



ADMINISTRATIVE OFFICE: 3235 Fernbrook Lane N • Plymouth, MN 55447
763.553.1144 • Fax: 763.553.9326

November 10, 2023

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 16, 2023, at 6:00 p.m. This will be an **in-person** meeting held at Maple Plain City Hall, 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 the regular meeting, please telephone 763.553.1144 or email me at amy@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 the meeting

Regards,

Amy A. Juntunen, Administrator
AAJ:tim

cc: Alternates
Roz Davis, Kris Guentzel, HCEE
Brian Vlach, TRPD
Joel Jamnik, Attorney

Andrew Vistad, Hakanson-Anderson
City Clerks MPCA
Met Council BWSR
official newspapers DNR

Z:\Pioneer-SarahCreek\Meetings\Meetings 2023\3 notice.doc

REGULAR MEETING AGENDA

November 16, 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. October meeting minutes.*
 - b. November Claims/Treasurer's Report.*
3. Open forum.
4. Action Items.
 - a. Adelman Project Funding Request.*
 - b. Kingston Project Funding Request.*
 - c. Designate Commission WBIF Representative.
5. Old Business.
 - a. Bohland Draft Cost Share Agreement.*
 - b. Grant Tracking Update.*
6. New Business.
7. Education.
8. Staff Reports.
 - a. TAC Minutes.*
 - b. Engineer's Report.
 - c. HCEE Report.**
 - d. TRPD Report.
9. Commissioner Reports.
10. Other Business.
11. Adjournment. (Next scheduled meeting: December 21, 2023).

REGULAR MEETING
Minutes
October 19, 2023

1. CALL TO ORDER. A regular meeting of the Pioneer-Sarah Creek Watershed Management Commission was called to order by Vice Chair Mark Workcuff at 6:03 p.m., Thursday, October 19, 2023, at Maple Plain City Hall, 5050 Independence Street, Maple Plain, MN.

Present: Mark Workcuff, Greenfield; Andrew Burak, Maple Plain; Pat Wulff, Medina; Peter Vickery, Minnetrista; Roz Davis and Kris Guentzel, Hennepin County Environment and Energy (HCEE); Andrew Vistad, Hakanson-Anderson; Brian Vlach, Three Rivers Park District (TRPD); Diane Spector, Stantec; and Amy Juntunen, JASS.

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

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

a. **September 21, 2023 Regular Meeting Minutes.***

b. **October Treasurer's Report/Monthly Claims *** totaling \$5,268.29.

4. OPEN FORUM.

5. ACTION ITEMS.

a. **Dance Hall Creek Design Scope.*** The BMP analysis performed as part of the recent Dance Hall Creek Subwatershed Assessment update identified several potential BMPs in this area, some that would be retrofits and some to be included as part of new development as land use changes. This scope focuses on BMPs #1 and #2 in the subwatershed assessment. BMP #1 is the enhancement of a wetland just north of Highway 55 and involves potentially altering the outlet of a MnDNR public wetland basin.

BMP #2 is restoration of a stormwater pond/wetland adjacent to Dance Hall Creek and includes three options to investigate to determine the best potential option. Those options are: restoring the wetland to a deep marsh system, creating an off-line treatment system along with wetland enhancement, or creating an in-line pond within Dance Hall Creek. This scope covers management, site investigation and survey, followed by modeling to determine the impacts to downstream flow and water quality. Analysis of data, permitting requirements and water quality benefits will determine which option is best and 30% design plans will be developed. The scope includes meetings with MnDNR, Hennepin County and the TAC, as well as a final report and final 30% design drawings after any modifications resulting from meeting feedback. The total cost of the scope as proposed is \$55,833. This scope includes up to three iterations of design plans after feedback and permitting discussions.

The Commission has approximately \$26,000 remaining in North Fork Crow WBIF funding that is set to expire on December 31, 2023 and can be used for this project. The remaining funds needed

could be funded through reserved CIP funds (current balance \$165,127) or unreserved/unrestricted Commission funds (current balance \$332,880). Another option would be to split the scope into two phases and fund the second phase in July 2024 when the new 2025 WBIF allocation becomes available.

Motion by Burak, second by Vickery to approve the scope as presented, to be funded in two phases with \$30,000 to be funded currently from 2021 WBIF grant funds and unreserved funds and the second phase to be funded by 2025 WBIF grant funds. *Motion carried unanimously.*

Motion by Burak, second by Workcuff to grant staff administrative authority to discuss potential reallocation of 2021 South Fork Crow WBIF grant funding to this project with BWSR. *Motion carried unanimously.*

b. GS68 Design, Independence.** Staff is requesting Commission approval to solicit bids from contractors to implement this project in late fall/early winter 2023-24 while there is minimal flow in the channel. This project will install three cross vanes to re-center flow and prevent bank undercutting, armor the toe of the gully, and stabilize the gully to prevent future erosion. Motion by Burak, second by Vickery to approve staff solicitation of construction bids for the gully stabilization project. *Motion carried unanimously.*

This project also includes scraping sediment from the pond to which this gully flows and has a significant sediment delta. This project will likely be completed by a separate contractor and has a separate funding source. Motion by Vickery, second by Burak to approve staff solicitation of bids for the sediment removal project. *Motion carried unanimously.*

c. Bridgevine Ravine Stabilization.* The Bridgevine development, a former farm and orchard adjacent to Lake Independence, was approved by the Commission in November 2022. 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, 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. These recommendations are above and beyond the ravine stabilization requirements. BohLand proposes to install seven cross vanes and create the settling basin while completing the basic ravine stabilization project. 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. BohLand is requesting a total of \$30,225 to construct the cross vanes and settling pond. Staff proposes to fund this with \$22,669 in 2021 SFC WBIF grant funds and a Commission match of \$7,556. The total ravine stabilization project cost is approximately \$129,000.

Motion by Vickery, second by Burak to approve funding the Bridgevine ravine stabilization improvements as noted above. *Motion carried unanimously.*

d. Adelmann/Kingston Project Updates.* Adelmann is purchasing lakeshore lots 9 and 10 in the Bridgevine development and Kingston is purchasing lakeshore lot 4. Both lots have some lakeshore erosion and are sparsely vegetated. Both property owners are looking to complete shoreline restoration projects to prevent future erosion. The Kingston project cost estimate is \$68,070 and Adelmann's is \$115,000. More finalized plans are necessary to complete cost benefit and removal estimates. There is

approximately \$113,000 in remaining 2021 Lake Independence and Spurzem BMP WBIF funding available. Contracts would be required to ensure private owners maintain and keep the native plantings for a period of 10 years. The TAC will discuss further and have more information about these two projects at the November meeting.

6. OLD BUSINESS.

Kingswood Conservation Partnership Legacy Grant application.* A copy of the application is included in the meeting packet. Vlach will bring a funding request to the Commission if the grant is awarded. Additional funding for the project would be provided by Hennepin County (\$50,000), TRPD (\$22,000), City of Minnetrista (\$15,000), and the Commission request would be for \$20,000. If the grant is awarded the next steps include finalizing design, construction cost estimate and permitting costs. Funding requests would be made after those items are determined.

7. NEW BUSINESS.

Grant Tracker.* A new spreadsheet tracking current grants, with income, expenditures, and grant match funding was included in the meeting packet for review.

8. EDUCATION.

Hennepin County Habitat Conservation Program Workshops.* Most programming for these projects is habitat-based, rather than water quality. There are two upcoming workshops that discuss conservation easements, habitat improvement projects eligible for grant funding, and biological monitoring. The workshops are in-person at Ridgedale Library on November 6 at 10:30 a.m. and virtual on November 14 at 8:30 a.m. Register to attend at <https://forms.office.com/g/G2MuCupY38> or contact Matt Stasica at matt.stasica@hennepin.us.

9. STAFF REPORTS.

a. **Engineer's Report.*** The sediment analysis for GS68 resulted in "unrestricted for land application." This result means that the spoils will not need to be treated as hazardous waste, which would have increased the cost of the project significantly.

b. **HCEE Report.***

County staff have been working with the **Bridgevine development** and lot purchasers on potential projects described in items 5.c. and 5.d.

Fencing installation is underway at the **Shriner Horsemen** property. The next steps for this project will be undertaken in 2024. They also gave permission to pull sediment cores from the wetland on the property to analyze for a sediment scrape, possibly to be done yet this fall.

Vlach received tentative approval to use the Horsemen property to access the **Lake Rebecca Channel Restoration** area. The Horsemen are concerned that trees on TRPD land may fall on their fencing, so TRPD may remove those trees at the same time as the channel restoration project.

The wetland delineation at the **Vinland National Center** was completed. The County has hired EOR to complete the project design work.

The **Conservation Connection** newsletter went out October 10. A subwatershed postcard mailing to Lake Independence area owners with 5+ acres of land has been sent to solicit cost-share or water quality opportunities.

Good Steward grants are open until November 14 and another round of Lawns to Legumes funding is open with up to \$400 per applicant.

c. **TRPD Report.** Over 5,000 visitors came to the **Gale Woods Farm Octoberfest** event. TRPD staff manned a water quality booth and showed sediment cores taken from Whaletail Lake, along with discussing the alum treatment and providing general water quality information.

10. COMMISSIONER REPORTS.

Wulff. The stream between Lakes Ardmore and Independence is running bank-full after being dry all summer.

11. OTHER BUSINESS.

The **next regular meeting** is scheduled for November 16, 2023, at Maple Plain City Hall.

12. ADJOURNMENT. There being no further business, motion by Wulff, second by Burak to adjourn. The meeting was adjourned at 8:29 p.m.

Respectfully submitted,



Amy Juntunen
Administrator
AAJ:tim

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**Pioneer-Sarah Creek Watershed
Cash Disbursements Journal
For the Period From Nov 1, 2023 to Nov 30, 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
11/16/23		50100	General Engineering	371.20	
		50100	23-04 Pioneer Trail	517.50	
		50100	23-05 CenterPoint Energy	517.50	
		66002	Gulley Stabilization (N Fork Crow '21WBIF)	77.15	
		66002	Pond Excavation (N Fork Crow '21WBIF)	77.15	
		10100	Hakanson Anderson Associates, Inc.		1,560.50
11/16/23			Q3 Inquiries, Conservation Promotion, BMP Implementation	2,931.14	
		10100	Hennepin County Treasurer		2,931.14
11/16/23		51100	Administration	1,106.76	
		51100	Meeting-related	1,118.63	
		51100	Bookkeeping	208.21	
		51400	Website	69.00	
		51120	Project Reviews	69.75	
		52000	TAC / Convene	80.00	
		10100	Judie Anderson's Secretarial Service		2,652.35
11/16/23		66002	Sediment Sampling (N Fork Crow '21WBIF)	4,080.00	
		10100	Braun Intertec Corporation		4,080.00
Total				11,223.99	11,223.99

INVOICE



The Science You Build On.

PLEASE REMIT TO

Braun Intertec Corporation
Lockbox #446035 PO BOX 64384
Saint Paul, MN 55164-0384

Telephone (952) 995-2000
Fax (952) 995-2020
Tax I.D. 41-1684205

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

Date 11/7/2023
Invoice number B364740
Project ID B2308907
Customer account [37547](#)
Customer PO

Independence Pond

Sediment Sampling
Pond GS68
Independence, MN

For Professional Services rendered through 11/4/2023

1 - Sediment Sampling

1.1 - Sediment Sample Collection	\$1,752.50
1.2 - Soil Chemistry	\$641.30
1.3 - Project Coordination and Reporting	\$1,686.20

\$4,080.00

Total Fees

\$4,080.00

Amount Previously Invoiced: \$0.00
Amount Invoiced to Date: \$4,080.00

Please pay from this invoice.

Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate,
unless otherwise specified by written agreement.

	Qty/Hours	Rate	Amount
1 - Sediment Sampling			
1.1 - Sediment Sample Collection			
Consulting Services Detail			
Staff Consultant I	11.50	104.00	1,196.00
Staff Consultant III	1.25	134.00	167.50
Non-Salary Detail			
Pond Sampling Equipment, per day	1.00	170.00	170.00
ENV Trip Charge	1.00	80.00	80.00
iPad/R1 Field Data GPS (sub-meter horizontal only), per day	1.00	139.00	139.00
Total 1.1 - Sediment Sample Collection			\$1,752.50
1.2 - Soil Chemistry			
Non-Salary Detail			
Pace Analytical Services, LLC	1.00	641.30	641.30
Total 1.2 - Soil Chemistry			\$641.30
1.3 - Project Coordination and Reporting			
Consulting Services Detail			
Project Assistant	1.25	96.00	120.00
Project Control Specialist	1.10	96.00	105.60
GIS/CAD Specialist II	1.40	124.00	173.60
Staff Consultant III	4.50	134.00	603.00
Project Consultant I	3.00	149.00	447.00
Principal Consultant I	1.00	237.00	237.00
Total 1.3 - Project Coordination and Reporting			\$1,686.20
Total 1 - Sediment Sampling			\$4,080.00
Total Project			\$4,080.00

INVOICE SUMMARY FROM HAKANSON ANDERSON

PIONEER SARAH WATERSHED MANAGEMENT COMMISSION

INVOICES FOR SEPTEMBER 2023

Project ID & Description	Invoice Number	Invoice Date	Amount
PSC401 GS68 GULLEY STABILIZATION	51780	10/31/23	77.15
PSC402 GS68 POND EXCAVATION	51781	10/31/23	77.15
PSC901-2023 GENERAL ENGINEERING FOR PIONEER SARAH WMC 2023	51782	10/31/23	1,406.20
			1,560.50



3601 Thurston Avenue
Suite 101
Anoka, MN 55303

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

Invoice number 51780
Date 10/31/2023

Project **PSC401 GS68 GULLEY STABILIZATION**

Professional Services Provided Through 09/30/2023

DESIGN

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad	09/29/2023	0.50	115.00	57.50
SITE VISIT TREE REMOVAL				
PROFESSIONAL FEES SUBTOTAL				57.50

Reimbursables

	Date	Units	Rate	Billed Amount
MILEAGE	09/29/2023	30.00	0.655	19.65
REIMBURSABLES SUBTOTAL				19.65
DESIGN SUBTOTAL				77.15

AMOUNT DUE THIS INVOICE 77.15

Invoice Summary		Current Billed	Prior Billed	Total Billed
	Total	77.15	5,600.00	5,677.15



3601 Thurston Avenue
Suite 101
Anoka, MN 55303

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

Invoice number 51781
Date 10/31/2023

Project **PSC402 GS68 POND EXCAVATION**

Professional Services Provided Through 09/30/2023

DESIGN

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad	09/29/2023	0.50	115.00	57.50
SITE VISIT WETLAND DELINEATION				
PROFESSIONAL FEES SUBTOTAL				57.50

Reimbursables

	Date	Units	Rate	Billed Amount
MILEAGE	09/29/2023	30.00	0.655	19.65
REIMBURSABLES SUBTOTAL				19.65
DESIGN SUBTOTAL				77.15
AMOUNT DUE THIS INVOICE				77.15

Invoice Summary	Current Billed	Prior Billed	Total Billed
Total	77.15	0.00	77.15



3601 Thurston Avenue
Suite 101
Anoka, MN 55303

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

Invoice number 51782
Date 10/31/2023

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

Professional Services Provided Through 09/30/2023

GENERAL ENGINEERING

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad MONTHLY MEETING	09/21/2023	3.00	115.00	345.00
PROFESSIONAL FEES SUBTOTAL				345.00

Reimbursables

	Date	Units	Rate	Billed Amount
MILEAGE	09/21/2023	40.00	0.655	26.20
REIMBURSABLES SUBTOTAL				26.20
GENERAL ENGINEERING SUBTOTAL				371.20

2023-04 PIONEER TRAIL

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad 2023-04 PLAN REVIEW NO 1	09/13/2023	2.00	115.00	230.00
Andrew Vistad 2023-04 PLAN REVIEW NO 1	09/14/2023	2.00	115.00	230.00
Andrew Vistad 2023-04 PLAN REVIEW NO 1	09/22/2023	0.50	115.00	57.50
PROFESSIONAL FEES SUBTOTAL				517.50
2023-04 PIONEER TRAIL SUBTOTAL				517.50

2023-05 CENTERPOINT ENERGY

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad 2023-05 PLAN REVIEW NO 1	09/13/2023	2.00	115.00	230.00
Andrew Vistad 2023-05 PLAN REVIEW NO 1	09/14/2023	2.00	115.00	230.00
Andrew Vistad 2023-05 PLAN REVIEW NO 1	09/22/2023	0.50	115.00	57.50

2023-05 CENTERPOINT ENERGY

PROFESSIONAL FEES SUBTOTAL **517.50**

2023-05 CENTERPOINT ENERGY SUBTOTAL **517.50**

AMOUNT DUE THIS INVOICE **1,406.20**

Invoice Summary		Current Billed	Prior Billed	Total Billed
Total		1,406.20	3,661.04	5,067.24

**HENNEPIN COUNTY**

Public Works General
Services
612-543-1121
300 South 6th Street, MC 131
Minneapolis, MN 55487

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

Page: 1
Customer Number: 0000010609
Invoice Number: 1000215086
Invoice Date: 11/06/2023

Total Amount Due: \$2,931.14
Due Date: 12/06/2023

Date	Description	Quantity	Unit Amount	Net Amount
07/01/2023 -09/30/2023	2023 Invoice 2	1.00	\$2,931.14	\$2,931.14

Balance Due: \$2,931.14

There is a \$30.00 service charge on all returned checks. Civil penalties may be imposed for non-payment, per Minnesota State Statute 604.113.

Please return the bottom portion with your check made payable to: Hennepin County Treasurer.

HENNEPIN COUNTY

612-543-1121

Customer Number: 0000010609
Invoice Number: 1000215086

Payment Due Date: 12/06/2023

Amount Due: \$2,931.14

Amount Enclosed:

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

Remit To:
Hennepin County Accounts Receivable
300 South Sixth Street
Mail Code 131
Minneapolis, MN 55487

2HNPWS00000106091000215086000000002931149



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

Bill To:

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

Invoice

Date

11/1/23

Contract A2311706

Total Amount Due

Description

2023 Invoice 2 (July 1 – September 30)

Task 1: Meeting Attendance & Staff Report

Task 2: Respond to inquiries from the public, conservation promotion in targeted subwatersheds, and BMP implementation project development and construction

\$2,931.14

- a. Lake Independence
Hours: 50.25
Value: \$3,522.04
- b. Dance Hall Creek
Hours: 21.25
Value: \$1,552.54
- c. Lake Rebecca
Hours: 9.25
Value: \$681.01
- d. Spurzem Creek
Hours: 1
Value: \$67.37
- e-g. Other
Hours: 37.5
Value: \$2,536.89

TOTAL HOURS: 119.25

TOTAL VALUE: \$8,359.85

- 50% TOTAL: \$4,179.92

AMOUNT DUE: \$2,931.14

Task 2 NTE: \$12,000

Amount Remaining: \$0

<p>Task 3: Project implementation in priority subwatersheds</p> <ul style="list-style-type: none"> • Task 3 NTE: \$272,379 • Amount Remaining: \$272,379 <p><i>(To be invoiced upon completion of projects)</i></p> <p>Task 4: Other Project Implementation</p> <ul style="list-style-type: none"> • Task 4 NTE: As mutually agreed • Amount Remaining: N/A <p>Task 5: Subwatershed Assessment Projects</p> <ul style="list-style-type: none"> • Task 5 NTE: \$51,250 • Amount Remaining: \$51,250 	
	<p>AMOUNT DUE \$2,931.14</p>

Make check payable to: Hennepin County Treasurer

Invoice (please include as reference on payments): 1000215086

Remit to: Hennepin County Accounts Receivable
300 South 6th Street
Mail Code 129
Minneapolis, MN 55487

Direct questions to: Karen Galles 612-235-0712



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

3235 Fernbrook Lane
Plymouth MN 55447

November 10, 2023

				Total Project Area	
				Total Project Area	
General Administration					
Administrative		70.00	0.000		
Administrative	3.29	75.00	246.750		
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	0.53	1.00	0.530	1,106.760	Administration
Meeting packets, attendance, Minutes and Meeting follow-up					
Administrative		70.00	0.000		
Administrative	8.65	75.00	648.750		
Admin - offsite	4.17	80.00	333.920		
Reimbursable Expense	135.96	1.00	135.960	1,118.630	Meeting-related activities
Bookkeeping, Budget, Audit Prep, Treas Report					
Bookkeeping, budget, audit requests	0.92	75.00	69.000		
Budget - virtual		80.00	0.000		
Treasurer's Reports	1.75	75.00	131.250		
Audit Prep		70.00	0.000		
Audit Prep		75.00	0.000		
Reimbursable Expense	7.96	1.00	7.960	208.210	Bookkeeping/TRs
Website					
Weebly hosting - 1 year		1.00	0.000		
Pages, links, uploads	0.92	75.00	69.000		
Administrative		75.00	0.000	69.000	Website
Project Reviews					
Administrative		70.00	0.000		
Administrative	0.93	75.00	69.750		
File Management/Archiving		70.00	0.000		
Reimbursable Expense		1.00	0.000	69.750	Project Reviews
TAC and Convene Meetings					
Secretarial		70.00	0.000		
Administrative		75.00	0.000		
Offsite - Virtual	1.00	80.00	80.000		
Reimbursable Expense		1.00	0.000	80.000	TAC and Convene
			2,652.350	2,652.350	

HENNEPIN COUNTY

MINNESOTA

DATE: November 9th, 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

Project Funding and Commission Request

Technical Advisory Committee (TAC) members for the Commission met in November to discuss proposed projects and determine what funding level would be appropriate for each. At the meeting, TAC members recommended moving forward with funding the Adelman project at a 33% cost share with a funding amount not-to-exceed the amounts in Table 1 below. This funding amount was chosen as it balances providing sufficient funds to the landowner to cover stabilization efforts while leaving funds for other projects to fully utilize remaining FY2021 watershed-based implementation funds (WBIF) dedicated to Lake Independence.

Supporting information on the project is provided in this memo and has already been presented to the Commission. No new information was provided by the project team since the last Commission meeting. Project costs are presented in Table 2.

State and local funds are available for this work. State funds include FY2021 WBIF, allocated to the Commission by the Board of Water and Soil Resources (BWSR) to implement best management practices which protect Lake Independence's water quality. Hennepin County staff are recommending the Commission support this project using those state funds along with Commission's Capital Improvement Program (CIP) funds as a match to state funds.

Commission Action Request: TAC members are recommending the Commission support this project by funding it at a 33% cost share with a funding amount not-to-exceed the amounts in Table 1 below. If approved, the landowner would need to sign an agreement with the Commission prior to beginning work.



Table One: Funding sources and requested Commission funds

Project cost	Landowner	County	Commission (thru CIP)	Commission (thru WBIF)	Total public contribution
\$115,500	\$77,385	-	\$10,395	\$27,720	\$38,115
% of installation	67%	-	9%	24%	33%

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

Previous meeting (October) notes:

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 Three: 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

September meeting notes:

Project Overview

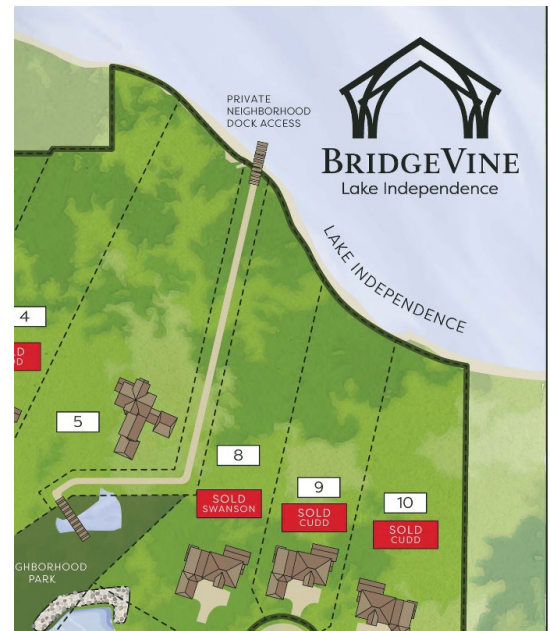
The Adelman property is located within the BridgeVine Development, south of Lake Independence. The Adelmans own lots 9 and 10 that span about 2 acres and 235 feet of shoreline. Lots 9 and 10 are directly adjacent to the ravine. One home will be built on lot 10 (see diagram) but no home is planned for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

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.



BridgeVine subdivision plans showing lots 9 + 10

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 Four: Initial 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

HENNEPIN COUNTY

MINNESOTA

DATE: November 9th, 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 Funding and Commission Request

Technical Advisory Committee (TAC) members for the Commission met in November to discuss proposed projects and determine what funding level would be appropriate for each. At the meeting, TAC members recommended moving forward with funding the Kingston project at a 33% cost share with a funding amount not-to-exceed the amounts in Table 1 below. This funding amount was chosen as it balances providing sufficient funds to the landowner to cover stabilization efforts while leaving funds for other projects to fully utilize remaining FY2021 watershed-based implementation funds (WBIF) dedicated to Lake Independence.

Supporting information on the project is provided in this memo and has already been presented to the Commission. No new information was provided by the project team since the last Commission meeting. Please note that no cost estimates have been provided by the contractor or landowner yet. The estimate was developed using the proposed linear-foot cost of the Adelman project with a 30% contingency added as it's a smaller project that may have additional mobilization/restoration costs that are necessarily scalable.

State and local funds are available for this work. State funds include FY2021 WBIF, allocated to the Commission by the Board of Water and Soil Resources (BWSR) to implement best management practices which protect Lake Independence's water quality. Hennepin County staff are recommending the Commission support this project using those state funds along with Commission's Capital Improvement Program (CIP) funds as a match to state funds.

Commission Action Request: TAC members are recommending the Commission support this project by funding it at a 33% cost share with a funding amount not-to-exceed the amounts in Table 1 below. Approval should be contingent on Commission staff receiving a cost estimate from a licensed contractor with experience in lakeshore stabilization projects. If approved, the landowner would need to sign an agreement with the Commission prior to beginning work.



Table One: Funding sources and requested Commission funds

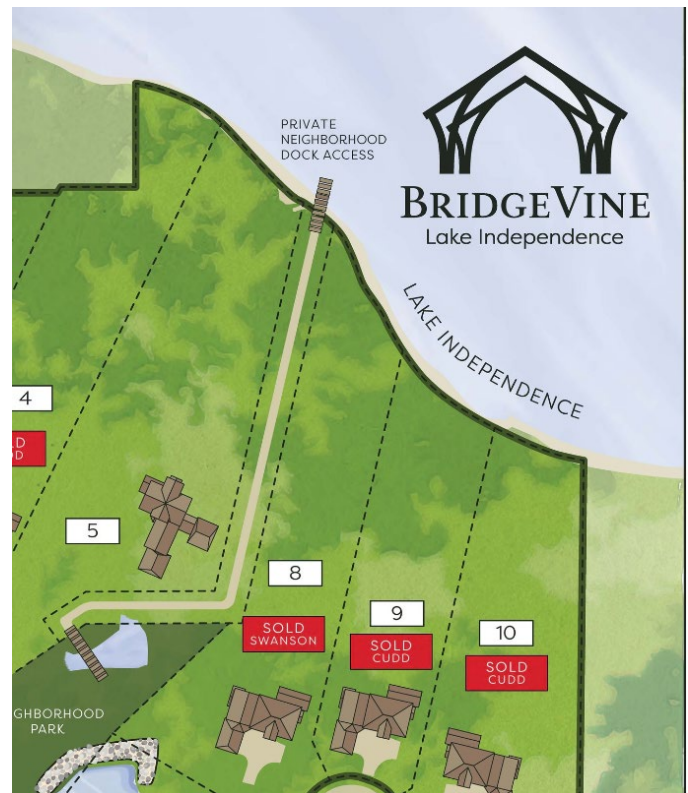
Estimated project cost	Landowner	County	Commission (thru CIP)	Commission (thru WBIF)	Total public contribution
\$68,366	\$45,805	-	\$6,153	\$16,408	\$22,561
% of installation	67%	-	9%	24%	33%

Previous: 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.

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.



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



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

**PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION
PARTNERSHIP COST-SHARE PROJECT GRANT AGREEMENT**

Project Name:	Bridgevine Ravine Stabilization Project
Amount:	Partnership Cost-Share Project Grant: \$30,225 (not to exceed)
Grantee:	BohLand Development
Address:	849 Mill Street East, Wayzata, MN 55391
Phone:	952-473-2089
Project Contact:	Steve Bohl
E-mail Address:	steve@bohlanddevelopment.com

THIS PARTNERSHIP COST-SHARE PROJECT GRANT AGREEMENT ("**Agreement**") is entered into by and between the Pioneer-Sarah Creek Watershed Management Commission ("**Pioneer-Sarah Creek**" or "**Commission**") and the grantee described above ("**Grantee**"). Pioneer-Sarah Creek and Grantee may hereinafter be referred to individually as a "party" or collectively as the "parties."

RECITALS

- A. Pioneer-Sarah Creek is a joint powers watershed management organization, created pursuant to Minnesota Statutes, sections 103B.201 to 103B.252, the Metropolitan Surface Water Management Act, hereinafter referred to as the "Act."
- B. Pioneer-Sarah Creek conducts programs and projects to meet its obligations under the Act and the rules adopted pursuant to the Act.
- C. Grantee submitted the grant application on behalf of BohLand Development ("**Owner**"), which owns Bridgevine Subdivision located at _____ ("**Property**").
- D. Grantee is working to install stormwater management improvements on the Property.
- E. In 2023 the Commission awarded the Grantee a \$30,225 grant to assist in constructing ravine stabilization improvements on the Property.
- F. The Grantee proposes to install a seven cross vanes within the ravine and a settling basin at the end of the ravine prior to final discharge to Lake Independence ("**Project**"). The Project is further described in the materials attached hereto as Exhibit A, including a cost estimate which is attached hereto as Exhibit B (collectively, the "**Project Description**").
- G. The total estimated cost of the Project is \$_____. Grantee proposes to fund the Project with the \$30,225 provided by Pioneer-Sarah Creek through this grant and the remainder of the costs provided by the Grantee.
- H. The Project is anticipated to provide several water quality benefits, including collectively capturing Total Phosphorus, total solids, and limiting erosion annually.
- I. The Commission's TAC Committee recommended providing grant funding for the Project.

- J. The Project is anticipated to have an effective life of at least **15 years** from the completion of construction (“**Effective Life**”).
- K. Pioneer-Sarah Creek has determined that the Project proposed by Grantee will further the implementation of Pioneer-Sarah Creek’s comprehensive watershed management plan and has awarded Grantee a grant for the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements set out herein, and intending to be legally bound, the parties hereby agree as follows:

- 1. GRANT. Pioneer-Sarah Creek agrees to** grant to Grantee, on a reimbursement basis, the amount stated above (total maximum amount \$30,225), which funds may only be used in accordance with the terms and conditions of this Agreement for Project expenses incurred in performing activities specified in the Project Description. Pioneer-Sarah Creek will only reimburse Grantee for expenses incurred in the Project up to the maximum amount specified above. All other costs and expenses incurred by Grantee in completing the work of the Project will be the responsibility of Grantee. Only costs and expenses identified in the Project Description as “reimbursable” and supported by copies of invoices or receipts will be reimbursed by Pioneer-Sarah Creek. Administrative costs incurred by Grantee including, but not limited to, compensation and benefits of Grantee’s staff, are not eligible for reimbursement under this Agreement. Pioneer-Sarah Creek will not reimburse Grantee for expenses incurred by Grantee that are paid or reimbursed by a grant from another source.
- 2. CONDITIONS OF GRANT. The grant provided for in this Agreement is conditioned on Grantee complying with all terms and conditions of this Agreement, including each of the following provisions of this section.**
 - (a) Access by Partners. Grantee shall allow the Partners access to the Property as needed to construct and maintain the Project for its entire Effective Life. Access may be allowed by license, but if Grantee proposes to sell the property it is responsible for securing the right of the Partners to continue to access the Property over its Effective Life.
 - (b) Maintenance Agreement. Grantee must enter into a maintenance agreement with the City of Independence that sets out Grantee’s obligation to maintain the Project by undertaking certain maintenance activities on an established schedule for the Effective Life of the Project. The maintenance agreement shall provide the City of Independence the right to enter the Property to complete construction or make repairs to the Project and assess the costs against the Property if Grantee fails to construct or maintain the Project in accordance with the terms of this Agreement or the maintenance agreement. The maintenance agreement must be in recordable form and shall be recorded against the Property.
 - (c) Continued Maintenance. Grantee shall maintain the Project in accordance with the maintenance agreement for the entire Effective Life of the Project.
 - (d) Access for Inspections. Grantee shall allow Pioneer-Sarah Creek, City of Independence, and Hennepin County, including their respective employees, consultants,

agents, and contractors, to access the Property as may be needed to inspect the construction and maintenance of the Project for its entire Effective Life. Access may be allowed by license, but if Grantee proposes to sell the property it is responsible for securing the right of the identified entities and persons to continue to access the Property.

- (e) Compliance. All work performed by Grantee under this Agreement must be performed to the satisfaction of the Commission and in accordance with all applicable federal, state, and local laws. Grantee shall use the grant funds only for the purposes described in the Project Description. Pioneer-Sarah Creek retains the right to not distribute grant funds for any work it determines does not comply with the Project Description.

- 3. CONSTRUCTION.** Grantee will construct the Project in accordance with plans and specifications that are consistent with the Project Description and that are approved in writing by the Pioneer-Sarah Creek Engineer prior to commencement of construction. All change orders must be pre-approved in writing by the Pioneer-Sarah Creek Engineer. Grantee shall complete the Project within the time specified in Project Description and no later than the Termination Date specified herein. If Grantee retains contractors to construct the Project, Grantee will advertise for and award contracts in accordance with all applicable laws. Grantee will award the contract, supervise, and administer the construction of the Project to ensure it is completed in accordance with the approved plans and specifications. Grantee will require the contractor to name Pioneer-Sarah Creek as additional insured on all liability policies required by Grantee of the contractor and require that Pioneer-Sarah Creek be given the same notification of cancellation or non-renewal as is given to Grantee. Grantee will require that the contractor defend, indemnify, protect, and hold harmless Pioneer-Sarah Creek and Grantee, their agents, officers, and employees, from all claims or actions arising from the negligent acts, errors, or omissions of the contractor. Grantee shall supervise the work of the contractor. However, Pioneer-Sarah Creek may observe and review the work of the Project until it is completed, regardless of whether a contractor is hired. Grantee will perform all necessary investigations of site contamination and secure all necessary local, state or federal permits required for the construction of the Project and will not proceed with the Project until any required environmental review and remediation of site contamination is completed or a plan for remediation is approved by appropriate regulatory agencies. Upon completion of the Project, Grantee shall assume responsibility for its continued maintenance as provided herein.
- 4. REPORTING.** Grantee shall provide the Pioneer-Sarah Creek Engineer progress reports on the Project, using the work plan, timeline, and budget in the Project Description. A project close-out meeting with the Pioneer-Sarah Creek Engineer must occur within 30 days after the completion of the Project or by the Termination Date, whichever occurs first.
- 5. TERMS OF PAYMENT.** Pioneer-Sarah Creek will disburse funds to Grantee based on a payment request form provided by Pioneer-Sarah Creek, submitted by Grantee and approved by Pioneer-Sarah Creek. Payment requests may be submitted no more frequently than once each month and must be accompanied by supporting receipts and invoices that relate to activities in the approved Project budget. Subject to verification of adequacy of a written disbursement request and approval of consistency with this Agreement, Pioneer-Sarah Creek will disburse the requested amount to Grantee within four weeks after receipt of a written disbursement request.

6. **TERM.** This Agreement will be effective on the date of the last party to execute it and will terminate on **December 31, 2024** ("**Termination Date**"), or the date all obligations have been satisfactorily fulfilled by both parties, whichever occurs first. The Grantee may request an extension of this Agreement. This Agreement may be terminated earlier as provided herein. Pioneer-Sarah Creek will not be obligated to reimburse any expenses incurred after the Termination Date or to pay any payment requests received more than 90 days after the Termination Date. The following obligations of the Grantee under this Agreement, as more fully described elsewhere in this Agreement, shall survive its termination or cancellation: to provide continued access to the Partners, Pioneer-Sarah Creek, City of Independence, Hennepin County, and their respective officers, agents, and contractors to the Property for the entire Effective Life of the Project; to indemnify Pioneer-Sarah Creek; to maintain its records for at least six years; and to maintain the Project for its entire Effective Life.
7. **CANCELLATION AND REVOCATION.** Pioneer-Sarah Creek may cancel this Agreement if it determines just cause for cancellation exists. Just cause includes Grantee failing to construct the Project in accordance with the Project Description, is not using the funds in accordance with the terms of this Agreement or has otherwise breached a term of this Agreement. Pioneer-Sarah Creek shall give Grantee written notice at least 14 days prior to cancellation. Such notice shall be by certified mail addressed to the attention of the "Legal Department" of Grantee at the address shown on page one of this Agreement. The cancellation shall be effective on the beginning of the 15th day after such notice is given, unless an agreement of a cure for the breach is reached between the parties within such 14-day period or Pioneer-Sarah Creek, by its authorized representative, grants an extension in writing. Grantee may cancel this Agreement with or without cause. In the event of cancellation by the Commission, Grantee is entitled to payment, determined on a pro rata basis, for work satisfactorily performed, and the distributed grant funds remaining must be returned to Pioneer-Sarah Creek within 30 days. In the event of cancellation by Grantee, all funds provided by Pioneer-Sarah Creek to Grantee shall be returned to the Commission within 30 days.
8. **ASSIGNMENT.** Grantee will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Commission. Grantee may contract with others to complete the work specified in the Project Description. However, Grantee will continue to be responsible for performance of its obligations under this Agreement notwithstanding contracts with contractors or subcontractors.
9. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement, including the recitals and the attached exhibits (all of which are incorporated in and made part of this Agreement), constitute the entire agreement between the parties regarding the subject matter of this Agreement. Any amendments to this Agreement must be in writing, and executed by the Commission and Grantee.
10. **WORK PLAN AMENDMENTS.** Amendments to the approved work plan must be in writing and approved in writing by the Pioneer-Sarah Creek Engineer before they are effective. Amendments requiring prior approval include, but are not limited to, changes in planned actions or the budget for each planned action.
11. **COST OVERRUNS.** Grantee agrees that cost overruns are the sole responsibility of Grantee.

12. INDEMNIFICATION. Grantee agrees to defend, indemnify, and hold harmless Pioneer-Sarah Creek, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of Grantee, its contractors or subcontractors or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable in the performance of the activities related to the Project and against all loss by reason of the failure of Grantee to perform fully, in any respect, all obligations under this Agreement. Grantee will require its contractors to defend, indemnify, protect and hold harmless Pioneer-Sarah Creek and Grantee, its agents, officers, and employees, from all claims or actions arising from negligent acts, errors, or omissions of the contractors. Nothing herein shall be deemed a waiver by Pioneer-Sarah Creek of the limitations on liability set forth in Minnesota Statutes, Chapter 466 or other applicable law.

13. INSURANCE. In order to protect Pioneer-Sarah Creek and those listed above under the indemnification provision, Grantee agrees to at all times during the term of this Agreement, and beyond such term when so required, to have and keep or cause to have and be kept in force (unless specified otherwise), and to cause all contractors and subcontractors to do likewise, the following insurance coverages under either a purchased insurance or self-insurance program:

(a) Commercial General Liability

Commercial general liability on an occurrence basis, including contractual liability coverage, with at least the following types of coverages and limits:

<u>Coverages</u>	<u>Limits</u>
General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence –	
Combined Bodily Injury and Property Damage	\$1,000,000

(b) Automobile Liability

Commercial Automobile Liability	\$1,000,000
Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned, and hired automobiles.	

(c) Workers' Compensation and Employer's Liability (Contractor-Only Requirement)

Workers' Compensation	Statutory
If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	

(d) Employer's Liability (Contractor-Only Requirement). Bodily Injury by:

Accident – Each accident	\$100,000
Disease – Policy Limit	\$500,000
Disease – Each Employee	\$100,000

Grantee shall name Pioneer-Sarah Creek as an additional insured on its liability policies and provide Pioneer-Sarah Creek certificates of insurance showing the required coverages and naming Pioneer-Sarah Creek as an additional insured within 10 days from the effective date of this Agreement. Grantee's insurance coverages must be maintained continuously for a period of two years after the termination of this Agreement. Grantee shall require its contractors to name Pioneer-Sarah Creek as an additional insured on the contractor's liability policies, require Pioneer-Sarah Creek be given the same notification of cancellation or non-renewal as is given to Grantee, and shall require that all contractors and all subcontractors furnish certificates of insurance to Grantee of the insurance coverages listed above, and provide updated certificates as coverages expire. Grantee will provide Pioneer-Sarah Creek copies of the contractors' certificates of insurance upon request. An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits. The above establishes minimum insurance requirements. It is the sole responsibility of Grantee to determine the need for and to procure additional insurance that may be needed in connection with this Agreement.

- 14. ACCOUNTING AND RECORD KEEPING.** For all expenditures of funds made pursuant to this Agreement, Grantee will keep financial records including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods will be in accordance with generally accepted accounting principles. Grantee agrees that Pioneer-Sarah Creek, the State Auditor, the Legislative Auditor, or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., that are pertinent to the accounting practices and procedures of Grantee and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights will be in force and effect during the period of the Agreement and for six years after its termination or cancellation.
- 15. PROMOTIONAL LITERATURE.** Grantee agrees to recognize Pioneer-Sarah Creek as a funding agency in any promotional materials distributed by Grantee or its Partners related to the Project. Grantee shall not otherwise use Pioneer-Sarah Creek in its materials without first obtaining express written permission from the Commission.
- 16. NONDISCRIMINATION.** Grantee agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat., Ch. 363), Minnesota Statutes, section 181.59 and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. In the event of questions from Grantee concerning these requirements, Pioneer-Sarah Creek agrees to promptly supply all necessary clarifications. Violation of any of the above laws can lead to termination of this Agreement.
- 17. CONFLICT AND PRIORITY.** To the extent of any inconsistency between this Agreement and the Project Description, the Project Description will control over this Agreement.
- 18. CONFLICT OF INTEREST.** Grantee affirms that, to the best of Grantee's knowledge, its involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Grantee agrees to immediately notify Pioneer-Sarah Creek if it becomes aware of a potential conflict of interest.

19. INDEPENDENT CONTRACTOR. Grantee will act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. Pioneer-Sarah Creek shall not be an employer, partner, or co-venturer with Grantee for any purpose, and shall have no responsibility or liability for the acts or omissions of Grantee. Nothing herein authorizes Grantee to act as an agent or representative of Pioneer-Sarah Creek for any purpose.

20. MINNESOTA LAW GOVERNS. 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 parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the 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.

21. GOVERNMENT DATA PRACTICES ACT. Grantee and Pioneer-Sarah Creek must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Pioneer-Sarah Creek under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this paragraph by either Grantee or Pioneer-Sarah Creek. If Grantee receives a request to release data referred to in this paragraph, Grantee must immediately notify Pioneer-Sarah Creek. Pioneer-Sarah Creek shall give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response shall comply with applicable law.

22. REPRESENTATION. Grantee represents to Pioneer-Sarah Creek that it is authorized to enter into this Agreement on behalf of the Owner, to authorize construction of the Project, and to bind itself and the Owner to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, by their duly authorized representatives, intending to be bound thereby.

GRANTEE:

By: BohLand Development

Its: _____

PIONEER-SARAH CREEK WATERSHED MANAGEMENT ORGANIZATION

By: _____
Its Chair

Date: _____

And

By: _____
Its Executive Secretary

Date: _____

Attachment(s): Exhibit A: Project Description
 Exhibit B: Cost Estimate

EXHIBIT A
Project Description

(attached hereto)

EXHIBIT B
Cost Estimate

(attached hereto)

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	Scoping work	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	3,010		3,010
Lk Indep Area BMPs		115,000	16,134	98,866	11,500	6,603	4,897
<i>Bridgevine Ravine</i>	Committed	22,669		22,669			7,556
Lk Indep Area BMPs Total			16,134	76,197	14,510	6,603	15,463
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		242,935	42,371	292,896	35,526	13,627	21,899
	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					90,887	14,918	75,969

TECHNICAL ADVISORY COMMITTEE MEETING

Minutes

November 8, 2023

1. **CALL TO ORDER.** A Technical Advisory Committee meeting of the Pioneer-Sarah Creek Watershed Management Commission was called to order via Teams at 11:10 a.m., Wednesday, November 8, 2022, by Kris Guentzel.

Present: Nikki McDermond-Spies, Hakanson-Anderson, Greenfield, Independence, and Medina; Laura Rescorla and Nick Olson, Minnetrista; Kris Guentzel and Rozalyn Davis, Hennepin County Environment and Energy (HCEE); and Amy Juntunen, JASS.

2. **AGENDA.** The agenda* was approved as presented.

3. **PRIVATE COST SHARE PROJECTS.**

a. **Adelmann/Kingston Shoreline Restorations.** Adelmann is purchasing lakeshore lots 9 and 10 in the Bridgevine development and Kingston is purchasing lakeshore lot 4. Both lots have some lakeshore erosion and are sparsely vegetated, leading to additional erosion on slopes. Both property owners are looking to complete shoreline restoration and native planting projects to prevent future erosion. The Adelmann project would reduce TP by 7.1 lbs/year at a cost of \$1,638/lb/year. The Kingston project would reduce TP by 3.7 lbs/year at a cost of \$1,848/lb/yr. The total project costs for the Adelmann and Kingston projects are \$115,500 and \$68,366, respectively. Staff will recommend funding 33% of the project cost through the Commission with the landowner responsible for the 67% of the project cost. The Commission will be recommended to fund the projects through a combination of 2021 WBIF and Commission CIP funds. The County is providing technical assistance with these projects.

TAC members noted that the lakeshore erosion on these parcels isn't terrible, but the pollutant removals seem reasonable for the cost and it is easier to protect the land from degradation than to restore badly eroded areas. Rescorla agreed to recommend funding these projects at 33%.

While this will encumber most of the WBIF funding left, if additional landowners approach the Commission for lakeshore restoration funding in the future, it may be possible to submit a joint competitive grant application with several projects at a future time.

b. **Vinland BMPs.** This project includes an iron-enhanced sand filter and two rain gardens to treat stormwater runoff from the parking lot. This project is still in concept stages and, while included in the funding table below at \$120,000 in total installation cost, this is an estimate only and likely higher than actual cost. The landowner is a non-profit organization and County staff recommend the Commission fund this project at 80%. The County will provide 10% of the cost and the landowner will provide the remaining 10%. Pollutant reductions for this project haven't yet been calculated. This project will not come to the Commission as a funding request until more design work is completed.

4. **2025 Watershed-Based Implementation Funding (WBIF).**

The Pioneer-Sarah Creek Watershed will be awarded approximately \$240,000 in the 2025 biennium

WBIF. Convene meetings will begin in early 2024. The voting members of the convene meetings consist of one representative from the Commission, one from Hennepin County, and two member cities. Input is also welcome from TRPD. The group may choose to award the funds to one high-priority project or make numerous awards for varying objectives.

Along with designating the required representatives, the secondary purpose of this discussion is to provide some broad guidance and direction to the designees to consider during the Convene meeting. For example, the Commissioners may want to make it known to the Partnership their funding preference.

The Partnerships will need to complete some procedural details and then discuss the desired objectives and outcomes from the use of the funding before determining how fundable activities will be solicited and selected. Recommended activities approved by BWSR may then be detailed in a work plan starting in January 2024. Funding would be available July 1, 2024, following submittal and approval of the work plan. Recommended Convene meeting objectives include:

1. Choose a decision-making process.
2. Decide how to select activities for funding. Note that partnerships may also want to choose funding targets for various categories (e.g., projects, studies, education).
3. Partnerships may select activities by:
 - a. Developing a list of potential activities from eligible plans,
 - b. Selecting a few priority waterbodies (lake, streams) and/or groundwater areas to prioritize activities,
 - c. Using agreed-upon criteria to select activities
4. Select the highest priority, targeted, measurable, and eligible activities to be submitted to BWSR as a budget request.
5. Confirm which entity will serve as grantee and/or fiscal agent for each selected activity and decide on the source of the 10% required match.

Rescorla agreed to represent the City of Minnetrista in the convene group. McDermod-Spies will have to confirm if member cities represented by Hakanson Anderson would like her to act as their representatives. The Commission will be asked to designate a representative at the next meeting.

Guentzel will share a spreadsheet with TAC members to submit potential projects for CIP/WBIF funding. The TAC will meet again in January/February to review projects submitted and rank, if necessary.

5. **ADJOURNMENT.** There being no further business, the meeting was adjourned at 11:56 a.m.

Respectfully submitted,



Amy Juntunen
Administrator
AAJ:tim

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Pioneer-Sarah Creek Watershed Management Commission

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Funding Sources								Cost-benefit info	
Independence Projects	Total Install Costs (\$)	WBIF (\$)	PSCWMC CIP (\$)	County (\$)	Landowners (\$)	Total Public Contribution (\$)	Public Contribution %	TP Reduction (lbs/yr)	TP Cost-Benefit (\$/lb/yr)
Bohland Ravine	30,225	22,669	7,556	-	-	30,225	100%	15.6	102
Vinland (IESF Bench, 2 RGs)	120,000	66,000	30,000	12,000	12,000	108,000	90%	N/A	N/A
Adelman Lakeshore	115,500	27,720	10,395	-	77,385	38,115	33%	7.1	1,638
Kingston Lakeshore	68,366	16,408	6,153	-	45,805	22,561	33%	3.7	1,848
Lakeshore Resilience Workshop + BMP Installation	20,000	0	0	0	0	0	0	N/A	N/A
Totals (\$)	= 354,091	132,797	54,104	12,000	135,190	198,901	-	-	-

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

* Included in meeting packet.