

LYON COUNTY BOARD OF COMMISSIONERS MEETING AGENDA
COMMISSIONER'S ROOM
LYON COUNTY GOVERNMENT CENTER
Tuesday, April 2, 2024 at 9:00 AM

1. Opening

Pledge of Allegiance

2. Approve Agenda

Conflict of Interest

Per Diems

3. Consent Agenda

1. Approve Consent Agenda

2. Minutes 3/19/24

3. Commissioner Warrants

4. Auditor Warrants

5. Per Diems

4. Resolutions/Contracts/Routine

5. Regular Agenda

5.1 Tracy Affordable Housing Project

Hear presentation on the Tracy affordable housing project and request from County housing funds.

5.2 Fair Board Update

Hear an update on the activities of the Lyon County Fair Board

5.3 Lyon County/Dayland Marsh-Water Control Structure Joint Powers Agreement

Request for the Drainage Authority to authorize the Administrator to sign the attached Joint Powers Agreement (Lyon County/Dayland Marsh-Water Control Structure)

[244896_Lyon Co_DaylandWMA_WCS.pdf](#)

5.4 Potential Land Purchase Process

Direct the Capital Committee to oversee the process.

5.5 Set a hearing date, time and location for the redetermination of benefits for:

Yellow Medicine Lyon JD 14

Lyon Yellow Medicine JD 12,16,24

Set a hearing date, time and location for the redetermination of benefits for:

Yellow Medicine Lyon JD 14 - Antony, Kling, Renneke, Crowley, Anderson

Lyon Yellow Medicine JD 12,16,24 -Anderson, Crowley, Drapper, Antony, Kling

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Lyon County Board of Commissioners. This document does not claim to be complete and is subject to change.

Barrier Fee: All Lyon County Board of Commissioners are accessible to the handicapped. Attempts will be made to accommodate any other individual need for special services. Please contact Loren Stomberg at 507-537-6980 early so necessary arrangements can be made.

Proposed hearing date: May 14, Time 1:30, Location Yellow Medicine County Government Center.

6. Board Reports

7. Adjournment

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LYON COUNTY
REQUEST FOR BOARD ACTION

Requested Board Date: 04/02/24	Item: Tracy Affordable Housing Project
Originating Department: Administration	Presenter: Jeff Carpenter, Valerie Quist & Tom Dobson

Board Action Requested:

Hear presentation on the Tracy affordable housing project and request from County housing funds.

Background:

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LYON COUNTY
REQUEST FOR BOARD ACTION

Requested Board Date: 04/02/24	Item: Fair Board Update
Originating Department: Administration	Presenter: Bob Richards

Board Action Requested:

Hear an update on the activities of the Lyon County Fair Board

Background:

N/A

LYON COUNTY
REQUEST FOR BOARD ACTION

Requested Board Date: 04/02/24	Item: Lyon County/Dayland Marsh-Water Control Structure Joint Powers Agreement
Originating Department: P&Z/SWCD	Presenter: John Biren will present

Board Action Requested:

Request for the Drainage Authority to authorize the Administrator to sign the attached Joint Powers Agreement (Lyon County/Dayland Marsh-Water Control Structure)

Background:

****DRAINAGE AUTHORITY**** A repair hearing for CD 14 was held on February 20, 2024. The Lyon County/Dayland Marsh-Water Control Structure was included in the repair report. The findings and order for the repair was adopted by the Drainage Authority at the conclusion of the hearing.

Supporting Documents:

[244896_Lyon Co_DaylandWMA_WCS.pdf](#)



State of Minnesota

Joint Powers Agreement

Lyon County/Dayland Marsh WMA-Water Control Structure

SWIFT Contract Number: 244896

This agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Lyon County ("County"), in its capacity as Drainage Authority under statutes chapter 103E for Lyon County Ditch 14 (CD14). The State and County may hereinafter be referred to individually as "Party, and collectively as the "Parties".

Recitals

1. Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. The County is pursuing a repair project on CD14 which will abandon a portion of CD14 through Dayland Marsh WMA and present an opportunity to install a new variable crest water control structure on Dayland Marsh located in Rock Lake Township, Section 12 (Project"). This Project would present mutual benefits and provide the County water storage on the upper reaches of CD14 and also allow the State to manage water levels on Dayland Marsh.
3. The outlet structure on Dayland Marsh is located within the right-of-way of County Road 63 within the boundary of Dayland Marsh WMA. The existing outlet culvert is a 24" smooth plastic pipe which outlets onto private land and into CD14 where it eventually dumps into the Cottonwood River.
4. This outlet will be replaced with a new water control structure per a final design plan from Bolton & Menk. This Project is intended to provide additional water storage along CD14 via restoration as well as allow for periodic water level management per an approved comprehensive management plan which will be used to improve water quality and aquatic habitat conditions on Dayland Marsh.
5. Parties to this agreement believe this Project will benefit Dayland Marsh WMA, the surrounding community, and the State.
6. The State and County wish to establish the authority and responsibility for long-term operation and maintenance of the Project and implement the Dayland Marsh Management Plan.

Agreement

1. Term of Agreement

- 1.1 **Effective Date:** Upon execution, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 **Expiration Date:** July 1, 2074, or upon mutual agreement by both parties, this Agreement may be extended by a written amendment.
- 1.3 **Reversion:** Upon expiration of this Agreement, or upon termination of this Agreement by the State, the Project shall revert to the County to be administered and maintained as part of CD14. The Parties agree that upon reversion, the County will maintain the structure and the runout of 1482.5 (NAVD 88)

as part of the drainage system and will not perform drawdowns or manipulations of the structure to any other elevation unless otherwise agreed upon mutually.

2. Agreement between the Parties

2.1 State's Responsibilities: The State shall:

- a. Provide the County with up to \$65,000.00 in funding to install the new water control structure on Dayland Marsh as designed by Bolton & Menk. The design plan is attached and incorporated into this Agreement as **Exhibit A**.
- b. Help the County obtain all necessary permits and approvals for installing the new water control structure on Dayland Marsh.
- c. Operate and provide routine maintenance of the water control structure on Dayland Marsh including cleaning vegetation and debris from the outlet area to maintain proper function of the structure and to help facilitate drawdown through the end of this Agreement.
- d. Operate the water control structure in accordance with the most current approved Dayland Marsh Management Plan. The Dayland Marsh Management Plan is attached and incorporated into this Agreement as **Exhibit B**.
- e. Periodically review the Dayland Marsh Management Plan in coordination with the County to determine its effectiveness and revise the plan, if necessary, as mutually agreed upon through a duly executed amendment.
- f. Provide the County with 10 days' written notice prior to any drawdown activities. Email notice to the County Ditch Inspector or the County's Authorized Representative is acceptable.

2.2 County's Responsibilities: The County shall:

- a. Construct the Project as designed in Exhibit A. The construction of the Project must be completed by June 15, 2025.
- b. The new water control structure will maintain an outlet elevation of 1482.5 (NAVD 88) during normal operation.
- c. Own the outlet structure on Dayland Marsh as part of CD14 and provide capital maintenance of the Project including major repairs or replacement as needed to maintain a pool elevation of 1482.5 (NAVD 88).
- d. Obtain all necessary permits and approvals for the Project, including flowage rights, to build and operate the water control structure on Dayland Marsh.
- e. Allow the State and/or its agents to access, operate, maintain, and repair the water control structure as agreed upon and owned by the County as part of CD14.
- f. Upon proper proceedings, findings, and an order pursuant to Minnesota Statutes § 103E.401, grant the State or its agents the right to operate, maintain, and repair the Project.
- g. Maintain CD14 immediately downstream of the water control structure to provide opportunities for active management and water level drawdown.

2.3 Joint Responsibilities:

- a. Both the State and County shall have the right of free access to inspect the structure at any time without notice while this contract is in effect.
- b. Both the State and County shall inspect the water control structure at least annually and after major storms or unusual occurrences or conditions. The inspections are to ensure proper functioning and check for possible damage or deterioration. Inspections may be performed separately or jointly.
- c. Only an authorized agent or employee of the State or an authorized agent or employees of the County may make any alterations to the water control structure. Both the State and the County must agree to any such alterations.

3. Payment

3.1 The State will contribute up to \$65,000.00 to the County for the installation of a new water control structure on Dayland Marsh as designed by Bolton & Menk. An invoice for the Project must be submitted within 30 days after the construction of the Project is complete, but no later than June 1, 2025. Payment will be made upon final Project inspection and approval by the State. State funding for this Project is available through June 30, 2025. The County must present itemized invoices and receipts, clearly documenting expenses, to the State's Authorized Representative for final approval and payment.

3.2 The total obligation of the State under this agreement will not exceed \$65,000.00.

4. Authorized Representatives

The State's Authorized Representative is Dave Trauba, david.trauba@state.mn.us, Regional Wildlife Manager, 21371 State Highway 15, New Ulm, MN 56073, 507-233-1229, or their successor.

The State's Authorized Project Manager is Wendy Krueger, DNR Area Wildlife Manager, 2716 290th St., Marshall, MN 56258, 507-706-6174, wendy.krueger@state.mn.us, or their successor.

The County's Authorized Representative is John Biren, Drainage Inspector, 1424 East College Drive Ste 600, Marshall, MN 56258, 507-532-8207 Ext. 3, johnbiren@co.lyon.mn.us, or their successor.

If an Authorized Representative changes at any time during this agreement, the Party shall notify the other Party.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 **Assignment.** The County may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 **Contract Complete.** This Agreement contains all negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the County, the County's reseller, any third party that has a business relationship with the County, or the County's agents or employees, and to the fullest extent

permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

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

If the County receives a request to release the data referred to in this clause, the County must immediately notify and consult with the State's Authorized Representative as to how the County should respond to the request. The County's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the County may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other Party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. Invasive Species Requirements

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species when working on or entering into land under the control of the State, or during State-funded work. All parties involved in the Project shall prevent invasive species from entering into or spreading within the Project site by cleaning equipment vehicles, gear, and/or clothing prior to arriving at the Project site and after completion of the Project.

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 operator- furnished tools or equipment (brush/broom, compressed air or pressure washer) at the staging area. The operator shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Wildlife Area 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 operator shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., 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.

12. Pollinator Habitat Enhancement

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 on the DNR's website under [MN Pollinator Resources](#).

1. State Encumbrance Verification

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

Print Name: Jodi Wendorf

Signature: _____

Title: Accounting Director Date: _____

SWIFT Contract No. 244896 / PO 3000248923

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: David Olfelt

Signature: _____

Title: Division Director Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

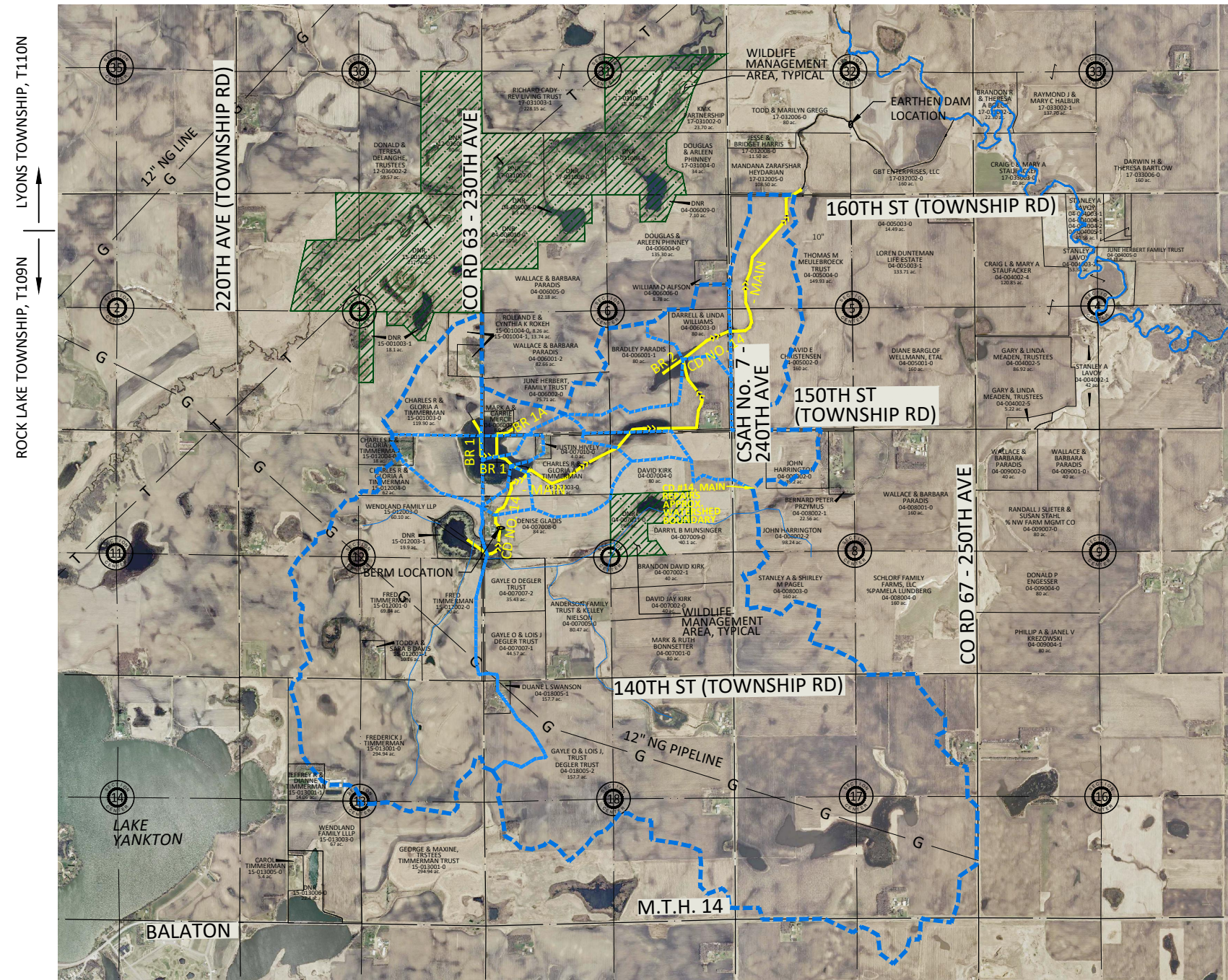
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Exhibit A

CONSTRUCTION PLANS FOR COUNTY DITCH No. 14 - MAIN, BR 1, BR 1A & BR2 REPAIRS LYON COUNTY, MINNESOTA

TILE AND INTAKE REPAIR, GRADING
FEBRUARY, 2023

ROCK LAKE TOWNSHIP, R42W SODUS TOWNSHIP, R41W



SHEET INDEX

SHEET NO.	GENERAL
GO.01 - GO.02	TITLE, LEGEND & NOTES
C1.01	TABLES, DETAILS & PHASING
C1.02	DETAILS - DRAIN TILE
C1.03	DETAILS - EROSION CONTROL
C1.04	DETAILS - EARTHEN DAM
C2.01	DETAILS - OCS DAYLAND WMA
C2.02	EROSION CONTROL PLANS
C2.03	PROJECT INFORMATION PLAN
C2.04-C2.07	NARRATIVE
C3.01-C3.05	OVERALL SITE MAP & SOIL MAP
C3.06	SWPPP SITE PLAN
C5.01-C5.06	GRADING PLAN
C5.07	EARTHEN DAM
C5.08	BERM
C6.01	STORM PLAN & PROFILES
C6.02	CD 14 - MAIN TILE
	BRANCH 1 TILE
	BRANCH 1A AND BRANCH 2
	COUNTY ROAD 63 RAISE
	PLAN & PROFILE
	CROSS SECTIONS

THIS PLAN SET CONTAINS 27 SHEETS.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."



PLAN REVISIONS		
REV	ISSUED FOR	DATE

PROJECT DATUM: LYON CO COORDINATES
HORIZONTAL: LYON CO - NAD83 (2011)
VERTICAL: NAVD88

- LEGEND**
- ▬▬▬▬ WATERSHED BOUNDARY
 - ▬ JD No 15 OPEN DITCH
 - ▬▬▬▬ IMPAIRED/PROTECTED WATERS
 - ▬▬▬▬ PROPOSED TILE IMPROVEMENTS
 - ▬▬▬▬ LATERAL IDENTIFIER
 - ▬ EXISTING TILE 10"
 - ▬ PROPOSED TILE 24"
 - NWI WETLAND

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Shaun P. Luker
SHAUN P. LUKER, P.E.
LIC. NO. 48756 DATE 02/07/2023

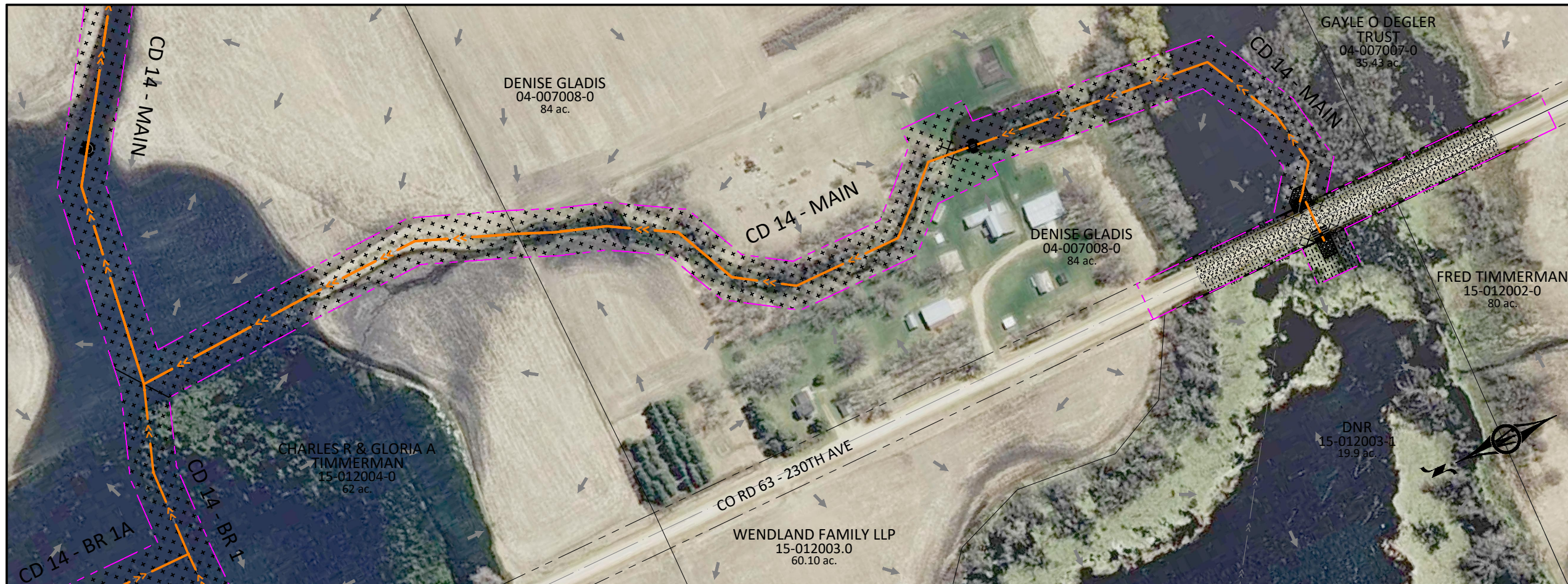


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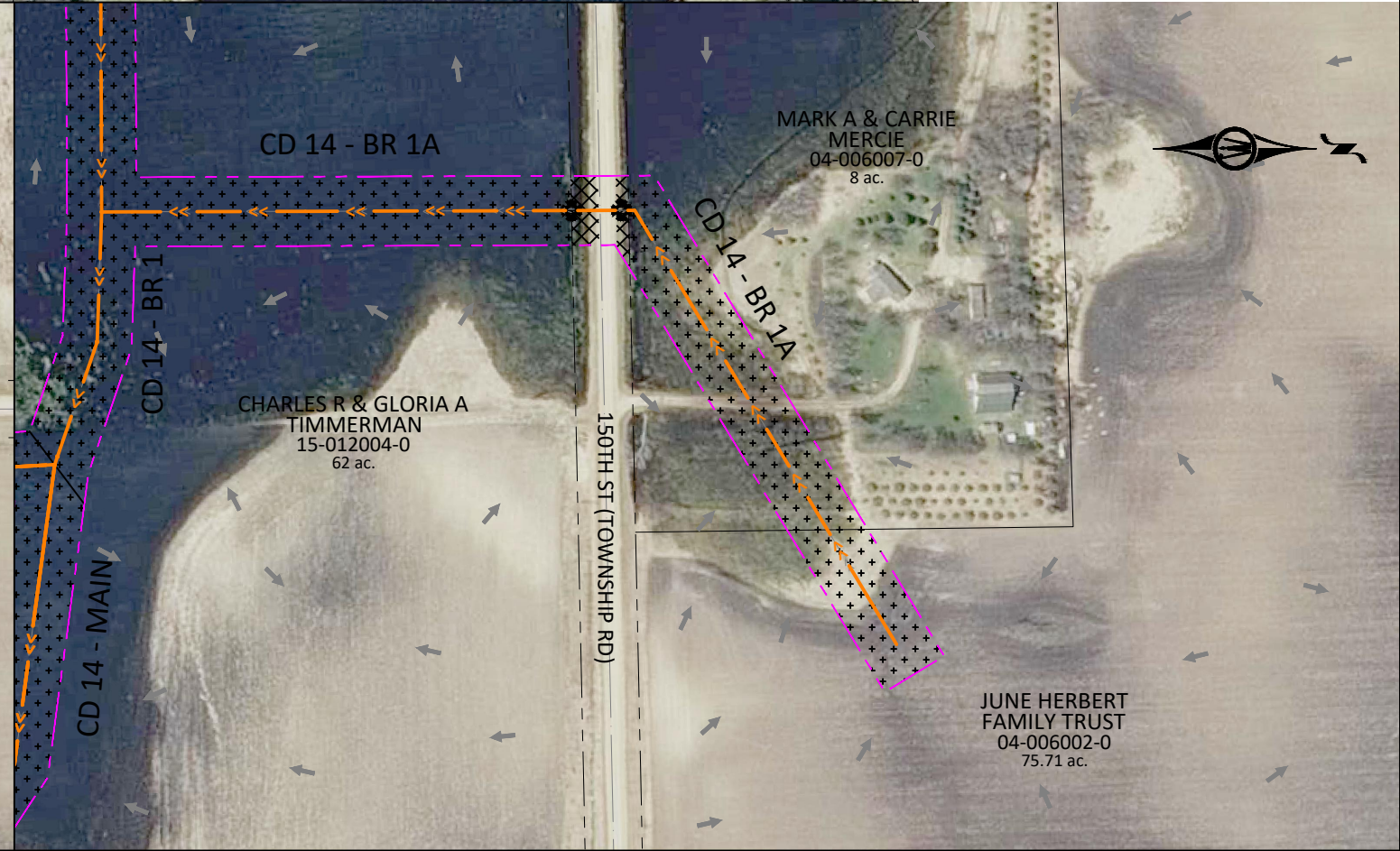
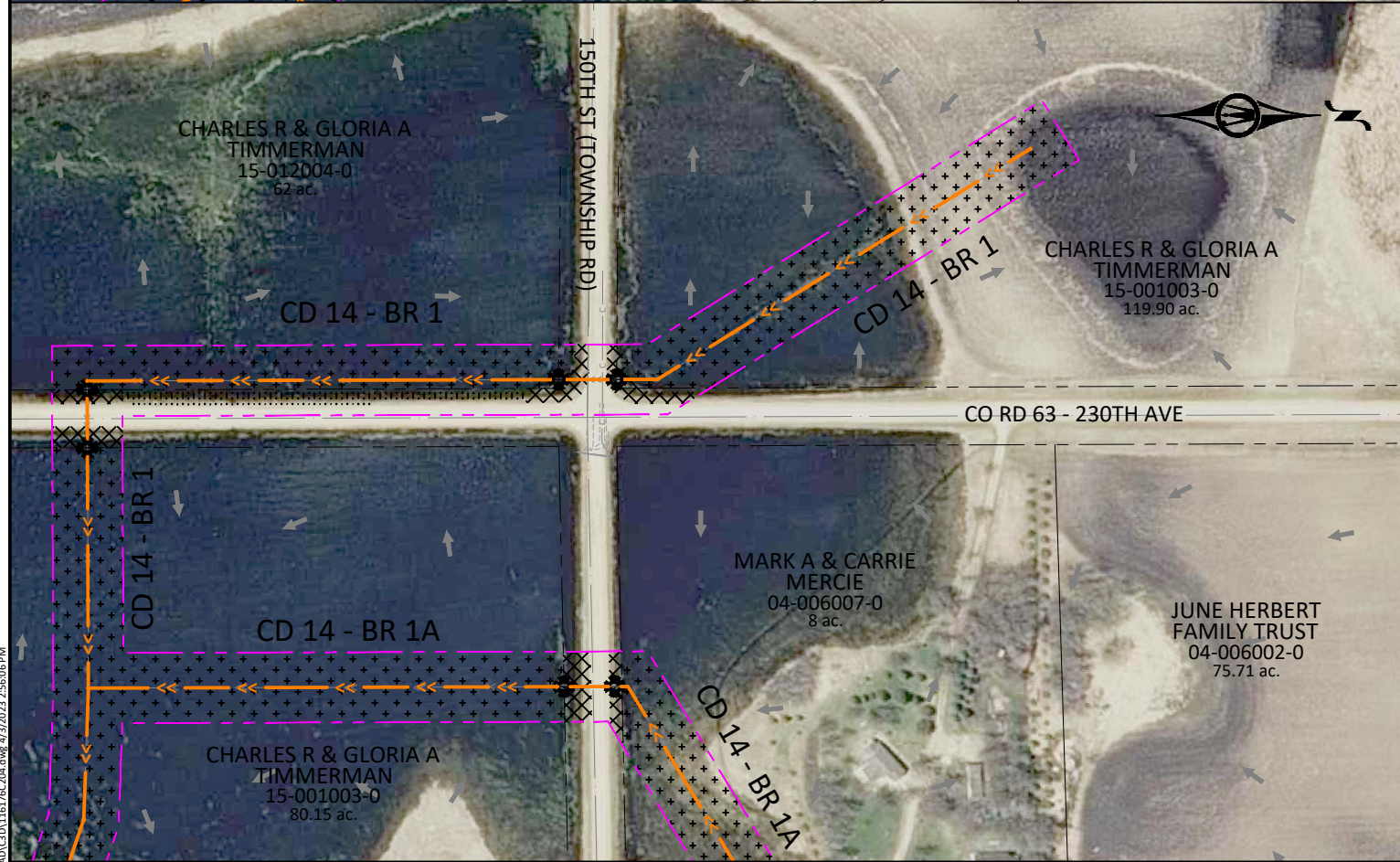
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LYON COUNTY, MINNESOTA
COUNTY DITCH No. 14 - MAIN, BR 1, BR 1A & BR2 REPAIRS
TITLE SHEET

SHEET
GO.01
12



EROSION CONTROL LEGEND	
	MS MACHINE SLICED SILT FENCE
	RIP RAP
	INLET PROTECTION
	DITCH CHECK - BIOLOG
	DITCH CHECK - ROCK
	CULVERT / PIPE PROTECTION
	EXISTING/PROPOSED DRAINAGE FLOW
	MULCH TYPE 1
	RAPID STABILIZATION METHOD 3 HYDROMULCH
	RAPID STABILIZATION METHOD 4 BLANKET CATEGORY 3
	STABILIZED CONSTRUCTION EXIT
	PROPOSED TILE
	EXISTING TILE



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Exhibit A

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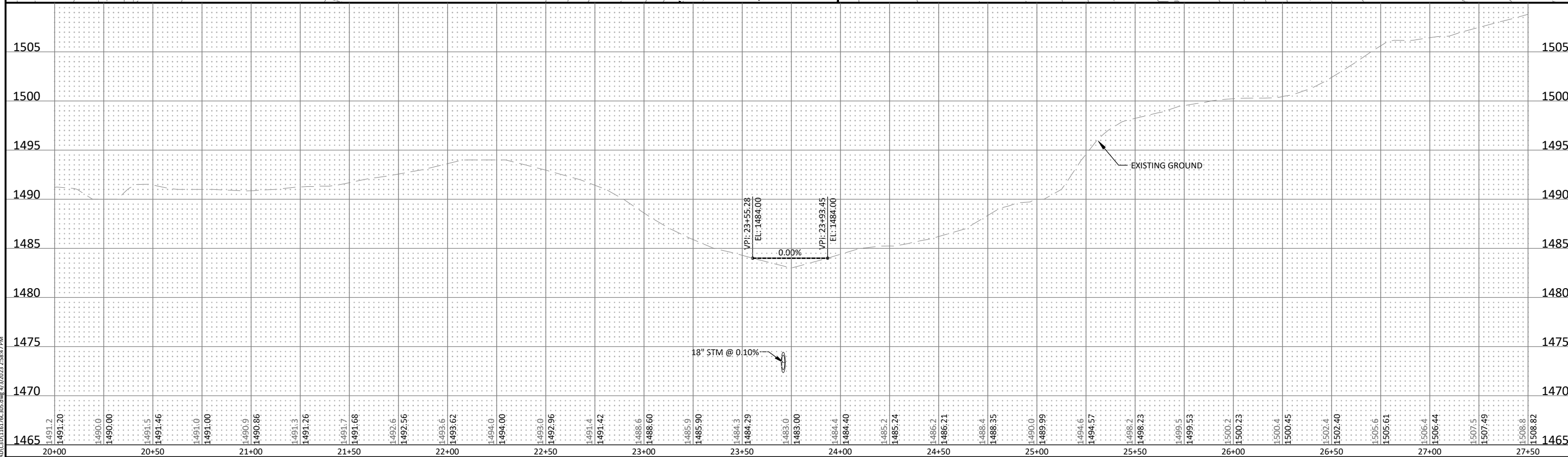
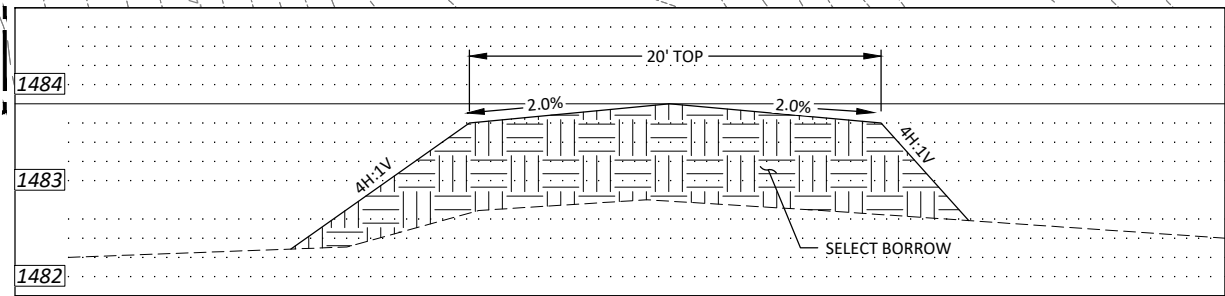
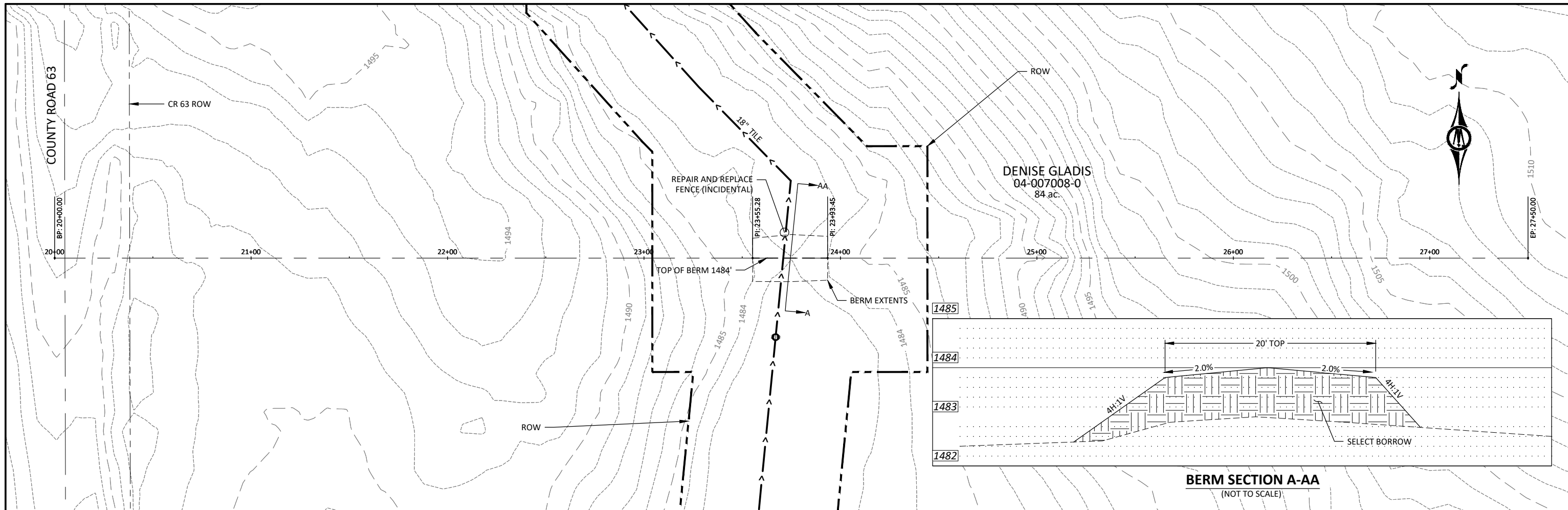
 SHAUN P. LUKER, P.E.
 LIC. NO. 48756 DATE 02/07/2023



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 SLEEPY EYE, MINNESOTA 56085
 Phone: (507) 794-5541
 Email: SleepyEye@bolton-menk.com
 www.bolton-menk.com

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LYON COUNTY, MINNESOTA
 COUNTY DITCH No. 14 - MAIN, BR 1, BR 1A & BR2 REPAIRS
 STORMWATER POLLUTION PREVENTION PLAN
 EROSION CONTROL PLAN-CD 14 MAIN, ROAD RAISE, BR 1, BR 1A



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Shawn P. Luker
 Shaun P. Luker
 LIC. NO. 48756 DATE 01/30/2023



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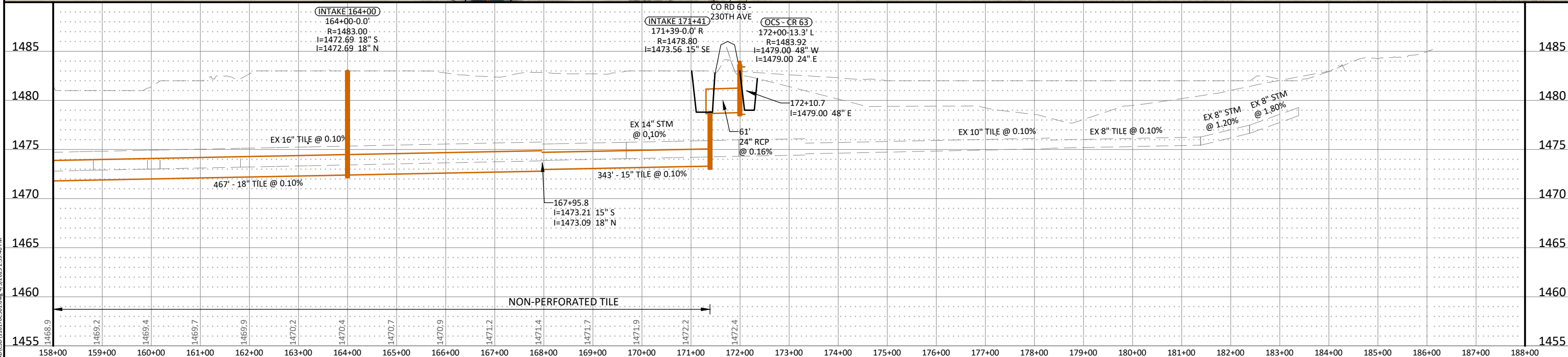
RENNVILLE, MINNESOTA
 COUNTY DITCH 63 BRANCH N IMPROVEMENTS
 GRADING PLAN - BERM
 PLAN & PROFILE

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Exhibit A

NOTE: THE PROPOSED TILE SHALL FOLLOW EXISTING ALIGNMENT (REPLACING IT) UNLESS OTHERWISE NOTED. CONNECT PRIVATE TILES TO NEW PIPE.



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Shaun P. Luker
SHAUN P. LUKER, P.E.
LIC. NO. 48756 DATE 02/07/2023



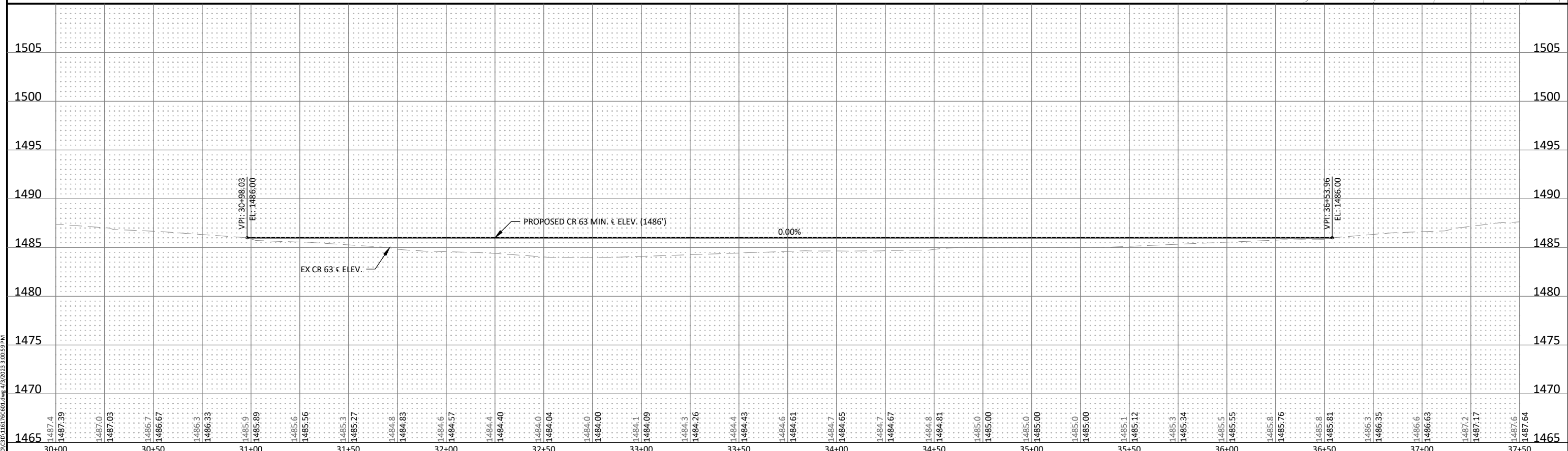
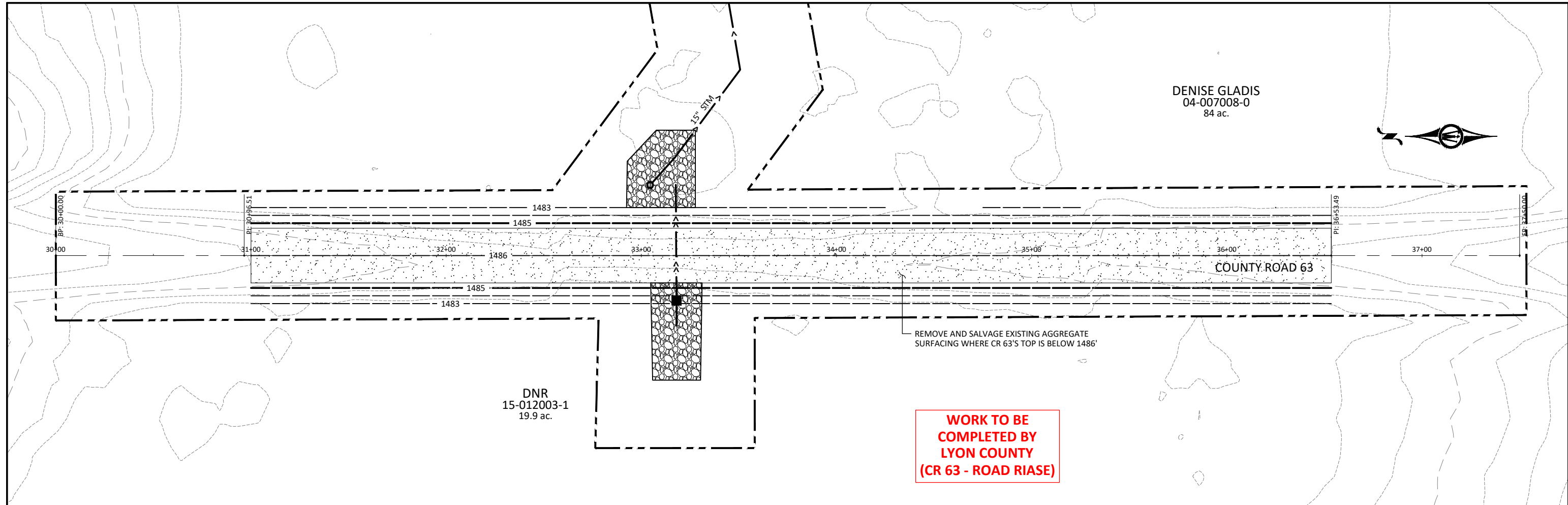
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LYON COUNTY, MINNESOTA
COUNTY DITCH No. 14 - MAIN, BR 1, BR 1A & BR2 REPAIRS
STORM PLAN & PROFILE - COUNTY DITCH NO. 14 - MAIN
STA 141+00 - STA 154+00

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DENISE GLADIS
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Shaun P. Luker
SHAUN P. LUKER, P.E.
LIC. NO. 48756 DATE 02/07/2023

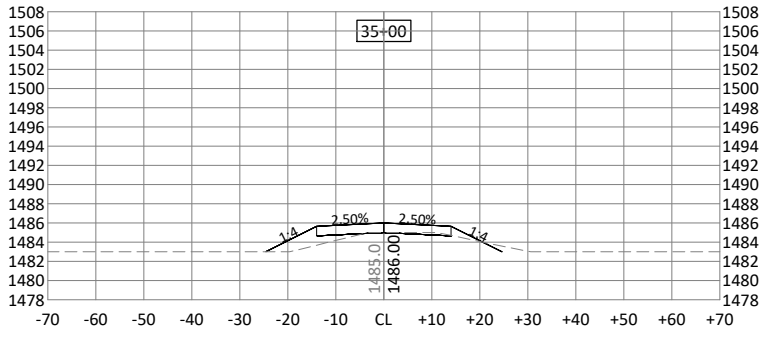
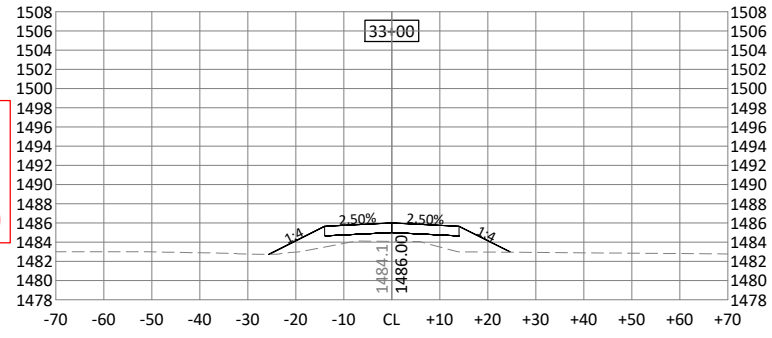
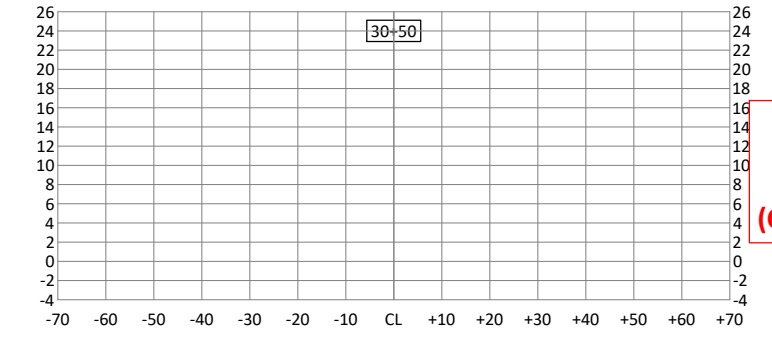
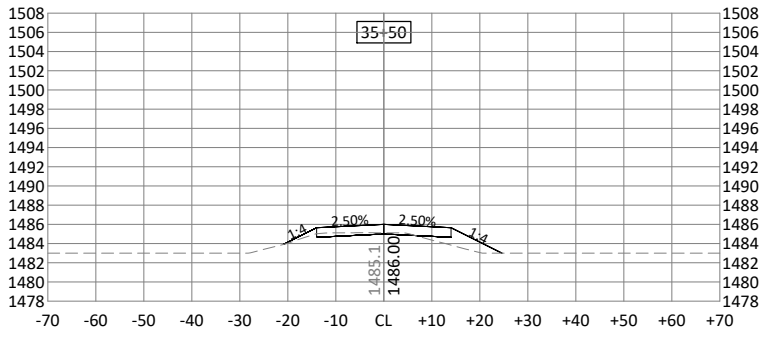
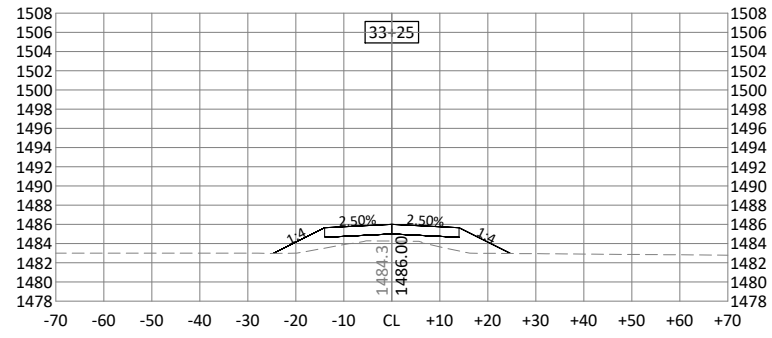
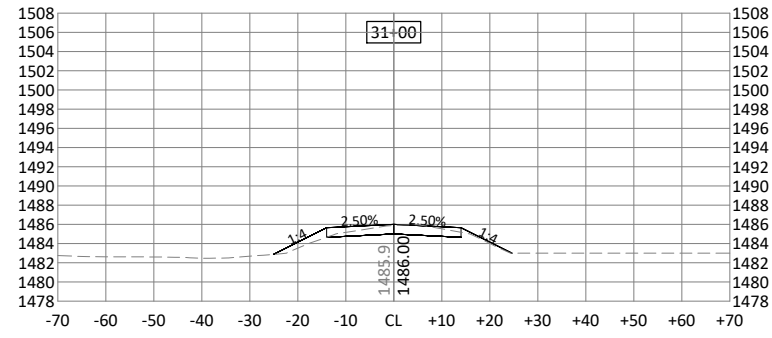
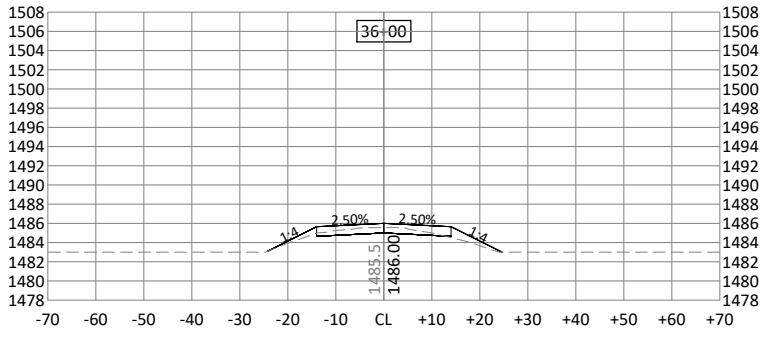
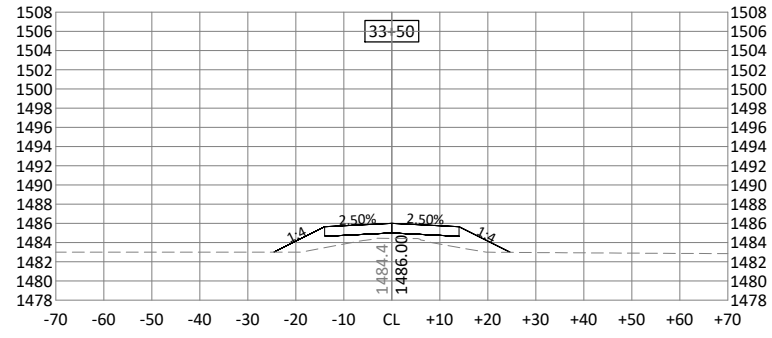
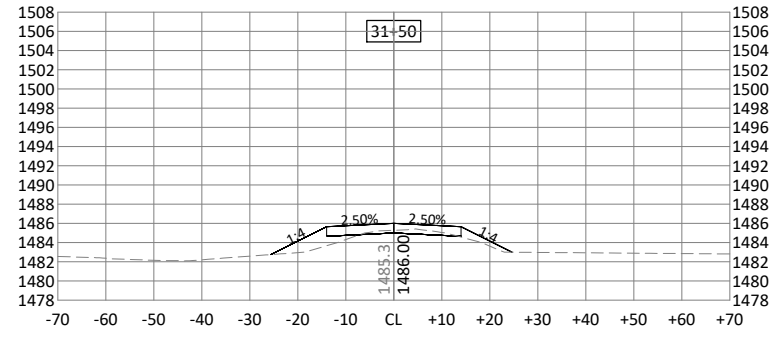
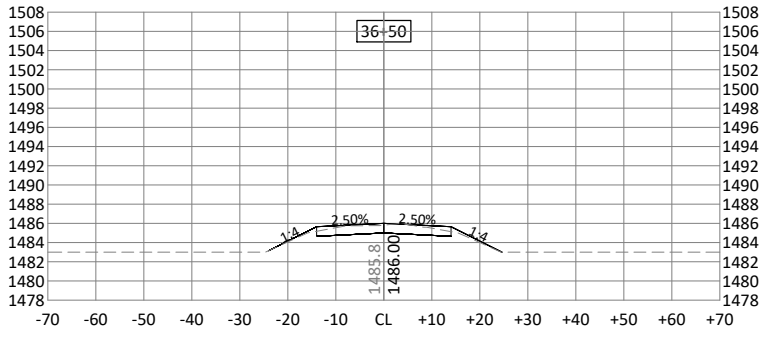
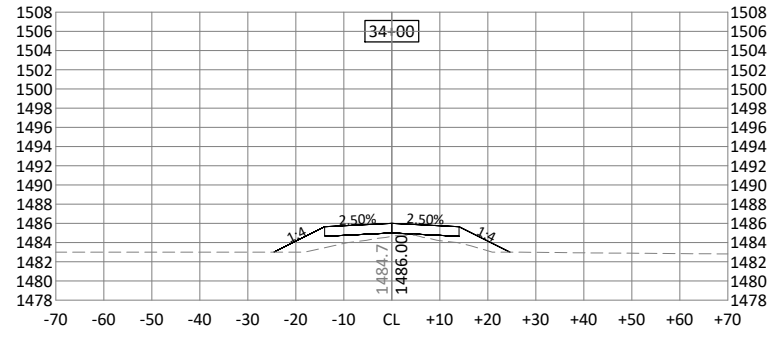
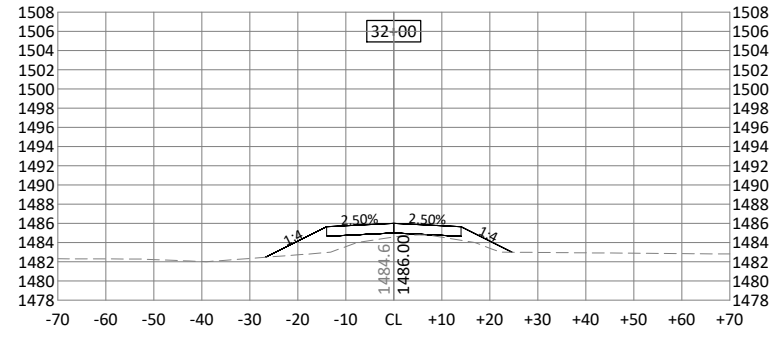
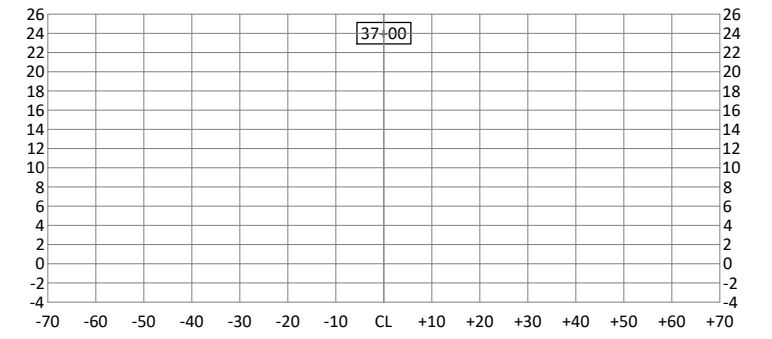
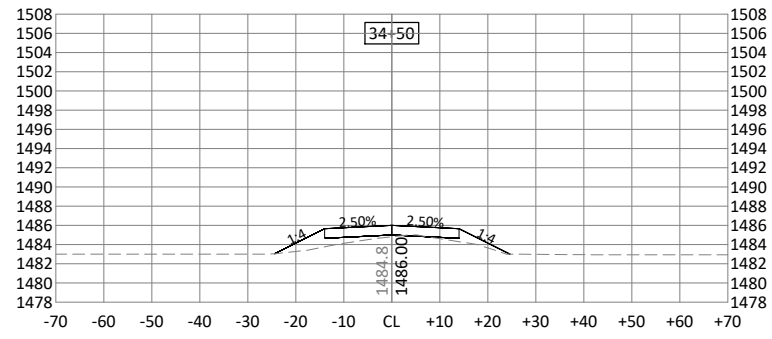
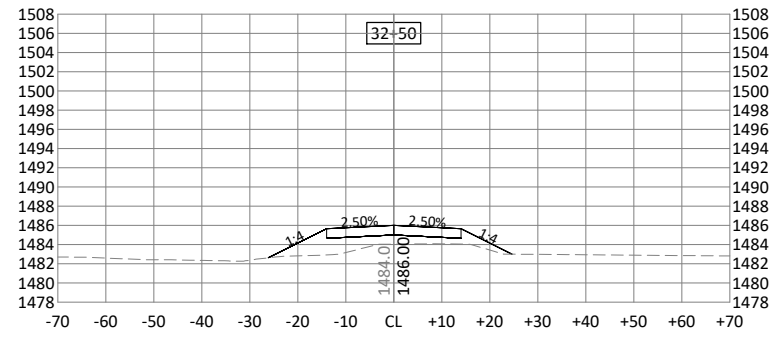


1243 CEDAR STREET NE
SLEEPY EYE, MINNESOTA 56085
Phone: (507) 794-5541
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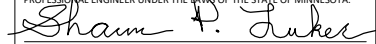
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LYON COUNTY, MINNESOTA
COUNTY DITCH No. 14 - MAIN, BR 1, BR 1A & BR2 REPAIRS
COUNTY ROAD 63
PLAN & PROFILE

SHEET
C6.01
17



**WORK TO BE
COMPLETED BY
LYON COUNTY
(CR 63 - ROAD RIASE)**

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED
 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED
 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

 SHAUN P. LUKER, P.E.
 LIC. NO. 48756 DATE 02/07/2023



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LYON COUNTY, MINNESOTA
 COUNTY DITCH No. 14 - MAIN, BR 1A, BR 1A & BR2 REPAIRS
COUNTY ROAD 63
 CROSS SECTIONS

Exhibit A

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Wetland Management Plan – Dayland Marsh

Basin Name: Dayland Marsh
County: Lyon
T109, R42, Sec. 12

General Information:

Size: ~12.0 acres

Depth: 3.0 to 5.0 feet

PUBLIC LAND ASSOCIATION: Dayland Marsh WMA

STRUCTURE LOCATION AND TYPE: A new water control structure will be installed as part of a CD14 repair project on Dayland Marsh. This structure will consist of a new concrete box, stop log assembly, and sloped end section with a trash rack. A new 24" RCP will extend underneath County Road 63 where water will flow downstream into CD14. DNR Wildlife is working with Lyon County and their consultant (Bolton & Menk) to develop a water control structure in 2023 (see map attached or design plans included with the Joint Powers Agreement).

Hydrologic Information:

County Road 63 elevation: 1486.0 (NAVD88)

Normal Managed pool elevation: 1482.5 (NAVD88)

Maximum drawdown elevation: 1479.0 (NAVD88)

Approximate wetland bottom: 1477.5 (NAVD88)

*The stop log bay will extend up to 1483.5 (NAVD88)

Primary Management Goal: Enhance Wildlife Habitat

Management Objective:

The objective for managing Dayland Marsh is to improve and maintain wildlife habitat and water quality conditions by increasing water clarity, stimulating the growth of diverse emergent and submerged native aquatic vegetation, and reducing populations of undesirable fish. This objective can be accomplished by utilizing the water control structure for timely temporary drawdowns. This management practice aims to mimic a short-term drought and the natural wet-dry cycle wetlands require for maximum biological production.

A new water control structure will give DNR managers the ability to enhance Dayland Marsh through active water level management. The project will also help store and attenuate water flows into CD14.

Management Actions:

ACTION 1: DESIGN AND CONSTRUCT A WATER CONTROL STRUCTURE ALLOWING FOR PERIODIC TEMPORARY DRAWDOWNS.

The DNR Section of Wildlife will work with Lyon County and the DNR Division of Ecological and Water Resources (EWR) to obtain all necessary permits to construct and manage this project.

The DNR Section of Wildlife and Lyon County will establish a Joint Powers Agreement (JPA) whereby parties will identify roles and responsibilities for the project. Lyon County will own the new water control structure as part of CD14 and the County will be responsible for all capital maintenance. The DNR Section of Wildlife will be responsible for routine maintenance, including all operation and management of the water control structure.

ACTION 2: AS CONDITIONS WARRANT, IMPLEMENT A TEMPORARY DRAWDOWN TO STIMULATE VEGETATIVE GROWTH AND REDUCE ROUGH FISH POPULATIONS.

A drawdown is the best management approach to reestablish emergent and submerged vegetation. During drawdown, bottom sediments are consolidated, organic material is broken down and plant growth is stimulated. Drawdown would likely begin in late summer/early fall (August) to avoid extensive hybrid cattail propagation, and to allow amphibians and reptiles sufficient time to leave the basin. Stop logs will be removed gradually to prevent downstream flooding and downstream capacity will be monitored regularly during active drawdown. Managed drawdowns would not occur for longer than two consecutive years. A full growing season drawdown of 1 year is the most likely scenario for Dayland Marsh to avoid hybrid cattail issues, etc. This approach could be expected every 4-6 years depending on habitat conditions. More frequent partial drawdowns of 1.0'-1.5' may be more conducive to maintaining wetland health and providing additional food resources for migrating waterfowl. Following drawdown, the basin will be re-flooded gradually, to avoid damaging the newly established aquatic vegetation and to maintain some downstream flow of water.

Another benefit of drawdown is the removal of undesirable fish. Abundant populations of carp, bullheads, and fathead minnows have negative effects on invertebrate populations, water clarity and the abundance of aquatic plants. Presence of these fish also increases the internal nutrient cycling in a basin leading to low water quality and clarity.

Management Triggers:

The decision to initiate future drawdown will be based on the condition of the basin, along with upstream and downstream water levels. Prior to and following drawdowns, the Section of Wildlife will monitor water clarity, plant abundance, plant diversity, fish presence and wildlife use. The frequency of drawdowns will be adjusted as needed and may be conducted when at least two of the following criteria are met:

- a) Secchi disk readings: if the average summer Secchi disk reading is less than 2.3 feet during mid-summer, June-September;
- b) Total Phosphorus levels exceed the MPCA state standards for impairment:90 ppb TP;
- c) Chlorophyll-a levels exceed the MPCA state standards for impairment:30 ppb Chl-a;
- d) Aquatic plants: submersed vegetation at less than 90% basin wide coverage using present day systematic point sample stations or emergent vegetation at less than 20% basin wide coverage;
- e) Aquatic plant species richness: at less than 5 species;
- f) Analysis of aerial photography and/or shallow lake surveys indicate turbid water and lack of quality wetland habitat;
- g) Presence of bullheads, common carp, or other undesirable fish species.

Special Considerations:

DNR Wildlife is responsible for the operation and maintenance of the water control structure and will install a water level gage directly upstream of the structure to monitor water levels (stipulated by M.R

6115.0221). Water level measurements will be recorded regularly during active water level drawdown and refill periods (weekly water level monitoring is advised). Water level measurements will also be recorded during non-management periods as possible. Water level readings will be submitted to the Area Hydrologist upon request.

Downstream water level conditions will be monitored prior to initiating a temporary drawdown, and the basin will not be drawn down when the downstream area is experiencing flooding or high water. Minnesota Rules (Chapter 6115.0221) do not allow drawdowns to adversely affect downstream resources. If the area is experiencing heavy rainfall or high flows, drawdown efforts will be slowed or stopped until downstream water levels return to pre-event conditions.

Managed drawdowns will not occur for longer than two consecutive years as defined in M.R. 6115.0271, Subp. C, item 4. Full drawdown is not anticipated to be used more frequently than every 4-6 years. A typical drawdown will begin in late summer (July/August) and extend into the following growing season, with full refill anticipated by the following spring.

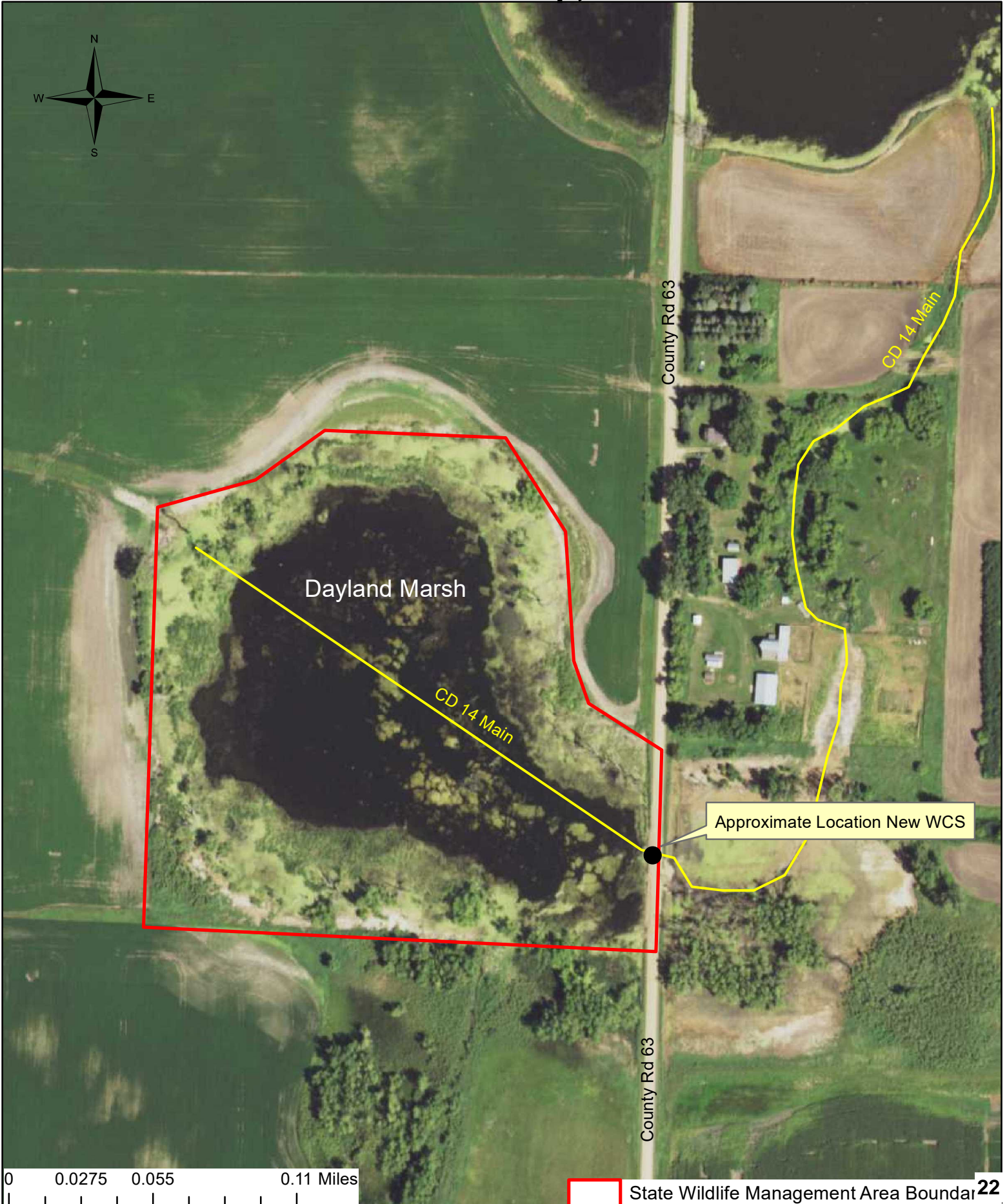
Future drawdowns will require notification from the Area Wildlife Manager to the Lyon County Ditch Inspector and the Area Hydrologist of the intent to initiate drawdown and to the extent of drawdown planned. This notification will be provided at least 10 days prior to any proposed drawdown.

Sign by Area Wildlife Manager:

Signature: _____

Date: _____

Dayland Marsh WMA Lyon County Rock Lake Township, Section 12



0 0.0275 0.055 0.11 Miles

State Wildlife Management Area Boundary 22

LYON COUNTY
REQUEST FOR BOARD ACTION

Requested Board Date: 04/02/24	Item: Potential Land Purchase Process
Originating Department: Environmental Office	Presenter: Schroeder

Board Action Requested:

Direct the Capital Committee to oversee the process.

Background:

The Environmental Administrator has been contacted by a landowner regarding the sale of land that land might be useful to the construction/demolition landfill. The landowner wishes to remaining anonymous at this time.

LYON COUNTY

REQUEST FOR BOARD ACTION

<p>Requested Board Date: 04/02/24</p>	<p>Item: Set a hearing date, time and location for the redetermination of benefits for:</p> <p>Yellow Medicine Lyon JD 14 Lyon Yellow Medicine JD 12,16,24</p>
<p>Originating Department: P&Z/SWCD</p>	<p>Presenter: John Biren will present</p>

Board Action Requested:

Set a hearing date, time and location for the redetermination of benefits for:
 Yellow Medicine Lyon JD 14 - Antony, Kling, Renneke, Crowley, Anderson
 Lyon Yellow Medicine JD 12,16,24 -Anderson, Crowley, Drapper, Antony, Kling

Proposed hearing date: May 14, Time 1:30, Location Yellow Medicine County Government Center.

Background:

****DRAINAGE AUTHORITY****