MEETING DATE: January 11, 2018	
TITLE: Nokomis Neighbors for Clean Water Reimb	ursement 2015 Approved Cost Share Grant
RESOLUTION NUMBER: 18-005	
PREPARED BY: Telly Mamayek, Director of Com	munications and Education
E-MAIL: tmamayek@minnehahacreek.org	<b>TELEPHONE:</b> 952-641-4508
REVIEWED BY: ⊠Administrator ⊠ Couns ☐ Board Committee ☐ Engin	
WORKSHOP ACTION:	
☐ Advance to Board mtg. Consent Agenda.	☐ Advance to Board meeting for discussion prior to action.
☐ Refer to a future workshop (date):	☐ Refer to taskforce or committee (date):
☐ Return to staff for additional work.	☐ No further action requested.
☐ Other (specify):	en e

# **PURPOSE or ACTION REQUESTED:**

Reimburse Metro Blooms \$40,000 after completion of the fourth and final phase of the Nokomis Neighbors for Clean Water project.

# Attachments:

- 1. Nokomis Neighbors for Clean Water cost share agreement
- 2. RBA 15-032 Authorization of Cost Share Funding-Nokomis Neighbors for Clean Water
- 3. 2017 Community Outreach Report
- 4. 2017 Budget Summary Spreadsheet
- 5. 2017 Map of Completed Project
- 6. Email from BWSR Conservationist Steve Christopher

# RESOLUTION

RESOLUTION	NUMBER: <u>18-005</u>
TITLE:	Nokomis Neighbors for Clean Water Reimbursement 2015 Approved Cost Share Grant
WHEREAS,	the Cost Share Program was established by the MCWD to provide grants to property owners to design and install best management practices (BMPs) that will reduce the volume and increase the quality of stormwater flowing offsite and provide support for beyond-regulation projects that protect and improve water resources; and
WHEREAS,	Metro Blooms, a Minnesota non-profit corporation, applied for cost share funding for the Nokomis Neighbors for Clean Water Project, or Project, a stormwater BMP alleyway retrofit to install 180 BMPs on 15 blocks to collect and infiltrate roof and driveway runoff, preventing it from reaching Lake Nokomis, which is impaired for excess nutrients; and
WHEREAS,	the MCWD Board of Managers, at its meeting on March 26, 2015, approved RBA 15-032 authorizing funding 75 percent of the costs for construction of the BMPs on 15 blocks around Lake Nokomis, not to exceed \$100,000 (the Cost Share community engagement category project cap); and
WHEREAS,	RBA 15-032 specified payment of no more than \$20,000 for each of five phases of the Project, contingent on receipt by MCWD of an annual outreach report on the community impact of the Project; and
WHEREAS,	MCWD has reimbursed Metro Blooms \$20,000 for each of the first three phases of the Project, totaling \$60,000 for BMPs installed on nine blocks; and
WHEREAS,	due to property owners' higher than anticipated interest in installing multiple BMP's on their parcels, Metro Blooms exceeded its Project goal of 180 BMPs by the end of the fourth phase, totaling 12 blocks instead of the 15 blocks specified in RBA 15-032; and
WHEREAS,	Metro Blooms fulfilled the terms of the Project by submitting all of the required documentation, including annual outreach reports on the community impact of the Project; and
WHEREAS,	the Board of Water and Soil Resources, which awarded a \$399,425 Clean Water Legacy Grant for the Project, supports the full reimbursement of the Project as installed; and
NOW, THERE	FORE, BE IT RESOLVED, that the MCWD Board of Managers authorizes reimbursement of Metro Blooms for the remaining \$40,000 in cost share funding for the Project, which has completed its reporting requirements and exceeded its Project goal of 180 BMPs on three fewer blocks and one less phase than specified in RBA-032, contingent on submission by Metro Blooms of written acknowledgement that such payment will constitute satisfaction of the August 11, 2015, agreement for the Project.
2.000 00	S S S S S S S S S S S S S S S S S S S
Resolution Nu Motion to ado	mber 18-005 was moved by Manager, seconded by Manager  pt the resolution ayes, nays,abstentions. Date:
	Date:

Secretary

# FUNDING AGREEMENT NOKOMIS NEIGHBORS FOR CLEAN WATER

## Metro Blooms and Minnehaha Creek Watershed District

This agreement is entered into by and between Metro Blooms, a Minnesota nonprofit corporation, and the Minnehaha Creek Watershed District, a special purpose district of the State of Minnesota with powers set forth at Minnesota Statutes chapters 103B and 103D (District or MCWD).

This agreement is entered into to provide for District reimbursement to Metro Blooms for costs incurred to construct stormwater-management improvements (the Project) on multiple properties owned in fee by individual private homeowners at various locations along 15 along 15 alleyways in the Nokomis Neighborhood directly east and west of and tributary to Lake Nokomis in Minneapolis (the Project Area).

The District has determined the amount of funding it will contribute on the basis of the water-quality protection and improvement, public education and demonstration benefits that will be realized by completion of the Project, which is undertaken by Metro Blooms to engage neighborhood residents in efforts to reduce phosphorus loading, runoff volume, erosion and sedimentation from land proximate to Lake Nokomis, a public water and recreational water body.

Metro Blooms commits all reasonable effort to complete the Project and the District commits to reimburse Metro Blooms in accordance with the terms and on satisfaction of conditions of this agreement.

- 1. <u>Scope of Work</u>. Metro Blooms will develop designs and/or plans and specifications for the construction of a best management practice (BMP) on <u>each of</u> up to 180 private residential properties in the Project Area. (An individual residential property on which a BMP will be constructed and maintained under the Project is referred to hereinafter as a Project Site.) For each Project Site, Metro Blooms will provide for written District approval:
  - A. documentation of Metro Blooms having secured the necessary property access and use rights to construct a BMP;
  - B. the design or plans and specifications for the BMP for each Project Site; and
  - C. a maintenance agreement substantially conforming to that attached hereto as Exhibit A, completed for the relevant Project Site and signed by the Project Site property owner(s).

Metro Blooms will be responsible for securing the necessary agreement of the property owner in each case to obtain all required permits and approvals for the Project and for complying with all laws, including laws requiring location of buried utilities prior to land disturbance. Property access and construction rights secured by Metro Blooms under this agreement will include the right of District representatives to enter property at reasonable times to inspect the work and determine compliance with this agreement.

Metro Blooms will maintain a copy of the designs and/or plans and specifications and other records concerning the Project for six (6) years from the date the Metro Blooms completes the

Cost-Share agreement June 4, 2015 Metro Blooms-Minnehaha Creek Watershed District Project. The District and the state auditor may examine, audit or copy any such records upon reasonable notice to Metro Blooms.

- 2. <u>Contractor</u>. Metro Blooms will select a contractor or contractors for the Project and ensure construction of the Project in substantial conformity with the design or plans and specifications approved by the District for each Project Site. In contracting for construction of the Project, Metro Blooms will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination.
- 3. Reimbursement. For each Project Site, when the District has determined that the each BMP has been constructed in accordance with the approved designs and/or plans and specifications and the District has received all invoices and receipts documenting the costs incurred at the Project Site and the signed access and construction agreement and maintenance agreement required by paragraph 1 of this agreement, along with any completed reimbursement forms required by the District, the District will reimburse Metro Blooms 75 percent of the costs incurred for construction of the BMP at the Project Site. MCWD will reimburse Metro Blooms 75 percent of all eligible costs incurred to date less already-reimbursed costs, not to exceed \$20,000 per reimbursement, at the conclusion of each of five construction phases, ending December 31, 2015 (Phase 1); August 31, 2016 (Phase 2): December 31, 2016 (Phase 3); August 31, 2017 (Phase 4); and December 31, 2017 (Phase 5). Reimbursement for Phase 1, Phase 3 and Phase 5 is contingent, in each case, on Metro Blooms completing and submitting for MCWD's approval an annual education and outreach report in material conformity with and containing the information called for in the form attached as Exhibit B, which is incorporated into this agreement as a material term hereof. Total reimbursement available under this agreement is \$100,000 or 75 percent of the total eligible Project costs incurred, whichever is less. If a Project Site property owner fails to maintain the BMP in conformity with the completed, signed maintenance agreement, the District will have a right to the return of reimbursement paid to Metro Blooms for that Project Site under this agreement, unless the property owner notified the District and Metro Blooms of the sale of the Project Site property in accordance with the terms of the maintenance agreement for the Project Site.
- 4. <u>Publicity</u>. In communicating to funding or oversight agencies or in public communications about District programs, the District may cite the Project and its location and may depict the Project in text, photographs or other media. Metro Blooms will cooperate with the District to seek publicity and media coverage of the Project and will cooperate with District education efforts related to the Project.
- 5. Remedies; Immunities. Only contractual remedies are available for a party's failure to fulfill the terms of this agreement. Notwithstanding any other term of this agreement, the District waives no immunities in tort. This agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

- 6. <u>District Role; Indemnification</u>. The District's role under this agreement is solely to provide funds to support the Project, in recognition of the demonstration and dissemination of knowledge about innovative approaches to stormwater management. The District has no authority to select, nor has it had any role in selecting, the design, means, method or manner of performing any work or the person or firm who will perform the work necessary to construct the Project. Review of any design and/or plans and specifications, or installation by the District or its representative is solely for the purpose of establishing accountability for District funds expended. Neither Metro Blooms nor any of its employees, contractors and agents acts as an agent or representative of the District in any manner. Metro Blooms agrees to indemnify, defend and hold harmless the District, its officers, board members, employees and agents from any and all claims, actions, costs, damages and liabilities of any nature to the degree they are the result of action or inaction by Metro Blooms or its contractor(s) that is the basis for liability in law or equity.
- 7. <u>Effective Date; Expiration; Survival of Obligations</u>. This agreement is effective when fully executed by the parties and expires three (3) years thereafter or when all reimbursement available under paragraph 3 has been paid, whichever occurs first. All obligations that have come into being before expiration of this agreement, specifically including but not limited to obligations under paragraphs 4, 5 and 6, will survive expiration.
- 8. <u>Notices</u>. Any written communication required under this agreement will be addressed to another party as follows, except that a party may change its address for notice by so notifying the other party in writing:

To District:

Administrator Minnehaha Creek Watershed District 15320 Minnetonka Boulevard Minnetonka, MN 55345

To Metro Blooms:

Becky Rice Executive Director PO Box 17099 Minneapolis, MN 55417

9. <u>Waiver</u>. A party's failure to insist on the strict performance of any obligation under this agreement, or to exercise any option, remedy or right herein, will not waive or relinquish that party's right in the future to insist on strict performance of that or any other obligation. A party's waiver of a breach of an obligation of this agreement will not be construed as a waiver of any subsequent breach of that or any other obligation. A waiver must be in writing and signed by the party.

[SIGNATURE PAGE FOLLOWS]

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

MINNEHAHA CREEK WATERSHED DISTRICT

Administrator

Date: 8/11/2015

Approved as to form and execution

District counsel

**METRO BLOOMS** 

Bv:

Its: Well twe Suctor

Date: 6/10/

# Exhibit A MAINTENANCE AGREEMENT TEMPLATE

# MINNEHAHA CREEK WATERSHED DISTRICT Stormwater BMP Maintenance Agreement

This agreement, entered into to support collaborative water-resource protection and education and outreach efforts, is made between the Minnehaha Creek Watershed District (District) and [insert names] (together, Landowner), fee title owner of the property at [insert address] on which a stormwater best management practice (BMP) has been constructed with the funding support of the District (the Property).

WHEREAS Landowner has consented and contributed to the construction of the rain garden/pervious pavers[SELECT ONE/BOTH] shown in the site plan and design attached to and incorporated into this agreement as Attachment A (the stormwater BMPs), for water resource protection demonstration and education purposes;

WHEREAS the District has committed to contributing funding to the construction of the BMP; and

WHEREAS Landowner wishes to assume the obligations hereunder to induce the District to contribute funding for the construction of the stormwater BMP, and agrees that there is valuable consideration for the obligations hereunder, and that this instrument is legally binding.

# NOW THEREFORE Landowner and District agree as follows:

1. <u>Maintenance</u>. Landowner will maintain the stormwater-management improvements for 10 years from the date of Landowner's execution of this agreement. Landowner must inspect and repair or replace the stormwater best management practices (BMPs) components, plants and mulch and maintain as follows:

Pervious Pavers and Pervious Concrete. The primary maintenance requirement for permeable pavers is to remove debris and dirt from the surface. Fine debris and dirt accumulate in the openings and reduce the pavement's permeability. Routine maintenance is essential to reduce clogging over time. Pervious pavement areas described in the Site Plan and Work Plan attached as Exhibit A to the agreement must be maintained as follows:

- a. Limit the amount of leaves, tree litter, and grass clippings on the permeable pavement by sweeping or blowing them off the surface as necessary. This will reduce the amount of material available to clog the surface of the pavement.
- b. Inspect at least once each year after a major storm and otherwise annually for clogging of the surface. To remedy clogging, vacuum surface openings in dry weather to remove dry, encrusted sediment as necessary; alternatively, use a high-pressure washer to restore permeability of the surface. If necessary, add additional aggregate fill material made up of the same clean materials used in the original installation.
- c. In larger applications, conventional street sweepers equipped with vacuums, water, and brushes can be used to restore permeability for driveways and are recommended for maintenance of parking lots. Vacuum sweep ideally four (4) times a year, properly disposing of the removed material.

d. Damaged interlocking paving blocks that impair the structural integrity of the surface should be replaced. If water stands for an extended period of time, Homeowner will remove and replace the base materials.

e. Avoid the use of de-icing chemicals and sand. By observation, many pervious pavements eliminate ice buildup because melt water can drain through the

surface.

You can increase the longevity of the system by following the maintenance schedule for vacuum sweeping and high-pressure washing, restricting the area's use by heavy vehicles, limiting the use of de-icing chemicals and sand, and implementing a stringent sediment control plan.

Raingardens. The primary maintenance requirement for rain gardens is that of inspection and repair or replacement of the garden's components, plants and mulch. Generally, this involves routine maintenance similar to any landscaped area. Raingardens described in the Site Plan and Work Plan attached as Exhibit A to the agreement must be maintained as follows:

a. Raingarden plants should receive approximately 1" of water per week during the growing season for the first two years after planting. During years 3 and 4, the plants need only be watered in times of drought. Watering should occur in the morning hours. Homeowner will manually water as necessary to supplement rainfall.

b. Visually inspect and repair erosion yearly. Use small stones to stabilize erosion

along drainage paths and re mulch any void areas as needed.

c. Homeowner will inspect annually; keep clean of excess sediment and debris. Homeowner will replace the top two to five inches of media as necessary if raingarden is not sufficiently draining, so as not to impede filtration of sediment and oils.

d. Remove and replace all dead and diseased plantings as necessary each spring to

maintain ecological health and function.

e. Prune excess growth annually or more often, if desired. Trimmed materials may be recycled back in with replenished mulch. After rainstorms, inspect the cell and make sure that drainage paths are clear and that ponding water dissipates over 24 hours. (Water may pond for longer times during the winter and early spring.)

f. Weed regularly, as needed.

**Reporting**. Homeowner will submit to the MCWD annually a brief written report that describes the maintenance activities performed under the Agreement to which this Exhibit is attached, including dates, locations of inspection, maintenance activities performed and photographs of the Project.

The District and its representatives may enter the Property at reasonable times to inspect the condition of the Rain Garden and confirm proper maintenance.

2. <u>Signage; Public Access; Publicity</u>. The District, at its own cost and in consultation with Landowner, may place and maintain appropriate signage on the Property identifying and describing the BMP and informing the public of its purposes. On reasonable notice to

Landowner, District representatives may accompany members of the public onto the Property to view the BMP from time to time. This agreement does not create any right of public entry onto the Property except as coordinated with Landowner and accompanied by a District representative. In communicating to funding or oversight agencies or in public communications about District programs, the District may cite the BMP and its location and may depict the BMP in text, photographs or other media.

- 3. <u>Sale of the Property</u>. Landowner will notify the District and Metro Blooms at least 30 days before Landowner conveys the Property and will facilitate communication between the District and the purchaser of the Property to help ensure continued maintenance of the BMP.
- 4. <u>Notices</u>. Any written communication required under this agreement will be addressed to the other party as follows, subject to written notice of a change of address:

To the District: Cost-Share Specialist Minnehaha Creek Watershed District 15320 Minnetonka Boulevard Minnetonka MN 55345

To Metro Blooms:

Becky Rice Executive Director PO Box 17099 Minneapolis, MN 55417

To Landowner:	
Name:	
Address:	
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Intending to be bound, the parties execute and delive	er this agreement.
LANDOWNER	Date:
Name:	Date:
MINNEHAHA CREEK WATERSHED DISTRICT	
By:Administrator	Date:

Attachment A
Site Plan and Design

# Exhibit B COMMUNITY OUTREACH REPORT



# Community Outreach Report

Educational Signa	age at the Proj	ect Site?	☐ Yes	□ No			
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Activity:					, etc.		
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Total Number of People Engaged and Educated	
comes of Community Engagement:	•
☐ New BMP's installed	Developing Educational Curriculum
Monitoring Opportunities	Awareness of Water Resource Management
Developing Partnerships	☐ Other
Building Local Leadership	
Please Describe the Outcomes:	<u> </u>
	.4.45
Separate Attachments:	
☐ Please complete the inspection report	*Paguired*
	, newsletter, website, or other media mentions of the project
☐ Attach photos documenting the proces	ss and/or outcome of the project
Any Other Successes, Challenges, or Lessons tha	at you would like to share:
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Please Submit Report to:	
Cost Share Staff	Reports can also be sent via US mail
Brett Eidem	Minnehaha Creek Watershed District

Cost-Share agreement June 4, 2015

Cost Share Grant Administrator

beidem@minnehahacreek.org (952) 641-4523

> Metro Blooms-Minnehaha Creek Watershed District

15320 Minnetonka Boulevard

Minnetonka, MN 55345

# REQUEST FOR BOARD ACTION

# Minnehaha Creek Watershed District

MEETING DATE: March 26, 2015 TITLE: Authorization of Cost Share Funding- Nokomis Neighbors for Clean Water **RESOLUTION NUMBER: 15-032** PREPARED BY: Brett Eidem, Cost Share Grant Administrator **TELEPHONE:** 952-641-4523 E-MAIL: beidem@minnehahacreek.org □ Program Mgr. (Name): Telly Mamayek **REVIEWED BY:** □Administrator □ Counsel ☐ Board Committee ☐ Engineer ☐ Other WORKSHOP ACTION: □ Advance to Board mtg. Consent Agenda. ☐ Advance to Board meeting for discussion prior to action. ☐ Refer to a future workshop (date):\_\_\_\_ ☐ Refer to taskforce or committee (date):\_\_\_\_ ☐ Return to staff for additional work. ☐ No further action requested. ☐ Other (specify): \_\_\_\_\_

## **PURPOSE or ACTION REQUESTED:**

- 1. Order and authorize funding of 75 percent of the documented cost of the project on a per-project basis, not to exceed \$100,000 from the Cost Share Fund, for the installation of stormwater BMPs on 15 blocks within the neighborhoods around Lake Nokomis, contingent on a signed grant agreement and signed maintenance agreements that include a landscape design plan that is mutually agreed upon by the grant recipient, property owners and District staff.
- 2. Authorize the Administrator to execute and sign a Cost Share funding agreement with Metro Blooms and execute maintenance agreements between the District and the owners of the property where the BMP's are installed.
- 3. Reimburse Metro Blooms \$20,000 after completion of each of the 5 construction phases of the project, and after receiving an annual outreach report of how project is making an impact within the community.

### PROJECT/PROGRAM LOCATION:

15 Blocks within the neighborhoods surrounding Lake Nokomis, Minneapolis (map attached)

#### PROJECT/PROGRAM COST:

Fund name and number:

Cost Share Grant Program (3130)

Current budget:

\$832,000

Amount approved in 2014 to date:

\$416,290

Requested amount of funding:

75% of the documented costs for construction of

stormwater BMPs on 15 blocks, not to exceed \$100,000

### PROJECT TIMELINE

January – April 2015: MWS & block leader outreach and participant recruitment

- April-May 2015: Alley Get-Togethers and site consultations
- June July 2015: Site consultations and designs. Participants sign installation and maintenance contracts.
- July-October 2015: Raingarden and permeable pavement installations and downspout redirection. Maintenance training for participants, final inspection.
- November-December 2015: Project evaluation, including lessons learned and next steps.
- Repeat 2016 & 2017

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### SUMMARY

Last year, Metro Blooms and MCWD collaborated on a demonstration alleyway stormwater management improvement project as a community engagement opportunity to treat residential runoff, create wildlife habitat corridors within an urban fabric, and celebrate a neighborhood scale effort that aligns goals of government entities and the public to protect Lake Nokomis. This initial alleyway retrofit was implemented to increase awareness of stormwater management on a residential and community scale and leverage greater opportunities within the subwatershed, and was completed in October, 2014.

Seeking to build on the success of that effort, Metro Blooms has collaborated with the City of Minneapolis and MCWD to apply for a BWSR Clean Water Fund Grant, which was recently awarded to the city for the Nokomis Neighbors for Clean Water project in the amount of \$399,425. The project also received \$50,000 from Hennepin County, stretching the budget and minimizing the cost to homeowners for the construction of these BMPs.

In September 2014, the MCWD Board signed a letter of support expressing the managers' intent to consider the project for District cost-share financial support. The District's support for the project was conceptual and non-binding. Board determination on whether to provide District funding to the Lake Nokomis Neighbors for Clean Water project would not be made until after further documentation was prepared and presented and all applicable necessary public procedures have been completed. As part of its review of the project, staff applied the new cost share evaluation criteria. Staff reviewed this process at the March 5, 2015 Operations and Programs Committee meeting, where the committee recommended project funding and to hold a public hearing at the Board of Managers meeting on March 26, 2015.

The project has a three year implementation plan that will install 180 BMPs in 15 alleyways in the Lake Nokomis subwatershed. Homeowner and community awareness of water quality is the main focus of this project, and will be ongoing throughout the three year construction schedule. Metro Blooms has aligned the goals of the project with that of the District, by identifying areas of the Nokomis subwatershed for residential BMP implementation with District areas of focus (identified in the MCWD Water Resource Comprehensive Plan). They have identified 15 block leaders to conduct the peer to peer outreach to gain community capacity for getting enough interested homeowners to construct 12-15 BMPs per alleyway. The project will be tied to the Monarch Festival at Lake Nokomis, where there will be tours of the alleyways and open houses to learn more about the community and water quality impacts of the project.

MCWD funds will be administered by Metro Blooms, and will go directly towards the construction of the alleyway BMPs as well as design and construction management. The total project cost is \$670,115. Staff recommends funding 75%, not to exceed our Community Engagement project cap of \$100,000. With the new program structure and reporting requirements of community engagement projects, staff has worked out a phased reimbursement of the project. There is a detailed construction schedule, which has 5 install dates for 2-4 alleyways with each time period. Staff proposes 5 reimbursement installments of \$20,000, one after each 2-4 alleyway construction and receiving the annual reporting requirements on outreach impacts within the community. Please find table below as an example of how this phased reimbursement would be released.

Projected Date of Reimbursement:	Dec. 31, 2015	Aug. 31, 2016	Dec. 31, 2016	Aug. 31, 2017	Dec. 31, 2017	Total
Reimbursement for:	Phase 1 Construction -2-4 alleyways -Annual report	Phase 2 Construction -2-4 alleyways	Phase 3 Construction -2-4 alleyways -Annual report	Phase 4 Construction -2-4 alleyways	Phase 5 Construction -2-4 alleyways -Annual report	15 alleyways
Reimbursement Amount:	Up to \$20,000 for phase	Up to \$20,000 for phase, in addition to any carryover that was not spent or reimbursed in previous phase	Up to \$20,000 for phase, in addition to any carryover that was not spent or reimbursed in previous phase	Up to \$20,000 for phase, in addition to any carryover that was not spent or reimbursed in previous phase	Up to \$20,000 for phase, in addition to any carryover that was not spent or reimbursed in previous phase	NTE \$100,000
Reimbursement contingent upon:	-signed maintenanc	es and a close out insp e agreement with each engagement report		istrict staff ed funding agreement w	ith Metro Blooms	

**Project Description** 

Lake Nokomis Neighbors for Clean Water engages private property owners in a neighborhood scale effort to install up to 180 stormwater BMPs to protect Lake Nokomis, a water body in Minneapolis impaired for excess nutrients. Lake Nokomis is one of the most visited lakes in Minnesota. Located in the lower part of the Minnehaha Creek watershed, the lake discharges into Minnehaha Creek. The subwatershed is fully developed and dominated by residential neighborhoods, small business nodes and parkland. This project addresses the 103B/8410 plans of the Minnehaha Creek Watershed District (MCWD) and the City of Minneapolis (City), as well as the EPA-approved TMDL for Lake Nokomis.

An analysis of the Lake Nokomis subwatershed identified priority areas for BMP installations based on drainage pattern, land uses and presence of previously constructed BMPs. This project engages neighbors to install stormwater BMPs adjacent to alleyways on 15 residential blocks to capture and infiltrate runoff from impervious surfaces contributing high pollutant loads from private properties. WinSLAMM modeling of potential projects demonstrates 90-92% reduction in stormwater volume, TP, and TSS from drainage areas, resulting in up to 15 lbs TP removal/year. Installations will be paired with education and outreach to property owners focused on long-term benefits of sustainable source control.

This project is a partnership between the City of Minneapolis, nonprofit organization Metro Blooms/Blue Thumb, Minnehaha Creek Watershed District (MCWD), the Clean Water Land & Legacy Fund and Hennepin County. Other key partners include: Friends of Lake Nokomis, Nokomis East Neighborhood Association, Master Water Stewards and Master Gardeners.

# **MEASURABLE GOALS & RELATIONSHIP TO PLAN**

Lake Nokomis is listed on the MN Pollution Control Agency's 303(d) list as impaired for aquatic recreation due to excessive phosphorus. This project addresses an EPA-approved TMDL, with a site-specific standard for Lake Nokomis of <50 μg/L TP, <20 Chl-a, and 1.4m. Secchi. Minnehaha Creek Subwatershed Plan

- Pp. 1: Over the next ten years, the District's focus in the Minnehaha Creek subwatershed will be on improving water quality in [4] lakes that are currently impaired (including Lake Nokomis).
  - Goal 3.1 Pp. 46: Achieve in-lake TP concentration goals as identified in the lake TMDLs. Action D: Promote general application of BMPs across the subwatershed. Provide financial assistance to property owners...to retrofit their property with BMPs to reduce phosphorus and sediment loading.

## MCWD Lakes TMDL

Pp. 97, 101 The [implementation] focus for Lake Nokomis will be on redevelopment and retrofits. Projects similar to efforts in another Minneapolis watershed (Powderhorn Lake) to install 150 rain gardens could be implemented in the Lake Nokomis watershed.

Appendix A Pp. 114 presents the calculated runoff volume and loading estimates by subwatershed, under existing land use conditions. Note that the project focuses on private property retrofits. Specifically targeted is Subwatershed MC-164 to the east of Lake Nokomis because it contributes the second highest volume and lbs phosphorus/year, and it drains directly to the lake, whereas runoff from the other Minneapolis Nokomis Subwatersheds receives benefit from stormwater ponds before discharging to the lake, conditions did not allow for a pond to be constructed for Subwatershed MC-164.

# DESIGN, CONSTRUCTION, AND MATERIAL COSTS

The eligible cost from the project designer's estimate for the 180 BMPs to be installed on 15 blocks, as well as design and construction oversight and outreach techniques comes to \$670,115. The project has received a \$399,425 BWSR Clean Water Legacy Grant, a \$50,000 grant from Hennepin County, and will be requiring a 15% investment by the property owners that the projects will be installed on. District staff has reviewed the project through the cost share program evaluation criteria, which resulted in a staff recommendation for 75% cost share funding, with a community engagement cap amount of \$100,000. This would average out to a District cost share funding of \$555 per BMP, and a homeowner contribution of \$300/\$400 per BMP. (Cost Estimate Breakdown Attached)

## STAFF RECOMMENDATION

Staff and the CAC recommends funding 75% of project, not to exceed \$100,000, contingent on a signed grant and maintenance agreement that is mutually agreed upon by the Cost Share recipients and District staff.

### Attachments:

- 1. Subwatershed Drainage Map
- 2. Example of Alleyway Site Assessment
- 3. Existing/Proposed Nokomis Alleyway Perspective
- 4. Cost Estimate Breakdown
- 5. MCWD Letter of Support for Nokomis Neighbors for Clean Water Project

# RESOLUTION

RESOLUTION NUMBER: <u>15-032</u>

TITLE: Authorization of Cost Share Funding - Nokomis Neighbors for Clean Water

- WHEREAS, the Cost Share Program was established by the MCWD to provide grants to property owners to design and install best management practices that will reduce the volume and increase the quality of stormwater flowing offsite and provide support for beyond-regulation projects that protect and improve water resources; and
- WHEREAS, the District's 2007 Comprehensive Water Resources Management plan also identifies expanding the knowledge base of water resources management and providing education opportunities through demonstrative projects within the watershed as key functions of the Cost Share Program; and
- WHEREAS, funds are available in the 2015 budget for the Cost Share Grant Program; and
- WHEREAS, Metro Blooms, a Minnesota nonprofit corporation, applied for cost share funding for the Nokomis Neighbors for Clean Water Project, or Project, a stormwater BMP alleyway retrofit to install 180 BMPs on 15 blocks to collect and infiltrate roof and driveway runoff, preventing it from reaching Lake Nokomis, which is impaired for excess nutrients; and
- WHEREAS, MCWD staff has reviewed the Project and finds it to be consistent with the goals of the Cost Share Grant Program and recommends funding 75 percent of the costs for construction of the BMPs on 15 blocks around Lake Nokomis, not to exceed the Cost Share community engagement category project cap of \$100,000; and
- WHEREAS, on September 25, 2014, the MCWD Board of Managers authorized the Board President to sign a letter of support for the City of Minneapolis' application for a BWSR Clean Water Legacy Fund Grant for the Nokomis Neighbors for Clean Water Project, expressing the managers' intent to consider the project for an award of District cost share financial support; and
- WHEREAS, on March 5, 2015, MCWD Board of Managers Operations and Programs Committee reviewed the project and recommended the Board fund the Project and hold a public hearing on March 26, 2015; and
- WHEREAS, on March 12, 2015, the Project was reviewed by the Citizen Advisory Committee (CAC), and the CAC made a recommendation to the Board to approve the proposal and provide funding in the amount requested; and
- WHEREAS, per MCWD Board Resolution 13-023, the District follows procedures under Minnesota Statutes § 103B.251 for public and Board review before authorizing cost share funding in excess of \$50,000; and
- WHEREAS, in accordance with Minnesota Statutes § 103B.251, subdivision 3, the MCWD held a duly noticed public hearing on the Project on March 26, 2015, at which time all interested parties had the opportunity to speak for and against the Project,; and

- WHEREAS, the Board of Managers finds that the project will be conducive to public health and promote the general welfare, and is in compliance with Minnesota Statutes sections 103B.205 to 103B.255 and the MCWD's plan adopted pursuant to section 103B.231;
- NOW, THEREFORE, BE IT RESOLVED, that the MCWD Board of Managers, pursuant to Minnesota Statutes section 103B.251 and the comprehensive water resources management plan, orders the Project, with a total cost-share contribution from the MCWD of not-to-exceed \$100,000, and;
- NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Managers authorizes the administrator to execute, on advice and consent of counsel, a Cost Share funding agreement with Metro Blooms, providing reimbursement of 75 percent of the documented costs for construction of stormwater BMPs on 15 blocks around Lake Nokomis, not to exceed 75 percent of the documented eligible costs of construction of a BMP on each individual property, from the Stormwater BMP Cost Share fund, contingent on a signed maintenance agreement with each property owner that includes a final landscape design plan approved for Cost Share purposes by District staff; total cost-share reimbursement not to exceed \$100,000, which will be reimbursed in 5 installments at the completion of each of five phases of construction and contingent on receipt of an annual outreach report on the community impact of the Project.

Resolution Number 15-032 was moved by Manager SHEVETZN, seconded by Manager OUSON.

Motion to adopt the resolution 7 ayes, pays, abstentions. Date: 3/26/2015.

Date: 3/26/2015



# **Community Outreach Report**

For each reporting period, please complete the following form:

Name of Community Organization: Metro Blooms

Project Install Year: 2015-2017 (Report includes information on 2017 installations and education. BMP/Impact info for entire project

also included)

Is there Educational Signage at the Project Site?

⊠ Yes

□ No

## **Activities:**

Activity:	Workshop	Workshop	Tour	Other	Other	Social Media
Date:	2015-2017	Fall 2016	9/10/2017	9/18/2017	10/18/2017	Ongoing
Duration:	1.5 hours each maintenance training	2 hours each Alley Party	2 hours	4 hours	1 hour	1
Location:	Completed Nokomis Blooming Alleys	3 alleys installed spring 2017	Bike Tour to celebrate completion of Nokomis Blooming Alleys	EPA Region 6 Conference, San Antonio, TX	Water Resources Conference @ River Centre St. Paul	Facebook, Twitter, Metro Blooms website, Instagram
Number of People Reached:	60 households (One maintenance training/block. Every participating household invited (Approx. 100 total)).	90 households invited (Approx. 30 households/block, approx. 35 attendees total at all 3 parties).	1,000 (invited through neighborhood newsletters, Metro Blooms email, social media; approx. 40 attendees)	100 (presented about Blooming Alleys in panel about building capacity)	200 (presented about Blooming Alleys in session about equity, inclusion & capacity)	Approx. 3,000 followers. Typical Blooming Alley posts reach 900 – 2,000 people

### Please provide a detailed description of the activities that were conducted including your target audience:

In 2017, we planned to host a Blooming Alley bike tour as part of the Minnehaha Creek Watershed District's SUNday FUNday. The event was rained out so the tour was re-scheduled for September 10<sup>th</sup>, 2017. Approximately 40 people attended, primarily residents from the surrounding neighborhoods as well as some project partners and City Council Member John Quincy. The event was promoted to our entire email list as well as through neighborhood and community group newsletters and social media throughout Minneapolis.

Alley Parties and maintenance trainings are held for every block that participates in the Blooming Alleys program. When the project began, we were recruiting Alley Captains through outreach events and word of mouth. As more projects have been installed we are approached more often by potential Alley Captains that have seen a project and want to get their own block involved. For each Alley Party, we provide outreach flyers for the Alley Captain to give their neighbors information and invite them to a party usually hosted in their garage/driveway. We use these parties to recruit participants on each block (goal of 30% engagement – met on 100% of blocks). This approach builds grassroots leadership and social capital around clean water projects. Following installation, we host a maintenance training on each block. We've heard that a number of blocks have started hosting group maintenance days 1-2 times per year.

We routinely post information about the Nokomis Blooming Alley project on Facebook, Twitter and our website. These posts include photos during installation, photos of completed projects and signage, and event promotion. We typically reach anywhere from 900-2,000 people with these posts. The project has also been included in numerous neighborhood and community organization

newsletters (Nokomis East Neighborhood Association, Friends of Lake Nokomis, and Friends of Diamond Lake) and has had multiple multi-page spreads or front-page coverage in the Longfellow Nokomis Messenger (shared in 2016 community outreach report).

# **Participants:**

Outreach and pro	omotional p	artner organizations/gr	roups have in	cluded the following: M	laster Wate	er Stewards, Nokomis	East
Neighborhood As	ssociation, F	riends of Lake Nokomis	s, Friends of [	Diamond Lake, Minneha	ha Creek V	Vatershed District, Cit	y of
Minneapolis, and							
We also hosted a	Blooming A	Alley volunteer planting	g event in May	y with the Conservation	Corps of N	linnesota office staff	
(approximately 1	0 volunteer:	s total).					
						_	
Geographic Areas	Affected by	Outreach: Please mar	k which citie	s your outreach affecte	d and inclu	de the number of inc	dividuals
☐ Chanhassen	#	☐ Laketown	#	☐ Mound	#	☐ Tonka Bay	#
□ Deephaven	#	☐ Long Lake	#	☐ Orono	#	☐ Victoria	#
<b>⊠</b> Edina	# 17	☐ Maple Plain	#	☑ Plymouth	#9	☐ Watertown	#
☐ Excelsior	#	☐ Medina	#	☑ Richfield	# 15	☐ Wayzata	#
☐ Golden Valley	#		# 2,000	☐ Shorewood	#	$\square$ Woodlawn	#
☐ Greenwood	#		# 16	☐ Spring Park	#		
☐ Hopkins	#	☐ Mntka Beach	#	☐ St. Bonifiacius	#		
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### Please Describe the Outcomes:

New BMPs: Since 2015, we have worked with 104 property owners on 12 blocks in the Nokomis Subwatershed to install 192 stormwater Best Management Practices (105 raingardens, 2 infiltration columns, 85 permeable pavement systems) and 71 native plantings through the Nokomis Neighbors for Clean Water project. We have not completed modeling for final pollution and runoff

calculations but based on completed modeling through 2016 we anticipate annual total impact to be approximately:

- 10 acre-feet runoff
- 16 lbs Total Phosphorus
- 2 Tons solids captured

In addition to practices installed through this project, there are typically 1-3 households on each block that will work with our subcontractors on projects above and beyond the scope of Nokomis Neighbors for Clean Water. This includes having raingardens installed in front yards, having permeable patios put in, or green walls installed along garages.

Partnerships: We have worked with over 15 public and private partners on this project. These include private partners such as subcontractors J.L. Theis and Michael Stoick (gutters/downspouts), funding partners such as the Minnesota Clean Water Fund, Hennepin County, MCWD, and City of Minneapolis, and community partners including Nokomis East Neighborhood Association, Master Water Stewards, Friends of Lake Nokomis, and Friends of Diamond Lake. Working with new private partners has provided training opportunities for these businesses. For example, prior to working with Metro Blooms, J.L. Theis primarily worked on highway projects but they were certified in permeable pavement installation. Now J.L. Theis routinely works on clean water projects in Minneapolis and St. Paul.

Local Leadership: In addition to organizational partnerships, we've been able to directly engage over 250 citizens in the project through Alley Parties, tours, and site consultations. Local leaders have stepped forward on every block to serve as Alley Captains. In this role, they invite their neighbors to an Alley Party that they host (led by Metro Blooms) and act as a liaison between their neighbors and Metro Blooms. This method of engagement has proven very effective in building grassroots leadership and social capital for clean water projects. Our participation goal is 30% of households/block get involved in the project in some way. We've surpassed that on every block and have reached a maximum of 50% of households on a block actually doing an installation thanks to our Alley Captains. In asking the Alley Captains why they choose to lead these projects, their responses are typically "to do something good for the environment" and "to be a leader on their block and get their neighbors on board." We've found that Alley Captains and participants are our best recruitment tool for new blocks. They often become advocates for the project and for stormwater management, telling their friends and family about the projects and working to get adjacent blocks on board as well. Because of this, we had to do very little outreach for new blocks beyond 2015.

Awareness of Water Resource Management: The focus of this project is on the engagement of private property owners to install stormwater management practices on their own property. Every property owner we work with becomes an advocate for stormwater management not just on their own property but for their neighbors, friends, and family members as well. While it's difficult to track to what extent each participant shares their new knowledge of water resource management, we know that the blocks we work with are proud of these projects and of the fact that they participated. They're generally willing to share their story, be present during Alley Tours, and get neighbors on board who haven't yet signed up. This quote from a previous participant sums this up very well: "this whole process has made me more aware of the runoff situation and any future work I do on my property will take that into account. I think I will also be talking to my neighbor to the south about the drainage off his garage."

Knowledge, Attitudes, and Practices Survey: In 2013, with funding from MCWD, we worked with the University of Minnesota to administer a Knowledge, Attitudes, and Practices (KAP) survey in the Nokomis Watershed to inform a clean water project. We selected a random sample of 700 households in the Nokomis watershed and received a 50% response rate. With this information, we tailored the Nokomis Neighbors for Clean Water project to be a neighborhood-based installation project, rather than an educational campaign. The survey also gave us a baseline for knowledge, attitudes, and behaviors surrounding clean water in these neighborhoods. In September/October of 2017, following the completion of the Nokomis Neighbors for Clean Water installations, we re-administered the survey to measure impact and behavior change. Preliminary results indicate an improvement in knowledge about the impact that yard care activities have on water quality and where storm drains flow to as well as more residents feeling that they share in the responsibility of maintaining water quality. Final survey report will be completed and shared by year end.

#### Separate Attachments:

☑ Please complete the inspection report \*Required\* Project documentation shared in google drive

☑ Please attach copies of any newspaper, newsletter, website, or other media mentions of the project ☑ Attach photos documenting the process and/or outcome of the project – Engagement photos below, installation/completed project photos shared in google drive

## Any Other Successes, Challenges, or Lessons that you would like to share:

When we originally began this project, our target was 15 alleys within the Nokomis watershed to install 160-180 stormwater management practices. We exceeded our target of stormwater BMPs (192 installed) working with 12 alleys because nearly every property owner opted to have multiple practices installed. This greatly improves the visual and ecological impact of projects. However, it meant we were not able to engage quite as many alleys as we originally planned. There is certainly interest and we hope that in the future we are able to continue working with the MCWD and other local governments to fund projects along additional alleyways.

**Laura Scholl** 

November 13th, 2017

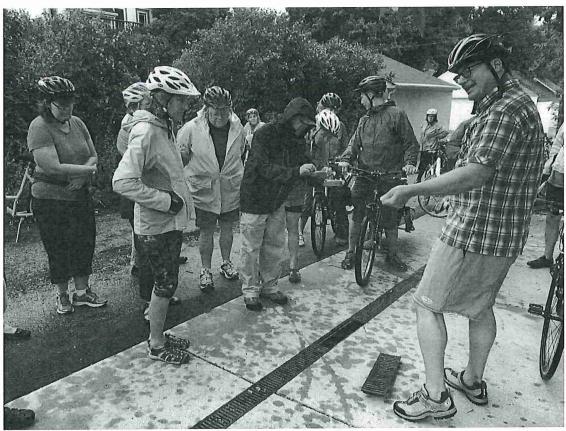
Name of Submitter

Date

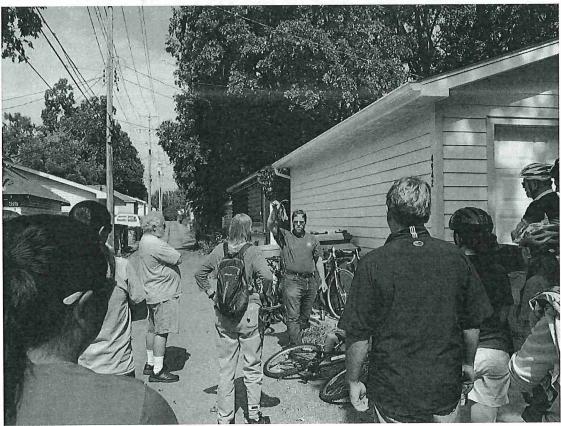
Please Submit Report to:

Cost Share Staff Brett Eidem Cost Share Grant Administrator beidem@minnehahacreek.org (952) 641-4523

Reports can also be sent via US mail Minnehaha Creek Watershed District 15320 Minnetonka Boulevard Minnetonka, MN 55345



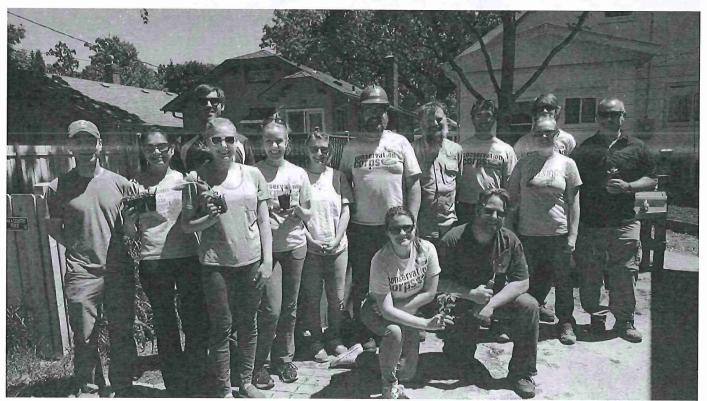
Alley Captain leads a discussion about maintenance of his trench drain during a Blooming Alley bike tour



Metro Blooms Landscape Architect Rich Harrison discusses maintenance and weed ID during a bike tour



Conservation Corps crews take a break during alley raingarden installations



Nokomis homeowners and Conservation Corps office staff volunteered to plant Blooming Alley raingardens in May 2017

Reimbursement Request 2017 – Summary Spreadsheet

Project Title: Nokomis Neighbors for Clean Water

Date: November 13th, 2017

	Budget Item	Total Budget (2015-2017, updated Jan 2017)	2015 Expenditures	2016 Expenditures	2017 Expenditures (as of 10/15/17)	Total Expenditures (as of 10/15/17)	Remainder
	THE PROPERTY OF THE PARTY OF TH						
	BUDGET ITEM						
Admin & Coordination	6010 · Executive Director	28,670.90	7,425.00	12,442.50	7,380.00	27,247.50	1,423.40
Admin & Coordination	6030 · Administrative Assistant	11,554.10	3,650.00	4,904.10	3,334.50	11,888.60	(334.50)
Backyards & Driveways	6835 · Disposal Fees	5,523.20	669.20	3,254.00	1,004.07	4,927.27	595.93
Backyards & Driveways	6845 · Equipment Rental	•	0.00	<b>(1)</b>	ī	,	
Backyards & Driveways	6850 · Landscaping Supplies/Equipment	6,730.52	792.67	3,937.85	778.09	5,508.61	1,221.91
Backyards & Driveways	6875 · Native Plant Supplies	17,515.02	3,802.82	8,712.20	3,536.24	16,051.26	1,463.76
Backyards & Driveways	6880 · Contractor Services	308,294.98	52,166.65	177,566.05	71,254.20	300,986.90	7,308.08
Communication & Scheduling	6015 · Community Engagement	1,897.06	1,357.88	539.18	1	1,897.06	1
Communication & Scheduling	6025 · Project Manager	52,638.50	21,007.00	16,572.50	13,422.50	51,002.00	1,636.50
Communication & Scheduling	6025 • Project Assistant	7,276.82	3,215.00	437.40	2,572.50	6,224.90	1,051.92
Communication & Scheduling	6840 · Educational Materials & Signage	8,000.00	2,591.61	F	1,529.16	4,120.77	3,879.23
Design & Construction Management	6020 · Landscape Designer/Proj Mgr	99,308.49	34,310.00	48,030.00	12,870.00	95,210.00	4,098.49
Design & Construction Management	6035 · Registered Landscape Architect	98,591.35	31,545.00	46,410.00	15,900.00	93,855.00	4,736.35
Design & Construction Management	6885 · Travel and Mileage	2,445.05	805.00	1,140.05	354.93	2,299.98	145.07
	Column Total	648,445.99	163,337.83	323,945.83	133,936.19	621,219.85	27,226.14

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

From: Christopher, Steve (BWSR) < Steve. Christopher@state.mn.us >

Date: Mon, May 9, 2016 at 3:32 PM Subject: RE: Nokomis Project Scope

To: Laura Hurley < laura@metroblooms.org>

Cc: Brett Eidem <BEidem@minnehahacreek.org>, Darren Lochner <documenteddocum

Laura,

Moving forward with 12-13 alleys is just fine. I'm assuming that all of these are within the Nokomis subwatershed and we can expect the same level of treatment than would be accomplished through a more spread out implementation.

If outreach has been completed and interest exists in the alleys that you will not be able to extend funding to, I'd like to know if there is any intent by the City or Minnehaha Creek to capitalize on this. This seems like it would be a great opportunity for District cost share or their Master Water Stewards program.

Steve

From: laura.hurley76@gmail.com [laura.hurley76@gmail.com] on behalf of Laura Hurley [laura@metroblooms.org]

**Sent:** Monday, May 09, 2016 3:12 PM

**To:** Christopher, Steve (BWSR) **Subject:** Nokomis Project Scope

Hi Steve,

The spring alley installations around Lake Nokomis are underway. By the end of June we'll have 6 alleys total installed, which include 74 stormwater BMPs and an additional 19 native plantings. Our original goal was 30% participation/block (about 10 households) with 1 BMP/property. There's been a lot of interest in the project so while we're still getting about 30% participation/block, most properties are having 2-3 practices installed, rather than the 1 project/property that we estimated. Additionally, nearly everyone who has a site consultation moves forward with an installation. Not a bad problem to have as it significantly increases the amount of runoff we're able to capture/property and has a much greater visual impact.

The issue is that we have limited funding. At this rate we should reach our goal of 160-180 stormwater BMPs within 12-13 alleyways, rather than the 15 alleys that we planned for. What do you think of us doing fewer alleyways, as long as we're still reaching our BMP goal?

I spoke with Lois about this already and she gave me the approval to talk with you about it. Let me know what you think, thank you!

### Laura Scholl

Director of Environmental Projects

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