



April 14, 2016

Representatives
Pioneer-Sarah Creek Watershed
Management Commission
Hennepin County, Minnesota

*The meeting packet for this meeting
may be found on the Commission's website:
<http://pioneersarahcreek.org/pages/Meetings/>*

Dear Representatives:

A regular meeting of the Pioneer-Sarah Creek Watershed Management Commission will be held Thursday, April 21, 2016, at 6:00 p.m., at the Discovery Center, 5050 Independence Street, Maple Plain, MN. **PLEASE NOTE THIS CHANGE IN MEETING SITE AND TIME.**

A light supper will be served. **RSVPs are requested** so that the appropriate amount of food is available. At the time of your response, please let us know if you will be eating supper with us.

In order to ensure a quorum for this meeting, please telephone 763.553.1144 or email Beverly at blove@jass.biz to indicate if you or your Alternate will be attending. It is your responsibility to ascertain that your community will be represented at this meeting.

Regards,

Judie A. Anderson
Administrator
JAA:tim

cc: Alternates

Jim Kujawa, HCES

Joel Jamnik, Attorney

Rich Brasch, TRPD

City Clerks

Met Council

official newspapers

Diane Spector, Wenck Associates

MPCA

BWSR

DNR

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REGULAR MEETING AGENDA
April 21, 2016 • 6:00 pm
Maple Plain City Hall @ The Discovery Center
5050 Independence Street, Maple Plain (*note new location*)

*The meeting packet can be found on the Commission's website:
<http://pioneersarahcreek.org/pages/Meetings/>*

1. Call to Order.
2. Approve Agenda.*
3. Consent Agenda.
 - a. March regular meeting minutes.*
 - b. Monthly Claims/Treasurers Report.*
4. Action Items.
 - a. Accept 2015 Audit Report.*
 - b. Accept 2015 Annual Activity Report.*
 - c. Request for Increased Cost Share for 2016 Lake /Sarah CLPW Treatment.*
 - 1) JPA between TRPD and PSC.*
 - 2) Lake Sarah Report Card.*
 - d. Approve Greenfield Stormwater Grant Application.*
5. Open Forum.
6. Old Business.
 - a. Draft CIP Process Policy.*
 - b. Baker Park Gully Project Agreements.*
 - c. BWSR Biennial Budget Request (BBR).*
 - d. Greenfield manure management ordinance suggested amendment.*
 - e. Draft agenda for third Community Conversation.*
7. New Business.
 - a. 2017 Budget - discussion.
8. Staff Report.*
9. Education.
10. Communications.
 - a. L_Shriners Project.*
11. Commissioner Reports.
12. Other Business.
 - a. 2015-2017 CIPs. (see below)
 - b. Appointments have been received from Greenfield, Independence, Maple Plain, Medina and Minnetrista.
13. Adjournment. (*Next meeting-April 21, 2016 at 6:00 pm, Maple Plain*)

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Year	Project	Project Name	Est Cost	Actual Cost	Est Comm Share	Actual Comm. Share	Notes
2014-2015	ME-1	Lake Ardmore infiltration basin	67,826		3,470.10		\$33,125 MPCA grant
	IN-1	Lake Sarah curlyleaf pondweed treatment	40,000		4,000	5,332.52	
	IN-2	Hydrologic restoration: HR 67	200,000		20,000		
		Hydrologic restoration: HR 68					
		Hydrologic restoration: HR 29					
		Hydrologic restoration: HR 33					
	ME-2	Lake Independence curlyleaf pondweed treatment	122,000		12,200		No request in 2015
2016	GR-3	Dance Hall Creek BMPs	200,000		10,000		
	GR-4	Feedlot improvements: Dance Hall Creek	35,000		1,750		
	GR-9	Buffer strips: Dance Hall Creek	35,000		1,750		
	GR-11	Control carp population: Lake Sarah	10,000		500		
	GR-11	Control carp population: other lakes	10,000		500		
	IN-3	Lake Sarah curlyleaf pondweed treatment	32,000		3,200		
	IN-4	Gully restorations: GS50 (design)	120,000		12,000		Study \$20,638; Comm share = \$5,159.50
	ME-4	Lake Ardmore neighborhood projects	80,000		8,000		
2017	IN-5	Lake Sarah curlyleaf pondweed treatment	26,000		2,600		
	IN-7	Raingardens in targeted areas	75,000		7,500		
	IN-9	Shoreline restoration – Sarah and Independence	125,000		12,500		
	GR-4	Feedlot improvements: Dance Hall Creek	35,000		1,750		
	GR-9	Buffer strips: Dance Hall Creek	35,000		1,750		
SPECIAL STUDIES							
2015	MP-4	Ravine study	3,000		300		
2015	ME-3	Lake Independence Subwatershed Assessment	15,000		1,500		
2018	GR-1	Subw Assess-Hafften, Schendel, Schwauppau	20,000		1,000		
No Year Assigned							
	CIP-7	Lindgren Lane Pond	100,000		10,000		
	CIP-8	Koch's/Mill's Creek Inlet Ponds (now HR 97 and 29)	200,000		20,000		
	CIP-11	Manure Management Cost-Share Projects	250,000		25,000		
	LO-1	Chippewa Road Drainage	21,000		2,100		
	LO-2	Creekview Road Drainage	21,000		2,100		
	LO-3	Retention Pond mapping and cleanup	10,000		1,000		
	LO-4	Ditch Cleaning at Ballpark	10,000		1,000		
	LO-5	Sediment Pond Cleanout	25,000		2,500		
	LO-6	Sediment Pond Cleanout	80,000		8,000		
	MP-1	Drainageway Cleaning –E of Budd	55,000		5,500		
	MP-2	Rock checks, Main St Ravine	23,700		2,370		
	MP-3	Washout, Main St Ravine	8,000		800		
	MP-5	North Ravine Cleanup	286,000		28,600		



Pioneer-Sarah Creek Watershed Management Commission

ADMINISTRATIVE OFFICE: 3235 Fernbrook Lane N • Plymouth, MN 55447
 763.553.1144 • Fax: 763.553.9326 • judie@jass.biz • www.pioneersarahcreek.org

Project	Project Name	Total Cost	Comm Share	2014	2015	2016	2017
ME-1	Lake Ardmore infiltration basin	30,000	3,000	3,000			
IN-1	Lake Sarah curlyleaf pondweed treatment	40,000	4,000		4,000		
IN-2	Hydrologic restoration: HR 67	200,000	20,000		20,000		
	Hydrologic restoration: HR 68						
	Hydrologic restoration: HR 29						
	Hydrologic restoration: HR 33						
ME-2	Lake Independence curlyleaf pondweed treatment	122,000	12,200		12,200		
GR-3	Dance Hall Creek BMPs	200,000	10,000			10,000	
GR-4	Feedlot improvements: Dance Hall Creek	35,000	1,750			1,750	
GR-9	Buffer strips: Dance Hall Creek	35,000	1,750			1,750	
GR-11	Control carp population: Lake Sarah	10,000	500			500	
GR-11	Control carp population: other lakes	10,000	500			500	
IN-3	Lake Sarah curlyleaf pondweed treatment	32,000	3,200			3,200	
IN-4	Gully restorations: GS50 (design)	120,000	12,000			5,160	
ME-4	Lake Ardmore neighborhood projects	80,000	8,000			8,000	
IN-5	Lake Sarah curlyleaf pondweed treatment	26,000	2,600				2,600
IN-7	Raingardens in targeted areas	75,000	7,500				7,500
IN-9	Shoreline restoration – Sarah and Independence	125,000	12,500				12,500
GR-4	Feedlot improvements: Dance Hall Creek	35,000	1,750				1,750
GR-9	Buffer strips: Dance Hall Creek	35,000	1,750				1,750
MP-4	Ravine study	3,000	300				
ME-3	Lake Independence Subwatershed Assessment	15,000	1,500				
GR-1	Subw Assess-Hafften, Schendel, Schwauppau	20,000	1,000				
CIP-7	Lindgren Lane Pond	100,000	10,000				
CIP-8	Koch's/Mill's Creek Inlet Ponds (now HR 97 and 29)	200,000	20,000				
CIP-11	Manure Management Cost-Share Projects	250,000	25,000				
LO-1	Chippewa Road Drainage	21,000	2,100				
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LO-3	Retention Pond mapping and cleanup	10,000	1,000				
LO-4	Ditch Cleaning at Ballpark	10,000	1,000				
LO-5	Sediment Pond Cleanout	25,000	2,500				
LO-6	Sediment Pond Cleanout	80,000	8,000				
MP-1	Drainageway Cleaning –E of Budd	55,000	5,500				
MP-2	Rock checks, Main St Ravine	23,700	2,370				
MP-3	Washout, Main St Ravine	8,000	800				
MP-5	North Ravine Cleanup	286,000	28,600				
				3,000	36,200	30,860	26,100

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REGULAR MEETING MINUTES
March 17, 2016

1. CALL TO ORDER. A regular meeting of the Pioneer-Sarah Creek Watershed Management Commission was called to order at 6:00 p.m., Thursday, March 17, 2016, by Chair Mike DeLuca at Maple Plain City Hall, 5050 Independence Street, Maple Plain, MN.

Present: Tom Cook, Greenfield; Joe Baker, Independence; Mike DeLuca, Maple Plain; Mike McLaughlin, Medina; Pam Mortenson, Minnetrista; James Kujawa, Hennepin County Environment and Energy (HCEE); Rich Brasch, Three Rivers Park District (TRPD); and Amy Juntunen, JASS.

Also present: Scott Johnson, Medina; and Rachel Olmanson, Minnesota Pollution Control Agency (MPCA).

2. AGENDA.* CAMP monitoring was added as item 7.c. Motion by McLaughlin, second by Baker to approve the agenda with the addition noted. *Motion carried unanimously.*

3. CONSENT AGENDA. Motion by Cook, second by McLaughlin to approve the Consent Agenda. *Motion carried unanimously.*

a. **February 18, 2016 Meeting Minutes.**

b. **Monthly Claims/Treasurer's Report.*** Claims totaling \$3,298.19.

4. ACTION ITEMS.

5. OPEN FORUM.

6. OLD BUSINESS.

a. **Non-production Siting and Manure Management Ordinance.** Greenfield discussed the ordinance at their Council meeting last Tuesday. One concern with adopting Medina's ordinance is the setbacks from property lines. Medina has a 10 acre minimum for rural residential lots. Greenfield's minimum lot size is 2.5 acres. Cook will provide a copy of Greenfield's proposed ordinance for the April meeting. Johnson noted that he would not be in attendance at the April meeting, but would be happy to review and comment on a proposed ordinance.

7. NEW BUSINESS.

a. **Wellhead Protection Areas.*** A map identifying sensitive areas for infiltration/bio-filtration was provided.

b. **BWSR Biennial Budget Request (BBR).*** Staff will complete the BBR using CIPs identified in the Third Generation Plan. The report will be included in the April meeting packet.

c. **CAMP Lake Monitoring.** The 2016 budget allows for two lakes to be monitored through Met Council's Citizen Assisted Monitoring Program (CAMP). Ox Yoke, Hafften, Schendel, Schwappauf, and Haughey Lakes were suggested. Commissioners were requested to identify volunteers to monitor any of these lakes.

8. STAFF REPORT.*

Budget discussions will begin at the April meeting.

The **Lake Ardmore subwatershed assessment** will be finalized in April. The Medina City Council will act on it at their April 19 Council meeting.

Hennepin County has been approved to hire a **rural ag conservationist**.

The **Baker Campground Ravine Cooperative Agreement** will be signed by the TRPD Board at its April

Greenfield • Independence • Loretto • Maple Plain • Medina • Minnetrista

*Included in meeting packet.

meeting. A copy of the signed Agreement will be included in the April meeting packet.

Shriners Horsemen are applying for a **CUP amendment** to allow more animals to be housed at their facility. The *Manure Management in Sensitive Areas* booklet from MPCA promotes soil testing in manure application areas to guide the application process. Kujawa noted that he could perform the soil sampling and TRPD will pay for testing in the first year. Motion by McLaughlin, second by Baker to direct Staff to write a letter to the City of Independence in support of requiring soil testing to be completed each year prior to spreading manure as part of the CUP. *Motion carried unanimously.*

9. WATERSHED-WIDE TMDL.

a. A **Technical Stakeholders Group** meeting was held on March 2, 2016 at Independence City Hall to present the WRAPS report. Representatives from every city were in attendance. Potential projects, such as treating the internal loading at South Whaletail Lake, are already being identified. These projects were not on the CIP because the data was not available at the time.

Concern was expressed regarding some of the modeling due to general assumptions based on guesstimates of livestock populations and percentages of septic system failures from a neighboring county. Olmanson noted that even with that modeling, the WRAPS is more robust than past TMDL studies. The sediment cores provide necessary information to estimate internal loading. If the member cities could provide MPCA with information from their septic inspections more accurate data could be used. Continued monitoring of streams would also be helpful.

Cook expressed concern with coordinating activity between the Pioneer-Sarah Creek WRAPS and the North Fork Crow WRAPS that included Hafften Lake. It was suggested that items affecting Greenfield in the North Fork Crow WRAPS be incorporated into the Pioneer-Sarah Creek WRAPS and possibly invite their project manager to a Commission meeting. It might also be helpful for Steve Christopher from BWSR to give an update on the One Watershed, One Plan process.

b. A **strategy meeting** for the third Community Conversation has been scheduled for Monday, March 21, 2016 at 6:00 p.m. at Independence City Hall. Olmanson and Staff will facilitate the strategy meeting.

10. EDUCATION.

A copy of the **WMWA 2015 Annual Report*** was provided.

11. COMMUNICATIONS.

Freshwater Society 6th Annual Ice-OUT, Loon-IN Gala.*

12. COMMISSIONER REPORTS.

a. The **Greenfield** stormwater assessment rollout resulted in over 100 phone calls and some visits from residents with complaints and questions. A few unintentional oversights were discovered and will be discussed at a work session on April 5. New AIS signs provided by the County were installed by the City at the Lake Sarah public access. A final draft of the agreement for Lake Sarah outlet maintenance is being prepared.

b. **DeLuca** had no additional report.

c. **Baker** attended the Governor's Water Summit but was disappointed, feeling it was largely a marketing event. A panel discussion at the end of the summit was interesting and focused on bringing disjointed efforts together for leverage and efficacy.

Independence had a DNR violation notice sent to a landowner who drained a small wetland/pond and there is suspicion that additional modification or trenching occurred after the enforcement notice was served. Kujawa met with the landowner on site with representatives from Independence, BWSR, and the County. The landowner claimed it was a manufactured pond built in the 1920s but the burden of proof falls on him since the County's records only go back to the 1940s. If he can't prove that it was a manufactured pond, he will be required to restore it. The landowner has until April 1 to prove the pond was manufactured.

Lake Sarah CLPW treatment has been on the CIP for the past few years and has been funded by the Commission, TRPD, and LSIA along with a DNR grant. LSIA missed the deadline to apply for the grant in 2016 and Baker may ask the Commission at its April meeting to consider participating in the cost-share at a level higher than 10% for this year only.

The Baker Ravine Study should begin prior to the April meeting. Significant projects are expected to be identified in the study.

d. The Lake Ardmore subwatershed assessment is being discussed in **Medina**. LICA will provide treatment for the Lake Independence outlet as their responsibility for the cleanup in the fall.

e. **Minnetrista** is beginning its comprehensive planning process in April. Whaletail will likely be discussed in the process. The new city website is up. The City is partnering with MCWD on water treatment.

13. OTHER BUSINESS.

a. **2015-2017 CIPs.*** Greenfield has sent letters to the residents along Dance Hall Creek where projects were identified in the subwatershed assessment but nobody has responded at this point. The CIP process document will be available for review at the April meeting. Commissioners are asked to continue to keep the CIP information in front of their City Councils.

b. **Commissioner Appointments** have been received from Independence, Medina, and Minnetrista. DeLuca requested Staff to remind city staffs again.

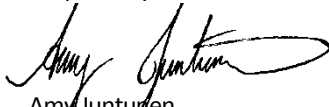
c. Information regarding the **Protecting Farmland and Improving Water Quality Workshop**** was provided at the meeting.

d. Information regarding **Metropolitan Grants**** was provided at the meeting. Staff is directed to forward the information to city staff.

e. The **next meeting** is scheduled for April 21, 2016.

14. ADJOURNMENT. There being no further business, motion by McLaughlin, second by Baker to adjourn. *Motion carried unanimously.* The meeting was adjourned at 7:21 p.m.

Respectfully submitted,



Amy Juntunen
Recording Secretary
AAJ:tim

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Pioneer-Sarah Creek Watershed
Income Statement
Compared with Budget
For the Three Months Ending March 31, 2016

Item 3b

	Current Month Actual	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
Revenues					
Member Dues	\$ 0.00	\$ 82,172.41	\$ 65,545.00	16,627.41	131,090.00
Project Review Fees	0.00	0.00	1,000.00	(1,000.00)	1,000.00
WRAPP Income	5,816.70	5,816.70	0.00	5,816.70	
WCA Adm Fees	150.00	150.00	124.99	25.01	500.00
Interest and Dividend Income	16.60	42.29	5.00	37.29	20.00
Total Revenues	5,983.30	88,181.40	66,674.99	21,506.41	132,610.00
Operating Expenses					
Engineering/Consulting	0.00	0.00	0.00	0.00	23,000.00
Administrative Expense	2,321.83	4,476.05	10,250.01	5,773.96	41,000.00
Adm-Project Reviews	1.11	38.07	249.99	211.92	1,000.00
WCA - Admin/Legal Expenses	7.00	9.00	125.00	116.00	500.00
Adm - Tech Support	0.00	0.00	187.50	187.50	750.00
Legal Expense	0.00	0.00	125.00	125.00	500.00
Audit	0.00	0.00	0.00	0.00	4,040.00
Insurance	0.00	257.00	257.00	0.00	3,370.00
Total Operating Expenses	2,329.94	4,780.12	11,194.50	6,414.38	74,160.00
Program Deliverables and Education					
Adm - General Programs	0.00	0.00	500.00	500.00	500.00
TAC Meetings	0.00	0.00	3,060.00	3,060.00	3,060.00
Lake Monitoring - TRPD	0.00	0.00	0.00	0.00	4,430.00
Lake Monitoring - CAMP	0.00	0.00	0.00	0.00	1,120.00
Stream Monitoring - routine	0.00	0.00	0.00	0.00	7,400.00
Stream Monitoring - other	0.00	0.00	0.00	0.00	1,500.00
Education	0.00	409.97	6,120.00	5,710.03	6,120.00
Education-Events	0.00	0.00	500.00	500.00	500.00
Grant Writing	0.00	0.00	1,020.00	1,020.00	1,020.00
Invertebrate Monitoring	0.00	0.00	0.00	0.00	1,500.00
Website	74.80	226.05	2,240.00	2,013.95	2,240.00
Total Deliverables and Education	74.80	636.02	13,440.00	12,803.98	29,390.00
Fund Expenses					
WRAPP	893.45	1,227.78	0.00	(1,227.78)	0.00
Capital Improvement Project	0.00	0.00	28,000.00	28,000.00	28,000.00
Total Fund Expenses	893.45	1,227.78	28,000.00	26,772.22	28,000.00
Total Expenses	3,298.19	6,643.92	52,634.50	45,990.58	131,550.00
Net Income	\$ 2,685.11	\$ 81,537.48	\$ 14,040.49	\$ 67,496.99	\$ 1,060.00

Pioneer-Sarah Creek Watershed
Balance Sheet
March 31, 2016

Item 3b

ASSETS

Current Assets		
Cash-4M Fund	\$ 252,330.38	
Accounts Receivable	<u>53,245.13</u>	
Total Current Assets		305,575.51

LIABILITIES AND CAPITAL

Total Liabilities		0.00
Capital		
WCA Replacement Guarantee	\$ 6,850.00	
WCA Monitoring Guarantee	6,816.44	
WCA Administrative Guarantee	696.78	
WRAPP Encumbered	11,266.76	
Retained Surplus	107,850.09	
CIP Fund	41,640.37	
Net Income	<u>130,455.07</u>	
Total Capital		<u>305,575.51</u>
Total Liabilities & Capital	<u>\$</u>	<u><u>305,575.51</u></u>

Pioneer-Sarah Creek Watershed
Cash Disbursements Journal
For the Period From Apr 1, 2016 to Apr 30, 2016

Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
4/14/16	1422	51200	Legal	72.50	
		10100	Campbell Knutson		72.50
4/14/16	1423	51100	Administration	1,005.08	
		51100	Meeting	1,156.19	
		51100	Bookkeeping	88.06	
		51100	Audit Prep	192.70	
		51100	Annual Report	452.40	
		51400	Website	664.40	
		57000	Education	29.94	
		51120	Project Reviews	45.34	
		51100	CIPs	177.00	
		63200	WRAPS	407.92	
		10100	Judie Anderson's Secretarial Service		4,219.03
4/14/16	1424	51400	2 mo @ 24.50 Website for www.PioneerSarahCr eek.org	49.00	
		10100	Esultants Web Services		49.00
Total				4,340.53	4,340.53

CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
(651) 452-5000

Pioneer-Sarah Creek Watershed Mgmt. Commission
c/o Ms. Judie A. Anderson
3235 Fernbrook Lane
Plymouth MN 55447

Page: 1
March 31, 2016
Account # 1478G

SUMMARY STATEMENT

PREVIOUS BALANCE	FEEs	EXPENSEs	CREDITS	PAYMENTS	BALANCE
1478-000 RE: GENERAL MATTERS					
SERVICES RENDERED TO DATE:					
72.50	72.50	0.00	0.00	-72.50	<u>\$72.50</u>

Amounts due over 30 days will be subject to a finance charge of
.5% per month (or an annual rate of 6%). Minimum charge - 50 cents.

CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
(651) 452-5000

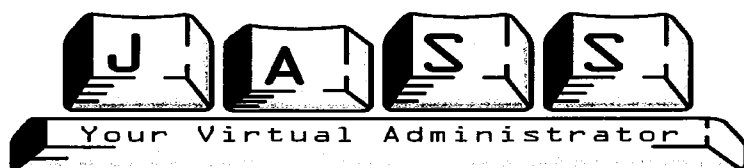
Pioneer-Sarah Creek Watershed Mgmt. Commission
c/o Ms. Judie A. Anderson
3235 Fernbrook Lane
Plymouth MN 55447

Page: 1
March 31, 2016
Account # 1478-000G
147

RE: GENERAL MATTERS
SERVICES RENDERED TO DATE:

			HOURS	
03/16/2016	JJJ	Emails and telephone call Judie re: JPA provisions.	0.50	72.50
		AMOUNT DUE	0.50	72.50
		TOTAL CURRENT WORK		72.50
		PREVIOUS BALANCE		\$72.50
11/24/2015		Payment - thank you		-72.50
		TOTAL AMOUNT DUE		<u>\$72.50</u>

Amounts due over 30 days will be subject to a finance charge of
.5% per month (or an annual rate of 6%). Minimum charge - 50 cents.



3235 Fernbrook Lane
Plymouth MN 55447

Pioneer-Sarah Creek Watershed Management Commission
3235 Fernbrook Lane Plymouth, MN 55447

April 14, 2016

Total Project Area

General Administration

Administrative	1.37	55.00	75.350		
Administrative	9.22	60.00	553.200		
Office Support	1.50	60.00	90.000		
Public storage	1.00	104.72	104.720		
Data Processing/File Mgmt/Archiving	0.50	50.00	25.000		
Reimbursable Expense	156.81	1.00	156.810	1,005.080	Administration

Meeting attendance, Minutes and Meeting follow-up

Meeting packets/prep

Administrative	0.92	50.00	46.000		
Administrative	14.74	60.00	884.400		
Offsite	2.75	65.00	178.750		
Reimbursable Expense	47.04	1.00	47.040	1,156.190	Meeting packet

Bookkeeping

Bookkeeping-	0.17	55.00	9.350		
Bookkeeping, budget, audit requests	0.95	60.00	57.000		
Treasurer's Reports	0.25	60.00	15.000		
Reimbursable Expense	6.71	1.00	6.710	88.060	Bookkeeping/TRs

Annual Audit

Audit Prep	1.25	50.00	62.500		
Audit Prep	2.17	60.00	130.200		
Reimbursable Expense		1.00	0.000	192.700	Audit Prep

Annual Report

Administrative	7.54	60.00	452.400		
Reimbursable Expense		1.00	0.000	452.40	Annual Report

Website

Pages, links, uploads	12.08	55.00	664.400		
Administrative		60.00	0.000	664.400	Website

Education, Strategic Planning

Administrative		60.00	0.000		
Offsite		65.00	0.000		
Reimbursable Expense	29.94	1.00	29.940	29.940	Education

Project Reviews

Administrative	0.42	55.00	23.100		
Administrative	0.33	60.00	19.800		
Reimbursable Expense	2.44	1.00	2.440	45.340	Project Reviews

CIPs

Administrative	2.95	60.00	177.00		
Reimbursable Expense		1.00	0.000	177.000	CIPs

WRAPS

Admin - Civic Engagement	2.64	60.00	158.400		
Offsite - Civic Engagement	2.33	65.00	151.450		
Reimbursable Expense	98.07	1.00	98.070	407.920	WRAPS

4,219.030 4,219.030



Esultants

Web Services
1800 Como Ave - Suite 200
St. Paul, MN 55108
(877) 553-7858
www.esultants.com

INVOICE

Date	Invoice #
4/1/2016	71368

Bill To:

Jass
Amy Juntunen
3235 Fernbrook Lane
Plymouth, MN 55447

WE'VE MOVED!!
Our new address is:
1800 Como Ave. Ste. 200
St. Paul, MN 55108

			Terms	Rep
			Due on Receipt	JLS
Qty.	Item	Description	Rate	Amount
12	CMS/Mobile Hosting	<p>Monthly LiveEdit Aurora CMS/Mobile Management Website & Hosting Fee for www.ELMCREEKWATERSHED.org and <u>www.PIONEERSARAHCREEK.org</u> #16 - 3/17</p> <p>\$588 (50%) Discount Applied per JLS <i>2 mo @ 24.50</i></p> <p>Please feel free to contact us with any questions about your website or our services!</p> <p>*NOTE: Hosting discount honored for transferred Move One Degree non-profit client</p> <p>3.29.16: Removed www.WESTMISSISSIPPI.org (redirect) & www.SHINGLECREEK.org from billing. Adjusted invoice. MAJ</p> <p><i>1/2 PSC</i></p> <p><i>Only pay 2 months - March & April.</i> <i>1/2 of 49.00 x 2</i></p>	49.00	588.00
Thank you for choosing Esultants Web Services for all your website needs.			Total	\$588.00
Any returned check or declined credit card will be assessed an additional \$25.00 processing fee.			Payments/Credits	\$0.00
Please direct all billing inquiries to Mark Johnson at: (612) 623-8054 or Toll-Free (877) 553-7858			Balance Due	\$588.00

1/2 294.00
2 mo @ 24.50 = \$49.00

PIONEER-SARAH CREEK WATERSHED
MANAGEMENT COMMISSION

Financial Statements and
Supplemental Information
Year Ended
December 31, 2015

Pioneer-Sarah Creek Watershed Management Commission

Table of Contents

	Page
FINANCIAL SECTION	
INDEPENDENT AUDITORS' REPORT	1 - 2
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements	
Statement of Net Position and Governmental Fund Balance Sheet	3
Statement of Activities and Governmental Fund Revenues, Expenditures, and Changes In Fund Balances/Net Position - Budget and Actual	4
Notes to Basic Financial Statements	5 - 11
OTHER REQUIRED REPORTS	
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters	12 - 13
Independent Auditors' Report on Minnesota Legal Compliance	14

PRELIMINARY DRAFT
For Review and Discussion
Subject to Change

INDEPENDENT AUDITORS' REPORT

Board of Directors
Pioneer-Sarah Creek Watershed Management Commission
Plymouth, Minnesota

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and major fund of the Pioneer-Sarah Creek Watershed Management Commission (the Commission), as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The Commission's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Commission's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a reasonable basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the Commission as of December 31, 2015, the respective changes in the financial position thereof, and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis (MD&A) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The Commission has not presented the MD&A that accounting principles generally accepted in the United States of America have determined necessary to supplement, although not required to be part of, the basic financial statements.

Prior Year Comparative Information

We have previously audited the Commission's financial statements for the year ended December 31, 2014 and, in our report dated April 9, 2015, we expressed an unqualified opinion on the financial statements of the governmental activities and major fund. The financial statements include prior year partial comparative information, which does not include all of the information required in a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Commission's financial statements for the year ended December 31, 2014, from which such information was derived.

Other Reporting

We have also issued our report dated April 14, 2016, on our consideration of the Commission's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance.

PRELIMINARY DRAFT
For Review and Discussion
Subject to Change

April 14, 2016

BASIC FINANCIAL STATEMENTS

Pioneer-Sarah Creek Watershed Management Commission

Statement of Net Position and
Governmental Fund Balance Sheet

As of December 31, 2015

(with Partial Comparative Actual Amounts as of December 31, 2014)

	Governmental Activities	
	2015	2014
Assets		
Investments	\$ 195,323	\$ 121,787
Accounts receivable	-	14,125
Total assets	<u>\$ 195,323</u>	<u>\$ 135,912</u>
Liabilities and Fund Balances/Net Position		
Liabilities		
Accounts payable	\$ 20,203	\$ 16,088
Fund balances/net position		
Restricted fund balances/net position		
Restricted for guarantee fees	14,363	14,363
Assigned fund balances/net position		
Assigned for capital improvement projects	41,640	25,968
Assigned for watershed restoration and protection plan	11,267	12,687
Unrestricted/unassigned fund balances/net position	107,850	66,806
Total assigned or unrestricted fund balances/net position	<u>160,757</u>	<u>105,461</u>
Total fund balances/net position	<u>175,120</u>	<u>119,824</u>
Total liabilities and fund balances/net position	<u>\$ 195,323</u>	<u>\$ 135,912</u>

Statement of Activities and
Governmental Fund Revenues, Expenditures, and
Changes in Fund Balances/Net Position
Budget and Actual

Year Ended December 31, 2015

(with Partial Comparative Actual Amounts for the Year Ended December 31, 2014)

	Governmental Activities			
	2015			2014
	Original and Final Budget	(Audited)	(Over) Under	(Audited)
Program/project expenditures/expenses				
General government				
Invertebrate monitoring	\$ 1,500	\$ 2,000	\$ (500)	\$ 1,500
Lakes monitoring	4,160	3,600	560	3,950
Stream monitoring	7,000	6,000	1,000	3,900
WCA - expense	-	247	(247)	191
Watershed wide TMDL/WRAPP	-	33,845	(33,845)	15,631
Lake Sarah TMDL	-	5,778	(5,778)	-
Lake Independence feasibility / nutrient	-	182	(182)	145
Technical support	22,500	18,450	4,050	13,955
Third generation plan	1,000	2,511	(1,511)	13,260
Third generation plan administration	-	-	-	7,185
Bulrush restoration program	-	-	-	6,000
Capital improvement projects	20,000	4,328	15,672	3,543
Total program/project expenditures/expenses	56,160	76,941	(20,781)	69,260
Program/project revenues				
General government				
Membership dues	106,760	106,760	-	101,000
Third generation plan	-	-	-	5,000
Capital improvement projects	-	20,000	20,000	20,000
Bulrush restoration program	-	-	-	5,400
WCA administration fees	500	400	(100)	650
Project review fees	1,000	11,650	10,650	6,350
Lake sarah TMDL	-	5,778	5,778	-
Watershed wide TMDL/WRAPP	-	32,424	32,424	18,913
Total program/project revenues	108,260	177,012	68,752	157,313
Net program/project revenues	52,100	100,071	47,971	88,053
General expenditures/expenses				
Administration	50,100	32,482	17,618	35,711
Insurance	3,300	2,147	1,153	2,751
Legal and audit services	4,500	4,392	108	4,392
Website	2,200	1,338	862	1,804
Education	6,500	4,451	2,049	1,589
Grant writing	1,000	-	1,000	-
Technical advisory committee	3,000	-	3,000	-
Total general expenditures/expenses	70,600	44,810	25,790	46,247
General revenues				
Interest and dividend income	20	35	15	23
Total general revenues	20	35	15	23
Net general revenues (expenditures/expenses)	(70,580)	(44,775)	25,805	(46,224)
Change in net position	\$ (18,480)	55,296	\$ 73,776	41,829
Fund balances/net position - assigned or unrestricted				
Beginning of year		105,461		63,632
End of year		\$ 160,757		\$ 105,461

See notes to basic financial statements

Pioneer-Sarah Creek Watershed Management Commission

Notes to Financial Statements
December 31, 2015**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES****Organization**

The Pioneer-Sarah Creek Watershed Management Commission is formed under a Joint Powers Agreement, as amended according to Minnesota Statutes Sections 103B.201 through 103B.255 and Minnesota Rules Chapter 8410 relating to Metropolitan Area Local Water Management and its reporting requirements. Pioneer-Sarah Creek Watershed Management Commission was established in October, 1984 to protect and manage the natural resources of the Pioneer-Sarah Creek Watershed.

The Commission is considered a governmental unit, but is not a component unit of any of its members. As a governmental unit, the Commission is exempt from federal and state income taxes.

Reporting Entity

A joint venture is a legal entity resulting from a contractual agreement that is owned, operated, or governed by two or more participants as a separate and specific activity subject to joint control, in which the participants retain either an ongoing financial interest or an ongoing financial responsibility. The Commission is considered a joint venture.

As required by accounting principles generally accepted in the United States of America, these financial statements include the Commission (the primary government) and its component units. Component units are legally separate entities for which the primary government is financially accountable, or for which the exclusion of the component unit would render the financial statements of the primary government misleading. The criteria used to determine if the primary government is financially accountable for a component unit include whether or not the primary government appoints the voting majority of the potential component's unit board, is able to impose its will on the potential component unit, is in a relationship of financial benefit or burden with the potential component unit, or is fiscally depended upon by the potential component unit. Based on these criteria, there are no component units required to be included in the Commission's financial statements.

Government-Wide and Fund Financial Statement Presentation

The government-wide financial statements (the Statement of Net Position and the Statement of Activities) report information about the reporting government as a whole. These statements include all the financial activities of the Commission. The Statement of Activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and grants or contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other internally directed revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as eligibility requirements imposed by the provider have been met.

Pioneer-Sarah Creek Watershed Management Commission

Notes to Financial Statements (continued)
December 31, 2015**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****Measurement Focus, Basis of Accounting and Financial Statement Presentation
(Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Commission considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Fund Financial Statement Presentation

The accounts of the Commission are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenue, expenditures, additions, and deductions. Resources are allocated to, and accounted for in individual funds based on the purposes for which they are to be spent and the means by which spending activities are controlled. The resources of the Commission are accounted for in one fund:

- **General Fund (Governmental Fund Type)** - This fund is used to receive dues and miscellaneous items which may be disbursed for any and all purposes authorized by the bylaws of the Commission.

Typically, separate fund financial statements are provided for Governmental Funds. However, due to the simplicity of the Commission's operation, the Governmental Fund financial statements have been combined with the Government-Wide statements.

Budgets

The amounts shown in the financial statements as "budget" represent the budget amounts based on the modified accrual basis of accounting. A budget for the General Fund is adopted annually by the Commission. Appropriations lapse at year-end and encumbrance accounting is not used. Budgetary control is at the fund level.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Members' Contributions

Members' contributions are calculated based on the member's share of the taxable market value of all real property within the watershed to the total market value of all real property in the watershed.

Pioneer-Sarah Creek Watershed Management Commission

Notes to Financial Statements (continued)
December 31, 2015**NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****Capital Assets**

The Commission follows the policy of expensing any supplies or small equipment at the time of purchase. The Commission currently has no capitalized assets.

Risk Management

The Commission is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; error and omissions; and natural disasters. The Commission participates in the League of Minnesota Cities Insurance Trust (LMCIT), a public entity risk pool for its general property, casualty, and other miscellaneous insurance coverage's. LMCIT operates as a common risk management and insurance program for a large number of cities in Minnesota. The Commission pays an annual premium to LMCIT for insurance coverage. The LMCIT agreement provides that the trust will be self-sustaining through member premiums and will reinsure through commercial companies for claims in excess of certain limits. Settled claims have not exceeded this commercial coverage in any of the past three years. There were no significant reductions in insurance coverage during the year ended December 31, 2015.

Receivables

The Commission utilizes an allowance for uncollectible accounts to value its receivables; however, it considers all of its receivables to be collectible as of December 31, 2015 and 2014.

Net Position

Net position represents the difference between assets and liabilities in the government-wide financial statements.

Prior Period Comparative Financial Information/Reclassification

The basic financial statements include certain prior year partial comparative information in total but not at the level of detail required for a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Commission's financial statements for the year ended December 31, 2014, from which the summarized information was derived. Also, certain amounts presented in the prior year data may have been reclassified in order to be consistent with the current year's presentation.

Pioneer-Sarah Creek Watershed Management Commission

Notes to Financial Statements (continued)
December 31, 2015**NOTE 2 - ASSETS, LIABILITIES AND NET POSITION****A. Deposits**

In accordance with applicable Minnesota Statutes, the Commission maintains a checking account authorized by the Commission.

The following is considered the most significant risk associated with deposits:

Custodial Credit Risk - In the case of deposits, this is the risk that in the event of a bank failure, the Commission's deposits may be lost.

Minnesota Statutes require that all deposits be protected by federal deposit insurance, corporate surety bond, or collateral. The market value of collateral pledged must equal 110 percent of the deposits not covered by federal deposit insurance or corporate surety bonds. Authorized collateral includes treasury bills, notes, and bonds; issues of U.S. government agencies; general obligations rated "A" or better; revenue obligations rated "AA" or better; irrevocable standard letters of credit issued by the Federal Home Loan Bank; and certificates of deposit. Minnesota Statutes require that securities pledged as collateral be held in safekeeping in a restricted account at the Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The Commission has no additional deposit policies addressing custodial credit risk.

At year-end, the Commission had no funds held in its bank account. All funds were transferred to their 4M Fund investment account. (see below)

B. Investments

At December 31, 2015 and 2014 the Commission held \$195,323 and \$121,787 (approximate cost and fair value), respectively, in investments with PMA Financial Network in Minnesota 4M Funds Holdings.

The 4M fund is an external investment pool not registered with the Securities Exchange Commission (SEC) that follows the same regulatory rules of the SEC under rule 2a7. The 4M Fund is a customized cash management and investment program for Minnesota public funds that is allowable under Minnesota Statutes. The fair value of the position in the pool is the same as the value of the pool shares.

Pioneer-Sarah Creek Watershed Management Commission

Notes to Financial Statements (continued)
December 31, 2015**NOTE 2 - ASSETS, LIABILITIES AND NET POSITION (CONTINUED)**

Investments are subject to various risks, the following of which are considered the most significant:

Custodial Credit Risk - For investments, this is the risk that in the event of a failure of the counterparty to an investment transaction (typically a broker-dealer) the Commission would not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Commission does not have a formal investment policy addressing this risk, but typically limits its exposure by purchasing insured or registered investments, or by the control of who holds the securities.

Credit Risk - This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Minnesota Statutes limit the Commission's investments to direct obligations or obligations guaranteed by the United States or its agencies; shares of investment companies registered under the Federal Investment Company Act of 1940 that receive the highest credit rating, are rated in one of the two highest rating categories by a statistical rating agency, and all of the investments have a final maturity of 13 months or less; general obligations rated "A" or better; revenue obligations rated "AA" or better; general obligations of the Minnesota Housing Finance Agency rated "A" or better; bankers' acceptances of United States banks eligible for purchase by the Federal Reserve System; commercial paper issued by United States corporations or their Canadian subsidiaries, rated of the highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less; Guaranteed Investment Contracts guaranteed by a United States commercial bank, domestic branch of a foreign bank, or a United States insurance company, and with a credit quality in one of the top two highest categories; repurchase or reverse purchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding \$10,000,000; that are a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York; or certain Minnesota securities broker-dealers. The Commission's investment policies do not further address credit risk.

Concentration Risk - This is the risk associated with investing a significant portion of the Commission's investment (considered 5 percent or more) in the securities of a single issuer, excluding U.S. guaranteed investments (such as treasuries), investment pools, and mutual funds. The Commission does not have an investment policy limiting the concentration of investments.

Interest Rate Risk - This is the risk of potential variability in the fair value of fixed rate investments resulting from changes in interest rates (the longer the period for which an interest rate is fixed, the greater the risk). The Commission does not have an investment policy limiting the duration of investments.

Pioneer-Sarah Creek Watershed Management Commission

Notes to Financial Statements (continued)
December 31, 2015**NOTE 3 - FUND BALANCE CLASSIFICATIONS**

The following fund balance classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- **Nonspendable** - amounts that are not in spendable form (such as inventory) or are required to be maintained intact;
- **Restricted** - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government, through constitutional provisions, or by enabling legislation;
- **Committed** - amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest level action to remove or change the constraint;
- **Assigned** - amounts a government intends to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority;
- **Unassigned** - amounts that are available for any purpose; these amounts are reported only in the general fund.

The Commission establishes (and modifies or rescinds) fund balance commitments by passage of an ordinance or resolution. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund. Assigned fund balance is established by the Commission through adoption or amendment of the budget as intended for specific purpose.

NOTE 4 - COMMITMENTS AND CONTRACTS**Restricted fund balance - guarantee fees**

Restricted fund balance for guarantee fees is comprised of the following:

The WCA Monitoring Guarantee Restricted Funds are for wetland mitigation projects. The initial monitoring fee is set by the commission per project and is to be reduced over a five year period provided the project meets the requirement of the mitigation.

The WCA Replacement Guarantee Restricted Funds are received as guarantee that the mitigation will perform as required. Upon completion, and if the project meets the qualified plan requirements, these financial guarantees are refunded.

The Administrative Guarantee Restricted Funds are received as guarantee that the project administration fees are paid. The restricted amount is reduced as project-related administrative expenses arise. Any residual funds not used are refunded upon completion of the project.

Pioneer-Sarah Creek Watershed Management Commission

Notes to Financial Statements (continued)
December 31, 2015**NOTE 4 - COMMITMENTS AND CONTRACTS (CONTINUED)****Three Rivers Park District (the District) - Lake Independence project**

During 2013, the Commission and the District had entered into a Cooperative Water Resources Management Project Joint Powers Agreement to assess the water quality and prevent further degradation at Lake Independence. The Commission and the District will share responsibilities, as outlined in the contract. The District will provide up to \$50,000 in cost-sharing funding for this project. The Commission did incur \$327 of project-related expenses during the year ended December 31, 2015.

Minnesota Pollution Control Agency (MPCA) - Watershed-wide TMDL/WRAPP Project

During 2013, the MPCA contracted the Commission to conduct a water monitoring program of the Pioneer-Sarah Creek watershed for a cost not to exceed \$103,415. The Commission has contracted Three Rivers Park District and the University of Minnesota to perform the services in conjunction with this project. The Commission earned revenue of \$28,614 and \$18,913 from this grant during the years ended December 31, 2015 and 2014, respectively. The Commission incurred expenditures of \$23,141 and \$15,631 in associated costs for the years ended December 31, 2015 and 2014, respectively.

During 2015, the MPCA started phase two of the project. The Commission will continue to contract with Three Rivers Park District to perform the services in conjunction with this project. The cost for the project will not exceed \$58,720. The Commission earned revenue of \$3,810 from this grant during the year ended December 31, 2015. The Commission incurred expenditures of \$10,704 in associated costs for the year ended December 31, 2015.

Conservation Partners Legacy Grant Program - Bulrush Restoration

During 2014, the State of Minnesota provided a grant not to exceed \$5,400 of expenses associated with the bulrush restoration program on Lake Independence. In 2014, the Commission incurred expenditures of \$6,000 in associated costs and recorded receivables of \$5,400 from the State of Minnesota. There was no activity in 2015 as the program was completed.

NOTE 5 - MEMBERS' CONTRIBUTIONS

Dues received from members were as follows:

	Year Ended December 31			
	2015		2014 (for comparison)	
	Amount	Percentage	Amount	Percentage
Greenfield	\$ 35,551	28.05 %	\$ 37,195	29.52 %
Independence	48,671	38.40	48,649	38.61
Loretto	4,953	3.91	4,712	3.74
Maple Plain	9,856	7.78	9,274	7.36
Medina	15,145	11.94	13,469	10.69
Minnetrista	12,584	9.92	12,701	10.08
	<u>\$126,760</u>	<u>100.00 %</u>	<u>\$126,000</u>	<u>100.00 %</u>

DRAFT



2015 Activity Report



Greenfield • Independence • Loretto • Maple Plain • Medina • Minnetrista

Table of Contents

	Page
Annual Activity Report	1
The Pioneer-Sarah Creek Watershed Management Commission	1
Meetings	1
Staff and Consultants	1
The Watershed	1
Watershed Management Plan	1
Table 1: Area of Members within the Watershed.....	2
Local Plans	3
2015 Objectives	3
Financial Reporting	8
2016 Work Plan	9
What Our Cities Have Been Doing to Support Improved Water Quality	11

Appendices

1	2015 Commissioners, Staff and Consultants
2	Project Reviews
3	Lake Monitoring
4	Stream Monitoring
5	Financials

This report was prepared
for the Pioneer-Sarah Creek Watershed Management Commission
by JASS, Inc.

Questions regarding this report should be directed
to JASS, 763.553.1144 or judie@jass.biz.

We gratefully acknowledge the assistance of:
Rich Brasch, Three Rivers Park District
Brian Johnson, Metropolitan Council
Mary Karius, Hennepin County Dept. of Environment and Energy
James Kujawa, Hennepin County Dept. of Environment and Energy
Brian Vlach, Three Rivers Park District

Cover Photograph:
Little Long Lake
Rich Brasch, TRPD

ANNUAL ACTIVITY REPORT

This annual activity report has been prepared by the Pioneer-Sarah Creek Watershed Management Commission in accordance with the annual reporting requirements of Minnesota Rules Chapter 8410.0150, Subps. 2 and 3. It summarizes the activities undertaken by the Commission during calendar year 2015.

PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION

The Commission was established to protect and manage the natural resources of the Pioneer and Sarah Creek watersheds. It is a joint powers watershed organization formed as required under MN Statutes 103B.201-103B.255 and MN Rules Chapter 8410. A Board of Commissioners comprised of representatives appointed by the member communities was established as the governing body of the Commission. Its current membership is comprised of the cities of Greenfield, Independence, Loretto, Maple Plain, Medina, and Minnetrista. The table in *Appendix 1* shows the names of the Commissioners appointed to serve in 2015.

MEETINGS

The Commission meets on the third Thursday of the month. The meetings are open to the public and visitors are welcome. Meeting notices, agendas, and approved minutes are posted on the Commission's website, www.pioneersarahcreek.org.

STAFF AND CONSULTANTS

The Commission has no employees. Independent consultants perform technical, legal, administrative, and wetland services for the Commission and are selected biannually. The current staff and consultants are also listed in *Appendix 1*.

THE WATERSHED

Located entirely within western Hennepin County, the Pioneer-Sarah Creek watershed covers approximately 70.5 square miles and includes the watersheds of Pioneer Creek and Sarah Creek. The Crow River demarcates most of the northern boundary. Portions or all of the six member cities are within the legal boundaries of the Pioneer-Sarah Creek watershed and are listed in Table 1. A map of the watershed can be viewed on the Commission's website.

WATERSHED MANAGEMENT PLAN

The Commission began development of its Third Generation Watershed Management Plan in

Table 1
Area of Members within the Pioneer-Sarah Creek Watershed

Local Government Unit	Area Within Watershed (Square Miles)	Percent of Watershed
Greenfield	21.5	30%
Independence	29.7	42%
Loretto	0.3	0.4%
Maple Plain	0.8	1.1%
Medina	7.5	10%
Minnetrissa	10.7	15%
TOTAL:	70.5	

2013 at a kick-off meeting where the Commissioners received input from review agencies and member cities and began identifying water-resource issues and goals to be addressed in the Third Generation Plan. This was followed by a gaps analysis and visioning process to further shape future goals.

From this the Commissioners developed the framework, guiding principles, and goals for the Third Generation Monitoring Program. This program includes routine flow and water quality monitoring in the lakes and streams; volunteer monitoring; and periodic special monitoring to evaluate progress towards meeting TMDL or other goals. It is intended that annually the Commission will evaluate the program and make modifications as necessary based on the most current data needs.

A Citizens Advisory Committee (CAC) met to develop the Third Generation Plan Education and Public Outreach Program. The goal of program is to *educate and engage everyone in the watershed by increasing awareness of water resources, and creating and supporting advocates willing to protect and preserve the resources in the watershed*. Six general stakeholder groups with associated education topics were identified.

The Technical Advisory Committee (TAC) also met in 2013 to review and revise the Commission's existing Rules and Standards for development and redevelopment projects in the watershed. Five of the six member cities (Independence, Loretto, Maple Plain, Medina, and Minnetrista) are MS4s regulated under the State of Minnesota's General NPDES/SDS Permit, which was revised and reissued effective August 1, 2013. Development and redevelopment in the MS4s must enforce water quality, rate control, and volume management requirements that are more stringent than the Commission's current standards. In addition, the TMDLs in the WRAPS study currently underway will likely require significant phosphorus load reductions.

Through the identification of issues in the watershed, the Commission developed the following priorities to guide water resources planning and management functions:

1. Educate the Commissioners and member City Councils and Planning Commissions regarding watershed and water resources management.
2. Undertake a monitoring program to monitor water quality trends and to track progress toward meeting TMDLs.
3. Partner with member cities and other parties to conduct subwatershed assessments and other studies to identify feasible and cost-effective Best Management Practices to protect and improve water quality.

The final stage of the planning process occurred in 2014 and involved developing an Implementation Plan and populating the Capital Improvement Program.

The draft Plan was sent out for review by the member cities and reviewing agencies in August 2014 and a public hearing was held to receive comments on November 20, 2014. Following the hearing, a record of the hearing, the comments received and the Commission's responses to those comments, along with the updated draft of the Third Generation Watershed Management Plan were forwarded to the Board of Water and Soil Resources (BWSR) for approval. BWSR approved the plan for a period of six years on January 28, 2015.

LOCAL PLANS

Revisions to Minnesota Rules 8410 adopted in 2015 include significant changes in the timing of local water plan revisions. Per 8410.0105 sub-paragraph 9 and 8410.0160 subparagraph 6:

- Local water plans must be prepared by metropolitan cities and towns (municipalities) and a local water plan must become part of the local comprehensive plan for a municipality.
- Under the amended rule, local water plans must be revised essentially once every ten years in alignment with the local comprehensive plan schedule.
- A municipality has two years before their local comprehensive plan is due to adopt their local water plan.
- Prior to adoption, a municipality must prepare their local water plan, distribute it for comment, and have it approved by the organization with jurisdiction in the municipality.
- The next local comprehensive plans are due December 31, 2018. All cities and towns in the seven-county metropolitan area must complete and adopt their local water plans between January 1, 2017 and December 31, 2018. Thereafter, add ten years to each of the previous dates.
- Local water plans may be updated more frequently by a municipality at its discretion.

2015 OBJECTIVES

Following is a summary of the work undertaken by the Pioneer-Sarah Creek Watershed Management Commission in 2015 to meet the goals, objectives, and projected work plan outlined in its *2014 Annual Report*. The Commission identified the following activities in 2015.

(💧 = completed, ⚡ = not completed, ⬛ = not undertaken)

A. ONGOING TECHNICAL AND ADMINISTRATIVE PROGRAMS

💧 1. Continue to review local development/redevelopment plans for conformance with the standards outlined in the Commission's Third Generation Watershed Management Plan.

- 💧 a. Maintain the current flood profile of the creeks and their tributaries.
- 💧 b. Develop a whole-watershed sustainable water budget.
- 💧 c. Maintain the post-development 2-year, 10-year, and 100-year peak rate of runoff at pre-development level for the critical duration precipitation event.
- 💧 d. Maintain the post-development annual runoff volume at pre-development volume.
- 💧 e. Prevent the loss of floodplain storage below the established 100-year elevation.

*Ten projects were reviewed by the Commission in 2015. The Commission does not have a permit program. A list of the projects reviewed in 2015, along with a map showing their locations are found in **Appendix**.*

💧 2. Continue to serve as the local government unit (LGU) for administering the Wetland Conservation Act (WCA) for the cities of Greenfield, Loretto and Maple Plain. Preserve the existing functions and values of wetlands within the watershed. Promote enhancement or restoration of wetlands in the watershed. *In 2015 the Pioneer-Sarah Creek Commission reviewed seven plans involving wetlands, participated in two Technical Evaluation Panels (TEPs), and received no wetland banking applications. Two new potential WCA violations were also investigated. The Commission does not have a wetland banking program.*

💧 3. Adopt a 2016 operating budget. Search for grant and other funds to supplement the regular budget. Operate a capital improvement program and share in the cost of projects. *At its June 18, 2015 regular meeting, the Commission approved a 2016 operating budget totaling \$131,550, with assessments to the member cities totaling \$131,090. (**Appendix** __.)*

⚡ a. Review and update the Commission's Cost Share Policy. *This process was underway at year-end.*

💧 b. Consider the use of ad valorem tax cost-share funding to implement CIPs. *In an informal survey of member City Councils taken in 2015, the cities were split 3-3 on the use of ad valorem funding for CIPs.*

💧 4. Publish a 2014 Annual Activity Report summarizing the Commission's yearly activities and financial reporting. *The 2014 Annual Activity Report was accepted by the Commission at its April 16, 2015 meeting.*

💧 5. Draft a 2015 Work Plan. *The Commissioners approved the 2015 Work Plan at their March 4, 2015 meeting.*

B. WATER QUALITY AND QUANTITY

1. Support the Commission's management goals for water quality. Continue to make progress to improve the lakes and streams in the watershed as well as protect those that are not impaired.

💧 a. Improve water clarity in the impaired waters by 10% over the average of the previous ten years by 2023.

💧 b. Maintain or improve water quality in the lakes and streams with no identified impairments.

💧 2. Foster implementation of BMPs in the watershed through technical and financial assistance. *This is an ongoing activity. Emphasis will be on identifying BMPs that will facilitate load reductions identified in the WRAPS.*

💧 3. Develop and publish a model manure management ordinance within six months of the Plan's adoption or adopt standards and practices that will accomplish the objective of reducing phosphorus load from new livestock operations. *Development of a model ordinance to reduce phosphorus loading from new livestock operations is a priority for the Commission and will be pursued in 2016.*

💧 4. Operate a monitoring program sufficient to characterize water quantity and quality and biotic integrity in the watershed and evaluate progress toward TMDL goals. Partner with Three Rivers Park District (TRPD) to conduct water quality monitoring in the watershed. Bring stream and lake monitoring efforts into line with monitoring program outlined in approved Third Generation Plan. *This monitoring program will be ongoing.*

💧 a. Partner with Three Rivers Park District (TRPD) to conduct bi-weekly water quality monitoring of "sentinel lakes" – Independence, Sarah, and Little Long, along with both basins of Whaletail. *Lakes Independence, Sarah and both basins of Whaletail were monitored in 2015.*

💧 b. Partner with Three Rivers Park District (TRPD) to conduct flow and water quality monitoring on Pioneer Creek at Copeland Road and Sarah Creek at County Road 92, along with possible water quality and flow monitoring at up to two additional sites, depending on budget. *On behalf of the Commission, TRPD conducted flow monitoring on Pioneer Creek at Copeland Road and Pagenkopf Road and Sarah Creek at County Road 92. Monitoring pix*

💧 c. Participate in Metropolitan Council's Citizen Assisted Monitoring Program (CAMP). In 2015 the Commission will fund the monitoring of one lake. *No lakes were monitored under CAMP in 2015.*

C. EDUCATION

💧 1. Annually evaluate the proposed Education and Outreach program and establish education and outreach activities for the coming year, including goals and strategies identified in the WRAPS study. *This evaluation occurs during the budget development process.*

💧 2. Educate Commissioners, member City Councils and Planning Commissions about watershed and water resources management. Sponsor watershed and water resources training opportunities such as NEMO (Nonpoint Education for Municipal Officials). *A number of Commissioners and*

city officials participated in the 2015 Clean Water Summit, the NEMO on the Water Workshop, and the Salt-Sand-Snow: Winter Road and Parking Lot Management Workshop. NEMOpicture

3. Convene Citizen Advisory Committees as necessary to make recommendations on education and outreach actions and assist the Commission with implementation. *The CACs were not convened in 2015.*

4. Participate with collaborative groups to pool resources to undertake activities in a cost-effective manner, promote interagency cooperation and collaboration, and promote consistency of messages. Use the Commission's, member cities', and educational partners' websites and newsletters, social media, co-ops, local newspapers and cable TV to disseminate education materials to all stakeholders about actions they can take to protect and improve water quality. *The Commission began partnering with local media to promote Commission activities and disseminate its messages. Information was disseminated to the member cities for inclusion on their websites. Such activities as road salt workshops, the WRAPS Community Conversations, and NEMO programs were highlighted. Public notices of the hearings for adoption of the Third Generation Watershed Management Plan and subsequent Plan Amendment were published in local newspapers.*

a. Continue to maintain the Commission's website to provide news to residents of the watershed. *Maintenance and updating of the website is an ongoing task.*

5. Provide opportunities for the public to learn about and participate in water quality activities. Enhance education opportunities for youth. Provide opportunities for bridge-building between stakeholders. *The West Metro Water Alliance (WMWA) educators contacted schools in the Pioneer-Sarah Creek watershed to inform them of the Watershed PREP program. No classroom lessons were scheduled in 2015.*

a. Promote river stewardship through the River Watch program. Encourage participation by local school students and their teachers. *No sites in the watershed were monitored through the River Watch program in 2015; however, a site in the Kingswood Nature Area was identified and included in the Wetland Health Evaluation Program (WHEP). WHEP pix*

b. Work in partnership with Hennepin County's agriculture specialist to help build relationships with the agricultural community in the watershed in order to encourage TMDL implementation. *The ag specialist participated in the Dance Hall Creek subwatershed assessment as part of the management team and in contacting landowners in the assessment area. He also visited with local landowners to discuss viable best management practices for their properties.*

D. STUDIES, PROJECTS AND CIPS.

1. Complete Phase 1 of the WRAPS project; develop work plan for Phase 2 and continue efforts to complete. Conduct the second Community Conversation, complete mobile phosphorus work to help estimate internal loading component in impaired lakes, compile input data sets and conduct watershed modeling work for lakes, and compile TMDL and Protection Plan background report sections. Develop Phase 2 work plan and budget, modify contract accordingly, and begin work on executing the Phase 2 work plan. *At the conclusion of Phase 1 of the WRAPS project, watershed and in-lake models had been set-up and will be used to understand and quantify the various sources that are contributing to the observed water quality in the lakes. Draft sections of the final deliverables, including descriptions*

of water bodies, pollutants of concern, pollutant sources, priority rankings, descriptions of applicable water quality standards and numeric water quality targets were also completed. An overview of technical analysis approach (including the monitoring data analysis and modeling methodology) for both the TMDL and protection components of the final deliverables was also started.

💧 a. Schedule the second Community Conversation with stakeholders. 48 individuals attended the second Community Conversation on November 16 at Independence City Hall.

The agreement for Phase 2 of the Pioneer Sarah Creek WRAPS project was executed by MPCA on July 8, 2015. A third Community Conversation will occur in Phase 2 and is scheduled for June 29, 2016. The overall outcome of this project will be a WRAPS Plan and TMDL Study that provides quantitative pollutant load reduction estimates and a set of pollutant reduction and watershed management strategies to achieve water quality standards for impairments within the watershed, and that are understood and adoptable by local units of government and stakeholders. The ultimate outcome of the WRAPS study is improved or protected water quality in the water bodies within the watershed. The project will also provide an important water quality framework for civic and citizen engagement and communication, which will contribute to long-term public participation in surface water protection and restoration activities throughout the watershed. **Comm. Conversation picture**

💧 b. Continue to identify TMDL implementation projects. Seek grant funding to assist with the costs associated with those projects. **Projects will be identified with more specificity during Phase 2.**

💧 2. Complete the Pioneer Creek Channel/Lake Independence Outlet Channel project. The DNR permit issued in 2013 to allow the clearing of materials from the outlet channel also allows for any necessary repairs to the weir. The condition of the weir will be examined when water conditions permit to determine its condition. **Upon examination of the condition of the weir, it was determined that it should be rebuilt. On October 10, 2015, the outlet control (weir), located under the bridge on Independence Road, was replaced at a very reasonable cost using local talent and volunteers led by Brad Spencer, Councilor and Commission Alternate Representative from Independence. The cost of the project was shared by the cities of Independence and Medina, Three Rivers Park District, and the Pioneer Sarah Creek Watershed Commission. pictures**

💧 3. Present the Dance Hall Creek Subwatershed Retrofit Assessment to various stakeholder groups. Prioritize BMPs identified in the assessment for implementation or further study. **The study was presented to the stakeholders at a meeting on January 15, 2015 and to the Greenfield City Council on July 7, 2015. The project team is contacting individual stakeholders to determine their interest in implementing BMPs on their land.**

💧 4. Cost-share with the Lake Sarah Improvement Association (LSIA) to complete a third round of curlyleaf pondweed (CLP) treatment in 2015. **In 2015, LSIA completed its third consecutive year of early season low-dose treatments of CLP. This "whole lake" treatment approach was accomplished by treating just 260 (of the total 383) littoral acres of Lake Sarah. The treatment was again applied by LSIA volunteers with the guidance of Craig Mueller, owner of Aquatic Solutions, who supplied the Aquathol K product at a competitive price. The total treatment cost of \$36,113 was covered by a \$26,000 DNR AIS grant, a Three Rivers Park District (TRPD) cost share of \$5,778 and a Commission cost share of \$1,011. LSIA membership donations made up the balance of the costs. A post treatment inspection performed several weeks later confirmed the treatment was again very successful. picture**

5. Seek grant funding to assist with the costs associated with projects identified on the Commission's CIP. *The City of Medina received a Clean Water Partnership grant from the Minnesota Pollution Control Agency to assist in funding the Lake Ardmore infiltration basin project (CIP ME-1).* picture

6. Continue to support member cities as they identify studies and projects which benefit both the cities and the watershed. *This activity is ongoing.*

E. PLANNING

1. Adopt the Third Generation Watershed Management Plan and transmit it to the member cities. *The Commission adopted its Third Generation Plan on May 21, 2015. The Plan was approved by the Board of Water and Soil Resources (BWSR) for the period 2015-2020. On November 19, 2015, the Commission amended the Plan to adopt a revision to the plan amendment process to conform to 2015 revisions to Minnesota Rule 8410.*

Following adoption of the Plan, member communities must prepare and adopt their own water management plans. (See page 3 of this report.)

FINANCIAL REPORTING

Appendix includes the Commission's approved budget for 2015 and a report of actual revenues and expenditures for 2015. The Commission's Joint Powers Agreement provides that each member community contributes toward the annual operating budget based on its share of the total market value of all property within the watershed. The 2015 cost allocations to the members are shown as part of the Operating Budget.

Of the \$125,060 operating budget approved by the Commission for 2015, revenue of \$1,500 was projected as proceeds from application fees, and \$20 from interest income, resulting in assessments to members totaling \$126,000.

The Pioneer-Sarah Creek Watershed Management Commission maintains a checking account at US Bank for current expenses and rolls uncommitted monies to its account in the 4M Fund, the Minnesota Municipal Money Market Fund. Amounts paid by the Commission per the 2015 Audit, prepared by Johnson & Company, Ltd., Certified Public Accountants, (Appendix 5) are as follows:

General engineering	18,697	General administration	39,021
Education	7,789.	Programs	9,600
Projects	44,133	Planning	2,511
		Total	\$121,751

General engineering work includes review of local plans, review of development/redevelopment projects, attendance at meetings and other technical services. General administration includes

support to technical staff, attendance at meetings, insurance premiums, annual audit, legal counsel, tracking grant opportunities, management plan amendments, and other non-engineering services.

2016 Work Plan

Following is the projected work plan for 2016 as approved by the Commission at its February 18, 2016 meeting.

A. ONGOING TECHNICAL AND ADMINISTRATIVE PROGRAMS

1. Continue to review local development/redevelopment plans for conformance with the standards outlined in the Commission's Third Generation Watershed Management Plan.

- a. Maintain the current flood profile of the creeks and their tributaries.
- b. Develop a whole-watershed sustainable water budget.
- c. Maintain the post-development 2-year, 10-year, and 100-year peak rate of runoff at pre-development level for the critical duration precipitation event.
- d. Maintain the post-development annual runoff volume at pre-development volume.
- e. Prevent the loss of floodplain storage below the established 100-year elevation.

2. Continue to serve as the local government unit (LGU) for administering the Wetland Conservation Act (WCA) for the cities of Greenfield, Loretto and Maple Plain. Preserve the existing functions and values of wetlands within the watershed. Promote enhancement or restoration of wetlands in the watershed.

3. Adopt a 2017 operating budget. Search for grant and other funds to supplement the regular budget. Operate a capital improvement program and share in the cost of projects.

- a. Review and update the Commission's Cost Share Policy.

4. Publish a 2015 Annual Activity Report summarizing the Commission's yearly activities and financial reporting.

5. Draft a 2016 Work Plan.

B. WATER QUALITY AND QUANTITY

1. Support the Commission's management goals for water quality. Continue to make progress to improve the lakes and streams in the watershed as well as protect those that are not impaired.

- a. Improve water clarity in the impaired waters by 10% over the average of the previous ten years by 2023.
- b. Maintain or improve water quality in the lakes and streams with no identified impairments.

2. Foster implementation of BMPs in the watershed through technical and financial assistance.

3. Develop and publish a model manure management ordinance or adopt standards and practices that will accomplish the objective of reducing phosphorus load from new livestock operations.

4. Operate a monitoring program sufficient to characterize water quantity and quality and biotic integrity in the watershed and evaluate progress toward TMDL goals. Partner with Three Rivers Park District (TRPD) to conduct water quality monitoring in the watershed. Bring stream and lake monitoring efforts into line with the monitoring program outlined in the Third Generation Plan.

a. Partner with TRPD to conduct bi-weekly water quality monitoring of “sentinel lakes” – *Independence, Sarah, and both basins of Whaletail.*

b. Partner with TRPD to monitor stream flow at three sites - *Pioneer Creek at Pagenkopf Road (below Lake Independence), Pioneer Creek at Copeland Road, and Sarah Creek at County Road 92 (below Lake Sarah). Consider adding bi-weekly or monthly monitoring of Peter Lake to clarify impaired status.*

c. Participate in Metropolitan Council’s Citizen Assisted Monitoring Program (CAMP). *The Commission has budgeted for the monitoring of two lakes through CAMP in 2016.*

C. EDUCATION

1. Annually evaluate the proposed Education and Outreach program and establish education and outreach activities for the coming year, including goals and strategies identified in the WRAPS study.

2. Educate Commissioners, member City Councils and Planning Commissions about watershed and water resources management. Sponsor watershed and water resources training opportunities such as NEMO (Nonpoint Education for Municipal Officials).

3. Convene Citizen Advisory Committees as necessary to make recommendations on education and outreach actions and assist the Commission with implementation.

4. Participate with collaborative groups to pool resources to undertake activities in a cost-effective manner, promote interagency cooperation and collaboration, and promote consistency of messages. Use the Commission’s, member cities’, and educational partners’ websites and newsletters, social media, co-ops, local newspapers and cable TV to disseminate education materials to all stakeholders about actions they can take to protect and improve water quality.

a. Continue to maintain the Commission’s website to provide news to residents of the watershed. *The Commission will update and freshen its website in 2016.*

5. Provide opportunities for the public to learn about and participate in water quality activities. Enhance education opportunities for youth. Provide opportunities for bridge-building between stakeholders.

a. Promote river stewardship through the River Watch program. Encourage participation by local school students and their teachers. *The monitoring of two sites is included in the 2016 budget.*

b. Work in partnership with Hennepin County's agriculture specialist to help build relationships with the agricultural community in the watershed in order to encourage TMDL implementation.

D. STUDIES, PROJECTS AND CIPS.

1. Continue to undertake Phase 2 of the WRAPS project. Hold the third Community Conversation. *Phase 2 extends to June 30, 2017 and is the final phase of the project. The third Community Conversation is scheduled for June 29, 2016.*

a. Continue to identify TMDL implementation projects. Seek grant funding to assist with the costs associated with those projects.

2. Prioritize BMPs identified in the Dance Hall Creek Subwatershed Retrofit Assessment for implementation or further study.

3. Cost-share with the Lake Sarah Improvement Association (LSIA) to complete a round of curlyleaf pondweed treatment in 2016.

4. Seek grant funding to assist with the costs associated with projects identified on the Commission's CIP.

5. Continue to support member cities as they identify studies and projects which benefit both the cities and the watershed. *Prepare a detailed study of Phase I of the Baker Park Gully Restoration Project (CIPs IN-4, MP-4) which will focus on BMPs that will help reduce, slow, or redirect stormwater flow from the subwatershed that feeds into the Baker Park Campground Ravine. Pursue implementation of the identified BMPs as opportunities arise.*

6. Request from the member cities their local wellhead protection plans for use in determining vulnerable areas that should be exempted from infiltration. Develop and maintain a map showing the wellhead protection zones within the watershed boundaries

E. PLANNING

1. When requested, assist member cities to develop their local water plans.

2. Begin to budget for the expense of writing the Fourth Generation Plan, due in 2020. Development of the Plan should begin in late 2018.

WHAT OUR CITIES HAVE BEEN DOING TO SUPPORT IMPROVED WATER QUALITY.

Several Commissioners and Council members from various cities attended the NEMO Workshop on the Water, as well as the NEMO water summit.

Greenfield

The City approved a stormwater district funding mechanism which will fund their membership in the Pioneer-Sarah Creek Commission as well as water projects within the city.

The Dance Hall Creek subwatershed assessment was completed.

Engineering drafts were completed for the Lake Sarah Outlet, including floating dock structures to redirect the bogs that plug the weir.

The City ordered new AIS signs for the public access at Lake Sarah reminding users to clean/drain/dry.

Greenfield's Central Park pond has the potential to be a great educational source for visitors if cost-effective signs can be installed. The City is pursuing grants for interpretive signage.

Independence

The city is supporting two fairly visible raingardens as demonstration projects that will utilize Scout volunteers for construction.

A new cluster development has been approved by the city that will require the developer to incorporate several previously-identified BMPs from the Independence SRA into the project as well as require him to implement future BMPs in the outlet areas, especially the area adjacent to Koch's Creek.

Completed the third year of "whole lake" curlyleaf pondweed treatments in Lake Sarah. The Lake Sarah Improvement Association performed the application process with volunteers.

Lake Independence Outlet Weir was replaced with a white oak and steel piece installed by volunteers.

A landowner expressed interest in installing BMPs, but due to the fact he no longer farms, requires financial assistance. The City will pursue a grant.

LICA treated 10 acres of Lake Independence for Curlyleaf pondweed at a cost of \$5,300.

The City is committing \$100,000 per year for water quality improvement projects.

Maple Plain

Commissioner DeLuca reported that the Northwest League may be interested in hearing speakers discuss water quality issues.

The Main Street project has corrected the flooding and poor runoff experienced in 2014.

Medina

The Ardmore subwatershed assessment was expected to be completed by the end of 2015.

The Ardmore retrofit project is underway. The pond has been installed and curb installation and street surfacing will be completed before year-end.

Roads in the Independence Beach neighborhood will be repaved with the tilt of the road changed to hold back water rather than speed it to the lake.

LICA has installed 12 zebra mussel samplers around Lake Independence.

Minnetrista

The city is completing over \$200,000 in stormwater projects in 2015.

The first wetland bank in Minnetrista is being created on an 80-acre family trust farm.

APPENDICES

2015 Commissioners and Consultants

Member	Represented by	Responsibility	Phone/E-mail
Greenfield	Tom Cook 7738 Commerce Circle Greenfield, MN 55373	Treasurer Excomm	763.477.4263 tomdebcook@msn.com
Independence	Joe Baker 5580 Lake Sarah Heights Drive Independence, MN 55357	Vice Chair Excomm	612.868.8702 joebaker149@gmail.com
Loretto	Brenda Daniels 150 Meadow Drive Loretto, MN 55357	Secretary Excomm	brenda199962@yahoo.com
Maple Plain	Mike DeLuca 5825 Maple Ridge Drive Maple Plain, MN 55359	Chair Excomm	763.200-6363 michaeljohndeluca@gmail.com
Medina	Mike McLaughlin 2887 Lakeshore Avenue Maple Plain, MN 55359		763.479.1604 mclaughlin110@yahoo.com
Minnetrista	Lisa Whalen 605 County Road 110N Minnetrista, MN 55364		612.770.4104 tjw_lew@yahoo.com

2015 Commissioners and Consultants

Service Provider	Address	Services	Phone/E-mail
James Kujawa	Hennepin County Dept. of Env. And Energy 417 North Fifth Street Minneapolis, MN 55401	Technical Advisor TAC	612.348.7338 James.Kujawa@hennpin.us
Judie Anderson	JASS 3235 Fernbrook Lane Plymouth, MN 55447	Administrator Deputy Treasurer Excomm, TAC	763.553.1144 judie@jass.biz amy@jass.biz
Amy LeMieux			
Joel Jamnik	Campbell Knutson PA 1380 Corporate Center Curve Eagan, MN 55121	Legal Counsel	651.452.5000 jjamnik@ck-law.com
Rich Brasch	Three Rivers Park Dist. 12615 County Road 9 Plymouth, MN 55441	Water Quality TAC	763.694.2061 rbrasch@threeriversparkdistrict.org
Johnson & Co., Ltd.	3255 Fernbrook Lane Plymouth, MN 55447	Auditor	952.525.9500
SRF Consulting Group, Inc.	One Carlson Pkwy N Suite 150 Minneapolis, MN 55447	Wetland monitoring consultant	763.475.0010
Diane Spector	Wenck Associates 1800 Pioneer Creek Center Maple Plain, MN 55359	Third Generation Plan	763.479.4280 dspector@wenck.com

Excomm = Executive Committee

TAC = Technical Advisory Committee

2015 Commissioners and Consultants

Service Provider	Address	Services	Phone/E-mail
James Kujawa	Hennepin County Dept. of Env. And Energy 417 North Fifth Street Minneapolis, MN 55401	Professional TAC	612.348.7338 James.Kujawa@hennpin.us
Karl Hakanson	Hennepin County Dept. of Env. And Energy 417 North Fifth Street Minneapolis, MN 55401	Professional TAC	612.596.1175 khakanso@umn.edu
Rich Brasch	Three Rivers Park Dist. 12615 County Road 9 Plymouth, MN 55441	Professional TAC	763.694.2061 rbrasch@threeriversparkdistrict.org
Rebecca Kluckhohn	Wenck Associates 1800 Pioneer Creek Center Maple Plain, MN 55359	Professional TAC	763.479.4224 rkluckhohn@wenck.com
Becky Wozney	Hakanson Anderson 3601 Thurson Avenue Anoka, MN 55303	Professional TAC	763.427.5860 becky@HAA-inc.com
Judie Anderson	JASS 3235 Fernbrook Lane Plymouth, MN 55447	Professional TAC Admin Support	763.553.1144 judie@jass.biz amy@jass.biz

2015 Project Reviews

Project No.	Project Name	City	Reviewed for				
			Erosion Control	Stormwater	Floodplain	Wet Ponds	WCA
2015-01	Verizon Cell Tower and Eqpt Building	Independence	x				
2015-02	Serenity Hills	Independence	x	x			
2015-03	Kuka Equestrian	Maple Plain	x				
2015-04W	Day Distributing (Loading Dock/Pkg Lot)	Maple Plain					x
2015-05W	Skoog Greenfield Delineation	Greenfield					x
2015-06	Windsong Farm Bunker Renovation	Independence	x				
2015-07W	7325 Pioneer Trail violation	Greenfield					x
2015-08	Rolling Crow Estates - project cancelled	Greenfield					
2015-09	Greenfield Road Conversion Project	Greenfield	x				
2015-10	Highway 55 Mini Storage	Medina	x	x			

From: Joe Baker [mailto:Joe_Baker@cargill.com]

Sent: Thursday, April 14, 2016 7:32 AM

To: Judie Anderson

Cc: Amy Juntunen; 'Michael J. DeLuca'

Subject: Request for additional cost share for the 2016 Curly Leaf Pondweed whole lake treatment for Lake Sarah.

As discussed in our March commission meeting, I would like to include in the April agenda and meeting packet the following:

The Lake Sarah Improvement Association (LSIA) has been executing their MN DNR approved Lake Vegetation Management Plan (LVMP), which provides the approval for a 5 year whole lake treatment approach to gain control of Curly Leaf Pondweed (CLP), an invasive species that has been present in the lake for 20+ years and became the dominant species of vegetation in Lake Sarah.

This LVMP was written in full alignment with the TMDL Implementation Plan approved by the MPCA in 2011, and in response to the TMDL study completed earlier in 2011.

The LVMP specifically calls for:

Curly leaf pondweed will be whole lake treated using an early season application of endothol. Applying herbicides in early spring increases the selectivity by targeting CLP at a time when these invasive species are actively growing and when many native species remain dormant. Chemical application will occur prior to the seasonal active growth phase of native plants to specifically target curly-leaf pondweed before the development of viable turions (seeds).

The LSIA has safely and cost effectively performed 3 years of whole lake CLP treatments and independent post inspections vegetation studies have confirmed great success. Thanks to the Three Rivers Park District, their annual turion studies taken from sediment samples have shown that Lake Sarah's turion counts have been reduced by 60% (50% in the east bay, and 70% in the west bay). This further proves the whole lake CLP treatment approach is an effective BMP in controlling this invasive species.

The cost of a whole lake CLP treatment has ranged from \$36k to \$48k per treatment. The actual cost varies based on the cost of the endothol product combined with the varying lake levels from year to year (as in higher water years, more product is needed). Over the past 3 years, the LSIA has been successful in receiving Aquatic Invasive Species (AIS) grant funds from the DNR that has amounted to \$26k per year. The CLP cost share agreement (attached) has allowed for the TRPD and the PSCWMC to support the LSIA's treatment program, whereby TRPD shares 16% of the cost (consistent with their % of shoreline ownership) and the PSCWMC shares in 10% of the net after grant cost. A more detailed cost breakout of the last 3 years is as follows:

For 2013, the total CLP treatment cost was \$48,165

The DNR AIS grant was \$26,000

TRPD cost share \$7,706 (16% of total cost)

PSCWMC cost share \$2,217 (10% of net cost after grant)

Total grant/cost share \$35,632

LSIA member donations made up the balance

For 2014, the total CLP treatment cost was \$47,047

The DNR AIS grant was \$26,000

TRPD cost share \$7,527

PSCWMC cost share \$2,105

Total grant/cost share \$35,632

LSIA member donations made up the balance

For 2015, the total CLP treatment cost was \$36,113 (less due to low water levels and lower product costs)

The DNR AIS grant was \$26,000

TRPD cost share \$5,778

PSCWMC cost share \$1,011

Total grant/cost share \$32,789

LSIA member donations made up the balance

Now in 2016, the 4th of a 5 year program, the LSIA has no DNR grant money available and the projected cost of this year's treatment is expected to be \$40,000 (due to relatively low water levels).

The current cost share agreement would allow for TRPD to cover 16% of the cost, or \$6,400... and the PSCWMC would cover 10%, or \$4,000 (as there are no grant funds this year). **This would mean the LSIA members would need to cover \$29,600 of the cost this year.** The LSIA has proactively communicated this concern, and has more than doubled the donation request from members.

To lessen the cost burden to members, I would like to propose that the PSCWMC consider an increase in their cost share from the current 10% (\$4,000) to a cost share of 25% (not to exceed \$10,000) for this year's treatment. This CLP treatment program for Lake Sarah is one of our commission's most cost effective BMP's on our CIP list that we've been able to support and get completed.

Lastly, I want to share our just recently received the 2015 "report card" for Lake Sarah, where we made a noticeable shift upwards in terms of water quality. This 2.33 score (C+) looks to be the best we've had since 1983... so best in 32 years... and further shows that the CLP treatment program is working to reduce internal phosphorus loading.

Thanks in advance for your consideration of this increased match, and I look forward to discussing and answering any/all questions you have at our meeting.

Joe

Reference No. 1

**COOPERATIVE WATER RESOURCES MANAGEMENT PROJECT
JOINT POWERS AGREEMENT
BETWEEN
Three Rivers Park District
AND
Pioneer-Sarah Creek Watershed Management Commission**

1. **PARTIES**

Pioneer-Sarah Creek Watershed Management Commission (hereinafter referred to as “the Commission”) and the Three Rivers Park District (hereinafter referred to as “the Park District”), both being governmental units of the State of Minnesota, and acting through their respective governing bodies, hereby enter into this Joint Powers Agreement (“agreement”). The Commission and the Park District from time to time may be referred to hereinafter as “the parties.”

2. **PURPOSE**

The Park District and the Commission recognize that intergovernmental cooperation in preventing degradation of aquatic resources, assessing the quality of Lake Sarah in the Pioneer-Sarah Creek Watershed, and implementing the Lake Sarah TMDL plan is in the mutual interest of the citizens of Hennepin County and the metropolitan area. The parties enter into this Agreement to facilitate the improvement of Lake Sarah water quality through the implementation of the Lake Sarah TMDL, and to assess the quality of the lake as implementation proceeds.

3. **AUTHORITY**

The parties enter into this agreement pursuant to Minn. Stat. § 471.59, regarding joint exercise of powers which allows two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.

4. **DUTIES OF THE PARK DISTRICT**

In recognition of the staff resources and capabilities of the Park District, the Park District will be responsible for:

- a. Completion of Curly-leaf Pondweed turion surveys in Lake Sarah during the five year control program.
- b. Completion of annual aquatic plant surveys in Lake Sarah to monitor the response of native macrophytes to the CLP control program.

- c. Under contract with the Commission, completion of annual water quality monitoring to determine the effectiveness of the CLPW control program in reducing phosphorus loading to the lake.
- d. Participation in a project advisory capacity to guide the project implementation and review project results.
- e. Adhering to a Performance Criteria that ensures that all work meets the requirements of the Minnesota Department of Natural Resources approved Lake Vegetation Management Plan (LVMP) and the Minnesota Pollution Control Agency approved TMDL Plan and that all data conforms to the MPCA QC/QC sampling collection and analytical protocol.
- f. Providing cost-share funding to support the curly-leaf pondweed control project in an amount of 16% of total project costs, not to exceed \$8,600 annually. Reimbursement shall be upon an invoice submitted by the Pioneer Sarah Creek Watershed Management Commission.

5. DUTIES OF THE COMMISSION

In recognition of the staff resources and capabilities of the Pioneer Sarah Creek Watershed Management Commission, the Commission will be responsible for:

- a. Coordinating the development and implementation of a curly-leaf pondweed control strategy for Lake Sarah, as per the approved Lake Sarah TMDL implementation plan.
- b. Ensuring compliance with monitoring and evaluation requirements outlined in MDNR's approved Lake Vegetation Management Plan for Lake Sarah, which is aimed at documenting the effectiveness of the project in controlling CLP, enhancing the growth of native macrophytes, and improving the water quality of Lake Sarah.
- c. Coordinating with the Lake Sarah Improvement Association to secure the additional funding necessary to implement the MDNR approved Lake Vegetation Management Plan for Lake Sarah. .
- d. The Commission shall be responsible for providing cost-share funding to support the Lake Sarah curly leaf pondweed control project in an amount of 10% of total project costs consistent with its approved cost-share policy at the time of approval of this agreement..

6. AMENDMENT

Any amendment to this agreement must be in writing and approved by the Commission and the Park District. The parties shall have full power to amend this agreement to add or delete items from the scope of this agreement upon such terms as are agreed to between the parties.

7. TERMINATION

This agreement will terminate upon completion of the five year Lake Sarah Curly-leaf Pondweed Control Project. Notwithstanding, either party may terminate this Agreement for any reason by providing 90 days written notice to the other party. In the event of termination, the Park District will pay pro rata for that portion of the Curl-leaf Pondweed Control Project completed in accordance with Section 5.

IN WITNESS WHEREOF, the parties have caused this joint powers agreement executed and effective as of the date of signature of the last party to the agreement.

(Pioneer-Sarah Creek Watershed Management
Commission)

Dated: _____,

Lisa Wahlen, chair

Judie A. Anderson, Exec. Secretary

THREE RIVERS PARK DISTRICT

Dated: _____,

John Gunyou, Chair

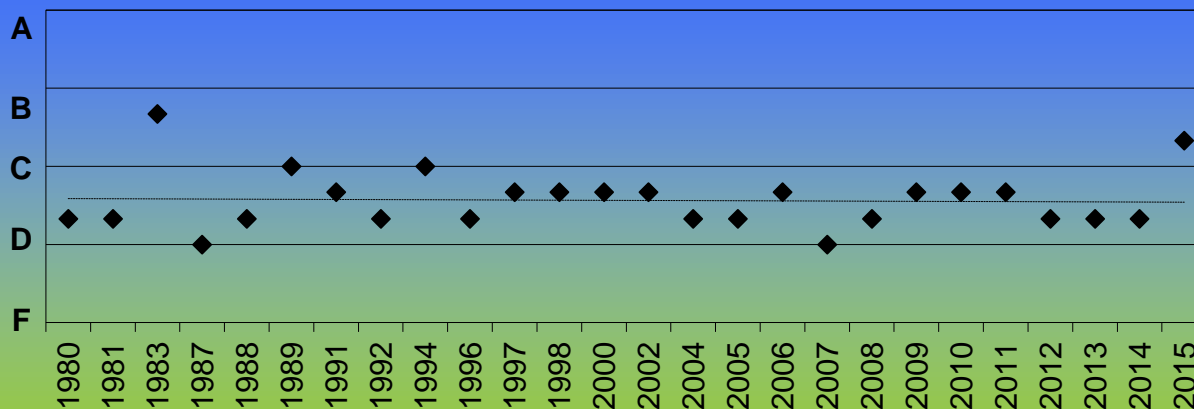
Cris Gears, Superintendent
and Secretary to the Board

NAME: Sarah (West basin)
WATERSHED: Pioneer Sarah
MONITORED BY: Three Rivers Park District/HCD

DNR ID#: 17-0191 01

Item 4c2)

ENVIRONMENTAL INDICATORS Lake Sarah Annual Grades



10 Year Average = D+

10 Year Trend = Steady

Year	TP (ug/L)	Grade	CLA (ug/L)	Grade	Secchi (m)	Grade	Final Grade	Numerical Grade
1980	61.0	C	55.0	D	1.1	D	D+	1.33
1981	61.0	C	56.0	D	0.9	D	D+	1.33
1983	7.0	A	43.0	C	1.6	C	B-	2.67
1987	41.0	C	103.6	F	1.0	D	D	1.00
1988	58.6	C	54.2	D	1.0	D	D+	1.33
1989	32.3	C	30.0	C	1.3	C	C	2.00
1991	107.8	D	20.4	C	1.4	C	C-	1.67
1992	92.8	D	26.4	C	1.1	D	D+	1.33
1994	57.0	C	48.0	C	1.8	C	C	2.00
1996	100.1	D	28.3	C	1.0	D	D+	1.33
1997	91.6	D	39.9	C	1.4	C	C-	1.67
1998	79.1	D	45.7	C	1.4	C	C-	1.67
2000	82.1	D	24.1	C	1.8	C	C-	1.67
2002	146.3	D	41.2	C	1.3	C	C-	1.67
2004	138.6	D	62.3	D	1.5	C	D+	1.33
2005	94.9	D	56.3	D	1.8	C	D+	1.33
2006	79.6	D	46.8	C	1.4	C	C-	1.67
2007	92.1	D	54.6	D	1.1	D	D	1.00
2008	83.8	D	44.8	C	1.1	D	D+	1.33
2009	81.2	D	33.9	C	1.3	C	C-	1.67
2010	113.4	D	40.7	C	1.2	C	C-	1.67
2011	88.0	D	43.7	C	1.5	C	C-	1.67
2012	82.2	D	49.6	D	1.8	C	D+	1.33
2013	96.3	D	52.4	D	1.5	C	D+	1.33
2014	93.8	D	48.2	D	1.5	C	D+	1.33
2015	26.9	B	40.0	C	1.8	C	C+	2.33

GPA 1.56
C-

THREE FACTORS IN THE LAKE GRADE	
Total Phosphorus (TP)	The total phosphorus measure. Increased phosphorus relates closely to increased algae, frequency of algae blooms and the increased quantity of blue-green algae.
Chlorophyll-a (CLA)	Chlorophyll-a or the green pigment in plants is essential to photosynthesis. A measure of its presence in water estimates algae abundance.
Secchi Disk (SD)	The Secchi disk transparency. The deeper the Secchi disk is visible, the clearer the water appears.

COUNTYWIDE STATISTICS OF LAKES MONITORED			
Metropolitan Council Ranking	Hennepin County Avg. Grades using 2005-2014 monitoring data (50 lakes)	Hennepin County 2014 Grades (50 lakes)	General Description
A (10%)	8.8 lakes (17.6%)	10 lakes (20%)	Crystal Clear, beautiful. These lakes are exceptional and are enjoyed recreationally without question or hesitation. No impairment.
B (10%)	9.9 lakes (19.8%)	10 lakes (20%)	These lakes generally have good water quality, but algae may limit swimming, particularly toward the end of summer. Some impairment.
C (60%)	19.7 lakes (39.4%)	17 lakes (34%)	Average quality. Swimming, boating and fishing may be undesirable relatively early in the season. Algae blooms occasionally. Impaired.
D (10%)	10.6 lakes (21.2%)	13 lakes (26%)	These lakes have severe algae problems. People are generally not interested in recreation on these lakes. Severely impaired.
F (10%)	1 lakes (2.0%)	0 lakes (0%)	Not enjoyable. Such lakes would have severe limitations to recreational use. Very limited uses.

Legal Name of Project Sponsor: Pioneer-Sarah Creek Watershed Management Commission

Designated Project Representative: Judie Anderson, Administrator

Mailing Address, E-Mail Address, & Telephone Number of Project Sponsor:

3235 Fernbrook Lane Plymouth MN 55447

judie@jass.biz

763-553-1144

Project Title:

City of Greenfield Central Park Pond Project

Total Project Cost: 54,848.13

Grant Request Amount: 41,136.10

**Project Summary including information on water resource benefiting
(Provide a short description of the project, goals, objectives, budget, and project timeline.)**

The project involves installation of a swale directing runoff from Central Park simultaneously with construction of a stormwater pond in the southwest corner of the park, providing much needed rate control as well as phosphorus reduction.

Currently the stormwater running from the park is not rate-controlled and takes paths across an adjacent farm field with slopes of 15% and greater. This induces erosion which carries soil, fertilizer and chemicals downstream to Dance Hall Creek and eventually to Lake Sarah. Using the MIDS calculator, we have calculated an estimated 6 lbs./year reduction in Ph loading. Construction of the stormwater pond redirects stormwater runoff from flowing unabated across the adjacent farm field.

The City of Greenfield must meet a phosphorus reduction of 586 lbs./year for the Lake Sarah TMDL. This would be a start at meeting that reduction requirement.

The pond project will reduce phosphorus because: the pond would capture phosphorous coming off the park; rate control would mitigate erosion from occurring due to less peak flow; and less peak flow means less jumping the ditch and running through the adjacent property

This area contains seven projects identified in the Dance Hall Creek Subwatershed Stormwater Retrofit Assessment, list attached.

There is also an educational component for this project.

A resolution from the City of Greenfield authorizing the Commission to submit this application, the project budget and project drawings are also attached.

(Continue on back, if necessary-please do not exceed three pages)

**ENGINEER'S ESTIMATE
CITY OF GREENFIELD
"Central Park" Pond Project**

ITEM NO.	Spec. Ref	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ESTIMATED UNIT PRICE	ESTIMATED EXTENSION
1	2021.501	MOBILIZATION	1	LS	\$4,100.00	\$4,100.00
2	2105.501	Common Excavation (P)	3,400	CY	\$3.50	\$11,900.00
3	2105.535	Salvage and Respread Topsoil (6")	1,050	CY	\$4.45	\$4,672.50
4	2501.515	15" RC Pipe Apron	2	LF	\$510.00	\$1,020.00
5	2501.602	Outlet Structure	1	EA	\$2,750.00	\$2,750.00
6	2503.541	15" RC Pipe Sewer Design 3006 CL V (all depths)	182	LF	\$45.00	\$8,190.00
7	2573.502	Silt Fence, Type MS	120	LF	\$2.50	\$300.00
8	2575.501	Turf Restoration (Seed MnDOT 25-151, Mulch, Fertilizer)	5.41	ACRES	\$1,900.00	\$10,279.00
9	2575.523	Erosion Control Blanket - Category 3	580	SY	\$1.15	\$667.00

Total Estimated Construction Cost	\$43,878.50
Overhead 25%	\$10,969.63
Total Estimated Project Cost	\$54,848.13

Dance Hall Creek Subwatershed Stormwater Assessment Projects
Located between Central Park and the inlet to Lake Sarah

Item 4d

Project Rank	Retrofit Type (refer to catchment profile pages for additional detail)	Projects Identified	TP Reduction (lb/yr)	Phosphorus Delivery Ratio to Lake Sarah	Phosphorus Reduction for Lake Sarah (lb/yr)	TSS Reduction (lb/yr)	Total Project Cost (includes 10 year maintenance cost)	Estimated cost/lb-TP/year (10 year)
1	Grassed Waterway (1375 total feet)	Field 4/5-1	41.6	0.8	29.2	58,400	\$10,750	\$37
2	Grassed Waterway (2365 total feet)	Field 1-1	62.6	0.7	43.8	87,600	\$17,500	\$40
7	Buffer	Field 4/5-1	32.6	0.9	29.3	58600	\$19,530	\$67
17	Hydrologic Restoration	Pond 1	100	1	100	N/A	\$223,500 (20 YRS)	\$112
24	Hydrologic Restoration	Pond 2	90	1	91		\$253,500 (20 Years)	\$139
25	Hydrologic Restoration	Ponds 1&2	--	1	169		\$477,000 (20 Years)	\$141
33	Buffer	Field 1-1	11.75	0.6	7.1	14,200	\$15,295	\$215

**CITY OF GREENFIELD
RESOLUTION NO. 16-14**

**RESOLUTION AUTHORIZING PIONEER-SARAH CREEK WATERSHED
TO SUBMIT METROPOLITAN COUNCIL STORMWATER GRANT APPLICATION**

WHEREAS, the Metropolitan Council implemented a stormwater grant program on March 14, 2016; and

WHEREAS, grants will be awarded on a competitive basis to metropolitan area watershed management organizations or districts; and

WHEREAS, the Met Council will provide 75% of the program cost and grantee must provide the remaining 25%; and

WHEREAS, it has been determined that the Central Park Pond Project would fit the criteria for this grant application; and

WHEREAS, using the City Engineer's estimate project cost of \$54,848 the Met Council would provide \$41,136, the City would provide \$10,284 and the Watershed would provide \$3,428 (25% of the grantee's 25% contribution of \$13,712)

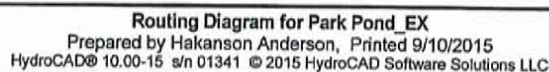
NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the Pioneer-Sarah Creek Watershed to submit a grant application by the May 11, 2016 deadline

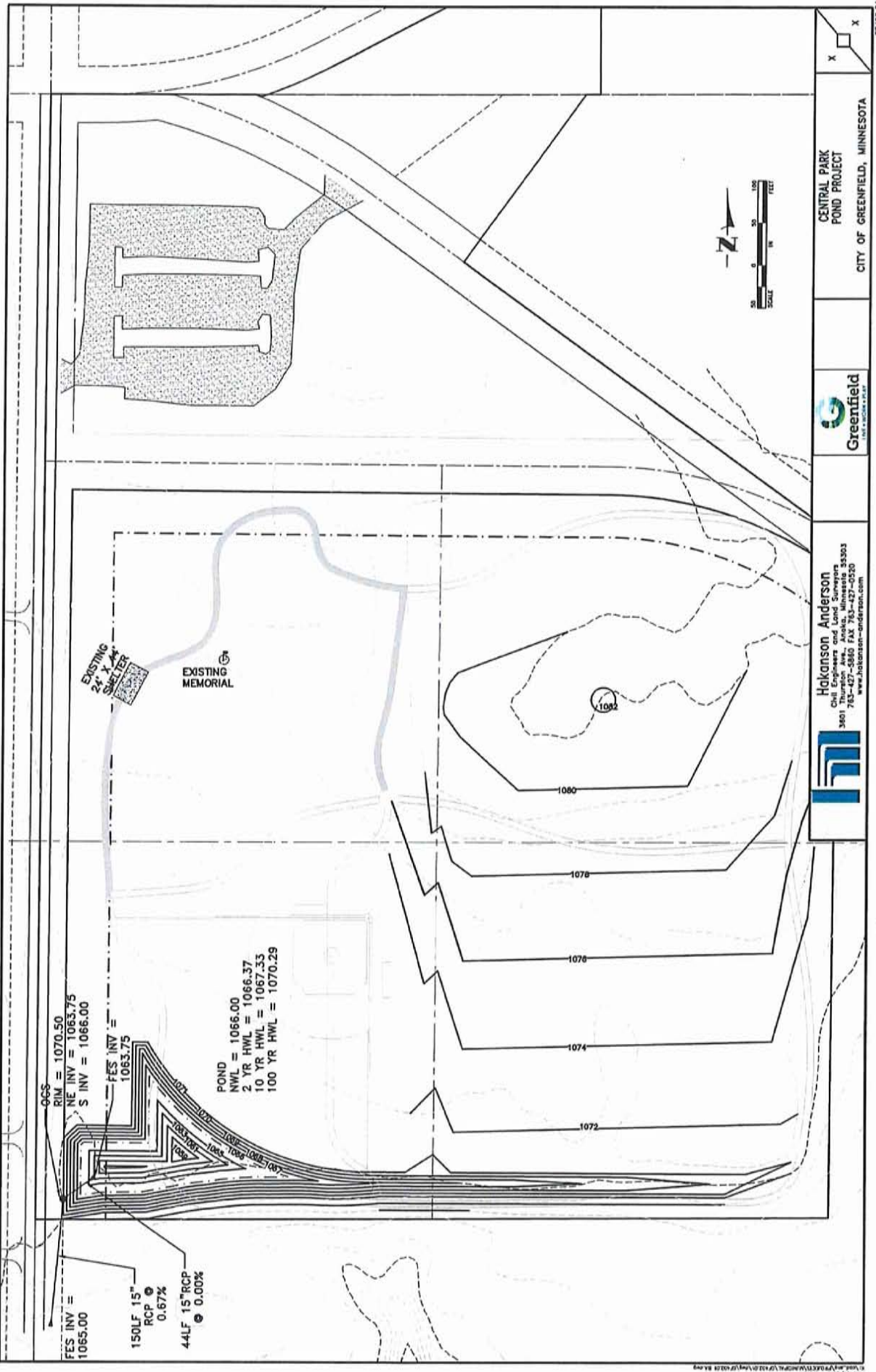
BE IT FURTHER RESOLVED that the City Council hereby recognizes its monetary obligation should the grant be received.

Adopted by the City Council this 6th day of April, 2016.

/s/ Brad Johnson
Mayor Brad Johnson

/s/ Bonnie Ritter
Attest: Bonnie Ritter, City Administrator-Clerk





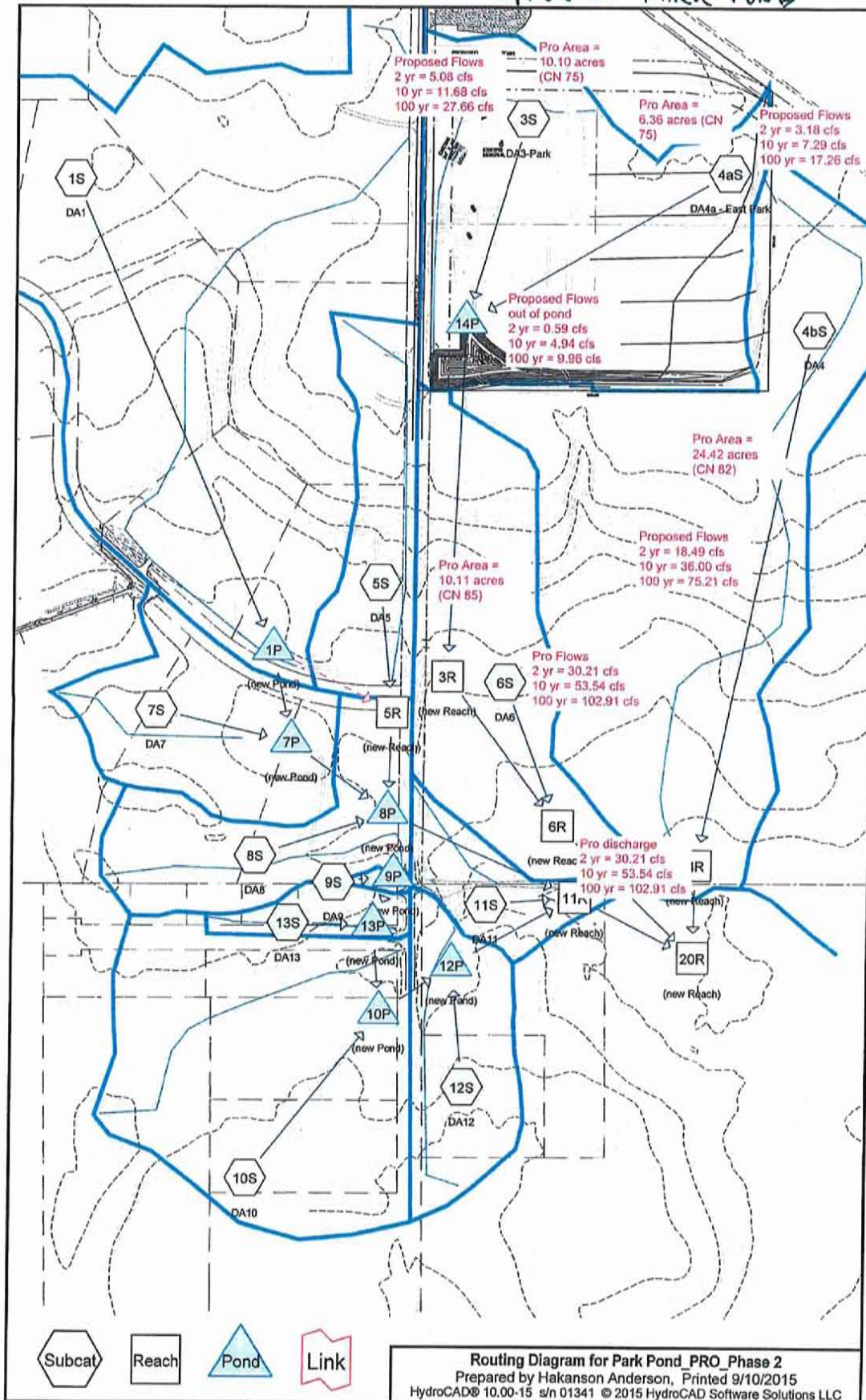
Hakanson Anderson
Civil Engineers and Land Surveyors
3801 Thurston Ave. Ancker, Minnesota 55303
763.438.1100
www.hakanson-anderson.com



**CENTRAL PARK
POND PROJECT**
CITY OF GREENFIELD, MINNESOTA

GF402.01

Option 2- PARK POND



DRAFT**PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION****PROCESS TO BRING FORWARD CIPS****I. PROJECTS ON THE CAPITAL IMPROVEMENT PROJECT LIST**

A. City advises the Commission's Administrator no later than 30 days prior to a regularly scheduled meeting that a project is ready to be presented to the Commission for funding consideration. Written applications must be meeting packet-ready. Applications must include:

1. Request for consideration from the city.
2. Detailed description of project, including.
 - a. Benefits to watershed, benefitting parties.
 - b. Expected cost of the project, including potential grant funding and cost-sharing revenue.
 - c. Request for cost-share from Commission with detailed explanation of the percentage requested. (The Commission's Cost Share Policy, adopted July 2011, specifies that the Commission will pay up to 25 percent of the cost of qualifying projects.)
 - d. Timeline for project completion.
3. Feasibility report or study.
4. Supporting design documents.

B. The Administrator will advise the Technical Advisory Committee (TAC) that the application has been received and provide the TAC members with copies of the documentation.

C. The TAC will convene before the scheduled regular meeting to review the application and gather any additional information needed in order to make a recommendation to the Commission.

D. Final packet is prepared for distribution with the meeting packet a week prior to the Commission meeting.

E. At the meeting Commission staff will present a summary of the TAC's review of the project, a summary of the dollars available in the CIP budget, the TAC's recommendation of approval/denial of the project, and the TAC's recommended cost sharing percentage.

1. The Commission will review the application, consider the recommendation and act on the project request. The Commission may:
 - a. Approve the request as presented
 - b. Approve the request at a different cost-sharing percentage
 - c. Table the application and request additional information from the City
 - d. Table the application and request further review by the TAC
 - e. Deny the application
2. The Commission orders a public hearing for those projects they wish to move forward. Notice of the public hearing is published twice in two consecutive weeks at least 45 days prior to the public

DRAFT

hearing in the legal newspaper of the Commission and is mailed to the clerks of the member cities. Reviewing agencies will be notified of the public hearing and receive project documentation by the transmittal medium of their choice.

F. The Commission conducts a public hearing to receive public comment at the time and place outlined in the public notice.

1. Member cities may, at their discretion, concurrently conduct public hearings to ascertain the method of financing each will use to pay its share of the costs of the project.

2. A resolution ordering the project must be adopted. The resolution requires a favorable vote of at least two-thirds of the membership eligible to vote and all Commissioners representing member cities that will directly benefit from the project.

3. A cooperative agreement between the Commission and the [lead] City in which the project is located must be approved.

DRAFT**II. PROJECTS ON THE CIP TO BE FUNDED USING THE AD VALOREM TAXING PROCESS.** *(Assumes no significant change in project description or cost. This will be determined by BWSR.)*

A. In **January** the Administrator requests from the member cities projects that are ready to be presented to the Commission. Written applications must be meeting packet-ready. Applications should include:

1. Request for consideration from the city.
2. Detailed description of project, including.
 - a. Benefits to watershed, benefitting parties.
 - b. Expected cost of the project, including potential grant funding and cost-sharing revenue.
 - c. Request for cost-share from Commission with detailed explanation of the percentage requested. (The Commission's Cost Share Policy, adopted July 2011, specifies that the Commission will pay up to 25 percent of the cost of qualifying projects.)
 - d. Timeline for project completion.
3. Feasibility report or study.
4. Supporting design documents.

B. The Administrator will advise the Technical Advisory Committee (TAC) that the applications have been received and provide the TAC members with copies of the documentation.

C. Prior to the regular scheduled meeting in **March**, the TAC will convene to review the applications and gather any additional information needed in order to make a recommendation to the Commission.

D. Final packet is prepared for distribution with the meeting packet a week prior to the Commission meeting.

E. At the meeting Commission staff will present a summary of the TAC's review of the project, a summary of the dollars available in the CIP budget, the TAC's recommendation of approval/denial of the project, and the TAC's recommended cost-sharing percentage.

1. The Commission will review the applications, consider the recommendations and act on the project request. The Commission may:
 - a. Approve the requests as presented
 - b. Approve the requests at a different levy amount
 - c. Approve the requests pending receipt of additional information from the City
 - d. Deny the applications
2. Commission directs Staff to proceed with ad valorem tax levy process.
3. A letter is sent to the county notifying them of the Commission's intent to levy. **(April)**

F. Notice of the public hearing to receive public comment on the projects brought forward is published twice in two consecutive weeks at least ten days prior to the public hearing in legal newspaper of the Commission **check on timing** and is mailed to the clerks of the member cities. Reviewing agencies will be

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notified of the public hearing and receive project documentation by the transmittal medium of their choice.
(July)

1. Public hearing is scheduled at beginning of the regular **August** meeting of the Commission to receive comment.

2. If approved for county levy by a two-thirds majority vote of all eligible members, a resolution ordering the project is adopted and a cooperative agreement between the Commission and the City in which the project is located is approved.

G. Notice certifying the costs must be mailed to the County by **September 1**.

DRAFT**III. PROJECTS NOT ON THE CIP LIST**

A. In **January** the Administrator requests from the member cities projects that they wish to have included on the CIP. Written applications must be meeting packet-ready. Applications should include

1. Request for consideration from the city.
2. Detailed description of project, including
 - a. Benefits to watershed, benefitting parties
 - b. Expected cost of the project, including potential grant funding and cost-sharing revenue.

c. Request for cost-share from Commission with detailed explanation of the percentage requested. (The Commission's Cost Share Policy, adopted July 2011, specifies that the Commission will pay up to 25 percent of the cost of qualifying projects.)

d. Timeline for project completion.

3. Feasibility report or study.

4. Preliminary design documents.

B. The Administrator will advise the Technical Advisory Committee (TAC) that the applications have been received and provide the TAC members with copies of the documentation.

C. Prior to the regular scheduled meeting in **March**, the TAC will convene to review the applications and gather any additional information needed in order to make a recommendation to the Commission.

D. Final packet is prepared for distribution with the meeting packet a week prior to the Commission meeting.

E. At the meeting Commission staff will present a summary of the TAC's review of the project, a summary of the dollars available in the CIP budget, the TAC's recommendation of approval/denial of the project, and the TAC's recommended cost sharing percentage.

1. The Commission will review the applications, consider the recommendations and act on the project requests. The Commission may:

- a. Approve the requests as presented.
- b. Approve the requests at a different levy/cost-share amount.
- c. Table the application, and request additional information from the City.
- d. Table the application and request further review by the TAC.
- e. Deny the application.

2. Commission directs Staff to proceed with:

- a. Minor Plan Amendment process to add projects to CIP.
- b. *And* ad valorem tax levy process, if appropriate.

F. The Commission must send a copy of the proposed Minor Plan Amendment to the member cities, Hennepin County, Metropolitan Council, and the state review agencies for review and comment, and

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must hold a public meeting to explain the amendment. This meeting must be public-noticed twice, at least seven and 14 days prior to the meeting. **(April)**

1. Hennepin County will be undertaking a parallel process of review and public hearing. The timeline for having the County Board set a public hearing date for the amendment, approve the amendment and, if the ad valorem levy is used, set maximum levies and final levies, is as follows:

April	Board Action Request (BAR) for public hearing submitted to County
May or June	BAR in committee
May or June	Board action to schedule public hearing
June	Public hearing held in committee
June	BAR for amendment approval and maximum levy submitted to County
July	BAR in committee (Commission representative must be present)
July	Board action on amendment
September	BAR for setting final levy submitted to County
October	BAR in committee
November	Board action on amendment

2. The Commission will conduct a public meeting at its regular **May** meeting. At the meeting Commission Staff will present a summary of the TAC's review of the projects, the TAC's recommendation of approval/denial of the project, and the TAC's recommended cost sharing percentage.

3. The approved Minor Amendment pages are inserted into the Third Generation Plan and distributed to the appropriate entities.

F. If the ad valorem taxing process is used:

1. A letter is sent to the county notifying them of the Commission's intent to levy. **(April)**

2. Notice of the public hearing to receive public comment on the projects brought forward is published twice in two consecutive weeks at least ten days prior to the public hearing in legal newspaper of the Commission **check on timing** and is mailed to the clerks of the member cities. Reviewing agencies will be notified of the public hearing and receive project documentation by the transmittal medium of their choice. **(July)**

3. Public hearing to receive comment is scheduled at beginning of the regular **August** meeting of the Commission.

4. If approved for county levy by a two-thirds majority vote of all eligible members, a resolution ordering the project is adopted and a cooperative agreement between the Commission and the City in which the project is located is approved.

G. Notice certifying the costs must be mailed to the County by **September 1**.

**COOPERATIVE WATER RESOURCES MANAGEMENT PROJECT
JOINT POWERS AGREEMENT
BETWEEN**

**Three Rivers Park District, City of Independence, City of Medina, and
Pioneer-Sarah Creek Watershed Management Commission**

1. PARTIES

The City of Independence (hereinafter referred to as "Independence"), City of Medina (hereinafter referred to as "Medina"), Pioneer-Sarah Creek Watershed Management Commission (hereinafter referred to as "the Commission") and the Three Rivers Park District (hereinafter referred to as "the Park District"), all being governmental units of the State of Minnesota, and acting through their respective governing bodies, hereby enter into this Joint Powers Agreement ("Agreement"). Independence, Medina, the Commission, and the Park District from time to time may be referred to hereinafter as "the Parties."

2. PURPOSE

Independence, Medina, the Park District, and the Commission recognize that intergovernmental cooperation in achieving the watershed phosphorus loading reductions assigned in the Lake Independence TMDL plan to improve water quality in the Lake is in the mutual interest of the citizens of Hennepin County and the metropolitan area. The parties enter into this Agreement to facilitate the improvement of Lake Independence water quality through the implementation of Phase 1 of the Baker Park Campground Ravine stabilization project.

3. AUTHORITY

The parties enter into this agreement pursuant to Minn. Stat. § 471.59, regarding joint exercise of powers which allows two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.

4. DUTIES OF THE PARK DISTRICT

The Park District will be responsible for:

- a. Contracting with Wenck Associates (hereafter referred to as "Consultant") from its pre-qualified consulting pool to execute the scope of work for this project (see Attachment 1 to this contract)

- b. Participation in a project coordinating committee to guide the project execution and to review and finalize project results.
- c. Coordinating timely feedback to the Consultant from a project coordinating committee comprised of one individual representing each of the parties during the project
- d. Timely payment of invoices submitted to the District by the Consultant for services performed consistent with the contract with the Consultant.
- e. Preparation and delivery of invoices to Independence, Medina, and the Commission for payment of 25% each of the invoiced amount from the Consultant for the Project (total project cost estimated at \$20,638, and maximum amount owed by each of the aforementioned organizations is \$5,159.50).
- f. Providing cost-share funding to the Project in an amount of 25% of the invoiced amount from the Consultant for the project.

5. DUTIES OF THE INDEPENDENCE, MEDINA, AND THE COMMISSION,

Independence, Medina, and the Commission will be responsible for:

- a. Designation of one individual to represent their organization on the coordinating committee for the Project.
- b. Assuring timely and responsive participation from that individual
- c. Payment of invoices submitted to the organization by the District for reimbursement of consulting costs for this Project as per Section 4.e. within 40 days of receipt of the invoice.

6. AMENDMENT

Any amendment to this agreement must be in writing and approved by the Parties. The Parties shall have full power to amend this agreement to add or delete items from the scope of this agreement upon such terms as are agreed to between the Parties.

7. TERMINATION

This agreement will terminate upon completion of Phase 1 of the Baker Park Campground Ravine stabilization project. Notwithstanding, any party may terminate this Agreement for any reason by providing 60 days written notice to the other party. In the event of termination, all parties will pay pro rata for that portion of the Project completed in accordance with Sections 4 and 5.

IN WITNESS WHEREOF, the parties have caused this joint powers agreement executed and effective as of the date of signature of the last party to the agreement.

Dated: 2/23/16

City of Independence



Marvin Johnson, City Mayor



Mark Kaltsas, City Administrator

City of Medina

Dated: 3/23/16



Bob Mitchell, Mayor



Scott Johnson, City Administrator

Pioneer-Sarah Creek Watershed
Management Commission

Dated: 3/17/16



Mike DeLuca, Chair



Judie A. Anderson, Exec. Secretary

Three Rivers Park District

Dated: 4/07/16



John Gunyou, Chair



Boe Carlson, Superintendent and
Secretary to the Board



Responsive partner.
Exceptional outcomes.

**ACCEPTANCE OF BAKER PARK REESERVE CAMPGROUND RAVINE SUBWATERSHED
SCOPE OF SERVICES AND BUDGET**

I hereby authorize Wenck to proceed with the work outlined in the attached scope of services and budget and in adherence with the attached General Terms and Conditions.

This 4th day of April, 2016.

By

Thomas K. McDowell

Title

Associate Superintendent

Attachments:

January 11, 2015 letter proposal to Rich Brasch
General Terms and Conditions



Responsive partner.
Exceptional outcomes.

January 11, 2015

Mr. Rich Brasch

Natural Resources Director
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

RE: Baker Park Reserve Campground Ravine Subwatershed Assessment Scope of Services and Budget

Dear Rich:

Thank you for the opportunity to work with you on the Baker Park Campground Ravine Subwatershed BMP Assessment.

Project Understanding:

I understand that the Three Rivers Park District (TRPD) and others are interested in stabilizing an eroding channel adjacent to the campground in Baker Park Reserve, which discharges to the south shore of Lake Independence. Most of the 80 acre contributing watershed is split between the City of Independence and the City of Medina, with a very small portion lying within the City of Maple Plain. Almost all of the land in the City of Medina is within Baker Park.

The Lake Sarah and Lake Independence Stormwater Retrofit Analysis identified the ravine (Site GS-50) as a significant source of TSS and TP loading to Lake Independence and proposed improvements to stabilize the ravine that appear very cost-effective. The improvements were focused on improvements within the ravine itself. This study would dovetail with that effort by looking at the potential opportunities in the contributing watershed to reduce storm water-driven inputs to the ravine closer to the source. It is anticipated that once identified, any reasonable and feasible BMP projects identified could be undertaken as new development or re-development (including road re-construction) occurs in the contributing watershed to maximize their cost-effectiveness.

The channel stabilization will be completed in two phases.

1. The first phase will be **Identifying Potential BMPs** in the contributing watershed that will reduce runoff rates, runoff volumes, and pollutant loads discharging to Lake Independence.
2. The second phase will be **Channel Stabilization**.

This scope of work and budget is for the first phase.

Project Scope/Approach: Phase 1 – Identifying Potential BMPs

Wenck will work with a project team comprised of 1-2 representatives from the cities of Independence and Medina along with TRPD to develop a list of potential BMPs throughout the watershed that will cause reduced flow rates and runoff volumes to the Baker Park

Mr. Rich Brasch
 Natural Resources Director
 Three Rivers Park District
 January 11, 2015



campground ravine. The proposed BMPs, in turn, will have the benefit of reducing ravine erosion and lessening sediment and phosphorus discharges to Lake Independence. It is anticipated that Wenck will contract directly with TRPD for these services, and that the role of the other organizations to technically and financially support this project will be spelled out in a cooperative agreement between TRPD and those organizations.

Wenck will use available data from TRPD, the cities, and a site review to build HydroCAD and P8 models that calculate flow rates, runoff volumes, pollutant loads and in-channel velocity, depth and shear stress. During the site review and model development, BMP options will be considered for insertion into the HydroCAD and P8 models to evaluate their effectiveness.

During a January 7, 2016 meeting at the Wenck Maple Plain office Joe Baker noted three potential BMP's he'd like to have included in the analysis: 1. Either treatment of or transfer of runoff from the residential area bounded by Highway 19 and Sycamore Trail to Katrina Lake, 2. Construction of a storm water pond in the southwest quadrant of Highway 19 and Perkinsville Road and 3. Several rain gardens or side channel interceptions to treat and/or divert flow on the east/west running section of Highway 19.

The best BMP or several BMPs will be selected for each subwatershed through an analysis of their construction cost, operation and maintenance cost, land acquisition/ownership, and relative benefit. One summary sheet will be prepared for each subwatershed. A meeting will be held with the project team to review the potential BMP options and a final report will be completed after the BMPs are selected.

Task Descriptions:

1. **Review of subwatershed report.** Wenck staff will review the subwatershed assessment information for subwatershed GS-50 presented in the Lake Sarah and Lake Independence Stormwater Retrofit Analysis to determine their level of comfort with the technical approach taken and the estimated load reduction potential presented in that report. Wenck will discuss their findings with the project team in a conference call if necessary.
2. **Kick-off meeting.** A meeting will be held with the project team and Wenck with the purposed of reviewing the scope of work and schedule, present available data, and discuss other coordination and project matters. At this meeting Wenck will have a preliminary construction cost estimate for the BMP options of a storm water pond at the southwest corner of Perkinsville Road and Highway 19 and a flow diversion for the Sycamore Trail residential area to Katrina Lake.
3. **Existing conditions HydroCAD model.** The best available information from TRPD, the cities, Hennepin County GIS, and a site inspection of the watershed will be used to delineate sub-watersheds and construct an existing conditions hydrology and hydraulic model to calculate flow rates and runoff volumes. Wenck anticipates the assessment will include 10 subwatersheds.

Mr. Rich Brasch
Natural Resources Director
Three Rivers Park District
January 11, 2015



4. **Existing conditions P8 water quality model.** The information used to generate the HydroCAD model will be used to produce a water quality model that determines the pollutant removal for each current and proposed BMP.
5. **Proposed condition HydroCAD model.** The existing HydroCAD model will be expanded to include potential BMPs. The flow rates and runoff volumes will be compared to determine the effectiveness of each current and proposed BMP.
6. **Proposed condition P8 model.** The existing P8 model will be expanded to include potential BMPs. The sediment and total phosphorus pollutant loads will be compared to determine the effectiveness of each current and proposed BMP.
7. **BMP meeting.** Wenck will compile the proposed BMPs by subwatershed, estimate construction costs, O&M costs, and life cycle costs per pound pollutant removed and present the information to TRPRD. The feedback from the project team will be used to finalize the proposed list of BMPs.
8. **Finalize the HydroCAD and P8 models** with BMP modifications based on the feedback from the project team.
9. **Final subwatershed assessment report.** A final report with modified BMPs, updated costs, hydrology and water quality benefits will be prepared and presented to the project team. The report will include an estimate of the flow volume as well as the total watershed loads of TSS and TP contributed from each jurisdiction (the cities as well as TRPD) under current conditions, taking into account the effect of any BMP's already installed.

Budget:

To provide the services outlined above, Wenck proposes a project budget of \$20,638.

On behalf of the 250+ employee-owners of Wenck, thank you for this opportunity to work with you on this project. Should you have any questions, or need clarification of anything presented in this proposal, please do not hesitate to call me at 763-479-4208.

Sincerely,

Wenck Associates, Inc.

Ed Matthiesen, P.E.
Project Engineer, Principal

GENERAL TERMS AND CONDITIONS

Article 1 Our Agreement

1.1 Our agreement with you consists of these General Terms and Conditions and the accompanying written proposal or authorization (Agreement). This Agreement is our entire Agreement and supersedes all prior agreements. This Agreement may be modified only in a writing signed by us, making specific reference to the provision modified. Directing us to start work prior to execution of this Agreement constitutes your acceptance of this Agreement.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 Any conflicting or additional terms in a purchase order, work order, or other form used to authorize our services are not part of our Agreement unless we specifically accept them in writing. If we cannot agree on mutually acceptable terms, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Article 2 Our Responsibilities

2.1 We will provide the services specifically described in our Agreement. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our services, we will use that degree of care and skill ordinarily exercised by reputable members of our profession practicing under similar circumstances in the same locality at the same time.

2.3 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.4 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing. You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us.

2.5 Our estimates of construction or remediation costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

2.6 Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and that site conditions may change over time.

Article 3 Your Responsibilities

3.1 You agree to provide us with all site information and data to which you have access which may affect our services. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

3.2 You will provide access to the site. In the course of our work some damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site but we will not be responsible for reasonable or normal damage. We have not included the cost of restoration of such damage in the estimated charges.

3.3 You agree to provide us with information in your possession or control relating to contamination at the work site.

3.4 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

3.5 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

3.6 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Article 4 Reports and Records

4.1 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.2 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.3 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

GENERAL TERMS AND CONDITIONS

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Article 5 Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainer will be withheld.

5.5 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.6 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation.

5.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Article 6 Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to

those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the proceeds from available insurance.

6.4 You agree to indemnify and defend us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.5 The prevailing party in any action relating to this agreement shall be entitled to recover its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury.

Article 7 General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Article 8 Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.



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FY 18 - 19 Biennial Budget Request

Pioneer-Sarah Creek WMC

Total Requested Biennial State Contribution:	\$95,250.00	BBR ID	BBR16-9266
Total Leveraged Funds	\$196,500.00	Submitted Date	4/15/2016
Total Resource Project and Activities Budget	\$291,750.00	Staff Contact	Amy Juntunen
Total BMPs	7	Board Conservationist	Steve Christopher
Total FTEs	0.75		

Water Resources of Concern

Primary Water Resource of Concern	Water Resource Category	Watershed	Impairments	Trend
Schendel Lake#	Surface Water	North Fork Crow River	Unknown	Not Enough Data
Hafften Lake#	Surface Water	North Fork Crow River	Unknown	Not Enough Data
Lake Sarah#	Surface Water	North Fork Crow River	Yes	Up
Lake Independence#	Surface Water	North Fork Crow River	Yes	Down
Schwauppauuff Lake#	Surface Water	North Fork Crow River	Unknown	Not Enough Data

Activity Summary#

Water Resource Name	Lake Independence		
Activity Description	Ravine restoration and upstream improvements for Baker Campground Ravine which drains to Lake Independence. Stormwater from 80 acres flows into the ravine contributing 374 lbs of phosphorus to Lake Independence each year. A study is currently in process to identify BMPs to reduce runoff rates, volumes, and pollutant loads received through the ravine. Once those BMPs are installed, a second phase to stabilize the ravine to reduce future erosion will occur.		
Activity Category	Special Projects	Capital Improvement Project?	Yes

Source of State Contribution#	BWSR Clean Water Fund - Projects and Practices	Estimated # of FTEs	
Total Requested Biennial State Contribution#	\$60,000.00	Estimated Number of Practices	6
Estimated Leveraged Funds#	\$120,000.00	Plan Type	Watershed Management Plan (Watershed Districts and Watershed Management Organizations only)
Projects & Activities Budget	\$180,000.00	Action or Objective (from plan)	Table F.1 of the Watershed Management Plan identifies project IN-4. This is also a major objective in addressing the Lake Independence TMDL
Describe how this activity could be accomplished in the biennium	The Watershed has partnered with the Cities of Independence, Medina, and Three Rivers Park District to complete the study to identify BMPs in 2016. The project is on the CIP as IN-4 and BMP installation will be a priority for the Commission. Funds have been set aside to complete BMP installation in partnership with member cities		

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Water Resource Name	Lake Sarah		
Activity Description	<p>The Lake Sarah Improvement Association (LSIA) has been executing their MN DNR approved Lake Vegetation Management Plan (LVMP), which provides for a 5 year whole lake treatment approach to gain control of Curly Leaf Pondweed (CLP), an invasive species that has been present in the lake for 20+ years and became the dominant species of vegetation in Lake Sarah.</p> <p>This LVMP was written in full alignment with the TMDL Implementation Plan approved by the MPCA in 2011, and in response to the TMDL study completed earlier in 2011.</p> <p>The LVMP specifically calls for:</p> <p>Curly leaf pondweed will be whole lake treated using an early season application of endothol. Applying herbicides in early spring increases the selectivity by targeting CLP at a time when these invasive species are actively growing and when many native species remain dormant. Chemical application will occur prior to the seasonal active growth phase of native plants to specifically target curly-leaf pondweed before the development of viable turions (seeds).</p>		
Activity Category	Special Projects	Capital Improvement Project?	Yes
Source of State Contribution#	BWSR Clean Water Fund - Projects and Practices	Estimated # of FTEs	
Total Requested Biennial State	\$10,000.00	Estimated Number of Practices	1

Contribution#			
Estimated Leveraged Funds#	\$26,000.00	Plan Type	Watershed Management Plan (Watershed Districts and Watershed Management Organizations only)
Projects & Activities Budget	\$36,000.00	Action or Objective (from plan)	Table F.1. of the Third Generation Plan identifies this project as IN-5 in 2017 and IN-6 in 2018. This project also addresses the Lake Sarah TMDL
Describe how this activity could be accomplished in the biennium	The Lake Sarah Improvement Association has partnered with the Commission and TRPD to fund this project.		

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Water Resource Name	Lake Independence		
Activity Description	Sediment sampling in Lake Independence for the purpose of accurately estimating internal loading in the impaired water.		
Activity Category	Monitoring/Data Collection	Capital Improvement Project?	Yes
Source of State Contribution#	BWSR Clean Water Fund - Projects and Practices	Estimated # of FTEs	0.25
Total Requested Biennial State Contribution#	\$9,250.00	Estimated Number of Practices	
Estimated Leveraged Funds#	\$18,500.00	Plan Type	Watershed Management Plan (Watershed Districts and Watershed Management Organizations only)
Projects & Activities Budget	\$27,750.00	Action or Objective (from plan)	Table F.1. of the Third Generation Management Plan lists this item as ME-5
Describe how this activity could be accomplished in the biennium	The Commission, in partnership with Three Rivers Park District and the City of Medina, has set aside funds for this project		

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Water Resource Name	Lake Sarah		
Activity Description	Sediment sampling in Lake Sarah for the purpose of accurately estimating internal loading in the impaired water.		
Activity Category	Monitoring/Data Collection	Capital Improvement Project?	Yes

Source of State Contribution#	BWSR Clean Water Fund - Projects and Practices	Estimated # of FTEs	0.25
Total Requested Biennial State Contribution#	\$6,000.00	Estimated Number of Practices	
Estimated Leveraged Funds#	\$12,000.00	Plan Type	Watershed Management Plan (Watershed Districts and Watershed Management Organizations only)
Projects & Activities Budget	\$18,000.00	Action or Objective (from plan)	Table F.1. of the Third Generation Management Plan identifies this project as IN-8
Describe how this activity could be accomplished in the biennium	The Commission, in partnership with TRPD and City of Independence will fund the project.		

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Water Resource Name	Hafften Lake		
Activity Description	Complete subwatershed assessments to identify BMPs to be installed to improve the water quality of Hafften, Schendel, and Schwappauff Lakes.		
Activity Category	Monitoring/Data Collection	Capital Improvement Project?	Yes
Source of State Contribution#	BWSR Clean Water Fund - Projects and Practices	Estimated # of FTEs	0.25
Total Requested Biennial State Contribution#	\$10,000.00	Estimated Number of Practices	
Estimated Leveraged Funds#	\$20,000.00	Plan Type	Watershed Management Plan (Watershed Districts and Watershed Management Organizations only)
Projects & Activities Budget	\$30,000.00	Action or Objective (from plan)	Table F.1. of the Third Generation management plan identifies this items as GR-1 in 2018
Describe how this activity could be accomplished in the biennium	The City of Greenfield has created a stormwater district to fund projects and studies, and will partner with the Commission to complete the assessments		

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City of Greenfield – “manure ordinance” suggested amendments – proposed to go on May 3, 2016 City Council agenda for consideration.

(G) Livestock and domestic farm animals.

- (1) Applicability. Provisions of the ordinance codified herein that apply to the owner of animals apply equally to any person having the custody or possession of that animal.
- (2) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
 - (a) ANIMAL UNIT. A unit of measure comparing the size of domestic farm animals as follows:

Animal	Animal Unit
One cow, llama, horse, ostrich or similar animal	1.0
One hog, sheep, goat, alpaca or similar animal	.5
One domestic fowl or similar animal	.05

- (b) DOMESTIC FARM ANIMAL/LIVESTOCK. Cattle, hogs, horses, bees, sheep, goats, chickens and other animals and fowl commonly kept for food production.
 - (c) AT-LARGE. Off the premises of the owner or person responsible for the livestock.
- (3) General provisions. The following shall apply to § 152.056 Agricultural Preserve and § 152.055 Rural Residential Zoning Districts:
 - (a) Where the principal use is a single-family dwelling, livestock at a maximum density of 1 animal units per the first 1-1/2 acres of land and 1 additional animal unit per each additional acre of land thereafter. Property owners shall be responsible for management and proper disposal of animal waste. This shall include:
 1. All regulations imposed by the Minnesota Pollution Control Agency (MPCA) relating to the keeping of livestock or domestic farm animals shall be adhered to, and such regulations shall be considered the minimum safeguard necessary to prevent pollution of natural sensitive areas or the creation of a health hazard;

2. Land application of manure will need to be compliant with the Minn. Rules 7020.2225;
- ~~3. Keeping from wells and septic systems. Keeping animal waste storage or composting of areas a minimum of 75 feet away from wells and primary and secondary septic systems; and~~
3. Structures or buildings used to house animals shall meet all applicable setback requirements for accessory structures as stated in City Code Chapter 152.
4. Concrete manure containment areas or composting areas must be constructed, the design of which shall be consistent the recommendations of the University of Minnesota Extension Service, and setbacks in compliance with those stated for accessory structures in City Code Chapter 152.

(a) The site shall install runoff retention and vegetative infiltration systems, consistent with the recommendations of the University of Minnesota Extension Service, down slope from the manure containment area.

(b) Diligent effort shall be made to prevent the cribbing of trees in or near pastures, and efforts to maintain grass in the pastures by limiting use thereof as appropriate and by providing supplemental feed to prevent over grazing by instituting a pasture management program in accordance with the recommendation of the University of Minnesota Extension Service.

5. Violations.
 - a. Complaint process. Any resident who believes there is property located within the corporate limits of the city which had excessive odors or other nuisances related to manure in violation of this section, shall make a ~~written complaint signed, dated and filed-~~ complaint with the City Administrator-Clerk or Minnesota Pollution Control Agency.
 - b. ~~Notice of violations. The Mayor or his or her authorized designee shall make an inspection within 3 days of a complaint location to determine if a violation of this section has occurred. Written notification in the form of a destruction order shall be forwarded to the property owner. The written notice shall be sent by certified mail, return receipt~~

~~requested. Within 10 days after the mailing of the notice, the property owner shall remove the manure. The city may cause the manure to be removed following the 10 day period.~~

- ~~c. Appeals. The property owner may appeal by filing written notice of objection with the City Administrator Clerk within the 5 days of the notice. It is the property owner's responsibility to demonstrate that the matter in question is not in violation of this section and should not be subject to destruction under this section.~~
- ~~d. Liability. Property owners shall be liable for all costs of removal of noxious manure. The city shall bill the property owner for employees hourly rate, equipment and supplies that may be used. The City Council shall assess the property owner any amount unpaid 90 days after the date of the invoice.~~

DRAFT AGENDA IDEAS FOR Pioneer Sarah Community Workshop

Meeting Purpose: To host a community conversation that addresses the need to develop water quality restoration priorities as well as define actions, roles and responsibilities for implementing solution strategies in the Pioneer-Sarah Creek Watershed.

Before the meeting: PSCWMC, Three Rivers Park District, and MPCA will develop a discussion guide (4-6 pages of graphics and plain language) to be read by the public prior to attending the meeting and for purposes of guiding the community conversation. (outline of discussion guide on pg. 3)

Pre-Work: All attendees are asked to read the Discussion Guide prior to the meeting so that the conversation can be most productive and useful to attendees and conveners.

Workshop Outline: 6:00-8:30

6:00-6:30 **Free Dinner – sandwiches, or pie/coffee**

6:30-6:40 **Welcome/ Introductory Remarks**

Commissioners - Go over meeting purpose – We are moving from data and information to action. We are asking for your feedback on the way we have prioritized implementation activities. We would also like to know what role you would like to play and how we can support citizens in restoring and protecting our waters.

6:40 – 7:10 **Small Group Dialogues (4-6 people per table) – Selecting Our Priorities for Action** – *facilitators chosen ahead of time will lead discussion and take notes*

- 1) From what you learned at the two previous meetings and from the discussion guide, what waterbodies in this watershed are most impacted by pollution (which gets the poorest grade)?
- 2) The Three Rivers Park District and the Pioneer-Sarah Creek WMC have developed criteria for determining which waterbodies in the watershed will receive attention and action first. Their criteria for selection are outlined on page **xx** of the Discussion Guide.

Are these criteria complete? Correct? Are there other criteria that the WMO should consider when selecting priorities and focusing limited resources?

- 3) Based on those criteria, the Commissioners selected Lake Independence and Lake Sarah as their priorities. South Whale Tail Lake was identified as a priority as a result of the WRAPS project. We have also developed some draft goals for those lakes and a suite of practices we feel would be most beneficial to address their impairments.
- 4) Do these draft priorities and goals make sense to you? If not, why not? What waterbody(ies) would you select? Why?

Record discussions at each table.

- 7:10-7:20 Group sharing (have a few groups only report out against these questions)**
- Have the appropriate criteria been used to select for priority action? If not what other recommendations do you have?
 - Have the right priority waterbodies been selected for action?
- 7:20-7:35 City of Independence priority projects, Joe Baker:** highlight projects City of Independence has implemented and what they will be focusing on in the next year:
- Selsted property
 - Development project example
 - Baker Park Campground Ravine Stabilization Feasibility project (Joe and Rich)
- 7:35-7:45 WRAPS priority project, Rich Brasch:** South Whale Tail, opportunity to delist water body and improve North Whale Tail
- 7:45-7:55 City of Greenfield priority projects, Tom Cook –** highlight priority projects identified in Dance Hall Creek Subwatershed Assessment that Greenfield will be focusing on in the next year and the manure management ordinance that Greenfield is adopting
- 7:55-8:15 Small Group Dialogues: Roles, Responsibilities and Expectations for Moving Forward**
- From what you learned from the presentations and reviewing the implementation goals for the priority waterbodies (see page xx of the Guide).
- 1) Are these goals adequate? Are others needed? What other practices could be beneficial to improving water quality? Why?
 - 2) What is needed most to move forward to implementation?
 - 3) What community assets/resources are available that can be dedicated to this work? What skills and resources are still needed?
 - 4) How can the WMC support your efforts?
- 8:15-8:25 Group Sharing (have a few groups only report out against these questions)**
- What assets are available?
 - What skills and resources are still needed?
 - What role can the commission play?
- 8:25-8:30 Closing**
- 1) Explain how the WMC and TRPD will review ideas and concerns before making a final decision about how to move forward. Tell them you will also accept written comments.
 - 2) Ask that each table summarize table conversation and give feedback to Amy.

- 3) Ask people to fill out a card if they see a role for themselves as work on each priority lake moves forward.

Discussion Guide Contents:

- Outline the purpose of the guide
- Provide a brief synopsis of water quality conditions for each waterbody. Use report card approach to assessing condition.
- Show up to three priority waterbodies where action/implementation has been prioritized.
- List the technical/civic criteria used to select those priority waterbodies. Be as transparent as possible.
- For each priority waterbody, provide a list of proposed BMPs that should be applied to achieve water quality improvements and how they will help to achieve pollutant reductions (short summary)

MEMORANDUM

TO: Pioneer-Sarah Creek Watershed Management Commission
 FROM: James Kujawa, Hennepin County Dept. of Environment and Energy
 DATE: April 14, 2016
 SUBJECT: Staff Report

2013-04 Franklin Hills Second Addition, Independence. This is a 41-acre site located at the westerly terminus of Franklin Hills Road approximately one mile south of CR 11 on the west side of CR 90. There is currently one home site on this parcel. It is proposed to be subdivided into six residential lots. Grading is proposed for the extension of Franklin Hills Road into two cul-de-sacs, or approximately 1100 feet of public street access to the new lots. An existing pond will also be expanded during the grading process. Each home site will be graded individually when building permits are issued. At their September 2013 meeting, the Commission approved site plans with three conditions. These conditions have been met with the exception of the Commission's receipt of the final O&M plan recorded document. The developer and City are still working on finalizing the plat and recording of all documents, including the O&M plan. The City stated they will be recording the document and will provide a copy to the Commission.

2014-08. Pioneer Creek Golf Course. The applicant is requesting to clean out one of two culverts on Pioneer Creek at the old Kuntz Crossing road on their property. One of the culverts has become 1/3 full of sediment, creating excess flooding within the golf course during high water conditions. They are also requesting a permit to grade within the floodplain of the creek near fairway #1.

At their August 2015 meeting, the Commission approved Staff's findings dated August 13, 2015 contingent that: 1) The floodplain mitigation figures be provided for review and meet the Commission's standard of no-net increase in floodplain fill, 2) The City of Independence provide grading plan approval, and 3) An as-built survey of floodplain earthwork with cut and fill balance calculations be provided to the Commission. The only outstanding item is the as-built survey after the work is completed. The work and survey are proposed to be completed in the spring of 2016.

2015-02 Serenity Hills, Independence. This is a 56-acre agriculture parcel that straddles both sides of Koch's Crossing just west of Independence Road. The applicant is proposing to subdivide the property into a cluster type development with 14 single-family residential lots (29.5 acres) and two large outlots (26.5 acres). As part of this project, Koch's Crossing is proposed to be vacated and relocated 700 feet south of the current road. This development triggers the Commission's review for stormwater management (quantity and quality), grading and erosion control. The project review and findings were included in the February packet. This project was approved by the Commission at their July meeting contingent upon: 1) The appropriate pipe or rock rip rap channel being designed for water flows over the stream bank in the NE corner of Outlot A, and 2) the City of Independence agreeing to maintain the stormwater facilities, or a stormwater management agreement and operation and maintenance plan being approved by the City and the Commission and recorded on the property deed. The recorded document must be provided to the Commission. Item 1 has been resolved, Item 2 is still pending. No new information has been received.

2015-07w 7325 Pioneer Trail Wetland Violation, Greenfield. Contacts from the property owner have been limited. After approximately five phone messages and two site visits, he finally provided Staff with his email contact. Staff sent him an email outlining the process to resolve a filling violation. After a call from the DNR, the property owner has been in contact with our office and has requested a PSCWMC application for an exemption. At this time he is trying to decide if he would like to remove the fill material or receive a de minimis exemption. The landowner has decided to voluntarily remove the fill and restore the wetland impacts. Correspondence outlining the details and timelines *gave him until May 15, 2016 to complete the work.*

2015-10 Highway 55 Mini-storage, Medina.* At the October 2015 Commission meeting the applicant requested a waiver to our fee schedule on this project. The Commission denied the request. Revisions to the site plans were received in October. At their November 2015 meeting the Commission approved this project contingent upon 1) the soil amendment areas and iron enhanced filtration basin being protected by a drainage and utility easement and included in the site's utility maintenance agreement, and 2) the buffer areas having a conservation easement recorded over them. Easement and maintenance agreement language was provided in the developer's agreement put together by the City of Medina. Recorded documents will be submitted to the Commission when they are filed with the County.

2016-01 CenterPoint Budd Avenue Project, Maple Plain.* No-loss wetland determination request. This project is proposed to install 1,432 feet of a 2 inch diameter natural gas pipeline. The pipeline will be installed along the westerly right of way on Budd Avenue. A wetland no-loss/exemption application was requested for the portion of the pipeline that crosses under an existing wetland located approximately 525 feet north of Independence Street. To reduce the area and volume of land disturbance, the complete project will be installed via directional boring. Approximately 0.1 acres will be disturbed at four primary bore/tie-in sites. The disturbance sites are well outside of the wetland areas and will not temporarily or permanently impact the existing wetland area previously mentioned. A no-loss determination was made by Staff and noticed per WCA requirements.

Gehrman Potential Wetland Violation, 2319 South Lakeshore Drive, Independence.* Independence is the local government unit (LGU) in charge of administering the Wetland Conservation Act (WCA) for this site. In the fall of 2015 this site was reported to the DNR Conservation Officer for a possible wetland violation. A Technical Evaluation Panel (TEP) comprised of representatives from BWSR, the LGU, and SWCD was held on the property on March 10, 2016. Gehrman felt it was an impoundment constructed prior to the 1930's and he felt his work restored it to its pre-settlement condition. The landowner requested until April 1 to provide the TEP historic information (pre 1930's) on the wetland and what his ultimate restoration plans would be to achieve the pre-settlement condition. The TEP agreed to his request and will meet once the information is received. As of this update, no new information has been received.

Potential Wetland Violation, 5275 County Road 11, Independence. A complaint was received concerning some ditching and a potential wetland violation on the south side of CSAH 11 near Lake Sarah. Staff's initial drive-by and office investigations indicated the ditch was constructed to drain a wetland. The City of Independence was made aware of the situation. Independence is the LGU in charge of administering the WCA for this site. A TEP meeting will be held on the property when schedules permit.

Potential Wetland Violation, 5190 Pioneer Trail, Greenfield.* The City of Greenfield contacted Staff about complaints of a possible wetland violation and mud issues at this address. The Commission is the LGU in charge of administering the WCA for this site. A site inspection revealed no WCA violation, but that someone with an ATV/4-wheel drive had been driving around in the wetland, rutting it up and destroying any vegetation that existed. The City was informed that no WCA issue existed but they may want to check to see if any of their ordinances were violated. Because this is also a DNR protected wetland, the DNR was also contacted. It most likely is a violation of statute 87.773.2(2) -- carelessly upsetting the natural and ecological balance of a wetland and a citation will be issued.


LAKE INDEPENDENCE TMDL

Ardmore Subwatershed Assessment. Hakanson-Anderson and the Hennepin County Department of Environment and Energy have submitted a joint proposal to the City of Medina to help locate, prioritize and provide a cost/benefit analysis for BMPs within this subwatershed to Lake Ardmore and the Independence Beach area of Lake Independence. H-A will provide analysis for the more urban areas of the watershed and the County will provide analysis for the more rural areas. The Metropolitan Association of Conservation Districts' technical committee has approved a \$7,000 grant for the assessment. *The final report is scheduled to be discussed with the City Council at a work session on April 19.*

PIONEER-SARAH CREEK WRAPS

The agreement for Phase 2 of the Pioneer Sarah Creek WRAPS project was executed by MPCA on July 8, 2015. Phase 2 extends to June 30, 2017 and is the final phase of the project. The overall outcome of this project will be a WRAPS Plan and TMDL Study that provides quantitative pollutant load reduction estimates and a set of pollutant reduction and watershed management strategies to achieve water quality standards for impairments within the watershed. *The Technical Stakeholders Group met on Wednesday, March 2, at Independence City Hall.* The third Community Conversation is scheduled for Wednesday, June 29, 2016.

Z:\Pioneer-SarahCreek\TechMemos\Tech Memos 2016\April Tech Memo.docx


Interactive Maps

Type an address or a property ID (PID) [Search help](#)

Tools Legend

Natural Resources

Go to Natural Resources links

Clear results

PID:	2511924430003
Address:	5190 PIONEER TR GREENFIELD, 55357
Owner Name:	BRANDON R KLATKE
Acres:	3.26

Click inside the selected parcel for detailed point results and coordinates

Click the items with a + below to view results

+ Land Cover Present

No Ecologically Signif. Area Present

No Natural Resource Corridor Present

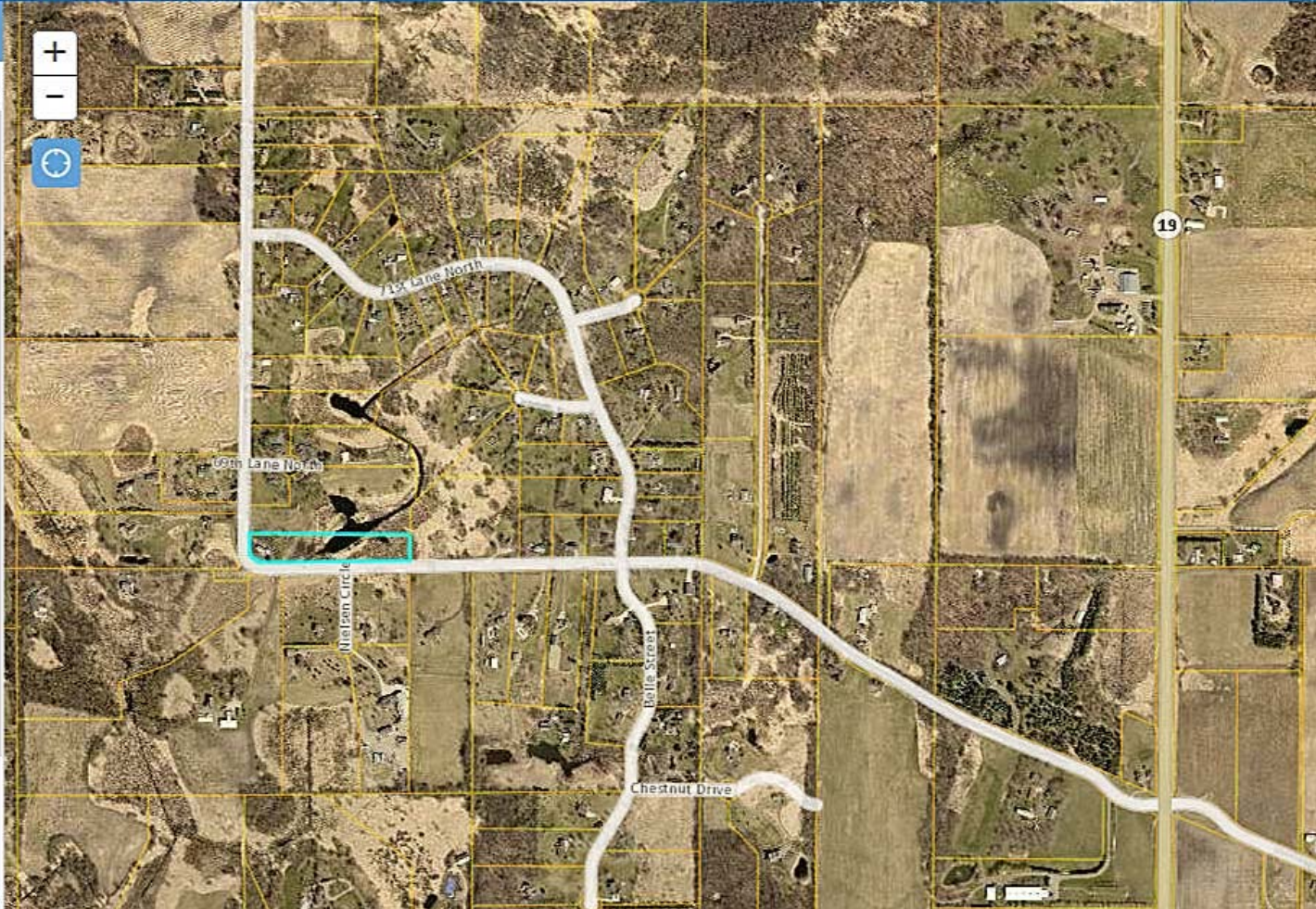
+ Soils Present

No Conservation Easements Present

+ DNR Public Waters Present

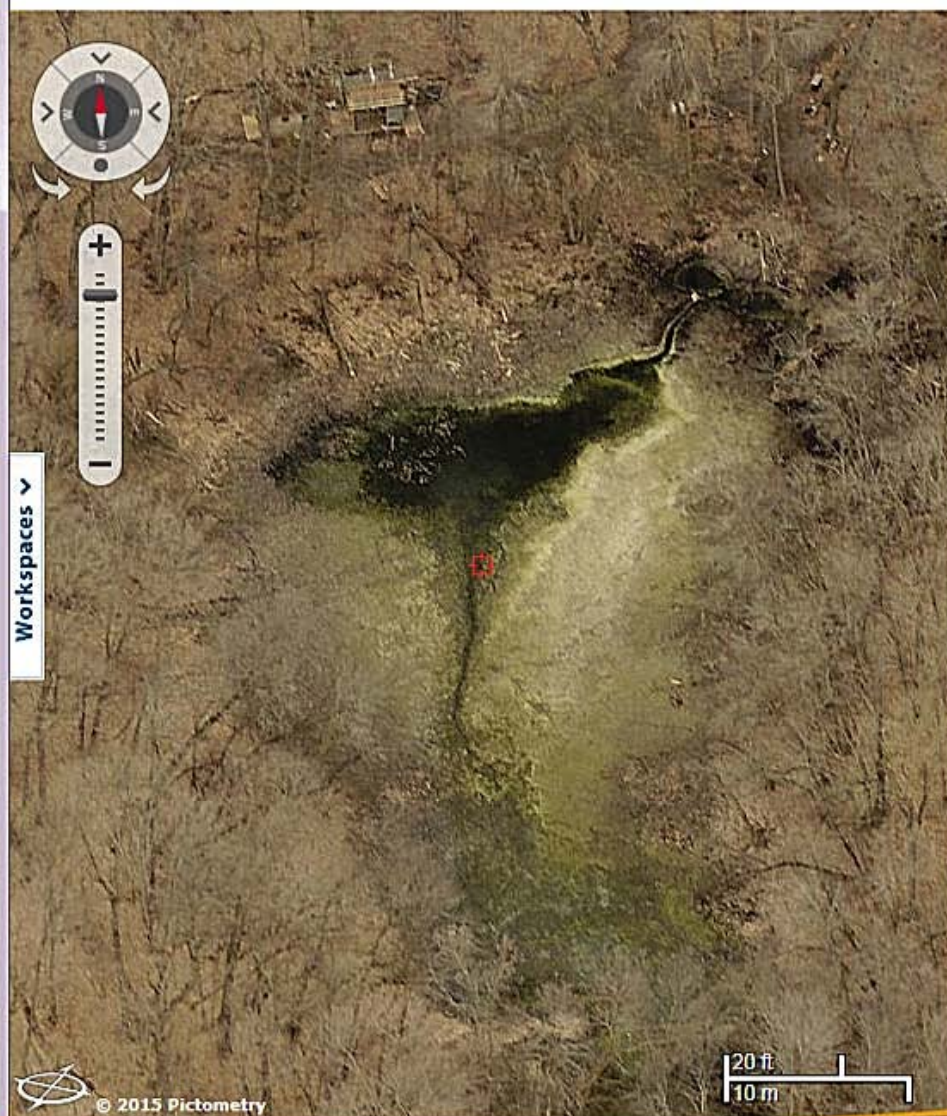
+ Floodplain Present

+ Wetlands Present

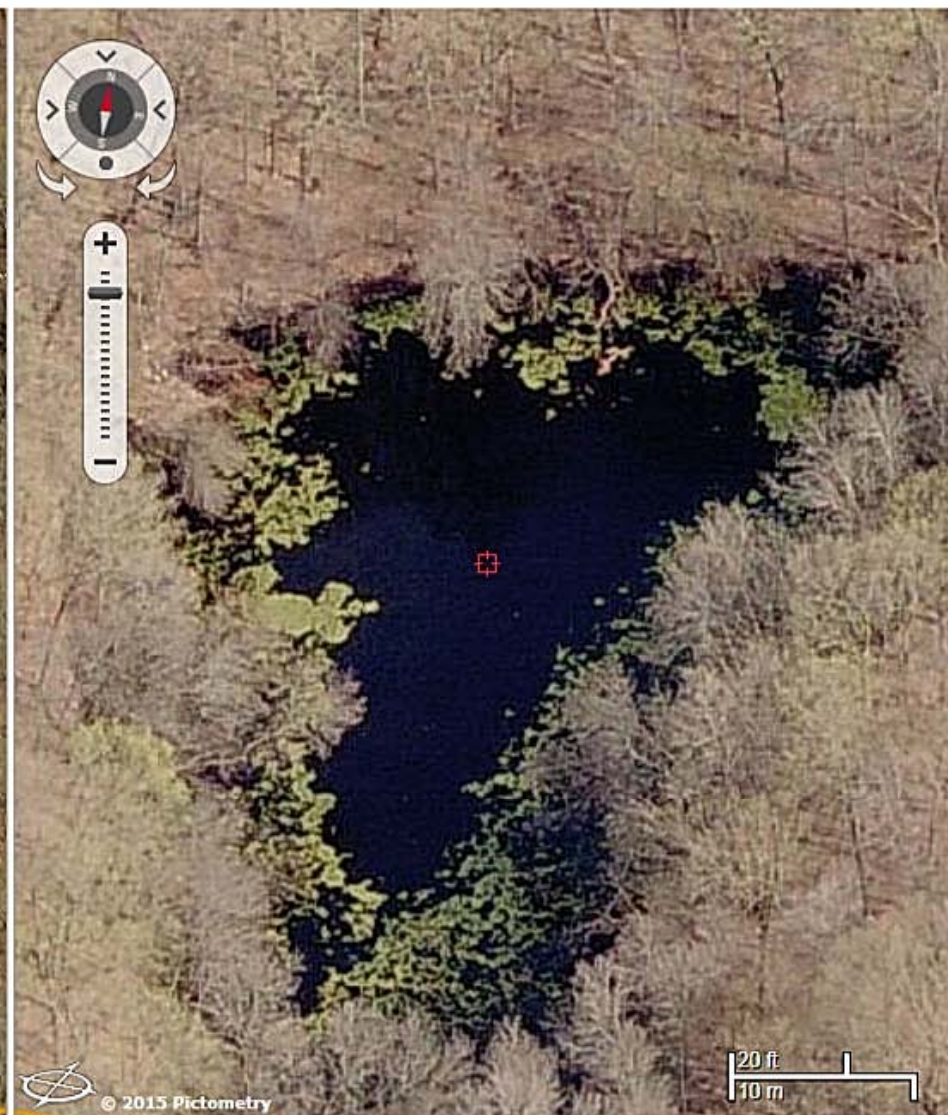




CONNECTEXPLORER™



map: Auto ▾ 04/16/2015 (2015) ▾ < image 1 of 3 >



map: Auto ▾ 05/04/2008 (2008) ▾ < image 1 of 3 >

ADMINISTRATIVE OFFICE: 3235 Fernbrook Lane N • Plymouth, MN 55447
763.553.1144 • Fax: 763.553.9326 • judie@jass.biz

TECHNICAL ADVISOR: Hennepin County Environment and Energy Department
701 Fourth Avenue S. MC 609 • Minneapolis, MN 55415
612.348.7338 • james.kujawa@hennepin.us

Center Point Energy Budd Ave. Project **Maple Plain, Project #2016-01**

Project Overview and Findings: This project is proposed to install 1,432 feet of a 2 inch diameter natural gas pipeline. The pipeline will be installed along the westerly right of way on Budd Avenue. A wetland no-loss/exemption application was requested for the portion of the pipeline that cross under an existing wetland located approximately 525 feet north of Independence Street.

To reduce the area and volume of land disturbance, the complete project will be installed via directional boring. Approximately 0.1 acres will be disturbed at four primary bore/tie-in sites. The disturbance sites are well outside of the wetland areas and will not temporarily or permanently impact the existing wetland area previously mentioned.

Throughout the project perimeter sediment controls, inlet protections and permanent vegetation restoration is proposed.

Applicant: CenterPoint Energy, Chris LaNasa, 501 61st Str. W., Minneapolis, MN 55419.
Phone: 612-861-8471. Email: chris.lanasa@centerpointenergy.com

Agent: Merjent, Inc. Chad Anderson, 800 Washington Avenue N, Suite 315, Minneapolis, MN 55401. Phone: 612-924-3964. Email: canderson@merjent.com

Exhibits:

- 1) PSCWMC Request of Plan Approval and fee of \$150 received March 25, 2016.
- 2) Correspondence to PSCWMC regarding Budd Avenue-Maple Plain Project, dated March 24, 2016.
- 3) City of Maple Plain Budd Avenue Street and Utility Project Joint application form for activities affecting water resources in Minnesota.
- 4) Budd Avenue Project CenterPoint Energy Site Plan, design date of 3/15/16
- 5) Adlon Addition existing conditions plan by Gronberg and Associates, unsigned, dated 12/14/07 with last revision date of 2/4/08

Conclusion:


No work within wetlands will occur.

- 1) Erosion and sediment controls will consist of corridor containment of sediment using;
 - Silt fence located on the downhill side of the project area
 - Temporary and permanent seeding to disturbed areas during construction for any area open for more than 14 days.
 - BMPs as necessary to prevent blowing dust.
 - Grass buffer zones where possible.
 - Minimizing vegetation removal

- Drilling mud for directional bores to be contained in leak proof storage structures.
- Restoration to pre-construction elevations
- Exposed soil with a positive slope within 200 feet of any surface water will have downslope erosion controls or cover place on exposed areas to prevent erosion and protect against sediment entering the surface water.

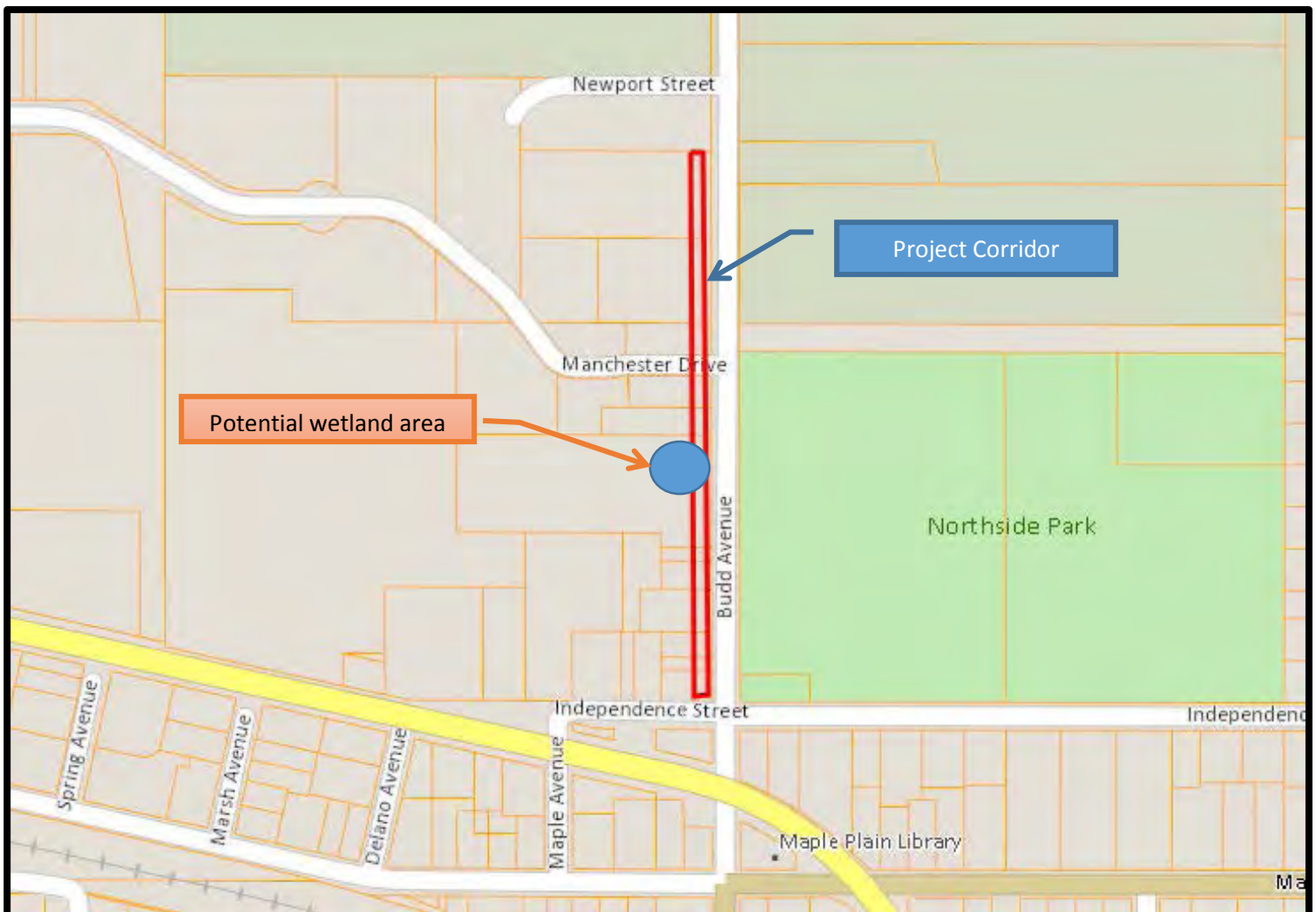
Decision: Approved

Hennepin County
Department of Environment and Energy
Advisor to the Commission


James C. Kujawa

April 12, 2016
Date

Location Map



Minnesota Wetland Conservation Act

Notice of Decision

Local Government Unit (LGU) Pioneer-Sarah Creek Watershed Management Commission.	Address Technical Office: Hennepin County Department of Environmental Services 701 Fourth Avenue South, Suite 700 Minneapolis, MN 55415-1600 <u>Administrative Office:</u> 3235 Fernbrook Lane Plymouth, MN 55447
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1. PROJECT INFORMATION

Applicant Name CenterPoint Energy	Project Name Budd Avenue Project	Date of Application March 25, 2016	Application Number 2016-01
<input checked="" type="checkbox"/> Attach site locator map.			

Type of Decision:

<input type="checkbox"/> Wetland Boundary	<input checked="" type="checkbox"/> No-Loss	<input checked="" type="checkbox"/> Exemption	<input type="checkbox"/> Sequencing
<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Banking Plan (road replacement)		

Technical Evaluation Panel Findings and Recommendation (if any):

<input type="checkbox"/> Approve	<input type="checkbox"/> Approve with conditions	<input type="checkbox"/> Deny
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6

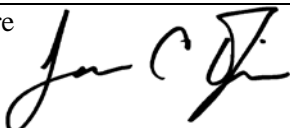
2. LOCAL GOVERNMENT UNIT DECISION

Date of Decision: April 12, 2016		
<input checked="" type="checkbox"/> Approved Denied	<input type="checkbox"/> Approved with conditions (include below)	<input type="checkbox"/>

LGU Findings and Conclusions (attach additional sheets as necessary):

<p>This project is proposed to install 1,432 feet of a 2 inch diameter natural gas pipeline. The pipeline will be installed along the westerly right of way on Budd Avenue. A wetland no-loss/exemption application was requested for the portion of the pipeline that cross under an existing wetland located approximately 525 feet north of Independence Street.</p> <p>To reduce the area and volume of land disturbance, the complete project will be installed via directional boring. Approximately 0.1 acres will disturbed at four primary bore/tie-in sites. The disturbance sites are well outside of the wetland areas and will not temporarily or permanently impact the existing wetland area previously mentioned.</p> <p>Throughout the project perimeter sediment controls, inlet protections and permanent vegetation restoration is proposed.</p>
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LGU Authorized Signature:

Signing and mailing of this completed form to the appropriate recipients in accordance with 8420.0255, Subp. 5 provides notice that a decision was made by the LGU under the Wetland Conservation Act as specified above. If additional details on the decision exist, they have been provided to the landowner and are available from the LGU upon request.		
Name James C. Kujawa	Title Technical Advisor to the Commission	
Signature 	Date 4/12/16	Phone Number and E-mail 612-348-7338 James.kujawa@co.hennepin.mn.us

THIS DECISION ONLY APPLIES TO THE MINNESOTA WETLAND CONSERVATION ACT.

Additional approvals or permits from local, state, and federal agencies may be required. Check with all appropriate authorities before commencing work in or near wetlands.

Applicants proceed at their own risk if work authorized by this decision is started before the time period for appeal (30 days) has expired. If this decision is reversed or revised under appeal, the applicant may be responsible for restoring or replacing all wetland impacts.

This decision is valid for three years from the date of decision unless a longer period is advised by the TEP and specified in this notice of decision.

3. APPEAL OF THIS DECISION

Pursuant to MN Rule 8420.0905, any appeal of this decision can only be commenced by mailing a petition for appeal, including applicable fee, within thirty (30) calendar days of the date of the mailing of this Notice to the following as indicated:

Check one:

<input checked="" type="checkbox"/> Appeal of an LGU staff decision. Send petition and \$0 fee (if applicable) to: <u>Pioneer-Sarah Creek Watershed Management Commission</u> <u>Administrative Office:</u> <u>3235 Fernbrook Lane</u> <u>Plymouth, MN 55447</u>	<input type="checkbox"/> Appeal of LGU governing body decision. Send petition and \$500 filing fee to: Executive Director Minnesota Board of Water and Soil Resources 520 Lafayette Road North St. Paul, MN 55155
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4. LIST OF ADDRESSEES

<input checked="" type="checkbox"/> SWCD TEP member: (email only) Stacey. Lijewski@co.hennepin.mn.us <input checked="" type="checkbox"/> BWSR TEP member: (email only) ben.meyer@state.mn.us <input type="checkbox"/> LGU TEP member (if different than LGU Contact): <input type="checkbox"/> DNR TEP member: <input checked="" type="checkbox"/> DNR Regional Office (email only) Leslie.Parris@state.mn.us <input type="checkbox"/> WD or WMO (if applicable): <input checked="" type="checkbox"/> Applicant (notice only) and Landowner (email only) canderson@merjent.com chris.lanasa@centerpointenergy.com <input checked="" type="checkbox"/> Members of the public who requested notice (notice only): City of Maple Plain, (email only) Tessia Melvin (tmelvin@mapleplain.com) <input checked="" type="checkbox"/> Corps of Engineers Project Manager (email only) Melissa.M.Jenny@usace.army.mil <input type="checkbox"/> BWSR Wetland Bank Coordinator (wetland bank plan applications only)

5. MAILING INFORMATION

- For a list of BWSR TEP representatives: www.bwsr.state.mn.us/aboutbwsr/workareas/WCA_areas.pdf
- For a list of DNR TEP representatives: www.bwsr.state.mn.us/wetlands/wca/DNR_TEP_contacts.pdf
- Department of Natural Resources Regional Offices:

<u>NW Region:</u> Reg. Env. Assess. Ecol. Div. Ecol. Resources 2115 Birchmont Beach Rd. NE Bemidji, MN 56601	<u>NE Region:</u> Reg. Env. Assess. Ecol. Div. Ecol. Resources 1201 E. Hwy. 2 Grand Rapids, MN 55744	<u>Central Region:</u> Reg. Env. Assess. Ecol. Div. Ecol. Resources 1200 Warner Road St. Paul, MN 55106	<u>Southern Region:</u> Reg. Env. Assess. Ecol. Div. Ecol. Resources 261 Hwy. 15 South New Ulm, MN 56073
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For a map of DNR Administrative Regions, see: http://files.dnr.state.mn.us/aboutdnr/dnr_regions.pdf

- For a list of Corps of Project Managers: www.mvp.usace.army.mil/regulatory/default.asp?pageid=687
or send to:

US Army Corps of Engineers
St. Paul District, ATTN: OP-R
180 Fifth St. East, Suite 700
St. Paul, MN 55101-1678

- For Wetland Bank Plan applications, also send a copy of the application to:
Minnesota Board of Water and Soil Resources
Wetland Bank Coordinator
520 Lafayette Road North
St. Paul, MN 55155

6. ATTACHMENTS

In addition to the site locator map, list any other attachments:

- ☒ **LGU Findings**
☒ **Site Plan**
☐
☐



March 25, 2016

Mayor Marvin Johnson
City Council
City of Independence
1920 County Road 90
Independence, MN 55359

Via email

Dear Mayor Johnson and City Council:

We understand that the Conditional Use Permit under which Horseman, Inc., operates their horse boarding facility at 4504 County Road 92 in Independence is being considered for an amendment to allow up to 80 horses on the property compared to the 40 allowed by the current CUP. The Commission discussed this issue at its recent monthly meeting. We have a strong interest in minimizing, to a reasonable degree, the off-site impacts on public water resources through private land management practices. Our interest in animal management activities on this particular parcel is driven by the following considerations:

1. Virtually all of the parcel generates runoff that is discharged to Lake Rebecca, a 256-acre lake that is the heart of Lake Rebecca Park Reserve and is used for swimming, fishing, and as a source of musky brood stock by the Minnesota Department of Natural Resources.
2. Prior to 2011, the lake was severely impaired due to high phosphorus levels by the Minnesota Pollution Control Agency, causing fish kills and periodically unsafe conditions for swimming.
3. Over \$600,000 in public funds have been spent since 2008 to combat phosphorus pollution affecting Lake Rebecca through improving watershed and in-lake conditions, bringing the lake into compliance with state water quality standards and achieving water quality good enough to safely support swimming and fishing. As a result of these investments, the lake has met state water quality standards each of the last five years.
4. The owners of the subject property were instrumental in that effort, working cooperatively with the District and Hennepin County under a grant from Hennepin County to improve manure management at their facility by constructing a stacking slab to stockpile manure prior to disposal, constructing clean water diversions, and making several other improvements intended to decrease manure-contaminated runoff from the property.

5. The horse operation is located in a very environmentally sensitive location with respect to Lake Rebecca, in part because of the connection between the drainage channel in the north/northwest portion of the property and the Lake. A few key additional management improvements will provide additional safeguards to protect Lake Rebecca from manure-related impacts as well as can be expected, given the location.

While we understand that the proposed amendment is consistent with the current City zoning ordinance which allows one animal unit per acre for the 92 acre site, it is about double of what is recommended under current Best Management Practices from the Minnesota Pollution Control Agency and the University of Minnesota. Eighty adult horses will generate about 1,200 lbs. of phosphorus each year, an amount of phosphorus equivalent to that carried in un-treated runoff annually from about 600 acres of commercial parking lot. How the manure is managed will determine how Lake Rebecca is affected.

We support the idea of land application of manure to enhance soil and pasture quality, which we understand is the management method for manure generated by the current operation. However, if the amount of manure applied exceeds the capacity of the soil to hold the phosphorus contained in it, the risks of phosphorus running off the land to cause off-site impacts increases significantly.

We urge the City Council to include as a condition of approval of any CUP amendment provisions for annual soil testing to determine the "safe" level of additional phosphorus that can be added through manure spreading, consistent with the provisions of the publication "Applying Manure in Sensitive Areas" by MPCA and consistent with what staff from Three Rivers Park District are proposing. Ideally, manure in excess of soil needs would be disposed of safely off-site, and we would urge the City and Horseman, Inc., to pursue this avenue. At a minimum, however, the results should be used to guide manure applications in the pasture areas, with lower phosphorus soils receiving more manure applications and higher phosphorus soils receiving less manure application.

Thank you for your leadership in maintaining and improving the quality of our precious water resources.

Sincerely,



Michael J. DeLuca, Chair
Pioneer Sarah Creek Watershed Management Commission

MD:RB:aj

Cc via email: Pioneer Sarah Creek Watershed Management Commissioners
Mark Kaltsas
Jim Kujawa
Rich Brasch

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