



November 10, 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://www.pioneersarahcreek.org/minutes--  
meeting-packets.html](http://www.pioneersarahcreek.org/minutes--meeting-packets.html)*

Dear Representatives:

A regular meeting of the Pioneer-Sarah Creek Watershed Management Commission will be held Thursday, November 17, 2016, at 6:00 p.m., at the Discovery Center, 5050 Independence Street, Maple Plain, MN.

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 Kerstin at [kerstin@jass.biz](mailto:kerstin@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	City Clerks	MPCA
	Jim Kujawa, HCEE	Met Council	BWSR
	Joel Jamnik, Attorney	official newspapers	DNR
	Rich Brasch, TRPD	Diane Spector, Wenck Associates	

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

## REGULAR MEETING AGENDA

November 17, 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. Approve Agenda.\*
2. Consent Agenda.
  - a. October regular meeting minutes.\*
  - b. Monthly Claims/Treasurers Report.\*
  - c. Commission Rules Revisions - final.\*
3. Action Items.
  - a. Approve 2017 Cooperative Agreement with HCEE.\*
  - b. Cancel December 15 Commission meeting due to lack of business.
4. Open Forum.
5. Old Business.
  - a. Third Community Conversation - recap.\*
    - 1) Follow-up?
6. New Business.
7. Staff Report.\*
8. Education.
9. Communications.
10. Commissioner Reports.
11. Other Business.
  - a. 2015-2017 CIPs. (see below)
12. Adjournment. (*Next meeting-January 19, 2017.*)

\* Included in meeting packet.

Year	Project	Project Name	Est 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		
<b>SPECIAL STUDIES</b>						
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, Schwauppauff	20,000	1,000		
<b>No Year Assigned</b>						
	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

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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				
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				
				3,000	36,200	30,860	26,100

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**REGULAR MEETING MINUTES  
October 20, 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, October 20, 2016, by Chair Mike DeLuca at Maple Plain City Hall, 5050 Independence Street, Maple Plain, MN.

Present: Tom Cook, Greenfield; Joe Baker, Independence; Brenda Daniels, Loretto; Mike DeLuca, Maple Plain; Pat Wulff, Medina; James Kujawa and Kirsten Barta, Hennepin County Environment and Energy (HCEE); Rich Brasch, Three Rivers Park District (TRPD); and Amy Juntunen, JASS.

Also present: Scott Johnson, Medina; Steve Christopher, Board of Water and Soil Resources (BWSR); and Rachel Olmanson, MPCA.

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

**3. CONSENT AGENDA.** Motion by Cook, second by Baker to approve the consent agenda. *Motion carried unanimously.*

a. **September 15, 2016 Meeting Minutes.\***

b. **Monthly Claims/Treasurer's Report.\*** Monthly claims total \$17,900.10.

**4. ACTION ITEMS.**

**Livestock Management Ordinance.\*** This is a model ordinance for member cities to use as a model when considering adoption of ordinances to help control stormwater pollution caused by manure. Motion by Cook, second by Wulff to accept the Livestock Management Policy as the formal policy for the Pioneer-Sarah Creek Watershed Management Commission. *Motion carried unanimously.*

**5. OPEN FORUM.**

a. **Rural Conservationist.** Kujawa introduced Kirstin Barta, the new Hennepin County Rural Conservationist. Barta shared her background and will be working within the watershed, mainly on the buffer initiative to start.

[Daniels arrived 6:08 p.m.]

b. **Ditch Cleaning.** Cook inquired if the County would perform requested cleanouts of public ditches. The County would require a petition and 85-95% agreement from all benefitting properties to be assessed for the work.

**6. OLD BUSINESS.**

a. **Third Community Conversation.** The opening and closing will be shortened to allow Karl Hakanson 5-10 minutes to discuss a horse pasture project. The Agenda will be revised slightly to allow for this. The Discussion Guide will be sent to participants one week prior to the event for review. Cook requested a list of ditches with city easements, but the County does not keep such a map or record. Juntunen will continue calling to recruit attendees. Commissioners were asked to make personal invitations to their council members and land owners.

b. **Crow River CIPs.\*** Kujawa sent the list of Commission CIPs that are within the Crow River hydrologic boundary for inclusion in the CROW One Watershed One Plan. There should be plenty of time for CROW to incorporate those projects into their Plan.

c. **Commission Rules Revisions.\*** The current Rules list the time and location of meetings. Since that has been changed, the Rules are being changed in order to not have to list the current time and location as “new.” On page 2, items K and L are in conflict. Because Commission appointments are not made until the end of January, officers should not be elected until February, with terms beginning March 1. Staff will make the recommended changes. Motion by Cook, second by Daniels to approve the Rules with the change noted above. *Motion carried unanimously.*

**7. NEW BUSINESS.**

**Letter from BWSR to Greenfield Councilors.\*** The letter was a follow-up to a requested meeting between two Greenfield Council members and the BWSR Executive Director. The Council members pursued the matter on their own to investigate any possible unexplored alternatives for watershed participation. The Commission will not pursue any options provided.

**8. STAFF REPORT.\***

a. Juntunen will send invitations for the **Blue Thumb recognition event** to be held at Surly Brewing on Monday, November 7 from 6:00-8:00 p.m. The event will feature the WMWA Pledge to Plant campaign.

b. The County is preparing a **buffer inventory** and determination. Kujawa has discussed potential iron-enhanced filter bench installations with Ed Matthiesen from Wenck if willing landowners can be identified.

c. **Ravine Stabilization Project.** Medina, Independence, TRPD and the Commission split the cost of the feasibility study to reduce pollutant loading from the ravine running through Baker Park. There is currently no understory in the wooded area to prevent erosion. Brasch has inquired with the U of M if there is a way to establish turf or other vegetation in the area. The feasibility report has been completed and will be sent out, with invoices to the participating cities and agencies, within a few weeks. The next steps will be to receive approval from the participants to move the project forward, then submit a grant application.

d. **WRAPS.** The TMDL report was submitted to EPA for informal review ten days ago and the informal review process is expected to last about 90 days before a response is received. A draft of the WRAPS report is expected to be submitted to MPCA for informal review by Friday, October 28.

e. **Lake monitoring** ended on September 30. Lake Rebecca is in its sixth year of excellent monitoring results, meeting or exceeding water quality standards, proving the alum treatment is continuing to work well.

**9. EDUCATION.**

a. **Water Links Fall 2016.\***

**10. COMMUNICATIONS.**

a. **Iron-Enhanced Sand Filtration for Agricultural Tile Drainage.\***

b. **2017 Conservation Corps grant information.\*\***

**11. COMMISSIONER REPORTS.**

a. **DeLuca** expressed gratitude to Kujawa for following up and working with member cities to resolve WCA violations. The Budd Street reconstruction project is underway. There is some concern about having the asphalt laid prior to freeze. There may be an opportunity for Staff to get on the agenda for a meeting of the Northwest League to discuss water quality with Mayors of cities in northwestern Hennepin County. The League attendees are receptive to learning more about local management. It could be made part of the 2017 Commission Workplan.

b. **Daniels** had nothing to report.

c. **Wulff** noted that the outlet at Lake Independence is still draining slowly, even after cleaning out the outlet area. The water is still above the no/slow wake level. Cook reminded that the drop from the outlet is

only two feet over a mile, lending the topography to slower drainage than other area lakes. It may also be possible that there is a blockage further down the outlet channel. There have been no zebra mussels found on docks that were pulled out of the lake this fall. DNR and TRPD completed a scuba survey of the perimeter of the lake and found the zebra mussel population much decreased from the previous year. The cause of the decrease is unknown at this time. Twelve beavers were trapped at Hidden Lake, just above Ardmore. Baker will talk to his neighbor about performing a drone video flight over the entire Independence outlet channel to detect any additional blockages.

d. **Baker** met with another landowner experiencing flooding issues and continues to work with the Selstads and other owners to encourage attendance at the Community Conversation since landowner cooperation is needed for many projects.

e. **Cook** reported that the Lake Sarah public landing has had new concrete pillars installed, though they are not exactly level. The old concrete pillars were saved and are intended to be installed further out from the landing to prevent power loading washout. A sign may be installed warning of fines for power loading. The Central Park pond project has been approved for grant funding by Met Council, though the project will likely not start until spring 2017. The city has already rebuilt the tile system to restore drainage to the western end of the site. Greenfield's Stormwater District calculations may have some unintentional errors. A number of land owners felt it was unfair. The City is working to correct any errors. The District funding remains much more equitable than putting those funds in the general levy since even property owners who do not pay property tax will be charged the stormwater fee.

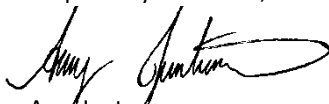
## 12. OTHER BUSINESS.

a. **2015-2017 CIPs.\*** Commissioners were asked to bring the list to their City Councils and staff for review of possible 2017 projects that will need TAC and Commission approval prior to moving forward.

b. The **next meeting** is scheduled for November 17, 2016.

13. **ADJOURNMENT.** There being no further business, motion by Cook, second by Daniels to adjourn. *Motion carried unanimously.* The meeting was adjourned at 7:56 p.m.

Respectfully submitted,



Amy Junturi  
Recording Secretary  
AAJ:tim

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**Pioneer-Sarah Creek Watershed**  
**Cash Disbursements Journal**  
**For the Period From Nov 1, 2016 to Nov 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
11/11/16	1442	50100	3rd Qtr Project Review Technical Assistance	3,106.61	
		50100	3rd Qtr WCA Technical Assistance	1,162.69	
		10100	Hennepin County Treasurer		4,269.30
11/11/16	1443	63200	3rd Qtr WRAPS Contract	9,420.00	
		10100	Three Rivers Park District		9,420.00
11/11/16	1444	51100	Administration	749.08	
		51100	Meeting	1,015.94	
		51100	Bookkeeping	178.19	
		51100	Website	55.00	
		57000	Education	28.34	
		51120	Project Reviews	78.47	
		51130	WCA / Wetland Admin	71.91	
		51140	Grant Opportunities	3.33	
		63200	WRAPS	1,416.57	
		10100	Judie Anderson's Secretarial Service		3,596.83
<b>Total</b>				<b>17,286.13</b>	<b>17,286.13</b>




**Hennepin County**  
**Public Works**
**Department of Environment and Energy**  
 701 Fourth Avenue South, Suite 700  
 Minneapolis, Minnesota 55415-1842

 612-348-3777, Phone  
 612-348-8532, Fax  
[hennepin.us/environment](http://hennepin.us/environment)

Bill To:
<b>Pioneer-Sarah Creek Watershed Management Commission</b> <b>c/o: Mr. Michael DeLuca</b> <b>3235 Fernbrook Lane</b> <b>Plymouth, MN 55447</b>

**Invoice**

Date	Invoice #
10/27/16	1608002

Contract
Pioneer-Sarah Creek WMC

Description	Total Amount
<b>3rd quarter 2016 invoice (July 9, 2016 to September 30, 2016) for technical services and WCA provided per Agreement A154048</b>	
<ul style="list-style-type: none"> <li>• <b>Technical Assistance</b></li> <li>• <b>WCA</b></li> </ul>	3,106.61 1,162.69
(Services provided to date include; engineering and technical review on submitted projects, erosion and sediment control planning and implementation assistance, Wetland Conservation Act administrative and technical assistance, TMDL development and implementation, floodplain assistance and information; and storm water quantity and quality work throughout the watershed).	
<ul style="list-style-type: none"> <li>• <b>Accrued 2016 costs to-date - not to exceed a total of \$23,000 for technical services and WCA in 2016 unless amended per Agreement A154048</b></li> </ul>	10,194.71
<ul style="list-style-type: none"> <li>• <b>2016 Payments and other credits to-date</b></li> </ul>	5,925.41
<i>Costs associated with the Commission's participation in the Department led volunteer monitoring/education programs (Riverwatch, SHEP, and WHEP), at a not-to-exceed amount of \$1,500, will be billed on a lump sum basis with the 4<sup>th</sup> quarter 2016 invoice</i>	
<b>AMOUNT DUE</b>	<b>\$4,269.30</b>

Make check payable to: Hennepin County Treasurer  
 Remit to: James Kujawa  
 Hennepin County Department of Environment and Energy  
 701 Fourth Avenue South, Suite 700  
 Minneapolis, MN 55415-1842.  
 Direct questions to: James Kujawa 612-348-7338

**INVOICE**

**Receipt #** 10011457  
**Invoice Date:** 10/27/2016  
**Invoice #:** 52284  
**Household #:** 126572  
**Home Phone:** (763)000-0000



PIONEER-SARAH CK WMC  
 JUDIE ANDERSON EXEC SECRETARY  
 3235 FERNBROOK LN  
 PLYMOUTH MN 55447

Three Rivers Park District  
 Administrative Center  
 3000 Xenium Lane North  
 Plymouth MN 55441-2661  
 Phone: (763)559-9000  
 www.threeriversparks.org

**POS Transaction Details**

Misc:	<b>WQM-Other Serv Charg, 128899</b>	<u>Fees + Tax</u>	<u>Discount</u>	<u>Prev Paid</u>	<u>Cur Paid</u>	<u>Amount Due</u>
Quantity:	<b>1</b>	9,420.00	0.00	0.00	0.00	9,420.00
Date:	10/27/2016					
Family Member:						
Sale Comments:	Pioneer Sarah Creek WRAPP SWIFT Contract#57102-Phase 2 Invoice period- July 1, 16 to September 30, 2016					

TOTAL INVOICED FEES	9,420.00
TOTAL INVOICED DISCOUNTS	0.00
TOTAL SALES TAX ON FEES	0.00
PREVIOUS AMOUNT PAID AGAINST FEES	0.00
PREVIOUS AMOUNT PAID AGAINST TAX	0.00
CURRENT INVOICE AMOUNT DUE	9,420.00
CURRENT OVERALL HOUSEHOLD BALANCE	9,420.00

PAYMENT IS DUE UPON RECEIPT. Please detach the payment stub at the dotted line and remit it with your payment. Make checks payable to THREE RIVERS PARK DISTRICT and write your Household (account) number on your check. If you are claiming tax exempt status, please include a copy of your tax exempt certificate or taxes cannot be removed from your account balance.

Thank you for your prompt attention to this invoice, we appreciate your patronage.



PARK DISTRICT  
3000 Xenium Lane North  
Plymouth, MN 55441-1299

**INVOICE**  
October 28, 2016

Pioneer Sarah Creek Watershed Mgmt Commission  
Judie Anderson  
Executive Secretary  
3235 Fernbrook Lane  
Plymouth, MN 55447

Pioneer Sarah Creek Watershed Management Commission  
Pioneer Sarah Creek WRAPP SWIFT Contract #57102-Phase 2  
Invoice period – July 1, 2016 thru September 30, 2016  
Household #126572

Task/Unit ID	Unit cost	Number	Total	Detailed Activity Description
<b>Task 1A Collect and deliver intact lake sediment cores</b>				
TRPD Project Manager	\$50.00			
TRPD Water Res Spec	\$45.00			
TRPD Water Res Tech	\$25.00			
<b>Total for Task 1A</b>			<b>\$0.00</b>	
<b>Task 1B Analyze sediment cores in UW-Stout lab</b>				
UW-Stout	\$9500.00			
<b>Total for Task 1B</b>			<b>\$0.00</b>	
<b>Task 1C Prepare report on results</b>				
TRPD Project Manager	\$50.00			
TRPD Water Res Spec	\$45.00			
UW-Stout	\$800.00			
<b>Total for Task 1C</b>			<b>\$0.00</b>	
<b>SUB-TOTAL FOR OBJECTIVE 1</b>			<b>\$0.00</b>	

Task/Unit ID	Unit cost	Number	Total	Detailed Activity Description
<b>Task 2A Develop loading capacities for lakes</b>				
TRPD Project Manager	\$50.00			
TRPD Water Res Spec	\$45.00			
TRPD Water Res Tech	\$25.00			
<b>Total for Task 2A</b>			<b>\$0.00</b>	
<b>Task 2B Allocate P loading capacities</b>				
TRPD Project Manager	\$50.00			
TRPD Water Res Spec	\$45.00			
TRPD Water Res Tech	\$25.00			
<b>Total for Task 2B</b>			<b>\$0.00</b>	
<b>SUB-TOTAL FOR OBJECTIVE 2</b>			<b>\$0.00</b>	

Task/Unit ID	Unit cost	Number	Total	Detailed Activity Description
<b>Task 3A Technical stakeholder process</b>				
TRPD Project Manager	\$50.00			
TRPD Water Res Spec	\$45.00			
TRPD Water Res Tech	\$25.00			
<b>Total for Task 3A</b>			<b>\$0.00</b>	
<b>Task 3B Civic engagement/community conversation process</b>				
TRPD Project Manager	\$50.00	4 hrs.	\$200.00	Preparation for Community Conversation #3
TRPD Water Res Spec	\$45.00	8 hrs.	\$360.00	Preparation for Community Conversation #3
TRPD Water Res Tech	\$25.00			
<b>Total for Task 3B</b>			<b>\$560.00</b>	
<b>SUB-TOTAL FOR OBJECTIVE 3</b>			<b>\$560.00</b>	

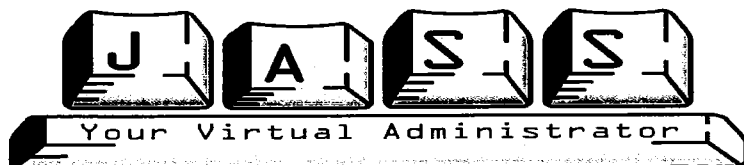


Task/Unit ID	Unit cost	Number	Total	Detailed Activity Description
<b>Task 4A Develop WRAPS and TMDL reports</b>				
TRPD Project Manager	\$50.00	12 hrs.	\$600.00	Respond to/incorporate comments from MPCA staff informal review of draft TMDL
TRPD Water Res Spec	\$45.00	8 hrs.	\$360.00	Respond to/incorporate comments from MPCA staff informal review of draft TMDL
TRPD Water Res Tech	\$25.00	10 hrs.	\$250.00	Respond to/incorporate comments from MPCA staff informal review of draft TMDL
<b>Total for Task 4A</b>			<b>\$1,210.00</b>	
<b>Task 4B WRAPS Report</b>				
TRPD Project Manager	\$50.00	70 hrs.	\$3,500.00	Prepare draft WRAPS report for MPCA informal review
TRPD Water Res Spec	\$45.00	50 hrs.	\$2,250.00	Prepare draft WRAPS report for MPCA informal review
TRPD Water Res Tech	\$25.00	60 hrs.	\$1,500.00	Prepare draft WRAPS report for MPCA informal review
<b>Total for Task 4B</b>			<b>\$7,250.00</b>	
<b>SUB-TOTAL FOR OBJECTIVE 4</b>			<b>\$8,460.00</b>	

Task/Unit ID	Unit cost	Number	Total	Detailed Activity Description
<b>Task 5A Coordinate work activities</b>				
TRPD Project Manager	\$50.00			
<b>Total for Task 5A</b>			<b>\$0.00</b>	
<b>Task 5B Prepare project progress reports</b>				
TRPD Project Manager	\$50.00	4 hrs.	\$200.00	Prepare semi-annual report for Qtr. 2 billing
<b>Total for Task 5B</b>			<b>\$200.00</b>	
<b>Task 5C Undertake other measures as necessary (consultant selection/coordination, etc.)</b>				
TRPD Project Manager	\$50.00	4 hrs.	\$200.00	Misc verbal updates for and discussions with various stakeholders
<b>Total for Task 5C</b>			<b>\$200.00</b>	
<b>SUB-TOTAL FOR OBJECTIVE 5</b>			<b>\$400.00</b>	

<b>INVOICE TOTAL</b>		<b>\$9,420.00</b>
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Payment due upon receipt.  
Thank you.



**3235 Fernbrook Lane  
Plymouth MN 55447**

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

November 10, 2016

**Total Project Area**

**General Administration**

Administrative	0.51	55.00	28.050		
Administrative	7.04	60.00	422.400		
Office Support	2.00	60.00	120.000		
Public storage	1.00	114.52	114.520		
Data Processing/File Mgmt	0.75	55.00	41.250		
Reimbursable Expense	22.86	1.00	22.860	749.080	Administration

**Meeting packets, attendance, Minutes and Meeting follow-up**

Administrative	0.99	55.00	54.450		
Administrative	10.43	60.00	625.800		
Admin - Offsite	3.50	65.00	227.500		
Reimbursable Expense	108.19	1.00	108.190	1,015.940	Meeting related activit

**Bookkeeping**

Bookkeeping	0.08	55.00	4.400		
Bookkeeping, budget, audit requests	1.74	60.00	104.400		
Treasurer's Reports	0.75	60.00	45.000		
Reimbursable Expense	24.39	1.00	24.390	178.190	Bookkeeping/TRs Audit Prep

**Website**

Pages, links, uploads	1.00	55.00	55.000		
Administrative		60.00	0.000	55.000	Website

**Education, Strategic Planning**

Administrative	0.17	55.00	9.350		
Administrative		60.00	0.000		
Reimbursable Expense	18.99	1.00	18.990	28.340	Education

**Project Reviews**

Administrative	1.17	60.00	70.200		
File Management/Archiving		50.00	0.000		
Reimbursable Expense	8.27	1.00	8.270	78.470	Project Reviews

**WCA/Wetland Projects**

Administrative	1.08	60.00	64.800		
Reimbursable Expense	7.11	1.00	7.110	71.910	WCA/Wetland

**Grant Opportunities/Applications**

Administrative - Greenfield Central Park		60.00	0.000		
Reimbursable Expense	3.33	1.00	3.330	3.330	Grant opportunities/ applications

**WRAPS**

Secretarial	0.66	55.00	36.300		
Administrative	4.40	60.00	264.000		
Admin - Comm Conversa		55.00	0.000		
Admin - Comm Conversa	5.83	60.00	349.800		
Offsite - Comm conversa	9.75	65.00	633.750		
Reimbursable Expense	35.02	1.00	35.020		
Reimbursable Expense - Comm Conversa	97.70	1.00	97.700	1,416.570	WRAPS

3,596.830      3,596.830

## RULES OF THE PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION

The purpose of these rules is to provide procedures for the operation of the Pioneer-Sarah Creek Watershed Management Commission, pursuant to and by the authority of its Joint Powers Agreement.

### I. OFFICERS AND APPOINTEES

**A.** The officers of the Pioneer-Sarah Creek Watershed Management Commission (hereafter, "Commission") shall be the Chair, Vice Chair, Secretary and Treasurer. An Executive Secretary, Deputy Treasurer, Technical Advisor and Attorney will be appointed by the Commission.

**B.** The Chair shall be the presiding officer of the Commission. He/she shall preside at all meetings of the Commission and shall have all of the same privileges of discussion, making motions and voting as do other members. The Chair may delegate certain responsibilities to the Executive Secretary as necessary to properly carry out the duties of the office.

**C.** The Vice Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair.

**D.** The Secretary or his/her delegate shall attend all meetings of the Commission and shall act as Clerk of such meetings and shall record all votes and the minutes of all proceedings in files kept for that purpose. He/she shall give notice of all meetings of the Commission and shall perform such other duties as may be prescribed by the Commission. The Secretary may delegate certain responsibilities to the Executive Secretary as necessary to properly carry out the duties of the office. The office of the Executive Secretary shall serve as the official mailing address of the Commission and the location of the Commission's official bulletin board for the posting of all notices.

**E.** The Treasurer shall have the custody of the funds and securities of the Commission and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Commission and shall deposit all monies and other valuable effects in the name and to the credit of the Commission in such depository as may be designated by the Commission. He/she shall disburse the funds of the Commission as ordered by the Commission and shall render to the Commission at regular meetings, or as they may request, an account of all his/her transactions as Treasurer and of the Financial condition of the Commission. No

Commission funds shall be disbursed without the signature of at least two officers of the Commission. For the purpose of disbursing funds, the Deputy Treasurer will be considered an officer of the Commission. The Treasurer may delegate certain responsibilities to the Executive Secretary or Deputy Treasurer as necessary to properly carry out the duties of the office.

**F.** The Commission shall at least every two years solicit interest proposals for technical consulting services before retaining the services of a Technical Advisor. The Technical Advisor shall be a non-voting member of the Commission with no financial responsibilities and shall perform such technical and advisory services as are agreed upon from time to time in addition to those specified by these rules.

**G.** The Commission shall at least every two years solicit interest proposals for professional consulting services before retaining the services of an Executive Secretary. The Executive Secretary shall coordinate activities of the Commission, accept delegated duties by the Commission officers, and accept administrative duties not assigned to officers.

**H.** The Commission shall at least every two years solicit interest proposals for legal services before retaining the services of an Attorney. The Attorney shall represent the Commission and advise the Commission in legal matters.

**I.** The officers and appointees of the Commission shall give bond as required by the Commission, and by the Joint Powers Agreement (hereafter "Agreement"), with corporate sureties satisfactory to the Commission for the faithful performance of their duties and for restoration to the Commission, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and property of whatever kind coming into their possession or under their control, belonging to the Commission. The premium on any such bond shall be paid out of Commission funds.

**J.** Other persons may be engaged to perform any service or hold any office as required by the Commission.

**K.** The term of office of all officers shall be one year, commencing March 1. Staff persons shall serve at the pleasure of the Commission.

**L.** The Commission shall hold its election of officers at the first regular meeting during the month of February each year, with newly elected officers assuming office on March 1 of that year. Written notice of the election shall be made in notices of regular meetings for the months of January and February. In any event, the officers shall be held over in their offices until such election occurs.



- M.** The budget year of the Commission shall be the calendar year.

## **II. MEETINGS**

**A.** The regular meetings of the Commission shall be held on the third Thursday of each month at a time and place determined by the Commissioners. Notice of the meeting time and place, or cancellation thereof, shall be mailed or emailed as requested to the members three days prior to the meeting and posted on the Commission's website and official bulletin board.

**B.** Written notice of all meetings of the Commission shall be sent to all Commissioners, to duly appointed Alternate Commissioners of all parties, and to the Clerk of each member city.

**C.** Special meetings of the Commission may be called by the Chair or any other three Commissioners jointly. The purpose of any special meeting shall be stated in the notice of the meeting.

**D.** Written notice of special meetings shall be mailed or emailed as requested at least two days prior to each such meeting and posted on the Commission's website and official bulletin board.

**E.** At any meeting of the Commission, the presence of a majority of the Commissioners shall constitute a quorum. The presence of an Alternate Commissioner in lieu of his/her Commissioner shall count in calculating the majority. Non-voting members shall not be calculated when determining a quorum.

**F.** If the Secretary is absent from a meeting and he/she has not delegated his/her responsibilities to the Executive Secretary, or if the Executive Secretary is absent from the meeting, the Chair shall appoint a Secretary Pro Tem for the meeting.

**G.** All meetings shall be conducted in accordance with Robert's Rules of Order Revised, except as otherwise provided in the Agreement of these Rules.

## **III. COMMITTEES**

**A.** A Technical Advisory Committee ("TAC") to the Commission is hereby created. TAC members and one or more alternate members shall be appointed by the governing body of each Member. TAC members may be, but need not be, Commissioners. The Executive Secretary and a representative from the Technical Advisor and the Three Rivers Park District shall also serve as TAC members. TAC members shall serve at the pleasure of the governing body of each Member that appoints them and are not required to meet statutory qualifications for Commissioners.

1. The purpose of the Technical Advisory Committee shall be to review guidelines, standards and policies used to evaluate plats, plans and proposals of parties to the Joint Powers Agreement and make recommendations thereon to the full Commission.

2. The Technical Advisory Committee shall schedule operations to carry out a water quality monitoring program in the watershed according to the policies of the Pioneer-Sarah Creek Watershed Management Plan and will provide technical advisory assistance to any local government unit as requested-

3. The Technical Advisory Committee shall review all local surface water management plans for consistency with the Pioneer-Sarah Creek Watershed Management Plan and the requirements of the current Metropolitan Surface Water Management Statute.

4. Technical Advisory Committee members shall undertake projects/tasks as requested or assigned to the TAC by the Commission and may participate in meetings of the Commission pertaining to those assigned projects/tasks.

**B.** An Executive Committee of the Commission is hereby created, composed of the four officers, a representative from the Technical Advisor, and the Executive Secretary and shall provide direction for the Commission. Among its duties, the Executive Committee shall assume the role of a steering committee, review these rules, formulate educational programs for the public and member staffs, review legislation and recommend action and direction to the Commission. The Executive Committee may meet from time to time at a place and time designated by the Chairman. Written notices of these meetings shall be mailed or emailed as requested to the members three days prior to the meetings.

**C.** Citizen Advisory Committee. If a need is determined by the Commission, the Commission will establish a Citizen Advisory Committee to the Commission, particularly to review and comment on specific projects undertaken by the Commission pursuant to the Watershed Management Plan.

#### **IV. PROJECT REVIEWS**

**A.** Construction/Development Requiring Commission Review. In order to protect, preserve and manage the surface water resources of the watershed, the Commission has developed goals, policies and standards to address issues related to water quantity and water quality and management of stormwater, soil erosion, floodplain alteration, wetland alteration, bridge and culvert crossings and buffer strips.

**B.** Procedures. In order to expedite the plan review in each of the categories listed

above, along with practical recommendations that will assure the application of standards in a manner consistent with the policies of the Pioneer-Sarah Creek Watershed Plan, the following procedures shall be followed:

1. All plans and proposals will be sent by the member responsible for plan reviews directly to the Administrative Office.
2. Three copies of grading plans, erosion control plans; along with the Commission form requesting plan review, applicable review fees, and the name of the applicant or his/her representative and where he/she can be reached shall be submitted.
3. The Technical Advisor will have ten (10) work days in which to determine the completeness of the application.
4. The Technical Advisor shall contact the applicant or his/her representative when additional information is required for review or a revision is required in the submitted plans.
5. One copy of the Technical Advisor's recommendations for changes will be sent to the responsible member, one copy to the applicant or his/her representative, and one copy will be filed in the Administrative Office.
6. If requested by the responsible member or the applicant, the Technical Advisor shall meet with both parties to discuss their recommendations and make revisions thereto if agreed to by the Technical Advisor.
7. The Plan with the Technical Advisor's recommendations shall then be forwarded to the Commission.

**C. Commission Approval/Disapproval of Plan Reviews.**

1. The Technical Advisor shall provide the Commission with a written report each month describing its disposition of each plan review and listing its recommendations for each plan's approval, contingent approval, or disapproval.
2. In cases where problems are encountered with the plan or proposal that cannot be resolved between the applicant or his/her representative, or member responsible for plan reviews, and the Technical Advisor, all involved persons will receive notice to come before the full Commission to present data and information on the nature of the conflict.
3. After review of the Technical Advisor's recommendations, data and information presented by others, and other pertinent information discussed or presented, the Commission will approve or disapprove each plan review presented in the written monthly report.

4. The Technical Advisor has Staff Authority to approve projects without presentation to the Commission when only erosion and sediment control review is required and when floodplain impact is less than or equal to 100 cubic yards.

5. In the case of project applications involving wetlands, and when the Commission is the Local government Unit (LGU) for the Wetland Conservation Act (WCA), the Technical Advisor has Staff Authority to grant no-loss exemption certificates, de minimis exemptions and certificates, approve pond excavations, approve wetland delineations, and sign off on Technical Evaluation Panel (TEP) findings for wetlands less than or equal to one-half acre in size.

D. Enforcement Policy. In the event that enforcement of the Commission's review actions is required and is not undertaken as a matter of course by the submitting member, the Commission will tender the matter to the member for enforcement by it in accordance with its official controls. This referral policy is in accordance with the Agreement and the statutory powers to which it refers.

## **V. ANNUAL REQUIREMENTS**

A. Requirements for annual financial, activities and audit reports. Within 120 days of the end of the Commission's fiscal year, the Commission shall submit to the Board of Water and Soil Resources a financial report, an activity report, and an audit report for the preceding fiscal year if it has expended or accrued funds during that time. These reports may be combined into a single document. The audit report for the preceding fiscal year must be prepared by a certified public accountant or the state auditor and forwarded to the state auditor's office within 180 days of the end of the fiscal year. For the required contents of these reports, refer to the appropriate State Rule. Audits of qualifying low budget organizations are required only once every five years instead of every year. Refer to Minn. Stat. §§ 6.756 and 412.591, subd. 3 for threshold total annual revenue amounts.

B. The Technical Advisor and Executive Secretary shall develop an Annual Work Plan prior to the annual budget meeting of the Commission.

## **VI. WATER APPROPRIATION FOR NON-ESSENTIAL USES**

A. Policy. In order to comply with Minnesota Statutes 103B.211 Subd. 4 and 5, or its successor, which requires permits for non-essential water appropriation uses such as lawn sprinkling, car washing, and golf course and park irrigation, the following standards and application form have been established by the Commission.

**B .** Scope. Every tributary of the Pioneer-Sarah Creek Watershed qualifies.

**C.** Standards and Criteria.

**1.** From lakes. Permits will be issued to lakeshore (riparian) owners for appropriation for non-essential uses from the lakes. Each permit shall recite a minimum lake level elevation which requires cessation of all appropriation if and when that minimum elevation is reached. In the event such minimum elevations are changed, the elevation recited in permits issued shall remain governing until the permits expire.

**2.** From Pioneer and Sarah Creeks and their tributaries. Because flows are nominal except during periods of flooding and high water, no permits will be issued. Any lake or waterway frontage (riparian) owner may petition the Commission for revision of this rule. The petition shall be accompanied with the facts, reasons, and photos or other exhibits showing why this rule is unreasonable generally or under the specific circumstance of the petitioning riparian owner.

**3.** From wetlands. No permits will be issued, except on a showing of hardship or unique circumstances.

**4.** Permit applications. Permit applications will be in the form included as part of these rules and when executed and delivered by U.S. Mail to the address provided will constitute the permit. Each permit will be valid for two (2) calendar years.

**5.** No vested rights. No rights to appropriate will vest with the owner, run with the land, or otherwise attach to the property regardless of the renewals made or any other factors.

## **VII. MISCELLANEOUS**

**A** Code of Ethics is attached as an appendix to these Rules and has been adopted separately.

## **VIII. AMENDMENTS**

These rules, after written notice to the members four days prior to the meeting, may be amended by the affirmative vote of the voting majority of the Commissioners. A majority of a quorum is not sufficient to amend these rules.

Contract No: A166464

## COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (COUNTY), A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Environment and Energy Department, 701 Fourth Avenue South, Suite 700, Minneapolis, Minnesota 55415-1600, (DEPARTMENT) and the Pioneer-Sarah Creek Watershed Management Commission, a joint-powers board organized under the Laws of the State of Minnesota, 3235 Fernbrook Lane, Plymouth, Minnesota, 55447, (COMMISSION).

### RECITALS:

WHEREAS, the COMMISSION and the COUNTY, wish to protect natural resources within the Pioneer-Sarah Creek watershed in Hennepin County, and

WHEREAS, the COMMISSION and the COUNTY benefit from a cooperative effort to protect these resources, and

WHEREAS, the COMMISSION wishes to retain the DEPARTMENT to provide technical services related to conservation promotion and education, technical assistance, monitoring, inventory and assessment and administrative services as set forth in the attached Exhibits, and

WHEREAS, the COMMISSION wishes to contribute to the volunteer monitoring programs and educational services performed by the DEPARTMENT in the Pioneer-Sarah Creek watershed, and

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY, on behalf of the DEPARTMENT, and the COMMISSION agree as follows:

#### 1. TERM AND COST OF THE AGREEMENT

The DEPARTMENT agrees to furnish technical services set forth in the attached Exhibits to the COMMISSION commencing January 1, 2017 and terminating December 31, 2017.

The DEPARTMENT, in collaboration with the COMMISSION, will designate qualified staff to serve as technical advisors to the COMMISSION. Other DEPARTMENT personnel will be called upon as appropriate to the nature of the work.

In full consideration for services under this Agreement, the DEPARTMENT shall charge the COMMISSION for actual wages and personnel costs as set forth in Section 2. Costs for services for activities detailed in the attached Exhibits include:

**Exhibit A: Technical Services: Not-to-exceed \$23,000**

**Exhibit B: Volunteer Monitoring/Educational Programs: Not-to-exceed \$1,500**

**Total 2017 Technical Service Agreement: Not-to-exceed \$24,500**

Any additional costs for extended work load after the "not-to-exceed" limit has been reached, special studies, or capital projects, must be set forth in a written amendment to this Agreement and will be billed on an hourly basis set forth in Section 2.

#### 2. BILLING RATES AND PAYMENT FOR SERVICES

- a) Services in Exhibit A are billed on an hourly basis at the rate of \$23.61 - \$69.35 per hour, based on personnel and task.

Professional Engineer, Water Resources	\$69.35 per hour
Sr. Environmentalist, Water Resources	\$61.18 per hour
Environmentalist, Information Writer & Tech. Asst.	\$55.60 per hour
Planning Analyst	\$32.51 per hour
Engineering Technician	\$23.61 per hour

- b) Payment for services shall be made directly to the DEPARTMENT after completion of the services upon the presentation of a claim in the manner provided by law governing the COUNTY'S payment of claims and/or invoices. The DEPARTMENT shall submit an invoice for services provided in Exhibit A on a quarterly basis, while services in Exhibit B will be billed on an annual lump sum basis in December. Payment shall be made within thirty-five (35) days from receipt of the invoice.
- i. Any capital equipment or material expenses purchased as part of this Agreement shall be pre-approved by the COMMISSION, be billed as they are accrued, and shall be the property of the COMMISSION.

### 3. EQUAL EMPLOYMENT OPPORTUNITY- CIVIL RIGHTS

During the performance of this Agreement, the COUNTY agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance, criminal record, creed or national origin, be excluded from full employment rights in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

### 4. STANDARDS

The COUNTY shall comply with all applicable Federal and State statutes and regulations as well as local ordinances now in effect or hereafter adopted. Failure to meet the requirements of the above may be cause for cancellation of this contract effective the date of receipt of the Notice of Cancellation.

### 5. INDEPENDENT CONTRACTOR

It is mutually understood that the DEPARTMENT acts as an independent contractor. The DEPARTMENT shall select the means, method, and manner of performing the services herein. DEPARTMENT employees shall not be considered to be either temporary or permanent employees of the COMMISSION.

### 6. INDEMNIFICATION

The COUNTY and the COMMISSION mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless for any and all damages, liability or cost (including reasonable attorneys' fees and costs of defense) arising from their own negligent acts, errors or omissions in the performance of their services under this agreement, to the extent each party is responsible for such damages and losses on a comparative basis of fault. Parties agree to provide proof of contractual liability insurance upon request. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the COUNTY or the COMMISSION may enjoy under law.



7. DATA PRACTICES

All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the COUNTY's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009. The COUNTY agrees to abide by these statutes, rules and regulations and as they may be amended.

18. MERGER AND MODIFICATION

- a) The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- b) Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. The express substantive legal terms contained in this Agreement including but not limited to the License, Payment Terms, Warranties, Indemnification and Insurance, Merger and Modification, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope or work, development specification or other development process or document.

9. DEFAULT AND CANCELLATION

Either the COUNTY or the COMMISSION may terminate this Agreement with or without cause by giving the other party forty-five (45) days written notice prior to the effective date of such termination. If the COMMISSION terminates this Agreement, it may specify work to be performed by the COUNTY before termination is effective and shall pay the COUNTY for services performed by the COUNTY up to the time specified for termination. If the COUNTY terminates the Agreement, it will not be compensated for part completion of a task except to the extent part completion has value to the COMMISSION.

10. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

All property of the COMMISSION used, acquired or created in the performance of work under this Agreement, including documents and records of any kind, shall remain the property of the COMMISSION. The COMMISSION shall have the sole right to use, sell, license, publish, or otherwise disseminate any product developed in whole or in part during the performance of work under this Agreement.

11. CONTRACT ADMINISTRATION

In order to coordinate the services of the DEPARTMENT with the activities of the COMMISSION so as to accomplish the purposes of this Agreement, Randy Anhorn, Supervisor, Land and Water Unit, or his successor, shall manage this Agreement on behalf of the Department and serve as liaison between the COUNTY and the COMMISSION. COMMISSION will



designate in writing to the DEPARTMENT the name and telephone number of the person responsible for managing this contract on behalf of the COMMISSION.

12. AMENDMENTS TO AGREEMENT

This Agreement may be amended as agreed to by the COMMISSION and COUNTY in the form of an agreement amendment executed by both parties.

13. NOTICES

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to the COMMISSION shall be sent to the address stated in the opening paragraph of the Agreement.

14. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and their performance. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

## COUNTY ADMINISTRATOR AUTHORIZATION

Reviewed by the County Attorney's  
Office

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

\_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
David J. Hough, County Administrator

By: \_\_\_\_\_  
Assistant County Administrator - Public Works

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

### Recommended for Approval

By: \_\_\_\_\_  
Director, Environment and Energy Department

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

### PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION

The COMMISSION certifies that the person who executed this Agreement is authorized to do so on behalf of the COMMISSION as required by applicable articles, bylaws, resolutions or ordinances.\*

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

Signed: \_\_\_\_\_

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

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

\* COMMISSION shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time COMMISSION returns the Agreement to the County. Documentation is not required for a sole proprietorship.

## **EXHIBIT A**

### **2017 WATERSHED GENERAL TECHNICAL ASSISTANCE**

#### **TASKS**

The Hennepin County Environment and Energy Department (DEPARTMENT) will provide Pioneer-Sarah Creek Watershed Management Commission (COMMISSION) with a variety of technical assistances in support of its Watershed Management Plan and Lake Independence and Lake Sarah TMDLs.

Services are delivered on a time and materials basis, with a not-to-exceed amount of listed in Section 1 of this Agreement, except as may be authorized via separate work order or agreement amendment approved prior by both parties.

#### **1. Meeting attendance**

As requested by the COMMISSION, DEPARTMENT staff will attend regular Board and technical advisory committee (TAC) meetings and advise the COMMISSION regarding other technical issues that may come before the COMMISSION.

#### **2. Site plan reviews**

Per the request of the COMMISSION, DEPARTMENT staff will review site development plans for compliance with Pioneer-Sarah Creek watershed, state and federal requirements for erosion and sediment control, stormwater management, wetlands and floodplain protection. Prepare and present recommendations regarding plan approvals for the COMMISSION.

#### **3. Respond to inquiries from the public**

The DEPARTMENT staff will provide applicants with information regarding COMMISSION requirements.

In addition, at the request of the COMMISSION, DEPARTMENT staff will assist landowners within the Pioneer-Sarah Creek watershed who contact COMMISSION for conservation program information and/or technical assistance.

#### **4. Design and contractor assistance**

At the request of the COMMISSION, DEPARTMENT staff will provide technical assistance regarding the design, implementation and performance of projects and practices initiated by the COMMISSION and oversee work performed by the COMMISSION engineering consultants.

## EXHIBIT B

### 2017 VOLUNTEER MONITORING PROGRAMS AND EDUCATIONAL SERVICES

#### TASKS

The Hennepin County Environment and Energy Department (DEPARTMENT) will provide Pioneer-Sarah Creek Watershed Management Commission (COMMISSION) with a variety of volunteer monitoring and environmental education and outreach oversight in support of its Watershed Management Plan and Lake Independence and Lake Sarah TMDLs.

Services are delivered on a time and materials basis, with a not-to-exceed amount listed in Section 1 of this Agreement, except as may be authorized via separate work order or agreement amendment approved prior by both parties.

**1. Coordination of volunteer monitoring programs**

The DEPARTMENT staff will coordinate the following volunteer water quality monitoring programs in the Pioneer-Sarah Creek Watershed: River Watch.

**2. Volunteer Outreach**

The DEPARTMENT staff, in collaboration with COMMISSION, will work to find school groups and/or adult volunteers to monitor up to two (2) designated stream sites for the River Watch program within the Pioneer-Sarah Creek Watershed.

**3. Volunteer monitor training and oversight**

As part of the volunteer programs, DEPARTMENT staff will coordinate and offer training for each programs' monitoring and provide continual assistance in sample collection and identification.

**4. Data quality assurance**

The DEPARTMENT staff will provide all quality assurance checks on field and invertebrate data for the River Watch and Stream Health Evaluation programs.

**5. Reporting**

Following the year's monitoring and compilation of collected data, DEPARTMENT will prepare an annual report of monitoring results and to COMMISSION.

**6. Costs**

- a) ***River Watch Program:*** The COMMISSION shall pay the DEPARTMENT \$750.00 per River Watch site for stream monitoring up to two (2) sites as part of the 2017 River Watch Program for data and educational services. Fees will be used to cover all training, equipment and transportation for the students to and from the site, Quality Assurance/Quality Control, reporting and presentations as requested. The total amount of work authorized by this Agreement for stream monitoring and educational services associated with the River Watch Program shall not-exceed one thousand five hundred dollars (\$1,500.00).

In 2017, the total for providing a variety of volunteer monitoring and environmental education and outreach oversight shall not-exceed one thousand five hundred dollars (\$1,500.00).

## Notes from Community Conversation Workshop 11/2/16

### **Facilitator: Rachel Olmanson**

1. Ardmore and Half Moon have the worst water quality
2. Group thought the criteria list was complete and discussed upstream/downstream considerations in terms of location, that landowner willingness is key and continued education and knowledge is needed to help get buy-in from landowners
4. Thought priorities were correct – Independence and Sarah are highly visible lakes. Also discussed presenting Dance Hall Creek projects at Council Meetings, and the need to leverage Lake Associations

1. Discussed Maple Plain and Loretto – what can they do? Keep focusing on education, specifically the concept of a watershed – people that live in Maple Plain/Loretto recreate on Lake Independence/Sarah
2. Help find funding sources and work with farmers, help cities prioritize. Commission can help with grant writing – make sure they get out the word on schedule for grant applications so they are ready
3. Commission – education, newsletter, clean-up events need to raise awareness, present at council meetings, share success stories

### **Facilitator: Joe B.**

- Discussed how protection should also be prioritized – Rebecca, Little Long
- Commission should highlight projects like Lake Rebecca and the Shriner's farm

### **Facilitator: Amy Timm**

- Ordinance, no phosphorus use – including lawn care
- Extra \$ for taking away leaves in a container
- Get Nature Conservancy involved to buy wetlands from landowners
- Start a horse club to engage and promote best practices
- Don't forget the creeks

### **Facilitator: Jim K/Amy**

1. Ardmore, Half Moon, Sarah
2. Preservation of existing slough's wetlands, AIS prevention
3. Like the selection
  1. yes, buy wetlands from landowners
  2. get landowner support
  3. people
  4. not sure

### **Facilitator: Rich Brasch, TRPD**

Small Group Discussion Summary:

Topic 1 – Selecting Our Priorities for Action

1. Ardmore, Spurzem, and Half Moon are the worst quality lakes of those that have been assessed, and get the lowest WQ grades
2. The group thought the criteria seemed complete and correct, with the possible addition that whether the lake has a developed public access should be added to the list (may be implicit in second bullet under the 5<sup>th</sup> criteria).
3. There is no question to answer
4. The top three priorities of Lake Independence, Lake Sarah, and South Whaletail Lake make sense as the Commission's top three priorities for restoration efforts.

## Topic 2 – Roles, Responsibilities, and Expectations for Moving Forward

1. Re-evaluation of internal load component for Lake Independence should be undertaken, with the idea that the estimate in the original TMDL might be low, given the lack of tools the TMDL authors had to work with compared to now to support such an estimate. One group member also brought up the importance of paying more attention to water quality improvements in the creeks of the watershed.
2. Cooperation/willingness of private land owners to install BMP's where necessary is the most important, followed by securing adequate financial support to fund those improvements
3. One of the major priorities is to find a way to build relationships with/secure the cooperation of key rural/ag land owners in adopting BMP's and improving land management practices on land they control. Some of this should come from local government leaders, but a bigger role should be played by local ag extension-type staff that have the credibility and knowledge to develop and sustain relationships with this group over the long term. A second set of skills/resources needed is securing grants, since it is unlikely there will be enough local financial resources to fully fund many of the projects needed.
4. The Commission should budget for an ag extension-type person as a contracted service, much as it does now for the technical services it now receives from Hennepin County.

### Notes from Judie

Things the Commission can do for the cities:

1. Help cities prioritize their projects
2. Find funding sources
3. Write grants
4. Create awareness – write articles for city websites.
  - a) JASS get info re projects for Annual Report, circulate to cities.

I suggest we interview Shriners re their project, add pictures, and use as a promo piece.

Also mentioned, Commission should buy wetlands

## MEMORANDUM

**TO:** Pioneer-Sarah Creek Watershed Management Commission  
**FROM:** James Kujawa, Hennepin County Dept. of Environment and Energy  
**DATE:** November 10, 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.

**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. Instead of an 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. The fill has been removed from the wetland. The resultant slope is not stable (vertical). **This item will be removed from the report.**

**2016-02W Budd Avenue Utility and Street Improvement Project, Maple Plain.** The City is proposing to reconstruct Budd Avenue between Independence Street and their north border with Independence (approximately 1300 feet). The Commission reviewed the site based on 583 SF of wetland impacts (wetland replacement plan) and for compliance with the Commission's Third Generation Plan. The Commission approved the wetland replacement plan and project at their July meeting. This item will remain on the report until the wetland banking credits are purchased from BWSR.

**2016-04 Pheasant Meadows Site Plan, Greenfield.** The applicant is proposing 16 single family lots on his 80-acre parcel. Each lot averages about three acres of buildable area. The Commission approved site plans dated August 26, 2016 contingent upon:

- 1) Buffer and preservation easement documentation must be provided for preliminary approvals from the City and Commission. These documents must be recorded on the land title of the property and a copy of the recorded documents must be provided to the Commission.
- 2) Additional buffer/conservation easement signage must be provided with the site plan (per item 14 of the findings dated September 2, 2016. This item has been completed.
- 3) Pond and outlet pipes and riprap must be extended to the edge of the NWL of the wetlands. An O and M plan for the native seeding must be provided. This item has been completed.

**2016-05 Proto Labs Parking Lot Expansion, Maple Plain.** Proto Labs is expanding their parking area into two vacant lots just east of their existing facility in the Maple Plain Industrial Park. The site is located just north of Highway 12. 2.79 acres of new impervious areas will be created with this expansion. Based on the Commission's stormwater management plan, this site must be reviewed for compliance to the Commission's stormwater management, grading and erosion control standards. No wetlands or floodplains are located in the expansion lots. The Commission approved this project contingent upon:

- 1) Operation and maintenance agreement on the biofiltration basin per Staff findings dated September 6, 2016.
- 2) Establishment and maintenance plan for the Biofiltration basin. This item has been completed.
- 3) Erosion control construction sequencing clarification per Staff findings dated September 6, 2016. **This item has been completed.**

**2016-06W Jubert Hills Wetland Delineation, Greenfield.** Wetland delineation information has been received for this 20-acre parcel located on Pioneer Trail, near 69th Avenue. Staff reviewed the site and discovered a WCA violation. The landowner said he restored the site, but Staff will verify before approving the delineation report. This site is proposed to be split into two residential lots. It is currently agriculture cropland. Because no grading or public roads/improvements are proposed, if the violation has been corrected, Staff will only review and approve the wetland delineation and require the wetlands and buffers be placed under an easement and monuments established. No other approvals will be required.

## **BUFFERS IN THE WATERSHED**

Kirsten Barta, Rural Conservationist at HCEE, conducted an initial buffer analysis of the Pioneer-Sarah Creek watershed. She identified approximately 800 impacted parcels. Of these, 22 are currently non-compliant, 35 need further field review, and five properties need further review since they may be located partially in the Minnehaha Creek watershed.

## **PIONEER-SARAH CREEK WRAPS**

Phase 2 of the Pioneer Sarah Creek WRAPS project 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 third Community Conversation was held on November 2. There were 33 attendees. The Commissioners will discuss the event at their November 17 meeting.**

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