

Please note the meeting will be held at the Carver County Government Center on the Wednesday, November 20, 2019



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

Lower Minnesota River Watershed District

7:00 PM

Wednesday, November 20, 2019

Carver County Government Center

602 East Fourth Street, 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. Approve Minutes October 18, 2019 Regular Meetings</p> <p>B. Receive and file October 2019 Financial reports</p> <p>C. Approval of Invoices for payment</p> <ul style="list-style-type: none"> <li>i. Carver County Finance Department - Q3 accounting services</li> <li>ii. Freshwater Society - for Road Salt Symposium Sponsorship</li> <li>iii. Daniel Hron - for October 2019 office rent</li> <li>iv. City of Chaska - reimbursement of construction costs for Seminary Fen Ravine stabilization</li> <li>v. Frenette Legislative Advisors - October 2019 lobbying services</li> <li>vi. Pace Analytical Services, LLC - for summer Chloride monitoring of Ike's Creek</li> <li>vii. Rinke Noonan Attorneys at Law - September 2019 legal services</li> <li>viii. Naiad Consulting, LLC - August 2019 administrative services &amp; expenses</li> <li>ix. TimeSaver Off Site Secretarial, Inc. - August 2019 meeting minutes preparation</li> <li>x. US Geological Survey - for MN River Sediment Monitoring</li> </ul> <p>D. Receive and file informal comment letter from the City of Eden Prairie</p>

	<p>E. Notice of multi-year engagement with Redpath for Financial Audit Services</p> <p>F. Authorize execution of Dredge funding agreement</p> <p>G. TimeSaver Off Site Secretarial, Inc. - Addendum to Recording Secretary Service Agreement</p> <p>H. Receive and File Letter from BWSR dated September 27, 2019</p> <p>I. Approval of 2020 Cost Share and Water Quality Restoration Program</p>
5. New Business/ Presentations	<p>A. Set 2020 meeting dates</p> <p>B. LMRWD Data Management</p> <p>C. 2018 Annual Report</p>
6. Old Business	<p>A. MAWD Annual Conference</p> <p>B. Remote meeting participation</p> <p>C. Dredge Management</p> <p>    i. Funding for dredge material management</p> <p>    ii. Vernon Avenue Dredge Material Management site</p> <p>    iii. Private Dredge Material Placement</p> <p>D. Watershed Management Plan</p> <p>E. 2020 Legislative Action</p> <p>F. Education &amp; Outreach - no new information to report</p> <p>G. LMRWD Projects - See Administrator Report for project updates <b><i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i></b></p> <p>    i. East Chaska Creek Restoration</p> <p>    ii. Targeted BMP's for Downtown Shakopee Area</p> <p>    iii. Prior Lake Outlet Channel Realignment/Wetland Restoration</p> <p>H. Local Water Management Plan Reviews</p> <p>    i. City of Shakopee</p> <p>I. Project Reviews - See Administrator Report for project updates <b><i>(only projects that require Board action will appear on the agenda. Informational updates will appear on the Administrator Report)</i></b></p> <p>    i. City of Chanhassen - TH 101 realignment</p> <p>J. MPCA Soil Reference Values - No new information since last update</p>
7. Communications	<p>A. Administrator Report</p> <p>B. President</p> <p>C. Managers</p> <p>D. Committees</p> <p>E. Legal Counsel</p> <p>F. Engineer</p>
8. Adjourn	Next meeting of the LMRWD Board of Managers is Wednesday, December 18, 2019

Upcoming meetings/Events

- [Minnesota River Basin Ag-Urban Partnership Forum](#) - Monday, November 18, 2019, 1:00pm to 4:00pm, Mankato Civic Center, sponsored by IMinnesota State University/Mankato, Mankato
- Upper Mississippi River Waterway Association - Thursday, November 21, 2019, 11:30am, Lilydale Pool & Yacht Club, 1600 Lilydale Road, St. Paul, MN

- [Minnesota River Congress](#) - Thursday, November 21, 2019, 6:30pm, Kato Ballroom, 200 Chestnut Street, Mankato, MN
- River Resource Forum - no dates yet, but this usually happens in early December (may overlap with MAWD Conference)
- [MAWD Annual Conference](#) - December 5 - 7, Arrowwood Conference Center Alexandria, MN
- Metro MAWD - Tuesday, January 21, 2020, 7:00pm Cap Region Watershed District, 595 Aldine Street, St. Paul
- [Watershed Specialist Training](#) - Jan 21-May 3, MN Water Resources Center, Online
- [MAWD Legislative Reception & Day at the Capitol](#) - March 18 & 19, 2020

#### For Information Only

- WCA Notices
  - City of Bloomington - Notice of Decision - Crown Plaza apartment project, 8101 36th Avenue South - no loss.
  - City of Chanhassen - Notice of Application - Hennepin County Railroad Authority has applied for a wetland permit from the City of Chanhassen in order to repair the Minnesota River Bluffs Regional Trail that washed out in 2014.
- DNR Public Waters Work permits
  -
- DNR Water Appropriation permits
  -

#### Future Manager Agenda Items list

- Report on I494 - TH 169 to Minnesota River
- Report on TH 101 realignment
- Report on MN State Trail
- Report on Freeway Landfill
- Report on Burnsville Landfill
- Report of water quality testing of Minnesota River from MPCA
- Report on Flying Cloud Landfill
- Record retention policy
- AIS Policy
- Riverbank stabilization policy

#### Future TAC Agenda Items List

- LMRWD Vegetation Management Plan
- LMRWD monitoring plan



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Minutes of Regular Meeting

### Board of Managers

Wednesday, October 16, 2019

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

Approved \_\_\_\_\_, 2019

#### 1. CALL TO ORDER AND ROLL CALL

On Wednesday, October 16, 2019, at 7:00 PM in the Board Room of the Carver County Government Center, 602 East 4th Street, Chaska, Minnesota, President Hartmann 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: Manager Adam Frey and President Jesse Hartmann. In addition, the following were also present: Linda Loomis, Naiad Consulting, LLC, LMRWD Administrator; Della Schall Young, Young Environmental Consulting Group, LLC, Technical Consultant; and Lindsey Albright, Dakota County SWCD.

#### 2. APPROVAL OF THE AGENDA

Administrator Loomis announced there were no changes or additions to the agenda.

President Hartmann said he had one Manager Raby-esque change. He noted that item number 8 on the agenda should show the next meeting date as November 20th.

**Manager Frey made a motion to approve the Agenda, as amended. The motion was seconded by President Hartmann. The motion carried unanimously.**

#### 3. CITIZEN FORUM

There were no citizens who wished to address the board on non-agenda items.

#### 4. CONSENT AGENDA

President Hartmann introduced the item.

##### A. Approve Minutes - September 18, 2019 Regular Meetings

##### B. Receive and file September 2019 Financial reports

##### C. Approval of Invoices for payment

- i. Frenette Legislative Advisors - - August & September 2019 lobbying services
- ii. Metro Sales, Inc. - Usage based service agreement on copier
- iii. Redpath and Company, Ltd. - Partial payment for 2018 audit services
- iv. Rinke Noonan Attorneys at Law - August 2019 legal services
- v. Star Tribune - Legal notice for 2020 budget hearing
- vi. US Bank Equipment Leasing - November 2019 copier lease payment
- vii. Naiad Consulting - July 2019 administrative services & expenses
- viii. TimeSaver Off Site Secretarial - July 2019 meeting minutes preparation
- ix. Young Environmental Consulting Group, LLC - August 2019 Technical Services

**D. Dakota County 2020 Monitoring Services Scope of Work**

**President Hartmann made a motion to approve the Consent Agenda. The motion was seconded by Manager Frey. The motion carried unanimously.**

**5. NEW BUSINESS**

**There was no new business**

**6. OLD BUSINESS**

**A. 2018 Audit report update**

Administrator Loomis said the audit report is complete and that a hard copy of the report was placed at each Managers' seat. She noted that she spoke to the Auditor about the LMRWD lending money internally from the General Fund to the Seminary Fen Ravine stabilization project, as suggested by legal counsel at the September Board meeting. The Auditor said because the LMRWD does not maintain a separate fund for projects there is not a way to do that according to standard accounting practices.

She noted that previous audit reports showed unearned revenue owed to the LMRWD for the project. That amount does not appear in the 2018 audit, but that it now appears as a liability under the money due to other governments. The will appear there until the LMRWD pays the City of Chaska. She also noted the City invoiced the LMRWD for that amount and that it was paid to the City in October. She said that it shows up on the LMRWD right now as a liability for purposes of seeking funding to replace the grant.

Administrator Loomis asked the Board if they wanted to have a representative from Redpath come to a future meeting to answer any questions the Board may have and to report on the audit. She noted they could come to the November meeting if the Managers wanted to hear from them. Manager Frey asked what had been done in the past. Administrator Loomis said that typically Redpath comes to a Board meeting. President Hartmann asked if there was anything that stood out.

Administrator Loomis said there was one finding by the Auditor that had to do with the way Carver County reported the grant received from the State of Minnesota for the Dredge site. It should have been booked as unearned revenue, as the grant was to pay for costs as they are incurred. The LMRWD offered an explanation of the finding, Carver County made adjustments to the books and we agreed to be more careful in the future. The Board said they were comfortable with receiving and filing the 2018 audit report and didn't think they would need to have someone come from Redpath.

**President Hartmann made a motion to receive and file the audit report and direct staff to post it to the website. The motion was seconded by Manager Frey. The motion carried unanimously.**

**B. Remote meeting participation**

Administrator Loomis said they are working on this with the County and Tierney. She has been trying to get a meeting scheduled between all the

**C. Dredge Management**

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

No new information other than that reported in the Executive Summary.

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

Staff is working to get everything ready to go out for bids for construction of the project this year. The LMRWD still have not received the permits yet.

She said she received a phone call from the USACE. They had noticed on our agenda that we are planning a project at the site and asked about it. They were sent the plans and are good with the project since it does not diminish the Corp's ability to place material on the site.

**iii. Private Dredge Material Placement**

Administrator Loomis said she assume private slips have been dredged and material has been placed on the site. She was at the site to check, but the site was so wet she was not able to view the containment area.

**D. Watershed Management Plan**

Administrator Loomis said the plan will be submitted to BWSR. The final language will be reviewed this week. All the response letters are also ready to go to the cities that made comments.

**E. 2020 Legislative Action**

Administrator Loomis said she is working to get a meeting with Representative Hansen to talk about the State replacing the grant money that was lost.

She noted that at the September Board meeting the LMRWD Board wondered how MAWD determined which items for action were prioritized and placed in the "parking lot". She said she spoke with Emily Javens to see what process MAWD used. Emily said the decision was made by the MAWD legislative committee which made a recommendation to the MAWD Board. Both groups went through a process to determine what the priorities should be. She said that if there was anything in the "parking lot", which MAWD members feel strongly about, they could write a letter to the MAWD Board or speak with Board members directly. She suggested that networking with MAWD Board members would be appropriate. She also noted that a number of new items were received this year and will be considered at the Annual Conference, so that the Legislative Committee and the MAWD Board will have to prioritize the items for action again after the conference..

**F. Education and Outreach Plan**

No information to report since last update.

**G. LMRWD Projects**

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

**H. Local Water Management Plan Reviews**

**i. City of Shakopee**

The LMRWD has not received a response from Shakopee to the LMRWD comments.

**I. Project/Plan Reviews**

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

No new information since last update.

**7. COMMUNICATIONS**

**A. Administrator Report:** Administrator Loomis said the City of Burnsville called and asked if the watershed district would be interested in contributing money to a river bank stabilization project at Black Dog Park. Several large limestone blocks had been set into the river bank in three locations. Flooding of the River has caused the blocks to become dislodged. The City is planning to reduce the number of areas from three down to two. President Hartmann asked how much the city was looking for. Administrator Loomis said the total project would

LOWER MINNESOTA RIVER WATERSHED DISTRICT  
BOARD OF MANAGERS  
WEDNESDAY, OCTOBER 18, 2019  
MEETING MINUTES

be \$75,000 to \$100,000. President Hartmann asked what year they were looking for funds. Administrator Loomis said she assumes the funds would be needed in 2020. President Hartmann asked if there is funding in the 2020 budget to help out with this project. Administrator Loomis said no, this was not planned. She also noted that contingency money that was allocated in the CIP has all been taken up by other projects, so there isn't really any way to re-allocate money.

Administrator Loomis reviewed the Administrator report.

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

**8. ADJOURN**

**President Hartmann made a motion to adjourn. Manager Frey seconded the motion. The meeting was adjourned at 7:41pm. The next meeting of the LMRWD Board of Managers will be 7:00, Wednesday, November 20, 2019 and will be held at the Carver County Government Center, 602 East 4th Street, Chaska, MN.**

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Dave Raby, Secretary

Attest:

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Linda Loomis, Administrator

**Item 4.B.**  
**LMRWD 11-20-19**

<b>BEGINNING BALANCE</b>	<b>30-Sep-19</b>	<b>\$ 2,074,828.38</b>
<b>ADD:</b>		
<b>General Fund Revenue:</b>		
Market Value Credit		\$ 14.68
Misc. Revenue (MPCA share of MN River Boat Tour)		<u>\$ 2,176.79</u>
<b>Total Revenue and Transfers In</b>		<b>\$ 2,191.47</b>
<b>DEDUCT:</b>		
<b>Warrants:</b>		
Journal Entry	Carver County Finance Dept. Q3 accounting services	\$ 1,251.60
419058	Freshwater Society Road Salt Symposium Sponsorship	\$ 500.00
419064	Daniel Hron October 2019 office rent	\$ 650.00
419271	City of Chaska Payment for Seminary Fen Ravine	\$ 110,400.00
419277	Frenette Legislative Advisors October 2019 lobbying services	\$ 1,666.67
419300	Pace Analytical Services, LLC Summer Chloride sample of Ike's Creek	\$ 20.00
419305	Rinke Noonan Attorneys at Law September 2019 legal fees	\$ 1,624.50
100010697	Naiad Consulting Aug. 2019 admin service & expenses	\$ 15,786.57
100010703	TimeSaver Off Site Secretarial, Inc. August 2019 meeting minutes prep	\$ 145.00
100010706	US Geological Survey MN River Sediment monitoring	<u>\$ 4,947.00</u>
<b>Total Warrants/Reductions</b>		<b><u>\$ 136,991.34</u></b>
<b>ENDING BALANCE</b>	<b>31-Oct-19</b>	<b><u><u>\$ 1,940,028.51</u></u></b>



EXPENDITURES	2019 Budget	October Actual	YTD 2019	Over (Under) Budget
<b>Administrative expenses</b>	\$ 250,000.00	\$ 16,666.17	\$ 180,663.01	\$ (69,336.99)
<b>Cooperative Projects</b>				
Eden Prairie Bank Stabilization Area #3	\$ -	\$ -	\$ 3,554.80	\$ 3,554.80
Gully Erosion Contingency Fund	\$ -	\$ -	\$ -	\$ -
USGS Sediment & Flow Monitoring	\$ 19,700.00	\$ 4,947.00	\$ 19,788.00	\$ 88.00
Ravine Stabilization at Seminary Fen in Chaska	\$ -	\$ 110,400.00	\$ 110,400.00	\$ 110,400.00
<b>509 Plan Budget</b>				
<i>Resource Plan Implementation</i>				
TH 101 Shakopee Ravine	\$ -	\$ -	\$ 402.97	\$ 402.97
Assumption Creek Hydrology Restoration	\$ 30,000.00	\$ -	\$ -	\$ (30,000.00)
Carver Creek Restoration	\$ 80,000.00	\$ -	\$ -	\$ (80,000.00)
Groundwater Screening Tool Model	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Eagle Creek (East Branch) Project	\$ 10,000.00	\$ -	\$ -	\$ (10,000.00)
Minnesota River Floodplain Model Feasibility Study	\$ 30,000.00	\$ -	\$ -	\$ (30,000.00)
Schroeder Acres Park Stormwater Mgmt Project	\$ 39,555.00	\$ -	\$ -	\$ (39,555.00)
PLOC Realignment/Wetland Restoration	\$ 71,727.00	\$ -	\$ -	\$ (71,727.00)
Spring Creek Project	\$ 45,000.00	\$ -	\$ 3,496.68	\$ (41,503.32)
West Chaska Creek	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Sustainable Lakes Management Plan (Trout Lakes)	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
Geomorphic Assessments (Trout Streams)	\$ -	\$ -	\$ 88,486.08	\$ 88,486.08
Paleolimnology Study (Floodplain Lakes)	\$ -	\$ -	\$ -	\$ -
Fen Stewardship Program	\$ 25,000.00	\$ -	\$ 45,770.02	\$ 20,770.02
District Boundary Modification	\$ -	\$ -	\$ -	\$ -
East Chaska Creek Bank Stabilization Project	\$ 50,000.00	\$ -	\$ 24,227.40	\$ (25,772.60)
East Chaska Creek Treatment Wetland Project	\$ 50,000.00	\$ -	\$ -	\$ (50,000.00)
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	\$ -	\$ -	\$ 33,874.40	\$ 33,874.40
Local Water Management Plan reviews	\$ 12,000.00	\$ -	\$ 2,410.70	\$ (9,589.30)
Project Reviews	\$ 20,000.00	\$ -	\$ 33,874.40	\$ 13,874.40
<i>Monitoring</i>	\$ 65,000.00	\$ 20.00	\$ 13,840.63	\$ (51,159.37)
<i>Monitoring Data Analysis</i>			\$ -	
<i>Technical Assistance</i>			\$ -	
<i>Watershed Management Plan</i>			\$ -	
Rule Drafting	\$ 25,000.00	\$ 684.00	\$ 23,622.62	\$ (1,377.38)
Plan Amendment	\$ -	\$ -	\$ -	\$ -
Vegetation Management Standard/Plan	\$ 50,000.00	\$ -	\$ 6,456.10	\$ (43,543.90)
<i>Public Education/CAC/Outreach Program</i>	\$ 30,000.00	\$ 4,274.17	\$ 4,533.55	\$ (25,466.45)
<i>Cost Share Program</i>	\$ 20,000.00	\$ -	\$ -	\$ (20,000.00)
				\$ -
<b>Nine Foot Channel</b>				\$ -
Transfer from General Fund	\$ 80,000.00	\$ -	\$ -	\$ (80,000.00)
Dredge Site Improvements	\$ 240,000.00	\$ -	\$ 144,348.74	\$ (95,651.26)
<b>Total:</b>	<b>\$ 1,417,982.00</b>	<b>\$ 136,991.34</b>	<b>\$ 739,750.10</b>	<b>\$ (678,231.90)</b>



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday November 20, 2019

### **Agenda Item**

**Item 4. D. - Receive and File informal comments letter from the city of Eden Prairie**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

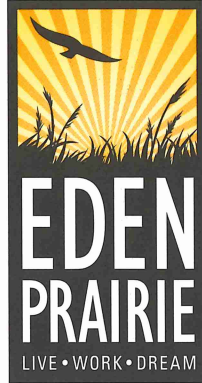
The LMRWD received a letter from the City of Eden Prairie commenting on the draft rules. A copy of the letter is attached. A response has been prepared and sent to the city of Eden Prairie along with the final draft of the rules that have been submitted to BWSR for review and approval.

### **Attachments**

Letter from City of Eden Prairie  
LMRWD response to comments

### **Recommended Action**

Motion to receive and file



September 17, 2019

Lower Minnesota River Watershed District  
Board of Managers  
c/o Ms. Linda Loomis  
6677 Olson Memorial Highway  
Golden Valley, MN 55427

Subject: Proposed Rule-Making

Dear Linda:

Thank you for the opportunity to comment on the Rules proposed by the Lower Minnesota River Watershed District. The municipalities within LMRWD have discussed the proposed rules internally and have determined that there are a number concerns, questions and uncertainties that need further discussion and clarification. We look forward to working with LMRWD to resolve these issues.

The City has reviewed the proposed rules and formulated comments based on our broader review of the proposed LMRWD rules. The comments are as follows:

1. Rule Development

It is unclear why LMRWD is proposing Rules for the Cities in addition to the Watershed Management Plan (WMP) requirements. LMRWD adopted their latest WMP on October 24, 2018 when they do not intend to hire staff to run a permit program as other watershed districts have done. Following this, the city is required to go through a process to develop and submit a Local Water Management Plan (LWMP) to meet the requirements established in the WMP. This process is similar to the other Watershed Districts that we work with and it allows each City to develop criteria and standards that may be unique to their City.

Throughout the WMP development and review process, LMRWD staff stressed willingness to work with the Cities to address these types of community specific issues. During the TAC process, LMRWD indicated the reason for developing Rules would be to allow the District to have the ability to implement the Plan in unincorporated and MNDOT regulated areas.

2. Implementation of WMP Standards

Up until now, LGU responsibilities with respect to LMRWD was to ensure that an Applicant addressed the District's WMP standards when providing their permit application to the City. However, during the May 14, 2019 TAC meeting, the District Attorney (Mr. Kolb) stated that there were additional reasons that the LMRWD was undertaking the step of developing rules. This included giving the District more authority to obtain municipal compliance with their WMP, providing a mechanism to verify that local ordinances comply with the standards of the plan, and providing a mechanism for the District to conduct compliance audits.

OFC 952 949 8300  
FAX 952 949 8390  
TDD 952 949 8399

8080 Mitchell Rd  
Eden Prairie, MN  
55344-4485

[edenprairie.org](http://edenprairie.org)

However, based on our understanding of the process used to develop a LWMP the District already has the authority to ensure that the City requires implementation of the standards as stated in the WMP to permit applicants. The need for an additional layer of regulation through the General Permit process is still not clearly understood.

3. Voluntary Adoption of Permit Authority

The City asks that adoption of all or part of the permit program be voluntary. The ability to keep permitting responsibility with the District or to adopt only those portions of the Rules that fit in the roles Cities traditionally provide for our development or permit review process should be included. Many of us do not have the capabilities, software or number of staff required to implement all of the rule requirements for modeling, inspections, etc.

It is our opinion that due to the number of LGUs and the complexity of issues within the LMRWD that the rules should implemented by the District to ensure consistency in reviewing permit applications. This is similar to what the other Watershed Districts in our City do.

4. Adoption of WMP through City Code

Currently the City provides language in our Land Alteration, Tree Preservation and Stormwater Management Regulations that requires Applicants to follow the standards established in the District's WMP. Our intent will be to update this language once the revised LWMP and NPDES MS4 Permit are completed. Many other cities also use this tool to ensure that Applicants for a permit have reviewed and agree to comply with District standards.

5. Review & Documentation Requirements

The new review and documentation requirements appear to be beyond what is traditionally required for Cities under existing WD rules. There are new and extensive mandates that will require a significant increase in paperwork, inspections, and monitoring. The regulations are so extensive that the expectation that the Cities implement the Rules as written, in our opinion, would be overly burdensome and would require additional staff.

The new requirements within the proposed regulations leave many areas open to interpretation with no mechanism provided to address what happens when there is a difference in interpretation between the Cities and LMRWD.

6. Standards in Relation to Rules

There appear to be some differences between the standards established in the WMP and the proposed Rules. LMRWD should provide a comparison to highlight the differences between the existing standards and the Rules we would potentially be expected to enforce.

7. Existing Rules & Regulations

The Rules as written could require that the Cities modify and adopt ordinances in many different areas, such as stormwater, shoreland and/or floodplain management. The MPCA, DNR or FEMA have approved the existing City ordinances that are currently in effect. We would need to investigate the potential impacts of the proposed Rules with respect to their application to locally adopted ordinances as well as what processes may need to be undertaken

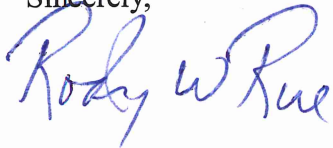
*City of Eden Prairie  
LMRWD Proposed Rules Comments  
Sept. 17, 2019*

to resolve any conflicts or required updates. This process would include review and approval by other agencies for many of these changes. The effort required to go through these processes would likely be time consuming for City staff and beyond the expectations set in the proposed Rules for timelines.

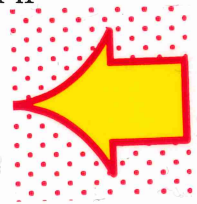
Watershed District Rules have the same effect as state statutes and there is little flexibility once adopted. It is our hope that we can work together as partners during the review process to establish a set of standards that meet the goals provided in your WMP while not being overly burdensome to the Cities.

Thank you for your consideration. Please let us know if you need any additional information or if you have any questions regarding the items provided.

Sincerely,



Rodney Rue, P.E.  
City Engineer





LOWER MINNESOTA RIVER  
WATERSHED DISTRICT

October 31, 2019

Carver  
Vacant

City of Eden Prairie  
Rod Rue, City Engineer  
City of Eden Prairie, Engineering Division  
8080 Mitchell Road  
Eden Prairie, MN 55344

Dakota  
Vacant

RE: Lower Minnesota River Watershed District—Draft Rules Comments

Hennepin

Dear Rod:

David Raby  
Secretary/Treasurer

Thank you and the City of Eden Prairie (City) for your continued involvement in the Lower Minnesota River Watershed District (LMRWD or District) rules development process and your comments on the July 2019 draft rules. Most of the current comments mirror the comments received on the previous draft. Those comments were addressed in a letter dated July 30, 2019, and during the August 13, 2019, technical advisory committee (TAC) meeting.

Adam Frey  
Vice President

Below are responses to new comments with some of the responses referring you back to the July 30 letter to the City from the District. As discussed during the TAC meeting, the development of these rules is required by Minnesota State statute, and as such, we look forward to working with each municipality to address its specific question(s).

Scott

Jesse Hartmann  
President

#### **Response to Comments**

**Comment:** *Rule Development: It is unclear why the LMRWD is proposing Rules for the Cities in addition to the Watershed Management Plan (WMP) requirements. LMRWD adopted their latest WMP on October 24, 2018 when they do not intend to hire staff to run a permit program as other watershed districts have done. Following this, the city is required to go through a process to develop and submit a Local Water Management Plan (LWMP) to meet the requirements established in the WMP. This process is similar to the other Watershed Districts that we work with and it allows each City to develop criteria and standards that may be unique to their City.*

*Throughout the WMP development and review process, LMRWD staff stressed willingness to work with the Cities to address these types of community specific issues. During the TAC process, LMRWD indicated the reason for developing Rules would be to allow the District to have the ability to implement the Plan in unincorporated and MNDOT regulated areas.*

Linda Loomis, Administrator  
Home/Office: (763) 545-4659  
Cell: (763) 568-9522  
email:  
naiadconsulting@gmail.com

112 East 5th Street  
Suite 102  
Chaska, MN 55318

**Response:** As noted in the response letter dated July 30, 2019, the development of these Rules is required to comply with Minnesota Statute 103D.341.

**Comment:** *Implementation of WMP Standards: Up until now, LGU responsibilities with respect to LMRWD was to ensure that an Applicant addressed the District's WMP standards when providing their permit application to the City. However, during the May 14, 2019 TAC meeting, the District Attorney (Mr. Kolb) stated that there were additional reasons that the LMRWD was undertaking the step of developing rules. This included giving the District more authority to obtain municipal compliance with their WMP, providing a mechanism to verify that local ordinances comply with the standards of the plan, and providing a mechanism for the District to conduct compliance audits. However, based on our understanding of the process used to develop a LWMP the District already has the authority to ensure that the City requires implementation of the standards as stated in the WMP to permit applicants. The need for an additional layer of regulation through the General Permit process is still not clearly understood.*

**Response:** See the previous response. These rules, unlike the standards adopted as part of the District's watershed management plan, in addition to being statutorily required, provide the enforcement path for addressing noncompliance with both the municipal permit and District-administered individual permit.

**Comment:** *Voluntary Adoption of Permit Authority: The City asks that adoption of all or part of the permit program be voluntary. The ability to keep permitting responsibility with the District or to adopt only those portions of the Rules that fit in the roles Cities traditionally provide for our development or permit review process should be included. Many of us do not have the capabilities, software or number of staff required to implement all of the rule requirements for modeling, inspections, etc.*

*It is our opinion that due to the number of LGUs and the complexity of issues within the LMRWD that the rules should implemented by the District to ensure consistency in reviewing permit applications. This is similar to what the other Watershed Districts in our City do.*

**Response:** As noted in the response letter dated July 30, 2019, municipalities can opt in or out of implementing all or a part of the draft Rules. If a municipality cannot implement, we simply ask for an explanation. We have attached the draft municipal permit application again for your review.

**Comment:** *Adoption of WMP through City Code: Currently the City provides language in our Land Alteration, Tree Preservation and Stormwater Management Regulations that requires Applicants to follow the standards established in the District's WMP. Our intent will be to update this language once the revised LWMP and NPDES MS4 Permit are completed. Many other cities also use this tool to ensure that Applicants for a permit have reviewed and agree to comply with District standards.*

**Response:** Incorporation by reference or by direct inclusion of the District's Rules in municipal official control is acceptable.

**Comment:** *Review & Documentation Requirements: The new review and documentation requirements appear to be beyond what is traditionally required for Cities under existing WD rules. There are new and extensive mandates that will require a significant increase in paperwork, inspections, and monitoring.*

*The regulations are so extensive that the expectation that the Cities implement the Rules as written, in our opinion, would be overly burdensome and would require additional staff. The new requirements within the proposed regulations leave many areas open to interpretation with no mechanism provided to address what happens when there is a difference in interpretation between the Cities and LMRWD.*

**Response:** See the District's response to this comment in the letter to the City dated July 30, 2019.

**Comment:** *Standards in Relation to Rules: There appear to be some differences between the standards established in the WMP and the proposed Rules. LMRWD should provide a comparison to highlight the differences between the existing standards and the Rules we would potentially be expected to enforce.*

**Response:** See the District's response to this comment in the letter to the City dated July 30, 2019.

**Comment:** *Existing Rules & Regulations: The Rules as written could require that the Cities modify and adopt ordinances in many different areas, such as stormwater, shoreland, and/or floodplain management. The MPCA, DNR or FEMA have approved the existing City ordinances that are currently in effect. We would need to investigate the potential impacts of the proposed Rules with respect to their application to locally adopted ordinances as well as what processes may need to be undertaken to resolve any conflicts or required updates. This process would include review and approval by other agencies for many of these changes. The effort required to go through these processes would likely be time consuming for City staff beyond the expectations set in the proposed Rules for timelines.*

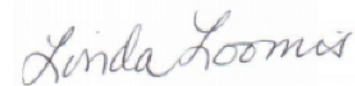
**Response:** See the District's response to this comment in the letter to the City dated July 30, 2019.

**Comment:** *Watershed District Rules have the same effect as state statutes and there is little flexibility once adopted. It is our hope that we can work together as partners during the review process to establish a set of standards that meet the goals provided in your WMP while not being overly burdensome to the Cities.*

**Response:** See the District's response to this comment in the letter to the City dated July 30, 2019.

Thank you for reviewing the draft rules and providing comments. There were several recurring themes and questions; if the comments persist, I invite you to schedule a meeting with me, our technical consultant, and our attorney to clarify outstanding items by contacting me at 763.545.4659 or [naiadconsulting@gmail.com](mailto:naiadconsulting@gmail.com) with any questions or concerns.

Sincerely,



Linda Loomis, Administrator  
LL/ss/dnsy





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### **Agenda Item**

**Item 4. E. - Notice of multi-year engagement with Redpath and Company for Financial Audit Services**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

Redpath and Company is required to notify clients that have entered into multi-year contracts for audit services every year that the contract is in effect. Redpath called as required, so staff is advising the Board that notice was received as required.

The agreement between the LMRWD and Redpath is attached for the Board's information.

### **Attachments**

Agreement for financial services between LMRWD and Redpath and Company

### **Recommended Action**

No recommended action



July 16, 2018

Linda Loomis  
District Administrator  
Lower Minnesota River Watershed District  
6677 Olson Memorial Hwy  
Golden Valley, MN 55427

We are pleased to confirm our understanding of the services we are to provide the Lower Minnesota River Watershed District for the years ended December 31, 2018, 2019 and 2020. The scope of services includes the following:

- We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Lower Minnesota River Watershed District as of and for the years ended December 31, 2018, 2019 and 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as budgetary comparison schedules, to supplement the Lower Minnesota River Watershed District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Lower Minnesota River Watershed District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:
  - Budgetary Comparison Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies Lower Minnesota River Watershed District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Individual fund financial statements
- Supplementary financial information section

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Other information section
  
- Preparation, copying and binding of the Annual Financial Report.
- State of Minnesota Legal Compliance Audit
- Preparation of Special District Reporting Form
- Optional assistance with preparation of property tax workpapers

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the minimum procedures for auditors as prescribed by MS 6.65, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Lower Minnesota River Watershed District's financial statements. Our report will be addressed to the Honorable Managers of the Lower Minnesota River Watershed District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If,

for any reason, we are unable to complete the audit, or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control.

Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Lower Minnesota River Watershed District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

The Minnesota Legal Compliance Audit Guide for Local Government requires that we test whether the auditee has complied with certain provisions of Minnesota Statutes. Our audit will include such test of the accounting records and other procedures as we consider necessary in the circumstances.

### **Other Services**

We will also assist in preparing the financial statements of Lower Minnesota River Watershed District in conformity with U.S. generally accepted accounting principles and prepare the Special District Reporting Form and property tax workpapers based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services, Special District Reporting Form and property tax workpaper preparation services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that would be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing and maintaining effective internal controls, relevant to the preparation and fair presentation of financial statement that are free from material misstatements, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reason for the changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Engagement Administration, Fees and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

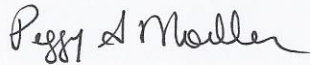
We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Unless additional work is requested, or circumstances require additional work, we agree that our estimated basic audit fee for these services, including expenses (such as report reproduction, postage, etc.), will be \$11,720 for 2018, \$12,080 for 2019 and \$12,450 for 2020. Courier and confirmation fees are not included in the basic audit fee. The fee for assistance with preparation of property tax workpapers is estimated to be \$2,200 for 2018, \$2,255 for 2019 and \$2,315 for 2020. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel, accurate and timely completion of workpapers per the client to prepare list by your personnel, and the assumption that unexpected circumstances will not be encountered during the audit. Additional audit procedures may be required for certain accounting issues or events, new contractual agreements, new accounting and auditing standards, such as legal requirements for new bond issues, new funds, new capital projects, if there is an indication of misappropriation or misuse of public funds, or difficulties encountered due to lack of accounting records, incomplete records, inaccurate records or turnover in the District's staff. If significant additional time is necessary due to a change in scopes of services or delays in receiving audit information requests, we will discuss it with you and arrive at a new fee estimate.

We appreciate the opportunity to be of service to the Lower Minnesota River Watershed District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

REDPATH AND COMPANY, LTD.



Peggy A. Moeller, CPA

PAM:ajf

**Response**

This letter correctly sets forth the understanding of the Lower Minnesota River Watershed District:

Management signature:

Governance (Board) signature:

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

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

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

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

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

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

**Nonaudit Services**

The employee(s) assigned to oversee the nonaudit services is the District Administrator unless indicated below:

Employee (name and title): \_\_\_\_\_





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### **Agenda Item**

#### **Item 4. F. - Authorize execution of Dredge Management Grant Agreement**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

The Board of Water and Soil Resources has prepared the agreement for the funding provided by the State of Minnesota for dredge management. The agreement is attached. The Board should authorize execution of the agreement.

### **Attachments**

FY 2020 State of Minnesota Board of Water and Soil Resources Lower Minnesota River Dredge Management Grant Agreement

### **Recommended Action**

Motion to authorize Board President to execute the Grant Agreement

**FY 2020 STATE OF MINNESOTA  
 BOARD OF WATER and SOIL RESOURCES  
 LOWER MINNESOTA RIVER DREDGE MANAGEMENT  
 GRANT AGREEMENT**

<b>Vendor:</b>	0000201935	<b>VN#:</b>	
<b>PO#:</b>	3000011273	<b>Date Paid:</b>	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Lower Minnesota River WD, 10901 Riverview Road Eden Prairie Minnesota 55347** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
P20-7873	2020 - Lower MN River Dredge Management (Lower Minnesota River WD)	\$240,000

**Total Grant Awarded: \$240,000**

**Recitals**

1. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 4, Section 4(j), appropriated funds to the Board for the FY 2020 Lower Minnesota River Dredge Management Grant to the Lower Minnesota River Watershed District.
2. The Board adopted Board Order #19-46 to authorize and allocate funds for the FY 2020 Lower Minnesota River Dredge Management Grant.
3. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
5. The Grantee agrees to expend any required non-state match.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State’s Authorized Representative is Steve Christopher, Board Conservationist, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-296-2633, or his/her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

**TITLE Administrator: Naiad Consulting, Linda Loomis**  
**ADDRESS 112 East 5<sup>th</sup> Street, Suite #102**  
**CITY Chaska, MN 55318**  
**TELEPHONE NUMBER 763-545-4659**

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantees must immediately notify the Board.

**Grant Agreement**

**1. Terms of the Grant Agreement.**

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2021**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue; 13. Data Disclosure; and 16. Intellectual Property Rights.

2. **Grantee's Duties.**

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **General:** The Grantee will provide administration and necessary support for the operations of the Lower Minnesota River Watershed District and the implementation of its business plan.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
  - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1 of each year on the status of the Grantees' grant activities and expenditures. The Grantee will also provide an annual activity and expenditure report on their website. Information provided must conform to the requirements and formats set by the Board.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. All grant funds will be distributed in one installment promptly after the execution of the Grant Agreement.
- 4.2. All costs must be incurred within the grant period and all incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.
- 6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the

State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

**9. Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

**10. Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**11. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State of federal court with competent jurisdiction in Ramsey County, Minnesota.

**12. Termination.**

12.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

12.2. The State may immediately terminate this grant contract in the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**13. Data Disclosure.**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

**14. Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

**15. Municipal Contracting Law.**

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

**16. Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs,

negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

*IN WITNESS WHEREOF*, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

**Approved:**

**Lower Minnesota River WD**

**Board of Water and Soil Resources**

By: Jesse Hartmann  
*(print)*

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

\_\_\_\_\_  
*(signature)*

Title: President

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

Date: October 16, 2019

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



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### **Agenda Item**

#### **Item 4. G. - Addendum to Recording Secretary Service Agreement**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

TimeSaver Off Site Secretarial Services has provided an Addendum to the Recording Secretary Service agreement with its rates for 2020. Time Saver prepares meeting minutes for the LMRWD based on an audio recording of the meeting. The 2020 rate reflects an increase of less than 2.5% and simplifies the cost of the first hour.

### **Attachments**

Addendum to Recording Secretary Service Agreement, dated December 31, 2019

### **Recommended Action**

Motion to authorize Administration to execute Addendum to Recording Secretary Service Agreement dated December 31, 2019.

# *TimeSaver Off Site Secretarial, Inc.*

---

November 4, 2019

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

Dear Linda,

Enclosed is an Addendum to the Recording Secretary Service Agreement that extends the expiration date to December 31, 2020. The rates reflect an increase of less than 2.5%. You'll notice the wording in Paragraph 2b, Unit Rate, has been simplified to clearly state the cost of the first hour (1 hour + .5 hour).

We appreciate the confidence you have placed in TimeSaver to handle your meeting minute needs and look forward to continuing that relationship in 2020.

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

Best regards,



Carla Wirth  
Owner

Enclosure: Recording Secretary Service Agreement  
Return envelope

**ADDENDUM TO  
RECORDING SECRETARY SERVICE AGREEMENT**

**Dated: December 31, 2019**

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

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2018, shall be extended under the same terms and conditions to December 31, 2020.
2. TOSS CHARGES: TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
  - a. Base Rate: One Hundred Forty-Eight and 00/100 dollars (\$148.00) for any meeting up to one (1) hour (billable time) plus Thirty-Five and 50/100 dollars (\$35.50) for each thirty (30) minutes following the first one (1) hour; ~~or~~
  - b. Unit Rate: Forty-Seven and 25/00 dollars (\$47.25) for the first hour of meeting time and Thirty-One and 50/100 dollars (\$31.50) for every hour after the first hour plus Fourteen and 25/100 dollars (\$14.25) for each page of draft minutes for submission to the Lower Minnesota River Watershed District for their preparation of final minutes.

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

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

January \_\_, 2020

LOWER MINNESOTA RIVER WATERSHED DISTRICT

By

\_\_\_\_\_  
Linda Loomis

Its Administrator

November 4, 2019

TIMESAVER OFF SITE SECRETARIAL, INC.

By

Carla Wirth  
Carla Wirth

Its President & CEO





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### **Agenda Item**

**Item 4. H. - Receive and file letter from BWSR dated September 27, 2019**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

The LMRWD received a formal response from BWSR regarding the decision not to fund the second half of the 2013 CWF for the Seminary Fen ravine stabilization. The Board should receive and file the letter.

### **Attachments**

Letter from BWSR dated September 27, 2019

### **Recommended Action**

Motion to receive and file letter from BWSR

September 27, 2019

Jesse Hartmann – President  
Lower Minnesota River Watershed District  
112 E. 5<sup>th</sup> Street, #102  
Chaska, MN 55318

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

Dear Mr. Hartmann and Ms. Loomis:

This letter is a follow up to your letter dated July 9, 2019 and your telephone call on August 16, 2019 with Kevin Bigalke, Assistant Director for Regional Operations regarding to the Fiscal Year 2013 (FY13) Clean Water Assistance Grant for Bluff Stabilization at the Seminary Fen.

This FY13 grant was originally issued with an expiration date of December 31, 2015. Lower Minnesota River Watershed District (District) staff worked with BWSR staff to amend the grant to extend the expiration date of the grant to June 30, 2016 due to weather conditions limiting site access delaying construction.

As was communicated to you in a letter dated June 30, 2019, the final payments on the grant were not paid and the grant was closed out. The reasons for this decision are due to the lack of annual reporting and the fact that the grant, as clearly stated on the Grant Agreement Amendment, expired on June 30, 2016. The final progress report was not completed until June 22, 2018. The grant agreement states that the grantee will submit a final progress report to the Board of Water and Soil Resources (Board) by July 31, 2016 or within 30 days of completion of the project, whichever occurs sooner. This final report was submitted well past the expiration date of the grant amendment.

While communication over the course of this grant could have been better via more regular messages, Board staff did communicate through an e-mail on May 12, 2016 requesting a progress report on the grant with no response. Additionally, Board staff had periodic telephone calls and in-person conversations at District board meetings over the course of the grant period discussing the status of the grant.

The Board recognizes the value of the Seminary Fen Project however, because the annual reporting and other the requirements of the grant agreement were not met, the Board was not able to make the final payment.

The Lower Minnesota River Watershed District currently has other active grants from the Board of Water and Soil Resources and we are committed to working with you to avoid this from happening again.

Sincerely,



John Jaschke  
Executive Director

c: Kevin Bigalke, BWSR  
Steve Christopher, BWSR



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### **Agenda Item**

#### **Item 4. I. - Approval of 2020 Cost Share and Water Quality Restoration Program**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

The proposed LMRWD Cost Share program for 2020 is attached. The 2020 program is identical to the 2019 program. The LMRWD program is similar to adjacent watershed districts; most of them did not change their programs significantly. I didn't prepare a matrix comparing programs this year.

The 2020 Budget included \$20,000 for this program.

### **Attachments**

2020 Cost Share and Water Quality Restoration Program

2020 Cost Share and Water Quality Restoration Program Application

2020 Cost Share and Water Quality Restoration Program Cost Estimate Work Sheet

### **Recommended Action**

Motion to approve LMRWD 2020 Cost Share and Water Quality Restoration Program

# Lower Minnesota River Watershed District

## 2020 Cost Share Incentive and Water Quality Restoration Program

### Overview

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The Lower Minnesota River Watershed District ("LMRWD") values and supports efforts made by residents to help achieve the goals of the LMRWD. Through the Cost Share Incentive and Water Quality Restoration Program (the "Program"), the LMRWD hopes to engage citizens in community actions that protect local lakes, rivers, streams, wetlands and fens.

This Program implements Policy 2.2 of the LMRWD's Fourth Generation Watershed Management Plan (the "Plan"), which is to prevent further degradation of water quality and Strategy 2.2.3 which is to provide educational, technical and financial assistance to landowners; to implement projects that have water quality, water quantity, channel maintenance, trout stream, fen or wetland restoration or aquatic habitat benefit within the LMRWD; and to help achieve the goals of the Plan.

### Purpose

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Cost Share provides funding assistance to public or private landowners within the LMRWD to carry out projects that support one or more of the following goals:

1. Improve, protect or restore water quality of lakes, rivers, streams, wetlands or fens.
2. Increase the capacity of the watershed to store water.
3. Reduce bluff, streambank, or main stem erosion.
4. Protect or restore groundwater resources.
5. Enhance navigation on the Minnesota River, excluding dredging projects.
6. Reduce the impact of invasive species on lakes, streams, rivers, wetlands or fens.
7. Preserve, protect or restore native plant and wildlife habitats with emphasis on lakes, streams, rivers, wetlands and fens.
8. Provide public education benefits and engage the public in stewardship.

### Available Funds

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The LMRWD has allocated \$20,000 for the Program in 2020. The minimum grant amount is \$500. The maximum levels of cost share funding are: \$2,500 or 50% of the cost of the project, whichever is less, per single family residential project, \$7,500 per neighborhood, townhome, condominium or lake association project, and \$20,000 per commercial/industrial or municipal project. The Board of Managers reserves the right to consider and award funding exceeding the stated maximums on a case by case basis. Cost share dollars are reimbursed upon submittal of a project report and paid receipts. Grant recipients are eligible to apply for one cost share grant per year.

### Eligibility Within LMRWD

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- Residents
- Non-profit and religious organizations
- Local government units
- Public and private schools
- Businesses and corporations

## *Additional Eligibility Requirements*

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- Project must be located within the LMRWD.
- Funding will not be awarded for work required as part of a permit requirement.
- Funding may be awarded toward the incremental cost of Best Management Practices (BMPs) that will provide water-quality treatment beyond permit requirements.

## *Eligible Expenses*

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Applications must be submitted to and approved by the Board of Managers of the LMRWD before the project begins. Projects that are completed or in progress, prior to application, are not eligible for funding. If the final project costs are less than the amount approved for funding, the LMRWD's contribution will be limited to the percentage of total cost stated in the funding agreement. It is the primary intent of the program to reimburse for the design and implementation of the project. Aesthetic elements and other costs not directly related to the construction or implementation of the project will not be reimbursed. Labor and other in-kind contributions can be used for the required 50% match. Labor may be credited at \$12.00 per hour. In-kind labor costs cannot exceed the cost of material of the project. Eligible BMPs could include:

- Buffer strips
- Rain gardens
- Shoreline, streambank, or riverbank restoration
- Pervious pavers and porous concrete or asphalt
- Unique solutions for soil erosion and sediment control practices
- Native habitat restoration with priority given to waterways, lakes, buffers and ponds
- Volume reduction and runoff treatment practices (Infiltration basins & trenches, cisterns, green roofs & bio-filtration systems)
- Other innovative stormwater runoff treatment or volume reduction management practices

Eligible studies/investigations could include:

- Water quality management and restoration
- Water quantity management and restoration
- Groundwater management and restoration
- Unique resource (fen, trout stream) management and restoration
- BMP feasibility and restoration

## *Application Submittal and Approval*

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The LMRWD will accept new applications until April 15, 2020. If funds remain, applications will continue to be accepted until all funds are used. Applications can be downloaded from the LMRWD website. Completed applications can be submitted via e-mail or US mail and must include all information requested.

Applications will be reviewed by a selection committee consisting of the Administrator and one or more Managers of the LMRWD, which will make funding recommendations to the full Board of Managers.

Once available funding has been consumed, applications will no longer be reviewed and applicants will be informed of the situation. Applicants are required to submit a grant application that includes the following:

1. Signed and dated application form
2. Narrative of proposed project
3. Location map
4. Record of property ownership
5. Construction/installation site plan, designs and specifications
6. Estimate of water captured and pollution removed (if applicable)
7. Itemized budget
8. Contractor bid (if using)
9. Plant list (if applicable)
10. Accounting of in-kind contribution of labor and materials, if any

Applications can be sent via e-mail to: naiadconsulting@gmail.com

Applications can be sent via US Mail to: Linda Loomis  
Lower Minnesota River Watershed District  
112 E. 5th Street #102  
Chaska, MN 55318

### *Funding Agreement*

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Each applicant selected is required to enter into a Cost Share Grant and Maintenance Agreement with the LMRWD defining the obligations of the applicant and the LMRWD. The amendment of any terms of the agreement will be by mutual written agreement signed by all parties to the original agreement.

The agreement includes, but is not limited to, such items as promoting and acknowledging LMRWD sponsorship, reporting, payment schedule, terms of the agreement and use of funds, cost overruns and cancellation. The agreement also allows the LMRWD access to the project area for evaluation and promotion of the project. The applicant is responsible for securing all permits necessary for the work.

For projects receiving \$10,000 or more, the LMRWD may require an agreement for maintenance of the project up to ten (10) years.

### *Conformance to Plans*

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The LMRWD will not reimburse costs expended for construction of a project that does not substantially conform to the approved plans, designs and/or specifications. The LMRWD will not reimburse costs expended for partial completion of a BMP. However, LMRWD staff will work in earnest with applicants to address unexpected conditions, changes in conditions or other eventualities that affect the construction or implementation of a BMP. If necessary a modification of the cost-share agreement will be presented to the Board of Managers for approval. The applicant must provide documentation to support the modification. Early communication with LMRWD staff is advised.

### *Submitted Information*

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All information, including, but not limited to applications, conceptual designs, contractor bids, cost estimates, final designs and specifications, copies of permits and proof of expenditures is subject to disclosure to the public when submitted to the LMRWD, except where specifically protected as non-public by state law.

### *Reporting Requirements*

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Within 30 days of completion of the project, the grant recipient must complete and submit a project summary report to the LMRWD using the work plan, timeline and budget submitted as part of the application. Grantees will be required to include original receipts of the expenses, digital or hard copy photos of events, and electronic copies of all education materials produced.

### *Maintenance Requirements*

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Maintenance of the project is the responsibility of the grant recipient. Cost share recipients must commit to maintain their project for the duration of its "expected effective life" (see table below). The LMRWD encourages landowners to maintain projects in perpetuity; but the effective life period listed below is the minimum number of years that the LMRWD requires the grant recipient to maintain a project. The LMRWD will not provide cost share funding for restoration of a project, the loss of functionality of which, in the opinion of the LMRWD, was caused by the recipient or present landowner.

<b>BMP</b>	<b>Effective life (years)</b>
<b>Wetland restoration</b>	10
<b>Filter strip/buffer (vegetative)<sup>1</sup></b>	5
<b>Rain garden</b>	5
<b>Shoreline/streambank stabilization (vegetative)</b>	5
<b>Pervious hard surfaces (pavers, concrete, asphalt)</b>	10
<b>Infiltration basins (above and below ground)</b>	10

<sup>1</sup>Only the minimum required upland buffer width is eligible for funding

### *For More information*

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You can contact the Lower Minnesota River Watershed District with questions by e-mail to the LMRWD Administrator Linda Loomis at [naiadconsulting@gmail.com](mailto:naiadconsulting@gmail.com) or by telephone at 763-545-4659.



## Evaluation Criteria

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The selection committee will determine the eligibility of an application based upon an established set of criteria using a scaled point system. Criteria considered include: Project Type, Project Location, Water Quality Improvement, Erosion Control, Commercial and Recreational Navigation, Public Outreach. An application must score at least 30 points to be considered eligible for the Cost Share Program.

Please keep the following in mind when developing your project and filling out your application:

### **Project Type**

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What type of project?	<b>BMP (10 pts.):</b>	<b>Study/investigation</b>	<b>(5 pts.)</b>
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### **Project Location**

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1. Is the project tributary to an MPCA-listed impaired water (excluding mercury), trout stream or fen?  
**YES, direct connection (10 pts.):**      **YES, within subwatershed (5 pts.):**      **NO (0 pts.)**
2. If NO, is the project tributary to a lake, stream, ditch, fen, or DNR-Protected Water Wetland?  
**YES, direct connection (10 pts.):**      **YES, within subwatershed (5 pts.):**      **NO (0 pts.)**

### **Water Quality Improvement**

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Improves and protects water quality through BMP implementation or potentially improves and protects water quality through investigation.      **Score 0 – 10**

#### ***Unique Resources Protection and Improvement***

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Implements controls intended for protection of and/or improvements to fish and wildlife habitat and/or outdoor recreational opportunities of the LMRWD's Unique Resources, or for studies thereof.      **Score 0 – 10**

#### ***Surface Water Rate and Volume Control***

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Implements controls intended for reduction and/or minimization of the rate and volume of water that drains off the property/study area; or studies thereof.      **Score 0 – 10**

### **Erosion Control**

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Implements controls intended for minimization of erosion and/or sedimentation to downstream waters; or studies thereof.      **Score 0 – 10**

### **Commercial and Recreational Navigation**

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Project or study enhances navigation on the Minnesota River.	<b>Score 0 – 10</b>
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### **Public Outreach**

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Based upon willingness of applicant to allow signage, tours and public site visits; public visibility of the site; diversity of practices; potential educational opportunities.      **Score 0 – 10**



**Application type (check one)**  Homeowner  Non-profit - 501(c)(3)  School  
 Business or corporation  Public agency or local government unit

**Project type (check all that apply)**  Raingarden  Vegetated Swale  Infiltration Basin  
 Wetland restoration  Lake/creek/wetland buffer  Conservation practice  
 Shoreline/bank stabilization  Pervious hard surface  
 Other \_\_\_\_\_

### Applicant Information

Name of Organization or Individual Applying for Grant (to be named as Grantee):

\_\_\_\_\_

Address (street, city and ZIP code):

\_\_\_\_\_

Phone: \_\_\_\_\_ Email address: \_\_\_\_\_

### Primary Contact (if different from above)

Name of Organization or Individual Applying for Grant (to be named as Grantee):

\_\_\_\_\_

Address (street, city and ZIP code):

\_\_\_\_\_

Phone: \_\_\_\_\_ Email address: \_\_\_\_\_

### Project location

Address (street, city and ZIP code):

\_\_\_\_\_

Property Identification Number (PID)

\_\_\_\_\_

Property Owners:

\_\_\_\_\_

### Project Summary

Title \_\_\_\_\_

Total Project Cost \_\_\_\_\_ Grant amount requested \_\_\_\_\_

Estimated start date \_\_\_\_\_ Estimated completion date \_\_\_\_\_

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

Project description:

Is this work required as part of a permit?    \_\_\_ No    \_\_\_ Yes

(If yes; describe how the project provides water quality treatment beyond permit requirement on a separate page.)

## Project Details

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

- |                                       |   |
|---------------------------------------|---|
| ___ location map                      | ___ project timeline  |
| ___ site plan & design schematic      | ___ proof of property ownership                             |
| ___ itemized budget or contractor bid | ___ plant list & planting plan (if project includes plants) |

## Description

Describe the current site conditions, as well as site history, and past management

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

List other key participants and their roles (provide contact information for each partner and his/her expected contribution to the project)

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

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

How does the project support the goals you checked?

## Project Details (continued)

**Benefits** Estimate the project benefits in terms of restoration and/or **annual** pollution reduction. If you are working with a designer or contractor, they can provide these numbers. If you need help contact the district Administrator.

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

How will you share the project results with your community?

Are there other projects that could be initiated as a result of this one?

## Evaluation

How will the project be monitored and evaluated?

## Maintenance agreement

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

## Authorization

Name of landowner or responsible party \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

Mail the completed application to:

or Email to:

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

**Linda Loomis, Administrator**  
**[naiadconsulting@gmail.com](mailto:naiadconsulting@gmail.com)**

2020 Cost Share Worksheet

Labor Costs (Contractors, Consultants, In-Kind Labor)

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

Project Materials

Material description	Unit Cost	Total # of Units	Requested funds from LMRWD	Matching/In-Kind Funds	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total:</b>			\$ -	\$ -	\$ -

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

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



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### **Agenda Item**

#### **Item 5. A. - Set 2020 meeting schedule**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

Since it is customary for the LMRWD to meet early in January before Manager Raby leaves town for the winter, I thought it would be appropriate to set the 2020 meeting schedule now. The Board should at least discuss and set the January meeting date. I am not sure the system for Manager Raby to participate remotely will be ready by the January meeting. Additionally, I will be out of the country until January 8th.

The regular meeting dates would be:

January 15, 2020; February 19, 2020; March 18, 2020; April 15, 2020; May 20 2020; June 17, 2020; July 15, 2020; August 19, 2020; September 16, 2020; October 21, 2020; November 18, 2020; and December 16, 2020.

March 18 is MAWD Day at the Capitol; however MAWD is not planning an evening reception. Meeting with legislators will happen at Breakfast, which will be held at the Capitol, Thursday morning. Managers should check their scheduled to see if there are any known conflicts.

### **Attachments**

No attachments

### **Recommended Action**

Motion to set meeting schedule as determined by the Board



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday November 20, 2019

### **Agenda Item**

#### **Item 5. B. LMRWD Data Management**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

Della and I have been looking to move LMRWD records to the cloud for storage. This would benefit the District in that access to the records can be shared with consultants working for the District. LMRWD records are currently stored in one of two formats; hard copies in the LMRWD office in Chaska or digitally on the LMRWD laptop computer. The laptop is backed up weekly on to a separate hard drive.

Attached is a proposal from DRB Consulting, LLC to help make all records digital and then stored in the cloud which can be accessed by all consultants for the LMRWD. Access can also be given to Managers if the Board determines that would be of benefit.

We have also attached information about the consultant Deb Brisk, principal at DRB Consulting, LLC.

### **Attachments**

Proposal for data management assistance from DRB Consulting, LLC  
DRB Consulting, LLC overview

### **Recommended Action**

Motion to accept proposal and authorize staff to begin upgrading LMRWD data management/storage

October 31, 2019

**Linda Loomis**

12 5th Str. E. Suite 102  
Chaska, MN 55318

DRB Consulting provides to you and your team a proposal to support analysis and an evaluation of options to support document management for the Lower Minnesota River Watershed District.

**BACKGROUND:** The Lower Minnesota River Watershed District (District) produces, receives, maintains and retains a number of documents. These documents are placed in various places, including network drives and physically stored in offices as hard copies. Based on the organizational structure, board member agencies also have documents related to the District. Publicly available documents (plans, board minutes) are available and accessed via <http://lowermnriverwd.org/>. All other documents retained by the District are stored at the District as paper or digital formats. These latter documents are reviewed, created and / or modified by District staff, vendors and other stakeholders while in progress of review and comment and ultimately retained for reference.

**CHALLENGE / OPPORTUNITY:** Documents stored at the District have limited accessibility. Paper documents require travel to the District office and requires staff time to copy or scan. Access to digital documents requires the administrator to locate and produce a copy (paper or electronic) of the requested document to the requestor.

**OPPORTUNITY / SOLUTION:** The DRB team will facilitate an assessment with the District to provide a solution that will provide a single electronic repository. The repository will be phased and implemented based on the District's recommended prioritization of documents. This proposal is to provide facilitation and knowledge of options to address the goal of maintaining the integrity of the District's documents and providing ease of searching and access of the documents to stakeholders.

**OUTCOMES INCLUDE:**

- Analysis and documentation of the types of documents and identifying District meta data (Searchable terms)
- Identifying optional systems and providing recommendation to the District on the pros / cons of systems to support document management.
- Implementation of document management software
- District will have a host site that is accessible and searchable for documents
- District staff will receive training and documentation to support the system (a system that is useable and functional for the District)

**APPROACH:**

The following tasks illustrate the approach to meet the outcomes.

**Task 1** - Determine and validate the current document and anticipated growth factor for documents (current storage capacity and future capacity) (6 hours)

*\* Dependent on document volume*

*\*\* Because of the non-sensitive nature of documents, several low-cost solutions for document management software are available. In addition to Google and Microsoft, open source options exist.*



The beginning of Task 1 is to have an understanding of the paper and electronic documents that the District has. The hours listed are dependent on the number and types of documents.

**Task 2** – Identify document types, categories, tags (meta data) (30 hours) \*

Receive affirmation from the District on the document types, categories and tagging terms (meta data).

**Task 3** - Identify stakeholders and access (4 hours)

Receive affirmation on accessibility and number of stakeholders / partners / individuals who will use the system.

**Task 4** - Host and software research, prepare options and recommendation. \*\* (32 hours)

Provide to District options and pros / cons of the options. District responds with a recommendation.

**Task 5** - Technology Implementation (20 hours)

Provide support to the implementation of the recommended and approved technology for deployment to the District.

**Task 6** – Training and user documentation (22 hours)

**Task 7** - Project Management Task – includes oversight and monthly invoicing. (5 hours)

---

## ASSUMPTIONS

- Documents do not contain confidential or sensitive information
- Solution does not provide functionality to create or modify documents
- All documents are in nonproprietary formats
- Solution will support .pdf and Microsoft office generated documents
- ***Solution does not contain cost of document management system, hosting, imaging or uploading of the documents into the system***

Thank you for the opportunity to provide this proposal to you.

*Debra R. Brisk*

Debra R. Brisk, P.E.

*\* Dependent on document volume*

*\*\* Because of the non-sensitive nature of documents, several low-cost solutions for document management software are available. In addition to Google and Microsoft, open source options exist.*

DRB CONSULTING, LLC

Watershed District Proposal (document & data management)

October 31, 2019

TASK / ACTION	DESCRIPTION	Debra Brisk, P.E. (Project Sponsor)	Sandy Hvizdos (Analyst)	Mariah Helgeson (Administrative Support)	TOTAL HOURS	ASSUMPTIONS
<b>TASK 1</b>	<b>Host requirements</b>					
	Determine and validate the current document and storage growth factor and space requirements – short - long term storage needs	0	6	0	6	
<b>Task 1 Subtotal</b>		0	6	0	6	
<b>TASK 2</b>	<b>Meta data</b>					
	Identify document types, categories, tags and indices	0	30	0	30	Dependent on document volume
<b>Task 2 Subtotal</b>		0	30	0	30	
<b>Task 3</b>	<b>Access definitions</b>					
	Identify stakeholders and access	0	4	0	4	
<b>Task 3 Subtotal</b>		0	4	0	4	
<b>Task 4</b>	<b>Recommendations / Report</b>					
	Host and software research, prepare options and recommendation	2	20	10	32	
<b>Task 4 Subtotal</b>		2	20	10	32	
<b>Task 5</b>	<b>Implementation</b>					
	Implement technology	0	20	0	20	
<b>Task 5 Subtotal</b>		0	20	0	20	
<b>Task 6</b>	<b>Training and Documentation</b>					
	Training and user documentation	2	10	10	22	
<b>Task 6 Subtotal</b>		2	10	10	22	
<b>Task 7</b>	<b>Project Management</b>					
	Oversite and invoicing	5	0	0	5	
<b>Task 7 Subtotal</b>		5	0	0	5	
	<b>TOTAL HOURS</b>	9	90	20	119	
	Hourly rates are loaded with base rate, estimated OH rates and 10% profit.					
	Hourly Rates	\$156.00	\$140.00	\$45.00		
	Total Cost	\$1,404.00	\$12,600.00	\$900.00	\$14,904.00	
	<b>Expenses</b>					
	Mileage - estimated		200.00	\$0.59	\$117.00	
	Parking				\$25.00	
	Printing / Misc.				\$100.00	
					\$242.00	
	Total Expenses				\$242.00	
	<b>TOTAL</b>				\$15,146.00	
	I certify that this cost estimate is that of DRB CONSULTING, LLC					
	Debra R. Brisk	<i>Debra R. Brisk, P.E. On Behalf of DRB CONSULTING</i>				

Date

October 31 2019

# DRB CONSULTING, LLC

CERTIFIED DBE (STATE OF MINNESOTA & ARIZONA)

## Providing

Project, Program Management  
Project Outreach & Engagement  
Project Controls & Documentation  
Project Monitoring & Reporting  
Technical Review and Process Improvement

Partnering Facilitation  
Strategic Planning & Business D  
Project Delivery (concept to operations)  
Project Quality Control Management  
Agency Compliance & Monitoring



DEBRA R. BRISK, P.E.  
(AZ. & MN.)

*Bachelor of Science, Civil  
Engineering.*

*Masters of Arts, Organizational  
Management*

*Certified Facilitator, Mediator  
(AZ)*

*Value Methodology Associate  
(SAVE, International)*

*Trained and experienced  
Project Manager*

*Leadership—Professional*

1302 Bellavista Drive  
Buffalo, MN. 55313

763 257 7872

deb.brisk@outlook.com

Over 35 years of public and private transportation experience including civil engineering, project and program management.

Collaborate and coordinate multi-modal transportation projects from concept thru environmental documentation, design, construction and operations.

Provide public works leadership to technical teams including transit, roads, bridges, economic development, waste management and environmental stewardship. Implement policies, plans and strategies embracing the various technical areas for common good of the agency and / or firm.

Apply various revenue sources to successfully deliver project and programs including federal, state, local and private funding.

Utilize reporting tools and metrics to illustrate regulatory, fiscal and quality management for programs, projects and services.

Implement strategies to support public and stakeholder engagement and outreach for various phases within a project.

Embrace a partnership with stakeholders (public and private) to meet mutually agreed upon goals and objectives including safety, profit and communication.

Support environmental stewardship and compliance.

Facilitate complex project resolutions and conflict management.

Advocate and utilize the principles of partnering and context sensitive solutions to strengthen team building, issue resolution and proactive communication.

# DRB CONSULTING, LLC

CERTIFIED DBE (STATE OF MINNESOTA & ARIZONA)

## Providing

Project, Program Management  
Project Outreach & Engagement  
Development Project Controls  
Project Monitoring & Reporting  
Technical Review and Process Improvement

Partnering Facilitation  
Strategic Planning & Business  
Project Delivery (concept to operations)  
Project Quality Control Management  
Agency Compliance & Monitoring



DEBRA R. BRISK, P.E.  
(AZ. & MN.)

*Certified DBE—Minnesota and  
Arizona*

*TMP—City of Minneapolis*

*CERT—Saint Paul*

*TGB—State of Minnesota*

**National Research Board—  
Transportation  
Alternative Delivery—AFH15  
Construction Management—  
AFH 10, former chair and  
current Member of Committee**

### **President**—DRB Consulting, LLC

- Local Agency program management, procurement development, contract services for targeted providers, monitoring and reporting.
- State Agency—Statewide program management—Transit agency strategic planning (capital and operational).
- Local Agencies, Supporting agencies for environmental documentation, compliance and monitoring.

### **Executive Leadership**

- Local Agency, Assistant County Administrator—public works supporting multiple programs including all modes of transportation, environmental stewardship and community development.
- State Agency, Deputy Director / Commissioner, District Engineer—providing supportive services to agency including program, project management, controls and reporting, agency outreach and engagement and strategic development for capital, operational and resource (human, natural and environmental) management.
- External and internal facilitation and partnership builder, aligning with agency relationships and outcomes.
- Advanced Agency policies and directives to deliver projects and programs, over \$2B including transit, roads and bridges, economic development.

### **Construction Management** —State and Local Agency

- Contract manager for projects varying in value, type and environment, monitoring compliance, project documentation bid documents, quality control, schedule, staffing (internal and consultant).
- Evaluating constructability, operational interests and stakeholder, partner needs.

### **Senior Manager** —Private Consulting

- Alternative Delivery of projects, programs and services.
- Environmental Documentation (transit, multi-modal station, road and bridge projects).
- SHRP 2—National research for complex project delivery, expert panel member and training instructor.
- Marketing and client management.
- Project controls, metrics and compliance monitoring, aligning with company strategies and goals.
- Support to public—private project programming and development.
- Initiated asset management for infrastructure, enhanced project and program management tools and practices across the departments, integrated metrics including fiscal management.



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### **Agenda Item**

#### **Item 5. C. - 2018 Annual Report**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

The LMRWD is overdue in preparation of its annual report. I had hoped to have it completed in time to include in the meeting packet, however, it is not yet finished. My goal is to have it completed and out to the Board sometime Monday.

### **Attachments**

LMRWD 2018 Annual Report when it is ready

### **Recommended Action**

Motion to approve and distribute LMRWD 2018 Annual Report



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### **Agenda Item**

#### **Item 6. A. - MAWD Annual Conference**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

Managers should determine if anyone is going to the MAWD Annual Meeting and if so, appoint that manager as a delegate. If two managers are planning to attend, the second managers can be appointed as an alternate to represent and vote on behalf of the LMRWD.

### **Attachments**

MAWD 2019 Annual Meeting Packet

### **Recommended Action**

Motion to appoint delegates to MAWD Annual Meeting



Minnesota Association of Watershed Districts, Inc.  
[www.mnwatershed.org](http://www.mnwatershed.org)

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**Minnesota Association of Watershed Districts, Inc.  
2019 Annual Convention and Trade Show  
December 5-7, 2018  
Arrowwood Resort, Alexandria MN**

**MAWD Annual Meeting Materials**

Enclosed are the following items:

1. Notice of Annual Meeting
2. Delegate Appointment Form – please return to [mnwatershed@gmail.com](mailto:mnwatershed@gmail.com)
3. Proposed Fiscal Year 2020 Budget
4. 2019 Resolutions Packet
5. 2020-2022 Strategic Plan

This packet has been distributed to administrators via email. Administrators – please distribute copies to your managers. No paper copies of this packet will be sent via the U.S. Postal Service.

Note: a full meeting packet, including an agenda, previous meeting minutes, and reports, will be distributed to watershed administrators and made available on the MAWD website no later than one week prior to the Annual Meeting.

**We are looking forward to seeing you at this year's convention!**

**PLEASE BRING THE RESOLUTIONS PACKET WITH YOU TO THE CONVENTION.  
EXTRA COPIES WILL NOT BE AVAILABLE ON SITE. THANK YOU!!**



Minnesota Association of Watershed Districts, Inc.  
www.mnwatershed.org

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## MN Association of Watershed Districts, Inc. 2019 Annual Meeting Notice

NOTICE IS HEREBY GIVEN that the 2019 Annual Meeting of the Minnesota Association of Watershed Districts, Inc. will be held at the Arrowwood Conference Center, Alexandria, MN, beginning at 8:00 a.m. on Friday, December 6, 2019 for the following purposes:

1. To receive and accept the reports of the President, Secretary, and Treasurer regarding the business of the association of the past year;
2. To receive the report of the auditor;
3. To consider and act upon the proposed Fiscal Year 2020 budget;
4. To consider and act upon proposed resolutions;
5. To consider and act upon the proposed 2020-2022 Strategic Plan;
6. To hold elections as required by the bylaws for the MAWD Board of Directors;
7. To consider and act upon any other business that may properly come before the membership.

Sincerely,

*Mary Texer 10/30/19*

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Mary Texer  
Secretary





## MN Association of Watershed Districts, Inc. 2019 Delegate Appointment Form

The \_\_\_\_\_ hereby certifies that it is  
*name of watershed organization*

a watershed district or watershed management organization duly established and in good standing pursuant to Minnesota Statutes 103B or 103D and is a member of the MN Association of Watershed Districts, Inc. (MAWD) for the year 2019.

The \_\_\_\_\_ hereby further certifies  
*name of watershed organization*

the following individuals have been appointed as delegates, or as an alternate delegate, all of whom are managers in good standing with the District.

**Delegate #1:** \_\_\_\_\_

**Delegate #2:** \_\_\_\_\_

**Alternate:** \_\_\_\_\_

Authorized by: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\*\* Please return this form to [mnwatershed@gmail.com](mailto:mnwatershed@gmail.com) at your earliest convenience. \*\*

Minnesota Association of Watershed Districts  
Statement of Financial Position  
October 1, 2018 through September 30, 2019

October 30, 2019

	FY2020	FY2019	FY2019	FY2018	FY2017	FY2016
	Oct '19-Sep '20	Oct '18-Sep '19	Oct '18-Sep '19	Oct '17-Sep '18	Nov '16- Sep '17	Nov '15-Oct '16
<b>INCOME</b>	<b>FY 2020 PROPOSED</b>	<b>FY 2019 BUDGET</b>	<b>FY 2019 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY2017 ACTUAL (11 months)</b>	<b>FY 2016 ACTUAL</b>
Dues - Watershed District Members	221,500	216,600	214,668	218,421	117,590	121,412
Dues - Associate Members (WMOs)	2,500	2,500	2,000			
Annual Convention						
Annual Meeting Registrations	55,000	55,000	57,525	59,129	52,068	49,390
Annual Trade Show and sponsorships	40,000	25,000	43,700	21,655	22,250	11,495
Pre Conference Workshop: Drainage	6,500	6,500	13,430	6,800	5,595	9,010
Pre Conference Workshop: Administration	2,400	2,400	0	2,550	775	600
Pre Conference Workshop: Managers	2,400	2,400	0	2,295	2,950	4,250
Legislative Day at the Capitol	8,000	9,000	6,275	8,185	8,325	7,450
Summer Tour	18,000	17,500	18,100	18,891	21,469	14,390
MAWD Workshops	2,500	2,500	0	0	2,720	3,000
Interest	100	100	51	77	111	241
<b>TOTAL REVENUES</b>	<b>358,900</b>	<b>339,500</b>	<b>355,749</b>	<b>338,003</b>	<b>233,853</b>	<b>221,238</b>
<b>EXPENSES</b>						
<b>Administration &amp; Program Management</b>						
General Administration - Staff	67,500	70,000	62,099	70,747	62,311	81,345
Benefits /Taxes for Salaried Employees	30,000	30,000	16,136	15,069		
General Administration - Contract	20,000	12,000	0			
Communications, Conferences - Contract	32,000	36,000	39,753	48,835	33,750	10,000
<b>Legislative Affairs</b>						
Lobbying - Staff (includes Administrative Lobbying)	30,000	24,500	29,926			
Lobbying - Contracted Services	40,000	40,000	40,258	48,251		
Lobbyist Expenses	1,000	1,000	1,174	1,395	3,647	1,754
<b>Professional Services</b>						
Legal Fees	2,000	2,000	0	1,377	1,308	
Accounting and Review of Financial Procedures	8,000	6,000	6,850	4,650	4,100	3,550
Insurance	1,800	1,800	1,783	1,645	1,645	1,551
<b>Office Expenses</b>						
Rent	4,800	3,600	3,200	2,400		
Mileage and General Office Expenses	11,250	11,250	11,741	11,965	4,257	3,994
Dues, Other Organizations	500	500	440			
Memorials	250	250	0	50		
<b>Board and Committee Meeting</b>						
Per Diems and Expenses - Directors	20,000	20,000	14,100	16,448	22,092	26,400
Board and Committee Meeting Expenses	1,000	1,500	774	1,081	1,440	1,471
<b>Special Projects</b>						
WD Handbook, Surveys, rebranding, etc	6,000	1,600	0		1,361	7,250
<b>Education and Events</b>						
Annual Convention						
Annual Meeting	45,000	40,000	44,640	45,073	39,208	37,079
Annual Trade Show	5,000	8,500	3,270	8,631	6,322	9,569
Pre Conference Workshop: Drainage	4,000	2,500	3,967	2,871	1,817	2,993
Pre Conference Workshop: Administration	1,200	1,000	1,140	587	339	
Pre Conference Workshop: Managers	1,500	1,000	1,445	1,754	580	2,288
Legislative Breakfast	5,500	5,500	5,133	6,246	7,045	7,177
Summer Tour	12,500	12,500	7,795	9,483	16,000	14,402
Credit Card Processing Fees	3,700	3,500	4,042	3,020	3,323	2,791
Special Workshops	2,500	2,500	0		2,271	
Partner Event Participation	0	500				1,153
<b>TOTAL EXPENSES</b>	<b>357,000</b>	<b>339,500</b>	<b>299,665</b>	<b>301,578</b>	<b>212,816</b>	<b>214,767</b>
<b>REVENUES OVER (LESS THAN) EXPENSES</b>	<b>1,900</b>	<b>0</b>	<b>56,084</b>	<b>36,425</b>	<b>21,037</b>	<b>6,471</b>
<b>STATEMENT OF NET POSITION</b>						
Assets, Cash and Equivalents, actual			323,522	217,704	154,113	140,033
Deposits received, deferred			(54,109)		(4,799)	(11,385)
Liabilities, accounts payable, taxes payable			(29,973)	(34,352)	(2,387)	(2,760)
<b>ENDING NET ASSETS</b>			<b>239,440</b>	<b>183,352</b>	<b>146,927</b>	<b>125,888</b>

# Memorandum

DATE: October 30, 2019  
TO: MAWD Members  
FROM: Emily Javens, MAWD Executive Director  
RE: **2019 Resolutions**



The Resolutions Committee met on October 4, 2019 at Minnehaha Creek Watershed District to review the resolutions submitted by members. They debated each resolution and voted whether to recommend each resolution for adoption or not. All votes were unanimous. The MAWD Board of Directors accepted the committee's report on October 25, 2019.

Please review the enclosed materials, discuss at your November board meetings, and be prepared to debate and vote on these resolutions at the MAWD annual business meeting to be held December 6, 2019. Each watershed organization in good standing with MAWD is allowed 2 votes per WD/WMO. (See the enclosed delegate form for more information.) A summary of the committee recommendations is shown below.

#### Members of the committee included:

- Chairs: Sherry Davis White, MAWD Board of Directors, Resolutions Committee Chair  
Mary Texer, MAWD Board of Directors, Governance Committee Chair
- Region 1: Linda Vavra, Bois de Sioux WD Manager  
Jamie Beyer, Bois de Sioux WD Administrator
- Region 2: Ruth Schaefer, Middle Fork Crow River WD Manager  
Margaret Johnson, Middle Fork Crow River WD Administrator
- Region 3: Fred Corrigan, Prior Lake – Spring Lake WD Manager  
Becky Christopher, Minnehaha Creek WD Staff

#	Resolution Title	Committee Recommendation
1	Request the DNR enact legislation and policies to streamline the permitting process	<b>SUPPORT</b>
2	Default Classification for Artificial Watercourses That Serve as Public Drainage Ditches	<b>SUPPORT</b>
3	Heron Lake Watershed District General Operating Levy Adjustment	<b>SUPPORT</b>
4	Resolution to Clarify County Financing Obligation and Authorize Watershed District General Obligation Bonds for Public Drainage Projects	<b>SUPPORT</b>
5	Watershed District Membership on Wetland Technical Evaluation Panels	<b>SUPPORT</b>
6	MAWD Opposition to Any Legislation That Establishes Watershed District Spending Requirements by Political Regions or Boundaries	<b>SUPPORT</b>
7	Incorporating Nutrient Management into State Funded Practices	<b>OPPOSE AS WRITTEN</b>
8	Incorporating Soil Management Best Practices into Groundwater Appropriation	<b>OPPOSE AS WRITTEN</b>
9	Support for Managing Water Flows in the Minnesota River Basin Through Increased Water Storage and Other Strategies and Practices	<b>SUPPORT</b>
10	Chinese Mystery Snail Designation Change and Research Needs	<b>SUPPORT</b>
11	Resolution to Ban the Use of Pesticides and Herbicides that are Known Carcinogens on Residential and Commercial Lawns	<b>OPPOSE AS WRITTEN</b>
12	Resolution to Limit Wake Boat Activities that Directly Cause Shoreline Erosion and Spread Aquatic Invasive Species	<b>OPPOSE AS WRITTEN</b>
13	Additional State Funding to Watershed Management Organizations to Implement Flood Risk Mitigation Projects	<b>OPPOSE AS WRITTEN</b>

# BACKGROUND INFO on PROPOSED RESOLUTION #1

## Request the DNR enact legislation and policies to streamline the permitting process

**Proposing District:** Bois de Sioux WD  
**Contact Name:** Jamie Beyer  
**Phone Number:** 320-563-4185  
**Email Address:** [bdswd@runestone.net](mailto:bdswd@runestone.net)

### Background that led to submission of this resolution:

Climate change is manifesting as increased precipitation in our region. The increased precipitation is adding to our historical flood pressure. Lake water levels are rising, and there is a renewed importance to ensure unimpeded stream flows. We need proactive management by the DNR on two key issues:

- 1) **Lake Drawdowns:** We began dealing with flood issues in January 2019. We believe that the weight of ice on a chain of lakes forced water into drainage ditches - which caused flooding issues for downstream property owners. Our District spent a great deal of time and money opening-up frozen drainage ditches, because the flow of water was so significant and threatened public roads and private residences. We fear, with water levels at continued elevated levels, flooding will be repeated in 2020. Waterbodies in our area need to be more actively managed by the DNR, with regular, planned drawdowns, in order to prevent future flood damages to property and infrastructure.
- 2) **Public Water Stream Clean-outs:** We have areas in the watershed that rely on streams to convey excess surface water, and currently some streamflows are impeded due to sediment and plant debris. In these areas, clean-outs are needed to protect streamflow. We have had groups of private landowners experience great frustration and failure in navigating the permitting process (with its associated costs) over the past 2 years.

The DNR has provided us with district climate change information, and our on-going projects are being developed in response to changing environmental conditions; we would like to see the same climate change information act as a catalyst for the DNR's physical management of waterbodies.

### Ideas for how this issue could be solved:

Support legislation and policies that require DNR lake level management action and applicant permitting success.

### Anticipated support or opposition from other governmental units?

Unknown

### This issue is of importance (Check one):

- To the entire State:  - In areas of need of active water management  
Only our Region:   
Only our District:

# PROPOSED 2019 MAWD RESOLUTION #1

## Request the DNR enact legislation and policies to streamline the permitting process

Submitted by: Bois de Sioux Watershed District

**WHEREAS**, the DNR manages waterbody water levels and permits for public water drainage outlet clean-outs; and

**WHEREAS**, Minnesota Statute 103G.245 defines actions under which a permit is required for work proposed in Public Waters; and,

**WHEREAS**, in the Red River Valley, we are noting increased precipitation trends and rising water levels in many waterbodies, which increases the threat of flood damage to neighboring properties and infrastructure; and,

**WHEREAS**, the DNR acknowledges that they have a responsibility to adapt to climate change; and,

**WHEREAS**, private and public landowners have run into difficulty completing the DNR permit process and have reported that the current DNR permitting process is: 1. Potentially very expensive and difficult to predict, and that also means lengthy. The application fee is \$300 - \$3,000 and payment is no guarantee of permit approval. It is unclear when an EAW will be required, and how extensive the EAW will need to be – and costs could be from \$10,000 - \$30,000 if the EAW requirement is not clearly defined. 2. Not always based on scientific data. In some cases, soil borings are not being taken by third-party organizations and industry standards.

**THEREFORE, BE IT RESOLVED** that MAWD supports legislation, rules, and/or agency policies to streamline the DNR permitting process by increasing responsiveness, decreasing the amount of time it takes to approve permits, providing a detailed fee schedule prior to application, and conducting water level management practices that result in the DNR reacting more quickly to serious, changing climate conditions.

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### Notes:

After discussion, the committee recommended the membership vote in favor of this resolution.

# BACKGROUND INFO on PROPOSED RESOLUTION #2

## Default Classification for Artificial Watercourses That Serve as Public Drainage Ditches

<b>Proposing District:</b>	Bois de Sioux WD	Bois de Sioux WD
<b>Contact Name:</b>	Linda Vavra	Jamie Beyer
<b>Phone Number:</b>	320-760-1774	320-563-8510
<b>Email Address:</b>	<a href="mailto:lvavra@fedtel.net">lvavra@fedtel.net</a>	<a href="mailto:bds wd@runestone.net">bds wd@runestone.net</a>

### Background that led to submission of this resolution:

In December 2018, our watershed was selected to begin MPCA's Use Attainment Assessment (UAA) to evaluate and categorize watercourses for Tiered Aquatic Life Use (TALU) Standards. We have been told that these standards have been implemented by the State of Minnesota to fulfill EPA WOTUS requirements.

To date, our District has spent \$10,000 attending and responding to these meetings. And we have not completed the process.

Our frustration and severe concern is with the default inclusion of man-made, non-tidal drainage ditches excavated on dry land, that were given the default categorization of Class 2 Aquatic Life and Recreational Use under the Dayton administration.

Our watershed is at the headwaters of the Red River Valley, and is extremely prone to flooding - in winter, spring, and summer. Drainage ditches are vital public infrastructure, protecting private property and public property (which includes our roads, highways and bridges) from flood damage. Our watershed is a drainage ditch authority for 65 systems in Grant, Traverse, and Wilkin County. The majority of our drainage systems are in need of significant repairs and/or improvements. These projects are expensive and complicated. Repairs/ improvements are funded by private landowners, whose properties were assessed when the ditches were constructed, and have since been assessed for maintenance on an annual basis.

Recently, we have seen great local support and participation in repairing/improving District drainage systems. Over the past four years, landowners have initiated three major repairs/improvements - at a potential cost to themselves of over \$3,060,000.

Often times, ditches that are out-of-repair have sedimented and eroded sides; instead of moving water, the out-of-repair ditches hold water, which encourages the growth of cattails, which further catches sediment and further holds back water. The more water a ditch is holding, the less capacity it has to accept and move new water during high precipitation events. This is where the conflict with UAA and TALU enters: ditches in good repair will be ephemeral in nature, not supporting fish and macroinvertebrates (which will result in an "impaired water"), and ditches in need of repair may meet fish and macroinvertebrate standards (which may prevent us from repairing them and returning them to their designed ephemeral state).

### Ideas for how this issue could be solved:

The State of Minnesota could abandon the overregulation instituted by the Dayton administration and recognize the EPA's own exclusions: Rule Text § 230.3(s)(2)(iii): "The following are not 'waters of the United States... the following ditches: (A) Ditches with ephemeral flow that are not a relocated tributary or excavated in a tributary. (B) Ditches with intermittent flow that are not a relocated tributary, excavated in a tributary, or drain wetlands. (C) Ditches that do not flow, either directly or through another water, into [a traditional navigable water, interstate water, or the territorial seas.

<https://www.jswcd.org/files/c141e89d1/Clean+Water+Rule+Factsheet.pdf>

For manmade drainage ditches excavated on dry land, the State of Minnesota could replace the default Class 2 Aquatic Life and Recreational Use with a default Class 7 Limited Resource Value Water. Per Administrative Rule 7050.0227, Class 7 does have water quality standards for E.coli, dissolved oxygen, pH and toxic pollutants.

We are open to other suggestions!

**Anticipated support or opposition from other governmental units?**

We have met with MPCA many times and expressed our concern over the past 10 months, but there has been no acknowledgment or suggestion on how we can protect, maintain, and ensure fulfillment of our duty to repair our drainage system infrastructure. In fact, at the last meeting we were at the question was raised by MPCA staff - why would we want to repair a ditch, if it is supporting biology?

**This issue is of importance (Check one):**

- To the entire State:  - areas of the state that rely on manmade drainage systems to protect
- Only our Region:  infrastructure and property from excess precipitation.
- Only our District:

## PROPOSED 2019 MAWD RESOLUTION #2

### Default Classification for Artificial Watercourses That Serve as Public Drainage Ditches

Submitted by: Bois de Sioux Watershed District

**WHEREAS**, Minnesota Statute 103G.005 defines three watercourses: natural watercourses, altered natural watercourses, and artificial watercourses; and

**WHEREAS**, some natural watercourses are used as public drainage systems; and

**WHEREAS**, some altered natural watercourses are used as public drainage systems; and

**WHEREAS**, some public roadside drainage systems are 100% manmade, designed and built for one, limited purpose: to convey excess precipitation, alleviating flood damages to public and private property and it is this category that are considered artificial watercourses because they lack natural stream features and do not provide stream habitat by their design; and

**WHEREAS**, the U.S. Supreme Court recognized the unique nature of drainage ditches on June 19, 2006 in its *Rapanos* decision, stating that for Clean Water Act implementation, Waters of the United States does not automatically apply to ditch systems in which water flows intermittently or ephemerally. The EPA itself advises:

“In addition, ditches (including roadside ditches) excavated wholly in and draining only uplands and that do not carry a relatively permanent flow of water are generally not waters of the United States because they are not tributaries or they do not have a significant nexus to downstream traditional navigable waters.”

<https://www.epa.gov/sites/production/files/2016-04/documents/rapanosguidance6507.pdf>

**WHEREAS**, Minnesota Pollution Control Agency is implementing its Clean Water Act Tiered Aquatic Life Uses (TALU) for all watercourses in Minnesota based on the assumption that all waters by default should be categorized by Minnesota Pollution Control Agency as Class 2 Waters (Aquatic Life and Recreation); the Class 2 label declares universally that all waters by default “support or may support aquatic biota, bathing, boating, or other recreational purposes and for which quality control is or may be necessary to protect aquatic or terrestrial life or their habitats or the public health, safety, or welfare” per Minnesota Administrative Rules 7050.0140 Subp. 3; and

**WHEREAS**, the default Class 2 Aquatic Life standard is applied by Minnesota Pollution Control Agency to public roadside drainage systems that are artificial watercourses, 100% manmade, even though these roadside drainage systems were not designed to provide habitat, and – in fact – when are in optimal operation, only hold water ephemerally when they provide flood control, storing excess precipitation until it can be metered downstream; and

**WHEREAS**, when applied to a public roadside drainage systems that are artificial watercourses, 100% manmade, the Class 2 Aquatic Life standard mandates 10-year cycle biological monitoring and testing under TALU that is lengthy and time-consuming for state and particularly local government agencies - and ultimately very expensive for state and local taxpayers; and

**WHEREAS**, Minnesota Pollution Control Agency does acknowledge in its own Rules that some watercourses should be exempt from needless TALU regulation. According to Minnesota Administrative Rules, Class 7 waters (limited resource value waters) are those that demonstrate that:

- A. *the existing and potential faunal and floral communities are severely limited by natural conditions as exhibited by poor water quality characteristics, lack of habitat, or lack of water;*
- B. *the quality of the resource has been significantly altered by human activity and the effect is essentially irreversible; or*



*C. there are limited recreational opportunities, such as fishing, swimming, wading, or boating, in and on the water resource.*

**THEREFORE, BE IT RESOLVED** that MAWD supports removal of the default Class 2 categorization for public drainage systems that are artificial watercourses and supports a default Class 7 categorization for public drainage systems that are artificial watercourses.

**Notes:**

After discussion, the committee recommended the membership vote in favor of this resolution.

# **BACKGROUND INFO on PROPOSED RESOLUTION #3**

## **Heron Lake Watershed District General Operating Levy Adjustment**

**Proposing District:** Heron Lake Watershed District  
**Contact Name:** Jan Voit, District Administrator  
**Phone Number:** 507-793-2462  
**Email Address:** [jvoit@hlwdonline.org](mailto:jvoit@hlwdonline.org)

**Background that led to submission of this resolution:**

1. The general operating levy limit, as set by Minnesota Statutes 103D.905, Subd. 3, is 0.048 percent of the taxable market value or \$250,000, whichever is less. This legislation has not changed since 2001 – 18 years.
2. The general operating levy is used to pay for manager per diems, staff, building rent, supplies, equipment, consultants, monitoring, project implementation, and matching funds for grants.
3. Workload and responsibilities for watershed districts have grown substantially since 2001. In addition to general operations, work related to developing Watershed Restoration and Protection Strategies, increasing community involvement, acquiring tools for targeting and prioritizing best management practices installation, and implementing One Watershed One Plan are undertaken to fulfill a watershed district’s mission and goals.
4. Competition for grant funds has increased significantly. Matching funds for grants have always been committed through the general operating levy. Because of the current levy limit, providing matching funds has become more difficult.
5. The HLWD has long-term water sampling sites at three locations within the watershed. Year to year data varies based on weather patterns and land use change. The data from 2003 to 2017 shows a decline in Total Suspended Solids, Orthophosphorus, and Total Phosphorus.
6. Current levy limits constrain capacity to issue general obligation bonds to finance projects in public drainage systems.
7. The HLWD took several years to reach the general operating levy of \$250,000 cap has remained unchanged for the last 18 years, which shows the managers’ fiscal responsibility.

**Ideas for how this issue could be solved:**

Increasing the general operating levy is the only long-term solution to provide sustainable funding for personnel and projects within the watershed. Having the revenue to provide grant match would also be beneficial.

**Anticipated support or opposition from other governmental units?**

The Minnesota Association of Watershed Districts and Board of Water and Soil Resources support adjusting the general operating levy to allow watershed districts to fulfill their responsibilities as required by statute.

**This issue is of importance (Check one):**

To the entire State: \_\_\_\_\_  
Only our Region: \_\_\_\_\_  
Only our District:   X

**PROPOSED 2019 MAWD RESOLUTION #3**  
**Heron Lake Watershed District General Operating Levy Adjustment**  
**Submitted by: Heron Lake Watershed District**

**WHEREAS**, the Heron Lake Watershed District (HLWD) generates revenue through a general operating levy as authorized for watershed districts under MN Statute 103D.901 subdivision 1. This statute caps each watershed district's levy at 0.048% of the estimated market value (EMV) or \$250,000, whichever is less, regardless of the size or tax capacity of each district;

**WHEREAS**, if the levy was only limited to the 0.048% EMV cap, HLWD would be allowed to levy \$951,007 in 2020, but is instead limited to \$250,000;

**WHEREAS**, the \$250,000 limit authorized by the legislature in 2001 is equal to \$361,000 in today's dollars and that amount does not take into account the additional workload created for watershed districts by new state water management programs over the past 19 years;

**WHEREAS**, the HLWD uses the general levy to not only fund operational expenses such as rent, equipment, and supplies, it also uses the money to pay for staff time and laboratory analysis to monitor our lakes and streams for water quality issues, conduct community education and outreach activities, prioritize the best location for best management practices, and will be needed to implement activities planned for and documented in the new statewide One Watershed One Plan initiative;

**WHEREAS**, the HLWD must also use this levy when it wants to construct pollution or flood reduction projects or to provide match dollars for state or federal implementation grants to build these same projects;

**WHEREAS**, the HLWD has successfully brought in \$3,205,672 in grants while only taxing \$4,364,322 locally from 1996 to 2018. This represents \$0.77 of additional funds coming into the district for every \$1 taxed. This is also equivalent to \$14.54 taxed over the course of 23 years and \$10.69 brought in for each of the approximately 300,000 acres in the HLWD;

**WHEREAS**, an unchanged \$250,000 annual budget has ultimately led to staff reductions and an increasingly diminished capacity to be able to provide match dollars required when applying for grants to build the projects and activities desired and vetted by its local citizens;

**WHEREAS**, the HLWD has also found that current levy limits constrain its capacity to issue general obligation bonds to finance projects in public drainage systems;

**WHEREAS**, the Minnesota Association of Watershed Districts (MAWD) assists districts with legislation that is needed by its members to provide adequate service to its residents;

**THEREFORE, BE IT RESOLVED** that MAWD supports an increase in Heron Lake Watershed District's general operating levy cap from \$250,000 to an amount not to exceed \$500,000.

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**Notes:**

After discussion, the committee recommended the membership vote in favor of this resolution.

# **BACKGROUND INFO on PROPOSED RESOLUTION #4**

## **Resolution to Clarify County Financing Obligation and Authorize Watershed District General Obligation Bonds for Public Drainage Projects**

**Proposing District:** Heron Lake Watershed District  
**Contact Name:** Jan Voit, District Administrator  
**Phone Number:** 507-793-2462  
**Email Address:** [jvoit@hlwdonline.org](mailto:jvoit@hlwdonline.org)

**Background that led to submission of this resolution:**

The Heron Lake Watershed District (HLWD) has served as a drainage authority for numerous public drainage systems for decades and until recently relied on county bonding to finance its drainage projects. Recently, one county has conditioned its willingness to bond for a drainage project on the HLWD surrendering its role as drainage authority. Integrated management of the watershed and public drainage systems within it are central to our mission and there is no statutory authority to require a watershed district to abandon its role as a drainage authority. Watershed districts outside the metro area have levy limits that constrain their ability to issue general obligation bonds pledging their full faith and credit.

**Ideas for how this issue could be solved:**

We have identified two possible solutions:

1. Clarify that an affected county must finance a watershed district project establishment and construction by issuance of bonds payable from assessments, backed by the full faith and credit of the watershed district; and further provide for adequate tax levy authority to assure the watershed district's credit capacity.
2. Authorize watershed districts to finance drainage project establishment and construction by issuance of bonds payable from assessments, backed by the full faith and credit of the watershed district; and further provide for adequate tax levy authority to assure the watershed district's credit capacity.

**Anticipated support or opposition from other governmental units?**

Most counties have cooperative relationships with watershed districts functioning as drainage authorities and work together in financing drainage projects. Some counties may feel that they wish to take over drainage management and therefore may not support this clarification in the drainage code and watershed law.

**This issue is of importance (Check one):**

To the entire State:  \_\_\_\_\_  
Only our Region: \_\_\_\_\_  
Only our District: \_\_\_\_\_

**PROPOSED 2019 MAWD RESOLUTION #4**  
**Resolution to Clarify County Financing Obligation and Authorize Watershed**  
**District General Obligation Bonds for Public Drainage Projects**  
**Submitted by: Heron Lake Watershed District**

**WHEREAS**, watershed districts serve as public drainage authorities under the Minnesota Drainage Code (chapter 103E) and are responsible to construct projects to establish, improve, and extend public drainage systems and provide outlets for such systems;

**WHEREAS**, projects are funded by multi-year assessment of benefited lands and financing typically is required to pay costs of project establishment and construction in advance of assessments;

**WHEREAS**, watershed districts may issue bonds, but those not within the seven-county metropolitan area have a limited ad valorem taxing authority and therefore lack adequate capacity to pledge full faith and credit for such bonds, beyond a limited principal amount that is insufficient for a project of substantial scope;

**WHEREAS**, limited ad valorem taxing authority means that project financing bonds issued by watershed districts will have limited marketability and impose higher interest costs on projects, as will long term commercial loans in place of bonds;

**WHEREAS**, the Drainage Code (Minnesota Statutes §103E.635) states that a county may finance a watershed district drainage project by issuing bonds payable from assessments and backed by the full faith and credit of the county;

**WHEREAS**, some counties have taken the position that under this Drainage Code language, financing watershed district drainage projects by bond issuance or by another method is a matter for county discretion, and in certain cases have elected not to provide such financing;

**WHEREAS**, without the certainty of project financing at an acceptable rate of interest, a watershed district cannot responsibly begin to accrue project establishment costs, cannot contract for project construction, and therefore cannot fulfill its statutory responsibilities as drainage authority;

**THEREFORE, BE IT RESOLVED** that MAWD supports legislation to achieve one or both of the following:

- (a) To clarify that an affected county must finance a watershed district drainage project on project establishment and request of the watershed district; and
- (b) To authorize watershed districts to finance drainage project establishment and construction by issuance of bonds payable from assessments and backed by the full faith and credit of the watershed district; and further provide for adequate tax levy authority to assure the watershed district's credit capacity.

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**Notes:**  
After discussion, the committee recommended the membership vote in favor of this resolution.

# **BACKGROUND INFO on PROPOSED RESOLUTION #5**

## **Watershed District Membership on Wetland Technical Evaluation Panels**

**Proposing District:** Prior Lake-Spring Lake Watershed District  
**Contact Name:** Diane Lynch  
**Phone Number:** 952-440-0067  
**Email Address:** dlynch@plslwd.org

**Background that led to submission of this resolution:**

Minnesota Statute 103G.2242 Wetland Subdivision 2. Evaluation states that:

- a. Questions concerning the public value, location, size or type of a wetland shall be submitted to and determined by a Technical Evaluation Panel (TEP) after on-site inspection
- b. The TEP is composed of technical professional employees of the Minnesota Board of Soil and Water Resources, local soil and water conservation district, and Minnesota Department of Natural Resources for projects affecting public waters or wetland adjacent to public waters

- 1. Technical professional employees of watershed districts may be invited to attend and comment on the questions, but their comments are not considered with the same value as official TEP representatives.
- 2. Watershed districts have rules that affect draining, filling, excavating or otherwise altering wetlands.
- 3. Wetlands play a vital role in the health of watersheds.
- 4. Technical professional employees of watershed districts offer an important perspective regarding protecting wetlands within their watersheds.

**Ideas for how this issue could be solved:**

Initiate legislation to amend the statute to require technical representatives of watershed districts to be on the TEP.

**Anticipated support or opposition from other governmental units?**

We would expect watershed districts to support it.

**This issue is of importance (Check one):**

- To the entire State:  \_\_\_\_\_
- Only our Region: \_\_\_\_\_
- Only our District: \_\_\_\_\_

**PROPOSED 2019 MAWD RESOLUTION #5**  
**Watershed District Membership on Wetland Technical Evaluation Panels**  
**Submitted by: Prior Lake-Spring Lake Watershed District**

**WHEREAS**, the Prior Lake-Spring Lake Watershed District (PLSLWD) is a watershed management organization and political subdivision of the State of Minnesota established under and operating with powers and purposes set forth at Minnesota Statutes Chapters 103B and 103D; and

**WHEREAS**, the District has rules that affect drilling, filling, excavating or otherwise altering wetlands; and

**WHEREAS**, by state statute, questions concerning the public value, location, size or type of wetland are required to be submitted to and determined by a Technical Evaluation Panel (TEP); and

**WHEREAS**, technical professional employees of watershed districts are not official members of a TEP; and

**WHEREAS**, wetlands play a vital role in the health of watersheds

**THEREFORE, BE IT RESOLVED** that MAWD supports 2020 state legislation to require technical representatives of watershed districts to be official members of wetland technical evaluation panels (TEPs).

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**Notes:**

After discussion, the committee recommended the membership vote in favor of this resolution.

# **BACKGROUND INFO on PROPOSED RESOLUTION #6**

## **MAWD Opposition to Any Legislation That Establishes Watershed District Spending Requirements by Political Regions or Boundaries**

**Proposing District:** Rice Creek Watershed District  
**Contact Name:** Nick Tomczik  
**Phone Number:** 763-398-3079  
**Email Address:** [ntomczik@ricecreek.org](mailto:ntomczik@ricecreek.org)

### **Background that led to submission of this resolution:**

During the 2019 legislative session, HF 2314 and SF 2372 were introduced that set spending requirements on the Rice Creek Watershed District based on a county's boundaries. No action was taken on either bill since the initial introductions and addition of authors. Since it was the first year of the biennium, it is possible the bills could be acted on during the 2020 legislative session. It is also possible that other counties or communities could attempt to get legislation that restricts spending to political boundaries in another watershed.

Any legislation that restricts watershed district spending by political regions or boundaries interferes with a district's fundamental responsibility to implement critical flood control and water quality projects.

Water does not follow political boundaries. Watershed districts were established to reduce the political nature of water and ensure fair and equitable management. Projects are consistently developed and selected based on priorities including flooding, AIS management, stormwater management, mandated water goals, and critical regional issues.

### **Efforts to address flooding, drainage, and water quality on a county or political basis have failed in the past.**

- The Watershed Act demonstrates the legislature's determination that water resources are best managed on a watershed basis and not at the city or county levels.
- The State's efforts and commitment to One Watershed One Plan policies demonstrate the continued need for watershed-based solutions.
- Restricting watershed spending by county or political boundary is in direct conflict with the purpose and basis of the Metropolitan Surface Water Management Act and other watershed management laws.

### **Any legislation that establishes watershed district spending requirements by county or political boundaries would disrupt watershed-based planning and implementation in watershed districts.**

- Using district-wide taxes to fund programs and projects allows districts to fund the highest priority watershed-based regional solutions based on science, hydrology, and critical input from partners.
- Restricting watershed spending by county or political boundary jeopardizes the ability to do regional projects.

### **Implementing projects based on political boundaries instead of watersheds decreases the ability to implement multi-county solutions. Water management issues are not county-specific.**

- Restricting regional or multi-county solutions decreases efficiency and increases implementation costs and delays
- Drainage system repairs would become more difficult because District-wide tax funds for trunk conveyance maintenance and minor drainage system maintenance activities would be restricted or unavailable
- District-wide funding policies would need replacement
- One county's water management issues are often best addressed in another county

Restricting watershed spending by county or political boundaries will likely cause a domino-effect with other communities and counties demanding that funds collected within their political boundaries be spent within those boundaries or at the very least demanding their funds not be spent in the restricting counties or communities. Such legislation could increase the costs and timelines for implementation of critical projects. Opposition to such legislation would align with the purpose



and basis for the State's watershed management laws and promote the highest priority regional solutions based on science, hydrology, and critical input from partners. This is the very foundation of watershed-based management.

**Ideas for how this issue could be solved:**

Effective communication and outreach to stakeholders and legislative delegations is critical to their understanding that water resources are best managed on a watershed basis and not at the city or county levels. Emphasis should be given to:

1. The success of implementing highest priority regional watershed-based solutions based on science, hydrology, and critical input from partners;
2. Watershed management plans as a tool for identifying those highest priority solutions;
3. The increased cost to all communities without watershed-based funding and implementation; and
4. The potential increase in damage due to flooding or water quality impairments caused by delays in implementing projects without watershed-based funding.

Any legislation restricting spending by watershed districts based political boundaries (instead of resource priorities) would contradict the State's One Watershed One Plan policies, the Metropolitan Surface Water Management Act, and the State's other watershed management laws.

**Anticipated support or opposition from other governmental units?**

Watershed districts, watershed management organizations, and state agencies and organizations with water management interests should support efforts to maintain non-political, watershed-based funding and management of water resources.

Opposition may come from a few individual counties with an interest in restricting watershed-based prioritization and spending efforts and individuals who do not want watershed-based management of the resource.

**This issue is of importance (Check one):**

To the entire State:   X  

Only our Region:           

Only our District:

**PROPOSED 2019 MAWD RESOLUTION #6**  
**MAWD Opposition to Any Legislation that Establishes Watershed District**  
**Spending Requirements by Political Regions or Boundaries**  
**Submitted by: Rice Creek Watershed District**

**WHEREAS**, many watershed districts use district-wide taxes to fund programs and projects; and

**WHEREAS**, many watershed districts fund the highest priority regional solutions based on science, hydrology, and critical input from partners; and

**WHEREAS**, the Watershed Act demonstrates the legislature’s determination that water resources are best managed on a watershed basis and not at the city or county levels; and

**WHEREAS**, the Watershed Act, the Watershed Act Metropolitan Surface Water Management Act, and other watershed management laws established watershed districts to reduce the political nature of water and ensure fair and equitable management of the resource; and

**WHEREAS**, the State’s One Watershed One Plan policies demonstrate a continued need for watershed-based solutions; and

**WHEREAS**, HF2314 and SF 2372 were introduced during the 2019 legislative session to set spending requirements on the Rice Creek Watershed District based on a county boundary; and

**WHEREAS**, any legislation that restricts watershed district spending by county or political boundaries interferes with a district’s fundamental responsibility to implement critical flood control and water quality projects; and

**WHEREAS**, any legislation that restricts watershed district spending by county or political boundaries jeopardizes the ability to do regional projects; and

**WHEREAS**, no action was taken on HF 2314 and SF 2372, however this legislation could be considered during 2020 or legislation could be introduced that would similar affects in other regions across the state.

**THEREFORE, BE IT RESOLVED** that MAWD opposes legislation that establishes spending requirements or restricts watershed district spending by political regions or boundaries.

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**Notes:**

After discussion, the committee recommended the membership vote in favor of this resolution.

# **BACKGROUND INFO on PROPOSED RESOLUTION #7**

## **Incorporating Nutrient Management into State Funded Practices**

**Proposing District:** Comfort Lake-Forest Lake Watershed District  
**Contact Name:** Mike Kinney, District Administrator  
**Phone Number:** (651) 395-5855  
**Email Address:** Michael.Kinney@clflwd.org

**Background that led to submission of this resolution:**

The State of MN DNR offers a variety of financial incentives to agricultural producers for conservation and water quality purposes. The MN Pollution Control Agency (MPCA) 2014 Minnesota Nutrient Reduction Strategy report indicates a 2025 goal of reducing nitrogen loading by 20% and a 2040 goal of reducing nitrogen by 45% in order to meet water quality standards for the Mississippi River.

**Ideas for how this issue could be solved:**

The CLFLWD proposes this resolution in order to utilize agricultural incentive programs to make measurable progress toward the MPCA’s nitrogen reduction goals. Further, implementation of certain practices, namely maximum return to nitrogen (MRTN) and nutrient management plans, have economic benefits for the agricultural producers themselves. Therefore, benefits resulting from the proposed resolution are twofold: measurable reductions in nitrogen loading and cost savings for agricultural producers.

**Anticipated support or opposition from other governmental units?**

CLFLWD anticipates support from MN Department of Agriculture and the Board of Water and Soil Resources. Given the economic benefit of the proposed resolution, strong opposition is not anticipated from producers.

**This issue is of importance (Check one):**

- To the entire State:  \_\_\_\_\_
- Only our Region:  \_\_\_\_\_
- Only our District:  \_\_\_\_\_

**PROPOSED 2019 MAWD RESOLUTION #7**  
**Incorporating Nutrient Management into State Funded Practices**  
**Submitted by: Comfort Lake-Forest Lake Watershed District**

**WHEREAS**, the State of MN DNR offers a variety of financial incentives to agricultural producers for conservation and water quality purposes;

**WHEREAS**, the MN Pollution Control Agency 2014 Minnesota Nutrient Reduction Strategy report indicates a 2025 goal of reducing nitrogen loading by 20% and a 2040 goal of reducing nitrogen by 45% in order to meet water quality standards for the Mississippi River;

**WHEREAS**, there are demonstrated and effective tools and best management practices to help maximize profits for growing row crops while limiting environmental impact;

**WHEREAS**, the concept of “maximum return to nitrogen” (MRTN) refers to the rate of nitrogen (N) application that maximizes net economic return;

**WHEREAS**, soil fertility specialists from six state universities (Illinois, Iowa, Michigan, Minnesota, Ohio, and Wisconsin) have used data from ongoing research trials to create a method to calculate MRTN at selected prices of N and corn;

**WHEREAS**, MRTN and nutrient management plans reduce nitrogen impacts to surface water and groundwater resources and avoid overapplication of nitrogen, while also serving the economic interests of agricultural producers;

**WHEREAS**, implementation of the MRTN and nutrient management plans by agricultural producers is considered a best business practice and thus should not require taxpayer funds to implement;

**WHEREAS**, the Minnesota state agencies can calculate excess nitrogen losses by comparing crop needs to the amount of nitrogen imported into the state, so as to establish a goal for reduction;

**THEREFORE, BE IT RESOLVED** that MAWD supports the goal of implementing the concept of “maximum return to nitrogen (MRTN)” and nutrient management plans generally into management of all fields that receive state financial support.

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**Notes:**

After discussion, the committee recommended the membership NOT vote in favor of this resolution as written for the following reasons:

- More information is needed.
- This isn't applicable to northwest Minnesota.
- MRTN values are determined for corn and soybean fields, not ALL fields.
- Blanket mandates are usually problematic since conditions vary widely across the state.

# **BACKGROUND INFO on PROPOSED RESOLUTION #8**

## **Incorporating Soil Management Best Practices into Groundwater Appropriation**

**Proposing District:** Comfort Lake-Forest Lake Watershed District  
**Contact Name:** Mike Kinney, District Administrator  
**Phone Number:** (651) 395-5855  
**Email Address:** Michael.Kinney@dfllwd.org

**Background that led to submission of this resolution:**

The MN DNR issues permits for groundwater appropriation pursuant to Minnesota Statute 103G.271 and has the authority to place reasonable conditions on appropriations authorized by permit. Agricultural producers obtain high-capacity appropriation permits to irrigate crops as a consequence of low soil water levels. Groundwater conservation is a high priority issue for the state of MN.

**Ideas for how this issue could be solved:**

There are demonstrated and effective best management practices to retain water in the soil profile and otherwise reduce needed irrigation volumes. Management options such as cover crops, no-till, strip-till, and other methods maintain or improve water holding capacity of the soil during the growing season. Prairie and wetland restoration efforts enhance groundwater recharge and are important components of the rural landscape. Other approaches such as improving irrigation efficiency are not specifically addressed by the resolution but may be elements of the discussion. Reducing groundwater appropriation and avoiding unnecessary irrigation serve the economic interests of agricultural producers.

**Anticipated support or opposition from other governmental units:**

The MN Department of Natural Resources likely would support the goals but may have concerns about implementation within its permitting program. Given the economic benefit of the best practices promoted by the proposed resolution, strong opposition is not anticipated from producers.

**This issue is of importance (Check one):**

- To the entire State:  \_\_\_\_\_
- Only our Region: \_\_\_\_\_
- Only our District: \_\_\_\_\_

# PROPOSED 2019 MAWD RESOLUTION #8

## Incorporating Soil Management Best Practices into Groundwater Appropriation

Submitted by: Comfort Lake-Forest Lake Watershed District

**WHEREAS**, the MN DNR issues permits for groundwater appropriation pursuant to Minnesota Statute 103G.271, and has the authority to place reasonable conditions on appropriations authorized by permit;

**WHEREAS**, agricultural producers obtain high-capacity appropriation permits to irrigate crops as a consequence of low soil water levels;

**WHEREAS**, there are demonstrated and effective best management practices to retain water in the soil profile and otherwise reduce needed irrigation volumes;

**WHEREAS**, management options such as cover crops, no-till, strip-till, and other methods maintain or improve water holding capacity of the soil during the growing season;

**WHEREAS**, prairie and wetland restoration efforts enhance groundwater recharge and are important components of the rural landscape;

**WHEREAS**, reducing groundwater appropriation and avoiding unnecessary irrigation serve the economic interests of agricultural producers;

**THEREFORE, BE IT RESOLVED** that MAWD supports incorporation of soil management best management practices into groundwater appropriations permitting.

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### Notes:

After discussion, the committee recommended the membership NOT vote in favor of this resolution as written for the following reasons:

- This may not apply in all cases and represent unreasonable expenses in all cases.
- There is currently a requirement in the permit application (<https://files.dnr.state.mn.us/waters/forms/irr-app.pdf>) to submit a plan approved by the local Soil and Water Conservation District before an appropriation permit is issued.

From page 2 of the permit application: "18. SOIL & WATER CONSERVATION PLAN: Indicate if a conservation plan, approved by the SWCD, has been developed for the acreage you propose to irrigate. An approved soil and water conservation plan or a written statement from the SWCD is required before a water appropriation permit can be issued. Please contact the SWCD regarding the development of a soil and water conservation plan."

# **BACKGROUND INFO on PROPOSED RESOLUTION #9**

## **Support for Managing Water Flows in the Minnesota River Basin Through Increased Water Storage and Other Strategies and Practices**

**Proposing District:** Lower Minnesota River Watershed District  
**Contact Name:** Linda Loomis  
**Phone Number:** 763-545-4659  
**Email Address:** naiadconsulting@gmail.com

**Background that led to submission of this resolution:**

The Lower Minnesota River Watershed District (LMRWD) is the local sponsor for the US Army Corps of Engineers maintenance of the navigation channel in the Minnesota River. As the local sponsor the LMRWD has seen the amount of sediment increase significantly. The increase in sediment has increased the cost for the LMRWD to manage dredge material that is removed from the river to maintain navigation.

Numerous studies of the MN River Basin attribute the increase in sediment to an increase in the flow of water from increased agriculture drainage; increased impervious surfaces created by municipal development and increased precipitation patterns.

The LMRWD was approached by the Minnesota River Congress to ask for support for its initiative to increase the amount of water storage in the MN River Basin and seek funding for this initiative at the state and federal levels. The LMRWD agreed to support the MN River Congress and the Board of Managers felt it was appropriate to request support from MAWD for this initiative.

**Ideas for how this issue could be solved:**

The Minnesota River Congress is approaching organizations responsible for managing water in the MN River Basin, such as Counties and SWCDs (drainage authorities) to solicit support. Several MASWCD Areas have adopted resolutions of support for increasing water storage. In addition, several area legislators have agreed to introduce legislation to commit state funding to support CREP programs or develop a new program similar to CREP to take land that could be used for water storage out of production.

**Anticipated support or opposition from other governmental units?**

The Minnesota River Congress is a coalition of many organizations in the MN River Basin and many of the governmental units are part of the coalition. There may be oppositions from any group that feels their own funding may be lessened because of this program.

**This issue is of importance (Check one):**

To the entire State:  \_\_\_\_\_  
Only our Region: \_\_\_\_\_  
Only our District: \_\_\_\_\_

## PROPOSED 2019 MAWD RESOLUTION #9

### Support for Managing Water Flows in the Minnesota River Basin Through Increased Water Storage and Other Strategies and Practices

Submitted by: Lower Minnesota River Watershed District

**WHEREAS**, virtually all of the natural water storage that once existed on the landscape in the form of prairie potholes, wet meadows, and even small lakes in the Minnesota River Basin has been eliminated; and

**WHEREAS**, increased agricultural drainage and increased impervious surfaces in municipal areas along with significantly increased precipitation patterns is dramatically increasing water flow in our rivers and streams; and

**WHEREAS**, high water levels in rivers and streams flood adjacent low-lying areas, erode stream banks, create backups on existing tile and ditch systems, and increase sediment transfer downstream; and

**WHEREAS**, many acres of farm fields are flooded each year, sometimes multiple times each year, by river and stream flooding thereby preventing planting or destroying growing crops; and

**WHEREAS**, storing water in upstream areas of the landscape will mitigate and slow the amount of water moving into rivers and streams and reduce flooding and erosion; and

**WHEREAS**, storing water in upstream areas of the landscape and other strategies such as improving soil health will mitigate and slow the amount of water moving into rivers and streams and reduce flooding and erosion; and

**WHEREAS**, the Minnesota River Congress, [a citizen-led group focusing on the natural resource and economic health of the Minnesota River Basin] is spearheading an initiative to increase water storage on the landscape using recommendations from the Collaborative for Sediment Source Reduction (CSSR) study as a basis for its initiative; and

**WHEREAS**, the Minnesota River Congress is planning to introduce legislation at the state and federal levels to secure significant funding, specifically for surface water storage on the landscape in the Minnesota River Watershed.

**THEREFORE, BE IT RESOLVED** that MAWD supports efforts to manage the flow of water in the Minnesota River Basin and the Minnesota River Congress in its efforts to increase water storage on the landscape; and

**BE IT FURTHER RESOLVED** that MAWD supports the Minnesota River Congress in its efforts to secure state and federal programs targeted specifically to increase surface water storage in the Minnesota River Watershed.

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#### Notes:

After discussion, the committee recommended the membership vote in favor of this resolution.



# **BACKGROUND INFO on PROPOSED RESOLUTION #10**

## **Chinese Mystery Snail Designation Change and Research Needs**

**Proposing District:** Pelican River Watershed District  
**Contact Name:** Tera Guetter, Administrator  
**Phone Number:** 218-846-0436  
**Email Address:** Tera.Guetter@arvig.net

### **Background that led to submission of this resolution:**

Chinese Mystery snails are present in most major recreational lakes within the Pelican River Watershed District and are a concern to area residents. Populations have increased to high density levels where shorelines can have up to 2-3 ft of washed up shells, fouling up beaches and causing odor problems. These species are used in aquariums, but when improperly disposed of in public waters, they cause recreational, ecological, and economical damage in our waters.

Goal: The State of MN will conduct research to control populations of Chinese Mystery Snails and to change the Minnesota designation from a regulated species to a prohibited species.

### **Ideas for how this issue could be solved:**

Research to control populations below nuisance levels and to change the designated status from regulated to prohibited to prevent use in aquariums and unintended release into public waters.

### **Anticipated support or opposition from other governmental units?**

### **This issue is of importance (Check one):**

To the entire State:  \_\_\_\_\_

Only our Region: \_\_\_\_\_

Only our District: \_\_\_\_\_

**PROPOSED 2019 MAWD RESOLUTION #10**  
**Chinese Mystery Snail Designation Change and Research Needs**  
**Submitted by: Pelican River Watershed District**

**WHEREAS**, Aquatic Invasive species cause recreational, economic and ecological damage—changing how residents and visitors use and enjoy Minnesota waters;

**WHEREAS**, the presence and spread of Chinese Mystery Snails, an aquatic invasive species, is a matter of growing concern in the State of Minnesota, transcending state and international lines;

**WHEREAS**, Chinese mystery snails are native to East Asia, but were brought into the U.S. in the late 19th century as a possible food source, and appeared in Minnesota in the early 2000's and have now spread to more than 27 states and the Great Lakes;

**WHEREAS**, Chinese Mystery Snails are an ecological threat as they can achieve very high densities and adversely affect aquatic food webs by competing with native snails for food and habitat and transmit harmful parasites and diseases that harm native mussels and waterfowl;

**WHEREAS**, Chinese Mystery Snails are an economic nuisance as they can die-off in large numbers and foul beaches and clog water-intake pipes;

**WHEREAS**, it is paramount to prevent the spread of Chinese Mystery Snail to un-infested waterways;

**WHEREAS**, Chinese Mystery Snail is designated as a regulated invasive species (MN DNR) in Minnesota and it is legal to buy, sell, transport, and possess, but may not be introduced into a free-living state, such as released into public waters;

**WHEREAS**, there is no known effective population control for Chinese mystery snails in natural water bodies at this time;

**THEREFORE, BE IT RESOLVED** that MAWD supports Chinese Mystery Snail prevention and control research and to change the Chinese Mystery Snail designated status in Minnesota as a regulated species to a prohibited species.

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**Notes:**

After discussion, the committee recommended the membership vote in favor of this resolution.

# **BACKGROUND INFO on PROPOSED RESOLUTION #11**

## **Resolution to Ban the Use of Pesticides and Herbicides that are Known Carcinogens on Residential and Commercial Lawns**

**Proposing District:** Riley Purgatory Bluff Creek Watershed District  
**Contact Name:** Claire Bleser, Administrator  
**Phone Number:** 952-607-6512  
**Email Address:** cbleser@rpbcwd.org

### **Background that led to submission of this resolution:**

Riley Purgatory Bluff Creek Watershed District seeks to address groundwater health challenges through the strategies included in its 2018 10-Year Watershed Management Plan to promote the sustainable management of groundwater resources. The District recognizes that groundwater can be contaminated by fertilizer and pesticide applications, and that surface water and groundwater resources are interdependent. (10-Year Plan, 2.3.6.2, 2-21). While these relationships are challenging to quantify, contaminated water from one source can impact the water quality of the other. The District is focused on prevention of groundwater contamination through best management practices, recognizing that groundwater clean-up, when feasible, is both expensive and complex.

Pesticides and herbicides used on both commercial and residential lawns have been linked to human health problems, and some studies have connected pesticides and herbicides with carcinogenic properties, including promotion of tumors.<sup>1</sup> A variety of pesticide and herbicide products pose health concerns, and some pesticides include known endocrine-disrupting compounds that affect how natural hormones function in the body and interfere with the body's regulation of the endocrine system.<sup>2</sup>

There are two primary pathways to pesticide and herbicide exposure, both directly and via drinking water through groundwater contamination. Contaminated surface water moving through the soil carries pollutants into groundwater resources, resulting in an underground plume of polluted groundwater that may become unsuitable for drinking water.<sup>3</sup> In Minnesota, pesticides shown to disrupt hormone activity have been detected in surface waters.<sup>4</sup>

Some municipalities in Canada have restricted pesticide use for aesthetic purposes, including on golf courses, due to health effects concerns including the relation between surface-applied pesticide exposure and occurrence of cancer.<sup>5</sup> A 2006 study reviewing medical literature on herbicide and pesticide exposure notes that "the balance of epidemiological research suggests the 2,4-D [a common herbicide used to kill weeds in grass] can be persuasively linked to cancers, neurological impairment and reproductive problems. These may arise from 2,4-D itself, from breakdown products or dioxin contamination, or from a combination of chemicals."<sup>6</sup> The University of Texas MD Anderson Cancer Center also notes that, although evidence is limited, the International Agency for Research on

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<sup>1</sup> Dich, J., Zahm, SH, Adami, HO. (1997). Pesticides and Cancer. *Cancer Causes Control*. May; 8(3), 420-43.

<sup>2</sup> Swackhamer, D. et al. (2010). Understanding Sources of Aquatic Contaminants of Emerging Concern. LCCMR Project Addendum. Available online: [https://www.lccmr.leg.mn/documents/peer\\_review/2010/addendums/subd\\_5a\\_swackhamer\\_v1.pdf](https://www.lccmr.leg.mn/documents/peer_review/2010/addendums/subd_5a_swackhamer_v1.pdf).

<sup>3</sup> See Joyce Latimer, Mike Goatley, Greg Evanylo, Bonnie Appleton. (2009). Groundwater Quality and the Use of Lawn and Garden Chemicals by Homeowners. Virginia Tech and Virginia State University: Virginia Cooperative Extension. Available online: <https://www.pubs.ext.vt.edu/426/426-059/426-059.html>.

<sup>4</sup> Swackhamer, D. et al. (2010). Understanding Sources of Aquatic Contaminants of Emerging Concern. LCCMR Project Addendum. Available online: [https://www.lccmr.leg.mn/documents/peer\\_review/2010/addendums/subd\\_5a\\_swackhamer\\_v1.pdf](https://www.lccmr.leg.mn/documents/peer_review/2010/addendums/subd_5a_swackhamer_v1.pdf).

<sup>5</sup> Loren D. Knopper & David R.S. Lean. (2010) Carcinogenic and Genotoxic Potential of Turf Pesticides Commonly used on Golf Courses. *Journal of Toxicology and Environmental Health, Part B*. Vol. 7, 2004: 4, 267-279. Available online: <https://www.tandfonline.com/doi/full/10.1080/10937400490452697?scroll=top&needAccess=true>.

<sup>6</sup> Meg Sears, C. Robin Walker, Richard HC van der Jagt, Paul Claman. (2006) Pesticide assessment: Protecting public health on the home turf. *Pediatrics & Child Health*, vol. 11: 4, 229-234. Available online: <https://academic.oup.com/pch/article/11/4/229/2648275>.

Cancer linked certain herbicides, such as those containing glyphosate (2,4-D) with an increased risk of cancer.<sup>7</sup> According to the non-profit group Beyond Pesticides, of the 36 most commonly used lawn care pesticides registered prior to 1984, “14 are probable or possible carcinogens, 15 are linked with birth defects, 21 with reproductive defects, 24 with neurotoxicity, 22 with liver or kidney damage, and 3 are sensitizers and/or irritants.”<sup>8</sup> Additionally, “[a] child in a household using home and garden pesticides is 6.5 times more likely to develop leukemia than in a home that does not.” A 2012 National Institute of Health study of companion animals exposed to lawn care products demonstrated an association between use of specific law care products and a greater risk of canine malignant lymphoma.<sup>9</sup>

**Ideas for how this issue could be solved:**

We have identified one potential solution:

1. Ban the use of carcinogenic pesticides and herbicides on residential and commercial lawns and encourage adoption of alternatives such as PRFCT lawns.

**Anticipated support or opposition from other governmental units?**

Minnesota Department of Health lists pesticides as a chemical of special concern to children’s health and many be interested in partnering on legislation. The Minnesota Department of Agriculture offers voluntary turfgrass pesticide use Best Management Practices “to bring awareness to homeowners and lawn care companies on proper and judicious use of pesticides for homeowners, lawn care companies, and golf course managers to help protect water resources, humans, and non-target organisms including pollinators.” These BMPs include using non-chemical pest control methods.

**This issue is of importance (Check one):**

- To the entire State:   X
- Only our Region:
- Only our District:

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<sup>7</sup> Kellie Bramlet. (2016) Lawn Care and Your Cancer Risk. University of Texas MS Anderson Cancer Center. Available online:

<https://www.mdanderson.org/publications/focused-on-health/lawncare-cancer-risk.h26Z1590624.html>.

<sup>8</sup> Beyond Pesticides. Commonly Asked Questions About Chemical Lawn Care. Available online: <https://www.beyondpesticides.org/programs/lawns-and-landscapes/overview/faq-chemical-lawn-care>.

<sup>9</sup> Takashima-Uebelhoer BB, Barber LG, Zagarins SE, Procter-Gray E, Gollenberg AL, Moore AS, Bertone-Johnson ER. (2012) Household chemical exposures and the risk of canine malignant lymphoma, a model for non-Hodgkin’s lymphoma. 112:171-176. Available online: <https://www.ncbi.nlm.nih.gov/pubmed/22222006>.

**PROPOSED 2019 MAWD RESOLUTION #11**  
**Resolution to Ban the Use of Pesticides and Herbicides that are Known**  
**Carcinogens on Residential and Commercial Lawns**  
**Submitted by: Riley Purgatory Bluff Creek Watershed District**

**WHEREAS**, watershed districts engage in conserving the state’s natural resources “by land use planning, flood control, and other conservation projects by using sound scientific principles for the protection of the public health and welfare and the provident use of the natural resources.” Minn. Stat. 103D.201, subd. 1;

**WHEREAS**, human and environmental health concerns arise from the use of health harming and potentially carcinogenic pesticides and herbicides on commercial and residential lawns because surface application exposes humans and animals to potential carcinogens, and surface water carries pesticide and herbicide pollution through soil and into groundwater sources that can affect drinking water and environmental health;

**WHEREAS**, eliminating the use of specific pesticides and herbicides on lawns will reduce surface interaction with these health-harming, potential carcinogens, and limit their entry into groundwater;

**WHEREAS**, the Minnesota Department of Health lists pesticides as a chemical of special concern to children’s and the Minnesota Department of Agriculture promotes turfgrass pesticide use BMPs including using non-chemical pest controls;

**THEREFORE, BE IT RESOLVED** that MAWD supports legislation that would ban the use of carcinogenic pesticides and herbicides on residential and commercial lawns.

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**Notes:**

After discussion, the committee recommended the membership NOT vote in favor of this resolution as written for the following reason:

- The committee felt this resolution was not our fight.

# **BACKGROUND INFO on PROPOSED RESOLUTION #12**

## **Resolution to Limit Wake Boat Activities that Directly Cause Shoreline Erosion and Spread Aquatic Invasive Species**

**Proposing District:** Riley Purgatory Bluff Creek Watershed District  
**Contact Name:** Claire Bleser, Administrator  
**Phone Number:** 952-607-6512  
**Email Address:** cbleser@rpbcwd.org

### **Background that led to submission of this resolution:**

Riley Purgatory Bluff Creek Watershed District seeks to address erosion and shoreland health challenges through the water quality strategies included in its 2018 10-Year Watershed Management Plan, issues that fall within one of the plan's primary focus areas: improving and protecting water quality. In its Watershed Management Plan, the District maintains that healthy shoreland areas are a key element of healthy hydrologic systems and provide habitat to support wildlife viability. Shoreland benefits can be compromised by erosion and sedimentation, among other resource threats. The District seeks to minimize the negative impacts of erosion and sedimentation – decreasing water depth, degrading water quality, smothering of fish and wildlife habitat – that result in major contributions to water pollution, recognizing that erosion and sedimentation are often accelerated by human activities. The District also seeks to minimize the spread and reduce the adverse ecological impacts of aquatic invasive species (AIS).

Public groups and the scientific community have observed water quality issues, including scouring of lake bottoms by boat waves, sediment disturbance and damage to aquatic plants, damage to shoreline areas, and negative impacts to aquatic animals, that are linked to the large wakes created by wake boats on lakes. The current design of many wake boat ballast tanks does not enable the tanks to be completely drained or fully decontaminated, presenting an additional concern about transport of AIS. While most of the discussion has focused on wake boats, the same issues may arise with any water craft designed or operated in a manner to create wakes larger than wakes created by ordinary boats, including but not limited to boats with ballast, fins, trim tabs, or similar design features.

A 2019 University of Minnesota Aquatic Invasive Species Research Center study showed that that large volume water holding ballast tanks of wake boats, which have the capacity to take on the most water of similar recreational boats, provide zebra mussels and larvae the greatest opportunity for inter-lake transport. These boats are not designed to fully drain all ballast tank water.<sup>10</sup>

A 2018 report from the Oregon State Legislature summarizes studies on the various effects of wake boats, noting that boat speed is a primary factor in influencing wave size.<sup>11</sup> Also cited in this report is a report by the Scientific and Technical Advisory Committee to the Chesapeake Bay Program that demonstrates a positive correlation between the size of boat wakes and the extent of shoreline erosion as well as sediment resuspension and nearshore turbidity.<sup>12</sup>

A report to the City Council of Prior Lake, Indiana assesses environmental impacts from high speed boats on the

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<sup>10</sup> Dave Orrick. (2019) Zebra Mussel's Best Friend: Wakeboard Boats, New U Study Finds. Livewell also Tested. Accessed through the Minnesota Aquatic Invasive Species Research Center (MAISRC), <https://www.maisrc.umn.edu/news/wakeboards>.

<sup>11</sup> Item E: Staff report on safety around wake sports statewide. (2018) Oregon State Legislature. Available online: <https://olis.leg.state.or.us/liz/2018R1/Downloads/CommitteeMeetingDocument/144261>.

See also Sara MercierBlais & Yves Prairie. (2014) Project evaluation of the impact of the waves created by the type of boats wakeboat on the shores of Lake Memphremagog and Lovering; Ruprecht, Glamore, Cogland. (2015) Wakesurfing: Some Wakes are More Equal than Others. Available online: [https://www.researchgate.net/publication/294799932\\_Wakesurfing\\_Some\\_Wakes\\_are\\_More\\_Equal\\_than\\_Others](https://www.researchgate.net/publication/294799932_Wakesurfing_Some_Wakes_are_More_Equal_than_Others).

<sup>12</sup> Id. See also USDA NRCS. (1997) Slope Protection for Dams and Lakeshores: Minnesota Technical Note 2 (reviewing shoreline erosion processes and causes).

state's lakes. The report summarizes studies focused on ecological impacts caused by waves, including shore and bank erosion, decreased water clarity, water quality degradation, and harm to aquatic plant and animal species. Shallow waters feel the most direct impacts of boat wakes, as well as shoreline areas adjacent to less than 1,000 feet of open water, making near-shore habitat where water depth is approximately 10 feet or less— the littoral zone—the most important to protect.<sup>13</sup>

In spring 2019, Vermont considered legislation presented in Senate Bill 69 “to restrict or prohibit the use of wake boats in certain public waters.”<sup>14</sup> The bill as introduced proposes to limit wake boat speed within 200 feet of shoreline, imposing a \$500 fine per violation, and proposes to restrict use of wake boats in certain public waters based on the size of the water body, the use of adjacent land, scenic beauty, or other recreational factors.<sup>15</sup> While the bill did not progress in the 2019 session, it may be re-introduced during a future session.

**Ideas for how this issue could be solved:**

We have identified three potential concurrent solutions:

1. Limiting wake boats to areas of lakes sufficiently distanced from shorelines to allow boat-generated waves to adequately dissipate and lessen energy before coming into impact with lake shorelines; and
2. Banning wake boats wakes in shallow lake areas where waves created by wake boats detrimentally impact sediment, aquatic vegetation, and aquatic habitat; and
3. Requiring wake boats to be designed, and existing boats to be modified, to enable complete drainage and decontamination of ballast tanks to stop the spread of AIS.

**Anticipated support or opposition from other governmental units?**

Minnesota DNR is already engaged in an education campaign, “Own Your Wake – for Everyone’s Sake,” encouraging responsible boat use near shorelines. DNR also actively promotes state AIS law, requiring boat ballast tanks to be emptied by a shoreline or waterway before being transported. We anticipate seeking DNR support for and leadership of legislation reflecting joint ideas of how to solve issues caused by wake boating.

**This issue is of importance (Check one):**

- To the entire State:  \_\_\_\_\_
- Only our Region: \_\_\_\_\_
- Only our District: \_\_\_\_\_

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<sup>13</sup> City of Prior Lake, Agenda Item #16. Information Item: A review of environmental impacts from high speed boats on Indiana’s public freshwater lakes; Administrative Cause no. 10-029V. Available online: <https://www.cityofpriorlake.com/documents/WSUM/info17.pdf>.

<sup>14</sup> Bruce Durgin. (2019) Wakeboard Boats Believed to Damage Lakes. The Federation of Vermont Lakes and Ponds. Available online: <http://vermontlakes.org/wp-content/uploads//FOVLAP-Newsletter-Spring-2019-Final-digital.pdf>

<sup>15</sup> Vermont Legislature (2019). Bill as Introduced: S.69. Available online: <https://legislature.vermont.gov/Documents/2020/Docs/BILLS/S-0069/S-0069%20As%20Introduced.pdf>

# PROPOSED 2019 MAWD RESOLUTION #12

## Resolution to Limit Wake Boat Activities that Directly Cause Shoreline Erosion and Spread Aquatic Invasive Species

Submitted by: Riley Purgatory Bluff Creek Watershed District

**WHEREAS** watershed districts engage in conserving the state’s natural resources “by land use planning, flood control, and other conservation projects by using sound scientific principles for the protection of the public health and welfare and the provident use of the natural resources.” Minn. Stat. 103D.201, subd. 1;

**WHEREAS** wake boats driven in Minnesota lakes result in scouring of lake bottoms, disturbance of lake sediment and damage to aquatic plants, erosion of lake shoreline, disturbance of and damage to aquatic animals, and transfer of water in boat ballast tanks – many of which are not designed to drain completely or to be decontaminated – that results in transfer of aquatic invasive species (AIS) among Minnesota lakes;

**WHEREAS** opportunities to limit the water quality impacts of wake boats include: restricting where within and in what waterbodies wake boats are allowed; defining the depth of water in which wake boats are allowed to create a wake; and requiring wake boats to be designed, and existing boats to be modified, to enable complete drainage and decontamination of ballast tanks to stop the spread of AIS

**WHEREAS** the Minnesota Department of Natural Resources is engaged in an education campaign, "Own Your Wake - for Everyone's Sake," encouraging responsible boat use near shorelines, and also actively promotes state AIS law, requiring boat ballast tanks to be emptied by a shoreline or waterway before being transported;

**WHEREAS** other states have begun to regulate wake boat minimum distance from shoreline requirements and limit in what water bodies wake boating may take place; these regulations can serve as guidelines for regulations in Minnesota;

**THEREFORE, BE IT RESOLVED** that supports legislation to achieve one or more of the following:

- a) limiting wake boating to areas of lakes sufficiently distanced from shorelines to allow boat generated waves to adequately dissipate and lessen energy before coming into impact with lake shorelines;
- b) banning wake boats wakes in shallow lake areas where waves created by wake boats detrimentally impact sediment, aquatic vegetation, and aquatic habitat; and
- c) requiring new and existing wake boats to be able to completely drain and decontaminate their ballast tanks.

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**Notes:**

After discussion, the committee recommended the membership NOT vote in favor of this resolution as written for the following reasons:

- The study appears to have not been done by professionals, but a committee.
- Currently, boat safety issues are enforced by the DNR’s conservation officers and county water patrols. Watershed districts do not have any ability to enforce.



# **BACKGROUND INFO on PROPOSED RESOLUTION #13**

## **Additional State Funding to Watershed Management Organizations to Implement Flood Risk Mitigation Projects**

**Proposing District:** Ramsey-Washington Metro Watershed District  
**Contact Name:** Tina Carstens, Administrator  
**Phone Number:** 651-792-7960  
**Email Address:** tina.carstens@rwmwd.org

**Background that led to the submission of this resolution:**

The extreme wet year and the increase in heavy precipitation is causing watershed districts to spend significantly more time and resources to mitigate and prevent flooding. The Minnesota Twin Cities area has now reached the wettest year on record. The last 5 years have been the wettest 5 years ever. The last 10 years have been the wettest 10 years ever. The intensity of rain events is also increasing.

Watersheds across the state are faced with challenges in leading and supporting our partners on reducing the flood risk to our residents. Our established flood levels are outdated because of the changes in precipitation. Our infrastructure is undersized. Homes, roads, and properties are flooding and the cost to address these challenges is enormous.

The Ramsey-Washington Metro Watershed District alone is conducting feasibility studies that estimate tens of millions of dollars in new infrastructure needed to address the concern. While state funding is available, the need across the state outweighs the allocation of funds and often times metro and/or urban infrastructure needs do not reach a top priority project and therefore are not funded through existing state funding resources.

**Ideas for how this issue could be solved:**

First, Minnesota watershed management organizations could compile their needs for flood risk mitigation planning and projects similar to what has been done for water quality project needs for the Clean Water Fund. If state officials saw the need across the state, they would be able to justify a greater allocation.

Different funding resources for different kinds of flood risk mitigation would address the needs in the metro/urban areas. This is due to the built nature of the environment which makes it more difficult and more costly to implement projects. And then ultimately, the state dedicating more money to this need would allow watersheds and our local government partners to address this issue.

**Anticipated support or opposition from other governmental units?**

We would anticipate that watersheds across the state as well as our local government partners would be in favor of more financial support for flood risk reduction.

**This issue is of importance (Check one):**

To the entire State:   X    
Only our Region:             
Only our District:

# PROPOSED 2019 MAWD RESOLUTION #13

## Additional State Funding to Watershed Management Organizations to Implement Flood Risk Mitigation Projects

**WHEREAS**, watershed management organizations in partnership with other local units of government engage in working to control and/or alleviate damage from floodwaters;

**WHEREAS**, the Twin Cities metro area has measured the wettest precipitation year on record and is also experiencing the wettest 5- and 10-year period on record;

**WHEREAS**, watershed management organizations are experiencing impacts on our built and natural systems due to prolonged high-water levels and rain flood events;

**WHEREAS**, current public infrastructure in our urban, built up environments is not adequate to handle the increase in rainfall and the change in intensity of our rainstorms;

**WHEREAS**, the dollars required to address the watershed management organization and local units of government needs are considerably more than what is currently allocated for flood risk mitigation;

**WHEREAS**, the current funding parameters and prioritization make it difficult for metro area applicants to qualify for the dollars allocated for this purpose;

**NOW, THEREFORE, BE IT RESOLVED;** that MAWD supports additional state funding be allocated for watershed management organizations to implement flood risk mitigation projects with consideration given to a dedicated allocation for the Twin Cities metro area.

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**Notes:**

After discussion, the committee recommended the membership NOT vote in favor of this resolution as written for the following reason:

- Including a special allocation for the Twin Cities area furthers the divide between the rural and metro MAWD members that we are actively trying to close.

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## Memo

DATE: September 5, 2019  
TO: MAWD Board  
FROM: Mary Texer, Strategic Plan Committee Chair  
**RE: Proposed 2020-2022 MAWD Strategic Plan**

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### Introduction

As you read this report and the Strategic Plan that follows please note that the plan focuses on MAWD and its activities. At this point in time the shortened timeframe (3 years instead of a more traditional 5 to 10) reflects our work getting MAWD better situated to serve its membership as a whole. In order to create a plan with a longer timeframe the membership, not just the committee, needs to create a vision for the organization. This could be done as part of the Annual Meeting in 2020 or 2021.

The Strategic Plan focuses on the what we should be doing and not on how we will do it. After the Plan is accepted by the membership, specific “hows” will be developed along with assigning responsibility to various MAWD committees. This will promote accountability and measurability.

In any case the Strategic Plan needs to be reviewed and possibly revised annually to ensure it is a living document that meets the desires of the organization and not just a dusty tome on a shelf.

### Background

The MAWD Strategic Planning Committee met March 13, March 28 and April 15 at the offices of the Capitol Region Watershed District. Committee Members were:

- Craig Leiser, Manager, Browns Creek
- Daniel Money, Administrator, Two Rivers
- Dennis Kral, Manager, Pelican River
- Dick Ward, Manager, Riley Purgatory Bluff Creek
- Emily Javens, Executive Director, MAWD
- Mary Texer, Manager, Capitol Region
- Michelle Overholser, Administrator, Yellow Medicine
- Phil Belfiori, Former Administrator, Rice Creek
- Jackie Anderson, Manager, Comfort Lake Forest Lake

The committee reviewed the 2016-2019 Strategic Plan and determined that MAWD has accomplished all of the items in the current plan including:

- Split MAWD leadership duties into two positions – an Executive Director and a Lobbyist
  - Executive Director started full time on 1/1/2018
  - Lobbying Contract with Media and Government Affairs was secured through the 2017-18 biennium
- Provided more training opportunities for staff and managers
- Provided a regular presence at the Capitol and with state agencies, both in and out of session

- Provided regular communications on session activities
- Provided members with regular communications on legislative and state agencies' activities
- Developed a new MAWD website and social media presence
- Contracted for services to run the following events: Annual Meeting and Summer Tour
- Communicated training opportunities throughout the year
- Established a formal (permanent) MAWD office and contacted for administrative services at Capitol Region Watershed District
- Contracted for lobbying services for 2019-2020 Biennium

The 2018 Strategic Planning Committee decided that prior to developing the 2020-2022 Strategic Plan a new membership survey was needed. This survey was announced at the 2018 Annual Meeting and administered in December 2018/January 2019. The results of the survey were presented to and accepted by the MAWD Board at the February 2019 Board Meeting. The 2019 Strategic Planning Committee took the results of this survey and developed a Strategic Plan for 2020-2022.

Before crafting the Strategic Plan, the committee identified what they saw as MAWD's values. These are the guiding principles for MAWD's operations in all areas and are reflected in the Values Table below. This table was approved by the MAWD Board at its June meeting.

## MAWD Values

Category	Words	Consolidated Statement
How we treat each other and our membership	<ul style="list-style-type: none"> <li>• Integrity</li> <li>• Communication</li> <li>• Respect</li> <li>• In it together</li> <li>• Be fair</li> <li>• Shared knowledge/meetings</li> </ul>	We will treat all with integrity, respect, and fairness.
How we conduct our business	<ul style="list-style-type: none"> <li>• Relevance</li> <li>• Government Awareness</li> <li>• Protect good governance</li> <li>• Gather Stakeholder Input</li> <li>• Fiscally responsible</li> <li>• Independence</li> <li>• Present, discuss, agree on priorities</li> <li>• Collaboration</li> </ul>	We will conduct our business in a fiscally responsible, collaborative, and open manner.
What we want	<ul style="list-style-type: none"> <li>• Fishable Swimmable Drinkable</li> <li>• Quality</li> <li>• Protect</li> <li>• Enhance water quality in Minnesota</li> <li>• Advance land management practices that protect water quality and conserve soil resources</li> <li>• Promote water and land practices that enhance biodiversity</li> <li>• Seek government policies that enhance sound water management</li> </ul>	<p>We will promote and advocate for legislation and policies that</p> <ul style="list-style-type: none"> <li>• Enhance water quality in Minnesota</li> <li>• Advance land management practices that protect water quality and conserve soil resources</li> <li>• Promote water and land practices that enhance biodiversity</li> <li>• Enhance sound watershed management</li> <li>• Provide adequate and equitable drainage and flood damage reduction</li> <li>• Result in fishable, swimmable, and drinkable water for all</li> </ul>
How we approach problems	<ul style="list-style-type: none"> <li>• Science-based</li> <li>• Consider alternatives</li> <li>• Forward thinking</li> <li>• Problem solving</li> <li>• Analyze</li> <li>• Creative</li> <li>• Know priorities</li> <li>• Expertise</li> <li>• History of issues</li> <li>• Technical knowledge</li> </ul>	We approach water-based problems and issues using science-based analysis and available expertise.
How we share our knowledge	<ul style="list-style-type: none"> <li>• Educate citizens about water quality</li> <li>• Educate</li> <li>• Promote water stewardship</li> <li>• Community response</li> <li>• Community acceptance and endorsing</li> <li>• Respond to Issues</li> </ul>	<p>MAWD promotes and provides education for members and citizens that</p> <ul style="list-style-type: none"> <li>• Promotes good water stewardship</li> <li>• Educates about water quality</li> </ul>

Based on the above, the following is the Strategic Plan proposed for 2020-2022.

**PROPOSED MAWD Strategic Plan - DRAFT  
2020-2022**

**I. History & Purpose:** Minnesota Watershed Districts (WDs) were established with the Minnesota Watershed Act, M.S., Chapter 103 D in 1955. From inception it was felt that Minnesota WDs should be run by people somewhat removed from the political process, so they would be able to make tough and possibly unpopular decisions without a complete focus on political consequences. To facilitate this, it was agreed that the position of WD Manager would be appointed, rather than elected. Land use and zoning powers remained with elected city and county officials.

While the boundaries of WDs are determined by hydrologic lines of demarcation, rather than political boundaries, water does not follow political boundaries. The organizations are established by local petition to the Board of Water and Soil Resources (BWSR), a state agency. After filing of an establishment petition, the Board has the authority to establish a WD, define the boundaries, and appoint the first board of managers (Board) as defined under Minnesota Statutes 103D.101. All subsequent Board are appointed by the associated County Boards of Commissioners as defined under Minnesota Statutes 103D.311.

WDs responsibilities have changed from their original objectives of focusing solely upon water quantity. WDs have now assumed responsibility for a wide variety of water-related concerns, especially those related to water quality, including wetlands, wetland restoration, and groundwater management. The science associated with water quality and quantity issues continues to grow and as a result, awareness and application of these technologies is a significant consideration for WD Boards and staff.

Another important component of watershed work is engaging the public in its efforts through education, outreach, and cost-sharing grants.

WDs work with multiple state agencies, such as BWSR, Minnesota Department of Natural Resources, Minnesota Department of Health, Minnesota Department of Agriculture, and Minnesota Pollution Control Agency. They work with federal agencies, such as Natural Resources Conservation Service, United States Army Corps of Engineers, United States Department of Agriculture, United States Environmental Protection Agency and United States Fish and Wildlife Service. They also work with cities, counties, and such organizations as Soil and Water Conservation Districts (SWCDs) and regional governments, such as the Metropolitan Council. At all times a WD must be responsive to the community or communities they serve as well as citizen groups, which may from time to time seek assistance. This includes organizations, such as Lake Associations or Community Development organizations of many types.

To capitalize on watershed districts combined knowledge and to share information, the Minnesota Association of Watershed Districts (MAWD) was incorporated August 26, 1971.

**II. Core Values:**

- Integrity
- Communication
- Collaboration
- Relevance
- Science-based

**III. State Mandate:** Per Minnesota State Statute 103D.201 subdivision 1, WDs are “to conserve the natural resources of the state by land use planning, flood control, and other conservation projects by using sound scientific principles for the protection of the public health and welfare and the provident use of the natural resources.”

**IV. Mission:** MAWD provides relevant educational opportunities, information, training, and advocacy for WDs and Water Management Organizations (WMOs).

**V. Vision:** Establish MAWD as the leading resource and advocate regarding water and watershed management.

**VI. Strategic Planning Committee Membership and Intent:** The purpose of the Strategic Plan is to establish goals to move MAWD to achieving its Mission and Vision.

The MAWD Board of Directors (BOD) determined that the effective membership of this committee should consist of a

- A Chair from the MAWD Board of Directors,
- Three (3) WD or WMO Managers representing the three MAWD Regions of the state
- Three (3) current WD or WMO Administrators (MAWA) also representing the three MAWD Regions of the State

The Strategic Planning Committee is charged to develop a Strategic Plan every three (3) years with annual reviews and updates in the intervening years. The first Strategic Plan covered 2016 through 2019; the second Strategic Plan covers from 2020 through 2022. Each Strategic Plan will be presented to the MAWD BOD for comment and to the membership for approval at the annual meeting.

## **VII. Strategic Goals**

Based on input from the MAWD membership via a membership survey taken in December 2018, goals need to focus in three (3) areas:

- Education and Training
- Communication and Collaboration
- Lobbying and Advocacy

MAWD activities will be done in support of these focus areas.

### **Education and Training**

Activities in this area address the education and training needs of Board Managers, Administrators, and staff. MAWD will partner with such agencies and organizations as BWSR, SWCDs, and the University of Minnesota to offer timely and affordable educational opportunities. This includes new incumbent training in the three target groups.

Ongoing activities include:

- Continue to partner with other agencies and organizations to offer timely and affordable educational opportunities.
- Continue to expand training to MAWD members to engage with their elected officials. This includes State and Federal Representatives and Senators as well as local officials.

New initiatives include:

- Identify and advertise online/eLearning courses and training opportunities.

### **Communication and Collaboration**

Activities in this area focus on keeping MAWD membership informed of developments with water issues and collaboration between MAWD and other agencies and groups.

Ongoing activities include:

- Continue to expand MAWD's social media presence to increase visibility and impact.
- Continue to improve communications to MAWD members regarding MAWD's legislative efforts and general advocacy. This would be done prior to, during, and after the legislative session.
- Continue weekly video and written updates during the session and periodically off session.

New initiatives include:

- Expand MAWD's presence in the press with the goal of educating the public about water organizations and their activities.
- Post official MAWD documents in such a way as to increase accessibility by MAWD members.
- Post the WD Handbook on line in a more searchable format that is easier to update and reference.
- Post reports from individuals representing MAWD on various state boards on the MAWD website after each meeting. This includes, but is not limited to:
  - BWSR Board
  - Clean Water Council
  - Water Roundtable
  - Drainage Work Group
- Publish quarterly financial reports to promote financial transparency between MAWD and its membership.
- Develop brochures and handouts in the following areas:
  - Annual legislative agenda
  - Benefits of watershed management
  - How to form a WD

### **Lobbying and Advocacy**

Activities in this area focus on lobbying on issues the membership identifies in their legislative agenda and advocating for MAWD and water organizations. These activities take place year-round and not just during the legislative session.

Ongoing activities include:

- Continue work to establish MAWD as a leadership organization – the experts with regard to water management.
- Continue to improve and increase the effectiveness of the MAWD legislative agenda preparation and lobbying activities.
- Continue to actively collaborate with State Agencies and other organizations as appropriate on legislative issues.
- Continue to actively support watershed management and the formation of new watershed organizations.

New initiatives include:

- Establish regional chapters in Regions I and II to promote more local information sharing and education.
- Implement MAWD's Sunset Policy for resolutions.
- Ensure that legislative positions are in alignment with the MAWD mission, vision, and core values.
- Develop State and Federal Policy statements that reflect MAWD's legislative positions and post these on the MAWD website.





# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday November 20, 2019

### **Agenda Item**

#### **Item 6. B. - Remote meeting participation**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

Heidi Harvey from Tierney and I met with staff from Carver County to discuss work that the LMRWD would like to have performed at the Carver County Government Center. The County is amenable to the LMRWD proposal and in fact are going to configure the system so that they too can have County Commissioners attend meeting from a remote location. This is not expected to reduce the cost to the LMRWD since there will be two separate audio systems. The County televises its Board meetings and they have a person in the control room to operate the system and the camera angles. The LMRWD system will not require anyone in the control room and all operations for the District will occur from the laptop in the Board Room. The County will leave one camera focused on the room, so the entire room can be seen, on the days the LMRWD meets.

The County will provide an agreement between the LMRWD and the County for the system to be set up. They will also check to see what is happening with Carver County WMO and its plans to adjust boundaries. If the County petitions to withdraw from the LMRWD and have the WMO take over LMRWD properties, then the LMRWD will likely need to find another meeting location, since the Carver County Government Center will no longer be within the LMRWD boundaries.

The County asked Tierney to consult with the designer of its audio/visual system to make sure what is being proposed is compatible from the current configuration. Tierney spoke with the designer of the County's system and has updated the cost estimate it provided to the LMRWD. The cost increased in order to account for time needed to coordinate with the County's A/V designer to ensure the system works properly after the additional equipment is added to allow the LMRWD to tie into the County's system. A revised proposal is attached for the Board to review.

### **Attachments**

Revised AV Proposal from Tierney

### **Recommended Action**

No action recommended



1771 Energy Park Dr. Suite 100  
St. Paul, MN 55108  
800.933.7337  
info@tierneybrothers.com  
www.tierneybrothers.com



# PROPOSAL

**Design & Integration by Tierney**

---



THANK YOU  
FOR CONSIDERING US!

Tierney has been in the business of helping our partners improve their communication and tell their unique stories for over forty years. The only way to accomplish this is to listen to our customers needs, provide consultation based on our experience, and deliver on our promise. We strive to be a valued and trusted partner to your organization, not simply a supplier.

On behalf of our entire team at Tierney, we truly appreciate the opportunity to work with you on delivering your vision and supporting you each step of the way. Our success is dependent on your success.

Robert T. Gag  
CEO



Tuesday, November 12, 2019

Linda Loomis  
Lower Minnesota River Watershed District

**Proposal for Audio-Visual Service**

**RE:** Web Conferencing Addition to the Carver County Boardroom

**Opportunity Number:** 22611 R1

### Scope of Integration Services

Summary of Work to be completed by Tierney Brothers, Inc. at **600 E 4th St, Chaska, MN 55318**.  
(Please initial if address is correct or provide correct address. \_\_\_\_\_ )

Tierney has provide two different quotes for the addition of web conferencing to meet the needs of the Lower Minnesota River Watershed District to allow for remote participation during meetings.

The quotes have been tailored to provide the ability for the remote participants to see and hear the people that may be speaking in the boardroom and for the people in the boardroom to see and hear the remote participants.

The quotes have been designed to make the system as easy to use as possible, to minimize set-up time and to work on the owner's software based video conferencing platform. The solutions have also been designed to work with multiple software based platforms (such as Skype for Business, WebEx, Zoom, Go to Meeting, etc.) so the owner does not need to change out equipment should the District change the preferred platform in the future.

**Quote 169300: A - Web Conferencing Addition to the Carver County Boardroom R1**

On behalf of the Lower Minnesota River Watershed District, in the Carver County Boardroom, Tierney will provide a web conferencing solution that will integrate the existing presentation audio, microphone audio, and video sources (camera and/or presentation) into the lectern for connectivity into an owner provided laptop for owner configured software based web conferencing applications such as WebEx, Skype for Business, Go to Meeting, Zoom, etc.

The Program Output from the existing Blackmagic production video switcher that is currently going to the Blackmagic UltraStudio will be DA'd with a new HD-SDI feed being run to the rack that is in the nook adjacent to the dais. A new Blackmagic WebPresenter will be installed in that rack. The WebPresenter will be outfitted with the faceplate that has an integrated video display so the owner can see what is being sent to the laptop at the lectern without having to access the control room. The WebPresenter will also get an audio feed from the existing Biamp audio processor that is in the control room. Tierney will configure the Biamp unit for the new output which will mimic what is being sent to the recorder in the control room.

The quote includes Tierney configuration coordination with Bob Osgood who had previously performed the configuration of the audio system which involved detailed timing programming within the existing Biamp processor. This will ensure that the audio system in the room continues to operate as before, even with the additional equipment added to the system.

The system will utilize the existing audio and projection system in the boardroom so the person standing at the lectern can show their laptop on the projection screen in the room. This would allow them to show a remote participant to people in the room. The person at the Lectern would use the existing HDMI (or VGA) cable that is already at the lectern.

A site walk has been done in an attempt to confirm cable pathways in the room. It has been assumed that there is the capability to pull cables to the needed locations. If it is found that is not the case, Tierney shall coordinate with the owner to create a solution which may require a billable change order.

As this upgrade will not be controlled by the existing control system in the room, Carver County will not need to provide the existing program for the control system. The control of the camera selection and what image is to be shown in the web conferencing will be done using the touch screen in the room, preferably with a preset that the owner has worked out with the County prior to the start of any meetings.

This quote does not include any integrated audio conferencing through the County's phone system. All communication with remote participants would be through the Web Conferencing application.

**Quote 169301 B – Remote Locations R1**

This quote is for Tierney to provide a single HD Webcam and personal Speakerphone for the remote person to use during an owner provided laptop and conference platform such as Skype for Business, WebEx, Zoom, Go to Meeting, etc.

The webcam has been chosen as it has an enhanced processor to work great in low light or bright sunshine conditions.

The remote person simply places the webcam on top of their laptop or PC display and places the speaker phone on top of their desk surface. Both devices are connected into the owner's computer/laptop via USB. After the computer/laptop recognizes the devices, the owner then can use them for the conference call.

Please note that the quality of the call for the remote locations will be determined by the network conditions at each of the locations. The quotes cannot mitigate any call quality issues that may be affected by the remote location's bandwidth, the client's laptop issues and/or network speed.

Both of the above quotes utilize the State Contract pricing for equipment and labor rates.

**Customer Expectations:**

If multiple rooms were quoted, installation pricing for this proposal assumes that all quotes will be signed off on and installed at the same time. If one or more of the quotes in this proposal are not approved, existing quotes will need to be revised to reflect those changes and additional charges may apply. Equipment locations such as closets, or cabinetry may require additional venting, or in some cases dedicated cooling units to keep equipment operating at standard temperatures.

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact us at your convenience at 612-331-5500. Our fax number is 612-331-3424.

Proposal Prepared By:  
Sales Representative - Heidi Harvey  
Systems Engineer - Gary Mansfeldt

Please initial to acknowledge and authorize the Scope of Integration Services presented here. \_\_\_\_\_



# Quote

#169300

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
 www.tierneybrothers.com

11/12/2019

**Bill To**

Linda Loomis  
 Lower Minnesota River Watershed District  
 6677 Olson Memorial Highway  
 Golden Valley MN 55427

**Ship To**

Linda Loomis  
 Lower Minnesota River Watershed District - Carver County  
 Government Center  
 600 E 4th St  
 Chaska MN 55318

**Memo:**

A-Web Conferencing Addition R1

Expires	Sales Rep	Contract	Terms
2/10/2020	209 Heidi Harvey		Net 30

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	A - Web Conferencing Addition to the Carver County Boardroom R1							
	-----Video Equipment-----							
1	<b>BMD-BDLKWEBPTR</b> Blackmagic Design Web Presenter	Black Magic	\$520.33	\$520.33	\$460.47	\$460.47	13%	Broadcast Video and Production
1	<b>BMD-CONVNTRM/YA/SMTPN</b> Blackmagic BMD-CONVNTRM/YA/SMTPN Teranex Mini - Smart Panel	Black Magic	\$89.34	\$89.34	\$79.07	\$79.07	13%	Broadcast Video and Production
1	<b>BMD-CONVNTRM/YA/RSH</b> Blackmagic BMD-CONVNTRM/YA/RSH Teranex Mini - Rack Shelf	Black Magic	\$89.35	\$89.35	\$79.07	\$79.07	13%	Mounting Hardware
1	<b>CONVMSDIDA</b> SDI Distribution Amplifier Mini Converter	Black Magic	\$204.98	\$204.98	\$181.40	\$181.40	13%	Broadcast Video and Production
1	<b>60-1471-12</b> USB Extender Plus T - Transmitter	Extron	\$389.85	\$389.85	\$345.00	\$345.00	13%	Video Conferencing
1	<b>60-1471-13</b> USB Extender Plus Series	Extron	\$389.85	\$389.85	\$345.00	\$345.00	13%	Video Conferencing
1	<b>60-1491-12</b> DTP T HD2 4K 230 DTP Transmitter for HDMI with Input Loop-Through	Extron	\$446.35	\$446.35	\$395.00	\$395.00	13%	Video Conferencing
1	<b>60-1271-13</b> HDMI Twisted Pair Extender - Rx	Extron	\$265.55	\$265.55	\$235.00	\$235.00	13%	Broadcast Video and Production
	-----Other Equipment and Services-----							
150	<b>RG59-CCTV-PL-BLK</b> Liberty Brand CCTV Coaxial Cables	Liberty	\$0.39	\$58.50	\$0.349	\$52.35	12%	Cabling



169300



# Quote

#169300

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
 www.tierneybrothers.com

11/12/2019

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
150	<b>24-4P-PL6-EN-BLK</b> Plenum CAT6 1000ft reel	Liberty	\$0.30	\$45.45	\$0.269	\$40.35	13%	Cabling
1	<b>USB2-AB-6ST</b> USB 2.0 A Male To B Male Cable 6ft.	Comprehensive	\$2.44	\$2.44	\$2.16	\$2.16	13%	Cabling
1	<b>USB2-AB-3ST</b> USB 2.0 A Male To B Male Cable 3ft.	Comprehensive	\$2.19	\$2.19	\$1.94	\$1.94	13%	Cabling
150	<b>24-4P-L6SH-BLK</b> Black Category 6 F/UTP EN series 23 AWG 4 pair shielded cable	Liberty	\$0.30	\$45.00	\$0.27	\$40.50	11%	Cabling
2	<b>MHD18G-3PROBLK</b> MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 3ft	Comprehensive	\$13.62	\$27.24	\$12.02	\$24.04	13%	Cabling
1	<b>Minnesota State Contract - Associated Hardware</b>		\$500.00	\$500.00				
4	<b>Minnesota State Contract - Design / Engineering</b> Professional/Technical Design Service; Engineering and Design *Pricing includes \$1,500 Design Fee		\$120.00	\$480.00				
10	<b>Minnesota State Contract - Project Management</b>		\$90.00	\$900.00				
2	<b>Minnesota State Contract - In-House Installation</b>		\$90.00	\$180.00				
18	<b>Minnesota State Contract - On-Site Installation</b>		\$95.00	\$1,710.00				
6	<b>Minnesota State Contract - Programming and Configuration</b> Professional/Technical Design Service; Programming and Configuration		\$120.00	\$720.00				
1	<b>Minnesota State Contract - Subcontractor Installation</b>		\$660.00	\$660.00				
1	<b>Minnesota State Contract - Maintenance / Service (Std 1 yr)</b> Maintenance / Service; Standard One Year Installation Warranty		\$599.00	\$599.00				



169300



# Quote

#169300

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
(612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
www.tierneybrothers.com

11/12/2019

<b>Subtotal</b>	\$8,325.42
<b>Tax (7.375%)</b>	\$619.70
<b>Shipping Cost</b>	\$77.23
<b>Total</b>	\$9,022.35

To accept this quotation, sign here : \_\_\_\_\_

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

Standard Times for Delivery from Receipt of PO\*:

- Stocked Product Equipment Only Sales - Three to Five Business Days
- Non-Stocked Product Equipment Only Sales - Ten to 14 Business Days
- Integration Projects - Two to Eight Weeks

\*All days include time in transit and assume product is not on back order with the manufacturer.







# Quote

#169301

1771 Energy Park Drive, Suite 100, St. Paul, MN 55108  
 (612) 331-5500 | (800) 933-7337 | Fax (612) 331-3424  
 www.tierneybrothers.com

11/12/2019

**Bill To**

Accounts Payable  
 Lower Minnesota River Watershed District  
 112 East 5th Street  
 Suite 102  
 Chaska MN 55318

**Ship To**

Linda Loomis  
 Lower Minnesota River Watershed District - Carver County  
 Government Center  
 600 E 4th St  
 Chaska MN 55318

**Memo:**

B - Remote Locations R1

Expires	Sales Rep	Contract	Terms
2/10/2020	209 Heidi Harvey		Net 30

Qty	Item	MFG	Price	Ext. Price	Cost	Ext Cost	Markup %	Category
	B - Remote Locations R1							
	-----Video Equipment-----							
1	<b>960-001105</b> Logitech BRIO Webcam - 90 fps - USB 3.0 4096 x 2160 Video - Auto-focus - 5x Digital Zoom - Microphone - Notebook	Logitech	\$170.37	\$170.37	\$150.77	\$150.77	13%	Video Conferencing
	-----Audio Equipment-----							
1	<b>Integration Item</b> 910159001 CHAT 50 Personal USB speakerphone: Includes CHAT 50 USB 20. Cable Quick-Start Guide	ClearOne	\$105.93	\$105.93	\$93.74	\$93.74	13%	Video Conferencing

**Subtotal** \$276.30

**Tax (7.375%)** \$21.73

**Shipping Cost** \$18.40

**Total** \$316.43

To accept this quotation, sign here : \_\_\_\_\_

Please reference this quote number on your purchase order.

Please inspect product upon delivery. State of Minnesota Contract Return Policy will apply.

Standard Times for Delivery from Receipt of PO\*:

- Stocked Product Equipment Only Sales - Three to Five Business Days
- Non-Stocked Product Equipment Only Sales - Ten to 14 Business Days
- Integration Projects - Two to Eight Weeks

\*All days include time in transit and assume product is not on back order with the manufacturer.





1771 Energy Park Dr. #100, St. Paul, MN 55108  
800.933.7337 | info@tierneybros.com

***Tierney Brothers One Year On-site Warranty Coverage Program  
Designed for:  
Lower Minnesota River Watershed District***

**Terms and Conditions**

Tierney Brothers, Inc. warrants the installation you have purchased from Tierney Brothers, Inc. from defects in materials and workmanship, under normal use, during the One Year Warranty period. Normal use is defined as operating the system within its designed specifications. The warranty period commences on the date of customer signoff, at the completion of the install by Tierney Brothers, Inc.

During the warranty period, Tierney Brothers, Inc. will first work to resolve any problems by troubleshooting over the phone. If Tierney Brothers, Inc. Support Specialists determine that the issue cannot be resolved over the phone, a Technician will be dispatched to your location(s) within 24 - 48 hours of the original call (Monday through Friday 8:00am – 5:00pm, excluding national holidays). If service is required after the One Year Warranty period has expired, the customer will be billed at Tierney Brothers, Inc. current labor rates. If the customer has purchased a Tierney Brothers, Inc. Extended Maintenance Agreement, that will commence at the end of the One Year Warranty. If you would like additional information regarding Tierney Brothers, Inc. Extended Maintenance Agreements, please contact your Tierney Brothers, Inc. Sales Representative at 612-331-5500.

**Obtaining Warranty Service**

To obtain warranty service, you must contact a Tierney Brothers, Inc. Support Specialist at 612-331-5500 or by email at support@tierneybrothers.com. The model and serial number on failed equipment may be required when requesting warranty service (if applicable). The customer will be required to describe the nature of the failure, and may be required to perform other failure identification or isolation activities while working with the Support Specialist over the phone. An on-site visit will be performed only if it is deemed by Tierney Brothers, Inc. Support Specialists that the issue can't be resolved over the phone.

**Limitations of coverage**

The following items are excluded from coverage under the warranty:

- a. Equipment that has been removed or reinstalled in a different location
- b. Damage or other equipment failure due to causes beyond our control including, but not limited to, operator negligence, the failure to maintain the equipment according to the owner's manual instructions, abuse, vandalism, theft, fire, flood, wind, freezing, power failure, inadequate power supply, acts of war or acts of God.
- c. Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used.
- d. One Year Onsite Warranty covers all hardware related failures, network or software related failures are not covered under Tierney Brothers, Inc. One Year Onsite Warranty.
- e. Operational or mechanical failure which is not reported prior to expiration of this contract.
- f. Equipment where the serial plate attached to the equipment is removed, defaced or made illegible.
- g. Damage resulting from unauthorized repair, software virus, improper electrical wiring and connections.
- h. Existing Owner Furnished equipment.
- i. Lift and Scaffolding rental is not included.

This maintenance contract refers to:

**Web Conferencing Addition to the Carver County Boardroom  
22611 R1**

I have read, understand and agree to the above terms and conditions per the plan elected.

Authorized Signature: \_\_\_\_\_

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

Plan Type: \_\_\_\_\_



1771 Energy Park Dr. #100, St. Paul, MN 55108  
800.933.7337 | info@tierneybros.com

Lower Minnesota River Watershed District  
Web Conferencing Addition to the Carver County Boardroom  
22611 R1

### Proposal Summary

*Please Check the Quotes Intended for Purchase Order*

#### **onferencing Addition to the Carver County Boardroom R1**

State Contract Total:	\$	9,022.35	
Non Contract Total:	\$	-	
<b>Proposal Total:</b>	<b>\$</b>	<b>9,022.35</b>	<input type="checkbox"/>

#### **B - Remote Locations R1**

State Contract Total:	\$	316.43	
Non Contract Total:	\$	-	
<b>Proposal Total:</b>	<b>\$</b>	<b>316.43</b>	<input type="checkbox"/>

<b>Project Total:</b>	<b>\$</b>	<b>9,338.78</b>	
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# PROJECT PROPOSAL

# CONTENTS

**SECTION 1** | **BECOMING YOUR PARTNER**

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**SECTION 2** | **WE DESIGN YOUR WORLD**

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**SECTION 3** | **SIMPLE FACTS ABOUT US**

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**SECTION 4** | **STEP BY STEP**

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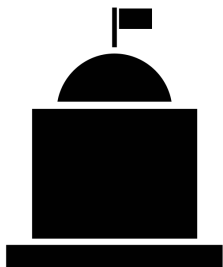
**SECTION 5** | **HELLO WE WOULD LOVE TO MEET**

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**SECTION 6** | **PROJECTS**

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**SECTION 7** | **TERMS & CONDITIONS**



**OUR**

# MISSION

Provide our customers with the most suitable, reliable and advanced interactive solutions to inspire collaboration and improve performance.

# 1 | BECOMING YOUR PARTNER

## IT'S WHAT WE ARE HERE FOR

Our years of experience across all vertical markets has developed our insights into trends, best practices, and best in class solutions for your technology initiatives.



**Earn  
Your Trust**



**Provide  
Solutions**



**Ongoing  
Support**

Our goal is to be a trust partner, viewed as an experienced and valuable member of your team.

# WHY WORK WITH AN INTEGRATOR

## STRATEGY

- Consultation with your team to determine vision
- Establish your organizations design standards
- Create a solution that is scalable and forward thinking

## DESIGN

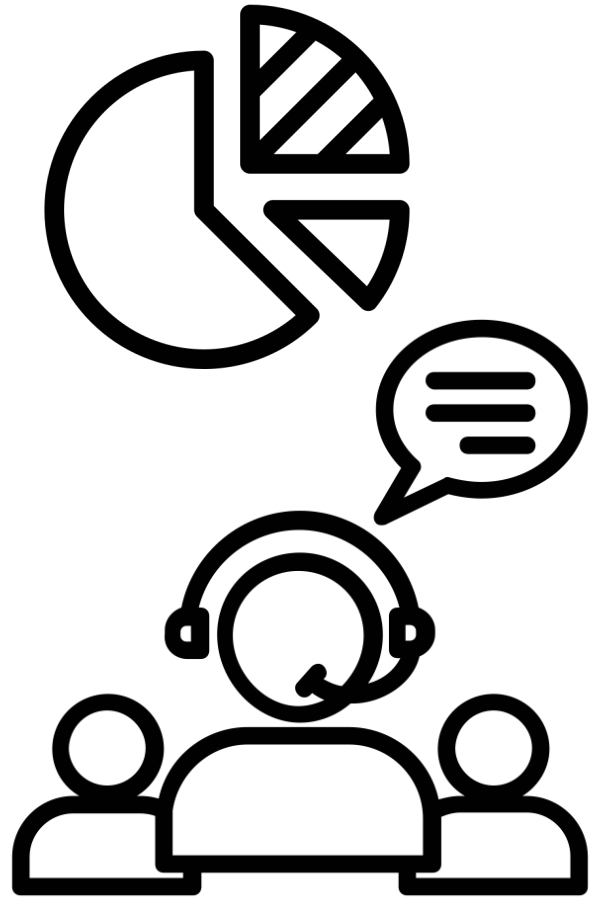
- We employ industry certified design engineers
- The design engineer is part of your team, working with your Account Executive
- A solution based on your desired scope will be created using industry leading manufacturers and practices

## INTEGRATION

- Our teams of industry and state certified installers will ensure a professional installation
- A dedicated project manager will be assigned to your project to oversee the implementation from start to finish
- Upon completion of the project you will receive a full set of schematic drawings and any programming source code that was used

## TECH SUPPORT

- Tierney provides unrivaled support with our easy to access helpdesk
- We utilize industry leading software to manage our service and support
- Our dedicated service team is the largest in the market and maintains their industry certifications to enable quick resolution to any service needs



---

We are driven by creating experiences that deliver results for your business, your employees, or your students.

2

# WE DESIGN YOUR WORLD

... WITH BEST PRACTICES IN MIND

## INTEGRATION IS OUR PLAYGROUND

---

Tierney's vast years of experience designing technology solutions for every market has shaped our award winning design philosophy. We use industry leading manufacturers and design with the future in mind. We listen to your current needs and design a system that allows for growth to the next logical step in your users technology growth. We also design to keep the user experience consistent from room to room and location to location.



# SHORT PRESENTATION OF OUR SERVICES

And we can do more!

As a true collaborative partner to you and your organization, we not only work hard to understand your needs but also to change with you and develop services that can help fill gaps with in your organization.



## STRATEGY

We are committed to developing and maintaining long-term partnerships with our customers and suppliers leading to solutions that are responsive to our customers' needs



## MANUFACTURERS

Tierney is committed to actively pursuing new products or services to best serve our customers.



## SYSTEMS

Tierney offers full systems installation and integration of all the products we offer. We have made it our goal to be the most qualified, full service integration team in the Midwest.



## TECH SUPPORT

Service is a core value at Tierney. That's why we do repairs in our service center rather than shipping them to the manufacturer.



## AV SOLUTIONS

Tierney offers full system design, installation and integration.



## PROFESSIONAL DEVELOPMENT

Ongoing professional development is key to successful tech integration. Our PD team has the resources and experience to support your schools.



We are driven by creating experiences that deliver results for your business, your employees, or your students.

3

# SIMPLE FACTS ABOUT US

## WE ARE FULLY CAPABLE OF HANDLING YOUR NEEDS



Whether we are designing a small huddle space in your local office, a classroom or learning environment, or designing your new corporate headquarters somewhere around the country, we have you covered. From sales and design to implementation and ongoing support, our team of 150+ professionals value your partnership and work diligently to maintain your trust.

### OUR COMPANY IN NUMBERS

175+ 

wonderful people working as a team

42 

beautiful years of achievements

10,000+ 

successful projects completed

### RECENT AWARDS



**AVIXA Certification**  
AV Provider of Excellence

**WINNER / 2017 & 2016**  
**BEST A/V Company**  
TCB Magazine

**WINNER / 2018**  
**FAST 50 AWARD**  
Twin Cities Business Journal

# 4 | STEP BY STEP

**FROM START TO FINISH, WE TAKE YOUR IDEAS AND TURN THEM INTO REALITY**

## OUR APPROACH

Nobody knows your business better than you. You have goals and a vision, and our role is to listen, consult, and make that vision come to life.

.....

Tierney has over forty years experience to draw from in the technology space. We pride ourselves on our comprehensive approach to make sure that we have taken all of the "unknowns" into account.

## WHAT IS IMPORTANT

- Budget
- Timeline
- How do you currently work vs. how you would like to work
- Reliability and ease of use

# NECESSARY STEPS TO PERFECTION

This walk we will do together!

## PROJECT DEFINITION



We will sit down with your stakeholders to consult and develop your strategic goals for your investment.

## STRATEGY & STRUCTURE



We will listen and develop an appropriate technology plan to meet current needs while allowing for future growth.

## DESIGN



Tierney industry certified design engineers will research and build a solution to reliably achieve your project goals.

## ONSITE DEVELOPMENT



Tierney project managers will work with you or your contractors to ensure the site is ready for installation and can support your newly integrated technology.

## TESTING



Our installation professionals will build and test your system (many times this can be done in our production facility) to ensure a reliable performance.

## LAUNCH



When the time is right to launch your new technology to your organization, Tierney will assist in training and providing materials to ease your staff into a more productive workplace.

5

HELLO!

WE WOULD LOVE TO MEET



For those of you that we have had the opportunity of working with in the past, THANK YOU for your partnership and trust in us. Our entire organization is grateful.

For those of you that are new to Tierney and considering us as a technology partner moving forward, we appreciate the opportunity and invite you to come and meet our wonderful team. Our new offices are a working showroom of some of the latest technologies being installed today, from conferencing to digital communications, interactive to collaborative, and much more.

The following page is a snapshot of “your team”, some of the folks that have been engaged on your project thus far.

# THE BEST IN THEIR BRANCH

You will be amazed

## HEIDI HARVEY



### SALES REP

Industry certified with 15+ years experience in technology consultation to help you navigate your technology initiative.

## DARRICK KNUTSON



### ENGINEER

Industry certified with 13 years of audio visual design experience. Providing highly reliable system designs with thoughtful functionality in mind.

\*A dedicated engineer will be assigned to your specific project

## TRENT FETTIG



### PROJECT MANAGER

Industry certified with 13 years of experience in site preparation, scheduling, communication, and change management.

\*A dedicated project manager will be assigned to your specific project

## ALYSSA MEIERBACHTOL



### SALES COORDINATOR

Experienced SC providing a single point of contact for client communication in regards to purchase orders, invoices, deliveries, and project schedules.

## SEVILLA ANDERSON



### TECH SUPPORT

Industry certified with three years of providing our clients ongoing support of any service, warranty, or preventative maintenance support they may need.

## KYLEEN DONAHUE



### DIGITAL SIGNAGE

Industry certified with 17 years of technology experience relating to hardware, software, content creation, deployment, and consultation as needed for your digital communication.

6

# PROJECTS

## SOME OF OUR INSPIRED PROJECTS



### Factory Motor Parts

#### WHAT WE DID:

- ✓ Research & Consultation
- ✓ Design
- ✓ Project Management
- ✓ Installation

### FMP

The FMP Partners Network is the independent service centers' connection to all the parts, tools and technology you need to take your shop to the next level. This program is designed exclusively for independent shops.

#### COMMISSIONED 2018

Research | Design | Programming



# SOME OF OUR INSPIRED PROJECTS

Take a look at our recent work



## McNamara Alumni Center COMPANY INSTALLATION

In continued efforts to maintain its level of bold and beautiful standards the McNamara center partnered with Tierney to install and upgrade the center's digital needs.

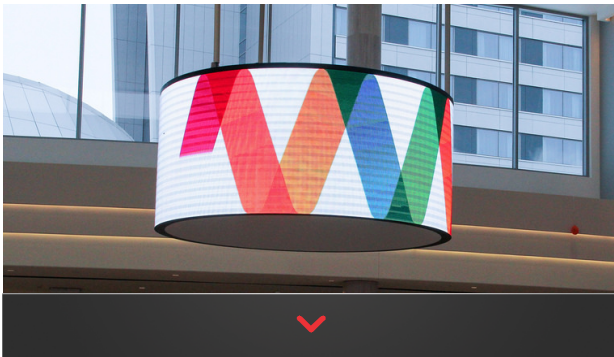
**LINK:** [www.first-project.com](http://www.first-project.com)



## Rihm Kenworth COMPANY INSTALLATION

Tierney partnered with the company to design and implement their Audio Visual systems, as well as a portion of their internal and external signs and graphics for both of their new buildings.

**LINK:** [www.first-project.com](http://www.first-project.com)



## Mall Of America COMPANY INSTALLATION

Tierney helped Mall of America accomplish this goal by providing two NanoLumens NanoWrap hanging "Halo" signage displays in two separate atrium areas within the most recent addition to the space.

**LINK:** [www.first-project.com](http://www.first-project.com)



## Magnet 360 COMPANY INSTALLATION

Working alongside Salesforce for 14 years, Magnet360 has gained deep expertise across all Salesforce products, and uses the knowledge to ensure our customers extract the full potential out of the platform.

**LINK:** [www.first-project.com](http://www.first-project.com)



# MAINTENANCE & SERVICES OPTIONS

In case you want more.

## 01 Support Contracts

- Customized Support Options
- Access to Support Portal
- Preventative Maintenance Check(s)
- Dedicated Support Specialist
- Next Day Onsite Support
- Manufacturer Repair Assistance
- Meeting Support

## 02 Onsite Support

- Six Trained Technicians available for onsite support
- Ten Trained Installers
- Standard and Emergency support available
- Meeting Support
- Preventative Maintenance Check(s)
- Loaner Equipment

## 03 Lifeline and Repair Service

- Unlimited Phone and Email Support
- Six Trained Support Specialists
- In House Warranty Evaluations
- In House Repair Services
- Product Provisioning
- Programming Assistance

Contact your rep for a quote on added maintenance and service options.



PRODUCT  
PROVISIONING



SUPPORT  
PORTAL



PHONE/EMAIL  
SUPPORT



REPAIR  
SERVICES



SUPPORT  
CONTRACTS



CUSTOMER  
SATISFACTION  
(NPS)

# TERMS & CONDITIONS



## BECAUSE TIME IS MONEY

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- 1. Entire Agreement.** These Terms and Conditions apply to the Sales Order (the "Order") and shall constitute the entire agreement (the "Agreement" or "Terms and Conditions") of Tierney Brothers, Inc. ("Seller") and Buyer with respect to the subject matter hereof. These Terms and Conditions are controlling and shall supersede any prior or contemporaneous agreements, understandings or representations, oral or written, relating to the subject matter hereof. These Terms and Conditions shall govern in the event of any conflict between these Terms and Conditions and any provision contained in any subsequent Sales Order or Purchase Order or otherwise, the terms of which, whether conflicting, supplemental or otherwise, are expressly rejected.
- 2. Shipment, Title and Risk of Loss.** Unless otherwise agreed in writing, or pursuant to a Buy and Hold transaction, title and risk of loss pass from Seller to Buyer upon receipt of shipment from Seller. Seller is responsible for damage that occurs during shipment to the customer (FOB Destination), unless the customer has arranged the shipping contract with their own provider. If the buyer has arranged their own shipping method, the buyer would assume responsibility and ownership of the goods once the shipment is picked up at the Seller's location (FOB Origin). Unless otherwise agreed in writing, the method of shipment will be at Seller's discretion. Any delivery or shipment date is an estimate only.
- 3. Payment.** For accounts where credit has been established, terms are net 30 days following the date of invoice. Amounts not paid in full within 30 days of date of invoice will be subject to a service charge of 1% per month on the unpaid balance to be included on each month's statement until paid in full. Payment options are EFT or check.
- 4. Taxes and Other Charges.** In addition to any price provided in this Agreement, Buyer shall be liable for any tax, fee or other charge imposed on Seller at any time upon the sale and/or shipment of the products sold hereunder, now imposed by federal, state, municipal or any other governmental authorities or hereafter becoming effective for or during the period hereof.
- 5. Cancellation or Default by Buyer.** This Order may not be cancelled in whole or in part by Buyer except with Seller's written consent. If at any time, in Seller's opinion, Buyer's credit is impaired, or if Buyer shall fail to pay to Seller any amount when due, under this or any other agreement, or if at any time Buyer shall indicate an intention to refuse to perform its obligation hereunder, Seller may at its option terminate this Agreement with respect to further shipments and all obligations of Buyer with respect to shipments previously made shall become immediately due and payable. In the event of such termination, Buyer shall remain liable to Seller for any and all loss or damage sustained due to Buyer's default. The Buyer's Liability, at the time of cancellation would be greater than or equal to 10% of the total of the order.
- 6. Customized Goods.** In the event that the Order is for customized products or specially manufactured goods, or for products that Buyer customizes after receipt of the products, the Tierney Brothers, Inc. Customized Product Sales Form shall be completed, attached hereto, and incorporated into these Terms and Conditions.
- 7. Bill and Hold Transaction.** In the event Buyer has requested that Seller bill and hold the products pursuant to the Order, the Tierney Brothers, Inc. Bill and Hold Agreement shall be completed, attached hereto, and incorporated into these Terms and Conditions.
- 8. Force Majeure.** Seller shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by any event beyond its reasonable control, including, without limitation, accident, fire, actual or threatened strike or riot, explosion, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, compliance with any law, regulation or order, acts of God or public enemy, prior orders from others, or limitations on Seller's or its suppliers' products or marketing activities or any other cause or contingency beyond Seller's control.

9. **Limitation on Warranty and Remedies.** Seller warrants those products manufactured by it against defects caused solely by faulty assembly for 30 days after delivery. All other products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Tierney Brothers or the manufacturer. Buyer's exclusive remedy, if any, under these warranties is limited, at Tierney Brothers' election, to any one of (a) refund of Buyer's purchase price or (b) replacement of any such product. Buyer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO SELLER BY OR ON BEHALF OF BUYER. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER. SELLER SHALL UNDER NO CIRCUMSTANCES, WHETHER FOR A FAILURE OF ITS LIMITED REMEDY OR OTHERWISE, BE LIABLE TO BUYER OR OTHERWISE FOR SPECIAL, INCIDENTAL, DIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. **Software License.** Title to any software installed with the products sold to Buyer remains with the applicable licensor(s). All software is subject to the applicable license agreement that is included with the products. Buyer agrees to be bound by the license agreement once the software is opened, the package is opened or its seal is broken. Warranty for any software shall be in accordance with the license agreement. Seller does not warrant any software under this Agreement.

11. **Limitation of Actions.** Products are deemed accepted by Buyer unless Buyer notifies Seller in writing within 10 days after receipt of products, if for quantity, or within 30 days after receipt of products, if for quality, loss of or damage to products, and the products must be held available at Buyer's place of business for Seller's inspection. Any action for breach of this Agreement, other than for non-payment, must be commenced within one year of the date of shipment, or due date of delivery in the event of non-delivery, of the particular shipment upon which such claim is based. No claim may in any event be made after products have in any way been used or processed by the Buyer. Buyer's remedies set forth herein are exclusive and the total liability of Seller for damages with respect to this Agreement, or anything done in connection therewith, shall be limited to the purchase price of the particular shipment with respect to which such damages are claimed.

12. **Returns.** No products may be returned to Seller without Seller's written consent. Products returned without Seller's prior written consent will be refused.

13. **Indemnification.** Buyer shall indemnify and hold Seller harmless from and against any and all claims, actions, suits, proceedings, costs, demands, damages and liabilities of any nature, relating to or in any way arising out of the delivery, rejection, installation, possession, use, operation, control or disposition of the products purchased by Buyer.

14. **Governing Law.** This Agreement shall be exclusively governed by and construed in accordance with the internal laws of the state of Minnesota.

15. **Amendment.** This Agreement shall not be amended except by a writing signed by an officer of the Seller and specifically stating that it is an amendment.

16. **Venue.** Any suit, action or proceeding with respect to this Agreement must be brought exclusively in the courts of the State of Minnesota or in United States courts located in the State of Minnesota, as either party may elect, and Buyer hereby submits to the jurisdiction of such courts for the purpose of any suit, action or proceeding. Buyer irrevocably waives any objections which it may now or hereinafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement in the courts located in the State of Minnesota and irrevocably waives any claim that any suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

17. **Timeframe for Delivery of Professional Development Services (Training).** Tierney shall deliver any professional development services to the buyer within 12 months after placement of sales order. Tierney shall no longer be liable to provide professional development services after 12 months. Tierney will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.

**THANK YOU**  
**FOR YOUR BUSINESS**



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[www.tierneybrothers.com](http://www.tierneybrothers.com)



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### Agenda Item

#### Item 6. C - Dredge Management

#### Prepared By

Linda Loomis, Administrator

#### Summary

##### i. Funding for dredge material management

The grant agreement for the State funding of the dredge project was approved under the consent agenda.

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

The USACE was not able to complete its planned dredging of the navigation channel. Dredging was begun, but crews were pulled off the river because of high water. There are no plans to complete any dredging this year.

This is perfect timing for construction. Staff has the construction specifications ready to publish the request for bids. A review of the construction plans and stormwater management plan is attached. A pre-bid meeting is scheduled for Thursday, November 21 at 10:00am at Barr Engineering. Bids will be opened December 3rd, allowing staff time to evaluate bids and make a recommendation to the Board at the December meeting.

Staff has reviewed the plans and SWPPP (Storm Water Pollution Prevention Plan). Comments are attached.

##### iii. Private Dredge Material Placement

No dredging of Private slips occurred this summer because of the continued high elevation of water in the river. Because no material was placed on the site this year, there will be no license income for the LMRWD this year.

#### Attachments

Dredge Site Project Review

#### Recommended Action

Motion to order project

# Technical Memorandum

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

**From:** Shane Soukup, Water Resources Scientist  
Della Schall Young, CPESC, PMP

**Date:** November 13, 2019

**Re:** Dredge Site Project Review

---

The Lower Minnesota River Watershed District (District) owns and manages the Cargill East River Dredge Site (Site) as required by the local sponsorship agreement with the US Army Corps of Engineers (USACE). The Site, located partially within the Minnesota River floodplain and floodway, is within the City of Savage (City) between Port Richards to the west, the Minnesota River to the north and east, and the natural area and County Road 13 (Hwy 13) to the south. The total area owned by the District is 19.42 acres, and the area storing dredged material accounts for 12 acres of the Site.

The District proposed a project to modify the Site, to maintain separation between the USACE's sandy materials and the fine-grained materials from private facilities, optimize dewatering and consolidation of the private material, and design structurally sound berms around the storage piles. The Project will disturb 10.9 acres and involve fill placement within the floodplain of the Minnesota River. As such, the Project triggers the District's Erosion and Sediment Control and Floodplain and Drainage Alteration Standards.

As an in-house project, the District used its technical consulting team composed of Young Environmental Consulting Group, LLC (Young Environmental), and Barr Engineering Co. (Barr) to complete the design, permitting, preconstruction, and construction administration. Barr designed and provided the construction drawings and specification. Young Environmental reviewed the drawings for compliance with the District's standards. Below are our findings.

### **Erosion and Sediment Control Standard**

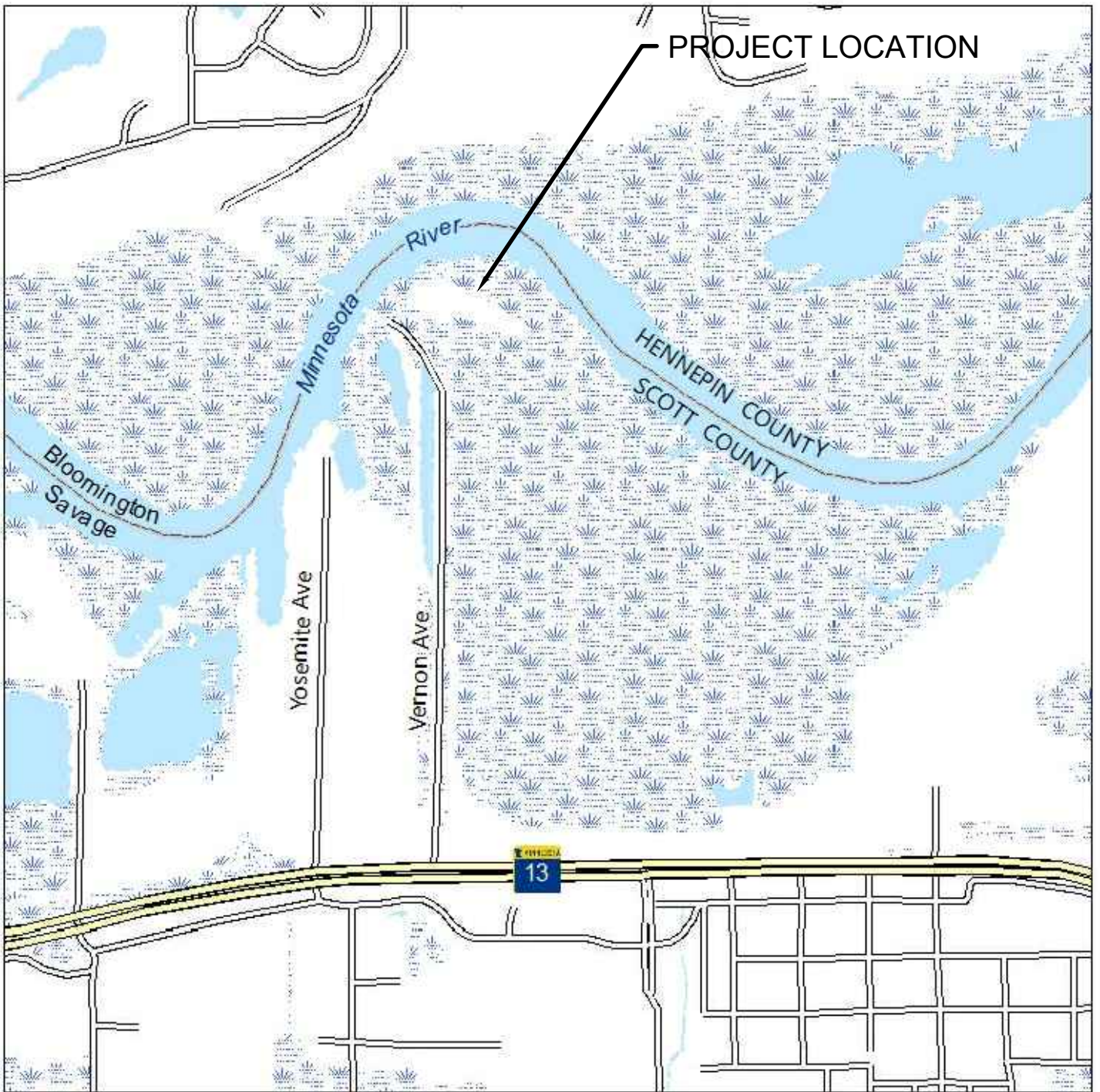
The information Barr provided for the Project contains a Stormwater Pollution Prevention Plan (SWPPP) that complies with the District's Erosion and Sediment Control Standard.

### **Floodplain and Drainage Alteration Standard**

Placement of fill within the floodway is a regulated activity according to the District's standards, and as such requires technical analysis by a licensed professional engineer to ensure the fill will not increase the 100-year high-water elevation nor decrease the storage capacity below the 100-year elevation of a waterbody. Barr completed the required analysis. In addition, on August 5, 2019, the city council approved the District Conditional Use Permit (CUP) amendment request. The completion of the no-rise certification and the City approved CUP satisfies the District's Floodplain and Drainage Alteration Standard.

### **Recommendations**

Based on the documentation provided and the applicable Project permits, Young Environmental recommends approval of the Project. We also recommend following up with the successful bidder to obtain documentation that the NPDES Construction Stormwater Permit has been applied for and obtained.



# VICINITY MAP





# LOWER MINNESOTA RIVER WATERSHED DISTRICT PROJECT REVIEW

Project ID	<input type="text" value="2019_084"/>	Authorization Agent	<input type="text" value="Linda Loomis"/>
Project Name	<input type="text" value="Dredge Site"/>	Email Address	<input type="text" value="naiadconsulting@gmail.com"/>
Organization	<input type="text" value="Lower Minnesota River Watershed District"/>	Phone Number	<input type="text" value="(763) 545-4659"/>

Notes

### *Project Summary*

Anticipated start date	<input type="text" value="11/13/2019 11:36:03 AM"/>	Date received	<input type="text" value="10/23/2019"/>
Project location	<input type="text" value="Savage, MN"/>	Project map included?	<input checked="" type="checkbox"/>
Project acres	<input type="text" value="10.9"/>	Is the project in an unincorporated area?	<input type="checkbox"/>
Total disturbed acres	<input type="text" value="10.9"/>	Is it located in a High Value Resource Area	<input type="checkbox"/>
New impervious acres	<input type="text" value="0"/>	Is it located in a Steep Slope Overlay District	<input type="checkbox"/>
Local Partners		Other Sensitive Area	<input type="text" value="Minnesota River Floodway"/>

### Project Description

The District proposes to modify the existing Dredge Site to optimize dewatering and condolidation of the private material, and to incorporate structurally sound berms separating private and U.S. Army Corps of Eng. storage piles.

### Additional Notes

#### Review Status

Is this a preliminary review?

Is this a permit review?

Does this project require a techincal review

#### Project Status

Project is pending

Project is active

Project has been archived

### *Erosion and Sediment Control Standard*

This project triggers one or more thresholds for this standard.

<u>Triggers</u>		<u>Criteria</u>	
Disturbs one acre plus	<input checked="" type="checkbox"/>	Erosion and Sediment Control Plan	<input checked="" type="checkbox"/>
Located within the HVRA Overlay District	<input type="checkbox"/>	Inspection and maintenance addressed	<input checked="" type="checkbox"/>
Meets the HVRA threshold	<input type="checkbox"/>	NPDES/SDS General Construction Permit documentation	<input checked="" type="checkbox"/>

The submission included the required documentation for this standard.

Additional Notes

### *Floodplain Drainage Alteration Standard*

This project triggers one or more thresholds for this standard.

<u>Triggers</u>			
Changes in water surface elevation of floodplain	<input type="checkbox"/>	Calculations by a professional engineer demonstrating no decrease to conveyance	<input type="checkbox"/>
<i>If yes,</i> Compensatory storage equal or greater than volume of fill	<input type="checkbox"/>	Conveyance capacity decrease below 100yr high water elevation	<input type="checkbox"/>
<i>If no,</i> No-rise certification by a professional engineer	<input checked="" type="checkbox"/>	Temporary placement of fill	<input checked="" type="checkbox"/>
		Adverse impacts to water quality, habitat, or fisheries	<input type="checkbox"/>
<u>Criteria</u>			
Net decrease of storage capacity OR increase in 100yr elevation	<input type="checkbox"/>	New structures have 2ft+ between lowest enclosed area's floor and 100yr high water elevation	<input type="checkbox"/>
Will floodplain storage be created	<input type="checkbox"/>		

Additional Notes

Technical analysis was completed by Barr resulting in a no-rise certification which satisfies the District's Floodplain and Drainage Alteration requirement.

## Stormwater Management Standard

This standard does not apply.

Type of project

### Triggers

One acre or more of impervious surface

Are trout streams protected

### **HVRA Overlay District**

Located within the HVRA Overlay District

Rate control exceeded for 1, 2, 10, and 100yr 24-hour event

*If yes,* Meets the HVRA threshold

Projects with 1+ acres of new impervious: are MPCA's Construction General Permit

### Criteria

Post-construction runoff rates exceed existing rates for 1, 2, 10, and 100yr 24-hour events?

Net increase of TP

Net increase of TSS

New Development: the post-construction runoff volume retained onsite equal 1.1 inches of runoff from impervious surfaces

Is maintenance adequately addressed

Project will result in a net decrease of TP and TSS

Redevelopment: the project will capture and retain onsite 1.1 inches from new/fully reconstructed impervious surface

Volume control requirements sufficiently addressed

Linear: the site will capture and retain (a) 0.55 inches of runoff from new/fully reconstructed impervious, or (b) 1.1 inches of runoff from the net increase in impervious area

Alternative Infiltration Measures

Additional Notes

## *Shoreline and Streambank Alteration Standard*

This standard does not apply.

### Triggers

Work or alternation below the ordinary high-water mark

Work within the bankfull height of a watercourse

Addition of new material or structural changes to the shoreline or streambank

### Criteria

Obtained a DNR permit

Is a copy of the permit included

Shoreline stabilized with minimal encroachment/interference of flow or navigation

Are retaining walls used

Is there a demonstrated need for the wall(s)

Has a registered engineer certified the wall design

Will riprap be placed and sized appropriately

Will transitional layers meet requirements

Will riprap meet height requirements

Will shoreline erosion protection account for soils, wave energy, and ice pressure/movement

Additional Notes

## *Steep Slopes Standard*

This standard does not apply.

### Triggers

Is the project in the Steep Slopes Overlay District

Excavation of 50 cubic yards+ of earth

Displacement of 5,000 sq. ft+ of earth

Vegetation removal or displacement

Activities that require LGU permits

### Criteria

Has the project been certified by a professional engineer

Adverse impact to waterbodies

Unstable slope conditions

Degradation of water quality

Preservation of existing hydrology

New discharge points along slope

Additional Notes

## *Water Appropriations Standard*

This standard does not apply.

### Triggers

Is the project in the HVRA Overlay District

Will the project withdrawal more than 10,000 gallons per day

Will the project withdrawal more than 1 million gallons per year

Did the project apply for a DNR Water Appropriations Permit

Is a copy of the DNR Water Appropriations Permit included with the submission documents

Has the LMRWD reviewed the DNR Water Appropriations Permit

### Criteria

Have documents demonstrated no net change in groundwater levels to adjacent fens

Discharge management plan

Has the plan been reviewed AND accepted by the LMRWD

Additional Notes

## *Water Crossings Standard*

This standard does not apply.

### Triggers

Horizontal drilling under a road, highway, utility, bridge, boardwalk or associated structure that is in contact with the bed/bank of a waterbody

Placement of a road, highway, utility, bridge, boardwalk or associated structure in contact with the bed/bank of a waterbody

Altering a waterbody to enclose it within a pipe or culvert

Construction timed to avoid spawning

Aquatic/upland wildlife passages preserved

Hydraulic and navigation capacity retained

Analysis of the effects of the project on the stream/waterway by a qualified professional

Designated trout stream, or contain endangered or threatened species

Status of additional consultation with LMRWD

### Criteria

Is the DNR manual "Best Practices for Meeting DNR General Public Waters Work Permit GP 2004-0001" followed

Maintenance agreement

Additional Notes



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### Agenda Item

#### Item 6. D. - Watershed Management Plan

#### Prepared By

Linda Loomis, Administrator

#### Summary

The Draft proposed rules were distributed to the Board of Water and Soil Resources and others as required by state statute, including transportation authorities, state agencies, the Metropolitan Council, counties, and municipalities. BWSR has 45 days to review the draft rules. The final draft rules can be found on the LMRWD website at

[http://lowermnriverwd.org/application/files/6515/7385/2018/LMRWD\\_DraftRules\\_Oct\\_2019.pdf](http://lowermnriverwd.org/application/files/6515/7385/2018/LMRWD_DraftRules_Oct_2019.pdf)

In addition, responses were sent to all those that provided comments prior to preparation of the final draft. Staff is working to post the comments and responses to the LMRWD website. The timeline for the rules follows:

- October 31, 2019: Draft rules submitted to BWSR, all public transportation authorities, LMRWD TAC and all statutorily required review entities for the 45-day review period.
- December 2019: Address all comments received during the review period and revise rules accordingly
- January 2020: Provide notice and hold public hearing on the revised draft rules. Motion to adopt rules by Board resolution.
- February 2020:
  - Provide written notice of adopted rules and a copy of rules to public transportation authority who have jurisdiction with the LMRWD and to the governing body of each municipality affected by the rules
  - File a copy of the adopted rules with the county recorded of each county affected by the District and with BWSR

#### Attachments

No attachments

#### Recommended Action

No action recommended



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### **Agenda Item**

#### **Item 6. E. - 202 Legislative Action**

### **Prepared By**

Linda Loomis, Administrator

### **Summary**

A meeting with Representative Rick Hansen has been scheduled for Wednesday afternoon, November 20th. Lisa Frenette, lobbyist for the LMRWD, has continued to meet with BWSR.

I will have a report on the meeting with Representative Hansen for the Board at the meeting.

### **Attachments**

No attachments

### **Recommended Action**

No action recommended



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting

Wednesday November 20, 2019

### Agenda Item

#### Item 6. G. - LMRWD Projects

#### Prepared By

Linda Loomis, Administrator

#### Summary

##### i. **East Chaska Creek Restoration**

This project is a stream bank stabilization of a segment of East Chaska Creek in the City of Chaska. The project can be found in Section 4 - Implementation of the 2018 LMRWD Watershed Management Plan.

Permits have been applied and the project has been put out for bid. Staff has reviewed the construction plans and the SWPPP (Storm Water Pollution Prevention Plan). A pre-bid meeting is scheduled for 8:30am on November 21, 2019 in Chaska. Bids will be opened December 3rd. This will give staff time to evaluate the bids and make a recommendation to the Board for award at the December Board meeting. A letter will also need to be sent to the City of Chaska requesting approval of the project by the City. The City is the property owner and this letter will serve as permission for the LMRWD to construct the project.

##### ii. **Targeted BMP's for Downtown Shakopee Area**

The LMRWD received a grant from BWSR under the Metro-area Watershed Based Funding Pilot Program for this project. The City of Shakopee is a partner in the project and will be responsible for conducting the analysis of current stormwater systems in the downtown Shakopee area and identifying opportunities to implement BMPs before stormwater is discharged into the Minnesota River. The City has signed a cooperative agreement between the City and the LMRWD. The agreement has been reviewed and approved by legal counsel for both parties. The LMRWD Board of Managers needs to authorize execution of the agreement.

##### iii. **Prior Lake Outlet Channel Realignment/Wetland Restoration**

This project is also a project funded with a grant through the Metro-area Watershed Based Funding Pilot Program. It includes a feasibility study to determine potential water quality benefits to Dean Lake that would result from restoration of the Prior Lake Outlet Channel including altering the alignment (creating meanders) and constructing a flow-through wetland complex to slow the flow of water. Funds will also be used towards the construction of identified activities/BMP's that will benefit water quality in Dean Lake and, subsequently, the Minnesota River downstream. The City of Shakopee has executed a cooperative agreement between the city and the LMRWD. Legal counsel for both parties have reviewed and approved the agreement. The LMRWD should authorize execution of the agreement.



Item 6. G. - LMRWD Projects

Executive Summary

Page 2

November 20, 2019

**Attachments**

East Chaska Creek Stream Stabilization Project Review

AGREEMENT FOR PASSTHROUGH FUNDING FOR Targeted BMPs for downtown Shakopee area

AGREEMENT FOR PASSTHROUGH FUNDING FOR Prior Lake Outlet Channel Realignment

**Recommended Action**

Motion to order project and request authorization from the City of Chaska for construction

Motion to authorize execution of AGREEMENT FOR PASSTHROUGH FUNDING FOR Targeted BMPs for downtown Shakopee area

Motion to authorize execution of AGREEMENT FOR PASSTHROUGH FUNDING FOR Prior Lake Outlet Channel Realignment

# Technical Memorandum

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

**From:** Shane Soukup, Water Resources Scientist  
Della Schall Young, CPESC, PMP

**Date:** November 14, 2019

**Re:** East Chaska Creek Stream Stabilization Project Review

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The Lower Minnesota River Watershed District (District) commissioned a feasibility study that was completed by HDR, Inc., in 2012, as part of the District's Strategic Resources Evaluation. The study identified East Chaska Creek as one of four streams in which to implement best management practices to mitigate sources of erosion and reduce turbidity in streams within the District. In response, the East Chaska Creek Stream Stabilization Project (Project) was designed and construction drawings developed by Barr Engineering Co., (Barr). Young Environmental Consulting Group (Young Environmental) has reviewed the construction drawings for compliance with District standards, and the findings are presented below.

The Project is located on a portion of East Chaska Creek in the City of Chaska, starting at Crosstown Boulevard and extends approximately 1,500 feet downstream. The Project implements erosion control measure and debris removal; constructs grade control structures; and incorporates root wads, riprap armoring, and cross vanes to armor the banks of the stream. As proposed, the Project disturbs 1.09 acres. It is not within either of the overlay districts (high value resource area or steep slopes) and does not create new impervious areas. As such, the Project only triggers the District's Erosion and Sediment Control Standard.

## **Erosion and Sediment Control Standard**

The Project must comply with the NPDES General Construction Stormwater Permit, which satisfies most of the District's erosion and sediment control requirements. Included in the plans are site-specific erosion and sediment control details and a comprehensive stormwater pollution prevention plan (SWPPP). The following should be considered:

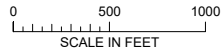
Maintenance: There is one requirement that is not addressed within the plans provided on October 24, 2019. The SWPPP should be amended to require the removal of excess sediment behind silt fences and biorolls and that they be properly disposed of when sediment reaches one-third of the height of the structure. Barr was notified, and the SWPPP will be updated to reflect District requirements.

**Recommendations**

The Project as proposed and with the requested modification addresses the District's requirements regarding the Erosion and Sediment Control Standard. Young Environmental recommends approval.



PLAN: PROJECT LOCATION





# LOWER MINNESOTA RIVER WATERSHED DISTRICT PROJECT REVIEW

Project ID	<input type="text" value="2019_083"/>	Authorization Agent	<input type="text" value="Linda Loomis"/>
Project Name	<input type="text" value="East Chaska Creek Stream Stabilization Project"/>	Email Address	<input type="text" value="naiadconsulting@gmail.com"/>
Organization	<input type="text" value="Lower Minnesota River Watershed District"/>	Phone Number	<input type="text" value="(763) 545-4659"/>

Notes

### *Project Summary*

Anticipated start date	<input type="text" value="11/13/2019 11:28:17 AM"/>	Date received	<input type="text" value="10/24/2019"/>
Project location	<input type="text" value="Chaska, MN"/>	Project map included?	<input checked="" type="checkbox"/>
Project acres	<input type="text" value="1.09"/>	Is the project in an unincorporated area?	<input type="checkbox"/>
Total disturbed acres	<input type="text" value="1.09"/>	Is it located in a High Value Resource Area	<input type="checkbox"/>
New impervious acres	<input type="text" value="0"/>	Is it located in a Steep Slope Overlay District	<input type="checkbox"/>
Local Partners	<input type="text" value="City of Chaska"/>	Other Sensitive Area	

### Project Description

The Project is located on the portion of East Chaska Creek in the City of Chaska starting at Crosstown Boulevard and extending approximately 1,500 feet downstream. The Project consists of implementing erosion control measure, debris removal, constructing grade control structures, and incorporating root wads, riprap armoring, and cross vanes to armor the banks of the stream.

### Additional Notes

#### Review Status

Is this a preliminary review?

Is this a permit review?

Does this project require a technical review

#### Project Status

Project is pending

Project is active

Project has been archived

## *Erosion and Sediment Control Standard*

This project triggers one or more thresholds for this standard.

<u>Triggers</u>		<u>Criteria</u>	
Disturbs one acre plus	<input checked="" type="checkbox"/>	Erosion and Sediment Control Plan	<input checked="" type="checkbox"/>
Located within the HVRA Overlay District	<input type="checkbox"/>	Inspection and maintenance addressed	<input checked="" type="checkbox"/>
Meets the HVRA threshold	<input type="checkbox"/>	NPDES/SDS General Construction Permit documentation	<input checked="" type="checkbox"/>

The submission included the required documentation for this standard.

### Additional Notes

-Project SWPPP requires amending to call for removal of excess sediment when the sediment accumulates up to 1/3 the height of the structure, rather than 1/2 the height of the structure. Note was sent to Barr on November 1, 2019 requesting this modification. Barr is working accordingly to update the SWPPP.

## *Floodplain Drainage Alteration Standard*

This standard does not apply.

<u>Triggers</u>			
Changes in water surface elevation of floodplain	<input type="checkbox"/>	Calculations by a professional engineer demonstrating no decrease to conveyance	<input type="checkbox"/>
<i>If yes,</i> Compensatory storage equal or greater than volume of fill	<input type="checkbox"/>	Conveyance capacity decrease below 100yr high water elevation	<input type="checkbox"/>
<i>If no,</i> No-rise certification by a professional engineer	<input type="checkbox"/>	Temporary placement of fill	<input type="checkbox"/>
<u>Criteria</u>		Adverse impacts to water quality, habitat, or fisheries	<input type="checkbox"/>
Net decrease of storage capacity OR increase in 100yr elevation	<input type="checkbox"/>	New structures have 2ft+ between lowest enclosed area's floor and 100yr high water elevation	<input type="checkbox"/>
Will floodplain storage be created	<input type="checkbox"/>		

### Additional Notes

## Stormwater Management Standard

This standard does not apply.

Type of project

### Triggers

One acre or more of impervious surface

Are trout streams protected

### **HVRA Overlay District**

Located within the HVRA Overlay District

Rate control exceeded for 1, 2, 10, and 100yr 24-hour event

*If yes,* Meets the HVRA threshold

Projects with 1+ acres of new impervious: are MPCA's Construction General Permit

### Criteria

Post-construction runoff rates exceed existing rates for 1, 2, 10, and 100yr 24-hour events?

Net increase of TP

Net increase of TSS

New Development: the post-construction runoff volume retained onsite equal 1.1 inches of runoff from impervious surfaces

Is maintenance adequately addressed

Project will result in a net decrease of TP and TSS

Redevelopment: the project will capture and retain onsite 1.1 inches from new/fully reconstructed impervious surface

Volume control requirements sufficiently addressed

Linear: the site will capture and retain (a) 0.55 inches of runoff from new/fully reconstructed impervious, or (b) 1.1 inches of runoff from the net increase in impervious area

Alternative Infiltration Measures

Additional Notes

## *Shoreline and Streambank Alteration Standard*

This standard does not apply.

### Triggers

Work or alternation below the ordinary high-water mark

Work within the bankfull height of a watercourse

Addition of new material or structural changes to the shoreline or streambank

### Criteria

Obtained a DNR permit

Is a copy of the permit included

Shoreline stabilized with minimal encroachment/interference of flow or navigation

Are retaining walls used

Is there a demonstrated need for the wall(s)

Has a registered engineer certified the wall design

Will riprap be placed and sized appropriately

Will transitional layers meet requirements

Will riprap meet height requirements

Will shoreline erosion protection account for soils, wave energy, and ice pressure/movement

Additional Notes

## *Steep Slopes Standard*

This standard does not apply.

### Triggers

Is the project in the Steep Slopes Overlay District

Excavation of 50 cubic yards+ of earth

Displacement of 5,000 sq. ft+ of earth

Vegetation removal or displacement

Activities that require LGU permits

### Criteria

Has the project been certified by a professional engineer

Adverse impact to waterbodies

Unstable slope conditions

Degradation of water quality

Preservation of existing hydrology

New discharge points along slope

Additional Notes



## *Water Appropriations Standard*

This standard does not apply.

### Triggers

Is the project in the HVRA Overlay District

Will the project withdrawal more than 10,000 gallons per day

Will the project withdrawal more than 1 million gallons per year

Did the project apply for a DNR Water Appropriations Permit

Is a copy of the DNR Water Appropriations Permit included with the submission documents

Has the LMRWD reviewed the DNR Water Appropriations Permit

### Criteria

Have documents demonstrated no net change in groundwater levels to adjacent fens

Discharge management plan

Has the plan been reviewed AND accepted by the LMRWD

Additional Notes

## *Water Crossings Standard*

This standard does not apply.

### Triggers

Horizontal drilling under a road, highway, utility, bridge, boardwalk or associated structure that is in contact with the bed/bank of a waterbody

Placement of a road, highway, utility, bridge, boardwalk or associated structure in contact with the bed/bank of a waterbody

Altering a waterbody to enclose it within a pipe or culvert

Construction timed to avoid spawning

Aquatic/upland wildlife passages preserved

Hydraulic and navigation capacity retained

Analysis of the effects of the project on the stream/waterway by a qualified professional

Designated trout stream, or contain endangered or threatened species

Status of additional consultation with LMRWD

### Criteria

Is the DNR manual "Best Practices for Meeting DNR General Public Waters Work Permit GP 2004-0001" followed

Maintenance agreement

Additional Notes

## AGREEMENT FOR PASSTHROUGH FUNDING FOR TARGETED BMPS FOR DOWNTOWN SHAKOPEE AREA

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Lower Minnesota River Watershed District a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, hereafter referred to as the "LMRWD" and the city of Shakopee, a body politic and corporate of the state of Minnesota, hereinafter referred to as the "City".

### RECITALS:

WHEREAS, the City and the LMRWD desire to improve storm water quality; and

WHEREAS, the LMRWD and the City worked together to include funding for an activity titled "Targeted BMPs for downtown Shakopee area" to be led by the City as part of the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant hereinafter referred to as the "Activity"; and

WHEREAS, the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant work plan has been approved by the MN Board of Water and Soil Resources (BWSR) and the contract for associated state grant funding is with the LMRWD; and

WHEREAS the Activity work plan and grant award includes up to Twenty Five Thousand and 00/100 Dollars (\$25,000) for the Activity being led by the City; and

WHEREAS, the Activity Work Plan includes a 10% match requirements up to Two Thousand Five Hundred and 00/100 Dollars (\$2,500) to be provided by the City.

### NOW, THEREFORE, IT IS HEREBY AGREED:

1. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein; and
2. This Activity as described in the approved work plan consists of analysis of current storm water system in downtown Shakopee and identification of opportunities to implement BMPs before stormwater is discharged in to the Minnesota River; and
3. A 10 percent match to grant funds will be provided by the city of Shakopee; and
4. Milestones include: 1) execution of a grant agreement between the LMRWD and the City for completion of the Activity; 2) starting the Activity in 2019 or early 2020; and 3) completing the Activity in either 2020 or early 2021. It is anticipated that the Activity will include identification of opportunities, analysis of opportunities (water quality benefits, technical, physical and permitting) cost estimates and concept design(s); and
5. The Activity will be completed by an engineering firm under the direction of City's Public Works Director, or his/her designee; and
6. The city will comply with all of the terms and conditions of the grant agreement between the LMRWD and the granting agency as set forth in the grant agreement included as exhibit A. This includes the responsibility for timely completion of the reporting as required in BWSR's e-link system for this Activity; and

7. The LMRWD shall reimburse the City for actual allowed costs related to the Activity, not to exceed Twenty Thousand and 00/100 Dollars (\$20,000). Reimbursements shall be made within thirty (30) days after receipt of invoices documenting incurred expenses and the required proportional City match. Final payment will be made following confirmation that the city has completed all required reporting for the Activity in BWSR's e-link system.
8. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees from all claims, demands, actions or causes of actions arising out of the negligent performance by its officers agents or employees; and
9. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.0 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statutes Chapter 471.59, Subdivision 1(a) as a single governmental unit; and
10. It is further agreed that any and all employees of each party and all other person engaged by a party in the performance of any work or service required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensations Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party; and
11. Pursuant to Minnesota Statutes Chapter 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of the LMRWD and the City pursuant to the Agreement shall be subject to examination by the LMRWD, the City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the LMRWD and the City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the LMRWD or the City regarding matters to which the records are relevant.

The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the LMRWD or the City notifies each party in writing that the records no longer need to be kept; and

12. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota; and
13. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party; and
14. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the LMRWD: Lower Minnesota River Watershed District  
Linda Loomis, Administrator, her designees, successors or assigns  
112 East Fifth Street, Suite #102  
Chaska, MN 55318

To the City: City of Shakopee  
Kirby Templin, Water Resource - Environmental Engineer, his designees,  
successors or assigns  
485 Gorman Street  
Shakopee, MN 55379

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective authorized officers as of this day and year first above written.

**LOWER MINNESOTA RIVER WATERSHED DISTRICT:      CITY OF SHAKOPEE:**

\_\_\_\_\_

\_\_\_\_\_

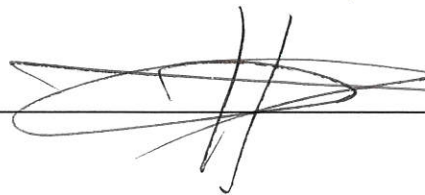
By: Jesse Hartmann, President

By: Bill Mars, Mayor

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

Date: LMR 11/6/19

*Approved as to form & execution:*

  
\_\_\_\_\_

\_\_\_\_\_  
District counsel

By: William H Reynolds, City Administrator

Date: 11/6/19

FY 2019 STATE OF MINNESOTA  
 BOARD OF WATER and SOIL RESOURCES  
 WATERSHED BASED FUNDING GRANTS PROGRAM  
 GRANT AGREEMENT

Vendor:	0000201935	VN#:	5J 19916
PO#:	3000009659	Date Paid:	5/8/19

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Lower Minnesota River WD, 10901 Riverview Road Eden Prairie Minnesota 55347 (Grantee).

This grant is for the following Grant Programs :		
P19-3264	2019 - Watershed Based Funding Metro (Lower Minnesota River WD)	\$182,042
Total Grant Awarded: \$182,042		

**Recitals**

1. The Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a), appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Watershed-based Funding Pilot Program.
2. The Board adopted the Clean Water Fund Watershed-based Funding Pilot Program Policy and authorized the Watershed-based Funding Pilot Program Grants through Board Resolution 17-96.
3. The Board adopted Board Resolution 17-96 to allocate funds for the FY 2019 Watershed-based Funding Pilot Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE *Linda Loomis, Naiad Consulting*  
 ADDRESS *112 E. 5th Street #102*  
 CITY *Chaska, MN 55318*  
 TELEPHONE NUMBER *763-545-4659*

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

**Grant Agreement**

1. **Term of Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
  - 1.2. **Expiration date:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
  - 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

## 2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.

2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting of expenditures by June 30 of each year.

2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2022 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.** The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

## 4. Terms of Payment.

4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.

4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.** All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

## 6. Assignment, Amendments, and Waiver.

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its

right to enforce it.

7. **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.
8. **State Audits.** Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
  - 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
10. **Workers' Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
11. **Publicity and Endorsement.**
  - 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
  - 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination.**
  - 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
  - 13.3. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.



15. **Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.
16. **Municipal Contracting Law.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
17. **Constitutional Compliance.** It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.
18. **Signage.** It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.
19. **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Lower Minnesota River WD

By: Jesse Hartmann  
(print)

[Signature]  
(signature)

Title: President

Date: October 24, 2018

Board of Water and Soil Resources

By: [Signature]

Title: Assist. Sec. Mgr

Date: May 7, 2019

**AGREEMENT FOR PASSTHROUGH FUNDING FOR PRIOR LAKE OUTLET CHANNEL  
REALIGNMENT/WETLAND RESTORATION**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Lower Minnesota River Watershed District a public body with purposes and powers set forth in Minnesota Statutes Chapters 103B and 103D, hereafter referred to as the "LMRWD" and the city of Shakopee, a body politic and corporate of the state of Minnesota, hereinafter referred to as the "City".

RECITALS:

WHEREAS, the City and the LMRWD desire to improve storm water quality; and

WHEREAS, the LMRWD and the City worked together to include funding for an activity titled "Prior Lake Outlet Channel (hereafter referred as the "PLOC") Realignment/Wetland Restoration" to be led by the City as part of the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant hereinafter referred to as the "Activity"; and

WHEREAS, the 2019 - Watershed Based Funding Metro (Lower Minnesota River WD) Grant work plan has been approved by the MN Board of Water and Soil Resources (BWSR) and the grant agreement for associated state grant funding is with the LMRWD; and

WHEREAS the Activity work plan and grant award includes up to Seventy One Thousand Five Hundred Seventy and 00/100 Dollars (\$71,570.00) for the Activity being led by the City; and

WHEREAS, the Activity Work Plan includes a 10% match requirements up to Seven Thousand One Hundred Fifty Seven and 00/100 Dollars (\$7,157.00) to be provided by the City; and

WHEREAS, the LMRWD Board of Managers agrees to contribute an additional \$100,000 to the project which is reflected in Table 4-1: Lower Minnesota River Watershed District – Implementation Program Budget for 2018-2027.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The recitals set forth in the whereas clauses above are incorporated by reference as if fully set forth herein; and
2. This Activity as described in the approved work plan consists of preparation of a feasibility study to determine potential water quality benefits to Dean Lake and subsequently to the Minnesota River downstream resulting from the restoration of the PLOC including altering the alignment (creating meanders) and constructing a flow through wetland complex to slow the flow of water; and
3. A 10 percent match to grant funds will be provided by the city of Shakopee; and
4. Milestones include: 1) execution of a grant agreement between the LMRWD and the City for completion of the Activity; 2) starting the Activity in 2019 or early 2020; and 3) completing the Activity in either 2020 or early 2021. It is anticipated that the Activity will include modeling to estimate water quality benefits, design, and construction of water quality improvements.

5. The Activity will be completed by an engineering firm under the direction of City's Public Works Director, or his/her designee; and
6. The city will comply with all of the terms and conditions of the grant agreement between the LMRWD and the granting agency as set forth in the grant agreement included as exhibit A. This includes the responsibility for timely completion of the reporting as required in BWSR's e-link system for this Activity; and
7. The LMRWD shall reimburse the City for actual allowed costs related to the Activity, not to exceed Seventy One Thousand Five Hundred Seventy and 00/100 Dollars (\$71,570.00). Reimbursements shall be made within thirty (30) days after receipt of invoices documenting incurred expenses and the required proportional City match. Final payment will be made following confirmation that the city has completed all required reporting for the Activity in BWSR's e-link system.
8. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees from all claims, demands, actions or causes of actions arising out of the negligent performance by its officers agents or employees; and
9. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466.0 to limit each party's total liability for all claims arising from a single occurrence, include the other party's claim for indemnification, to the limits prescribed under 466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minnesota Statutes Chapter 471.59, Subdivision 1(a) as a single governmental unit; and
10. It is further agreed that any and all employees of each party and all other person engaged by a party in the performance of any work or service required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensations Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party; and

11. Pursuant to Minnesota Statutes Chapter 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of the LMRWD and the City pursuant to the Agreement shall be subject to examination by the LMRWD, the City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the LMRWD and the City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the LMRWD or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the LMRWD or the City notifies each party in writing that the records no longer need to be kept; and
12. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located within the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota; and
13. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party; and
14. Any notice or demand, authorized or required under this Agreement shall be in writing and shall be sent by certified mail to the other party as follows:

To the LMRWD: Lower Minnesota River Watershed District  
Linda Loomis, Administrator, her designees, successors or assigns  
112 East Fifth Street, Suite #102  
Chaska, MN 55318

To the City: City of Shakopee  
Kirby Templin, Water Resource - Environmental Engineer, his designees,  
successors or assigns  
485 Gorman Street  
Shakopee, MN 55379

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective authorized officers as of this day and year first above written.

**LOWER MINNESOTA RIVER WATERSHED DISTRICT:      CITY OF SHAKOPEE:**

\_\_\_\_\_

\_\_\_\_\_

By: Jesse Hartmann, President

By: Bill Mars, Mayor

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

Date:         BPM                 11/6/19        

*Approved as to form & execution:*

\_\_\_\_\_  
District counsel

By: William H. Reynolds, City Administrator

Date:         11/6/19

FY 2019 STATE OF MINNESOTA  
 BOARD OF WATER and SOIL RESOURCES  
 WATERSHED BASED FUNDING GRANTS PROGRAM  
 GRANT AGREEMENT

Vendor:	0000201935	VN#:	5J 19916
PO#:	300009659	Date Paid:	5/8/19

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Lower Minnesota River WD, 10901 Riverview Road Eden Prairie Minnesota 55347 (Grantee).

**This grant is for the following Grant Programs :**

P19-3264	2019 - Watershed Based Funding Metro (Lower Minnesota River WD)	\$182,042
<b>Total Grant Awarded: \$182,042</b>		

**Recitals**

1. The Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a), appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Watershed-based Funding Pilot Program.
2. The Board adopted the Clean Water Fund Watershed-based Funding Pilot Program Policy and authorized the Watershed-based Funding Pilot Program Grants through Board Resolution 17-96.
3. The Board adopted Board Resolution 17-96 to allocate funds for the FY 2019 Watershed-based Funding Pilot Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE *Linda Loomis, Naiad Consulting*  
 ADDRESS *112 E. 5th Street #102*  
 CITY *Chaska, MN 55318*  
 TELEPHONE NUMBER *763-545-4659*

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

**Grant Agreement**

**1. Term of Grant Agreement.**

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

## 2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.

2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting of expenditures by June 30 of each year.

2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.

2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2022 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.** The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

## 4. Terms of Payment.

4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.

4.2. All costs must be incurred within the grant period.

4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.

4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.** All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

## 6. Assignment, Amendments, and Waiver.

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its

right to enforce it.

7. **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.
8. **State Audits.** Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
  - 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
10. **Workers' Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
11. **Publicity and Endorsement.**
  - 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
  - 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination.**
  - 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
  - 13.3. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.



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IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

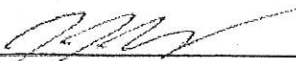
Approved:

Lower Minnesota River WD

Board of Water and Soil Resources

By: Jesse Hartmann  
(print)

By: 

  
(signature)

Title: President

Title: Assist. Sec. Mgr

Date: October 24, 2018

Date: May 7, 2019



# LOWER MINNESOTA RIVER WATERSHED DISTRICT

## Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting  
Wednesday November 20, 2019

### Agenda Item

#### Item 6. H. - Local Water Management Plan Review

#### Prepared By

Linda Loomis, Administrator

#### Summary

##### i. City of Shakopee

The City of Shakopee has retained the services of WSB to prepare its Local Surface Water Management Plan (LSWMP). The LMRWD received the draft plan for review in February 2019 and submitted comments to the City in April.

The City has provided an update about the status of its LSWMP:

*The city received final comments, which have been forwarded to WSB, who is working on final edits to the plan based on the comments. The city's plan is to get the final draft of the LSWMP and responses to the review comments back to the watershed districts by end of November. The city's target is to have everything completed by end of 2019.*

##### ii. City of Savage

The City of Savage is the only City within the LMRWD that has not submitted its LSWMP for review. The LMRWD received the City's Comprehensive Plan for review March 29, 2019. The LMRWD informed the city that the District is not able to comment on the Comprehensive Plan until it receives the LSWMP. The last communication the LMRWD had with the City indicated that they hoped to have the plan completed by the end of October.

#### Attachments

No attachments

#### Recommended Action

No action recommended