



REGULAR MEETING AGENDA

October 19, 2023 • 6:00 p.m.

The meeting packet can be found on the Commission's website:

<http://pioneersarahcreek.org/pages/Meetings/>

1. Call to Order.
 - a. Approve Agenda.*
2. Consent Agenda.
 - a. September meeting minutes.*
 - b. October Claims/Treasurer's Report.*
3. Open forum.
4. Action Items.
 - a. Dance Hall Creek Design Scope*
 - b. GS68 Design, Independence.**
 - c. Adelman Project Funding Request.*
 - d. Kingston Project Funding Request.*
5. Old Business.
 - a. Kingswood Conservation Partnership Legacy Grant application.*
6. New Business.
 - a. Grant Tracking Update.*
7. Education.
 - a. Hennepin County Habitat Conservation Program Workshops.*
8. Staff Reports.
 - a. Engineer's Report.
 - b. HCEE Report.*
 - c. TRPD Report.
9. Commissioner Reports.
10. Other Business.
11. Adjournment. (Next scheduled meeting: November 16, 2023).

REGULAR MEETING
Minutes
September 21, 2023

1. CALL TO ORDER. A regular meeting of the Pioneer-Sarah Creek Watershed Management Commission was called to order by Chair Joe Baker at 6:03 p.m., Thursday, September 21, 2023, at Maple Plain City Hall, 5050 Independence Street, Maple Plain, MN.

Present: Mark Workcuff, Greenfield; Joe Baker, Independence; Brenda Daniels, Loretto; Andrew Burak, Maple Plain; Pat Wulff, Medina; John Tschumperlin, Minnetrista; Roz Davis, Kris Guentzel and Lily Kingsley, Hennepin County Environment and Energy (HCEE); Andrew Vistad, Hakanson-Anderson; Brian Vlach, Three Rivers Park District (TRPD); Diane Spector, Stantec; and Amy Juntunen, JASS.

Also present: Scott Johnson, Medina.

2. AGENDA. Motion by Daniels, second by Wulff to approve the agenda* as presented. *Motion carried unanimously.*

3. CONSENT AGENDA. Motion by Burak, second by Workcuff to approve the Consent Agenda as presented. *Motion carried unanimously.*

a. August 17, 2023 Regular Meeting Minutes.*

b. September Treasurer's Report/Monthly Claims * totaling \$21,654.35.

4. OPEN FORUM.

5. ACTION ITEMS.

a. 2023-004: Pioneer Trail Paving Project, Greenfield.* This project will widen and pave approximately 1,600 feet of Pioneer Trail from CSAH 10 south. The project will disturb roughly 1.8 acres of land and create approximately 0.1 acre of new impervious surface. This project was reviewed for Commission rule E, erosion and sediment control. A SWPPP has been provided that meets Commission rules. Staff recommends approval with no conditions. Motion by Workcuff, second by Tschumperlin to approve project 2023-004. *Motion carried unanimously.*

b. 2023-005: CenterPoint Energy, Greenfield.* This project will install 4,800 linear feet of gas pipe to a new home and results in temporary impacts. This project meets Commission erosion and sediment control rules. Staff recommends approval. Motion by Workcuff, second by Burak to approve project 2023-005. *Motion carried unanimously.*

6. OLD BUSINESS.

a. Kingswood Letter of Support.* This is a letter of support for the Three Rivers Park District Conservation Partners Legacy grant application for the Kingswood Park erosion project. The letter commits no funds to the project but if the grant is awarded, TRPD may request financial support in the future. The grants will be awarded in December 2023.

7. NEW BUSINESS.

a. **FY2025 WBIF Grant Information.*** The Pioneer-Sarah Creek Watershed Commission will be awarded \$240,415 in Watershed-Based Implementation Funding in the 2025-2027 biennium. The funds will be available July 1, 2024, and the grant will expire December 31, 2027. Convene meetings will be held in early 2024 with the County, Commission, and up to two member cities to decide which projects to fund with this grant. WBIF grant funding requires a 10% match. Funding requests open July 1, 2024, and must be submitted by April 30, 2025.

b. **Bridgevine/Adelmann Project Overview.*** These projects are both part of the Bridgevine development, a former farm and orchard adjacent to Lake Independence. A deep ravine on the north side of the site contributes TSS and TP directly to Lake Independence. As part of the Bridgevine development project approval in November 2022, the Commission required the developer to include ravine restoration to address the erosion issue and recommended installing targeted cross vanes in the ravine and stepped down grade changes, as well as a settling pool prior to discharge into Lake Independence. The locations of the cross vanes would be based on accessibility and be installed in spring 2023.

The developer submitted a Hennepin County Opportunity Grant application to install seven cross vanes and create the settling basin but was not awarded the grant. The County believes the ravine restoration proposed is above and beyond the requirements of the project approval contingency for restoration of the ravine and the total project would remove 9.77 tons of TSS and 15.6 lbs. of TP per year, although that estimate was based on agricultural, rather than residential land use. The original project would reduce TSS by 1,388 lbs. per year and TP by 1.9 lbs. per year. The developer did not provide costs for only the above-and-beyond portion of the project at this time, only a total project cost. County staff will work with the developer to outlay only the above-and-beyond costs rather than the entire cost for the ravine restoration.

Concurrently, one of the lot purchasers, Adelmann's on lots 9 and 10 also submitted an Opportunity Grant application for shoreline restoration. Estimated soil loss from the lots is 6.75 tons of TSS and 12.42 lbs. of TP per year across the 225 feet of shoreline. This project would include some riprap on the slope as well as approximately 100 feet of buffer vegetation. The cost benefit is \$1,704 per ton of TSS and \$930 per lb. of TP per year. The estimated cost of this project is just over \$115,000. The purchaser of lot 8 is also looking at a potential shoreline restoration project.

There is currently about \$100,000 available in Lake Independence WBIF funding available. County Staff recommend funding the projects after more refined costs are obtained, likely at 10% landowner, 10% county, 25% Commission CIP funds and 55% WBIF. More details and costs will be presented at the October meeting.

8. EDUCATION.

9. STAFF REPORTS.

a. **Engineer's Report.*** Braun Intertec has been contracted to perform the sediment testing at the GS68 pond next week and results should be available in three weeks. Vistad expects the sediment to fall within land application standards. Tony Brough from Hennepin County will perform the wetland

delineation next week. Design work will begin once the delineation is complete. The adjacent landowners will provide an in-kind contribution by performing the tree removal necessary for the project. Vistad will designate trees to be removed as part of the design process.

b. HCEE Report.*

Residents on the south side of Lake Independence have contacted the County for **lakeshore restoration projects** due to wave action and ice ridge issues.

Lily Kingsley was introduced as the County's new Soil and Water Conservation trainee. This is a two-year contract position.

Stantec is creating the scoping document and cost to bring the **Dance Hall Creek project** to 30% design. The design cost will be paid through NFC WBIF funds. The scoping document will be available for consideration at the Commission's October meeting. County staff met with MnDOT regarding Highway 55 and any concerns MnDOT may have with the Dance Hall Creek project. MnDOT indicated that they have no immediate plans for enhancing Highway 55 in the project area. MnDOT is not completely opposed to the project if they can claim the MS4 credits for water quality improvement, which should not be a problem since Greenfield is not an MS4 city. County staff will re-engage with residents once the scoping document is complete and design work moves forward.

The revised **Lake Rebecca Subwatershed Assessment** was received last week. County staff is reviewing the report.

The Pioneer Trail **manure bunker project** approved in 2022 will not move forward because a neighboring farm has agreed to take the manure on a monthly basis.

A survey at the **Vinland National Center** occurred today. This project would install two raingardens to capture runoff from the parking lot, as well as a potential iron-enhanced sand filter at the north end of the lot to the wetland. A ravine on site may be addressed in a second phase of the project. The estimated project cost is \$150,000. This is a non-profit and other grants may also be available.

A postcard to Lake Independence subwatershed residents with over five acres will be sent in early October.

c. TRPD Report. There are just a few more **lake sampling** events, including the mid-October sampling that covers lake turnover. Stream monitoring continues through the first week of November, or when things begin to freeze. Due to lack of rain, there haven't been many opportunities to sample flow, but upcoming rain events should provide some sampling opportunities.

Vegetation surveys have been completed on all lakes within the watershed. A new hybrid of curly leaf pondweed and white stem pondweed was found in the north basin of Whaletail Lake and sent to the DNR.

Shoreline surveys for **zebra mussels** on Lake Independence show that the count has at least doubled since 2022, with too many mussels to count. A shoreline survey will not be conducted again until

the population crashes. Wulff noted that the water clarity was markedly improved in Lake Independence this year as a result of the zebra mussel population.

Education on the alum treatment and sediment cores will be a part of the **Oktoberfest at Gale Woods Farm** event on October 7 and 8.

TRPD applied for a Hennepin County Opportunity Grant for the second half of the Whaletail alum treatment project. It was recommended for funding but not yet awarded. TRPD also submitted a Conservation Partnership Legacy Grant for the Kingswood Park project.

10. COMMISSIONER REPORTS.

a. **Wulff.** The LICA Oktoberfest party will be held this Saturday at Baker Park. Starry Stonewort has not been found in the lake, though there are some areas with no weeds. Coontail is the most abundant vegetation in the lake. LICA held a trolley tour to take nearly 80 residents to different projects and properties around the lake. The water level of Lake Independence has fallen below the water level gauge height.

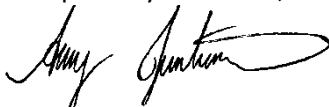
b. **Baker** noted that low water on Lake Sarah has many residents taking boats and lifts out early.

11. OTHER BUSINESS.

The **next regular meeting** is scheduled for October 19, 2023, at Maple Plain City Hall.

12. ADJOURNMENT. There being no further business, motion by Burak, second by Baker to adjourn. The meeting was adjourned at 7:26 p.m.

Respectfully submitted,



Amy Juntunen
Administrator

AAJ:tim

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Pioneer-Sarah Creek Watershed
Income Statement
Compared with Budget
For the Nine Months Ending September 30, 2023

	Current Month Actual	Year to Date Actual	Year to Date Budget	Year to Date Variance
Revenues				
Member Dues	\$ 0.00	\$ 103,800.00	\$ 103,800.00	0.00
Project Review Fees	1,250.00	5,250.00	4,500.00	750.00
Water Appropriation Fees	0.00	50.00	0.00	50.00
CIP Income	0.00	28,000.00	28,000.00	0.00
Grant-FY23 WBIF	0.00	79,611.50	159,223.00	(79,611.50)
Grant-Whaletail Alum	0.00	202,500.00	202,500.00	0.00
Interest and Dividend Income	3,832.87	31,081.13	52.50	31,028.63
Total Revenues	5,082.87	450,292.63	498,075.50	(47,782.87)
Expenses				
Engineering/Consulting-General	886.15	12,009.84	18,749.99	6,740.15
Engineering - Project Reviews	0.00	3,392.50	0.00	(3,392.50)
Administrative Expense	2,842.22	21,669.07	27,000.00	5,330.93
Admin-Project Reviews	171.12	368.35	562.50	194.15
Admin-CIP Mgmt	0.00	0.00	1,000.00	1,000.00
Admin - Eng/Tech Support	0.00	318.75	562.50	243.75
Legal Expense	0.00	248.00	375.00	127.00
Audit Expense	0.00	4,700.00	4,500.00	(200.00)
Insurance	0.00	3,191.00	2,800.00	(391.00)
Website	18.75	611.92	1,125.00	513.08
TAC Meetings	142.25	367.50	3,750.00	3,382.50
Education	0.00	540.00	2,500.00	1,960.00
Education-Events	0.00	0.00	500.00	500.00
Grant Writing	2,925.00	2,925.00	1,000.00	(1,925.00)
Mgmt Plan - Admin	0.00	450.50	1,000.00	549.50
HCEE Outreach	9,068.86	9,068.86	9,000.00	(68.86)
Capital Improvement Project	0.00	0.00	14,000.00	14,000.00
Grant-FY21 WS-Based Funding	5,600.00	5,600.00	0.00	(5,600.00)
Grant-FY23 WBIF	0.00	0.00	159,223.00	159,223.00
Grant-Whaletail Alum	0.00	183,028.00	202,500.00	19,472.00
Total Expenses	21,654.35	248,489.29	450,147.99	201,658.70
Net Income	(\$ 16,571.48)	\$ 201,803.34	\$ 47,927.51	153,875.83

Pioneer-Sarah Creek Watershed
 Balance Sheet
 September 30, 2023

ASSETS

Current Assets		
Cash-Checking US Bank	(\$ 9,068.86)	
Cash-4M Fund	<u>871,133.30</u>	
Total Current Assets		862,064.44
Property and Equipment		
Total Property and Equipment		0.00
Other Assets		
Total Other Assets		<u>0.00</u>
Total Assets		<u><u>\$ 862,064.44</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Total Current Liabilities		0.00
Long-Term Liabilities		
Total Long-Term Liabilities		<u>0.00</u>
Total Liabilities		0.00
Capital		
Next Generation Plan Fund	\$ 25,000.00	
Retained Surplus	332,879.61	
CIP Fund	165,126.86	
BWSR Project Assurance Fund	15,000.00	
FY21 WBIF Grant	122,254.63	
Net Income	<u>201,803.34</u>	
Total Capital		<u>862,064.44</u>
Total Liabilities & Capital		<u><u>\$ 862,064.44</u></u>

**Pioneer-Sarah Creek Watershed
Cash Disbursements Journal
For the Period From Oct 1, 2023 to Oct 31, 2023**

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
10/19/23		50100	General Engineering August	313.70	
		50100	23-03 Athmann Living Quarters, Barn, Arena	2,300.00	
		10100	Hakanson Anderson Associates, Inc.		2,613.70
10/19/23		51100	Administration	1,234.48	
		51100	Meeting-related	1,042.93	
		51100	Bookkeeping	264.07	
		51400	Website	75.00	
		51120	Project Reviews	38.11	
		10100	Judie Anderson's Secretarial Service		2,654.59
			Total	5,268.29	5,268.29
				5,268.29	5,268.29

INVOICE SUMMARY FROM HAKANSON ANDERSON

PIONEER SARAH WATERSHED MANAGEMENT COMMISSION

INVOICES FOR AUGUST 2023

Project ID & Description	Invoice Number	Invoice Date	Amount
PSC221 ATHMANN LIVING QUARTERS, BARN, ARENA	51563	09/27/23	2,300.00
PSC901-2023 GENERAL ENGINEERING FOR PIONEER SARAH WMC 2023	51564	09/27/23	313.70
			2,613.70



3601 Thurston Avenue
 Suite 101
 Anoka, MN 55303

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

Invoice number 51563
 Date 09/27/2023

Project **PSC221 ATHMANN LIVING QUARTERS,
 BARN, ARENA**

Professional Services Provided Through 08/31/2023

MUNICIPAL REVIEW

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad SITE PLAN REVIEW NO 1	08/01/2023	1.00	115.00	115.00
Andrew Vistad SITE PLAN REVIEW NO 1	08/07/2023	4.00	115.00	460.00
Andrew Vistad SITE PLAN REVIEW NO 1	08/08/2023	4.00	115.00	460.00
Andrew Vistad SITE PLAN REVIEW NO 1	08/09/2023	8.00	115.00	920.00
Andrew Vistad SITE PLAN REVIEW NO 1	08/11/2023	1.00	115.00	115.00
Andrew Vistad SITE PLAN REVIEW NO 1	08/21/2023	2.00	115.00	230.00
PROFESSIONAL FEES SUBTOTAL				2,300.00
MUNICIPAL REVIEW SUBTOTAL				2,300.00
AMOUNT DUE THIS INVOICE				2,300.00

Invoice Summary

	Current Billed	Prior Billed	Total Billed
Total	2,300.00	0.00	2,300.00



3601 Thurston Avenue
 Suite 101
 Anoka, MN 55303

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

Invoice number 51564
 Date 09/27/2023

Project **PSC901-2023 GENERAL ENGINEERING FOR PIONEER SARAH WMC 2023**

Professional Services Provided Through 08/31/2023

GENERAL ENGINEERING

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad MONTHLY MEETING	08/17/2023	2.50	115.00	287.50
PROFESSIONAL FEES SUBTOTAL				287.50

Reimbursables

	Date	Units	Rate	Billed Amount
MILEAGE	08/17/2023	40.00	0.655	26.20
REIMBURSABLES SUBTOTAL				26.20
GENERAL ENGINEERING SUBTOTAL				313.70

AMOUNT DUE THIS INVOICE 313.70

Invoice Summary

	Current Billed	Prior Billed	Total Billed
Total	313.70	3,347.34	3,661.04



3235 Fernbrook Lane
Plymouth MN 55447

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

October 13, 2023

				Total Project Area	
				Total Project Area	
General Administration					
Administrative		70.00	0.000		
Administrative	5.00	75.00	375.000		
Administrative - virtual		80.00	0.000		
Handbook		75.00	0.000		
Office Support	10.00	75.00	750.000		
Public storage	1.00	109.48	109.480		
Data Processing/File Mgmt		70.00	0.000		
Archiving		70.00	0.000		
Reimbursable Expense		1.00	0.000	1,234.480	Administration
Meeting packets, attendance, Minutes and Meeting follow-up					
Administrative		70.00	0.000		
Administrative	7.88	75.00	591.000		
Admin - offsite	3.25	80.00	260.000		
Reimbursable Expense	191.93	1.00	191.930	1,042.930	Meeting-related activities
Bookkeeping, Budget, Audit Prep, Treas Report					
Bookkeeping, budget, audit requests	1.75	75.00	131.250		
Budget - virtual		80.00	0.000		
Treasurer's Reports	1.42	75.00	106.500		
Audit Prep		70.00	0.000		
Audit Prep		75.00	0.000		
Reimbursable Expense	26.32	1.00	26.320	264.070	Bookkeeping/TRs
Website					
Weebly hosting - 1 year		1.00	0.000		
Pages, links, uploads		75.00	0.000		
Administrative	1.00	75.00	75.000	75.000	Website
Project Reviews					
Administrative		70.00	0.000		
Administrative	0.42	75.00	31.500		
File Management/Archiving		70.00	0.000		
Reimbursable Expense	6.61	1.00	6.610	38.110	Project Reviews
				2,654.590	2,654.590



Stantec Consulting Services Inc.

733 Marquette Ave, Suite 1000
Minneapolis, MN 55402

October 3, 2023

Mr. Joe Baker, Chair
Pioneer-Sarah Creeks WMO
3235 Fernbrook Ln N
Plymouth, MN 55447

Reference: Dance Hall Creek Wetland/Creek Restoration BMP Feasibility Study

Thank you for the opportunity to provide you with a scope of services for the above referenced project.

Project Understanding

The project involves building on the work started with the Dance Hall Creek Best Management Practice (BMP) Analysis memo (BMP memo) dated February 24, 2022, and developing a 30% design and cost estimate for a chosen option for each BMP. This will provide a narrative, preliminary design, and cost that can be used for future grant opportunities and applications.

The BMP memo identified wetland restoration/ponding and enhancement opportunities located within the watershed feeding Dance Hall Creek as having the best benefit-cost ratio for removing total phosphorus (see attached Figure 3 from memo). The water quality improvements identified in the memo include enhancement of a wetland just north of Highway 55 (labeled as BMP #1 on the attached figure) and restoration of a stormwater pond/wetland on or adjacent to Dance Hall Creek (labeled as BMP #2 on the attached figure). The locations selected for BMPs #1 and #2 are both Minnesota Department of Natural Resources (MnDNR) public waters which may dictate the feasibility of the different design approaches due to public water rules.

BMP #1 involves potentially altering an outlet of a MnDNR public wetland basin. As part of the analysis, we will look at the feasibility of modifying the outlet with a structure located on the upstream end of the culvert to enhance the wetland for water quality treatment. Considerations to maintaining outflow elevations will be made in this analysis because of its public water status.

BMP #2 is located where Dance Hall Creek is ditched through an existing wetland. For this BMP we will look at three options and determine which option should move forward to 30% design.

The options that will be initially reviewed for BMP #2 include the following.

- Option 1. Restore the wetland to a deep marsh system (with some spots of 2-3 feet of water depth): Original land survey maps show that this was likely a deep/emergent marsh prior to ditching. Some questions to answer as part of the study:
 - Will it meet water treatment needs?
 - Can it be done with the support of neighboring property owners (upstream and adjacent) or without affecting neighboring properties?

Reference: Dance Hall Creek Wetland/Creek Restoration BMP Feasibility Study

- Is excavation needed to achieve the water quality requirement and/or to reduce inundation impacts to neighboring properties, or could the required results be accomplished by raising the outlet (which would be preferred)?
- Could it be a wetland bank (not likely if requires excavation)? A wetland bank would be a potential source of income and meets Hennepin County's goal of replacing wetland impacts within the County.
- Option 2. Create an off-line treatment system via a combination of ditch blocking and excavation: Wetland enhancement/water quality treatment would be incorporated into an off-line system. We would need to maintain the channel of Dance Hall Creek with this approach. It would likely entail a bypass to the treatment feature during certain storm events while maintaining base flows to Dance Hall Creek.
- Option 3. Create an in-line pond within Dance Hall Creek: This appeared to be the least desired option by the MnDNR and likely would have the most regulatory hurdles. This would only be considered if Options 1 and 2 are not feasible.

The deliverables will be:

- A report that includes the analysis of the options and recommendation of a preferred option and taking this option to a 30% design level with a cost estimate.

Basic Services

A detailed scope of services to address the Project Understanding is provided below.

Task 1: Management, Site Investigation and Survey

Management. Stantec will provide project management services which will include coordination of work, scope/budget management and health and safety for staff working on the project.

Site Conditions Map. An existing site conditions map will be developed that includes the following:

- A recent aerial photograph
- Lidar topography
- A digitized wetland boundary from existing delineations completed by others (if available electronically it will not be digitized)

Site Investigation. The existing site conditions map will be used to assist in the site investigation. As part of the site investigation, a sub-cm global positioning system (GPS) will be used to collect spot elevations in areas such as ditches that LiDAR typically does not pick up and to locate specific features that will be important in the analysis of the site. Ditch bottom and top-of-ditch elevations at and upstream of the BMP #2 site will be collected to get an understanding of the potential impacts to properties within and upstream of the study area. Spot locations will also be surveyed for the purposes of hydrologic/hydraulic modeling, including culverts along the creek channel, tops of roadways and other overflow points, selected channel centerline elevations, and ground elevations at critical structures that may be affected by water ponding.

Reference: Dance Hall Creek Wetland/Creek Restoration BMP Feasibility Study

The ditch will be walked and reviewed for potential tile lines that could be impacted by raised water levels. We will also review the wetlands that exist within the BMP #2 site and estimate the wetland type using aerial photos and topography combined with the site visit. Determining the wetland type will assist with determining where wetland excavation is feasible without the need for wetland replacement.

Cost Assumptions: Access to the BMP #1 and #2 site and upstream properties will be secured by Hennepin County or City of Greenfield prior to the site visit.

Task 2: Modeling

Hydrologic/hydraulic modeling will be performed for existing and proposed conditions at BMP #2 to assist in determining peak flows and water surface elevations for the 0.5-inch, 2-year, 10-year, and 100-year, 24-hour events. The modeling will extend downstream to Highway 55. This information will give us an understanding of impacts to downstream flow rates and potential inundation impacts to neighboring properties from proposed improvements, and at what event we expect the ditch to overtop.

Water quality modeling will also be performed for existing and proposed conditions at BMP #2. This will help quantify the reductions in total phosphorus and total suspended solids loadings resulting from the proposed improvements, in order to perform a benefit-cost analysis.

Task 3: Analysis

The options discussed for each BMP in the project understanding will be analyzed with the data collected. The analysis will consider future MnDNR permitting, water quality benefits, peak flow reductions, and the potential for impacts to adjacent and upstream properties. The results of the analysis will be included in the report discussed under Task 6. As part of this task we will develop concept plans for each option that is being considered.

Task 4: Meetings

MnDNR Meeting. The results of the analysis, concepts and potential recommendations will be reviewed with the MnDNR to get feedback on future permitting and what potential permitting obstacles may exist. This meeting will help to determine what options move forward to 30% design and a cost estimate. There is potential that based on feedback from this meeting that BMP #1 does not move forward to 30% design and cost estimate. It is assumed that one meeting will be necessary for this task. If more than one meeting is needed, it may need to be done as part of a supplemental additional service.

Hennepin County and Technical Advisory Team Meeting. The results of the analysis and a review of the options will be discussed at this meeting. The goal of this meeting will be to determine what option should move forward to 30% design and a cost estimate. It is assumed that one meeting will be necessary for this task. The meeting includes four hours each for two Stantec staff to prepare for, attend and present at a TAC meeting. If more than one meeting is needed or more staff are required, it may be a supplemental service.

Task 5: Survey

A detailed field survey will not be completed as part of this project. Representative cross-sections of the ditch and elevations of other features as needed for the 30% design and cost estimate for the chosen option at each BMP location will be collected as part of this task.

Reference: Dance Hall Creek Wetland/Creek Restoration BMP Feasibility Study

Task 6: Report

We will prepare a report that includes:

- Summary of existing conditions
- Modeling results
- Analysis of options, including concept graphics
- Results and recommendations

The selected option for BMP #1* and BMP #2 locations will include:

- 30% design drawings
- Cost estimate
- Permitting considerations

* There is potential that the approach for BMP #1 may not be something the MnDNR public water rules allow. If this is the case it may not move forward to 30% design and a cost estimate.

Project Schedule

A schedule will be developed once the scope is approved.

Compensation

We propose to complete the Basic Services as outlined in this letter for an estimated cost of \$55,833, which includes reimbursable expenses as seen below. This work will be performed on a time-and-materials basis.

Table 1. Estimated cost of completing this proposed work.

Task	Cost
1: Project Management and Site Investigation	\$4,037
2: Modelling	13,580
3: Analytical Concept Development	16,458
4: Meetings	2,920
5: Survey	3,345
6: Final Report	15,348
	SUBTOTAL
	\$55,688
Expenses: GPS and mileage	\$145
	TOTAL
	\$55,833

Reference: Dance Hall Creek Wetland/Creek Restoration BMP Feasibility Study

If you wish to proceed, please return a signed copy of this document. Stantec's Terms and Conditions are attached and are hereby incorporated into this proposal. Thank you again for the opportunity to work with you. If you have any questions, please contact me at 763 252-6857 or erik.megow@stantec.com.

Sincerely,

ERIK MEGOW, PE



Attachments: Figure 3 – Dance Hall Creek BMP Overview Map
Stantec Terms and Conditions

STANTEC

ACCEPTED BY CLIENT:

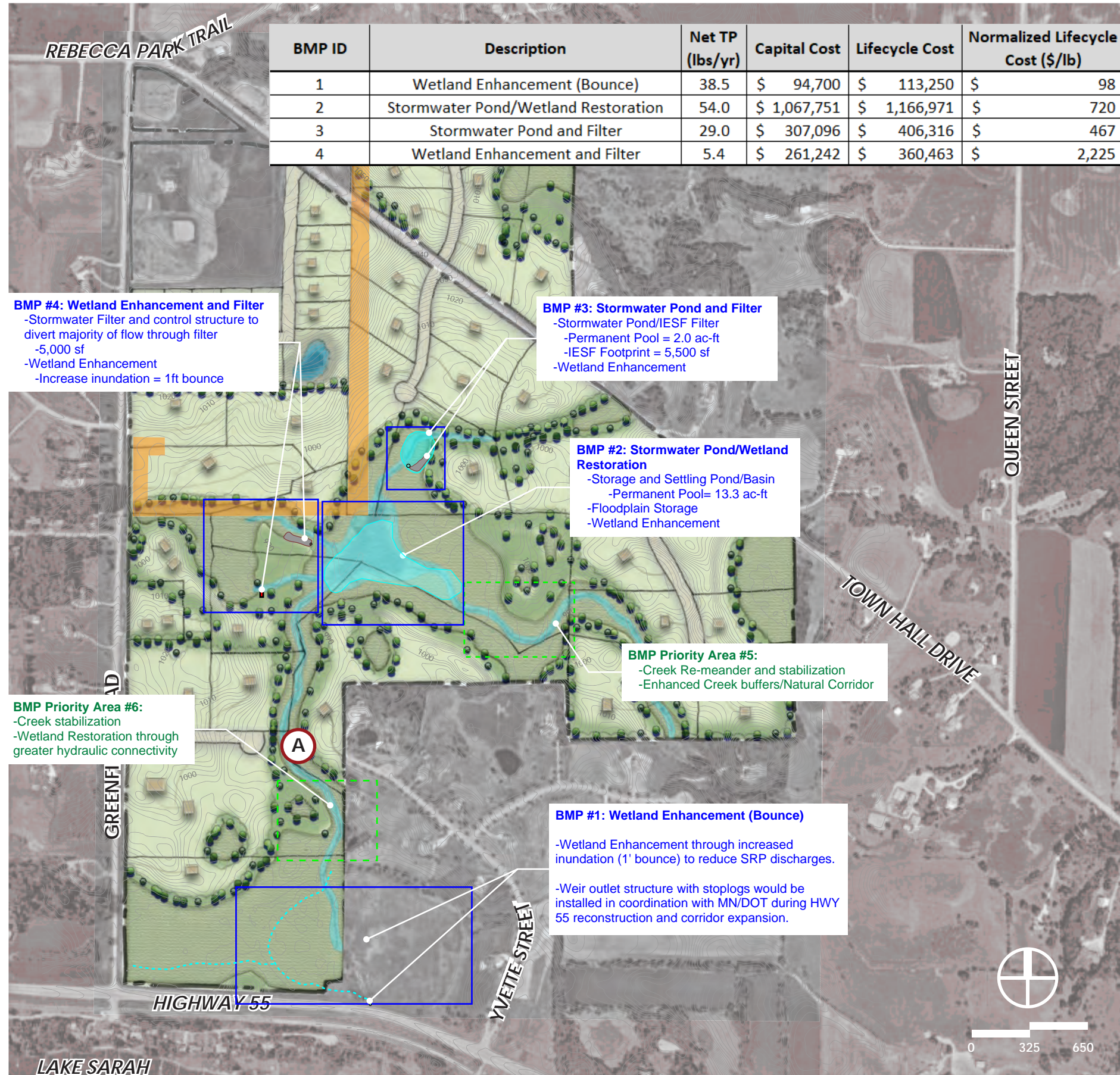
Print Name _____

By _____

Sign Name _____

Date _____

Date _____



BMP ID	Description	Net TP (lbs/yr)	Capital Cost	Lifecycle Cost	Normalized Lifecycle Cost (\$/lb)
1	Wetland Enhancement (Bounce)	38.5	\$ 94,700	\$ 113,250	\$ 98
2	Stormwater Pond/Wetland Restoration	54.0	\$ 1,067,751	\$ 1,166,971	\$ 720
3	Stormwater Pond and Filter	29.0	\$ 307,096	\$ 406,316	\$ 467
4	Wetland Enhancement and Filter	5.4	\$ 261,242	\$ 360,463	\$ 2,225

BMP #4: Wetland Enhancement and Filter
 -Stormwater Filter and control structure to divert majority of flow through filter
 -5,000 sf
 -Wetland Enhancement
 -Increase inundation = 1ft bounce

BMP #3: Stormwater Pond and Filter
 -Stormwater Pond/IESF Filter
 -Permanent Pool = 2.0 ac-ft
 -IESF Footprint = 5,500 sf
 -Wetland Enhancement

BMP #2: Stormwater Pond/Wetland Restoration
 -Storage and Settling Pond/Basin
 -Permanent Pool= 13.3 ac-ft
 -Floodplain Storage
 -Wetland Enhancement

BMP Priority Area #5:
 -Creek Re-meander and stabilization
 -Enhanced Creek buffers/Natural Corridor

BMP Priority Area #6:
 -Creek stabilization
 -Wetland Restoration through greater hydraulic connectivity

BMP #1: Wetland Enhancement (Bounce)
 -Wetland Enhancement through increased inundation (1' bounce) to reduce SRP discharges.
 -Weir outlet structure with stoplogs would be installed in coordination with MN/DOT during HWY 55 reconstruction and corridor expansion.

Figure No. **3**
 Title **Dance Hall Creek BMP Overview Map**
 Client/Project: Hennepin County, Dance Hall Creek, BMP Analysis
 Project Location: Greenfield, Hennepin County, MN
 Prepared by ERM on 2021-08-06
 TR by XXX on 2021-XX-XX
 IR by XXX on 2021-XX-XX



- LEGEND**
- Project Site Boundary
 - Existing Gas Easement
 - Wetland
 - Creek / Open Water / Stormwater BMP
 - Wetland Buffer and Tree Line
 - Proposed and Existing Parcel Boundaries
 - Preserve Possible Future Connection to Yvette Street



L:\227704\157\Pro\Megow Working.aprx Revised: 2021-08-09 By: MegER0476



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

HENNEPIN COUNTY

MINNESOTA

DATE: October 13th, 2023

TO: Pioneer-Sarah Creek Watershed Management Commission

FROM: Kris Guentzel and Roz Davis; Hennepin County Department of Environment and Energy

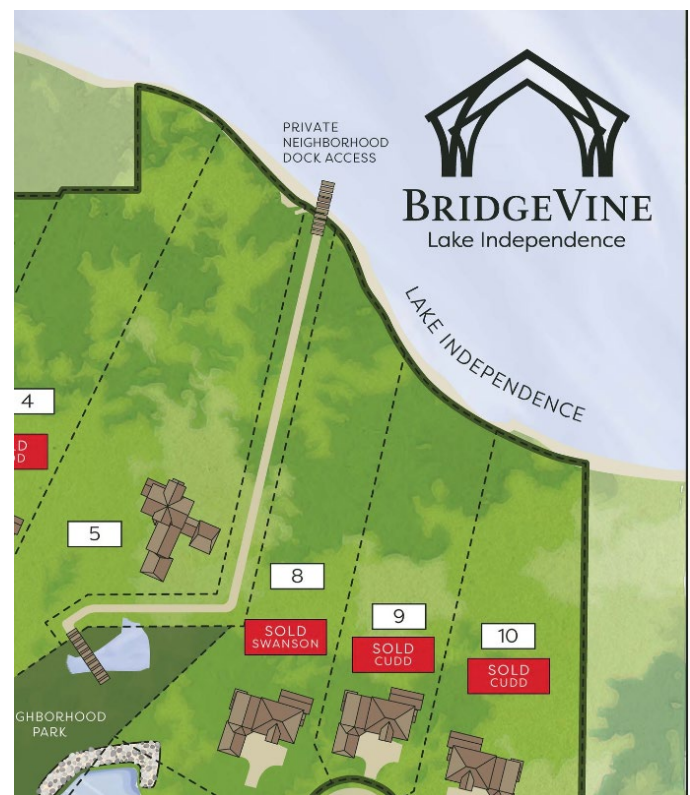
RE: REQUESTED COMMISSION ACTION, BridgeVine Kingston Lakeshore Restoration

Project Overview

The Kingston property is located within the BridgeVine Development, south of Lake Independence. The Kingstons own lot 4, which spans about 1 acre and 107 feet of shoreline.

This project has not been identified by a local agency as a priority for restoration, although the ravine to the east in this development has been. The lakeshore of this lot has tall bluffs that are experiencing minor erosion overall, largely because it is sparsely vegetated. Ice heaves have likely also contributed to the tall bluffs on the west of the lot. Additionally, lot 5 directly west of this lot was bermed by a previous landowner, which has altered flow paths. It loses an estimated 2.01 tons TSS/yr and 3.70 lbs TP/yr.

The project is very early on in the process, so no specific site plans or project costs have been developed. However, staff identified a potential need to establish more vegetation on the steep slopes to protect from both wind and water erosion.



BridgeVine subdivision plans depicting lots 4-10

In addition to vegetation, the landowner was interested in removing the berm installed by the previous owners to get the shore closer to a “natural” condition. This would require permission from the owner of lot 5 as well (Steve Bohl). Ideally, the Kingstons would like to perform work this fall.

Hennepin County Environment and Energy

701 Fourth Ave S., Suite 700, Minneapolis, MN 55415

612-348-3777 | hennepin.us/environment





Topography of lot 4 and surrounding areas with 2-foot contours

Pollution reduction estimate

Utilizing the Wisconsin NRCS direct volume method for estimating lateral lakeshore erosion along with the BWSR Pollution Reduction Calculator (as was used in the Lakes Sarah/Independence SWA), it's estimated that this project would keep 2.01 tons TSS/yr along with 3.70 lbs TP/yr out of Lake Independence.



Picture of bluff area on west of lot 4 depicting sparse vegetation



Picture from dock depicting hard armoring and extent of slope on lot 4

HENNEPIN COUNTY

MINNESOTA

DATE: October 13th, 2023

TO: Pioneer-Sarah Creek Watershed Management Commission

FROM: Kris Guentzel and Roz Davis; Hennepin County Department of Environment and Energy

RE: REQUESTED COMMISSION ACTION, BridgeVine Adelman Lakeshore Restoration

Updates to September 2023 Commission Action Request:

1. What is the proposed extent of riprap, and does it go to the Ordinary High Water Level (OHWL)?
 - a. Riprap will go most of the way up the bank but not to the crown.
2. Where exactly is the proposed location of the native plants?
 - a. The native plants will border the riprap on lots 9 and 10. On lot 9, the native plants will also surround the shed and path (both of which are yet to be built). Based on drawings provided by the contractor, the total square footage of proposed plantings is approximately 1,800. On lot 9, they are proposing approximately 1,150 square feet and on lot 10, they are proposing approximately 650 square feet. These are rough estimates based on georeferencing the drawing provided by the contractor. More exact plans in the future will likely change the square footage. The updated table below includes estimated benefits of native plants.
3. How is grading being approached?
 - a. The contractor will be grading so that all upland runoff from both lots will be directed to the native plantings.

Timeline: The contractor anticipates working with the DNR on permitting over the winter and starting restoration work in spring 2024 following the ravine restoration.

Table One: Updated pollution reductions and cost-benefit

Total Suspended Sediment (TSS)	
TSS reduction after stabilization	3.83 tons/yr kept out of Lake Independence
TSS cost-benefit	\$3,016/ton TSS/yr
Total Phosphorus (TP)	
TP reduction after stabilization	7.05 lbs/yr kept out of Lake Independence
TP cost-benefit	\$1,628/lb TP/yr

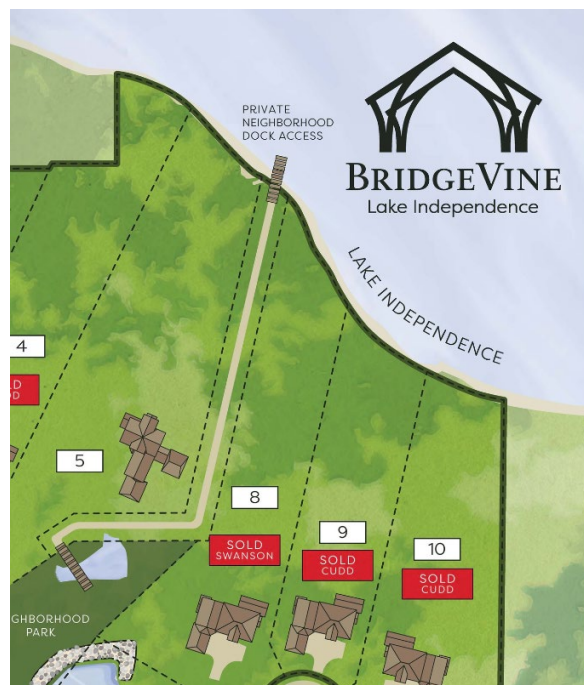


Previous:

Project Overview

The Adelmann property is located within the BridgeVine Development, south of Lake Independence. The Adelmans own lots 9 and 10 that span about 2 acres and 235 feet of shoreline. Lots 9 and 10 are directly adjacent to the ravine. One home will be built on lot 10 (see diagram) but no home is planned for lot 9.

This project has not been identified by a local agency as a priority for restoration, although the ravine adjacent to it has been. This specific shoreline has not been maintained in the past and is experiencing erosion. It loses an estimated 6.75 tons TSS/yr and 12.42 lbs TP/yr. To address the erosion, riprap along with a vegetated buffer are being proposed.



BridgeVine subdivision plans depicting lots 9 and 10

Proposed project, pollution reductions, and cost-benefit

As proposed in their Opportunity Grant application, work is expected in three phases in fall 2023.

During the first phase, they will grade the inland property to slope to buffer areas and remove invasive species in the area.

The second phase will install riprap according to DNR guidance using small boulders about 4-10 inches in size. The final phase will install a DNR-recommended buffer zone planting on about 125 feet of the shoreline. This buffer zone will be specifically placed in low areas where water will be entering the lake, allowing natural water filtration.

Utilizing the Wisconsin NRCS direct volume method for estimating lateral lakeshore erosion along with the BWSR Pollution Reduction Calculator (as was used in the Lakes Sarah/Independence SWA), it's estimated that this project would keep 6.75 tons TSS/yr along with 12.42 lbs TP/yr out of Lake Independence. These numbers only reference the lakeshore restoration, and do not include an estimate for the native plantings that would be installed on 125 feet of the 235-foot long shoreline. Cost benefit ratios are \$1,704/ton TSS/yr and \$930/lb TP/yr removed. These numbers are summarized in Table One. Table Two breaks down the cost of restoration activities.



Picture of eroding lakeshore provided by landowner/contractor

Table One: Pollution reductions and cost-benefit

Total Suspended Sediment (TSS)	
TSS reduction after stabilization	6.75 tons/yr kept out of Lake Independence
TSS cost-benefit	\$1,704/ton TSS/yr
Total Phosphorus (TP)	
TP reduction after stabilization	12.42 lbs/yr kept out of Lake Independence
TP cost-benefit	\$930/lb TP/yr

Table Two: Proposed project budget

Task Elements	Total Project Cost
Project administration/management	\$5,000

Grading inland and removal of invasive species	\$7,000
Cost of riprap material	\$30,000
Installation of riprap	\$40,000
Cost of plant material	\$12,000
Installation of plant material and seeding graded area	\$16,000
Maintenance costs for 10-year lifespan (5% of project cost):	\$5,500
Total costs needed to complete:	\$115,500



4.

**DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT**

Revision: 20191104

Data Date: September 21, 2023

PROJECT CONTACT

Project Name: Kingswood Pond Habitat Enhancement
Organization Name: Three Rivers Park District
Organization Type: Government
Mailing Address 1: 12615 Rockford Road
City, State ZIP Code: Plymouth, MN 55441

Project Manager: Jami Markle
Title: Director of Natural Resources
Phone: 763-694-7841
Email: jami.markle@threeriversparks.org

PROJECT OVERVIEWSites / Location

County Name: Hennepin
Project Site Name: Kingswood Park
Total Project Sites: 1
Total Project Acres: 9

Land Ownership

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

Habitat

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

Activities

Primary Activity: Enhancement
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

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

Total Grant Amount Requested:	\$95,000
Total Match Amount Pledged:	\$19,300
Additional Funding Amount:	\$92,000
Total Project Cost:	\$206,300

PROJECT SUMMARY

Kingswood Park, located in the City of Minnetrista is owned and operated by Three Rivers Park District. The park consists of 106 acres of land on Little Long Lake and includes 70 percent of the lake's shoreline as well as a tamarack bog, restored prairie, Kingswood Pond, and a unique glacial landscape. The lake and surrounding uplands are considered some of the most pristine, high-quality natural resources and habitat in Western Hennepin County. The park is bisected by Kingswood Road, a rolling gravel thoroughfare that provides access to a trailhead parking area where visitors can embark to explore the Glacial Trail and Tamarack Trail around Kingswood Pond. Due to steep topography and increases in volume and velocity from rainfall events, stormwater drainage patterns have led to erosion and habitat degradation in a wooded ravine adjacent to Kingswood Pond. Over time, sheet-flow runoff has both eroded and deposited sediment in the ravine channel, degrading the understory plant community and resulting in sediment and nutrient transport directly to the pond itself.

The proposed solution is a large bermed sediment basin at the top of the slope that will be planted with native seed and pollinator plant plugs, functioning as a rain garden that will simulate ephemeral wetland conditions. A directionally bored overflow pipe will be installed to protect the rest of the ravine from sheet flow associated with the existing road culvert, allowing managers to plant and reestablish forest understory plants and enhance degraded habitat conditions. The project will reduce sediment and nutrients from reaching Kingswood Pond, improving water quality and aquatic habitat in this important natural system that includes a tamarack island.

This highly collaborative partner project will provide multiple benefits including enhanced wildlife habitat, pollinator plant establishment, forest understory improvement, aquatic habitat protection, water quality benefits, and climate adaptation. There is a sense of urgency as previously installed rock and log check dams have failed and habitat conditions continue to decline at an accelerating pace.

PROBLEM STATEMENT

Kingswood Park includes some of the best natural resources and habitat conditions in this area of Hennepin County. Park users enjoy wildlife observation, birding, hiking, and experiencing nature in this suburban park that includes restored prairie, unique glacial topography, and a tamarack island within Kingswood Pond. While this area is considered pristine in many ways, there are threats to localized habitat conditions resulting from altered hydrology and climate change. Erosion and sedimentation associated more frequent and higher volume/velocity rain events has degraded a ravine on the property and poses real challenges to habitat quality, species diversity, aquatic resources, and water quality.

A permanent conservation easement exists on this portion of the park, jointly held by Hennepin County and the Minnesota Land Trust. The degraded condition of this ravine has been noted in annual site inspections and easement monitoring reports, with observations of further deterioration year over year. Working in partnership with Hennepin County, City of Minnetrista, and Pioneer-Sarah Creek Watershed Commission, Three Rivers Park District commissioned a study of the impacted area with Moore Engineering to provide a suite of alternatives for a long-term solution. That study included a thorough assessment of existing conditions, hydraulic modeling of various climatic scenarios, and modeled outcomes for the proposed alternatives. Design and cost estimates were prepared for the preferred project alternative, which is described above.

PROJECT OBJECTIVES

This project includes multiple objectives that will result in measurable benefits to the natural system at Kingswood Park. Based on experience with other similar projects and modeling conducted for the proposed solution, we believe this work will be cost effective in terms of habitat and water quality benefits provided.

We expect an increase in the abundance and diversity of the forest understory plant community, following native plantings sourced from local origin vendors, and supplemented with stock from our district nursery. The creation of seasonally inundated pond habitat at the top of the ravine that will prioritize wetland and pollinator plant species appropriate for the site and conditions. Three Rivers forestry staff have surveyed current vegetation in the ravine and will monitor results post-planting.

The habitat conditions in Kingswood Pond will be enhanced through reducing total suspended sediment transport (TSS) by 1,476 lbs. annually and removing 4.4 lbs. of total phosphorous (TP) per year. The sediment and phosphorous loads promote algae growth with potential to impact water clarity and the rooted aquatic plant community within this unique and important pond. The proposed solution will attenuate an erosion condition that continues to deteriorate the ravine and diminish water quality downstream in the pond. Kingswood Pond will be monitored before and after the project to evaluate results. Aquatic vegetation will be surveyed by our water resources staff, and water samples will be collected and analyzed in our water quality laboratory.

METHODS

For this project, we evaluated three alternatives to solve the problem and enhance degraded habitat conditions. Key considerations included degree of tree removal required, construction and maintenance costs, modeled nutrient and sediment reductions, and a climate resiliency factor. Project partners discussed and selected the alternative that best optimized results across all of the categories at a reasonable cost.

If the grant is awarded the project will be competitively bid for construction. The selected firm will provide the mobilization, equipment, and materials required for the project. Seed, plant material, and plugs will be clearly identified in the bid specifications and also supplemented with stock grown at the district nursery. Our consulting engineer will manage construction for this project with oversight from the water resources manager. Park district staff will assist with planting, establishment, and maintenance.

EXPERIENCE / ABILITIES

Three Rivers Park District has been restoring and maintaining natural habitat in the parks for over 50 years. A contract for services has been executed with Moore Engineering to assist with the completion of the final design, permitting, bidding and specification documents, and construction administration. Moore Engineering was selected to assist with the project because they have staff and resources with expertise specializing in similar enhancement/restoration/stabilization projects. Three Rivers Park District recently completed several comparable projects with a similar cost/outcome scope including priority sites on the Crow River, Lundsten Lake, Cleary Lake, Lake Minnetonka, and Lake Independence. The most recent grant-funded project includes the Baker Park Reserve ravine stabilization and restoration project, which involved bio-engineering, toe wood stabilization, armoring, and native plantings to achieve the targeted habitat and water quality outcomes. These ravine and shoreline restoration/stabilization projects have been successful and are currently being maintained to ensure the overall life

EXPERIENCE / ABILITIES *(Continued)*

expectancy as designed.

PROJECT TIMELINE

Time Frame	Goal
Spring 2024	Project Advertised and Bid
Fall 2024 - Winter 2025	Construction Implementation
Spring 2025 - Fall 2025	Planting and Establishment

Estimated Project Completion Date: 2025-12-31

PROJECT INFORMATION

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

The Kingswood Pond Enhancement project is an excellent example of partners collaborating to address a natural resources issue. Three Rivers owns and operates Kingswood Park, and Hennepin County and Minnesota Land Trust jointly hold a conservation easement on a portion of the property where the project site is located. Annual monitoring visits have documented habitat conditions and ecological observations at this park. The Kingswood Pond ravine is a shared concern, especially recognizing that a previous stabilization project constructed with natural materials over 10 years ago is no longer functioning as intended. With support and participation from Hennepin County and the City of Minnetrista, Moore Engineering was consulted to design a suite of alternatives that would address the erosion problem and enhance habitat in the ravine and pond. Pioneer-Sarah Creek Watershed Management Commission also recognizes the project as an urgent priority, and has agreed to partner on the solution.

2. Describe any urgency associated with this project.

Considering climate projections and the likelihood of increased intensity and duration of significant precipitation events, there is a need to adapt and build resilience into our natural systems to withstand changes in both volume and velocity. Kingswood Pond, with its tamarack bog and unique features, is already impacted by sediment and phosphorous from an unresolved erosion problem. A previous attempt at creating check dams and pools using natural materials has failed, resulting in a sheet-flow situation in the ravine during high flow periods which is rapidly deteriorating the vegetative community, exposing tree roots, and depositing sediment and nutrients in the pond. Without a solution, habitat conditions in the ravine and pond will continue to deteriorate, further changing the ecological function provided by this important parkland.

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

Project partners are working hard to elevate the importance and urgency of this proposed project, pooling resources and seeking a funding package for implementation. Without a CPL award, this project will be a challenge to accomplish. To date, Three Rivers Park District has invested \$22,000 in engineering design for this project, between July and December of 2022. Hennepin County is a partner and has earmarked \$50,000 from their Hennepin County Habitat Conservation Program (LSOHC) grant to apply toward project implementation. Pioneer-Sarah Creek Watershed Management Commission is planning for a \$20,000 contribution if the grant is awarded. We feel the investments and commitments to date represent an earnest effort to move this project forward, in a manner that matches the spirit and intent of the CPL program, to supplement and help realize the vision of conservation partners working together on important projects at the local level.

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

Kingswood Park is public land, held in perpetuity and open to all visitors free of charge. Developed and maintained trails offer opportunities to park visitors for hiking, snowshoeing, wildlife viewing, and connecting with nature. Due to local government and park district ordinance, hunting is not allowed, though the park district often uses special hunts as a means to manage deer populations locally. Kingswood Park is open to fishing during the seasons set forth by MN DNR, and Little Long Lake on the east side of the park includes a popular public water access.

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

Three Rivers is a leader regionally in collecting, producing, and acquiring local ecotype seed and plant material for restoration and enhancement projects. It is our goal to have diverse native prairie, wetlands, and forests. This requires us to collect local seed and supplement the existing forb species not readily available commercially. We strive to provide a diversity of species for all wildlife, including native pollinators. We currently collect over 75 species of native prairie, wetland, and woodland forbs.

PROJECT INFORMATION *(Continued)*

We also grow over 40 species of native woody trees and shrubs at our district nursery for restoration and enhancement projects.

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

Project partners considered several alternatives for this project. We evaluated factors that included degree of tree removal required, construction costs, annual and long-term maintenance costs, modeled nutrient and sediment reductions, and a climate resiliency factor. The group discussed and eventually selected the alternative that best optimized results across all of the categories at a reasonable cost/benefit ratio. The proposed project costs are comparable with other projects recently implemented by the park district, and represent a good investment based on expected outcomes for habitat improvement, water quality, and ecosystem protection.

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

Three Rivers Park District is a special park district that has a mandate to protect and restore habitats. We have been involved with habitat restoration and management on over 18,000 acres of a much larger park district land base for over 50 years. We manage forest, prairies, wetlands, lakes, and streams. We have the oldest environmental education centers in the Metro and provide conservation related programs for all age groups, including under-represented communities. We provide outdoor recreation programs and camps including hunter education, mentored youth hunts, and a variety of fishing programs. We regularly partner with MN DNR, other state agencies, nonprofits, and universities on a variety of habitat management issues.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Jami Markle
Title: Director of Natural Resources
Email: jami.markle@threeriversparks.org
Phone: 763-694-7841

Street Address 1: 12615 Rockford Road
City, State ZIP Code: Plymouth, MN 55441

Budget Details

Contracts

<u>Contractor Name</u>	<u>Contracted Work</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
TBD by competitive bidding	Construction	\$95,000	Grant	(N/A)

Professional Services

<u>Professional Name</u>	<u>Description of Services</u>	<u>Amount</u>	<u>Grant/Match</u>	<u>In-kind/Cash</u>
Moore Engineering	Construction Administration	\$19,300	Match	Cash

Additional Funding

Additional Funding Amount: \$92,000

Budget Overview

<u>Item Type</u>	<u>Grant</u>	<u>Match</u>	<u>Total</u>
Personnel	-	-	-
Contracts	\$95,000	-	\$95,000
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	\$19,300	\$19,300
DNR Land Acquisition Cost	-	-	-

BUDGET INFORMATION *(Continued)*

Budget Overview *(Continued)*

<u>Item Type</u>	<u>Grant</u>	<u>Match</u>	<u>Total</u>
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	-	-
Totals:	\$95,000	\$19,300	\$114,300

SITE INFORMATION

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

Land Manager

Name: Luke Skinner

Phone: 763-383-2536

Organization: Three Rivers Park District

Email: luke.skinner@threeriversparks.org

Title: Associate Superintendent

Site Information

Habitat: Fish, Game or Wildlife Habitat

Activity: Enhancement

Land Ownership: Local Government

(1) **Site Name:** Kingswood Park

Open to Public Hunting? No

DOW Lake #: (N/A)

Open to Public Fishing? Yes - all

Acres: 9

PLS Section: Township - 117, Range - 24W, Section - 9

NATURAL HERITAGE DATABASE REVIEW

ATTACHMENTS

Additional Documentation

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

Letter of Support

<u>File Name</u>	<u>Description</u>
Support_Letter_Hennepin_County_Kingswood_Park_CPL.pdf	Hennepin County Support Letter
Support_Letter_Minnetrista_Kingswood_Park_CPL.pdf	City of Minnetrista Support Letter
Support_Letter_PSCWMC_Kingswood_Park_CPL.pdf	Local Watershed Support Letter

ATTACHMENTS *(Continued)*

Photo

File Name	Description
Kingswood_Project_Overview_Slides.pdf	Overview Slides with Site Photos

Engineering/Survey/Design Plan

File Name	Description
Kingswood_Park_Ravine_Cost_Estimate.pdf	Engineer's Opinion of Probable Cost
KINGSWOOD_PARK_RAVINE_PLANS.pdf	Engineering Design Plans

Supplemental Document

File Name	Description
CPL_Public_Waters_Project_Form_Kingswood_Pond_Enhancement-signed.pdf	Public Waters Form

FINAL APPLICATION SUBMISSION

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

Signature: Jami Markle

Organization / Agency: Three Rivers Park District

Title: Director of Natural Resources

Date Signed: September 19, 2023

(CPL Grant Application ID = 2303)

Pioneer-Sarah Creek WBIF Commitments

FY2021 WBIF	Total Award	Total Grant Req	Spent	Remaining	Match	Match Spent	Committed Unspent	
NFC	91105							
DHC SWA Update & Implementation		49,005	22,117	26,888	1291.23	1,291	0	
GS68 Gully Stabilization		18,350	0	18,350	1835		1,835	
Lk Sarah Sediment Cores		12,000	0	12,000	1320		1,320	
Total NFC 2021 WBIF		79,355	22,117	57,238	4446.23	1,291	3,155	
	Total Award	Total Grant Req	Spent	Remaining	Match			
SFC	180063							
GS68 Gully Stabilization		30,100	0	30,100	3010		3,010	
Lk Indep Area BMPs		115,000	16,134	98,866	11500	6,603	4,897	
Lk Rebecca SWA		30,000	0	30,000	3000	70	2,930	
McCombs Chanel Stabilization		6,035	6,035	0			0	
Spurzem Area BMP		35,063	0	35,063	3506	351	3,155	
White Wetland Restoration		4,068	4,068	0				
Total SFC 2021 WBIF		220,266	26,237	194,029	21,016	7,024	13,992	
	Total Award	Total Grant Req	Spent	Remaining	Match			
FY2023 WBIF	159223							
Lk Rebecca Channel Restoration		75000	0	75,000	25000		25,000	
Lk Rebecca Alum Feasibility Study		27000	0	27,000	3000		3,000	
GS68 Pond Scrape		37125	0	37,125	4125		4,125	
Lk Rebecca BMP Implementation		20098	0	20,098	18790		18,790	
Total 2023 WBIF		159223	0	159223	50915	0	50,915	
					Total Committed Match Funds	76,377	8,315	68,062

Amy Juntunen

From: Matthew P Stasica <Matthew.Stasica@hennepin.us>
Sent: Tuesday, October 10, 2023 3:50 PM
Cc: Kristine M Maurer; Nicole Witzel; Matthew P Stasica
Subject: New Funding to Support Opportunities for Habitat and Conservation Partnerships
Attachments: habitat-conservation-partner-workshops-fall-2023.pdf

Is your organization interested in leaving a conservation legacy through conservation easements, habitat improvement, or biological monitoring?

Hennepin County Habitat Conservation Program has received grant funds through the Lessard Sams Outdoor Heritage Fund to implement conservation of natural resources on permanently protected lands in Hennepin County.

We are offering two workshops (one in-person and one virtual) for organizations to learn more about opportunities to partner with Hennepin County on habitat improvement and conservation projects.

Topics in the workshop include:

- What a Conservation Easement is, how to help spread the word, how to apply, and general process.
- What types of habitat improvement projects are eligible and what assistance is available, and the process to submit project ideas using our online Project Interest Form.
- How we integrate biological monitoring into habitat improvement and protection efforts, and how we can partner with you to collect biological monitoring information.

Workshop Details:

In-Person Workshop	Virtual Workshop
Date: Monday November 6 th , 2023	Date: Tuesday November 14 th , 2023
Time: 10:30am – 11:30am	Time: 8:30am – 9:30am
Location: Ridgedale Library, Ladyslipper Room #275	Meeting Link: To be provided upon registration
Other Notes: Ample parking available, snacks and coffee provided.	

Register with this link: <https://forms.office.com/g/G2MuCupY38>

Any questions regarding the workshops please contact Matt Stasica at matt.stasica@hennepin.us

Thanks and have a great day!

Matt

Matt Stasica
 Land Conservationist / County Agricultural Inspector

Hennepin County Public Works
 Environment & Energy Department
 Direct # : 612-348-4659
 Cell # : 612-235-1237

Click on the map below to check out the Natural Resources Interactive Map

HENNEPIN COUNTY

Habitat Conservation Program partner workshops



Learn how your organization can leave a conservation legacy through conservation easements, habitat improvement, or biological monitoring

Do you work for a Hennepin County city, nonprofit organization, park district, or watershed district that is interested in learning more about how to leverage Hennepin County habitat conservation services in your community?

Attend an in-person or virtual workshop to learn more about:

- What a conservation easement is, how to apply, the general process for establishing an easement, and how to promote conservation easements in your community.
- What assistance is available for habitat improvement projects and the process for submitting project ideas.
- How we integrate biological monitoring into habitat improvement and protection efforts and how we can partner with you to collect biological monitoring information.

Upcoming workshops

In-person

Monday, November 6

10:30 to 11:30 a.m.

Ridgedale Library,

Ladyslipper Room #275

Snacks and coffee provided

Online

Tuesday, November 14

8:30 to 9:30 a.m.

Meeting link provided

upon registration

Registration and questions

Register for a workshop or get your questions answered by contacting Matt Stasica at matt.stasica@hennepin.us or 612-235-1237.



HENNEPIN COUNTY

MINNESOTA

DATE: October 13th, 2023

TO: Pioneer-Sarah Creek Watershed Management Commission

FROM: Roz Davis, Kevin Ellis, and Kris Guentzel; Hennepin County Department of Environment and Energy

RE: October Commission Project, Program, and Outreach Updates

Watershed-based Implementation Fund (WBIF) FY21 Grants

Update: No update.

Previous: Both the North Fork Crow Watershed and South Fork Crow Watershed WBIF Grants have a grant period ending on December 31, 2023. County and BWSR staff met in September to discuss the need for a 1-year extension, which was submitted in eLINK last week. BWSR staff verbally committed to approving that extension, which will extend the grant period to December 31, 2024. BWSR staff recommended a work plan amendment also be executed this winter as grant activities and budget have changed since the last one in winter 2022-2023.

Dance Hall Creek Clean Water Fund Updates

Update: Stantec has provided the initial scope for 30% designs. The scope includes project management and site investigation, modeling, analytical concept development, meetings, surveying, and a final report. The projected cost for all activities is \$55,688.

Previous: PSCWMC, the county, and Stantec agreed at the last Commission meeting to not pursue a Clean Water Fund Grant application for Dance Hall Creek this year. Instead, North Fork Crow WBIF dollars allocated to the Dance Hall Creek subwatershed will be used to draft 30% designs, which will outline the extent of the proposed restoration more explicitly. Stantec is still working on a scope for 30% designs and hopefully will have it for the October Commission meeting. County staff will also meet with MNDOT on the 18th to better understand their timeline for Highway 55 improvements and their interest/concerns with BMPs adjacent to the roadway.

County staff communicated the decision to postpone the grant application to landowners in late August. They plan to reach out to landowners again in October to coordinate survey work for 30% designs.



Previous: County staff have been assisting Diane Spector in pulling together application materials for the Clean Water Fund grant. Diane completed a draft of the application this week and county staff plan to review that draft the week of the PSCWMC August meeting. She has asked for comments and edits by August 18th.

In early August, staff sent landowners in the lower Dance Hall Creek watershed a letter of support (see packet materials). The letter basically states that the landowner has met with and/or talked with county staff about the restoration work, they are aware of projects being proposed, and they support the inclusion of their property in the restoration of Dance Hall Creek. So far, county staff have received one signed letter back. We will be following up with landowners as needed to continue collecting letters of support.

Subwatershed Assessments

Spurzem Creek Subwatershed Assessment

Update: No update.

Previous: Report was substantially completed over the winter, incorporating comments providing by partners. The County met with MPCA staff regarding concerns with BMP installations in/near the Woodlake landfill in Medina. These concerns were incorporated into the draft and staff plan to make this available to partners soon.

Lake Rebecca Subwatershed Assessment

Update: County staff have received a revised draft of the subwatershed assessment and are in the process of reviewing it.

Previous: County staff have submitted comments to EOR and anticipate receiving a final draft of the subwatershed assessment by the end of August. County staff also solicited for and received feedback on remaining project tasks, including engineering and feasibility work, and are working with EOR to draft scope changes that will be implemented in fall 2023.

Projects & Outreach

Cady drainage

Update: Staff followed up on Cady drainage, which was a project left by Paul. They were not interested in water quality BMPs, but staff did discuss drainage issues they were having.

Buffer Inspections

Update: No update.

Previous: Most buffer inspections have been completed, though a few still remain. Landowners will receive letters with notice of findings and corrective actions, if needed.

Lake Rebecca/Zuhrah Shrine Horsemen (ZSH) (4505 CR 92, Independence) BMPs

Update: County and EOR staff attended the ZSH board meeting in early October to discuss progress on the fencing and collecting sediment cores. The neighbor was also in attendance. ZSH have installed some fencing but still have more to go.

Previous: ZSH are still working on installing the fencing and will continue installation through fall 2023. County staff are reviewing EOR's recommendations on sediment core sampling locations. Staff also plan to attend their next board meeting in October with EOR to discuss sediment coring and next steps.

ZSH has received updated fencing, waterer, and grazing plans from NRCS. ZSH completed its cost share application and volunteers have begun installing fencing consistent with the NRCS plans and intend to complete all fencing installation over the course of 2023 (ZSH is providing labor as an in-kind contribution for the project). ZSH and NRCS agreed to stagger implementation of the fencing in three phases throughout spring, summer, and fall 2023. They anticipate that the waterers will be completed in 2024. Additional design work on the drainage repair is anticipated in 2023.

Pioneer Trail Manure Bunker, Medina (west of Lake Peter)

Update: No update.

Previous: County staff and the landowner mutually agreed to no longer pursue installation of the manure bunker. The landowner has entered into an agreement with a local farmer for regular haul away of the manure for field amendments and for composting. At the November 2022 Commission meeting, the Commission allocated \$17,330 in CIP and \$38,125 in South Fork Crow WBIF dollars from the Spurzem Creek activity to the bunker. These funds are now available for other projects.

Vinland National Center

Update: Survey data was sent to EOR. Staff expect a scope and design details later this fall.

Previous: Staff received a list of required survey shot locations from EOR and conducted the survey earlier today. Staff anticipate finalizing survey data in late September and hope to receive preliminary designs later this fall. If designs are agreed to by Vinland's staff and board, this project will likely be installed in 2024.

Anderson Wildlife Pond and Habitat Improvement Project

Update: No update.

Previous: County staff have been working with Bill Anderson, 6476 Fogelman Road in Independence, to assist him in developing a strategy to improve the wildlife value of uplands and lowlands on his property, notably including the removal of invasive species in his oak forest and restoration of a wetland adjacent to County 90. This project has a habitat focus but provides some water quality value and is within the Lake Independence subwatershed, which is a Commission priority. County staff plan to engage the Commission engineer in the coming weeks for guidance on permitting and some of the technical aspects of the project.

Implementation within the wetland would likely occur in the late fall or winter when its safe for heaving equipment.

BridgeVine Development – Bohland Construction and Adelmann

Update: Staff met with the landowners and developers for three sites last week to get more information on proposed projects. In addition to the Adelmann and Bohland Construction projects, staff also met with another lakeshore owner about potential restoration work on lot 4 (westernmost lot).

Please see the Commission Action Requests for today’s meeting for an overview of proposed projects in the BridgeVine development along with pollution reduction estimates and cost-benefit ratios.

Previous: Bohland Construction and Adelmann (a private landowner from the development) both applied for Opportunity Grants. Their applications will be evaluated and they will receive notice of whether they were awarded grant funding in fall 2023.

Outreach programming

Conservation Connection E-Newsletter:

Update: The latest issue of the newsletter went out on October 10th.

Lake Independence subwatershed postcard:

Update: The postcard went out last week. Staff anticipate receiving returned postcards throughout October and early November. Those that have potential water quality projects will be presented to the Commission.

Previous: Hennepin County will be sending out another postcard to residents in the Lake Independence subwatershed, as there is still funding that can be allocated to projects. Staff expect the postcard to go out in early October.

Other Environment and Energy Programming Notes:

- a. Hennepin County had another successful Naturefest in late September. County and TRPD staff educated nearly 200 fifth grade students on subjects like biological monitoring, ecology, the food web, and much more.
- b. Hennepin County Good Steward Grant applications are open until November 14th. Projects can support smaller, community-based or single applicant projects like constructing rain gardens, stabilizing stream banks, restoring native vegetation, installing vegetated filter strips, and more. More info is available on the website: <https://www.hennepin.us/business/conservation/funding-assistance-natural-resources-projects#good-steward-grants>
- c. BWSR is accepting applications for spring 2024 Lawns to Legumes projects. The deadline to apply is November 30th and grant recipients will be notified in mid-December. Here is the application form: <https://bluethumb.org/lawns-to-legumes/apply/>.