



## **Board of Managers Meeting Agenda**

**Wednesday - March 9<sup>th</sup>, 2022 - 3:00 p.m.**

**Held Remotely Online**

1. Call Meeting to Order
  - 1.1 Public Comment / Introductions  
Audience members may address the Board regarding items not on the agenda. Please limit to three minutes.
  - 1.2 Approval of Agenda\* (Additions/Corrections/Deletions) Action
2. Approve February 9<sup>th</sup>, 2022 Meeting Minutes - Chair\* Action
3. Approve March 9<sup>th</sup>, 2022 Financial Summary & Invoices - Treasurer\* Action
4. Consider Review of City of Mendota Watershed Management Plan - SWCD\* Discussion/Action
5. Authorize Execution of Grant Agreement for the Seidls Lake Shoreline Restoration with the Minnesota Department of Natural Resources - SWCD\* Action
6. Consider Approval of Scope of Work and Execution of Agreement for Services with Bolton and Menk - SWCD\* Action
7. Consider Approval of Scope of Work and Execution of Agreement for Services with Young Environmental Consulting - SWCD\* Action
8. Finalize Volunteer Water Monitoring Plan for 2022 and Authorize Execution of Agreement for Volunteer Monitoring with the Metropolitan Council - SWCD\* Action
9. Authorize Execution of Illicit Discharge Video Agreement with Bolton & Menk - SWCD\* Action
10. Review Proposed Revisions to Water Quality Performance Standards - SWCD\* Discussion/Action
11. Determine Board Meeting Schedule for Remainder of 2022 - SWCD\* Discussion/Action
12. Watershed Management Plan Update
  - 12.1 Plan Update Status & Recap of Activities Since Last Board Meeting - Barr\* Information
  - 12.3 Board "Working Items" to Discuss Discussion
  - 12.4 Next Steps Information
13. Other Updates
  - 13.1 Interstate Valley Creek Study Scope of Work - SWCD\* Discussion
  - 13.2 Ideas for 2021 Newsletter Articles - SWCD Information
  - 13.3 Repairing Links to LMRWMO Website on City Websites - SWCD Information
  - 13.4 Member City Updates Information

14. Agenda Items for Next Meeting: April 13<sup>th</sup>, 2022 - Location TBD

15. Adjourn

\*Materials included in full packet  
\*\*Materials available separately on website:  
<https://lmrwmo.org/about-us/meeting-information/>

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**Remote Zoom Meeting Information Below:**

Please note, the March 9<sup>th</sup>, 2022 LMRWMO Board meeting will take place via teleconference by phone and/or the web-based application, Zoom, at 3:00 pm. Please visit the meeting listing below for instructions on how to participate.

**LMRWMO March 9th Board Meeting**

**Time:** March 9, 2022: 03:00 - 5:00 PM

**Join Zoom Meeting**

<https://dakotacountymn.zoom.us/j/95632850906?pwd=SjAyek9pdFpoYXhvTXQ5bUp0ajNIQT09>

**Meeting ID:** 956 3285 0906

**Passcode:** 502821

**Dial by your location**

+1 651 372 8299 US (Minnesota)

Meeting ID: 956 3285 0906

Passcode: 502821



## MEETING MINUTES

### Board of Managers Regular Meeting

February 9, 2022 - 3:00 p.m.

Meeting Held Remotely Online

#### **Managers and Alternates in Attendance:**

Sharon Lencowski, Chair - Inver Grove Heights  
Mary Jeanne Schneeman, Mendota Heights  
Julie Eastman, West St. Paul  
Dan Halvorsen, Sunfish Lake

Karen Reid, Vice Chair - Saint Paul  
Michael Randle, South Saint Paul  
Jill Smith, Mendota Heights  
Shannon Nelson, Sunfish Lake

#### **Advisors and Others in Attendance:**

Tom Kaldunski, Inver Grove Heights  
Sue Polka, South St. Paul  
Pat Murphy, Saint Paul  
Laura Zanmiller, West St. Paul  
Greg Williams, Barr Engineering

Krista Spreiter, Mendota Heights  
Ryan Ruzek, Mendota Heights  
Cody Joos, West St. Paul  
Melissa King, BWSR  
Joe Barten, Dakota County SWCD

### **1. Call Meeting to Order**

The meeting was called to order by Chair Lencowski at 3:00 pm.

#### **1.1 Public Comment / Introductions**

Audience members may address the Board regarding items not on the agenda.

#### **1.2 Approval of Agenda (Additions/Corrections/Deletions)**

**MOTION** by Eastman to approve the agenda, second by Schneeman; Roll call approval by Lencowski, Reid, Randle, Eastman, Schneeman; motion passed.

### **2. Approval of the January 12<sup>th</sup>, 2021 Meeting Minutes**

Lencowski asked if there were any changes to the previous meeting minutes, there were none.

**MOTION** by Schneeman to approve the previous meeting minutes, second by Randle; Roll call approval by Lencowski, Reid, Randle, Eastman, Schneeman; motion passed.

### **3. Approval of the February 9<sup>th</sup>, 2022 Financial Summary & Invoices**

Spreiter summarized the information in the packet and recommended approval of the finances.

**MOTION** by Eastman to approve the financial summary and invoices to be paid, second by Schneeman; Roll call approval by Reid, Randle, Eastman, Schneeman; motion passed.

**4. Authorize Peterson Co. Ltd. to Perform the 2021 LMRWMO Financial Audit**

Barten noted that an annual audit is required of the organization and that Peterson Co. Ltd has performed the audit the past 5 years.

**MOTION** by Eastman to engage Peterson Co. Ltd. to perform the 2021 LMRWMO financial audit, second by Schneeman; Roll call approval by Lencowski, Reid, Randle, Eastman, Schneeman; motion passed.

**5. Authorize Execution of Agreement with Ramsey County**

Barten noted that the agreement covers two years vs. the previous one-year term.

**MOTION** by Reid to execute the agreement with Ramsey County for services, second by Lencowski; Roll call approval by Lencowski, Reid, Randle, Eastman, Schneeman, Nelson; motion passed.

**6. Review and Approve Scope of Work for Lake Augusta Feasibility Study**

Barten summarized the information in the packet and noted that the \$13,000 for water monitoring is a necessary component of the study but is not a grant reimbursable expense. He noted that with the current and anticipated year end fund balance, the LMRWMO has funds to cover the monitoring. Reid noted that she would like to discuss at a future meeting how the WMO evaluates additional requests for funding.

**MOTION** by Reid to approve the proposed scope of work and for the Board Chair to execute an agreement with Barr Engineering, to utilize \$13,000 from the WMO general fund for water monitoring, and for the Board Chair to execute a Joint Powers Agreement with the City of Mendota Heights for matching funds, second by Schneeman; Roll call approval by Lencowski, Reid, Randle, Eastman, Schneeman, Nelson; motion passed.

**7. Watershed Management Plan Update**

**7.1 Plan Update Status - Barr\***

Information

**7.2 Recap of Activities Since Last Board Meeting (TAC, CAC meetings)**

Information

Williams noted that the Technical Advisory Committee discussed potential changes to the permanent water quality treatment performance standard, including lowering the threshold. The Board requested that the issue be presented to Member City staff and brought back to the Board.

**7.3 Board "Working Items" to Discuss**

Discussion

**7.4 Next Steps**

An implementation table will be drafted by Barr staff, presented to the Cities for comment, and then be brought to the Board.

**8. Updates and Handouts**

**8.1 2021 Landscaping for Clean Water Summary – Provided to Board**

**8.2 2022 Landscaping for Clean Water Program Information – Provided to Board**

**8.3 Other Updates / Member City Updates**

Member City representatives provided updates on projects in their City.

**9. Agenda Items for Next Meeting: March 9<sup>th</sup>, 2022 - Held Remotely**

**10. Adjourn**

Meeting adjourned by Chair Lencowski at 4:45 pm.





**FINANCIAL SUMMARY**  
**February 10, 2022, to March 9, 2022**

**Beginning Balance - Key Community Bank** **\$169,642.41**

<b>Interest</b>	1/31/2022 January 2022 Interest	+	\$8.24
		+	
		+	

<b>Deposits</b>		+	
		+	

**To be approved at this meeting:**

**Key Community Bank:**

<b>Bank Fee</b>	1/31/2022	January 2022 Paper Statement Fee	-	\$2.00
<b>3741</b>	3/9/2022	Camille Morse Nicholson	-	\$150.00
<b>3742</b>	3/9/2022	Dan Trudeau	-	\$150.00
<b>3743</b>	3/9/2022	Analiese Miller	-	\$150.00
<b>3744</b>	3/9/2022	Erik Peterson	-	\$150.00
<b>3745</b>	3/9/2022	Barr Engineering	-	\$2,401.00

**Available Balance at Key Community Bank** **\$166,647.65**

**Gateway Bank Accounts:**

	<u>Savings</u>			\$71,429.54
<b>Deposits</b>	2/28/2022	February 2022 Interest	+	\$21.92

<i>Savings Ending Balance</i>	-	<b><u>\$71,451.46</u></b>
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	<u>Checking</u>			\$1,000.00
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<i>Checking Ending Balance</i>	-	<b><u>\$1,000.00</u></b>
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**Available Balance at Gateway Bank** **\$72,451.46**

**Available Balance - Key Community & Gateway Banks** **\$239,099.11**



## MEMORANDUM

**To:** Nancy Bauer  
**From:** Joe Barten, Dakota County SWCD  
**Subject:** Lower Mississippi River WMO - Financial Actions  
**Date:** February 17, 2022

The 2021 LMRWMO sponsored Water Stewards have successfully completed their program and are eligible for reimbursement of their \$150.00 deposit for the program fees per their agreement with the LMRWMO.

Please prepare checks in the following amounts:

- \$150.00 to Camille Morse Nicholson
- \$150.00 to Dan Trudeau
- \$150.00 to Analiese Miller
- \$150.00 to Erik Peterson

Thank you and please contact me with any questions.

Joe Barten  
Administrator via Dakota County SWCD  
Lower Mississippi River Watershed Management Organization

Enclosed: Water Steward Agreements



**AGREEMENT TO PARTICIPATE IN THE  
2021 LMRWMO  
MN WATER STEWARDS PROGRAM**

This Agreement ("Agreement") is made by and between Camille Morse Nicholson (Participant) and the Lower Mississippi River Watershed Management Organization ("LMRWMO") regarding participation in the MN Water Stewards (MWS) Program (Program).

The LMRWMO is providing funding of \$1,500.00 to the Freshwater Society for the Participant to complete the 2021 Program. Due to this commitment by the LMRWMO, the Participant agrees to pay \$150.00 to the LMRWMO at the beginning of the program which will be held until the Participant completes the Program. Completion of the program includes attending all required events and classes, completing the capstone project, and any other requirements set forth by the Freshwater Society. In the event that the Participant does not complete the Program per the MN Water Steward Program policy guidelines, the \$150 payment will be retained by the LMRWMO.

As a participant in the Program, I understand and agree that completing the program according to the current MN Water Steward Program policy guidelines includes attending the required classes, completing a capstone project, and fulfilling the volunteer commitment.

I have read and understand this agreement.

Participant

By: Camille Morse Nicholson

Print Name: Camille Morse Nicholson

Phone #: 507-313-8450

Date of Signature: 12-16-20

**Lower Mississippi River Watershed  
Management Organization (LMRWMO)**

By: Joe Barten

Joe Barten, LMRWMO Administrator

Date of Signature: 3-1-21



**AGREEMENT TO PARTICIPATE IN THE  
2021 LMRWMO  
MN WATER STEWARDS PROGRAM**

This Agreement ("Agreement") is made by and between Dan Trudeau (Participant) and the Lower Mississippi River Watershed Management Organization ("LMRWMO") regarding participation in the MN Water Stewards (MWS) Program (Program).

The LMRWMO is providing funding of \$1,500.00 to the Freshwater Society for the Participant to complete the 2021 Program. Due to this commitment by the LMRWMO, the Participant agrees to pay \$150.00 to the LMRWMO at the beginning of the program which will be held until the Participant completes the Program. Completion of the program includes attending all required events and classes, completing the capstone project, and any other requirements set forth by the Freshwater Society. In the event that the Participant does not complete the Program per the MN Water Steward Program policy guidelines, the \$150 payment will be retained by the LMRWMO.

As a participant in the Program, I understand and agree that completing the program according to the current MN Water Steward Program policy guidelines includes attending the required classes, completing a capstone project, and fulfilling the volunteer commitment.

I have read and understand this agreement.

Participant

A handwritten signature in black ink, appearing to read "Dan Trudeau", written over a horizontal line.

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

Print Name: Dan Trudeau

Phone #: 651-235-2049

Date of Signature: 28 Dec 2020

**Lower Mississippi River Watershed  
Management Organization (LMRWMO)**

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

A handwritten signature in black ink, appearing to read "Joe Barten", written over a horizontal line.

Joe Barten, LMRWMO Administrator

Date of Signature: 3-1-21



**AGREEMENT TO PARTICIPATE IN THE  
2021 LMRWMO  
MN WATER STEWARDS PROGRAM**

This Agreement ("Agreement") is made by and between Analiise Miller (Participant) and the Lower Mississippi River Watershed Management Organization ("LMRWMO") regarding participation in the MN Water Stewards (MWS) Program (Program).

The LMRWMO is providing funding of \$1,500.00 to the Freshwater Society for the Participant to complete the 2021 Program. Due to this commitment by the LMRWMO, the Participant agrees to pay \$150.00 to the LMRWMO at the beginning of the program which will be held until the Participant completes the Program. Completion of the program includes attending all required events and classes, completing the capstone project, and any other requirements set forth by the Freshwater Society. In the event that the Participant does not complete the Program per the MN Water Steward Program policy guidelines, the \$150 payment will be retained by the LMRWMO.

As a participant in the Program, I understand and agree that completing the program according to the current MN Water Steward Program policy guidelines includes attending the required classes, completing a capstone project, and fulfilling the volunteer commitment.

I have read and understand this agreement.

**Participant**

By: 

Print Name: Analiise Miller

Phone #: 612-396-5032

Date of Signature: Dec 17, 2020

**Lower Mississippi River Watershed  
Management Organization (LMRWMO)**

By: 

Joe Barten, LMRWMO Administrator

Date of Signature: 3-1-21



**AGREEMENT TO PARTICIPATE IN THE  
2021 LMRWMO  
MN WATER STEWARDS PROGRAM**

This Agreement ("Agreement") is made by and between Erik Peterson (Participant) and the Lower Mississippi River Watershed Management Organization ("LMRWMO") regarding participation in the MN Water Stewards (MWS) Program (Program).

The LMRWMO is providing funding of \$1,500.00 to the Freshwater Society for the Participant to complete the 2021 Program. Due to this commitment by the LMRWMO, the Participant agrees to pay \$150.00 to the LMRWMO at the beginning of the program which will be held until the Participant completes the Program. Completion of the program includes attending all required events and classes, completing the capstone project, and any other requirements set forth by the Freshwater Society. In the event that the Participant does not complete the Program per the MN Water Steward Program policy guidelines, the \$150 payment will be retained by the LMRWMO.

As a participant in the Program, I understand and agree that completing the program according to the current MN Water Steward Program policy guidelines includes attending the required classes, completing a capstone project, and fulfilling the volunteer commitment.

I have read and understand this agreement.

**Participant**

By: (Son) Erik Peterson

Print Name: ESP

Phone #: 612-616-6449

Date of Signature: 12/28/20

**Lower Mississippi River Watershed  
Management Organization (LMRWMO)**

By: [Signature]

Joe Barten, LMRWMO Administrator

Date of Signature: 3-1-21



# INVOICE

Barr Engineering Co.  
4300 MarketPointe Drive, Suite 200  
Minneapolis, MN 55435  
Phone: 952-832-2600; Fax: 952-832-2601  
FEIN #: 41-0905995 Inc: 1966

**Remittance address:**  
**Lockbox 446104**  
**PO Box 64825**  
**St Paul, MN 55164-0825**

Mr. Joe Barten  
Lower Mississippi River Water Mgmt. Org.  
c/o Dakota County SWCD  
Suite 102  
4100 220th Street West  
Farmington, MN 55024

March 1, 2022  
Invoice No: 23191436.00 - 15

<b>Total this Invoice</b>	<b>\$1,362.50</b>
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## Regarding: Fourth generation update to the Lower Mississippi River WMO Watershed Management Plan

This invoice is for professional services, which include the following:

- Preparing and distributing materials for Technical Advisory Committee (TAC) meetings
- Facilitating January 7, 2022 TAC meeting
- Facilitating January 25, 2022 TAC meeting
- Communications with Board of Water and Soil Resources regarding goals, strategies, and policies
- General communicating with LMRWMO Administrator and project management

Job	Task	Contract Budget	Previously Billed	Invoice Amount	Total Billed	Balance
ENG - Stakeholder Engagement	1A0	\$ 1,210.00	\$ 2,162.00		\$ 2,162.00	\$ (952.00)
	1B0	\$ 2,930.00	\$ 1,250.00	\$ 1,130.00	\$ 2,380.00	\$ 550.00
	1C0	\$ 1,550.00	\$ 898.50		\$ 898.50	\$ 651.50
	1D0	\$ -	\$ -		\$ -	\$ -
	1E0	\$ 3,580.00	\$ -		\$ -	\$ 3,580.00
	1F0	\$ 3,520.00	\$ 818.00		\$ 818.00	\$ 2,702.00
	1G0	\$ 4,880.00	\$ 4,784.00		\$ 4,784.00	\$ 96.00
	1H0	\$ 3,170.00	\$ 2,915.00		\$ 2,915.00	\$ 255.00
PLAN - Prepare Draft Plan	2A0	\$ 6,890.00	\$ 4,820.00		\$ 4,820.00	\$ 2,070.00
	2B0	\$ 6,730.00	\$ 75.00	\$ 232.50	\$ 307.50	\$ 6,422.50
	2C0	\$ 6,840.00	\$ 4,980.00		\$ 4,980.00	\$ 1,860.00
	2D0	\$ 7,540.00	\$ -		\$ -	\$ 7,540.00
	2E0	\$ 7,710.00	\$ -		\$ -	\$ 7,710.00
REV - Review and Adoption	3A0	\$ 4,240.00	\$ -		\$ -	\$ 4,240.00
	3B0	\$ 3,600.00	\$ -		\$ -	\$ 3,600.00
	3C0	\$ -	\$ -		\$ -	\$ -
	3D0	\$ 5,000.00	\$ -		\$ -	\$ 5,000.00
	3E0	\$ 2,260.00	\$ -		\$ -	\$ 2,260.00
<b>Total</b>		\$ 71,650.00	\$ 22,702.50	\$ 1,362.50	\$ 24,065.00	\$ 47,585.00



**Professional Services from January 1, 2022 to January 28, 2022**

Job	ENG	Stakeholder Engagement
Task	1B0	recruit and meet with CAC, TAC

**Labor Charges**

	Hours	Rate	Amount
Vice President			
Kieffer, Janna	1.50	185.00	277.50
Engineer / Scientist / Specialist III			
Williams, Sterling	5.50	155.00	852.50
	7.00		1,130.00
<b>Subtotal Labor</b>			<b>1,130.00</b>
		<b>Task Subtotal</b>	<b>\$1,130.00</b>
		<b>Job Subtotal</b>	<b>\$1,130.00</b>


Job	PLAN	Prepare Draft Plan
Task	2B0	establish measurable goals

**Labor Charges**

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	1.50	155.00	232.50
	1.50		232.50
<b>Subtotal Labor</b>			<b>232.50</b>
		<b>Task Subtotal</b>	<b>\$232.50</b>
		<b>Job Subtotal</b>	<b>\$232.50</b>
		<b>Total this Invoice</b>	<b>\$1,362.50</b>

Thank you in advance for your prompt processing of this invoice. If you have any questions, please contact Greg Williams, your Barr project manager at 952.832.2945 or email at [gwilliams@barr.com](mailto:gwilliams@barr.com).

Barr declares under the penalties of law that this account, claim or demand is just and no part of it has been paid.

Authorized By:   
Janna Kieffer



# Billing Backup

Tuesday, March 1, 2022

Barr Engineering Co. Invoice 15 Dated 3/1/2022 7:06:00 AM

Job	ENG	Stakeholder Engagement
Task	1B0	recruit and meet with CAC, TAC

## Labor Charges

			Hours	Rate	Amount
Vice President					
Vice President					
JMK2	Kieffer, Janna	1/7/2022	1.50	185.00	277.50
	participate in mtng w/TAC re goals and strategies				
Engineer / Scientist / Specialist III					
Engineer / Scientist / Specialist III					
SGW	Williams, Sterling	1/3/2022	1.00	155.00	155.00
	TAC meeting coordination and materials				
SGW	Williams, Sterling	1/7/2022	2.00	155.00	310.00
	Prep for and attend TAC meeting				
SGW	Williams, Sterling	1/25/2022	2.00	155.00	310.00
	prep for and attend TAC meeting				
SGW	Williams, Sterling	1/28/2022	.50	155.00	77.50
	prep for TAC				
			7.00		1,130.00
<b>Subtotal Labor</b>					<b>1,130.00</b>
<b>Task Subtotal</b>					<b>\$1,130.00</b>
<b>Job Subtotal</b>					<b>\$1,130.00</b>

Job	PLAN	Prepare Draft Plan
Task	2B0	establish measurable goals

## Labor Charges

			Hours	Rate	Amount
Engineer / Scientist / Specialist III					
Engineer / Scientist / Specialist III					
SGW	Williams, Sterling	1/18/2022	.50	155.00	77.50
	Call with Joe				
SGW	Williams, Sterling	1/19/2022	1.00	155.00	155.00
	call with BWSR				
			1.50		232.50
<b>Subtotal Labor</b>					<b>232.50</b>
<b>Task Subtotal</b>					<b>\$232.50</b>
<b>Job Subtotal</b>					<b>\$232.50</b>
<b>Total this Project</b>					<b>\$1,362.50</b>
<b>Total this Report</b>					<b>\$1,362.50</b>



# INVOICE

Barr Engineering Co.  
4300 MarketPointe Drive, Suite 200  
Minneapolis, MN 55435  
Phone: 952-832-2600; Fax: 952-832-2601  
FEIN #: 41-0905995 Inc: 1966

Remittance address:  
Lockbox 446104  
PO Box 64825  
St Paul, MN 55164-0825

Ms. Nancy Bauer  
Lower Mississippi River Water Mgmt. Org.  
City of Mendota Heights  
1101 Victoria Curve  
Mendota Heights, MN 55118

March 1, 2022  
Invoice No: 23190078.00 - 243

<b>Total this Invoice</b>	<b>\$1,038.50</b>
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## Regarding: Watershed Management Organization

The following invoice is for professional services related to the above project, which include:

- Material preparation for the January 12, 2022 Board of Managers meeting
- Attending January 12, 2022 Board of Managers meeting and facilitating discussion regarding the Plan update
- Coordinating with City of St. Paul staff regarding possible performance standards updates
- Communicating with LMRWMO Administrator and project management

### Professional Services from January 1, 2022 to January 28, 2022

Job	2020	2020 Engineering Services
Task	001	Board Meetings

#### Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	4.50	155.00	697.50
	4.50		697.50
<b>Subtotal Labor</b>			<b>697.50</b>
		<b>Task Subtotal</b>	<b>\$697.50</b>

Task	002	Technical Assistance
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#### Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Williams, Sterling	2.20	155.00	341.00
	2.20		341.00
<b>Subtotal Labor</b>			<b>341.00</b>

**Task Subtotal** **\$341.00**

**Job Subtotal** **\$1,038.50**

**Total this Invoice** **\$1,038.50**

# Billing Backup

Tuesday, March 1, 2022

Barr Engineering Co. Invoice 243 Dated 3/1/2022 6:57:59 AM

Job	2020	2020 Engineering Services
Task	001	Board Meetings

## Labor Charges

			Hours	Rate	Amount	
Engineer / Scientist / Specialist III						
	Engineer / Scientist / Specialist III					
SGW	3 - Williams, Sterling	1/7/2022	.50	155.00	77.50	
	Prep with JB re: 01/12 meeting					
SGW	3 - Williams, Sterling	1/12/2022	3.00	155.00	465.00	
	prep for and attend Board meeting; facilitate discussion					
SGW	3 - Williams, Sterling	1/25/2022	1.00	155.00	155.00	
	prep with Joe					
			4.50		697.50	
	<b>Subtotal Labor</b>					<b>697.50</b>
						<b>Task Subtotal</b>
						<b>\$697.50</b>

Task	002	Technical Assistance
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## Labor Charges

			Hours	Rate	Amount	
Engineer / Scientist / Specialist III						
	Engineer / Scientist / Specialist III					
SGW	3 - Williams, Sterling	1/7/2022	1.70	155.00	263.50	
	Call with St Paul staff regarding permit role					
SGW	3 - Williams, Sterling	1/14/2022	.50	155.00	77.50	
	IGH signage communications					
			2.20		341.00	
	<b>Subtotal Labor</b>					<b>341.00</b>
						<b>Task Subtotal</b>
						<b>\$341.00</b>
						<b>Job Subtotal</b>
						<b>\$1,038.50</b>
						<b>Total this Project</b>
						<b>\$1,038.50</b>
						<b>Total this Report</b>
						<b>\$1,038.50</b>

LMRWMO 2022 Budget & Financial Summary												2022 Monthly Revenue		
Revenue	Budget	Dec 9, 2021 - Jan 12, 2022	Jan 13 - Feb 9 2022	Feb 10 - Mar 9 2022	Mar 10 - April 13 2022	April 14 - May 11 2022	May 12 - June 8 2022	June 9 - July 13 2022	July 14 - Aug 10 2022	Aug 11 - Sept 14 2022		2022 Total	Variance	Percent Received
Dues from Members	\$115,735.00											\$0.00	\$115,735.00	0%
Interest	\$600.00	\$33.70	\$33.56	\$30.16								\$97.42	\$502.58	16%
LMCIT Rebate	\$500.00	\$920.00										\$920.00	(\$420.00)	184%
Combined Grant Income	\$131,975.00											\$0.00	\$131,975.00	0%
Subtotal Operating Revenue	\$248,810.00	\$953.70	\$33.56	\$30.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$1,017.42		
2022 Monthly Expenses														
Expenses	Budget	Dec 9, 2021 - Jan 12, 2022	Jan 13 - Feb 9 2022	Feb 10 - Mar 9 2022	Mar 10 - April 13 2022	April 14 - May 11 2022	May 12 - June 8 2022	June 9 - July 13 2022	July 14 - Aug 10 2022	Aug 11 - Sept 14 2022		2022 Total	Remaining Budget	Percent Expended
Engineering/Technical Assistance														
Technical Assistance	\$5,500.00	\$156.00	\$411.00	\$697.50								\$1,264.50	\$6,000.00	23%
Meetings	\$6,000.00	\$300.00	\$750.00	\$341.00								\$1,391.00	\$6,500.00	23%
Watershed Plan Amendment	\$40,000.00	\$1,845.00	\$1,038.00	\$1,362.50								\$4,245.50	\$35,754.50	11%
Project Planning/Implementation														
Plan Implementation	\$5,000.00											\$0.00	\$5,000.00	0%
Landscaping for Clean Water Projects	\$12,000.00		\$4,500.00									\$4,500.00	\$7,500.00	38%
Water Monitoring <sup>4</sup>	\$22,000.00	\$2,660.00	\$2,115.75									\$4,775.75	\$17,224.25	22%
Ramsey County Subwatershed Analysis <sup>2</sup>	\$4,250.00											\$0.00	\$4,250.00	0%
Grant Matching Funds	\$4,640.00											\$0.00	\$4,640.00	0%
Education														
Landscaping for Clean Water Workshops	\$6,400.00											\$0.00	\$6,400.00	0%
MN Water Stewards Program	\$10,000.00		\$120.00	\$600.00								\$720.00	\$9,280.00	7%
Storwater Signage Program	\$2,500.00											\$0.00	\$2,500.00	0%
WMO Tabling/Event Materials	\$500.00											\$0.00	\$500.00	0%
General Education Requests	\$2,000.00											\$0.00	\$2,000.00	0%
Metro Watershed Partners Membership	\$1,000.00		\$1,000.00									\$1,000.00	\$0.00	100%
Website Update / Maintenance <sup>3</sup>	\$4,000.00		\$1,380.00									\$1,380.00	\$2,620.00	35%
Board Education	\$500.00											\$0.00	\$500.00	0%
Administration														
General Administration	\$36,000.00	\$2.00	\$5,252.00	\$2.00								\$5,256.00	\$30,744.00	15%
Insurance	\$2,500.00											\$0.00	\$2,500.00	0%
Attorney and Audit	\$5,000.00											\$0.00	\$5,000.00	0%
Subtotal Operating Expenses	\$169,790.00	\$4,963.00	\$16,566.75	\$3,003.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$24,532.75	\$148,912.75	14%
Subtotal Grant Expenses	\$198,324.00	\$5,985.63	\$4,395.83									\$10,381.46	\$285,325.50	5%
Overall Fund Balance		\$263,000.97	\$242,071.95	\$239,099.11	\$239,099.11	\$239,099.11	\$239,099.11	\$239,099.11	\$239,099.11	\$239,099.11				
Total Grant Balance		\$112,870.37	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54	\$108,474.54				
LMRWMO Operating Fund Balance		\$150,130.60	\$133,597.41	\$130,624.57	\$130,624.57	\$130,624.57	\$130,624.57	\$130,624.57	\$130,624.57	\$130,624.57				
Unencumbered Operating Fund Balance <sup>1</sup>		\$140,130.60	\$123,597.41	\$120,624.57	\$120,624.57	\$120,624.57	\$120,624.57	\$120,624.57	\$120,624.57	\$120,624.57				

Carryover Fund Balance from Dec. 8, 2021
\$267,010.27

Anticipated use of Fund Balance in 2022
\$39,955.00

2022 Budget Notes:

- \$10,000 set aside in 2022 for 2033 Watershed Plan Update, will add \$5,000 annually to encumbered amount.
  - Is carryover from November 2020 approved expediture. Amended due to omission from original 2022 budget.
  - Is carryover from May 2020 approved expenditure. Amended due to omission from original 2022 budget.
  - Board approved additional \$13,000 towards Lake Augusta monitoring in 2022.
- General: Budget is an estimate and will vary depending on changing priorities and grant project progress.

LMRWMO 2022 Grant Budget & Financial Summary															
	Budget	Accumulated Prior to Dec 9, 2021	Dec 9, 2021 - Jan 12, 2022	Jan 13 - Feb 9 2022	Feb 10 - Mar 9 2022	Mar 10 - April 13 2022	April 14 - May 11 2022	May 12 - June 8 2022	June 9 - July 13 2022	July 14 - Aug 10 2022	Aug 11 - Sept 14 2022		Total	Variance	Percent Received/ Expended
<b>BWSR - FY 2019 Watershed Based Implementation Funding</b>															
<b>Revenue</b>															
BWSR FY-2019 WBIF Payment	\$144,670.00	\$72,335.00											\$72,335.00	\$72,335.00	50%
WBIF Matching Funds	\$59,640.00												\$0.00	\$59,640.00	0%
<b>Total Revenue</b>	<b>\$204,310.00</b>	<b>\$72,335.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$72,335.00</b>	<b>\$131,975.00</b>	<b>35%</b>
<b>Expenses</b>															
Grant Administration	\$8,000.00	\$497.43											\$497.43	\$7,502.57	6%
Education Program Implementation	\$36,000.00	\$1,899.87		\$492.64									\$2,392.51	\$33,607.49	7%
Education Program Project Dev.	\$4,670.00	\$913.75		\$3,258.97									\$4,172.72	\$497.28	89%
Education Program Project Dev. Match (WMO)	\$4,640.00												\$0.00	\$4,640.00	0%
Interstate Valley Creek Project Dev.	\$4,000.00	\$339.96											\$339.96	\$3,660.04	8%
Interstate Valley Creek Study	\$44,000.00												\$0.00	\$44,000.00	0%
Interstate Valley Creek Study Match	\$25,000.00												\$0.00	\$25,000.00	0%
Lake Augusta Project Development	\$4,000.00	\$2,334.62		\$644.22									\$2,978.84	\$1,021.16	74%
Lake Augusta Study	\$44,000.00												\$0.00	\$44,000.00	0%
Lake Augusta Study Match	\$30,000.00												\$0.00	\$30,000.00	0%
<b>Total Expenses</b>	<b>\$204,310.00</b>	<b>\$5,985.63</b>	<b>\$0.00</b>	<b>\$4,395.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$10,381.46</b>	<b>\$193,928.54</b>	<b>5%</b>
<b>FY-19 WBIF Balance</b>		<b>\$66,349.37</b>	<b>\$66,349.37</b>	<b>\$61,953.54</b>	<b>\$61,953.54</b>	<b>\$61,953.54</b>	<b>\$61,953.54</b>	<b>\$61,953.54</b>	<b>\$61,953.54</b>	<b>\$61,953.54</b>	<b>\$61,953.54</b>		<b>\$61,953.54</b>		
<b>BWSR - FY 2021 Watershed Based Implementation Funding</b>															
<b>Revenue</b>															
BWSR FY-2021 WBIF Payment	\$93,042.00	\$46,521.00											\$46,521.00	\$46,521.00	50%
WBIF Matching Funds	\$9,304.00												\$0.00	\$9,304.00	0%
<b>Total Revenue</b>	<b>\$102,346.00</b>	<b>\$46,521.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$46,521.00</b>	<b>\$55,825.00</b>	<b>45%</b>
<b>Expenses</b>															
Grant Administration	\$10,042.00												\$0.00	\$10,042.00	0%
Erosion & Direct Drainage Study	\$71,000.00												\$0.00	\$71,000.00	0%
Erosion & Direct Drainage Study Match (WMO)	\$9,304.00												\$0.00	\$9,304.00	0%
Project Development	\$12,000.00												\$0.00	\$12,000.00	0%
<b>Total Expenses</b>	<b>\$102,346.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$102,346.00</b>	<b>0%</b>
<b>FY-21 WBIF Balance</b>		<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>	<b>\$46,521.00</b>		<b>\$46,521.00</b>		
<b>MN DNR - Seidls Lake Shoreline LCCMR Grant</b>															
<b>Revenue</b>															
Grant Reimbursement Payments	\$382,000.00												\$0.00	\$382,000.00	0%
Matching funds	\$75,000.00												\$0.00	\$75,000.00	0%
<b>Total Revenue</b>	<b>\$457,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$457,000.00</b>	<b>0%</b>
<b>Expenses</b>															
Grant Administration/Project Mgmt	\$26,000.00												\$0.00	\$26,000.00	0%
Construction	\$356,000.00												\$0.00	\$356,000.00	0%
Engineering - Construction Docs	\$37,500.00												\$0.00	\$37,500.00	0%
Engineering - Const. Mgmt, Permits, Bids	\$37,500.00														
<b>Total Expenses</b>	<b>\$457,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$419,500.00</b>	<b>0%</b>
<b>Seidls Lake Shoreline Balance</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>		
	Budget	Accumulated Prior Years	Dec 9, 2021 - Jan 12, 2022	Jan 13 - Feb 9 2022	Feb 10 - Mar 9 2022	Mar 10 - April 13 2022	April 14 - May 11 2022	May 12 - June 8 2022	June 9 - July 13 2022	July 14 - Aug 10 2022	Aug 11 - Sept 14 2022		Total	Variance	Percent Received/ Expended
<b>TOTAL GRANT FUNDS RECEIVED</b>	<b>\$763,656.00</b>	<b>\$118,856.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$118,856.00</b>	<b>\$644,800.00</b>	<b>16%</b>
<b>PASS THROUGH MATCH RECEIVED</b>	<b>\$130,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$143,944.00</b>	<b>0%</b>
<b>LMRWMO MATCH PROVIDED</b>	<b>\$13,944.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$644,800.00</b>	<b>0%</b>
<b>GRANT EXPENSES (MINUS WMO MATCH)</b>	<b>\$749,712.00</b>	<b>\$5,985.63</b>	<b>\$0.00</b>	<b>\$4,395.83</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$10,381.46</b>	<b>\$739,330.54</b>	<b>1%</b>
<b>PASS THROUGH MATCH EXPENSES</b>	<b>\$130,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$130,000.00</b>	<b>0%</b>
<b>NET PASS THROUGH MATCH FUND BALANCE</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>		
<b>NET FUND BALANCE (MINUS WMO MATCH)</b>		<b>\$112,870.37</b>	<b>\$112,870.37</b>	<b>\$108,474.54</b>	<b>\$108,474.54</b>	<b>\$108,474.54</b>	<b>\$108,474.54</b>	<b>\$108,474.54</b>	<b>\$108,474.54</b>	<b>\$108,474.54</b>	<b>\$108,474.54</b>		<b>\$108,474.54</b>		



## MEMORANDUM

**To:** LMRWMO Board of Managers  
**From:** Joe Barten, Dakota County SWCD  
**Subject:** Authorization to Review the City of Mendota Local Watershed Management Plan  
**Date:** March 3, 2022

### Summary

The LMRWMO has been contacted by the consultant preparing the City of Mendota Local Watershed Management Plan, which is in draft form and ready for local review. The WMO typically reviews member City Local Water Plans for conformance with WMO standards and requirements. This situation is unique as Mendota is not LMRWMO member City. The LMRWMO Administrator consulted with the WMO's legal counsel on the necessity of review and obligation of the City to comply. Their response is summarized in the below paragraphs.

State statute requires the City submit their plan to the WMO for review/comment. The City is obligated to conform its plan to the WMO plan requirements, regardless of membership in the LMRWMO JPA. The WMO is not technically obligated to review and comment on the plan, however if the WMO doesn't review, the local plan would be deemed approved after expiration of the review period.

Although Mendota is not a WMO member City, review of their plan accomplishes the core mission of the WMO in managing and improving water resources throughout the watershed. The LMRWMO Administrator recommends the WMO Board direct Barr Engineering to review the plan for conformance with the LMRWMO Plan within the review period.

**Board Action Requested:** Authorize Barr Engineering to review the Draft City of Mendota Local Watershed Management Plan for conformance with the current LMRWMO Plan, incorporate comments from the Metropolitan Council, and prepare a letter summarizing the comments for review by the LMRWMO Board at a future meeting.

**Attached:** None





## MEMORANDUM

**To:** LMRWMO Board of Managers  
**From:** Joe Barten, Dakota County SWCD  
**Subject:** Execute Agreement for Seidls Lake Shoreline Grant with MN DNR  
**Date:** March 1, 2022

### Summary

The LMRWMO Board moved to apply for \$382,000 from the Minnesota Department of Natural Resources (MN DNR) Conservation Partners Legacy (CPL) grant at the August 11, 2021 meeting for the Seidls Lake Shoreline Restoration project. The LMRWMO was awarded the funding and WMO staff have worked to finalize the grant work plan, and provide required documents to the MN DNR.

Is important to note that MN DNR policy on billable rate is different than past Board of Water and Soil Resources grants. When the Dakota County SWCD charges the LMRWMO its \$85/hour rate for work necessary to implement this grant, only \$51/hour (approximately) can be reimbursed by the grant (hourly wages and benefits only). The remaining \$34 will need to be covered by the LMRWMO. With 150 hours of Administrator time in the grant work plan, approximately \$5,100 in funds will need to come from the LMRWMO to make up the difference. This would likely be split between the 2023 and 2024 LMRWMO budgets as the project is not planned to begin in 2022.

A joint powers agreement between the LMRWMO and Cities of Inver Grove Heights and South St. Paul will be prepared in the coming months, outlining the commitment of the Cities to provide \$75,000 in matching funds towards the project.

**Board Action Requested:** Authorize the LMRWMO Board Chair and Administrator to execute the attached agreement with the Minnesota Department of Natural Resources.

Authorize the Board Chair to execute a Joint Powers Agreement between the LMRWMO and Cities of Inver Grove Heights and South St. Paul, outlining the commitment of \$75,000 in matching funds towards the project.

**Attached:** Seidls Lake Shoreline Restoration Grant Agreement and Work Plan

State Accounting Information PO Number: 3000204180

## CONSERVATION PARTNERS LEGACY GRANT PROGRAM ENCUMBRANCE WORKSHEET

### Lower Mississippi River WMO/ Seidls Lake Shoreline Habitat Restoration

## State Accounting information:

SWIFT Contract Doc. Type: \_\_\_\_\_ SWIFT Contract #: 207686  
 SWIFT Contract Line # (Annual Plans): \_\_\_\_\_ SWIFT Purchase Order #: 3000204180

Agency: <b>R2901</b>	Submitted By: <b>Kathy Varble</b>	Origin: <b>A24</b>	Vendor #: <b>0000345748</b>	Category Code: <b>84101501</b>
Total Amount of Contract for ALL years: <b>\$382,000</b>		Total Amount of Contract: <b>\$ 382,000</b>		
Total Amount of Contract:		For FY: <b>22</b>		
For FY:		Total Amount of Contract: \$		

Contract Start Date: Upon Execution Speedchart Name: \_\_\_\_\_  
 Contract Expiration Date: June 30, 2025 Speedchart Number: \_\_\_\_\_

Grantee Name and Address: Lower Mississippi River WMO  
c/o Dakota County SWCD  
Farmington, MN 55024

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ NoCheck for annual plan limit? ☒ Yes ☐ NoWork on state lands? ☐ Yes ☐ NoPO Reference: **KV-FY22 CPL Seidls Lake Shoreline Habitat Restoration**

Description: **FY2022 CPL 1; Lower Mississippi River WMO, Seidls Lake Shoreline Habitat Restoration. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

#### Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
<b>1</b>	<b>22</b>	<b>\$382,000</b>	<b>2300</b>	<b>R2936725</b>	<b>R296K20</b>	<b>441502</b>		<b>2W205</b>	

#### Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category



State Accounting Information PO Number: \_\_\_\_\_

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**STATE OF MINNESOTA**  
**CONSERVATION PARTNERS LEGACY GRANT PROGRAM**  
**GRANT CONTRACT**  
**Lower Mississippi River WMO/ Seidls Lake Shoreline Habitat Restoration**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and Lower Mississippi River WMO, c/o Dakota County SWCD, Farmington, MN 55024 ("Grantee").

**Recitals**

1. Under Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Contract**

**1 Term of Grant Contract**

- 1.1 **Effective date:** The date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Per, [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

**2 Duties**

**Grantee's Duties**

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal* (RFP) may be located at [https://files.dnr.state.mn.us/fish\\_wildlife/cpl/fy22-rfp.pdf](https://files.dnr.state.mn.us/fish_wildlife/cpl/fy22-rfp.pdf).
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must

be submitted prior to or with the request for final payment.

- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

#### **State's Duties**

- 2.9 To provide Grantee up to **\$382,000** for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

### **3 Time**

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

### **4 Project Requirements**

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4. **Restoration and Management Plan.** *Hereinafter known as R&M Plan.*
  - (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [http://files.dnr.state.mn.us/natural\\_resources/npc/bmp\\_contract\\_language.pdf](http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf).

4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at <https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf>.

4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

## 5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

## 6 Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$382,000**.

### 6.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2025**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

[http://files.dnr.state.mn.us/assistance/grants/habitat/lessard\\_sams/grantee/payment\\_manual.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf)

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as

described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

#### 6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

#### (b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

State Accounting Information PO Number: \_\_\_\_\_

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** 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, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>.

## 7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, 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.

## 8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

## 9 Authorized Representative

The State's Authorized Representatives:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
<a href="mailto:kathy.varble@state.mn.us">kathy.varble@state.mn.us</a>

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
Joe Barten	Joe Barten

State Accounting Information PO Number: \_\_\_\_\_

Administrator	Administrator
c/o Dakota County SWCD	c/o Dakota County SWCD
4100 220th St. West #102	
Farmington, MN 55024	Farmington, MN 55024
joe.barten@co.dakota.mn.us	joe.barten@co.dakota.mn.us
952-212-2266	651-480-7784

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

## 10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract 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 contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 11 Liability and Insurance

- 11.1 **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 contract 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 contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker's 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.

## 12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

## 13 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 contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all



state and program retention requirements, whichever is later.

## 14 Government Data Practices and Intellectual Property Rights

14.1 **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 grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. 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. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### 14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

### (b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to,



attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) ***Uses of the Works and Documents.***

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) ***Possession of Documents.***

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

**15 Data Compatibility and Availability Requirements**

- 15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.
- 15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

**16 Publicity, Advertising and Endorsement**

- 16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. 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 contract.
- 16.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

**17 Governing Law, Jurisdiction, and Venue**

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

**18 Accessibility and Safety**

- 18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.
- 18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at [www.osha.gov/law-regs.html](http://www.osha.gov/law-regs.html).

**19 Subgrantees/ Vendor Services**

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another

entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at [https://files.dnr.state.mn.us/fish\\_wildlife/cpl/rfp.pdf](https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf) as applicable.

## **20 Purchase of Recycled or Recyclable Materials**

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

## **21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

## **22 Termination**

22.1 **Termination by the State.** The State may immediately terminate this grant contract 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.

22.2 **Termination for Cause.** 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.

## **23 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.

## **24 Use of Funds for Match or Reimbursement**

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

## **25 Conflict of Interest**

Under the Minnesota Department of Administration's Office of Grants Management [Conflict of Interest Policy for State Grant Making](#) (available at [http://mn.gov/admin/images/grants\\_policy\\_08-01.pdf](http://mn.gov/admin/images/grants_policy_08-01.pdf)) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

State Accounting Information PO Number: \_\_\_\_\_

**1. STATE ENCUMBRANCE**

**VERIFICATION**

**3. STATE AGENCY**

*Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.*

By: Mary Lavelle  
E8D1EBB88991E42E...

Date: February 15, 2022

Purchase Order Number:

3000204180

Contract #: 207686

**3. DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_  
*with delegated authority*

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

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

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

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

Name: Joe Barten

Title: LMRWMO Administrator

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

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

Name: Sharon Lencowski

Title: LMRWMO Board Chair

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

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

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

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

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

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

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

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

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



## DIVISION OF FISH AND WILDLIFE CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: December 6, 2021

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### PROJECT CONTACT

**Project Name:** Seidls Lake Shoreline Habitat Restoration  
**Organization Name:** Lower Mississippi River WMO  
**Organization Type:** Government  
**Mailing Address 1:** c/o Dakota County SWCD  
**Mailing Address 2:** 4100 220th St. West #102  
**City, State ZIP Code:** Farmington, MN 55024

**Project Manager:** Joe Barten  
**Title:** Administrator  
**Phone:** 952-212-2266  
**Email:** joe.barten@co.dakota.mn.us

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### PROJECT OVERVIEW

#### Sites / Location

**County Name:** Dakota  
**Project Site Name:** Seidls Lake  
**Total Project Sites:** 1  
**Total Project Acres:** 1

#### Land Ownership

**Primary Land Ownership:** Local Government  
**Additional Land Ownerships:** (N/A)

#### Habitat

**Primary Type:** Fish, Game or Wildlife Habitat  
**Additional Types:** (N/A)

#### Activities

**Primary Activity:** Restoration  
**Additional Activities:** (N/A)

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### PROJECT FUNDING SUMMARY

**Grant Type:** Metro  
**Grant Request Level:** Over \$25,000

<b>Total Grant Amount Requested:</b>	\$382,000
<b>Total Match Amount Pledged:</b>	\$75,000
<b>Additional Funding Amount:</b>	\$0
<b>Total Project Cost:</b>	<b>\$457,000</b>

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### PROJECT SUMMARY

Straddling the border of two cities, Seidls Lake and Park is a cooperative effort between the Cities of South St. Paul and Inver Grove Heights. The park is a regional amenity in a highly urbanized area with few other nearby natural areas. The part itself is relatively undeveloped for visitors to enjoy a leisurely walk to view wildlife through the trees on the trail along the eastern side of the lake. The lake is also a popular local fishing destination.

The proposed project will stabilize approx. 2,500 linear feet and 1.4 acres of the eroded and exposed portions of the shoreline with native vegetation seeding and thousands of native plant plugs. A variety of native vegetation types suited to the various depths, slopes, sunlight conditions, and which provide diverse habitat and benefits to wildlife will be utilized. This includes emergent and fringe lake/wetland species. This will provide an enhanced, healthy, and vegetated littoral zone around the entire lake, which is currently barren. Additionally, invasive species removal in the primary shoreline restoration area and the adjacent woodland (primarily buckthorn) is included in the project scope. Removal and stump treating with herbicide will prevent re-growth in the selected areas. The benefits to the native shoreline habitat restoration project will extend even further to provide improved water quality for this fishery (primarily panfish; bluegill, crappie, and bass), which has seen declining water clarity due to excess shoreline erosion. Fishing blocks to provide enhanced access to the fishery are included in the plan but are not reimbursable.

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### PROBLEM STATEMENT

Seidls Lake has normal water levels between elevation 800' and 805' with the ability to bounce to 814'. Over the past 10 years, wet weather has caused the lake levels to bounce significantly, staying around 808'-810' for a large part of the last 10 years. This is due in large part to the lake having no natural outlet. These recent wet years have caused high water levels on Seidls Lake to be sustained for extreme periods of time. This has resulted in a lack of shoreline habitat, lack of native vegetation, bare

# CONSERVATION PARTNERS LEGACY GRANT

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## PROBLEM STATEMENT *(Continued)*

erodible soil, dead upland trees, dead vegetation, inaccessible trails, and deteriorated water quality. Portions of a paved City trail have also been under water for the majority of the last 10 years limiting the public's ability to access this regional amenity. To remedy these issues, the Cities have a lift station outlet project underway to stabilize the lake level. This will leave large swaths of shoreline exposed and in need of restoration after being inundated for years with high waters.

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## PROJECT OBJECTIVES

This project will significantly improve the native habitat for both aquatic and terrestrial wildlife within Seidl's Lake. Designers will carefully identify and selectively provide in-lake structure by leaving as many as possible of the existing fallen trees in the riparian zone and in the water, per the recommendation from MN DNR Fisheries staff. This will provide habitat for the entire food chain from insects on up to the fish. Birds, turtles, and amphibians also benefit from this type of habitat.

The proposed project will include the entire shoreline area around Seidl's Lake, with different approaches based on the existing slopes and vegetation to provide the most ecologically sensitive approach. The eroded and exposed portions of the shoreline will be stabilized with native vegetation seeding and thousands of native plant plugs. A variety of native vegetation types suited to the various water depths, amount of inundation, slope, sunlight conditions, and which provide diverse habitat and benefits to wildlife will be utilized. This includes emergent and fringe lake/wetland species, grasses, forbs, sedges, shrubs, and trees. This will provide an enhanced, healthy, and vegetated littoral zone around the entire lake, which is currently barren. The benefits to the native shoreline habitat restoration project will extend even further to provide improved water quality for this fishery (primarily panfish; bluegill, crappie, and bass) which has seen declining water clarity due to excess shoreline erosion. Fishing blocks to provide enhanced access to the fishery are included in the plan but will not be reimbursed by the grant.

Seidl's Lake is characterized by steep slopes down to the lake from the surrounding neighborhood. Additionally, it is located in a fully developed urban setting where limiting disturbance is crucial. For these reasons, construction costs for urban projects are typically much higher than those in out-state or rural areas, where access and site constraints are typically less. The limited access to the construction site/shoreline in this dense urban area is one reason for the cost for restoration perhaps being higher than other projects. However, this project is the best and only solution to stabilize the shoreline with a comprehensive and well thought out implementation plan.

The land surrounding the lake is publicly owned and the project will be implemented on public land.

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## METHODS

This project will be designed in concert with a trail reconstruction project. The multiple and combined facets of these two projects necessitate a coordinated effort in design and construction as the trail and shoreline restoration are within the same project area. Costs for the two projects will be separated for grant reporting purposes and implementing these two projects together is the most cost effective approach for implementing the shoreline restoration.

The site will be surveyed to identify necessary project information, identify specific species to protect, and allow project designers and biologists will carefully identify and selectively provide in-lake structure by leaving as many as possible of the existing fallen trees in the riparian zone and in the water, per the recommendation from MN DNR Fisheries staff. This will provide habitat for the entire food chain from insects on up to the fish. Birds, turtles, snakes, and amphibians also benefit from this type of habitat.

The project will also employ other current techniques utilized by the Minnesota DNR, which include coconut fiber logs for toe stabilization, toe rock benches, toe wood structures, and root wads. These will be strategically sited to provide maximum benefit to the lake and habitat based on shoreline slope, adjacent and existing vegetation, and proximity to infrastructure. A variety of native vegetation types which are suited to the various depths, slopes, sunlight conditions, and which provide diverse habitat and benefits to wildlife will be utilized. This includes emergent and fringe lake/wetland species. This will provide an enhanced, healthy, and vegetated littoral zone around the entire lake, which is currently barren. Additionally, invasive species removal in the primary shoreline restoration area and the adjacent woodland (primarily buckthorn) is included in the project scope. Removal and stump treating with herbicide will prevent re-growth in the selected areas. Fishing blocks will be sited within the project area selectively to provide enhanced access to the fishery.

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## EXPERIENCE / ABILITIES

The proposed project area is on protected and publicly owned land by the two partner Cities, South St. Paul and Inver Grove Heights. This project will be a true partnership and collaboration between the LMRWMO and the two Cities. This will provide a

CONSERVATION PARTNERS LEGACY GRANT

EXPERIENCE / ABILITIES (Continued)

successful, well rounded, and comprehensive project with professionals in multiple areas of expertise.

The LMRWMO has initiated and completed successful shoreline restoration projects in the past, including a very recent project at Thompson Lake in West St. Paul. This Thompson Lake Restoration project included extensive native shoreline vegetative habitat restoration. It was also similar to the Seidls Lake project as it was implemented in partnership with the local City (and Dakota County). This recent project was very much a success and was lauded by Dakota County and won a 2020 achievement award from the MN Association of Counties for its habitat and community benefits. The LMRWMO has contracted staff who are employees of the Dakota County SWCD. These staff are experienced in shoreline restoration design, oversight, and installation. They are also experienced in grant administration and project management for projects of this scale.

PROJECT TIMELINE

Time Frame	Goal
2021	Continue eng. plans & const. docs for project. Partner agmts.
2022	Finalize eng. plans and permits. Bid project, begin construction.
2023	Complete/continue shoreline habitat restoration activities as necessary with project activities.
2024+	Perform establishment period maintenance of shoreline restoration (outside grant scope)

Estimated Project Completion Date: 2023-10-15

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

The project will be a true partnership and collaboration between the LMRWMO and the two Cities. The three parties will have a cooperative agreement outlining roles of the respective organizations and staff to implement the project. This will provide a successful, well rounded, and comprehensive project with professionals in multiple areas of expertise, such as engineering, water resources, ecology, native plant design and installation, shoreline restoration, and construction management.

Restoration of the Seidls Lake shoreline area is a continued priority for the LMRWMO as identified in its Comprehensive Watershed Management Plan, as well as for South St. Paul and Inver Grove Heights as they desire it to be the centerpiece of a regional trail system and an amenity for the public.

2. Describe any urgency associated with this project.

This project is necessary to complete as soon as possible in this grant cycle as the lake outlet project will expose large swaths of shoreline which had previously been inundated and are in dire need of habitat restoration. Installing the project in this grant cycle will ensure the proper planning and implementation is done up front, before undesirable invasive species move in to fill the void.

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

The Cities of South St. Paul and Inver Grove Heights have committed more than the required amount of matching funds towards the project. They have budgeted for the project matching funds in their capital improvement budgets. If this grant funding is not secured, it is not possible for the Cities to implement this project. Therefore the funding is necessary and will not supplant existing funding.

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

The lake is frequented by residents for fishing. Hunting is not allowed for any seasons due to the project site location in a highly dense urban area.

5. Discuss use of native vegetation (if applicable).

Native vegetation will be the primary method of stabilization in this shoreline habitat restoration project. Native plant species will be strategically selected and sited to provide maximum benefit to the lake and habitat based on shoreline slope, adjacent and existing vegetation, and proximity to infrastructure. A variety of native vegetation types which are suited to the various depths, slopes, sunlight conditions, and which provide diverse habitat and benefits to wildlife will be utilized. This includes upland, emergent, transitional, and fringe lake/wetland species. This will provide a healthy and vegetated littoral zone around

## CONSERVATION PARTNERS LEGACY GRANT

### PROJECT INFORMATION *(Continued)*

the entire lake, which is currently barren. Both native seed, native plant plugs, live stakes, and potted native plants, will be utilized to maximize their benefit to shoreline habitat.

#### 6. Discuss your budget and why it is cost effective.

This project is the best environmental and habitat conscious solution to stabilize the shoreline with a comprehensive and well thought out implementation plan. This project will be designed in concert with a trail reconstruction project. Implementing these two projects together is the most cost effective approach for installing the shoreline restoration as there will be efficiencies in engineering, survey, bidding, construction mobilization, and oversight. Costs can be separated for grant reporting. The combined projects also necessitate a coordinated effort in design and implementation as they are within the same project area.

Additionally, the land is already publicly owned and the project partners are committed to providing more than the minimum match amount.

#### 7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

Restoration of the Seidls Lake shoreline area is a continued priority for the LMRWMO as identified in its Comprehensive Watershed Management Plan, as well as for South St. Paul and Inver Grove Heights as they desire it to be the centerpiece of a regional trail system and an amenity for the public. The Cities have shown this in their investment in multiple stormwater improvement projects to benefit the lake, including two hydrodynamic separators, two large scale raingardens, one iron enhanced bioretention basin, and a large scale tree trench system.

The project will have very high visibility as a regional trail and park bring visitors to learn about the restoration benefits. Given the high visibility and use of the park and trail, the LMRWMO and Cities also plan to highlight the restoration with educational signage on the benefits of bioengineering shoreline habitat restoration and native plants for wildlife habitat.

### BUDGET INFORMATION

#### Organization's Fiscal Contact Information

**Name:** Joe Barten  
**Title:** Administrator  
**Email:** joe.barten@co.dakota.mn.us  
**Phone:** 651-480-7784

**Street Address 1:** c/o Dakota County SWCD  
**Street Address 2:** 4100 220th St. West #102  
**City, State ZIP Code:** Farmington, MN 55024

#### Budget Details

##### Personnel

Name	Title / Work to be completed	Amount	Grant/Match	In-kind/Cash
Joe Barten - Administrator	Grant admin/project mgmt	\$26,000	Grant	(N/A)

##### Contracts

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
To be determined via bid	Construction of project	\$356,000	Grant	(N/A)

##### Professional Services

Professional Name	Description of Services	Amount	Grant/Match	In-kind/Cash
Eng. Project Consultant	Bids, permits, const. mgmt.	\$37,500	Match	In-Kind
Eng. Project Consultant	Construction documentation	\$37,500	Match	In-Kind

#### Additional Funding

**Additional Funding Amount:** \$0



## CONSERVATION PARTNERS LEGACY GRANT

### BUDGET INFORMATION *(Continued)*

#### Budget Overview

Item Type	Grant	Match	Total
Personnel	\$26,000	-	\$26,000
Contracts	\$356,000	-	\$356,000
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	\$75,000	\$75,000
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	-	-
<b>Totals:</b>	<b>\$382,000</b>	<b>\$75,000</b>	<b>\$457,000</b>

### SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

#### Land Manager

**Name:** Sue Polka  
**Organization:** City of South St. Paul  
**Title:** City Engineer

**Phone:** 651-554-3214  
**Email:** spolka@southstpaul.org

#### Site Information

**Habitat:** Fish, Game or Wildlife Habitat      **Activity:** Restoration      **Land Ownership:** Local Government

(1) **Site Name:** Seidls Lake      **Open to Public Hunting?** No  
**DOW Lake #:** (N/A)      **Open to Public Fishing?** Yes - all  
**Acres:** 1  
**PLS Section:** Township - 28, Range - 22W, Section - 28

### NATURAL HERITAGE DATABASE REVIEW

**Natural Heritage elements were found within my project site(s):** Yes

**Natural Heritage Sites and Managers:** (N/A)

**Natural Heritage Elements:** (N/A)

**Natural Heritage Mitigation:** The Natural Heritage review identified the Blandings turtle as a threatened species and the Slender-fruited Venus' looking glass plant within a 1 mile radius.

The consultant project design firm will provide a more thorough review of the site to identify any of these species within the project area. Should they be identified, the contractor shall ensure (via limitations written into the plans and specifications) that no damage is done to these species. This could include not working in some areas of the project during specific times of the year, or modifying proposed shoreline treatments to avoid disturbance to habitat or plant species identified.

### ATTACHMENTS

#### Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.



## CONSERVATION PARTNERS LEGACY GRANT

### ATTACHMENTS *(Continued)*

#### Partner Commitment Letter

File Name	Description
<a href="#">City_Commitment_Letter_IGH.pdf</a>	Inver Grove Heights Letter of Commitment
<a href="#">City_Committment_Letter_SSP.pdf</a>	South St. Paul Letter of Commitment

#### Restoration Plan

File Name	Description
<a href="#">Seidls_Lake_Shoreline_Memo_8-4-21.pdf</a>	

#### Supplemental Document

File Name	Description
<a href="#">Seidl_Lake_pub-water-project_DNR_Signed.pdf</a>	Public Waters Project Form
<a href="#">Seidls_Lake_NHIS_Review.xlsx</a>	NHIS Review Form

### FINAL APPLICATION SUBMISSION

- P I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- P I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.
- P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: [Joe Barten](#)

Organization / Agency: [Lower Mississippi River WMO](#)

Title: [LMRWMO Administrator](#)

Date Signed: [September 20, 2021](#)

(CPL Grant Application ID = 1949)



## MEMORANDUM

**To:** LMRWMO Board of Managers  
**From:** Joe Barten, Dakota County SWCD  
**Subject:** LMRWMO Spanish Language Chloride Training  
**Date:** March 2, 2022

### Summary

The LMRWMO has grant funding through the FY-19 Watershed Based Implementation Funding (WBIF) program from the State Board of Water & Soil Resources (BWSR). A portion of the grant is dedicated to Spanish language chloride (salt) reduction trainings. The attached scope includes \$15,000 implement the chloride trainings in 2022 and is consistent with the grant budget.

The LMRWMO Administrator has been in contact with Bolton & Menk (formerly Fortin Consulting) staff regarding implementing this work in partnership with the LMRWMO. They have been responsible for creating and providing chloride reduction training in partnership with the MN Pollution Control Agency (MPCA) for over 15 years. The LMRWMO Administrator has also been in contact with MPCA staff to coordinate a partnership for the MPCA to share resources already created regarding chloride training, which will then be modified with LMRWMO branding, translated, and shared back with the MPCA by the LMRWMO. This will result in implementing two pilot certification trainings, one virtual and one in person within the LMRWMO. The LMRWMO Administrator recommends approval by the Board of the attached scope of work and execution of an agreement with Bolton & Menk.

### Board Action Requested:

- Review attached scope of work and provide feedback.
- Consider approval of the attached scope of work by Bolton & Menk to implement Spanish language chloride reduction training and authorize the LMRWMO Board Chair to execute an agreement with them for the project.

### Attached:

- Grant work plan for all FY-19 WBIF Grant Education Programming
- Proposed scope of work for Bolton & Menk
- Bolton & Menk project staff bios

## Grant Activity

### Grant Activity - Education Programs - Implementation

Description	<p>This activity includes the creation of multiple education programs for use by the LMRWMO and its partners. The work will be completed by LMRWMO contracted staff and education consultants. The work will involve the following: Create a stenciling program to engage community organizations and residents and increase awareness of their impact on water resources. Develop multi-lingual educational material regarding chloride, pesticides, herbicides, and fertilizer application for dispersal by member cities. Develop public educational materials regarding impaired waters and the TMDL programs developed to address the impairments. Mississippi River, Lake Augusta, etc. Conduct multi-lingual chloride training opportunities for both public and private entities working within LMRWMO Boundaries.</p> <p>Overall Measureable Outcome: Number groups/people participating in program, number of educational materials generated and distributed by member cities. Number of entities/companies sending employees to training or receiving certification.</p> <p>Year 1 Milestones: N/A - Complete activities outlined in project development phase.</p> <p>Year 2 milestones: Have consultant under contract. Consultant to be developing material in coordination with stakeholders. Host one stakeholder information gathering meeting on educational content for TMDL and multi-lingual programs. Have stenciling program materials finalized and promotional materials distributed.</p> <p>Year 3 Milestones: Have educational materials available for distribution by consultant. Hold two trainings utilizing materials created and disseminate multilingual educational materials on chloride use to project stakeholders. Have 4 groups participate in neighborhood stenciling projects.</p>
Category	EDUCATION/INFORMATION
Has Rates and Hours?	No



## **SPANISH LANGUAGE SMART SALTING FOR PROPERTY MANAGEMENT TRAINING SCOPE OF WORK**

### **Summary**

The Lower Mississippi River Watershed Management Organization (LMRWMO) is seeking assistance for the implementation of two Spanish language Smart Salting for Property Management trainings (Trainings), one virtual and one in a live class format, from Bolton & Menk (Consultant) as part of the MN Board of Water and Soil Resources Watershed Based Implementation Funding program.

The LMRWMO and Consultant will partner with staff from the Minnesota Pollution Control Agency (MPCA) to implement the Trainings. All outreach materials created shall be LMRWMO and MPCA branded with the opportunity for LMRWMO Member Cities to add their own branding to templates for Training outreach. The MPCA will share necessary and relevant information related to creation of the Trainings with the LMRWMO and Consultant. The Consultant will share all original and final documents with the MPCA and LMRWMO upon project completion for their use in furthering the implementation of future Spanish language trainings in Minnesota.

### **Project Scope**

#### **1. Stakeholder Engagement**

Consultant will perform research to identify target groups and messaging for the Trainings. Identify select areas and stakeholders in the LMRWMO through demographic study to prioritize Spanish language training outreach. Coordinate with MPCA staff up front to utilize existing information and existing translated materials already available. Identify stakeholders who live or work in the LMRWMO to contact and seek participants in the trainings. LMRWMO Staff will coordinate outreach efforts with LMRWMO Member Cities.

#### **2. Training Program Implementation**

Consultant will coordinate with stakeholders to prepare Trainings in 2022. LMRWMO Staff shall provide the in-person training location and coordinate any facility needs for the Consultant. Consultant shall facilitate meetings with LMRWMO Staff and MPCA staff on Training development. Coordinate with translation subcontractor (Translator) on template Training outreach materials, both in print and web-based formats, including social media posts, for use by City, MPCA, and other partners to promote the Trainings. Provide all staff necessary to implement training, utilizing established Smart Salting for Property Management training content, modified as necessary to

accommodate a Spanish speaking audience. Educate and coordinate with Translator on program content, class implementation, and translation of necessary class materials.

### **3. Reporting and Results Tracking**

Consultant shall prepare a final memorandum upon completion of all tasks which summarizes the work completed and provides information related to measurable outcomes for use in by the LMRWMO in BWSR grant reporting. Consultant shall track outreach efforts and attendance for the Trainings.

### **Estimated Cost and Schedule**

The following table summarizes the estimated costs associated with each task described in the scope of services.

Consultant will inform LMRWMO staff of progress through monthly email updates, phone calls, or other communication. All tasks must be completed no later than **December 31<sup>st</sup> 2022**.

<b>Task</b>	<b>Description of Task</b>	<b>Amount</b>	<b>Estimated Completion (Month)</b>
<b>1</b>	Stakeholder Engagement	\$3,250	November 1, 2022
<b>2</b>	Training Program Implementation	\$10,000	November 1, 2022
<b>3</b>	Reporting and Results Tracking	\$1,750	November 30, 2022
<b>Total Project Cost</b>		<b>\$15,000</b>	

# PROJECT TEAM

Bolton & Menk understands the importance of developing design solutions that can be supported by stakeholders and implemented efficiently. We have provided a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. We can provide detailed résumés of all personnel upon request.



## CONNIE FORTIN

Connie will oversee the project and will teach the training.

Connie is a senior project manager who joined the Bolton & Menk team in early 2022. Beginning her professional career in 1982 and serving as founder and president for Fortin Consulting Inc. since 1996, her experience speaks for itself. Connie's expertise lies in chloride source reduction strategies, practical problem solving, networking, innovation, leadership, and what she likes to call "simplifying science." As for her responsibilities, they're plentiful and include client engagement, expanding our water resources division through her knowledge of chloride, integrating chloride into Bolton & Menk's repertoire, and keeping work fun for those around her. Connie's fierce passion for her work stems from her intention to make the world a better place for generations to come. "I love what I do, especially when I can see the potential in front of me and have the freedom to pursue it—It is a blast!" When she's not busy working to save the planet, Connie loves being outdoors, it clears her thinking and makes her happy!

Years of Experience – 40  
Bachelor of Arts - Biology and Computer Science  
Master of Science - Software Design and Development  
MPCA Smart Salting Certification  
The Arboretum at Gustavus Adolphus College  
National Advisory Board Member  
Transportation Research Board Winter Maintenance Committee Member  
Chippewa Flowage Property Owners Association  
Schmidt Lake Association  
Uptown Hamel Association

## KATIE FARBER

Katie will work with project partners to discover the best ways to communicate with the Spanish speaking winter maintenance professionals and property managers.

Katie is a Water Resource Education Specialist at Bolton & Menk. She has spent the last 15 years doing education and outreach. She runs the River Watch program for Hennepin County and the Wetland Health Evaluation Program for Dakota County. She enjoys bringing science to life as she works with a diverse group of learners. Katie has her children enrolled in Spanish Immersion school and integrates the Spanish language into her home life.



Years of Experience - 20  
Bachelor of Arts - Spanish and Environmental Studies  
MPCA Smart Salting Level I Certified



## CARALIE RANDOLPH

Caralie will assist with researching, communications, writing, and organizing for the project.

Caralie is an environmental specialist who joined the Bolton & Menk team in 2022. Her responsibilities include serving as a logistics coordinator and technical host for the Smart Salting training programs. Caralie's expertise spans the fields of environmental education, communication, data entry and analysis, and technical writing. She says that preserving natural resources is a passion she realized early on in life and is a driving force behind her work. An avid outdoors person, Caralie can be found enjoying hiking, canoeing, ice skating, and skiing.

Years of Experience – 1  
Bachelor of Science - Environmental Science, Policy, and Management



## MEMORANDUM

**To:** LMRWMO Board of Managers  
**From:** Joe Barten, Dakota County SWCD  
**Subject:** LMRWMO Public Education Programming  
**Date:** February 28, 2022

### Summary

The LMRWMO has grant funding through the FY-19 Watershed Based Implementation Funding (WBIF) program from the State Board of Water & Soil Resources (BWSR). A portion of the grant is dedicated to environmental education programming, including creation of (1) a storm drain stenciling program, (2) Spanish language water resources educational materials, and (3) Spanish language chloride trainings. The grant provides \$36,000 towards these three programs. The attached scope covers the first two items, totaling \$12,000 of the \$36,000 to implement these tasks in 2022.

The LMRWMO Administrator has been in contact with Young Environmental Consulting regarding implementing this work for the LMRWMO. They have provided similar educational programming to other metro WMOs, most recently the Lower Minnesota River Watershed District. The LMRWMO Administrator looks forward to working with Young Environmental Consulting on this project and recommends approval by the Board of the attached scope of work and execution of an agreement with Young Environmental Consulting.

### Board Action Requested:

- Review attached scope of work and provide feedback.
- If appropriate, consider approval of the attached scope of work by Young Environmental Consulting to implement public education programming for the LMRWMO and authorize the LMRWMO Board Chair to execute an agreement with them for the project.

### Attached:

- Grant work plan for all FY-19 WBIF Grant Education Programming
- Proposed scope of work for Young Environmental Consulting
- Young Environmental Consulting company profile and staff bio



## Grant Activity

### Grant Activity - Education Programs - Implementation

Description	<p>This activity includes the creation of multiple education programs for use by the LMRWMO and its partners. The work will be completed by LMRWMO contracted staff and education consultants. The work will involve the following: Create a stenciling program to engage community organizations and residents and increase awareness of their impact on water resources. Develop multi-lingual educational material regarding chloride, pesticides, herbicides, and fertilizer application for dispersal by member cities. Develop public educational materials regarding impaired waters and the TMDL programs developed to address the impairments. Mississippi River, Lake Augusta, etc. Conduct multi-lingual chloride training opportunities for both public and private entities working within LMRWMO Boundaries.</p> <p>Overall Measureable Outcome: Number groups/people participating in program, number of educational materials generated and distributed by member cities. Number of entities/companies sending employees to training or receiving certification.</p> <p>Year 1 Milestones: N/A - Complete activities outlined in project development phase.</p> <p>Year 2 milestones: Have consultant under contract. Consultant to be developing material in coordination with stakeholders. Host one stakeholder information gathering meeting on educational content for TMDL and multi-lingual programs. Have stenciling program materials finalized and promotional materials distributed.</p> <p>Year 3 Milestones: Have educational materials available for distribution by consultant. Hold two trainings utilizing materials created and disseminate multilingual educational materials on chloride use to project stakeholders. Have 4 groups participate in neighborhood stenciling projects.</p>
Category	EDUCATION/INFORMATION
Has Rates and Hours?	No



## **PUBLIC EDUCATION PROGRAMMING SCOPE OF WORK**

### **Summary**

The LMRWMO is seeking assistance for the creation of public education programming from Young Environmental Consulting Group, LLC (Consultant) as part of the MN Board of Water and Soil Resources Watershed Based Implementation Funding program. All materials created shall be LMRWMO branded with the opportunity for Cities to add their own logos to original documents. LMRWMO staff will share any materials that have been compiled to date regarding these tasks with the Consultant.

### **Project Scope**

#### **1. Stenciling Program and Kit Creation**

Create LMRWMO branded materials and stenciling kits (up to 4) which are used by community volunteer groups. Kits and materials shall include, but are not limited to, the following: door knocking hangers, stencils for different areas of the watershed (Drains to Stream, Drains to Miss. River, Drains to Thompson Lake, etc.) directions on stenciling process, glue, gloves, waiver forms, safety vests, safety cones, printed and laminated map showing major watersheds (Miss. River, Thompson Lake, Lake Augusta, Seidls Lake, Ivy Falls Creek, Interstate Valley Creek). Create itemized list of kit contents and estimated cost for future kit creation. Create process for rental of kits from City or LMRWMO by volunteers.

Create LMRWMO website content and copy for program promotion. Create template print outreach material to garner interest for community groups participating in the stenciling program. Create template social media outreach material for use by LMRWMO and member Cities.

Consultant will create map document showing volunteers what stencil to use for their neighborhood and different possible stencils to utilize. Create necessary forms for liability, safety, and ease of use by volunteer groups. LMRWMO staff will provide watershed GIS layers for use by Consultant.

#### **2. Impaired Waters Educational Materials**

Develop public educational materials regarding impaired waters in the LMRWMO and specific actions residents can take to help address the specific impairments. Current impaired waters include the Mississippi River, Lake Augusta, and Thompson Lake. Print materials could include brochures, one-page impairment factsheets, or other materials as suggested by Consultant. Web based materials shall be created for use by member Cities on social media and website postings. Develop content and copy for incorporation of material into LMRWMO website.

Topics for educational materials could include fertilizer application reductions, chloride application reduction, native planting and raingarden implementation (tied into the Dakota County SWCDs LCW

program) or other topics proposed by the Consultant in coordination with LMRWMO staff.

### **3. Multi-Lingual Educational Materials**

Consultant will identify select watersheds in the LMRWMO through demographic study (such as Thompson Lake watershed, or portions of the Mississippi River) to prioritize Spanish language messaging. Coordinate with local community members, in partnership with LMRWMO staff, to help identify most beneficial messaging and direct development of educational material. Select materials created in task 2 will be translated/created and made available for distribution by Cities. Select web based Spanish materials shall be created for use by member Cities on social media and website postings. Develop content and copy for incorporation of material into LMRWMO website.

### **4. Reporting and Measurable Results Tracking**

Consultant shall prepare a final memorandum upon completion of this contract which summarizes the work completed and provides information related to measurable outcomes for use by the LMRWMO in BWSR grant reporting.

Consultant shall track outreach efforts for stakeholder coordination for later reporting. Consultant shall Attend one LMRWMO Board meeting to present information to LMRWMO Member Cities on how they can best utilize the information created. Have stenciling program materials finalized and promotional materials distributed.

### **Estimated Cost and Schedule**

The following table summarizes the estimated costs associated with each task described in the scope of services.

Consultant will inform LMRWMO staff of progress through bi-weekly email updates, phone calls, or other communication. All tasks must be completed no later than **December 31, 2022**.

<b>Task</b>	<b>Description of Task</b>	<b>Amount</b>	<b>Estimated Completion (Month)</b>
<b>1</b>	Stenciling Program and Kit Creation	\$4,430 <sup>1</sup>	July 2022
<b>2</b>	Impaired Waters Educational Material	\$2,230	August 2022
<b>3</b>	Multi-Lingual Educational Materials	\$3,780	September 2022
<b>4</b>	Reporting and Measurable Results Tracking	\$1,560	December 2022
<b>Total Estimated Project Cost</b>		<b>\$12,000</b>	

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<sup>1</sup> This amount includes a \$1,500 allowance for purchasing supplies for the kits.

February 28, 2022

Lower Mississippi River Watershed Management Organization  
Dakota County Soil and Water Conservation District  
4100 220<sup>th</sup> Street West, Suite 102  
Farmington, MN 55024  
Attn: Joe Barten, Administrator

Re: Lower Mississippi River Watershed Management Organization: Public Education Programming

Dear Mr. Barten:

Young Environmental Consulting Group (Young Environmental) is pleased to provide our company profile, contact, and team information in support of the request by the Lower Mississippi River Watershed Management Organization (LMRWMO) to assist with the formation of its education programming. We recognize how the work of environmental organizations affects lives and the value that public education provides. Young Environmental applauds the emphasis the LMRWMO places on partnerships with member cities and the importance of outreach to multilingual communities to strengthen ties with residents and establish communication outlets that can augment the success of the LMRWMO's initiatives. These are practices Young Environmental share.

## Company Contact and Profile

Contact: Della Schall Young, CPESC, PMP, CTF—Owner and Principal Hydrologist  
Address: 6040 Earle Brown Drive, Suite 306, Brooklyn Center, MN 55430  
Telephone: (651) 249-6974 | Email: [della@youngecg.com](mailto:della@youngecg.com)  
Website: [www.youngecg.com](http://www.youngecg.com)

Young Environmental is a State of Minnesota Unified Certification Program-certified, Central CERT Certification Program-certified, woman- and minority-owned, disadvantaged small business enterprise and State of Minnesota-certified targeted group business consulting firm headquartered in Brooklyn Center, Minnesota. Founded in 2016, our firm specializes in program management, water and natural resources management and planning, water resources engineering, stormwater and environmental compliance and permitting, and stakeholder engagement. Our passionate, highly skilled team of professionals will work with you to develop strategies and create products through our values, collective knowledge, and practical experience.

Our values= Integrity + Excellence + Collaboration + Grace

We show our *integrity* by respecting and honoring our commitments. Young Environmental is steadfast and unwavering when it comes to project guidelines and outcomes. We explore options and work with our clients and partners to achieve the best results possible through our passion for environmental stewardship. Our scientific experience and expertise position us for *excellence* in every project we complete. We are directly involved in every step of the project development process, and we demonstrate *collaboration* through excellent facilitation, straightforward communication, and attention to detail. We are dedicated to stewardship and respect everyone's resources. Our focus is more than the task at hand—our team shows *grace* with one another and with each client, partner, and community at large, as we together explore natural, financial, and personnel resources.

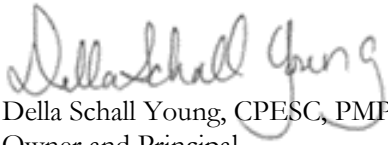
## Education Program Assistance

Young Environmental developed and is implementing the Lower Minnesota River Watershed District (LMRWD) education and outreach program. After years of the program being dormant, Young Environmental has developed an education and outreach strategy that includes reviving the citizen advisory committee, establishing and maintaining a social media presence, and coordinating engagement and outreach activities with schools, nonprofits, and other interested entities. The establishment of this program has allowed LMRWD's mission and restorative and protective vision for water and natural resources to be seen and heard by more than like-minded water management organizations

and local and state agencies. Jennifer “Jen” Dullum, natural resources scientist and education and outreach coordinator, has led that program’s development and management. Given her expertise and experience, we are proposing that Jen lead this effort with the support of Young Environmental’s team of engineers and scientists. Jen’s full résumé is attached.

We look forward to assisting LMRWMO in the development of its education programing as outlined in the information attached. If you have any questions, please contact me at [della@youngecg.com](mailto:della@youngecg.com) or (651) 249-6974, or Jen at [jen@youngecg.com](mailto:jen@youngecg.com) or (612) 730-1058.

Sincerely,

A handwritten signature in cursive script that reads "Della Schall Young".

Della Schall Young, CPESC, PMP, CTF  
Owner and Principal  
Young Environmental Consulting Group, LLC



## Jen Dullum

### Natural Resources Scientist/ Education Professional

Jen is the Education and Outreach Coordinator at Young Environmental Consulting Group. Jen brings over 20 years of public and private work experience to Young Environmental. Much of her career has been spent coordinating natural resource programs. Jen is experienced in stormwater management including MS4 permitting, inspection, and public education. Jen uses her range of knowledge to produce website updates, social media content, print materials, and displays and exhibits.

#### Relevant Work Experience

##### Education and Outreach Program Director | Lower Minnesota River Watershed District

Jen manages the education and outreach program on behalf of the LMRWD. She has led the development of the citizen advisory committee and social media campaigns, as well as managed the development of interpretive signage. She is currently reaching out to local schools and non-governmental organizations to develop long-term and lasting partnerships while updating the LMRWD cost share program and website.

##### Citizen Advisory Committee | Lower Minnesota River Watershed District

Jen has been instrumental in organizing the LMRWD's first Citizen Advisory Committee (CAC) in over a decade. She has worked in collaboration on recruiting members to the committee and has planned and facilitated the orientation meeting. Jen created the orientation packet and draft bylaws for the committee to review. She will continue to oversee the committee by developing meeting agendas and in support and hosting of the virtual meetings.

##### Social Media Coordinator | Lower Minnesota River Watershed District

Jen brought the LMRWD into the social media world in 2021. Jen created and is maintaining a social media presence on Facebook, Twitter, and Instagram. She is the lead content creator and continues to explore new ways for the LMRWD to connect with the public.

##### Dakota County | Public Education and Outreach\*

As an Environmental Specialist, Jen coordinated public engagement programs, exhibits, displays, and presentations on behalf of the Vermillion River Watershed Joint Powers Organization. She created and delivered outreach materials and maintained a social media presence and organization website. Jen was instrumental in the development of annual reports, newsletters, and fact sheets highlighting programs and projects of the VRWJPO. Jen also served as liaison to the VRWJPO Board and Planning Commissions, developing agendas, memos, and preparing minutes.

##### City of Farmington, MN | Natural Resource Specialist\*

During her tenure with the City of Farmington, Jen developed and implemented the City's General Permit for Small Municipal Separate Storm Sewer System under the NPDES Phase II permit. Under this, she oversaw environmental permitting on city projects, including construction site stormwater management and implemented a robust public education campaign.

Jen managed and coordinated resident water conservation education and outreach, including the annual Pond & Park Cleanup Day event which saw upwards of 500 participants annually. She coordinated projects and programs such as Adopt-A-Pond, Wetland Health Evaluation Program, and storm drain stenciling, which include public education and managing contracts and budgets.

Jen coordinated wetland mitigation projects, interpreted, and enforced city ordinances, policies, and procedures, as well as state and federal rules and regulations and coordinated and implemented the City's Surface Water Management Plan and Wellhead Protection Plan.

Jen also served as the City's arborist by performing boulevard tree inspection, planting, removal, maintenance, and replacement planning while undertaking the City's ash tree inventory, management plan, and public education for Emerald Ash Borer.

#### Service Areas:

- Education and Outreach
- MS4 Permitting and Inspection

#### Certifications:

University of Minnesota  
Erosion and  
Stormwater  
Management:  
Construction Installer

Minnesota Department  
of Natural Resources  
Certified Tree Inspector

ISA Certified Arborist

#### Education:

Bachelor of Science,  
University of Minnesota

*\*Projects completed prior to  
Young Environmental  
Consulting Group, LLC*



## MEMORANDUM

**To:** LMRWMO Board of Managers  
**From:** Joe Barten, Dakota County SWCD  
**Subject:** 2022 Volunteer Water Monitoring Planning  
**Date:** February 25, 2022

### WATER MONITORING HISTORY

The LMRWMO Watershed Management Plan identifies the need to evaluate and track water quality trends through monitoring of DNR protected water bodies within the WMO. Monitoring efforts since 2011 have focused on lakes larger than 10 acres and on water bodies identified by the member Cities to be of interest. Lakes could be considered of interest because the LMRWMO has implemented recent projects to improve lake water quality or has plans to implement projects in the future. Monitoring data can then help identify water quality improvements over the long term or establish baseline conditions for future improvements.

The attached monitoring summary table shows the lakes historically monitored by the LMRWMO and Member Cities, primarily through the Metropolitan Council's Citizen Assisted Monitoring Program (CAMP) with volunteer coordination, data analysis processing, and Met. Council coordination provided by the Dakota County SWCD through the annual agreement for services. Some Lakes listed on the table are monitored through the same program but with the City as the sponsor and volunteer coordinator.

### RECOMMENDED 2022 CAMP WATER MONITORING

Dakota County SWCD staff recommends continuing to monitor Thompson Lake, Seidl's Lake, and Lake Augusta in order to track improvements related to recently implemented and planned projects. We also recommend monitoring Schmitt Lake, Dickman Lake, Interstate Valley Creek, and Ivy Falls Creek in 2022 to continue to establish baseline data on the condition of those waterbodies.

If LMRWMO member Cities would like additional lakes to be included in the 2021 contract between the Metropolitan Council and LMRWMO, please propose them at the March 9<sup>th</sup> meeting, as the Met Council has a March deadline to submit lakes to be included in the CAMP program.



### **CAMP MONITORING PROCESS**

The CAMP program obtains data on eutrophication parameters only, which include total phosphorus, chlorophyll *a*, and Secchi depth. Additional parameters are analyzed for the stream sites. CAMP volunteers also collect surface temperature data and note general observations such as water color, odor, wind conditions, lake level, amount of aquatic plants, physical condition, and recreational suitability. The cost per lake for CAMP covers training, monitoring equipment supplies for each CAMP volunteer, as well as the laboratory analysis.

### **2022 CAMP WATER MONITORING COST ESTIMATE**

Thompson Lake	<i>CAMP - 7 Events (Bi-Weekly)</i>	\$380
Seidls Lake	<i>CAMP - 7 Events (Bi-Weekly)</i>	\$380
Lake Augusta	<i>CAMP - 14 Events (Bi-Weekly)</i>	\$760
Schmitt Lake	<i>CAMP - 7 Events (Bi-Weekly)</i>	\$380
Dickman Lake	<i>CAMP - 7 Events (Bi-Weekly)</i>	\$380
Interstate Valley Creek	Vol. Stream - 7 Events (Monthly)	\$660
Ivy Falls Creek (Trib. 1)	Vol. Stream - 7 Events (Monthly)	\$660
Ivy Falls Creek (Trib. 2)	Vol. Stream - 7 Events (Monthly)	\$660
<b>Total</b>		<b>\$4,260</b>

The 2022 LMRWMO/SWCD Work Plan includes services for data management, volunteer coordination, and backup water monitoring (2 times) if the volunteer is unavailable.

### **ADDITIONAL INFORMATION**

The Metropolitan Council's 2021 CAMP data is not yet fully available. When this information becomes available, Dakota SWCD staff will update, finalize, and post the attached DRAFT 2021 monitoring reports on the LMRWMO website.

### **BOARD ACTION REQUESTED**

- Approve list of lakes to fund for CAMP water quality monitoring for 2022. SWCD staff recommend Thompson Lake, Seidls Lake, Lake Augusta, Schmitt Lake, Dickman Lake, Interstate Valley Creek, and two sites at Ivy Falls Creek as presented.
- Authorize the LMRWMO Administrator to execute an agreement with the Metropolitan Council for 2021 water monitoring through the CAMP program.

**ATTACHED:** Summary Table of LMRWMO Waterbodies & Water Monitoring  
DRAFT 2021 LMRWMO Monitoring Reports

Summary of Water Monitoring in the LMRWMO

Waterbody	Area (Acres)	Waterbody Location	Intercommu ity	Waterbody	DNR Water Classification	MPCA Waterbody Type	Public Access:?	Impairments	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Monitoring Goal: Tracking Trends or Changes in Water Quality (Monitor Frequently)																			5 year Monitoring Plan				
Mississippi River						Public	Nutrients/Eutrophication biological indicators																
Lake Augusta	33	Mendota Heights	No	Lake	Lake (deep or shallow)	Private - no access	Nutrients/Eutrophication biological indicators		(CITY CAMP)				WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)
Thompson Lake	7	West St. Paul	No	Wetland	Shallow Lake	Public - dock access	Nutrients/Eutrophication bio. indicators, Chloride	(MPCA WRAP)					WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP) /SWCD	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)
Seidl's Lake	7	South St. Paul/Inver Grove Heights	Yes	Wetland	Shallow Lake	Public - dock access		(CITY CAMP)	(CITY CAMP)	(CITY CAMP)				WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)
Rogers Lake	107	Mendota Heights	No	Lake	Shallow Lake	Public - dock access		(MPCA WRAP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)
Sunfish Lake	45	Sunfish Lake	No	Lake	Deep Lake	Private - no access	Nutrients/Eutrophication bio. indicators	(MPCA WRAP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)
Hornbean Lake	22	Sunfish Lake/Inver Grove Heights	Yes	Lake	Shallow Lake	Private - no access		(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)
Horseshoe Lake	14	Sunfish Lake/Inver Grove Heights	No	Lake	Shallow Lake	Private - no access		(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)		(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)
Simley Lake	11	Inver Grove Heights	No	Lake	Shallow Lake	Public - dock access		(WMO)	(WMO)												WMO (CAMP)	WMO (CAMP)	WMO (CAMP)
Lemay Lake	25	Mendota Heights	No	Lake	Shallow Lake	Private - no access				(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)	(CITY CAMP)
Interstate Valley Creek		Mendota Heights	Yes	Stream	Stream	N/A	Ecoli								WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)
Ivy Falls Creek		Mendota Heights	Yes	Stream	Stream	N/A												WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)

Monitoring Goal: Establishing Baseline Conditions (Monitor Infrequently)																							
Pickerel Lake	107	Lilydale/St. Paul	Yes	Lake	Shallow Lake	Public - boat landing	Mercury in fish tissue	(MPCA WRAP)				WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)						WMO (CAMP)
Ohmans Lake (part of Marcott Lakes)	22	Inver Grove Heights	No	Lake	Deep Lake	Private - no access		(WMO)	(WMO)												WMO (CAMP)	WMO (CAMP)	WMO (CAMP)
Rosenberger Lake (part of Marcott Lakes)	20	Inver Grove Heights	No	Lake	Deep Lake	Private - no access		(WMO)	(WMO)												WMO (CAMP)	WMO (CAMP)	WMO (CAMP)
Dickman Lake	24	Inver Grove Heights	Yes	Lake	Shallow Lake	Private - no access											WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)			WMO (CAMP)
Schmitt Lake	61	Inver Grove Heights	Yes	Lake	Shallow Lake	Private - no access											WMO (CAMP)	WMO (CAMP)	WMO (CAMP)	WMO (CAMP)			WMO (CAMP)
Anderson Pond	3	South St. Paul	No	Wetland	(Wetland or shallow lake)	Public - no access		(CITY CAMP)	(CITY CAMP)	(CITY CAMP)													WMO (CAMP)
LeVander Pond	3	South St. Paul	No	Wetland	(Wetland or shallow lake)	Private - no access		(CITY CAMP)	(CITY CAMP)	(CITY CAMP)													WMO (CAMP)
Bohrer Pond	14	South St. Paul/Inver Grove Heights	Yes	Lake	Lake (possibly deep or shallow)	Public - no access																	

# Sunfish Lake

## 2021 Water Monitoring Report



### Lake Summary

Sunfish Lake is located in the City of Sunfish Lake, within the Lower Mississippi River Watershed Management Organization (LMRWMO). Land use within the watershed is primarily low density residential. Sunfish Lake was placed on Minnesota's 303(d) List of Impaired Waters in 2010 for aquatic recreation due to excess nutrients (phosphorus).

### Lake Details

**Max Depth:** 32 feet

**Watershed Size (shown):** 235 acres

**Major Watershed:** Mississippi River

**MPCA Lake Classification:** Deep

**Met Council 2021 Lake Grade:** **A**(2020)



### Water Quality Monitoring Need

Sunfish Lake is monitored on an annual basis as part of the City of Sunfish Lake's participation in the Metropolitan Council's Citizen Assisted Monitoring Program (CAMP) volunteer water monitoring program. The lake has been meeting the deep lake water quality criteria set forth by the Minnesota Pollution Control Agency since 2017 when an aluminum sulfate treatment was implemented by the LMRWMO.

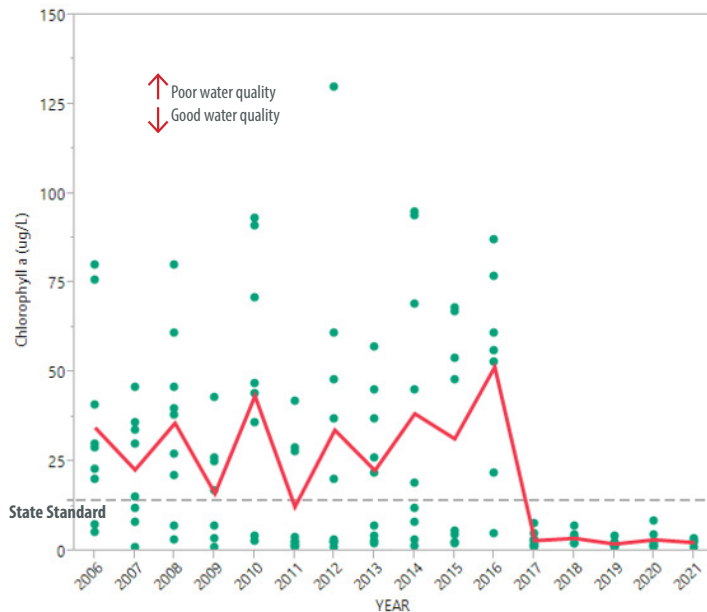
### 2021 Monitoring Summary

Following the 2017 alum treatment, there were improvements for all three eutrophication parameters when compared to data collected pre-treatment. Lake water quality continues to improve when considering the total phosphorus and chlorophyll-a levels in comparison to historical levels. The secchi readings in 2021 are slightly lower than in 2020, but much more consistent from one month to the next and are considerably better than 2019. The below table shows the 2021 data.

Water Quality Parameters	MPCA Standard	Minimum	Maximum	Average
Chlorophyll-a (ug/L)	14	1	2.7	2.43
Total Phosphorus (ug/L)	40	10	27	17.75
Secchi Depth (m)	2.6	2.6	6.3	3.73

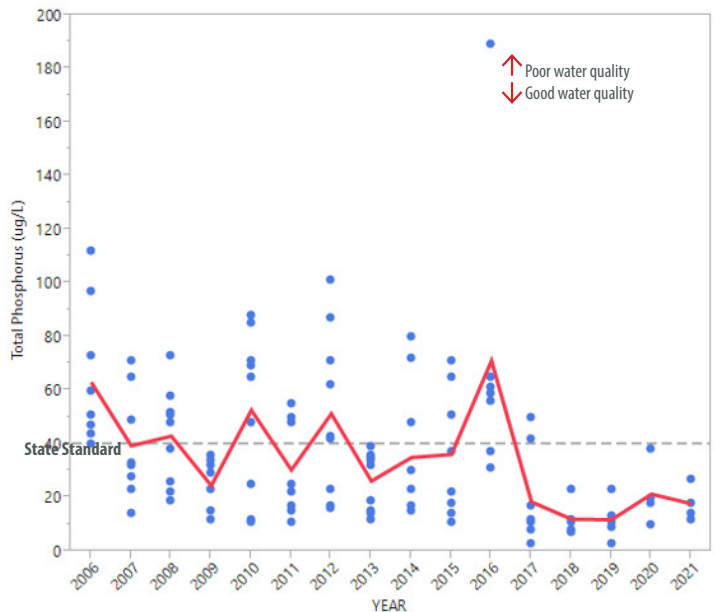
# Water Quality Data 2006-2021

\*micrograms per liter (ug/L) = 1,000 mg/L (milligrams per liter)



## Chlorophyll-a\*

Chlorophyll-a is the pigment that gives plants their green color. High levels indicate excessive algae from high nutrient levels in the lake. Low chlorophyll-a levels indicate good water quality. State standard is 14 ug/L (dashed line).



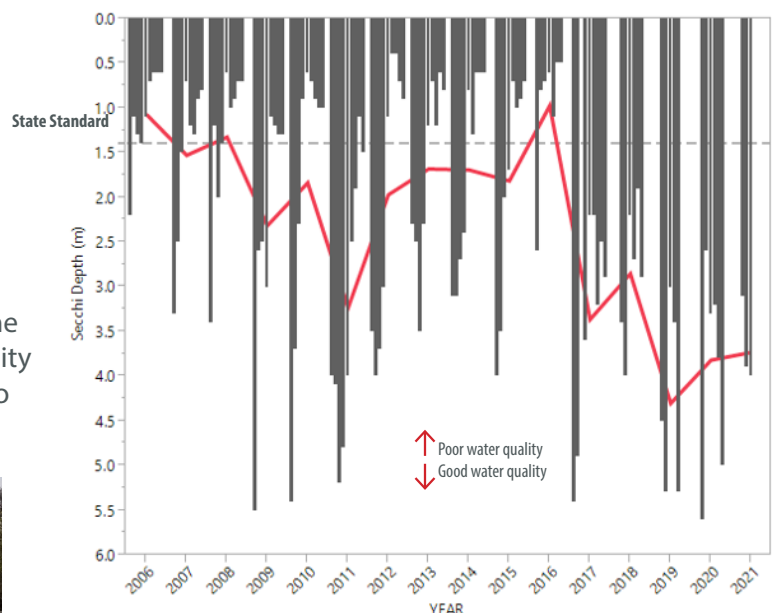
## Phosphorus\*

Phosphorus is a nutrient required for plant growth. High phosphorus levels can lead to algae blooms, turning water green. Low phosphorus levels indicate good water quality. State standard is 40 ug/L (dashed line).

## Watershed Projects

A 2012 study conducted by the LMRWMO identified internal phosphorus from the lake bottom as the primary source of phosphorus in Sunfish Lake.

In 2017, the LMRWMO implemented an in-lake aluminum sulfate (alum) treatment to improve water quality. Upon application, the alum binds with phosphorus as aluminum phosphate and settles to the lake bottom. A significant improvement in water quality has been realized from this treatment, with the lake to be removed from the impaired waters list in 2023.



## Secchi Depth

A black and white secchi disc is lowered into the water until no longer visible and measures water clarity. High secchi disc depths indicate good water quality. State standard is 1.4 m (dashed line).

## How can you get involved?

You don't have to live on a lake to help improve water quality, **anyone can be part of the solution!** Installing a rain garden **increases water infiltration**, decreases lawn maintenance, and reduces pollution runoff that can negatively impact local water quality. The LMRWMO offers grants to residents to install rain gardens or native shoreline plantings as part of the Dakota County Soil and Water Conservation District's **Landscaping for Clean Water** program.



# Thompson Lake

## 2021 Water Monitoring Report



### Lake Summary

Thompson Lake is located in the City of West Saint Paul within the Lower Mississippi River Watershed Management Organization (LMRWMO). Land use within the watershed is primarily commercial, institutional, low density residential, and parkland. Thompson Lake was placed on Minnesota's 303(d) List of Impaired Waters in 2014 for aquatic recreation due to excess nutrients (phosphorus).

### Lake Details

**Max Depth:** 8 feet

**Watershed Size (shown):** 180 acres

**Major Watershed:** Mississippi River

**MPCA Lake Classification:** Shallow

**Met Council 2021 Lake Grade:** **C**<sub>(2020)</sub>



### Water Quality Monitoring Need

Thompson Lake is monitored on an annual basis as part of the LMRWMO's participation in the Metropolitan Council's Citizen Assisted Monitoring Program volunteer water monitoring program. The lake is the center of Dakota County's highly used Thompson Lake Regional Park. Currently, the lake does not meet the shallow lake water quality criteria set forth by the Minnesota Pollution Control Agency (MPCA).

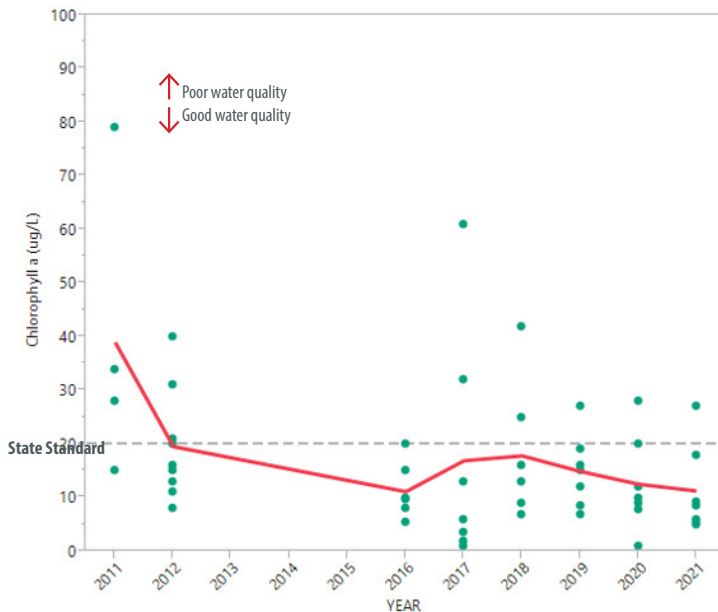
### 2021 Monitoring Summary

In 2018 and 2019, the LMRWMO led the installation of a comprehensive "treatment train" stormwater improvement project. This included installation of two underground sediment capture chambers, a stormwater settling treatment pond, a stormwater treatment wetland, and raingarden. In 2021, slight improvements in the chlorophyll-a level and the secchi disc readings were observed. Phosphorous levels increased substantially in 2021 in comparison to historical values. The below table shows the 2021 data.

Water Quality Parameters	MPCA Standard	Minimum	Maximum	Average
Chlorophyll-a (ug/L)	20	5	27	11.26
Total Phosphorus (ug/L)	60	49	103	71.29
Secchi Depth (m)	1	0.5	1.8	1.24

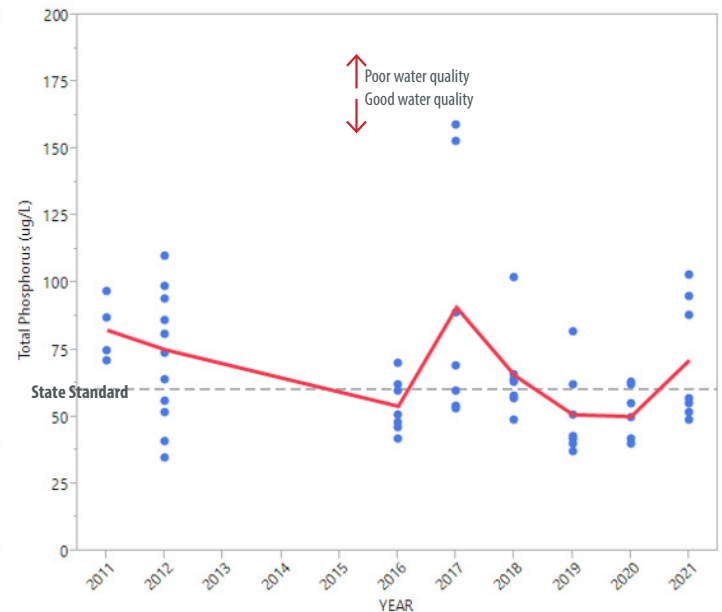
# Water Quality Data 2011-2021

\*micrograms per liter (ug/L) = 1,000 mg/L (milligrams per liter)



## Chlorophyll-a\*

Chlorophyll-a is the pigment that gives plants their green color. High levels indicate excessive algae from high nutrient levels in the lake. Low chlorophyll-a levels indicate good water quality. State standard is 20 ug/L (dashed line).



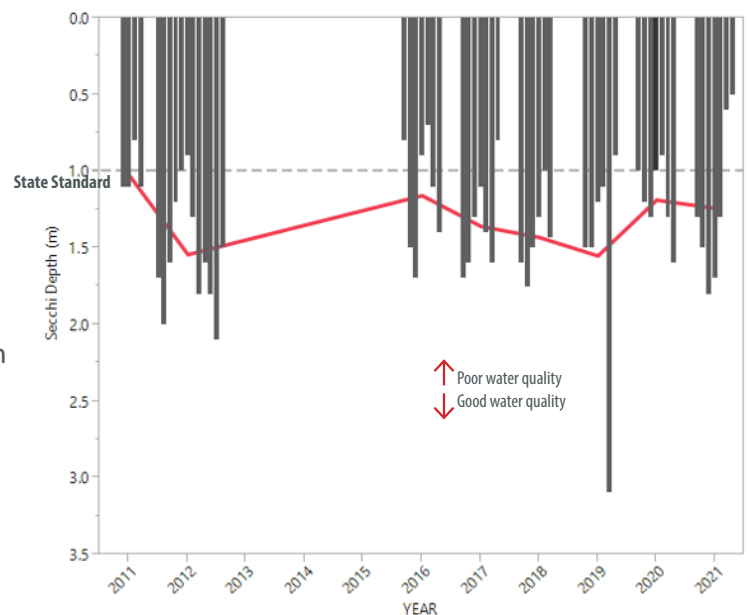
## Phosphorus\*

Phosphorus is a nutrient required for plant growth. High phosphorus levels can lead to algae blooms, turning water green. Low phosphorus levels indicate good water quality. State standard is 60 ug/L (dashed line).

## Watershed Projects

The LMRWMO partnered with Dakota County and the City of West St. Paul on the 2018-2019 installation of stormwater projects at Thompson Lake. These projects are expected to provide long term, incremental water quality improvements which will be tracked with continued water monitoring.

Additional opportunities for stormwater treatment and infiltration of stormwater in the watershed of Thompson Lake will be sought out and implemented as they arise.



## Secchi Depth

A black and white secchi disc is lowered into the water until no longer visible and measures water clarity. High secchi disc depths indicate good water quality. State standard is 1 m (dashed line).

## How can you get involved?

You don't have to live on a lake to help improve water quality, **anyone can be part of the solution!** Installing a raingarden **increases water infiltration**, decreases lawn maintenance, and reduces pollution runoff that can negatively impact local water quality. The LMRWMO offers grants to residents to install raingardens or native shoreline plantings as part of the Dakota County Soil and Water Conservation District's **Landscaping for Clean Water** program.

# Lake Augusta

## 2021 Water Monitoring Report



### Lake Summary

Lake Augusta is located in the City of Mendota Heights, within the Lower Mississippi River Watershed Management Organization (LMRWMO). Land use within the watershed is primarily institutional (cemetery), commercial, and residential (low and high density). Lake Augusta was placed on Minnesota's 303(d) List of Impaired Waters in 2010 for aquatic recreation due to excess nutrients (phosphorus).

### Lake Details

**Max Depth:** 33 feet

**Watershed Size (shown):** 420 acres

**Major Watershed:** Minnesota River

**MPCA Lake Classification:** Deep

**Met Council 2021 Lake Grade:** **F** (2020)



### Water Quality Monitoring Need

Lake Augusta is monitored on an annual basis as part of the LMRWMO's participation in the Metropolitan Council's Citizen Assisted Monitoring Program (CAMP) volunteer water monitoring program. The lake continues to not meet the deep lake water quality criteria from the Minnesota Pollution Control Agency. Further study of the lake is needed to understand the poor water quality causes. The LMRWMO is undertaking an intensive study in 2022 to identify long term action items to improve lake water quality.

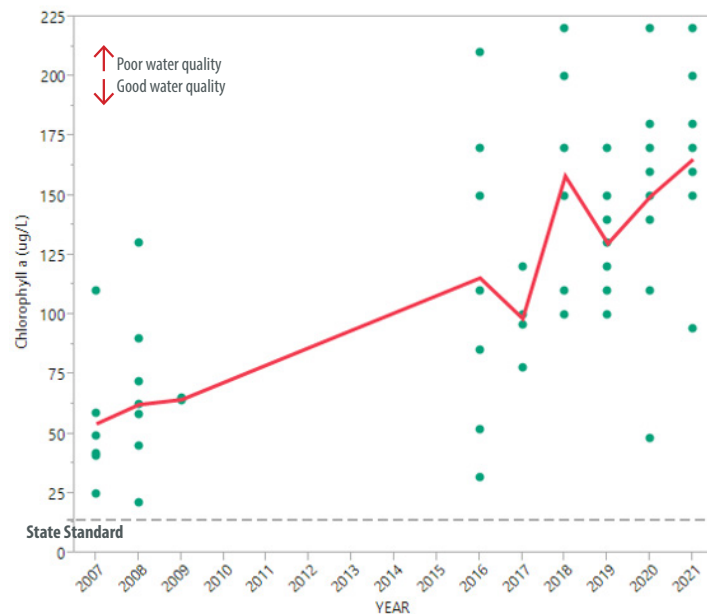
### 2021 Monitoring Summary

Following an aluminum sulfate (alum) treatment in 2017, there were improvements for all three water quality parameters compared to data collected pre-treatment. Monitoring data from 2021 showed an increase in chlorophyll-a and total phosphorus averages, but not the maximum value, in comparison to data collected in previous years. The 2021 Secchi reading remained consistent with previous data. The below table shows the 2021 data.

Water Quality Parameters	MPCA Standard	Minimum	Maximum	Average
Chlorophyll-a (ug/L)	14	94	220	165.40
Total Phosphorus (ug/L)	40	90	219	148.60
Secchi Depth (m)	1.4	0.025	0.25	0.17



# Water Quality Data 2007-2021



## Chlorophyll-a\*

Chlorophyll-a is the pigment that gives plants their green color. High levels indicate excessive algae from high nutrient levels in the lake. Low chlorophyll-a levels indicate good water quality. State standard is 14 ug/L (dashed line).

## Watershed Projects

A 2012 study conducted by the LMRWMO identified internal phosphorus from the lake bottom sediment as the primary source of phosphorus in Lake Augusta.

In 2017, the LMRWMO implemented an in-lake aluminum sulfate (alum) treatment to improve water quality. Upon application, the alum binds with phosphorus as aluminum phosphate and settles to the lake bottom. It is believed that long term high water levels impacted the effectiveness of the alum treatment.

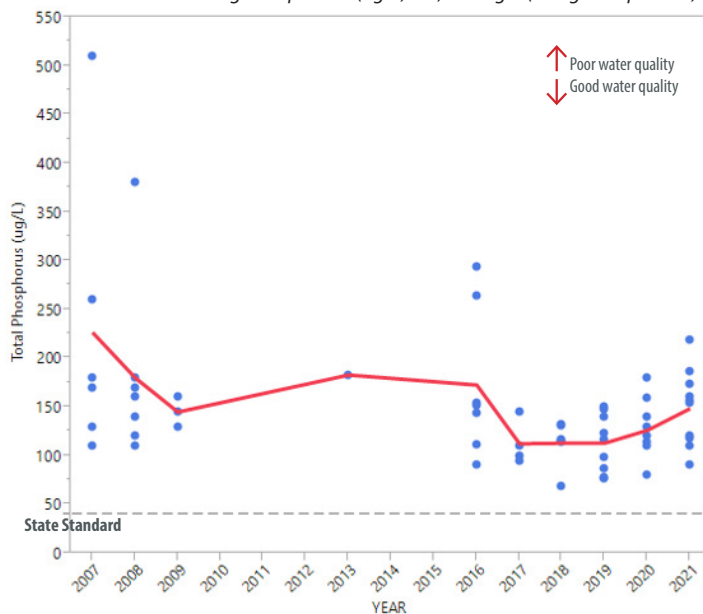


## How can you get involved?

You don't have to live on a lake to help improve water quality, **anyone can be part of the solution!** Installing a rain garden **increases water infiltration**, decreases lawn maintenance, and reduces pollution runoff that can negatively impact local water quality. The LMRWMO offers grants to residents to install rain gardens or native shoreline plantings as part of the Dakota County Soil and Water Conservation District's **Landscaping for Clean Water** program.

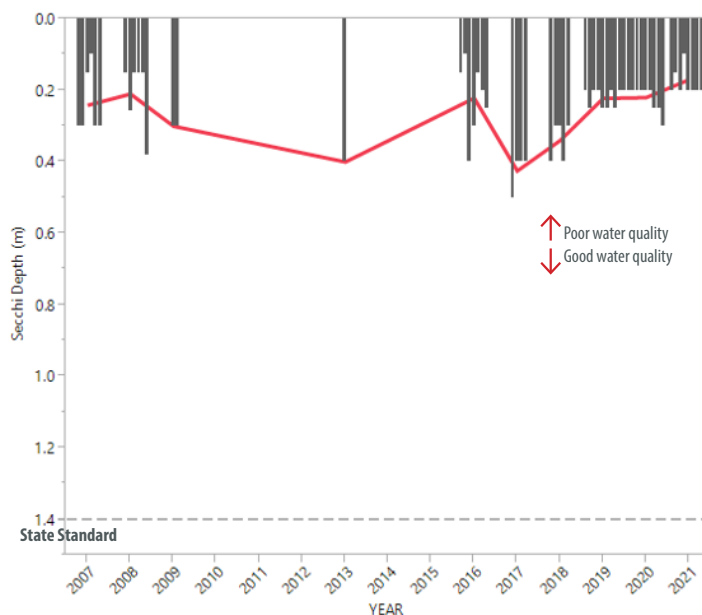
**Additional Information:** MN Impaired Waters Map: <https://www.pca.state.mn.us/water/impaired-waters-viewer-iwaw>  
DNR Lake Finder: <https://www.dnr.state.mn.us/lakefind/index.html>  
LMRWMO Contact: Joe Barten - [joe.barten@co.dakota.mn.us](mailto:joe.barten@co.dakota.mn.us) 651-480-7784  
LMRWMO Website: [www.lmrwmo.org](http://www.lmrwmo.org)

\*micrograms per liter (ug/L) = 1,000 mg/L (milligrams per liter)



## Phosphorus\*

Phosphorus is a nutrient required for plant growth. High phosphorus levels can lead to algae blooms, turning water green. Low phosphorus levels indicate good water quality. State standard is 40 ug/L (dashed line).



## Secchi Depth

A black and white secchi disc is lowered into the water until no longer visible and measures water clarity. High secchi disc depths indicate good water quality. State standard is 1.4 m (dashed line).

# Seidls Lake

## 2021 Water Monitoring Report



### Lake Summary

Seidls Lake is located in the Cities of Inver Grove Heights and South Saint Paul, within the Lower Mississippi River Watershed Management Organization (LMRWMO). Land use within the watershed is primarily residential with a portion of the west watershed covered by a golf course and a portion of Highway 52. The lake is not currently listed on Minnesota's 303(d) List of Impaired Waters.

### Lake Details

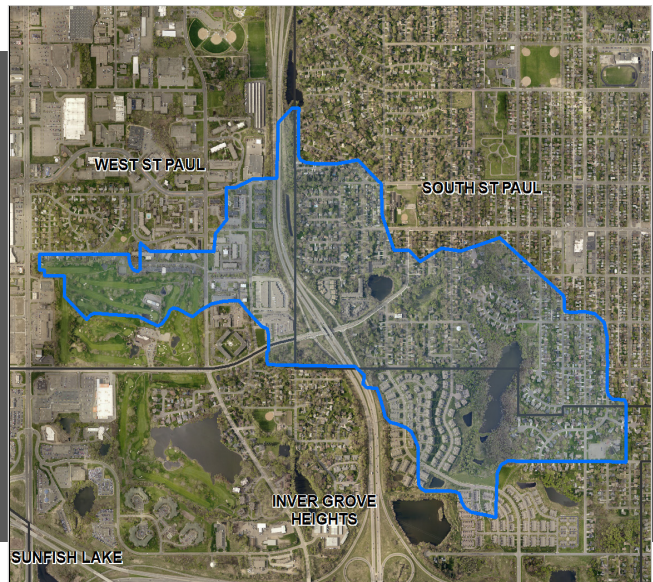
**Max Depth:** 17 feet

**Watershed Size (shown):** 420 acres

**Major Watershed:** Mississippi River

**MPCA Lake Classification:** Shallow

**Met Council 2021 Lake Grade:** **C**<sub>(2020)</sub>



### Water Quality Monitoring Need

Seidls Lake is monitored as part of the LMRWMO's participation in the Metropolitan Council's Citizen Assisted Monitoring Program (CAMP) volunteer water monitoring program. The lake is surrounded by parkland and is identified as a priority waterbody by the Cities and LMRWMO. High lake water levels compared to historic levels have been observed in the last 15 years; due to the lack of a natural lake outlet. A lake outlet project is nearly complete to maintain more consistent water levels and a vegetative shoreline restoration project is planned for 2023.

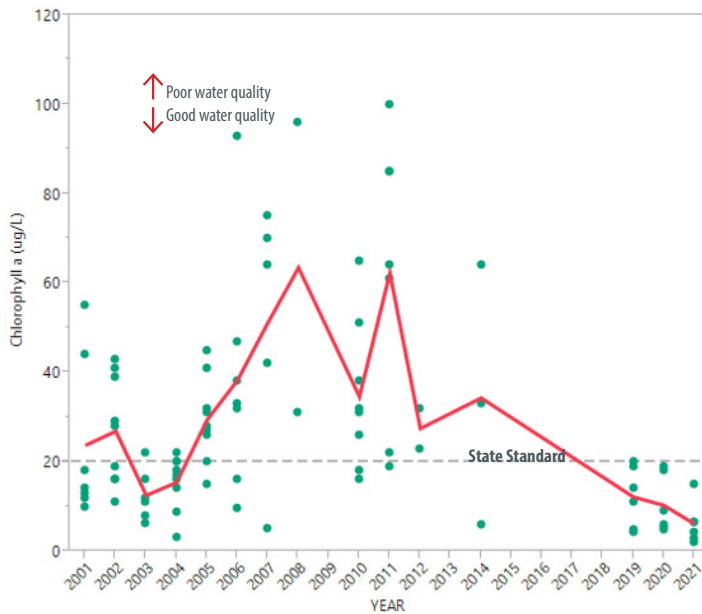
### 2021 Monitoring Summary

Following the 2018 water quality project, there are marked improvements for all three water quality parameters when comparing 2021 data to past results. Total phosphorus and chlorophyll-a both saw a drastic reduction from 2020 to 2021. Secchi reading improved, but minimally. The below table shows the 2021 data.

Water Quality Parameters	MPCA Standard	Minimum	Maximum	Average
Chlorophyll-a (ug/L)	20	2.1	15	6.15
Total Phosphorus (ug/L)	60	27	41	31.83
Secchi Depth (m)	1	1.3	2.6	1.95

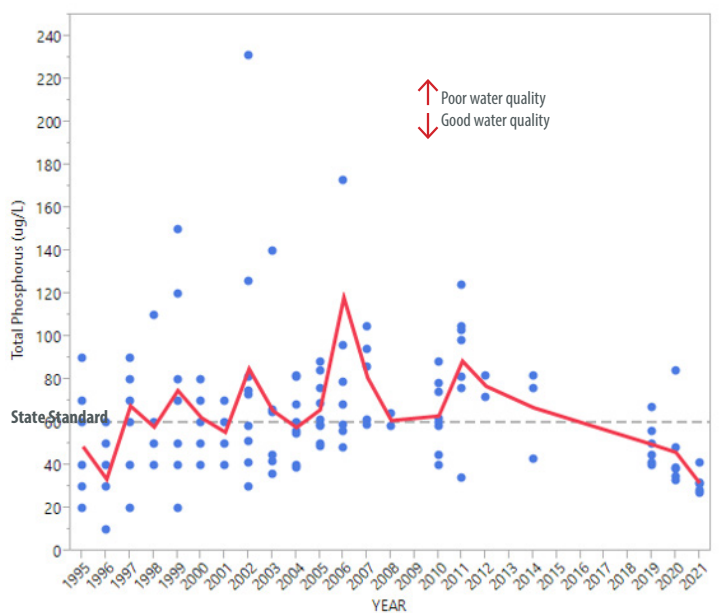
# Water Quality Data 1995-2021

\*micrograms per liter (ug/L) = 1,000 mg/L (milligrams per liter)



## Chlorophyll-a\*

Chlorophyll-a is the pigment that gives plants their green color. High levels indicate excessive algae from high nutrient levels in the lake. Low chlorophyll-a levels indicate good water quality. State standard is 20 ug/L (dashed line).



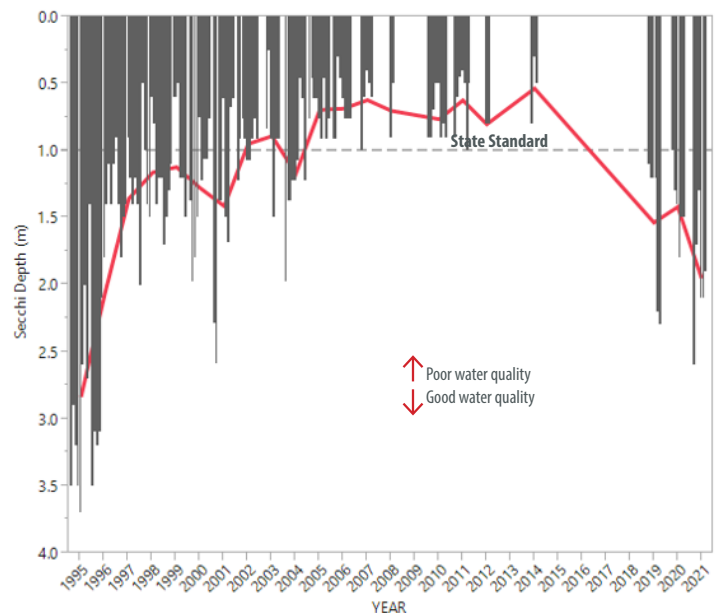
## Phosphorus\*

Phosphorus is a nutrient required for plant growth. High phosphorus levels can lead to algae blooms, turning water green. Low phosphorus levels indicate good water quality. State standard is 60 ug/L (dashed line).

## Watershed Projects

The LMRWMO partnered with the City of South St. Paul to install large underground pipe chambers (shown below) in 2018 to clean and infiltrate stormwater before it enters Seidls Lake.

The lake will continue to be monitored to track further water quality improvements and the impact of the newly installed lake outlet.



## Secchi Depth

A black and white secchi disc is lowered into the water until no longer visible and measures water clarity. High secchi disc depths indicate good water quality. State standard is 1 m (dashed line).

## How can you get involved?

You don't have to live on a lake to help improve water quality, **anyone can be part of the solution!** Installing a raingarden **increases water infiltration**, decreases lawn maintenance, and reduces pollution runoff that can negatively impact local water quality. The LMRWMO offers grants to residents to install raingardens or native shoreline plantings as part of the Dakota County Soil and Water Conservation District's **Landscaping for Clean Water** program.





## MEMORANDUM

**To:** LMRWMO Board of Managers  
**From:** Joe Barten, Dakota County SWCD  
**Subject:** Illicit Discharge Video Participation  
**Date:** February 22, 2022

### Summary

The LMRWMO was informed that the City of Eden Prairie staff are organizing the creation of a shared illicit discharge video for use by Metro Cities, Counties, and WMOs. The 5-minute video is intended for staff training purposes and covers requirements of Cities for Municipal Separate Storm Sewer System (MS4) training. The video costs around \$1,200 per organization to participate and equally share the total cost of approx. \$17,738. There are currently 15 organizations interested in this project. A final scope of work and agreement is attached.

The LMRWMO Board moved to participate in the video at the January 12, 2022 meeting. At that time the final details and agreement were not yet available. The final scope and agreement is now attached for Board consideration to execute.

**Board Action Requested:** Authorize the LMRWMO Board Chair to execute the attached agreement with Bolton and Menk.

**Attached:** Final Illicit Discharge Video Proposal and Agreement



**BOLTON  
& MENK**

Real People. Real Solutions.

3507 High Point Drive North  
Bldg. 1 Suite E130  
Oakdale, MN 55128

Ph: (651) 704-9970  
Bolton-Menk.com

March 1, 2022

Community Partner

RE: Development of Stormwater Illicit Discharge Education and Training Video

Dear Community Partner:

You have indicated a desire to partner with other communities in the development of a "Stormwater Illicit Discharge Video" that will be a resource to assist in training your staff, and the public; on how to detect and report illicit discharges occurring in your Municipal Separate Stormwater System (MS4).

Attached is the scope and timeline for completion of this project. The project cost will be \$17,738. This cost will be divided by the number of community participants. Currently, 15 communities have expressed an interest in the project. If all communities agree to participate, the value of the contract would be approximately \$1,180.00. We also have the option to add some customization for each community for additional costs as shown in the attached scope of services.

Please sign below to authorize your participation in developing the "Stormwater Illicit Discharge Video" and if any of the optional tasks will be included. Thank you for your participation in the preparation of this important tool to protect our water resources and the operation of your MS4 systems.

Sincerely,

**Todd E Hubmer, P.E.**

Principle Project Manager

**Bolton & Menk, Inc.**

I hereby authorize Bolton & Menk to complete the attached scope of services in a sum not to exceed \$1,400.00, with the final amount based on the number of participating organizations divided equally for:

Organization: **The Lower Mississippi River Watershed Management Organization (LMRWMO)**

Name: **Sharon Lencowski**

Optional Tasks Requested: **None**

Title: **LMRWMO Board Chair**

Signature: \_\_\_\_\_

# Multi-Community Illicit Discharge Video Proposal

## Overview

Bolton & Menk will be working with multiple communities to update its illicit discharge educational package, both internally and externally. Project costs will be split equally among the participants. These videos are anticipated to be released along with the supporting materials in the summer of 2022.

Bolton & Menk envisions several deliverables for this project:

- **Internal training video.** This video will be used to train internal staff on how to recognize illicit discharge and what to do if you see it. This video will be three to five minutes long, memorable, and with a motion graphic style.
- **Public-facing video.** This video will be posted on the website of participating communities and will educate the public on what illicit discharge is and how to report it. This video will be no more than two minutes long and have a motion graphic style.
- **Supporting handouts.** These handouts will serve as a visual summary of the videos and can be handed out to employees or placed on the website.
- **Leave-behinds.** Window stickers, mirror hangers, or other prizes will be created to remind employees how to report illicit discharge, even when they are on the road.

Optional services include:

- **Web review.** Our team will take a deep dive into each partner's website and suggest edits for its illicit discharge page.
- **Post-video quiz.** Our team will craft a short quiz for employees to take after they watch the training video.
- **Video and handout customization.** We will customize project materials upon request to match each partner's branding.

## Timeline

<b>Submit proposal to Communities</b> Bolton & Menk will prepare a cost estimate and a proposal for the city to review.	February
<b>Partner Approval</b> Final list of partners is assembled. Partners will sign an agreement form.	February
<b>Video Topic Research</b> Our team will conduct research on the topic and compile the information needed to make the video	February - April
<b>Focus Group Meeting</b> Bolton & Menk will host a kickoff meeting with the project partners. This meeting will share a preliminary outline of the video, materials ideas, and video styles to choose from. Our team will gather feedback during this meeting to help refine the project vision and materials.	March

<b>Concept Storyboarding and Scripting</b> Our team will develop a detailed storyboard and script for the project team to review. We will also outline the handout materials that we will develop during the production phase.	April
<b>Storyboard and Script Pitch</b> We will host a pitch meeting to review the storyboard, script, handout, and leave-behinds with the team.	May
<b>Video and Handout Production</b> Our team will produce the videos, handouts, and leave-behinds.	May
<b>Final Review</b> Once the materials are created, we will share the final materials with the group for any final comments.	June
<b>Final Packaging</b> After the materials are produced, we will package all files for distribution to the partners.	June

## Partners and Cost

Please see below for a preliminary cost based on the services described in the scope. Please note that project costs will be split equally among the project partners. Optional tasks will be paid for by each partner.

Illicit Discharge Videos					
		Project Manager	Project Communications Specialist	Video/Animation Lead	Administration
Work Task Descriptions					Estimated Cost per Task
<b>Task 1: Video Production</b>					
Video Topic Research and Concept Storyboarding	2	18	12	2	\$4,018
Storyboard Pitch Meeting	2	4	4		\$1,360
Video Production and Edits	2	12	62		\$8,120
Supporting Handouts	2	12	12		\$3,120
Final Packaging	2	2	4		\$1,120
<b>Optional Tasks</b>					
Web Review		4			\$480
Post-video quiz		6	4		\$1,120
Video and Handout Customization		4	8		\$1,280
<b>Total</b>					<b>\$17,738</b>
<b>Total with optional tasks</b>					<b>\$20,618</b>





## MEMORANDUM

**To:** LMRWMO Board of Managers  
**From:** Joe Barten, Dakota County SWCD  
**Subject:** Revised LMRWMO Water Quality Performance Standards  
**Date:** March 3, 2022

### Summary

The LMRWMO Watershed Management Plan includes performance standards which set minimum requirements for Cities to incorporate into their Code when implementing water resources and stormwater management permit programs. The WMO Plan Update is a chance to review and update standards to improve and protect water quality, especially in the WMO impaired waters.

At the direction of the WMO Board, the Administrator and Barr staff reached out to City staff for feedback on options to change the current performance standards. Those options are attached. Upon review of all of the options, the WMO Administrator and Barr staff recommend the attached Draft Water Quality Standard revisions, as shown in the attached.

Member cities may identify, as part of their local ordinances, exemptions for the permanent water quality treatment as required in both part I and part II of proposed Policy 5.3.3-A. For example, existing city codes often identify single-family residential lots as exempt, regardless of size. Cities may propose other exemption scenarios as they deem appropriate (and as approved by the WMO Board).

The performance standards described in the proposed Policy 5.3.3-A (and threshold in the case of part I) are intended to be consistent with the MPCA's MS4 permit and NPDES construction stormwater general permit. Thus, exemptions to Policy 5.3.3-A proposed in member city local controls should still maintain compliance with applicable state requirements.

**Board Action Requested:** Discuss potential modifications to standards as presented. Consider approval of proposed revisions, if appropriate.

**Attached:** LMRWMO Performance Standards Options & City Responses  
Draft Water Quality Standard Revisions (Policy 5.3.3-A & B)  
Maps of approximate areas to be included in "Regulatory Watersheds"

## LMRWMO Performance Standards Options & City Responses

At the January 7th Plan update TAC meeting, we discussed potential changes to LMRWMO performance standards, including a lower threshold for triggering permanent water quality treatment/volume control. With a nearly fully developed watershed, we believe this is one tool to achieve water quality improvements in the LMRWMO and also in the watersheds of priority waterbodies, which are also improvements that the City can take credit for in their MS4 reporting towards achieving TMDL reductions. We understand that for some cities that do not currently have thresholds below 1 acre of disturbance, this could be a significant change. For other Cities, it may be less of a change. Additionally, there would likely be exemptions to these rules which will need to be discussed (e.g., residential projects, linear projects, etc).

At the February 9, 2022 LMRWMO Board meeting, the Board directed WMO staff to reach out for input from Cities on this topic prior to bringing back to the Board for consideration.

As City staff representatives, we wanted to get your input on opinion/preference for potential options (as they will impact you the most) which are summarized as follows:

1. **Status Quo:** Apply water quality performance standards equivalent to 1 inch retention from impervious area for development/redevelopment projects disturbing more than 1 acre throughout the LMRWMO.
2. **½ Acre Throughout:** Apply water quality performance standards equivalent to 1 inch retention from impervious area for development/redevelopment projects disturbing more than ½ acre throughout the LMRWMO.
3. **½ Acre with Impervious Threshold:** Apply water quality performance standards equivalent to 1 inch retention from impervious area for development/redevelopment projects disturbing more than 1 acre throughout the LMRWMO. Also apply water quality performance standards equivalent to 1 inch retention from impervious area for development/redevelopment projects disturbing more than ½ acre and with >75% imperviousness (or other percent standard, 80%, 90%) throughout the LMRWMO.
4. **½ Acre in Select Watersheds:** Apply water quality performance standards equivalent to 1 inch retention from impervious area for development/redevelopment projects disturbing more than ½ acre within watersheds draining to chloride and/or nutrient impaired waterbodies (e.g., Thompson Lake, Lake Augusta) and other priority watersheds identified in cooperation with member cities.
5. **Other** – If you have one to consider

In considering the above with respect to your city, do you have a strong preference for any of the above options? Please note if you consider any of the above infeasible relative to your current staffing or review/permitting processes – in such cases, are there ways to modify the above possible standards to make them more feasible? Are there certain exemptions that you think should be included if we did lower the threshold to ½ acre disturbance?

## **INVER GROVE HEIGHTS**

**Summary:** ½ acre throughout WMO (or presumably with threshold exemption, or in select areas)

**City Response:** Inver Grove has city code that requires ½ inch with disturbance thru out the city , with the exception that the NWA has to deal with the infiltration of a 5 year event (3.6 inch rain by infiltration ) We have some instances where we go to 5,000 SF in certain areas with redevelopment . IGH would support keeping its current codes , with a change from 5,000 SF to ½ acres of disturbance.

## **WEST ST. PAUL**

**Summary:** ½ acre throughout WMO (or presumably with threshold exemption, or in select areas) – Status Quo is least favored option

**City Response:**

2; Preferred Option of ½ Acre throughout. We are currently at 1-Acre threshold as a city.

5; like the language in “4”, protecting impaired waterbodies, but also like the language in “3”, 1/2Acre & >75% imperviousness. So option 5 to me would be combining the language.

Then 4; 3; and 1;

## **SOUTH ST. PAUL**

**Summary:** Already can require more SW mgmt. with adverse impact, prefer status quo/not changing

**City Response:** SSP standards require retention on any land disturbing activity that result in 1 acre of new or redeveloped impervious OR any land disturbing activity, regardless of size, that may cause an adverse environmental impact. We also require 1.1” retention on new or redevelopment projects. Linear projects have different standards. We also have exceptions where infiltration is infeasible. Would rather not have to change our standards.

## **MENDOTA HEIGHTS**

**Summary:** No preference, already more stringent than any options.

**City Response:** Does not have preference as City will keep more stringent standards at 5,000 sf threshold.

## **SAINT PAUL**

**Summary:** Prefer encouraging higher standards vs require. Many factors make small sites difficult for additional treatment.

**City Response:** Currently revising to mimic South St. Paul. Saint Paul is looking to implement a citywide standard, which has been requested by other Watershed Districts and developers who operate in Saint Paul.

I request the LMRWMO language encourage that performance standards be applied on properties less than the current 1-acre threshold, but not require.

Perhaps grant opportunities from the LMRWMO could be promoted on these smaller projects as an incentive to gain that additional treatment. Seems that previously the burden for addressing the impairments was on redevelopment activities only. I would recommend if a higher redevelopment standard is proposed in a targeted subwatershed, that any in-lake loading assessment/treatment also occur so the “work” is shared. Of course this is only applicable to specific impairments.

## **LILYDALE**

**Summary: Prefer encouraging higher standards vs require. Few sites under 1 acre applicable in Lilydale.**

### **City Response/Ranking:**

- 1) Status Quo
- 2) Encourage that performance standards be applied on properties less than the current 1-acre threshold (as suggested in previous emails)
- 3) ½ acre in select watersheds (targeting chloride/nutrient impaired watersheds)
- 4) ½ acre with impervious threshold
- 5) ½ acre throughout

The City of Lilydale is in the process of revising its stormwater management ordinance with the intent to align with the MPCA Construction Stormwater Standards as much as possible, recognizing that there are some conditions unique to Lilydale that will not allow development/redevelopment in the city to meet all standards as exactly outlined by the MPCA.

However, current city policy requires that development/redevelopment activities exceeding 1 acre of disturbance submit a stormwater management plans meeting the city’s stormwater requirements. For Lilydale, flexibility in the application of performance standards is critical for the City of Lilydale, with the current standards including:

- Rate control
- Water quality performance
- Volume retention: This is a challenge in Lilydale. Due to the majority Lilydale’s proximity to the Mississippi River bluffs, the shallowness of the bedrock/groundwater in the area, and proximity to active karst features, Lilydale does not encourage infiltration of stormwater on top of the bluffs. Filtration for stormwater quality improvement is encouraged, with the incorporation of subsurface drain systems and impermeable liners.

o If volume retention (infiltration) is allowed (if determined to be appropriate and practical for a site in relation to proximity to the bluff, active karst features, or separation from bedrock/groundwater), then stormwater management and volume retention must meet the LMRWMO and LMRWD standards.

Additionally, with the exception of a handful of single family homes along the TH13 corridor, the majority of land use within the city is multifamily residential with a few commercial parcels. Nearly all of these multifamily/commercial parcels are over an acre (with the exception of one or two parcels) and would most likely trigger the city's threshold when redeveloping with the LMRWMO stormwater management threshold as is (1 acre).

## **SUNFISH LAKE**

**Summary: City standards already more stringent. Suggest considering different standards for new vs. reconstructed impervious.**

### **City Response:**

The City of Sunfish Lake has requirements and policies in place that would be as strict as or more restrictive than any of the options that you have proposed. As others have stated, however, I agree that one-size does not always fit all so flexibility (that isn't overly arduous) should be built in to any new requirements.

I will note that your proposed thresholds appear to be about the area of disturbance rather than the area of new or reconstructed impervious. I would think there should be different standards for those projects that disturb over 1 acre (or ½ acre) and do not touch existing or create new impervious, versus projects disturbing the same area with new and/or fully reconstructed impervious.

I see a need for differentiation between new and reconstructed impervious. New impervious should have the requirements that you are considering, but reconstructed impervious in many cases may not be able to meet similar requirements. You may consider for those projects (even linear) that water quality BMP's should be incorporated to the extent practicable – which does leave the door open for debate on what is practicable, but as a reviewer we see where applicants make no effort and there are obvious options to provide treatment, and we see applications where efforts were made in the design to incorporate BMP's in to the design reasonably.

## **Draft Water Quality Standard Revisions (Policy 5.3.3-A & B)**

### **Existing Policy**

*Member cities shall require a 50% total phosphorus removal from runoff leaving new development and redevelopment projects that exceed one acre of land disturbance (for this policy, mill and overlay and pavement rehabilitation projects are not considered land disturbance). For areas that discharge directly to the Mississippi River or to an impaired water body for which a TMDL has been completed, the findings of the TMDL may replace this requirement (whether more or less stringent).*

*The required reduction of total phosphorus may be accomplished through the use of regional or on-site stormwater BMPs such as: ponds, NURP (National Urban Runoff Program) basins, infiltration basins, biofiltration, vegetated swales, mechanical devices, porous pavements, or any other techniques effective at phosphorus reduction. (Goal 5.3.1 C)*

### **Proposed Policy 5.3.3-A:**

*Member cities shall require permanent water quality treatment for projects disturbing one acre or more. Volume reduction practices shall be considered as the preferred water quality treatment practice provided that infiltration can be achieved consistent with the guidance and prohibitions described in the MPCA's MS4 Stormwater General Permit and Minnesota Stormwater Manual. Minimum water quality treatment volumes are defined for non-linear and linear projects as:*

- *Non-linear projects: 1 inch of runoff from new or redeveloped impervious surface for non-linear projects*
- *Linear projects: 1 inch of runoff from new impervious surface or 0.5 inch of runoff from new and redeveloped impervious surface for linear projects, whichever is greater*

*Where volume reduction practices are prohibited or cannot be provided cost effectively, member cities may require wet detention, filtration, or other water quality treatment methods consistent with the most current version of the MPCA's MS4 Stormwater General Permit and Minnesota Stormwater Manual to achieve at least 50% total phosphorus removal.*

### **Proposed Policy 5.3.3-B:**

*Member cities shall require permanent water quality treatment for projects that disturb ½ acre or more if more than half the parcel is located within a watershed tributary to LMRWMO Regulatory Waterbodies, as noted in Figure XX. Permanent water quality treatment requirements shall be consistent with those described in Policy 5.3.3-A. Member cities are encouraged to apply similar requirements throughout their jurisdiction. Member cities that contain an area comprising less than 10% of the Regulatory Watershed tributary to a Regulatory Waterbody are exempt from this policy.*

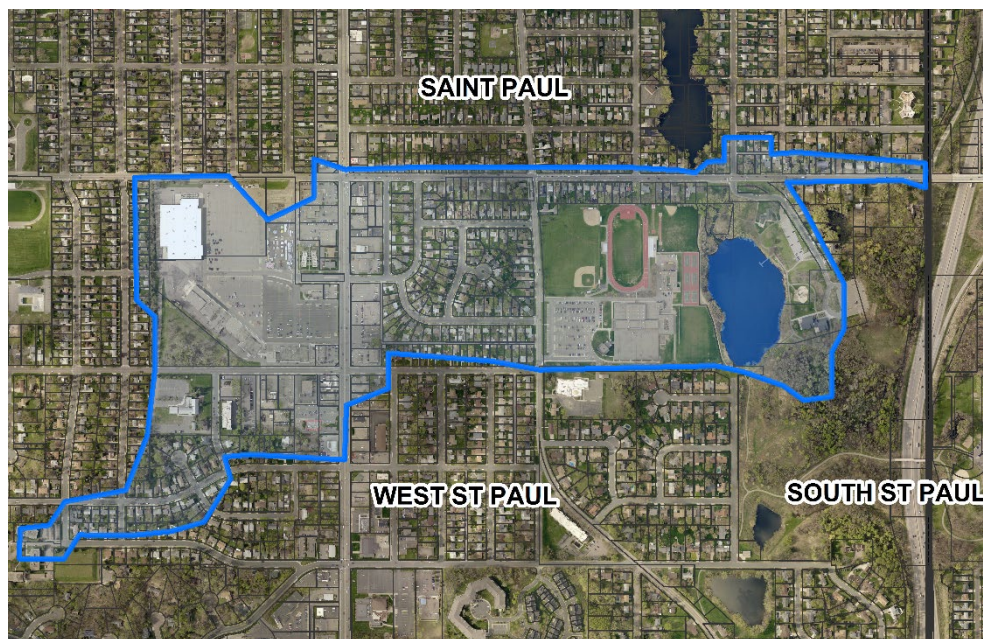
NOTE: The WMO Administrator recommends including Thompson Lake and Lake Augusta as Regulatory Waterbodies at this time.



## Proposed Regulatory Watersheds



*Approximate watershed of Lake Augusta to be included in ½ acre threshold for water quality standards.*



*Approximate watershed of Thompson Lake to be included in ½ acre threshold for water quality standards. Portion of St. Paul within watershed would be exempt as it is less than 10% of total area.*





## 2022 Board Meeting Schedule

The regular Lower Mississippi River Watershed Management Organization (LMRWMO) Board of Manager meetings are held the second Wednesday of each month at 3:00 p.m. The Board Chair may cancel meetings if business renders them unnecessary.

Meeting locations typically rotate among select member communities with the following rotating order, Saint Paul, Inver Grove Heights, Lilydale, Sunfish Lake, Mendota Heights, West St. Paul, South St. Paul, with each hosting two consecutive meetings.

Listed below are the host Cities and locations for the scheduled 2022 meetings.

All meeting packet materials are posted on the LMRWMO website in advance of remote meetings.

January 12, 2022	Held Remotely Online
February 9, 2022	Held Remotely Online
March 9, 2022	Held Remotely Online
April 13, 2022	Location TBD
May 11, 2022	Location TBD
June 8, 2022	Location TBD
July 13, 2022	Location TBD
August 10, 2022	Location TBD
September 14, 2022	Location TBD
October 12, 2022	Location TBD
November 9, 2022	Location TBD
December 14, 2022	Location TBD

# LMRWMO Plan Update – March 2022

## 12.1 Plan Update Status

Proposed Schedule for Stakeholder Engagemet during LMRWMO Plan Development																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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### Current Tasks:

- Revise performance standards
- Finalize strategies/policies per input

### Upcoming Tasks:

- Draft implementation schedule
  - Input from member cities
- Compile draft Plan document

Grant Activity - Interstate Valley Creek Feasibility Study - Implementation	
Description	<p>This activity includes creation of a feasibility study to identify areas of streambank erosion and options for streambank protection, weir replacement, identification of BMPs for pollutant and volume reduction in watershed. Activities may include watershed modeling, preliminary desktop mapping, field reconnaissance, landowner outreach, cost benefit analysis, pollutant calculations, priority practice ranking, and a final report.</p> <p>Overall Measureable Outcome: Final report identifying shoreline stability issues and feasibility of measures to reduce shoreline erosion, feasibility of two outlet control structures, and the costs and benefits of an outlet control structure to Lake Augusta.</p> <p>Year 1 Milestones: N/A - Complete activities outlined in project development phase.</p> <p>Year 2 milestones: Have consultant under contract, site investigation and analysis underway and draft report in process.</p> <p>Year 3 Milestones: Complete final feasibility study for distribution to project stakeholders.</p>
Category	PLANNING AND ASSESSMENT
Has Rates and Hours?	No