

cc: Jeffrey Thuma, Burns & McDonnell

# Memorandum



Date: October 11, 2016 *(Email transmittal)*

To: Linda Loomis, Administrator

From: Della Schall Young, PMP, CPESC (Contractor)

Subject: Fort Snelling Projects – Hennepin County and Minneapolis Park and Recreation Board

Two projects are being designed on Fort Snelling by Stonebrooke Engineering, Inc. (Stonebrooke). The first project will reconstruct County State Aid Highway (CSAH) 204 and upgrade its drainage system, and the second project will widen Minneapolis Parks and Recreation Board (MPRB) trails. As requested on September 23, 2016, Eric Watruba, Senior Environmental Engineer, attended a coordination meeting for the projects. The following is information gleaned from the meeting.

#### Impervious Areas:

- CSAH 204 reconstruction, sponsored by Hennepin County, will result in a net decrease in impervious area of 0.03 acre.
- The trail improvement project, sponsored by the MPRB, will result in a net increase in impervious area of 0.51 acre. The new impervious area will include 4 feet of additional width (from 8-foot sections to 12-foot sections), the addition of 400 feet north of Bloomington Road, and the use of bituminous asphalt.

#### Storm Water Treatment:

- No storm water treatment is currently planned for the project. SAFL baffles were mentioned as an option, but no decisions by Hennepin County or MPRB were made to implement them into the design.

#### Project Schedule:

- The project team hosted a discussion with the Minnesota Department of Transportation on the CSAH 204 project.
- The next submittal will be for 60 percent design, which will be sent to the State Historic Preservation Office (SHPO) and National Parks Service.
- Construction is scheduled for 2017.

Following the meeting, Stonebrooke sent the Lower Minnesota River Watershed District (District) pipe computations, existing and proposed drainage area maps, and HydroCad reports associated with 30-percent drainage designs for the CSAH 204 project. Below is the review summary of our findings.

- The CSAH 204 project disturbs an acre or more of land and must comply with the District's Construction Erosion Control Standard and the Minnesota Pollution Control

October 11, 2016  
Page 2

(Email transmittal)

Agency's General Permit Authorization to Discharge Stormwater Associated with Construction Activity under the National Pollutant Discharge Elimination System/State Disposal Permit – MN R100001.

- The project has an anticipated increase in impervious surface of 0.51 acre. The new impervious surface is well below the threshold requiring compliance with the District's Stormwater Management Standard.

Conclusion

These projects present an opportunity for the District to contribute funds dedicated to the inclusion of storm water best management practices (BMPs). We ask the managers to authorize staff to investigate ways to add costs for including BMPs to the Fort Snelling projects. BMP alternatives and costs would likely be available during the first quarter of 2017.



# Technical Memorandum

To: Linda Loomis, Administrator

From: Della Schall Young, CPESC, PMP

Date: February 15, 2018

Re: Orange Line Bus Rapid Transit

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The Station Calculation Package for the Orange Line Bus Rapid Transit project (Project) was reviewed as requested by the Lower Minnesota River Watershed District (District). The proposed Orange Line BRT project is a 17-mile section connecting the cities from Minneapolis to Burnsville along I-35W. The route also goes through the cities of Richfield and Bloomington. The I-35W and 98<sup>th</sup> Street Station (Station) is located in the District and is the focus of our review.

The construction/upgrade of the Station will disturb approximately 1.4 acres and will result in a .2-acre net change in impervious surface. The project triggers the District's Stormwater Management and Construction Erosion Control Standards. The Project complies with the District's standards with the existing infiltration chamber under the north parking area, and an on-site drainage ditch. Noteworthy is that the Project triggered the National Pollutant Discharge Elimination System General Construction Permit which is more strict than the District's current standards for erosion control and post construction stormwater management.

The information provided sufficiently satisfies the District's requirements. If significant changes are made to the Project, calculations must be updated and a narrative sent to the District expressing how the Project will maintain compliance with the District's standards.

cc: Jeffrey Thuma, Burns & McDonnell

# Technical Memorandum

To: Linda Loomis, Administrator

From: Della Schall Young, CPESC, PMP

Date: February 15, 2018

Re: I-35W from Cliff Road (CSAH 32) to West 106<sup>th</sup> Street Project

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The Environmental Assessment (EA) and supporting drainage plan for the I-35W from Cliff Road (CSAH 32) to West 106<sup>th</sup> Street Project (Project) was reviewed as requested by the Lower Minnesota River Watershed District (District). As stated in the EA, the primary reason for the project is to provide a structurally sound bridge crossing over the Minnesota River. Several secondary reasons were provided, including safety and flood hazard management.

The proposed Project extends from the I-35W/Cliff Road interchange in the city of Burnsville to north of the I-35W/West 106<sup>th</sup> Street interchange in the city of Bloomington within the counties of Hennepin and Dakota. It consists of the following:

- Replacement of the I-35W Minnesota River Bridge.
- Reconstruction of approximately two miles of I-35W adjacent to the Minnesota River Bridge.
- Replacement of the I-35W bridges over West 106<sup>th</sup> Street.

The supporting documentation provides, as required, an evaluation of the potential impacts the Project could have on the environment and how those potential impacts would be mitigated. Additionally, it acknowledges that the Project triggers the District's Stormwater management, Construction Erosion and Sediment Control, Shoreline and Streambank Alterations, and Floodplain and Drainage Alteration standards. The information provided, in addition to the review and conditional use permit issued the City of Burnsville for work within the floodplain, sufficiently satisfies the District's requirements.

It is anticipated that during the design-build process, changes will be made to the Project. Changes affecting stormwater and floodplain calculations must be updated, and a narrative sent to the District expressing how the Project will maintain compliance with its standards. Also, during construction of in-water features, the District should be notified 48 hours before the start of those construction activities.

cc: Jeffrey Thuma, Burns & McDonnell



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## **Executive Summary for Action**

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday, February 21, 2018

### **Agenda Item**

**Item 6. I. - LMRWD/RPBCWD Boundary changes**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

The Board of Water & Soil Resources (BWSR) has issued a notice of filing for the proposed boundary changes between the LMRWD and the Riley -Purgatory-Bluff Creek Watershed District. A copy of the Notice is attached

### **Attachments**

Notice of Filing

### **Recommended Action**

No recommended action



## Memorandum

**Date:** 2/8/2018

**To:** List of Addressees

**From:** Annie Felix-Gerth, Water Programs Coordinator

### **RE: Notice of Filing Notice of Filing for Riley Purgatory Bluff Creek Watershed District, Minnehaha Creek Watershed District, Nine Mile Creek Watershed District, and the Lower Minnesota River Watershed District Boundary Change**

A petition for the boundary change of the Riley Purgatory Bluff Creek Watershed District (RPBCWD) and adjacent watershed management organizations including: the Minnehaha Creek Watershed District, the Nine Mile Creek Watershed District, the Lower Minnesota River Watershed District has been filed with the Board of Water and Soil Resources (Board). The Board invites written comments on the proposed boundary change. All comments received will be considered before a decision is made.

Any person who objects to the proposed boundary change may submit a written request for hearing to the Board. If no written requests for a hearing are submitted within 20 days from the last publication of the notice. The Board will consider all of the comments and information pertaining to the proposed boundary change and make a decision on the Plan at a regular Board meeting without conducting a public hearing.

Attached is a copy of the legal notice that will be published in local newspapers on the weeks of February 12<sup>th</sup> and 19<sup>th</sup>, 2018.

For more information on the petition, contact Claire Bleser, Riley Purgatory Bluff Creek Watershed District Administrator, at 952-687-13-48 or [cbleser@rpbcwd.org](mailto:cbleser@rpbcwd.org).

For further information regarding this notice or to submit a written request for a hearing, contact Annie Felix-Gerth, Water Programs Coordinator, Board of Water & Soil Resources at 651-238-0677 or [annie.felix-gerth@state.mn.us](mailto:annie.felix-gerth@state.mn.us).

**Attachments:** List of Addressees, Legal Notice

**Email Cc :** Steve Christenson, Kevin Bigalke

## LIST OF ADDRESSEES

Notice of Filing  
Riley Purgatory Bluff Creek Watershed District,  
Minnehaha Creek Watershed District,  
Nine Mile Creek Watershed District,  
Lower Minnesota River Watershed District  
Boundary Change  
February 8, 2018

c:

<b>LGU</b>	<b>Contact type</b>	<b>Contact name</b>
Riley Purgatory Bluff Creek Watershed District	Administrator	Claire Bleser
Lower Minnesota River Watershed District	Administrator	Linda Loomis
Nine Mile Creek Watershed District	Administrator	Randy Anhorn
Minnehaha Creek Watershed District	Administrator	Lars Erdahl
City of Minnetonka	Manager	Geralyn Barone
City of Deephaven	Administrator	Dana Young
City of Shorewood	Administrator	Greg Lerud
City of Chanhassen	City Manager	Todd Gerhardt
City of Eden Prairie	City Manager	Rick Getschow
City of Bloomington	Manager	Jamie Verbrugge
City of Chaska	City Administrator	Matt Podhradsky
Carver County	County Auditor	Laurie Davies

**NOTICE OF FILING  
RILEY PURGATORY BLUFF CREEK, THE MINNEHAHA CREEK  
WATERSHED DISTRICT, THE NINE MILE CREEK WATERSHED DISTRICT, AND  
THE LOWER MINNESOTA WATERSHED DISTRICT  
BOUNDARY CHANGE**

**Minnesota Board of Water and Soil Resources  
520 Lafayette Road North  
Saint Paul, Minnesota 55155**

**In the matter of** the petition for the boundary change of the Riley Purgatory Bluff Creek Watershed District and adjacent watershed management organizations including: the Minnehaha Creek Watershed District, the Nine Mile Creek Watershed District, the Lower Minnesota River Watershed District, pursuant to Minn. Stat. §103B.215.

**Whereas**, the subject petition and complete supporting documentation were received on September 18, 2017 and served on the Board of Water and Soil Resources (Board) pursuant to Minn. Stat. §103B.215.

Now therefore, the Board hereby issues the following:

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

The proposed boundary change impacts approximately 2,171.32 acres of land in Carver and Hennepin Counties, Minnesota that would correct the assessment designation of 805 parcels at various location along the common boundaries of the watershed management organizations.

The Board must review the petition for conformance with state law and rule.

A copy of the petition for inspection is available during normal business hours at the Riley Purgatory Bluff Creek Watershed District office, 18681 Lake Drive East, Chanhassen, MN 55317.

For more information on the petition, contact Claire Bleser, Riley Purgatory Bluff Creek Watershed District Administrator, at 952-687-13-48 or [cbleser@rpbcwd.org](mailto:cbleser@rpbcwd.org).

For further information regarding this notice or to submit a written request for a hearing, contact Annie Felix-Gerth, Water Programs Coordinator, Board of Water & Soil Resources at 651-238-0677 or [annie.felix-gerth@state.mn.us](mailto:annie.felix-gerth@state.mn.us).

Dated in Saint Paul, Minnesota this 7th day of February, 2018.

/s/ Kevin Bigalke  
Central Region Manager