



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

March 12, 2021

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, March 18, 2021, at 6:00 p.m. This will be a **virtual** meeting.

Until further notice, all meetings will be held online to reduce the spread of COVID-19. **To join a meeting, click** <https://us02web.zoom.us/j/845974640?pwd=YTFON1hMaXdRRXdzL1lyREw1ak5rQT09>, which takes you directly to the meeting.

**OR**, go to [www.zoom.us](http://www.zoom.us) and click **Join A Meeting**. Meeting ID is **845 974 640**. The passcode for this meeting is **water**.

If your computer is not equipped with audio capability, dial into one of the numbers below with **passcode 978624**.

+1 929 205 6099 US (New York)  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US

+1 312 626 6799 US (Chicago)  
+1 346 248 7799 US (Houston)  
+1 301 715 8592 US

Meetings remain open to the public via the instructions above.

In order to ensure a quorum for the regular meeting, please telephone 763.553.1144 or email me at [amy@jass.biz](mailto: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  
Paul Stewart, Kirsten Barta, HCEE  
Brian Vlach, TRPD  
Joel Jamnik, Attorney  
Diane Spector, Wenck Assocs.

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

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## REGULAR MEETING AGENDA

March 18, 2021 • 6:00 p.m.

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

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

1. Call to Order.
2. Approve Agenda.\*
3. Consent Agenda.
  - a. February meeting minutes.\*
  - b. March Claims/Treasurer's Report.\*
4. Open forum.
5. Action Items.
  - a. Project Review 2020-007, TH 12 & CSAH 92 Improvements, Independence.\*
  - b. Approve 2021 Monitoring Agreement.\*
  - c. Approve 2021 Watershed-Based Implementation Funding Grant Agreement.\*
  - d. Dance Hall Creek Subwatershed Assessment Cost-Share.\*\*
6. Old Business.
7. New Business.
  - a. Review 2021 HCEE Cooperative Agreement.\*
8. Watershed Management Plan.
9. Education.
10. Grant Updates.
11. Communications.
12. Staff Reports.
  - a. Engineer's Report.\*
  - b. HCEE Report.\*
  - c. TRPD Report – Carp Monitoring.\*
13. Commissioner Reports.
14. Other Business.
15. Adjournment. (Next scheduled meeting: April 15, 2021). Z:\Pioneer-SarahCreek\Meetings\Meetings 2021\3 agenda.docx

## REGULAR MEETING

### Minutes

**February 18, 2021**

**1. CALL TO ORDER.** A regular meeting of the Pioneer-Sarah Creek Watershed Management Commission was called to order at 6:06 p.m., Thursday, February 18, 2021, by Chair Joe Baker.

**Present:** Mark Workcuff, Greenfield; Joe Baker, Independence; Brenda Daniels, Loretto; Caitlin Cahill, Maple Plain; Pat Wulff, Medina; John Tschumperlin, Minnetrista; Andrew Vistad, Hakanson-Anderson; Kris Guentzel and Paul Stewart, Hennepin County Environment and Energy (HCEE); Brian Vlach, Three Rivers Park District (TRPD); and Amy Juntunen, JASS.

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

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

**a. January Regular Meeting Minutes.\***

**b. February Monthly Claims/Treasurer's Report.\***

**4. OPEN FORUM.** Cahill introduced herself to the Commissioners.

**5. ACTION ITEMS.**

**a. Officer Elections.** Motion by Wulff, second by Workcuff to elect 2021 officers as follows: Chair-Baker, Vice Chair-Cahill, Secretary-Daniels, Treasurer-Tschumperlin. *Motion carried unanimously.*

**b. 2020 Work Plan in Review.\*** Motion by Baker, second by Daniels to approve the 2020 Work Plan in Review as presented. *Motion carried unanimously.*

**c. 2021 Work Plan.\*** Motion by Tschumperlin, second by Wulff to approve the 2021 Work Plan as presented. *Motion carried unanimously.*

**d. Dance Hall Creek Subwatershed Assessment Cost-Share.\*\*** Hennepin County has created an RFP for the Dance Hall Creek subwatershed assessment (SWA) update. The original subwatershed assessment for the area was completed in 2015. However, changing land use has rendered the agricultural BMPs identified obsolete and presents new opportunities. The County would like to pursue this SWA in partnership with the Commission and TRPD and is seeking a 50% cost-share from the Commission. Staff estimates to complete the SWA are \$50,000 or less. The Commission is receiving \$90,000 in watershed-based implementation funding (WBIF) for the biennium 2021-2023. This study is eligible for WBIF funds. This item will be on the March agenda for discussion after bids are received.

**6. OLD BUSINESS.**

**7. NEW BUSINESS.**

**8. WATERSHED MANAGEMENT PLAN.**

**a. 2021 Monitoring Plan.** A TAC meeting will be convened to discuss the monitoring schedule. With additional SWAs occurring in the watershed, monitoring of different lake and stream sites may be beneficial.

**b. Review CIP and Funding for 2021-2023.** Staff will convene a TAC meeting to inform member cities about the WBIF funds available for projects in approved areas and solicit potential future CIP projects from cities, as well as review projects on the CIP for the next two years to discuss their readiness.

**9. EDUCATION.**

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

\*Included in meeting packet.

## 10. GRANT UPDATES.

a. **Lake Independence Shoreline Restoration Final Report.\*** This project was completed with WBIF funding from the 2018-2020 biennium, partner cost-share and a Hennepin County grant. The total cost of the project was \$35,312.20. The project has an expected 20-year lifespan and results in a cost of \$883 per lb. of phosphorus removed.

b. **Ardmore Channel Carp Barrier Final Report.\*** A major phosphorus internal loading source identified in the TMDL for Ardmore lake was the abundance of common carp. The Lake Independence/Ardmore Lake carp population and movement were monitored from 2015-2019. A carp barrier was recommended to block carp movement within the Ardmore channel because Ardmore lake was identified as a primary nursery area for carp based on movement through the channel. The carp barrier was installed to prevent carp migration between Lake Independence and Ardmore Lake in November of 2020 at a total project cost of \$58,092.40. The Commission will monitor the effectiveness of the barrier and focus now on removal of carp from Ardmore Lake to improve water quality.

The total cost of these two projects together was \$93,404.60 funded as follows: Commission CIP Funds \$4,500, City of Medina cost-share \$4,500, TRPD cost-share \$18,926, Hennepin County Opportunity Grant \$20,000, and BWSR WBIF Funding from the 2018-2019 biennium \$45,478.60. This leaves \$12,838.48 in WBIF funding that must be used by December 31, 2021 on projects in the Lake Independence/Ardmore Lake subwatershed. Staff have identified and are currently pursuing three potential projects to use this remaining funding prior to expiration.

c. **Baker Ravine Final Report.\*** Identified as a significant source of nutrient and sediment loading in the 2014 Lake Independence subwatershed assessment completed by the City of Independence, a feasibility report was completed and the project was submitted for a Clean Water Fund grant through BWSR. This project stabilized the ravine at the Baker Park Campground at an estimated cost of \$520,000. The Commission received a Clean Water Legacy Fund grant from BWSR for \$416,000, a Hennepin County Opportunity grant for \$59,500, with the remaining cost to be funded between the Commission, City of Independence, City of Medina, and TRPD at \$10,500 each, and the Lake Independence Citizen's Association at \$2,500. The project has a life expectancy of 30 years with a cost of \$130/lb of phosphorus removed. Construction occurred in the winter of 2019-2020. The project was completed on-time and under budget at \$498,600, leaving approximately \$21,000 in Clean Water Grant funds available for use. Staff has applied for an extension to the grant to December 31, 2021 and has identified projects to use those funds.

d. **Watershed-Based Implementation Funding.** For the 2020-2021 biennium, the Pioneer-Sarah Creek Watershed Management Commission has been awarded \$180,063 for projects in the South Fork Crow major watershed and \$91,105 for projects in the North Fork Crow major watershed. The projects identified for the South Fork Crow funding are: 1) Lake Rebecca subwatershed assessment and implementation-\$30,000, Lake Independence Area BMPs-\$115,000, and Spurzem Area BMPs-\$35,063. The projects identified for the North Fork Crow funding are Dance Hall Creek subwatershed assessment and BMP implementation-\$91,105. Staff will discuss this with city engineers at the TAC meeting and will solicit assistance from the cities in reaching private landowners re BMP implementation.

## 11. COMMUNICATIONS.

**Hennepin County Tree Sale.\*** Hennepin County will be selling small saplings (not nursery size trees) for reforestation and planting shelter belts. Trees are sold in bundles of 10-20 and there will be 2,500-3,000 trees available. This is a pilot year for this program. The order form is in the meeting packet. The deadline to submit orders is Friday, April 19. The trees will be picked up at the Hennepin County Public Works facility in Medina. Commissioners were asked to distribute these materials at City Hall and share with city councils and private landowners.

## 12. STAFF REPORT.\* (See Engineer's Report)

a. **Engineer's Report.\*** Updated plans and drainage have been received for the County Road 92 intersection. The project review will be completed for the March meeting.

b. **HCEE Report.\*** The county has completed an RFP for the **Lake Rebecca SWA**. Bids well exceeded cost expectations so the RFP will be revised and sent out for bid again. This will delay the anticipated start of this project by a month or two.

MnDoT and BWSR have opened an RFP window for a **wetland banking process**. Private landowners will be able to apply for the program and choose three options for banking.

**13. COMMISSIONER REPORTS.**

a. **Cahill** reported that there is a new City Administrator at Maple Plain, Clarissa Hadler. She will provide contact information to Staff.

b. **Wulff** noted that she received a great communication piece from the city in her water bill titled *Cleaner Waters Starting in Your Home and Yard*. She will share the piece with Staff. Beavers have created tremendous shoreline damage on Lake Independence this winter, providing an education opportunity on how homeowners can protect their trees.

**14. OTHER BUSINESS.**

The **next regular meeting** is scheduled for March 18, 2021 and will be held online again via Zoom link <https://zoom.us/j/845974640>.

**15. ADJOURNMENT.** There being no further business, motion by Workcuff, second by Cahill to adjourn. *Motion carried unanimously*. The meeting was adjourned at 822 p.m.

Respectfully submitted,



Amy Juntunen, Recording Secretary  
AAJ:tim

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**Pioneer-Sarah Creek Watershed  
Cash Disbursements Journal  
For the Period From Mar 1, 2021 to Mar 31, 2021**

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

<b>Date</b>	<b>Check #</b>	<b>Account ID</b>	<b>Line Description</b>	<b>Debit Amount</b>	<b>Credit Amount</b>
3/12/21		50100	Engineering - Project Review	4,025.00	
		50100	General Engineering	598.00	
		10100	Hakanson Anderson Associates, Inc.		4,623.00
3/12/21		51100	Administration	847.41	
		51100	Meeting-related	726.05	
		51100	Bookkeeping / Audit Prep	419.24	
		51400	Website	65.00	
		57000	Education	26.25	
		51125	CIPs	105.00	
		10100	Judie Anderson's Secretarial Service		2,188.95
3/12/21		64000	Ardmore - 2019 WBIF - BWSR grant funds	6,312.52	
		64000	Ardmore - Reimburse for City portion paid to Commission but expenses paid by City	4,500.00	
		64000	Ardmore - Commission portion of project - expenses paid by City	4,500.00	
		10100	City of Medina		15,312.52
<b>Total</b>				<b>22,124.47</b>	<b>22,124.47</b>



# INVOICE SUMMARY

PIONEER SARAH WATERSHED MANAGEMENT COMMISSION

INVOICES FOR JANUARY 2021

Project ID & Description	Invoice Number	Invoice Date	Amount
PSC201 NIKE STORAGE SITE	45567	02/18/21	1,150.00
PSC205 2020-006 GAALSWYK ACRES	45548	02/18/21	460.00
PSC206 2020-007 CSAH & TH12 SAFETY IMPROVEMENTS	45549	02/18/21	2,415.00
PSC901-2021 GENERAL ENGINEERING FOR PIONEER SARAH WMC 2021	45550	02/18/21	598.00
			<b>4,623.00</b>





3601 Thurston Avenue  
Suite 101  
Anoka, MN 55303

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

Invoice number 45567  
Date 02/18/2021

Project PSC201 NIKE STORAGE SITE

Professional Services Provided Through 01/31/2021

## MUNICIPAL REVIEW

### Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad DEVELOPMENT REVIEW NUMBER 2	01/05/2021	5.50	92.00	506.00
Andrew Vistad DEVELOPMENT REVIEW NUMBER 2	01/07/2021	7.00	92.00	644.00
PROFESSIONAL FEES SUBTOTAL				1,150.00
MUNICIPAL REVIEW SUBTOTAL				1,150.00
AMOUNT DUE THIS INVOICE				1,150.00

### Invoice Summary

	Current Billed	Prior Billed	Total Billed
Total	1,150.00	2,162.00	3,312.00



3601 Thurston Avenue  
Suite 101  
Anoka, MN 55303

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

Invoice number 45548  
Date 02/18/2021

Project **PSC205 2020-006 GAALSWYK ACRES**

Professional Services Provided Through 01/31/2021

#### MUNICIPAL REVIEW

#### MUNICIPAL REVIEW

##### Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad DEVELOPMENT REVIEW NUMBER 4	01/04/2021	4.50	92.00	414.00
Andrew Vistad REVIEW MAINTENANCE AGREEMENTS	01/29/2021	0.50	92.00	46.00
PROFESSIONAL FEES SUBTOTAL				460.00
MUNICIPAL REVIEW SUBTOTAL				460.00
AMOUNT DUE THIS INVOICE				460.00

Invoice Summary	Current Billed	Prior Billed	Total Billed
Total	460.00	2,622.00	3,082.00



3601 Thurston Avenue  
Suite 101  
Anoka, MN 55303

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

Invoice number 45549  
Date 02/18/2021

Project **PSC206 2020-007 CSAH & TH12  
SAFETY IMPROVEMENTS**

Professional Services Provided Through 01/31/2021

## MUNICIPAL REVIEW

### Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad HIGHWAY IMPROVEMENTS REVIEW NUMBER 1	01/07/2021	1.75	92.00	161.00
Andrew Vistad HIGHWAY IMPROVEMENTS REVIEW NUMBER 1	01/08/2021	7.50	92.00	690.00
Andrew Vistad HIGHWAY IMPROVEMENTS REVIEW NUMBER 1	01/11/2021	7.50	92.00	690.00
Andrew Vistad HIGHWAY IMPROVEMENTS REVIEW NUMBER 1	01/12/2021	3.00	92.00	276.00
Andrew Vistad HIGHWAY IMPROVEMENTS REVIEW NUMBER 1	01/14/2021	6.50	92.00	598.00

PROFESSIONAL FEES SUBTOTAL **2,415.00**

MUNICIPAL REVIEW SUBTOTAL **2,415.00**

AMOUNT DUE THIS INVOICE **2,415.00**

Invoice Summary		Current Billed	Prior Billed	Total Billed
	Total	2,415.00	690.00	3,105.00



3601 Thurston Avenue  
Suite 101  
Anoka, MN 55303

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

Invoice number 45550  
Date 02/18/2021

Project **PSC901-2021 GENERAL ENGINEERING  
FOR PIONEER SARAH WMC 2021**

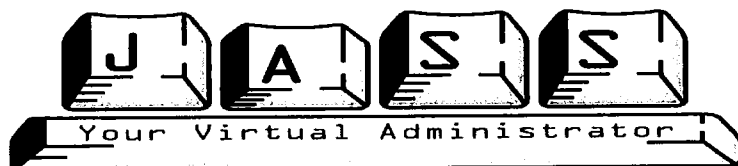
Professional Services Provided Through 01/31/2021

## GENERAL ENGINEERING

### Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad WATERSHED MONTHLY MEETING	01/21/2021	3.00	92.00	276.00
Andrew Vistad COORDINATION AND COMMUNICATION REGARDING RULES AND POLICIES	01/22/2021	3.50	92.00	322.00
PROFESSIONAL FEES SUBTOTAL				598.00
GENERAL ENGINEERING SUBTOTAL				598.00
AMOUNT DUE THIS INVOICE				598.00

Invoice Summary		Current Billed	Prior Billed	Total Billed
	Total	598.00	0.00	598.00



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

3235 Fernbrook Lane  
Plymouth MN 55447

March 12, 2021

				Total Project Area	
<b>General Administration</b>					
Administrative	0.185	60.00	11.100		
Administrative	2.88	65.00	187.200		
Administrative - virtual		70.00	0.000		
Office Support	7.50	60.00	450.000		
Public storage	1.00	86.24	86.240		
Data Processing/File Mgmt	0.25	65.00	16.250		
General filing	0.92	60.00	55.200		
Reimbursable Expense	41.42	1.00	41.420	847.410	Administration
<b>Meeting packets, attendance, Minutes and Meeting follow-up</b>					
Administrative		60.00	0.000		
Administrative	6.80	65.00	442.000		
Admin - virtual	2.92	70.00	204.400		
Reimbursable Expense	79.65	1.00	79.650	726.050	Meeting-related activities
<b>Bookkeeping</b>					
Bookkeeping		60.00	0.000		
Bookkeeping, budget, audit requests	2.50	65.00	162.500		
Treasurer's Reports	0.33	65.00	21.450		
Audit Prep	0.67	60.00	40.200		
Audit Prep	2.33	65.00	151.450		Bookkeeping/TRs
Reimbursable Expense	43.64	1.00	43.640	419.240	Audit Prep
<b>Website</b>					
Weebly hosting - 1 year		1.00	0.000		
Pages, links, uploads		65.00	0.000		
Administrative	1.00	65.00	65.000	65.000	Website
<b>Education, Strategic Planning</b>					
Administrative		55.00	0.000		
Administrative		65.00	0.000		
Administrative - Virtual - Watershed Partners, e	0.375	70.00	26.250		
Reimbursable Expense		1.00	0.000	26.250	Education
<b>CIPs, BBR - General Administration</b>					
Administrative		55.00	0.000		
Administrative		65.00	0.00		
Administrative Offsite	1.50	70.00	105.00		
Reimbursable Expense		1.00	0.000	105.000	CIPs, BBR
				<b>2,188.950</b>	<b>2,188.950</b>



## **CSAH 92 Safety Improvements** **Independence, Project #2020-007**

**Project Overview:** Hennepin county is proposing safety improvements to the intersection of TH12 and CSAH 92 which will result in the construction of an overpass and roundabout. The south section of CSAH 92 will be realigned creating a new crossing of the outlet for Lake Robina. The new stream crossing will consist of installing 2 box culverts. Multiple filtration basins and ditch checks will be installed to manage the stormwater runoff from the project. The proposed project is located within the City of Independence. The Commission's management plan requires compliance for Stormwater Management (Rule D), Erosion Control (Rule E), Floodplain Alteration (Rule F), Bridge and Culvert Crossings (Rule H), and Buffer Strips (Rule I).

**Applicant:** Nathan Ellingson, Hennepin County Public Works, 1600 Prairie Drive, Medina, MN 55340. Phone: 612-596-0375. Email: nathan.ellingson@hennepin.us

**Agent/Engineer:** Brian Hauth, Sambatek, Inc., 12800 Whitewater Drive, Suite 300, Minnetonka, MN 55343. Phone: 763-746-1631. Email: bhauth@sambatek.com

### **Exhibits:**

- 1) PSCWMC Request for Plan Review received December 4, 2020
- 2) Project review fees for project, \$5,000.00
- 3) Drainage Design Report, dated February, 2021
- 4) Floodway Analysis, dated May, 2020
- 5) CSAH 92 Construction Plans, dated February 8, 2021

### **Findings:**

- 1) A complete application was received December 7, 2020. The initial 60-day decision period expires on February 5, 2021 and was extended 60 days to April 6<sup>th</sup>.
- 2) The applicant proposes to realign CSAH 92 for safety reasons.
- 3) The City of Independence is the LGU in charge of administering the 1991 Wetland Conservation Act on this site.

**Stormwater Management (Rule D):**

- 4) The stormwater for the site generally flows along highway 12 towards Lake Robina and the Unnamed Creek that flows to the south, the Unnamed Creek flows south and west eventually discharging into Ox Yoke Lake.
- 5) Stormwater is proposed to be managed by ditches, swales, storm sewer, and filtration basins. Rate control is accomplished by ditch checks as well as the construction of 2 filtration basins located at opposite ends of the project.

Drainage area = 269.36 acres to creek	<b>2-yr (cfs)</b>	<b>10-yr (cfs)</b>	<b>100-yr (cfs)</b>
<b>Pre-Development Rates</b>	<b>50.65</b>	<b>123.32</b>	<b>310.77</b>
<b>Post-Development Rates</b>	<b>47.97</b>	<b>111.22</b>	<b>274.17</b>

- 6) There appears to be a typo on Subbasin 17S in the proposed conditions. The existing conditions contain 0.237 acres of impervious surfacing. The proposed conditions list 2.790 acres of impervious surfacing. This basin does not appear to contain major proposed construction as part of this project.

**Recommendation:** Approval

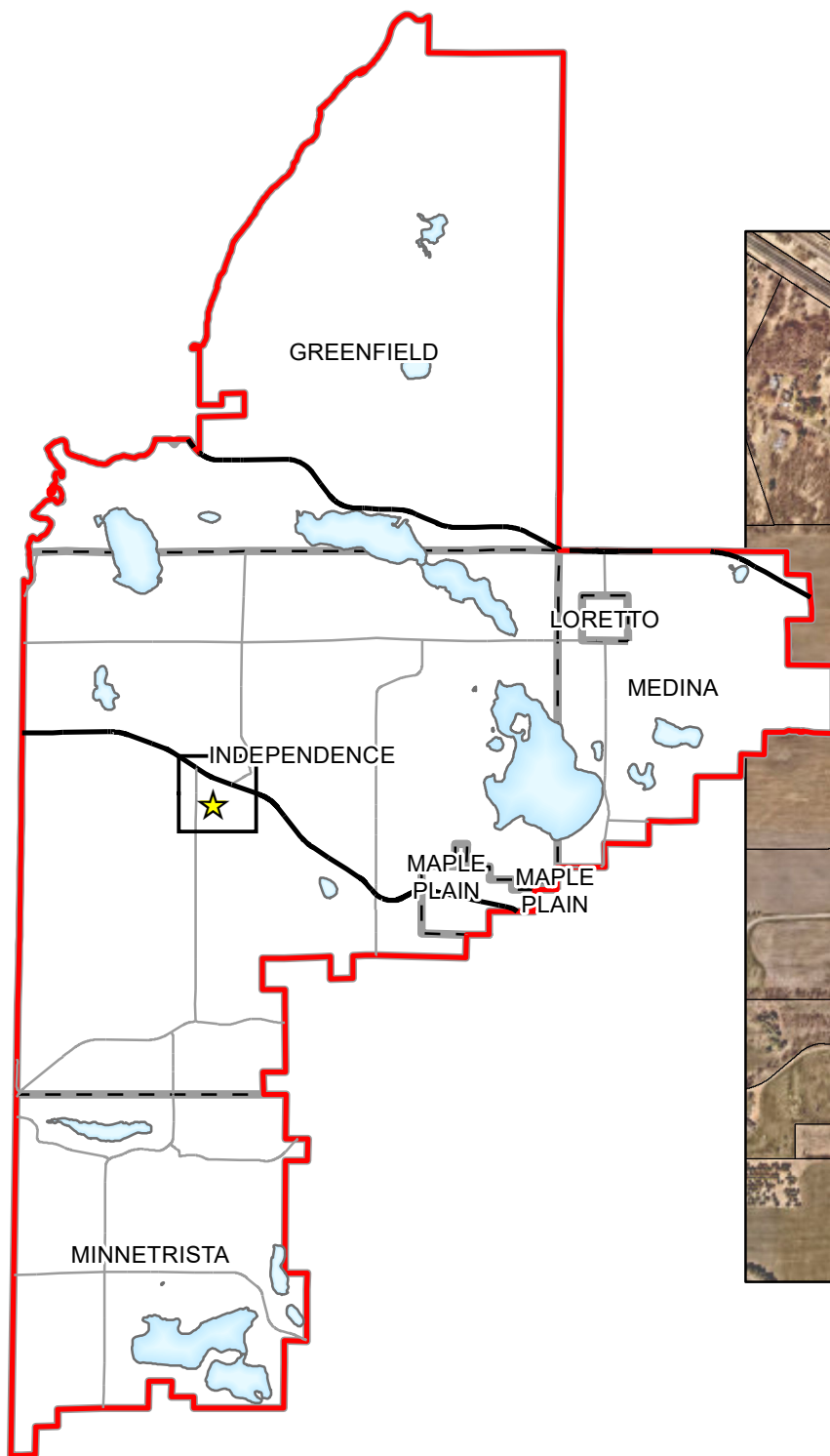
Advisor to the Commission



Andrew Vistad, PE

March 11, 2021  
Date







SCALE IN FEET

[illegible]

**SHEET**  
**1**  
**OF**  
**1**

7/9/2020 10:21:35 AM matthewoen

**2021 Memorandum of Agreement**  
**Three Rivers Park District**  
**And**  
**Pioneer-Sarah Creek Watershed Management Commission**  
Joint Water Quality Monitoring

The Pioneer-Sarah Creek Watershed Management Commission (PSCWMC) agrees to partner with Three Rivers Park District (TRPD) to implement the water quality monitoring program as per the approved Fourth Generation Watershed Management Plan.

**Objective**

The objective is to monitor the water quality at selected stream/stormwater and lake sampling sites located within the PSCWMC.

**Responsibilities**

The detailed tasks to be completed by TRPD are outlined in the following sections. A cost estimate for monitoring, laboratory analysis, data analysis, and report summary are provided.

In general, Three Rivers Park District will:

- Monitor water quality at locations chosen by PSCWMC.
- Analyze the water samples for nutrients at the TRPD's certified laboratory.
- Compile and analyze all data collected for submission.
- Create a summary report synthesizing the compiled data for the past year.

TRPD and PSCWMC agree that all the duties listed herein must be completed by January 31, 2021. Completion of the listed duties by this date will signify the formal completion of work under this Memorandum of Agreement.

Dates and corresponding signatures below from TRPD and PSCWMC signify the initiation of this Memorandum of Agreement.

**THREE RIVERS PARK DISTRICT**

**PIONEER-SARAH CREEK WATERSHED  
MANAGEMENT COMMISSION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

## Monitoring

### Stormwater Monitoring (Summary in Table 1):

#### *Three Rivers Park District Tasks:*

1. Maintain/visit sites
  - a. 4 sites with automated samplers and area-velocity probes (Exhibit C)
    - i. Baker Park – Site 5 (B5)
    - ii. Dance Hall Creek (DHC)
    - iii. Rebecca North – 1 (RN-1)
    - iv. Rebecca North – 92 (RN-92)
2. Sampling, measurements and schedule:
  - a. Schedule
    - i. Sampling will begin soon after spring thaw (mid-late April)
    - ii. Sampling will continue until onset of freezing (late October to early November)
    - iii. Flow monitoring will also occur during this time on selected sites
  - b. Collect composite samples from automated samplers
    - i. Collect during storm events to get flow weighted concentrations and loading
    - ii. Maximum of 15 samples per site unless otherwise directed by PSCWMC
  - c. Collect grab samples
    - i. Collected to establish baseflow concentrations and loading
    - ii. Collect grab samples during storm events at selected sites
  - d. Collect discharge measurements from sites that have open channels
    - i. To develop stage-discharge rating curve
  - e. Collect field duplicates for quality assurance
    - i. Approximately 10% of samples
3. Deliver samples to Three Rivers Park District's certified laboratory
  - a. Water samples will be stored in a cooler and delivered on ice
  - b. Sample bottles will be labeled with: site identification, date collected, type of sample collected (composite or grab) and parameter to be analyzed

*Table 1 Summary of sampling locations, equipment at location and parameters being analyzed for the type of sample*

Site	Description	Channel type	Equipment			Grabs					Auto sampler					Discharge
			2150	GLS	Hobo	TP	SRP	TN	TSS	CI	TP	SRP	TN	TSS	CI	
B5	Baker Park – Site 5	Culvert	x	x		x	x	x	x		x	x	x	x		
DH	Dance Hall Creek	Culvert	x	x		x	x	x	x		x	x	x	x		
RN-1	Rebecca North – Site 1	Culvert	x	x		x	x	x	x		x	x	x	x		
RN-92	Rebecca North CR-92	Open	x	x		x	x	x	x		x	x	x	X		
Totals			3	3	0	4	4	4	4	0	4	4	4	4	0	

## **Lake Monitoring: (Summary in Table 2)**

### *Three Rivers Park District Tasks:*

1. Sample bi-weekly at 4 lakes
  - a. Lake Independence
  - b. Lake Sarah
  - c. Whaletail North
  - d. Whaletail South
2. Sample monthly at 2 lakes
  - a. Winterhalter
  - b. Thomas
3. Sampling schedule
  - a. Begins after ice-out (April/May)
  - b. Ends in October after fall turnover
4. Collect physical water parameters using sonde
  - a. Parameters include: temperature, dissolved oxygen, conductivity and pH
  - b. Collected at 1-meter intervals from surface to bottom
5. Collect water clarity using a secchi disk
6. Collection of water samples at deepest portion of lake or agreed on location
  - a. Surface: Use 2-meter composite tube
  - b. Middle: Use Kemmerer at thermocline when dissolved oxygen is 1 mg/L or less
  - c. Bottom: Use Kemmerer at 1-meter from bottom of lake
7. Collect field duplicates for quality assurance
  - a. Approximately 10% of samples
8. Deliver samples to Three Rivers Park District's certified laboratory
  - a. Water samples will be stored in a cooler and delivered on ice
  - b. Sample bottles will be labeled with site identification, date of collection, parameters to be analyzed and sample depth

*Table 2 Summary of Lake sampling locations, sampling interval, and parameters to be analyzed at which depths (S-surface, M-middle, B-bottom)*

Lakes	Site ID	Water Quality In-Lake Sampling							
		Collection	Sample	Sampling	H2O Quality Parameters				
		location	Codes	Interval	TP	SRP	TN	Chl-a	Cl
Independence	27017600	Deepest Spot	IND	Bi-weekly	SMB	SMB	S	S	
Sarah	27019100	Deepest Spot	SAR	Bi-weekly	SMB	SMB	S	S	
Whaletail S	27018402	Deepest Spot	WT-S	Bi-weekly	SMB	SMB	S	S	
Whaletail N	27018402	Deepest Spot	WT-N	Bi-weekly	S	S	S	S	
Winterhalter	27014800	Deepest Spot	WH	Monthly	S	S	S	S	
Thomas	-	Deepest Spot	Tho	Monthly	S	S	S	S	

### **Laboratory analysis:**

All analysis will follow Standard Operating Procedures and QA/QC measures as approved by the Minnesota Pollution Control Agency. Water quality constituents analyzed are listed in Tables 1 & 2.

### **Data Analysis and Report Preparation**

#### ***Three Rivers Park District Tasks:***

1. Compile and synthesize all water quality data
  - a. Nutrient concentrations in Excel format
2. Analyze watershed data
  - a. Average daily flow and nutrient concentrations in Excel format
  - b. Estimate watershed nutrient loading using U.S. Army Corps of Engineers FLUX model
3. Analyze lake data
  - a. Develop a report card format that compares data to MPCA standards
  - b. Report sonde data
  - c. Review data for annual and seasonal trends
4. Deliverables
  - a. Excel document including all collected data no later than Dec 15, 2021
    - i. Delivered electronically with invoice for work completed in calendar year of 2021
  - b. Summary Report of data analysis submitted to the PSCWMC no later than January 31, 2021

### **Expense Summary (Exhibit B)**

1. Amendments to contract
  - a. Sample numbers will be reviewed once the Park District collects approximately 80% of the samples allowed under the contract
  - b. The contract may be amended to allow more sample collection and analysis under approval by the PSCWMC
  - c. The number of additional samples will be a mutual agreement between TRPD and PSCWMC
2. Payments for completion of tasks will be invoiced by TRPD to PSCWMC by December 31, 2021 as two separate invoices.
  - a. Expenses invoiced to the PSCWMC
    - i. Stream Monitoring - \$12,200
    - ii. Lake Monitoring - \$8,968

**Exhibit B:**

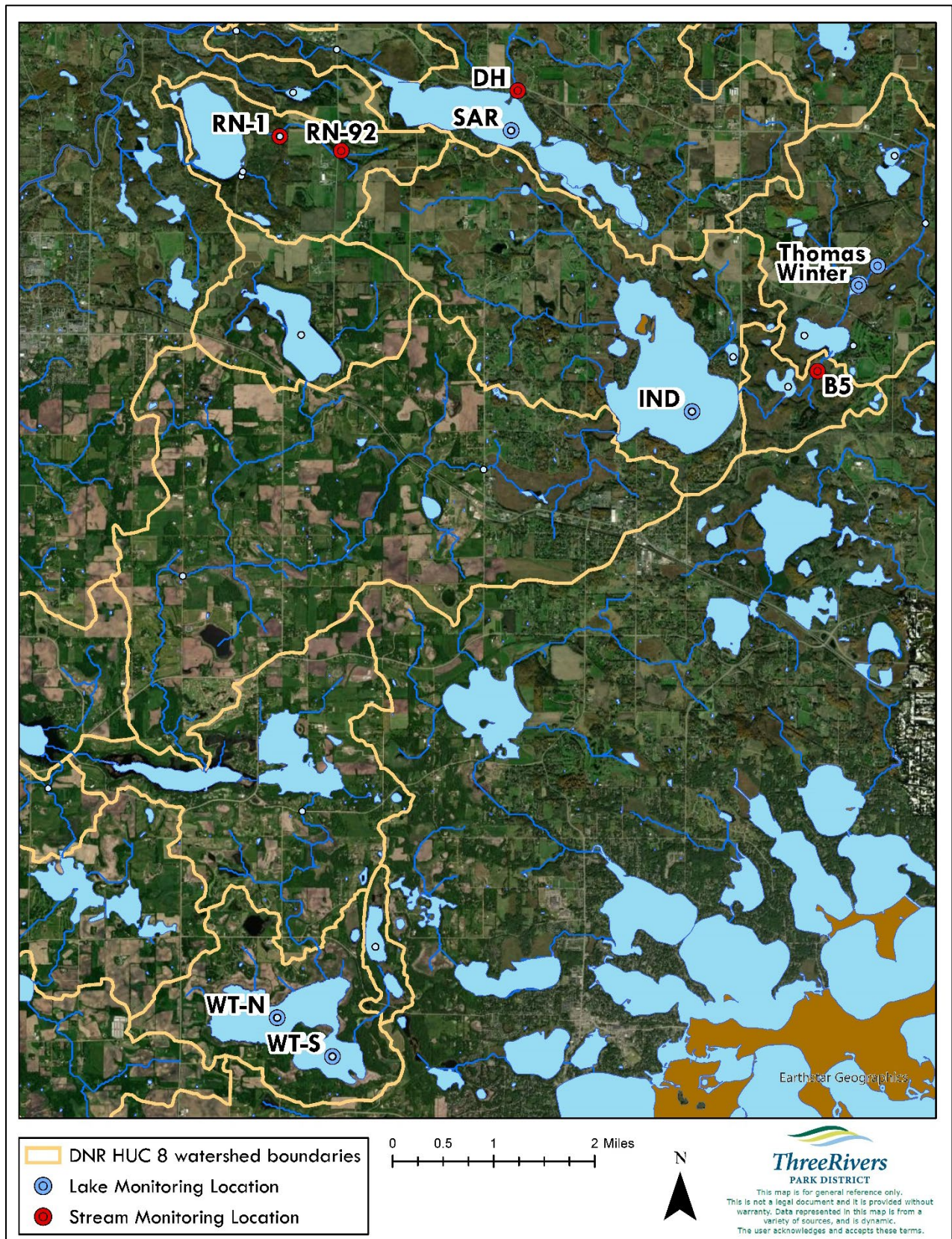
Pioneer-Sarah Creek Lake Monitoring Expenses 2021					
Monitoring					
Lake Monitoring (Bi-weekly)	Sites	Units	Unit Cost	Total Cost	
Regular Employee (field hours)	4	13	\$25.00		\$1,300.00
Seasonal Employee (field hours)	4	13	\$18.00		\$936.00
				Sub-total	\$2,236.00
Lake Monitoring (Monthly)					
Regular Employee (field hours)	2	5	\$25.00		\$250.00
Seasonal Employee (field hours)	2	5	\$18.00		\$180.00
				Sub-total	\$430.00
				Total	\$2,666.00
Lake Laboratory Analysis					
Parameter	Sites	Units	Unit Cost	Total Cost	
Lake Independence, Sarah Lake, Whaletail South (Bi-weekly)					
Total Phosphorus (S,M,B)	3	39	\$13.00		\$1,521.00
Soluble Reactive Phosphorus (S,M,B)	3	39	\$13.00		\$1,521.00
Total Nitrogen (S)	3	13	\$13.00		\$507.00
Chlorophyll-a (S)	3	13	\$13.00		\$507.00
				Sub-total	\$4,056.00
Whaletail North (Bi-weekly)					
Total Phosphorus (S)	1	13	\$13.00		\$169.00
Soluble Reactive Phosphorus (S)	1	13	\$13.00		\$169.00
Total Nitrogen (S)	1	13	\$13.00		\$169.00
Chlorophyll-a (S)	1	13	\$13.00		\$169.00
				Sub-total	\$676.00
Winterhalter and Thomas (Monthly)					
Total Phosphorus (S)	2	5	\$13.00		\$130.00
Soluble Reactive Phosphorus (S)	2	5	\$13.00		\$130.00
Total Nitrogen (S)	2	5	\$13.00		\$130.00
Chlorophyll-a (S)	2	5	\$13.00		\$130.00
				Sub-total	\$520.00
Total Lake Lab Expenses				Total	\$5,252.00
Data Analysis and Reporting					
Parameter	Sites	Units	Unit Cost	Total Cost	
Lake Data Analysis (hours)	6	7	\$25.00		\$1,050.00
				Sub-total	\$1,050.00
Total Expenses					\$8,968.00

Note: S-Surface Sample (0-2 m composite), M-Middle Sample (top of hypolimnion), B-Bottom Sample (1-m from the bottom)

Pioneer-Sarah Creek Watershed Monitoring Expenses 2021						
Monitoring						
Watershed Monitoring	Sites	Hours	Cost/Hr.		Total Cost	
Regular Employee (field hours)	4	25	\$25.00			\$2,500.00
Seasonal Employee (field hours)	4	25	\$18.00			\$1,800.00
Equipment Maintenance (per site)	4	1	\$500.00			\$2,000.00
					Sub-total	\$6,300.00
					Total	\$6,300.00
Watershed Water Quality Laboratory Analysis						
Parameter	Sites	Units	Unit Cost		Total Cost	
Storm Event/Grab Samples						
Total Phosphorus	4	15	\$13.00			\$780.00
Soluble Reactive Phosphorus	4	15	\$13.00			\$780.00
Total Nitrogen	4	15	\$13.00			\$780.00
Total Suspended Solids	4	15	\$13.00			\$780.00
					Sub-total	\$3,120.00
QA/QC Samples						
Total Phosphorus	1	15	\$13.00			\$195.00
Soluble Reactive Phosphorus	1	15	\$13.00			\$195.00
Total Nitrogen	1	15	\$13.00			\$195.00
Total Suspended Solids	1	15	\$13.00			\$195.00
					Sub-total	\$780.00
Total Watershed Lab Expenses					Total	\$3,900.00
Data Analysis and Reporting						
Parameter	Sites	Hours	Cost/Hr.		Total Cost	
Watershed Data Analysis (hours)	4	20	\$25.00			\$2,000.00
					Sub-total	\$2,000.00
Total Expenses					\$12,200.00	



**Exhibit C:**







**FY 2021 STATE OF MINNESOTA  
BOARD OF WATER and SOIL RESOURCES  
WATERSHED-BASED IMPLEMENTATION FUNDING  
GRANT AGREEMENT**

<b>Vendor:</b>	0000364310
<b>PO#:</b>	3000013224

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Pioneer-Sarah Creek WMC, 2887 Lakeshore Ave Maple Plain Minnesota 55359** (Grantee).

<b><i>This grant is for the following Grant Programs :</i></b>		
C21-1515	2021 Metro WBIF - Pioneer Sarah Creek NFC	\$91,105
C21-8561	2021 Metro WBIF - Pioneer Sarah Creek SFC	\$180,063

**Total Grant Awarded: \$271,168**

**Recitals**

1. The Laws of Minnesota 2019, 1<sup>st</sup> Special Session, Chapter 2, Article 2, Section 7(a), appropriated Clean Water Funds (CWF) to the Board for the FY 2020-2021 Watershed-based Implementation Funding.
2. The Board adopted the FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy and authorized the Watershed-based Implementation Funding Program through Board Order #19-54.
3. The Board adopted Board Order #19-54 to allocate funds for the FY 2020-2021 Watershed-based Implementation Funding Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**TITLE**  
**ADDRESS**  
**CITY**  
**TELEPHONE NUMBER**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

**Grant Agreement**

1. **Terms of the Grant Agreement.**
  - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
  - 1.2. **Expiration date:** **December 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

## 2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
  - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
  - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2024 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

## 3. Time.

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

## 4. Terms of Payment.

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by BWSR.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant includes an advance payment of 50 % of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

## 5. Conditions of Payment.

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure Program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

## 6. Assignment, Amendments, and Waiver

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

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

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

- 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 13.3. The State may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14. Data Disclosure.**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

**15. Prevailing Wage.**

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

**16. Municipal Contracting Law.**

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

**17. Constitutional Compliance.**

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

**18. Signage.**

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

**19. Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

*IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.*

Approved:

Pioneer-Sarah Creek WMC

Board of Water and Soil Resources

By: \_\_\_\_\_  
(print)

\_\_\_\_\_  
(signature)

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

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

By: \_\_\_\_\_

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

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

Contract No: \_\_\_\_\_

**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, 2021 and terminating December 31, 2021.

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: 2021 Watershed General Technical Assistance**

- **Meeting attendance & preparation of staff report:** No cost
- **Technical Services and Conservation Promotion:** Not-to-exceed \$10,000
- **Lake Independence Clean Water Fund Project Implementation:** Not-to-exceed \$146,371
- **Other Project Implementation:** <NEED CIP AMOUNT>
- **Subwatershed Assessment Completion and Project Implementation:** Not-to-exceed \$66,250

**Exhibit B: 2021 Volunteer Monitoring Program and Education Services: \$750.00****Total 2021 Cooperative Agreement:** Not-to-exceed **\$229,621**

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 \$ 62.91 to \$69.21 per hour, based on personnel and task, except where exceptions are noted in Exhibit A.

Sr. Environmentalist, Water Resources	\$69.21 per hour
Environmentalist	\$62.91 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.

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, Karen Galles, Supervisor, Land and Water Unit, or his/her successor, shall manage this Agreement on behalf of the Department and serve as liaison between the COUNTY and the COMMISSION. Judie Anderson, Administrator, shall manage this Agreement on behalf of the COMMISSION and serve as a liaison between the COMMISSION and the COUNTY.

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.

DRAFT

## EXHIBIT A

### 2021 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, TMDL studies, WRAPS reports, and subwatershed assessments.

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

#### 1. Meeting attendance & Preparation of Staff Report

Staff will prepare a staff report covering cooperative efforts and will attend regular Board and technical advisory committee (TAC) meetings to facilitate partnership and advise the COMMISSION on technical items. Time required to attend meetings will not be an expense to the COMMISSION.

Estimated Effort:

At least one representative of the DEPARTMENT will attend each Board and TAC meeting, and additional staff will attend as necessary and appropriate. Assuming 10 Board meetings and 3 TAC meetings.

	Estimated Hours	COMMISSION NTE
Senior Environmentalist	96	\$0
Environmentalist	96	\$0

#### 2. Respond to Inquiries from the public and conservation promotion in targeted subwatersheds

Due to the high priority nature of this work to the DEPARTMENT'S goals, DEPARTMENT agrees to request reimbursement for the following services at a rate well-below the DEPARTMENT'S real costs. See agreement Section 2.

- A. General outreach and assistance: At the request of the COMMISSION, as prompted by public inquiry, DEPARTMENT staff will reach out to landowners within the Pioneer-Sarah Creek watershed to develop best management practice (BMP) projects, respond to inquiries from the public to provide conservation program information, technical assistance, and information regarding COMMISSION requirements. In 2021 priorities in this area, in order of importance:
  - a. Promoting, assessing, and developing projects to benefit Lake Independence and make use of remaining grant dollars from the Baker Park Ravine Stabilization Clean Water Fund grant, currently identified as:
    - i. Flakne Lakeshore Restoration Project
    - ii. McCombs Gully Stabilization Project
    - iii. White Wetland Restoration Project
    - iv. Two possible alternates (in case one of the above projects falls through)
  - b. Zuhrah Shrine Horseman BMPs to benefit Lake Rebecca
  - c. Developing and implementing other known cost share BMP projects that fall outside of identified priority areas (e.g. Malacek, Pierce)

- d. Landowner outreach associated with on-going work around development of properties in the Dance Hall Creek subwatershed
- e. Landowner outreach associated with on-going work around the assessment of project opportunities in the Lake Rebecca subwatershed effort.
- f. Evaluating and assessing lakeshore needs and developing programming for lakeshore homeowners
- g. Responding to new inquiries and project opportunities outside of identified priority areas

*Estimated effort below includes times to implement projects identified in subwatershed assessments, including those priorities areas in Tasks 3-5.*

	Estimated Hours	COMMISSION NTE	Estimated Cost (DEPARTMENT)
Senior Environmentalist	208	\$0	\$14,396
Environmentalist	1,373	\$10,000	\$86,375

### 3. Lake Independence Subwatershed Project Implementation

As partners in the Baker Park Ravine Stabilization Clean Water Fund grant, DEPARTMENT and COMMISSION are partnering to implement additional practices to benefit Lake Independence and expend grant dollars that were remaining after completion of the ravine stabilization. In addition, the DEPARTMENT and COMMISSION have agreed to partner to use Watershed-Based Implementation Funds on project opportunities identified to benefit Lake Independence in the Lake Sarah and Lake Independence Stormwater Retrofit Analysis. To extend use of grant dollars, COMMISSION and DEPARTMENT will assist landowners with project funding assistance as well. The COMMISSION will contribute 10-25% of project costs from its capital projects fund dedicated to Lake Independence (not to exceed the amount available). The DEPARTMENT will contribute 10% of project costs. Landowners will be expected to contribute 10% of project costs. Remaining project costs will be covered by available grants until those grants are exhausted. Prior to project implementation, the DEPARTMENT and the COMMISSION will agree upon the breakdown of each individual project's funding sources. Following project implementation, the DEPARTMENT will provide a detailed, itemized invoice to the COMMISSION for project costs as agreed upon prior to project implementation. DEPARTMENT will include project cost estimates and estimated commission share on projects in the monthly staff report as they become available, as well as an accounting of remaining capital and grant funds available to support BMP projects.

Amount reimbursable to the DEPARTMENT shall not exceed 80% of documented project costs. In addition, the total amount reimbursable dollars under this Activity is constrained by the COMMISSION'S available capital and grant funds for this work and shall not exceed the total amount available under the combination of the following sources: (1) excess Baker Park Ravine Stabilization Funds (\$21,371), Lake Independence BMPs Watershed Basin Implementation Funds (\$115,000), and COMMISSION CIP project Lake Independence Area BMPs (\$10,000). At the time of contract execution, the amounts above reflect the total available amounts for those funding sources, pending approval from their respective authorities.

### 4. Other Project Implementation

The DEPARTMENT is working to develop BMP projects on several additional fronts focused on the COMMISSION'S priorities. Additional grant funding is not available for those projects, however, there

are several relevant capital projects established in the COMMISSION's fourth generation watershed management plan (**FILL IN WITH 2021 CIP PROJECTS**). In addition, DEPARTMENT is working hard to leverage a wide variety of additional funding sources for this project work.

As projects advance toward readiness, DEPARTMENT will keep COMMISSION informed of anticipated costs and available funding sources. As agreed upon by both parties and as capital project funds are available, COMMISSION will contribute 25% of project costs from capital project funds (**INSERT 2021 CIP PROJECTS**). DEPARTMENT will contribute a minimum of 10% of project costs, through cash contributions or in-kind staff time. Landowners will be expected to contribute 10-25% of project costs (depending on location in or outside of a priority area). DEPARTMENT will be responsible for identifying funding sources for remaining project costs.

Amount reimbursable to the DEPARTMENT shall not exceed 25% of documented project costs. In addition, the total amount reimbursable under this Activity is constrained by the COMMISSION'S available capital funds for this work and shall not exceed the total amount available under capital projects (**INSERT 2021 CIP PROJECTS**). At the time of contract execution, the amount available under these projects is: (**INSERT 2021 CIP AMOUNT**).

## 5. Subwatershed Analysis Projects

- a. **Spurzem Creek:** Spurzem Creek Watershed, upstream of Lake Independence, is an approximately 6 square-mile area of predominantly agricultural, undeveloped, open water, and parkland land uses. The Pioneer-Sarah Creek TMDLs identified this area as a significant source of nutrients to aquatic recreation impairments in Peter, Spurzem, Half Moon, and Independence Lakes. The WRAPS identified the following sources and magnitudes of those sources for Peter, Spurzem, and Half Moon Lakes.

Agricultural runoff was either a moderate or high magnitude contributor to the impairment for Peter and Spurzem Lakes, respectively (and as Half Moon is downstream of both, you can make the argument it's also a nutrient source to that lake). Nutrient sources from livestock and septic in the Peter Lake Watershed and urban runoff in both the Peter and Spurzem Lake Watersheds were identified as low sources. Wasteload allocations were assigned for each of these sources. The Subwatershed Assessment would identify geographically specific locations to address these sources, particularly for agricultural runoff and dissolved phosphorus loading from previously-ditched and artificially drained waterbodies, typically through projects to limit the source of the pollutants or to implement conservation practices that limit the magnitude of these sources.

DEPARTMENT staff will lead the analysis for the surface water and overland source assessment and opportunity identification for this project. DEPARTMENT may retain a consultant to assess internal loading and respective practices to address. COMMISSION is expected to provide comment(s) to draft materials provided by DEPARTMENT and, should a consultant be retained for assessing internal loading of waterbodies in Spurzem Creek subwatershed, COMMISSION will provide 25% cost share, either through CIP or Watershed Based Implementation Funds.

	Estimated Hours	COMMISSION NTE	Estimated Cost (DEPARTMENT)
Senior Environmentalist	215	\$0	\$14,880
Environmentalist	180	\$0	\$11,323
Consulting Fees	N/A	\$6,250	\$25,000

- b. Lake Rebecca:** In an effort to prevent the need for another alum treatment in Lake Rebecca and to prevent Lake Rebecca from being added again to the impaired waters list, COMMISSION and DEPARTMENT agree to partner on an assessment of water quality improvement opportunities in a 600-acres subwatershed that drains through the property owned by the Zuhrah Shrine Horsemen and into Lake Rebecca Park Reserve. This study has three components: 1.) Completion of a hydrologic model to identify flow pathways and rates, 2.) BMP identification and feasibility analysis to determine cost-effectiveness across the subwatershed, and 3.) Identifying, scoping, and designing project opportunities on Three Rivers Park District and Zuhrah Shrine properties.

*Partners intend to use a consultant to perform this work and are expecting responses to an RFP shortly. This scope of work will be revised to reflect real anticipated project costs and cost breakdown among partners once we receive that information. Its expected up to \$30,000 of COMMISSION CIP and/or Watershed Based Implementation Funds provided to the COMMISSION for the South Fork Crow Watershed will be allocated to this assessment.*

	Estimated Hours	COMMISSION NTE	Estimated Cost (DEPARTMENT)
Senior Environmentalist	40	\$0	\$2,768
Environmentalist	70	\$0?	\$4,403
Consulting Fees	N/A	\$30,000	\$70,000

- c. Dance Hall Creek:** Given that land use changes and land ownership transitions are in process on some key properties necessary to make significant progress on the Lake Sarah TMDL and recommendations of the Dance Hall Creek Subwatershed Assessment, the DEPARTMENT believes that the time is right to reanalyze project opportunities on those properties (given the new land use) and engage new property owners. Property owner engagement is covered under Task 2 of this scope of work. COMMISSION and DEPARTMENT agree to partner on a project to revise project opportunities identified in Dance Hall Creek Subwatershed Assessment to consider new property lines and new land use (rural residential). This study has four components: 1.) Inventory & map natural resources on parcels that are key to understanding project opportunities; 2.) Create a master plan across (but considering) new parcel boundaries of the best strategies and opportunities to improve water quality; 3.) Create conceptual site diagrams for each parcel in the study area; 4.) Evaluate and quantify pollution-reduction potential of BMPs identified in conceptual site diagrams.

*Partners intend to use a consultant to perform this work and are expecting responses to an RFP shortly. This scope of work will be revised to reflect real anticipated project costs and cost breakdown among partners once we receive that information. Its expected up to \$30,000 of COMMISSION CIP and/or Watershed Based Implementation Funds provided to the COMMISSION for the North Fork Crow Watershed will be allocated to this assessment. Remaining dollars (\$61,000) will be used for BMP implementation.*

	Estimated Hours	COMMISSION NTE	Estimated Cost (DEPARTMENT)
Senior Environmentalist	20	\$0	\$1,384
Environmentalist	80	\$0	\$5,033
Consulting Fees	N/A	\$30,000	\$70,000

**Summary of total estimated effort and costs Tasks 1-5.**

	Estimated Hours	COMMISSION NTE
Task 1: Meeting attendance & Preparation of Staff Report	192	\$0
Task 2: Respond to public inquiries and conservation promotion in targeted subwatersheds	1,581	\$10,000
Task 3: Lake Independence CWF Project Implementation	N/A	\$146,371
Task 4: Other Project Implementation	N/A	<NEED 2021 CIP AMOUNT>
Task 5: Subwatershed Analysis Projects	N/A	\$66,250
<b>Total (estimated)</b>	<b>1,773</b>	<b>\$222,621 + CIP</b>



## EXHIBIT B

### 2021 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 the Pioneer-Sarah Creek TMDL.

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; Wetland Health Evaluation Program (WHEP);

**2. Volunteer Outreach**

The DEPARTMENT staff, in collaboration with COMMISSION, will work to find school groups and/or adult volunteers to monitor up to one (1) designated stream sites for the River Watch program.

-OR-

DEPARTMENT staff, in collaboration with COMMISSION, will work to find a team of adult volunteers to monitor up to one (1) designated wetland sites 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 invertebrate and vegetative data for the Wetland Health Evaluation Program (WHEP), and all quality assurance checks on field and invertebrate data for the River Watch.

**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/Wetland Health Evaluation Program:*** The COMMISSION shall pay the DEPARTMENT \$750.00 per River Watch or Wetland Health Evaluation Program site for data and educational services. Fees will be used to cover all training, equipment, transportation assistance, Quality Assurance/Quality Control, reporting and presentations as requested.

In 2021 the total for providing a variety of volunteer monitoring and environmental education and outreach oversight shall not-exceed seven hundred and fifty dollars (\$750).

DRAFT

## Judie Anderson

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**From:** Judie Anderson  
**Sent:** Tuesday, March 2, 2021 11:01 AM  
**To:** Rebecca Carlson  
**Cc:** Amy Juntunen; Holtman@smithpartners.com  
**Subject:** RE: MAWD request for Contacting BWSR Leadership

Rebecca and Mr. Holtman, please keep us apprised as things move forward. Thank you.

- Judie

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Judie A. Anderson  
 WATERSHED ADMINISTRATOR | JASS | 3235 FERNBROOK LANE PLYMOUTH MN 55447  
[judie@jass.biz](mailto:judie@jass.biz) | D 763.553.1144 | F 763.553.9326  
 Representing Elm Creek, Shingle Creek, West Mississippi, and Pioneer-Sarah Creek WMOs  
 and Clearwater River WD  
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**From:** Rebecca Carlson <[Rebecca@resilience-resources.com](mailto:Rebecca@resilience-resources.com)>  
**Sent:** Tuesday, March 2, 2021 10:56 AM  
**To:** Judie Anderson <[Judie@jass.biz](mailto:Judie@jass.biz)>  
**Cc:** Amy Juntunen <[Amy@jass.biz](mailto:Amy@jass.biz)>  
**Subject:** FW: MAWD request for Contacting BWSR Leadership

---

**From:** Chuck Holtman <[Holtman@smithpartners.com](mailto:Holtman@smithpartners.com)>  
**Sent:** Tuesday, March 2, 2021 10:52 AM  
**To:** Rebecca Carlson <[Rebecca@resilience-resources.com](mailto:Rebecca@resilience-resources.com)>  
**Subject:** RE: MAWD request for Contacting BWSR Leadership

Thank you, Rebecca.

You in turn may be interested in this bill concerning a study to merge WDs and SWCDs. Of course many bills are just introduced nonsense, but Rep. Torkelson carries a good deal of weight and credibility in the area. I'm not yet aware of whence this bill derives.

Torkelson introduced:

[H. F. 1586](#), A bill for an act relating to water; appropriating money for a feasibility study for merging soil and water conservation districts and watershed districts.

The bill was read for the first time and referred to the Committee on Environment and Natural Resources Finance and Policy.

I also know that a couple of my WDs involved in One Watershed One Plan are frustrated at what they see as BWSR's insufficient insistence on watershed-based assessment and prioritization of projects, and its acquiescence in county/SWCD (non-watershed-based) directing of 1W1P plans/work.

So it looks like there's a cluster of WD/SWCD relational issues heating up.

Chuck

**Charles B. Holtman**

**smith**

**partners**

PLLP

400 Second Avenue South

Suite 1200

Minneapolis, MN 55401

(612) 278-1405 Office

[www.smithpartners.com](http://www.smithpartners.com)

---

**From:** Rebecca Carlson <[Rebecca@resilience-resources.com](mailto:Rebecca@resilience-resources.com)>

**Sent:** Tuesday, March 2, 2021 10:05 AM

**To:** Chuck Holtman <[Holtman@smithpartners.com](mailto:Holtman@smithpartners.com)>

**Subject:** FW: MAWD request for Contacting BWSR Leadership

Hi Chuck,

No action needed, I just thought you and your crew may find this interesting. It seems to me like this march towards SWCDs and away from watershed districts has been in play for some time now- not sure what's driving MAWD to act now. Would be interesting to get your take on it at some point.

R

This Document can be made available  
in alternative formats upon request

State of Minnesota  
HOUSE OF REPRESENTATIVES

NINETY-SECOND SESSION

H. F. No. 1586

02/25/2021 Authored by Torkelson

The bill was read for the first time and referred to the Committee on Environment and Natural Resources Finance and Policy

- 1.1 A bill for an act
- 1.2 relating to water; appropriating money for a feasibility study for merging soil and
- 1.3 water conservation districts and watershed districts.
- 1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
- 1.5 Section 1. **FEASIBILITY STUDY FOR MERGING SOIL AND WATER**
- 1.6 **CONSERVATION DISTRICTS AND WATERSHED DISTRICTS;**
- 1.7 **APPROPRIATION.**
- 1.8 \$..... in fiscal year 2022 is appropriated from the general fund to the Board of Water
- 1.9 and Soil Resources to prepare, in consultation with soil and water conservation districts,
- 1.10 watershed districts, and other local units of government, a feasibility study on voluntarily
- 1.11 merging soil and water conservation districts and watershed districts that have completed
- 1.12 a plan under Minnesota Statutes, section 103B.801. By January 15, 2023, the board must
- 1.13 submit a report to the chairs and ranking minority members of the house of representatives
- 1.14 and senate committees and divisions with jurisdiction over environment and natural resources
- 1.15 policy and finance with the study and any recommendations for legislation necessary for
- 1.16 implementation. This is a onetime appropriation and is available until June 30, 2023.



**From:** Emily Javens <[emily@mnwatershed.org](mailto:emily@mnwatershed.org)>  
**Sent:** Monday, March 1, 2021 11:59 AM  
**To:** Emily Javens <[emily@mnwatershed.org](mailto:emily@mnwatershed.org)>  
**Subject:** MAWD request for Contacting BWSR Leadership

MAWD Board and Administrators,

Will you please send a note to BWSR Executive Director John Jaschke, BWSR Chair Gerry Van Amburg, and our watershed reps (Joe Collins and Jill Crafton) letting them know it is not acceptable to have a monthly newsletter that focuses only on SWCD programs and neglecting the work done by watershed districts... especially when the stories are associated with drainage and the Red River Valley. Those stories can't be told without the role watershed districts play, but somehow they have once again made it all about SWCDs. It is also not acceptable to produce a fact sheet on legislation that would increase water storage and focus on the work SWCDs do and not mention work WDs specialize in. (See attached.) I hate that we need to keep talking about the "us vs. them" argument, and pointing out the "haves and the have nots." It can't be argued that SWCDs don't have more access to programs and funding than we do. But, please know there are reasons this happens in most cases and it often isn't up to BWSR to make those resource decisions. Many of the inequities are directed by the legislature or are linked to funding opportunities that come with NRCS dollars (which ties to SWCDs.) Please also know that MAWD is advocating for simple ways some of those programs can be expanded at a low cost to include us. What I have a problem with here is that even on items completely under BWSR's control, they have a pattern that still strongly favors SWCDs. I know this is frustrating for all of us. That frustration is not getting understood when we point it out though. We need more voices and we need louder voices. We deserve better service delivery from the State. So even though BWSR does not have complete control over who gets financial and technical resources, they DO have control over whose work gets promoted in their newsletters or fact sheets.

Let me be very clear. We need ALL local governments to be represented and supported and to have adequate funding capacity to do their jobs. We need to support each other and they (our LGU partners) need and do support us. But, our state agency is not doing an adequate job for us. They are not called the MN Board of SWCDs, and it is time they stop acting like it.

Also – If you have stories that can be told about the great work I know you are doing, please contact Mary Juhl, BWSR Communications Coordinator, so that she can make sure our stories have a shot at getting written up, too.

Here are the email addresses you will need:

- John Jaschke – [john.jaschke@state.mn.us](mailto:john.jaschke@state.mn.us)
- Gerry Van Amburg – [vanambur@cord.edu](mailto:vanambur@cord.edu)
- Joe Collins – [jpcollins534@centurylink.com](mailto:jpcollins534@centurylink.com)
- Jill Crafton – [jillgreatlakesike@gmail.com](mailto:jillgreatlakesike@gmail.com)
- Mary Juhl – [mary.juhl@state.mn.us](mailto:mary.juhl@state.mn.us)

Thank you,  
 Emily

**Emily Javens, PE | Executive Director**  
 MN Association of Watershed Districts (MAWD)  
 595 Aldine Street | St. Paul, MN 55104  
 (651) 440-9407 office | (320) 979-0084 mobile  
[www.mnwatershed.org](http://www.mnwatershed.org) | [emily@mnwatershed.org](mailto:emily@mnwatershed.org)

## Water Storage and Treatment

*Establishes a program to provide financial assistance for water storage projects to protect streams, rivers, lakes and infrastructure from extreme weather events and related climate change impacts.*

### Challenges on the landscape

Minnesota is experiencing larger and more frequent and intense rainfall events, resulting in negative impacts to agriculture and infrastructure, significant erosion along riverbanks and declining water quality.

### What is water storage and treatment?

Water storage projects are engineered to slow down or temporarily hold back water from reentering a stream or river. For example, during a storm, water is directed into a wetland, holding basin, or soil in a farm field and then is slowly released downstream. This action provides water quality treatment by allowing sediment to settle out. It also reduces the water volume and speed leaving our landscape, which in turn reduces erosion along river banks and the amount of sediment entering Minnesota's streams, lakes and rivers.



*L to R: water and sediment control basin in crop field is empty in dry conditions but holds water temporarily after heavy rains; landowners pose by construction of storage basin in Pope county ag field; grass back sediment control basin slows runoff.*

### Protecting Minnesota Landscapes

Water storage provides the following benefits:

- reducing runoff which decreases erosion and nutrient loss from working lands
- mitigating climate change impacts by slowing flowing water from severe weather events
- protecting infrastructure from flood damage
- preparing agricultural lands to withstand more intense rainfall events
- improving downstream water quality

### 2021 Budget Proposal (HF932/SF1037)

Governor Walz recommends \$3 million to develop a statewide program that leverages local, federal, and private sector funds to address two important needs: water quality and climate resiliency. Putting more water storage on our landscape will address these needs and create a more resilient landscape for Minnesota's future.

### Contact

John Jaschke, BWSR Executive Director  
john.jaschke@state.mn.us  
(651) 296-0878

Angie Becker Kudelka, BWSR Assistant Director  
angie.beckerkudelka@state.mn.us  
(612) 616-5112



## Building Healthy Soils

*A long-term strategy will foster more productive and profitable farms, improve water quality, and create better resilience during extreme weather events.*

### What is soil health?

It is the soil's ability to sustain agricultural crop productivity without resulting in soil degradation or otherwise harming the environment.

One of the best ways to improve soil health is to keep farmland covered with vegetation for much of the year. Practices such as cover crops, reduced tillage, and planting perennial vegetation (known as continuous living cover) help to increase the organic matter and build healthier soils.

### Accelerating the implementation of cover crops

Cover crops are plants grown with the primary purpose to build soil health (rather than a commodity). They help landowners build resilient landscapes by:

- holding more water in the soil (which reduces runoff)
- increasing water available for crops, reducing need for supplemental irrigation
- reducing nutrient losses into surface and groundwater
- allowing reduced fertilizer/pesticide use without negative impacts for crop production
- storing carbon in the soil

### Challenges of cover crop adoption

Farm census data indicates that approximately 2% of Minnesota's ag land includes cover crops. Some common hurdles to implementation include: the time it takes to establish, lack of information specific to northern climates, access to equipment and support, and funding to sufficiently offset risk until the crop is established.

### 2021 Budget Proposal (HF936/SF1036)

Governor Walz recommends \$5.5 million to accelerate the use of cover crops on Minnesota's farmlands. With the technical expertise of Soil and Water Conservation Districts and other local partners, these resources will help farmers with establishment costs that help offset risk.

### Contact

John Jaschke, BWSR Executive Director  
john.jaschke@state.mn.us  
(651) 296-0878

Angie Becker Kudelka, BWSR Assistant Director  
angie.beckerkudelka@state.mn.us  
(612) 616-5112



Top: Cover crop mix growing under corn near Faribault, MN. Bottom: Rye cover crop growing after harvest of no-till corn in Rice County. Photo credit: Rice SWCD

# HENNEPIN COUNTY

## MINNESOTA

DATE: March 11, 2021

TO: Pioneer-Sarah Creek Watershed Management Commission

FROM: Paul Stewart and Kris Guentzel; Hennepin County Department of Environment and Energy

RE: March Commission Project, Program, and Education Updates

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### 2021 Watershed Service Agreement

Hennepin County staff will draft and include a watershed services agreement in the March meeting packet materials for PSCWMC. The agreement will detail a Scope of Services the County intends to provide the Commission for projects the County and Commission will co-operatively undertake, including many of those listed in this staff report. Please provide any feedback and/or questions you can during the March Commission meeting. Based on your feedback and questions, the agreement will be revised and included for review and action for the April meeting.

### Metro One Watershed One Plan South Fork Crow River Watershed

**New:** JASS and Hennepin County staff will develop a work plan in March.

Previous: On January 11<sup>th</sup>, the South Fork Crow Watershed-Based Implementation Fund (WBIF) Committee met to decide on funding projects within the watershed. Prior to the meeting, Committee members developed a project list and scoring system to objectively score and rank projects based on a variety of factors including project benefit to reach a pollutant load goal, impairment status of the benefiting waterbody, priority of benefiting waterbody in the watershed plan, secondary benefits, project readiness, and whether any supporting studies exist. Below are the projects that scored favorably and were chosen to be funded by the committee. The funding amount is shown in parenthesis.

- 1) Lake Independence SWA BMPs (\$115,000) – implementation of cost-effective BMPs as proposed in the subwatershed assessment.
- 2) Lake Rebecca Feasibility Analysis (\$30,000) – analysis to identify and rank conservation and restoration opportunities upstream of Lake Rebecca
- 3) Spurzem Creek BMPs (\$35,063) - implementation of cost-effective BMPs as proposed in the subwatershed assessment.

Pioneer-Sarah Creek Watershed Commission (PSCWMC) was chosen as the grant holder for the projects listed above. Next steps will be for PSCWMC to submit an eLINK budget request. Once approved, this would be followed by completion of a work plan. The work plan must be approved by March 30<sup>th</sup>.

### **North Fork Crow River Watershed**

**New:** JASS and Hennepin County staff will develop a work plan in March.

**Previous:** The North Fork Crow WBIF Committee also decided to fund additional investigation and implementation of conservation practices in the Dance Hall Creek Subwatershed north of Lake Sarah. \$91,105 was allotted to this effort. Staff are considering splitting these dollars amongst the following activities:

- 1) Update of the Dance Hall Creek Subwatershed Assessment, to consider what conservation practices are available with land use changing from agricultural (which was represented in the last Subwatershed Assessment) to large-lot rural residential. Additional information on this updated assessment can be found below.
- 2) Additional resources for outreach – which could range from more dollars for workshops and events to adding a portion of a full-time, limited-duration position to focus efforts in this area
- 3) Implementation of conservation practices.

Hennepin County staff will be working with JASS (Amy) to submit a work plan to BWSR. Amy submitted a budget request last month for the Commission.

### **Subwatershed Assessments**

#### **Dance Hall Creek Subwatershed Assessment Refinement**

**Update:** RFP was released. HCEE will meet internally to organize the schedule for the Proposal review/Consultant selection committee, timeline for consultant selection, engagement strategy (to be reviewed by city and watershed), outreach plan (to be reviewed by city and watershed prior to sending) and technical advisory team needs.

**Previous:** RPF has been completed and final draft shared with the City of Greenfield and Pioneer Sarah WMO for comment. A collaboration meeting with the City of Greenfield, Hennepin County and Pioneer Sarah WMO took place on 2/10/2021. The outcome resulted in some minor edit and clarifications. It is expected to send the RFP out for bid by the end of February. A review committee for the bid will be assembled in March.

Hennepin County staff continue to refine a working draft of a subwatershed assessment which will identify critical natural resource features and potential BMP opportunities on soon-to-be-developed properties north of Lake Sarah in the Dance Hall Creek Subwatershed. County staff plan to complete a draft in the coming weeks and will share the draft with City of Greenfield and Pioneer-Sarah Watershed staff and leadership to garner their feedback prior to submitting the RFP.

#### **Spurzem Creek Subwatershed Assessment**

**Previous:** This subwatershed assessment will identify cost-effective conservation practices east of Lake Independence for areas draining into Spurzem Creek (Cities of Medina and Greenfield). County staff held an internal project kick-off meeting in November, completed preliminary field work in December, and have begun incorporating that field work into desktop analysis.

## Lake Rebecca Subwatershed Assessment

**Update:** RFP will be released again to consultants after an error in a previous RFP release. Since that release, the project scope has also been refined. This subwatershed assessment will have three components: 1.) Completion of a hydrologic model to identify flow pathways and rates, 2.) BMP identification and feasibility analysis to determine cost-effectiveness across the subwatershed, and 3.) Identifying, scoping, and designing project opportunities on Three Rivers Park District and Zuhrah Shrine properties.

## Other

**Previous:** MN Board of Water and Soil Resources in conjunction with MN Department of Transportation is opening an RFP on February 22<sup>nd</sup> for The Local Government Road Wetland Replacement Program (LGRWRP).

An informational meeting will be in the near future and we will provide that information when it comes forward.

The LGRWRP was established to provide wetland mitigation for certain qualifying road reconstruction, repair and rehabilitation projects conducted by local road authorities (cities, townships, counties). BWSR provides wetland mitigation for wetland impacts incurred as a result of a qualifying project. Prior to program establishment in 1996, road authorities were responsible for providing their own wetland mitigation for such projects. Local road authorities must follow the required process to take advantage of the program.





## LOCAL GOVERNMENT ROAD WETLAND REPLACEMENT PROGRAM PROCESS

This document clarifies the process for Road Authorities (RAs) seeking to utilize the Local Government Road Wetland Replacement Program (LGRWRP) that impact wetlands. Failure to follow the process may result in RAs having to provide their own wetland replacement for projects that would otherwise be eligible for replacement under the LGRWRP.

### What's the Process?

- Road Authority (RA) concurrently submits the following items to the Local Government Unit (LGU) and US Army Corps of Engineers: Joint Application Form, location map, plans, delineation report and wetland impact table for Attachment E (from the back of the Joint Application Form).
- LGU distributes application to Technical Evaluation Panel (TEP) for review of delineation and plans for accuracy and eligibility;
- LGU and TEP sign Attachment E if they concur with RA information (signed Attachment E is sent to RA);
- RA submits **Joint Application Form, location map, and LGU/TEP signed Attachment E** to BWSR at: [amy.waters@state.mn.us](mailto:amy.waters@state.mn.us)

### Why Is Following the Process Important?

BWSR Banking Staff can **only** assign credits to RA projects **after** the above documents have been received.

BWSR processes many LGRWRP applications from all over the state on a first-served basis. Credits are continually being reserved for projects and may no longer be available if there are delays in providing documentation to BWSR.

### How Could This Affect My Project?

Portions of the project that involve impacts to wetlands **cannot be started** until the withdrawal verification from BWSR has been received.

Delays in processing could mean there are no credits left and the RA may have to **wait** until some are available **or consider purchasing credits** to avoid delays instead of obtaining them at no cost through the LGRWRP.

For more information:

<https://bwsr.state.mn.us/local-government-road-wetland-replacement-program>

## Hennepin County Spring Tree Sale

**New:** Tree sales are still open. At the submission of the staff report on 3/11/2021 we have sold 66% of our projected goal. American Plum, Serviceberry and Black Hill Spruce have sold out but the 7 remaining varieties are still available. We encouraged residents interested in ordering to visit the website or contact Shane DeGroy for up to date inventory.

<https://www.hennepin.us/residents/environment/trees-forestry>  
[shane.degroy@hennepin.us](mailto:shane.degroy@hennepin.us)

**Previous:** For the first time in many years, Hennepin County is reviving the annual tree sale. Attached is an informational flyer and order form. Please feel free to distribute these as you see fit. We're considering this a "pilot" year but hope to continue this program into the future if interest is high.

This program will help meet the reforestation and restoring forest habitats goals of our Forestry Team and our (DRAFT) Climate Action Plan. This sale is open to all Hennepin County residents with our primary focus area in the western cities. We would appreciate any help in outreach you can provide. Our intent is for landowners to use trees purchased through this program to re-plant forests, establish wind breaks and buffers, and re-establish habitat areas.

# Spring tree sale



Hennepin County is selling trees to property owners to restore and improve woodland areas and increase wildlife habitat.

## About the trees available



photo credit: forestag.com

Bareroot trees ranging in size from 6 inches to 2 feet tall will be sold in bundles of 25. Due to their small size, the trees being sold are best used for restoration and conservation projects.

See a list of available species, cost, and recommended planting locations on the back side of this flyer.

## Order deadline and pickup days

Tree orders must be placed by Friday, April 9.

Trees must be picked up from the Hennepin County Public Works Facility, 1600 Prairie Drive in Medina, on one of the following days. You will select a pickup day when you place your order:

- Thursday, April 29 from 3 p.m. to 7 p.m.
- Saturday, May 1 from 9 a.m. to noon

To comply with COVID-19 social distancing guidelines, pickup is tentatively drive-up only. More information about pickup guidelines will be sent prior to the pickup day.

## Why plant trees?



Trees can create shelterbelts, provide visual screens, and offer shade that increases home energy efficiency. Trees also protect water quality, prevent soil erosion, and improve wildlife habitat.

The tree canopy in Hennepin County faces a number of threats that makes planting trees important. The presence of emerald ash borer means that up to 15% of the tree canopy in Hennepin County could be lost in the coming years. Pressure from other pests and diseases as well as climate change exacerbate the need to plant more trees.

## Guidelines

- Orders are accepted on a first come, first serve basis. Availability of tree species will be updated online as much as possible.
- Substitutions may need to be made if a desired species is out of stock. Hennepin County foresters will contact you if substitutions are necessary.
- Payment by check must be submitted with your order form.
- All sales are final.
- Hennepin County cannot guarantee tree survival and does not offer refunds or replacements.



## Trees available to order

Tree name	Height at maturity	Exposure	Salt tolerance	Description
<b>Deciduous trees</b>				
American plum	12' to 20' tall 8' to 15' spread	Full sun to partial shade	Intolerant	Shrub or small tree with moderate growth rate. Provides good habitat and food source for wildlife. Tolerates wet to dry soils.
Bur oak	70' to 80' tall 70' to 80' spread	Full sun	Intolerant	Slow to moderate growth rate. Prefers moderately dry soils. Drought tolerant once established.
Cottonwood (seedless)	40' to 60' tall 20' to 35' spread	Full sun	Tolerant	Seedless variety. Fast growing tree. Prefers moist soil but can tolerate dry soil.
Hackberry	30' to 50' tall 30' to 40' spread	Full sun to partial shade	Moderately tolerant	Hardy tree that does well in almost any type of soil.
River birch	40' to 70' tall 30' to 50' spread	Full sun	Moderately tolerant	Attractive bark. Resistant to bronze birch borer. Tolerant of wet, poorly drained soils.
Serviceberry	10' to 20' tall 10' to 15' spread	Partial sun	Moderately tolerant	Flowering tree/shrub with edible fruit. Also known as Juneberry, Saskatoon berry, or Shadblow.
Sugar maple	40' to 60' tall 30' to 40' spread	Full sun to partial shade	Intolerant	Large tree. The best maple to tap for syrup production.
<b>Conifer trees</b>				
Balsam fir	40' to 60' tall 20' to 25' spread	Full sun	Moderately tolerant	Native to bluffs and Anoka Sand Plain. Slow growing. Requires moist to wet soils.
Black Hills spruce	30' to 50' tall 20' to 40' spread	Full sun	Moderately tolerant	Not native to Minnesota. Cold adapted and resistant to winter injury. Moderately heat and drought tolerant.
Red pine	50' to 70' tall 35' to 55' spread	Full sun to partial shade	Intolerant	Minnesota's state tree. Tolerates moist to dry soils.
White spruce	40' to 60' tall 20' to 40' spread	Full sun to partial shade	Intolerant	Native to bluffs and Anoka Sand Plain. Prefers moist soils.

## Tree planting and care resources

- Resources for planting trees and seedlings from the Minnesota Department of Natural Resources  
[dnr.state.mn.us/treecare/residential\\_plant.html](http://dnr.state.mn.us/treecare/residential_plant.html)
- Guide to choosing the right tree or shrub for the right area from Minnesota Department of Natural Resources  
[dnr.state.mn.us/treecare/righttree-shrub.html](http://dnr.state.mn.us/treecare/righttree-shrub.html)
- Minnesota Tree Planting Handbook  
[morrisonswcd.org/wp-content/uploads/2013/10/MN-Tree-Planting-Handbook.pdf](http://morrisonswcd.org/wp-content/uploads/2013/10/MN-Tree-Planting-Handbook.pdf)

Hennepin County  
Environment and Energy

[hennepin.us/trees](http://hennepin.us/trees)  
[trees@hennepin.us](mailto:trees@hennepin.us)  
612-348-3777

34-412-16-21



## Projects With Updates

### LICA Lakeshore Restoration Inquiries

**New:** Hennepin County staff provided LICA and its members with a webinar on lakeshore restorations during late Fall 2020. Since that time, LICA has compiled a list of landowners interested in pursuing restoration on their lakeshores. Pat Wulff recently provided those names and addresses to County staff. The County is working internally to identify staff and resources to move forward with reviewing those sites and providing those homeowners with next steps.

### Zuhrah Shrine Horse Facility (4505 CR 92, Independence):

**New:** Meeting onsite with NRCS to look at pasture management plan and ranch facilities efficiency improvements. Discussed the impact of restored drainage and the long-term stability of the ranch. Plans are be drafted for potential 2021 implementation.

**Previous:** Drain tile inspections are taking place and repairs will be ongoing as issues are found. Working with the City of Independence Water Resource Specialist to ensure all work exceeds WAC. A scope of work and plan will be developed for the main tile repair that outlets into TRPD to ensure any repair made will allow for future work mitigating nutrients and sediments. Working with Zuhrah staff to address drainage and water quality work with Hennepin County providing technical services. We will be developing a refined scope of work that will utilize NRCS practices to manage water quality improvement to manage agricultural storm water runoff. Please see September 2020 meeting handout shared last month.

### 2772 Becker Road, Independence:

**New:** Concept plan is back from engineer with the request for an onsite visit to look at specific features and crossings.

**Previous:** Survey is complete, and data sent in to engineering for pre-construction plans and estimate. Outreach work will continue into 2021 regarding HR 68 and the waterway. Differential survey was completed of the water course, and preliminary plans are being drafted. HR 65 Page 68 in Lake Sarah and Lake Independence Stormwater Retrofit Analysis. Evaluation gullying and high water in wetland. Multi landowner involvement to visually inspect private ditch running from Becker Road to Lake Independence. Landowners involved had given verbal authorization for inspection once site visit restrictions are lifted. Site visit was completed on May 1, 2020. Significant erosion to the banks of the unnamed stream, sediment collection in HR 65 wetland. Landowner and Hennepin County will be working on a cost-share project for bank stabilization. We will be seeking resource assistance from the city of Independence and PSCWMO. We have had contact with all landowners surrounding HR 65 except home on Providence Curve and the Providence Homeowners Association. First contact letters will be sent out in June if needed. Upstream from 2772 Becker homeowners will be contacted though a letter (addresses 2815-3050 Becker Road) First contact letters will be sent out in June if needed. See photos of unnamed stream and drainage boundary in May Staff Report.

### 2015 Budd Street, Independence:

**New:** Project outline will be drafted for project partnership proposals.

**Previous:** Differential survey was completed, and preliminary plans are being drafted. Project will not start construction until 2021, more analysis of the ravine and storm water need to be completed first.

Cost share installed in 2004 needs to be reevaluated. Landowner reported that water levels and velocity in the past year have caused out-of-bank erosion in rock-armored areas and gulying in grass waterway. Site visit was completed on May 1, 2020. Significant channel erosion has occurred in the grass waterway that was installed in 2004. Volume and debris coming down the gully have caused backups at spillway. Flowage changes course during heavy volume events, flowing overland through a farm field. Severe cutting in the grass waterway has resulted in the flow path changing course and now does not empty into the sediment pond. The water velocity has also washed out the rock crossing. Landowner and Hennepin County will be working on a cost-share project for waterway stabilization. We will be seeking resource assistance from the City of Independence, City of Maple Plain (upstream) and PSCWMO. This gully is a main thoroughfare for the drainage of Maple Plain and Northside Park to Pioneer Creek and Mn DNR Public Water 393W. Landowner has expressed concern about drainage work currently happening at the park and its effect on the longevity of the gully stabilization. See photos of unnamed gully and drainage boundary in May Staff Report.

## **Projects Without Updates**

### **1215 Copeland Road, Independence:**

Previous: Survey is complete, and data sent in to engineering for pre-construction plans and estimate. Outreach work will continue into 2021 for upstream work. NRCS will be partnering with the landowner LO and County to do a BMP analysis for the entire 63-acre parcel.

### **4635 Lake Sara Road, Independence**

Previous: Landowner is garnering bids and staff are working on finalizing a contract. Started pre-construction on rock crossing. This project addresses gully erosion that would have otherwise continued expanding and migrating upstream, thereby delivering additional sediment and nutrients into the wetland north of the property. Mitigating for gully erosion is expected to annually keep 3.1 tons sediment and 1.05 lbs of total phosphorus from entering the wetland. This solution was chosen over the culvert due to its cost-effectiveness, reduced likelihood of clogging (especially considering grade), and long-term sustainability. It is also the most natural solution to address the problem. This project is part of Hennepin County's ongoing restoration work on a currently established habitat conservation easement. This project will benefit the water quality entering Lake Rebecca. Construction was delayed in December and must now be completed in spring.

### **Maple St, Independence (recently purchased, undeveloped property on Lake Independence):**

Previous: Working with NRCS and DNR still ongoing to find solution and better ensure success during permitting. Design will require significant amount of rock riprap to address existing erosion and protect against ice heaving. Significant evidence of sediment erosion (primarily by waves) exists along shore.

### **5375 Pete Drive, Independence:**

Previous: Design and engineering cost estimate approved by landowner. DNR coordination/permitting underway. Construction still anticipated in 2020 or early 2021 as it can occur in winter. Recent evidence of ice heaving and erosion. Preliminary design complete and working with DNR on permitting needs.

Anticipated late summer/early fall installation. Includes both ice damage repair and native plantings on the shoreline.

**2000 Block Independence Road, Independence.**

*Previous:* Started pre-construction on an agriculture drained wetland restoration in partnership with Minnesota Land Trust. Once restoration is complete the .75 acre wetland will filter approximately 9 acres of agriculture grass/hay field. This project is part of a larger land habitat conservation easement that encompasses approximately 45 acres of maple/basswood forest and grassland adjacent to Pioneer Creek at the outlet of Lake Independence.

**Unassigned address, Marsh Land Properties LLC PID 2411824320015:**

*Previous:* Will work with Maple Plain City Staff early 2021. Landowner inquired about Proto Lab parking lot addition storm drainage using stormwater pond on property, who holds the OM and how to get help for erosion. See map erosion areas highlighted in red in May Staff Report.

**Wetlands south of Lake Independence:** survey team is being brought in on a project where the wetlands are connected by a channel that keeps flooding/eroding. Considering basically an engineered swale with pollinator/wetland plants to slow the erosion and benefit wildlife.

**5590 Lake Sarah Height Dr, Independence:** JB Gully, HR67 & HR68 page 69 Lake Sarah and Lake Independence Stormwater Retrofit Analysis. Site visit on May 1, 2020 to look at road wash-out and unnamed stream (JB gully). Identified that field crossing was cleaned at HR 67 and 68 and opened up flow. Due to site constraints of the unnamed stream restoration, will need more analysis. HR67 and HR68 show potential for restoration and flow control structure.

**3045 Lakeshore Ave Medina:** Evaluation for shoreline stabilization.

**8590 Co Rd 6 Independence Windsong Farm Golf Club:**

*Previous:* 1 year inspection passed, see attached photo. Figure 1. 1 year State Cost Share inspection due this month. Grass waterway project completed and signed off. Hennepin County and Windsong worked together using the State Cost Share program to design and build a grass waterway that directly drains to Fox Lake. See attached photos in May Staff Report. PS



## **Proposal for carp management in the Lake Independence System**

December 9, 2020

Prepared For: Three Rivers Park District

Prepared by:

Carp Solutions LLC

[www.carpsolutionsmn.com](http://www.carpsolutionsmn.com)

This work is to be completed in 2021 to address two main objectives:

### **Objective 1: Mark-recapture carp biomass estimate in Ardmore Lake and carp removal using baited box nets**

In order to estimate the carp population and biomass in Lake Ardmore will first conduct two boat electrofishing surveys in the spring of 2021. Captured carp will be marked with a fin clip, implanted with PIT tags and released. The marked and tagged carp will then be used for two purposes - to facilitate mark-recapture population and biomass estimates in Ardmore, and to estimate of the effectiveness of the physical barrier below Ardmore Lake (Objective 2 below).

The second phase of carp population and biomass estimate will occur in the summer (June-September 2021) using baited box nets. Before box netting begins, we will assess if it is feasible (i.e. if carp are attracted to the bait). This would include baiting 1 site with corn and monitoring consumption for 5 days. The bait will be placed, and checked twice after it was placed, for a total of 3 visits during the 5-day period. If there is a significant consumption, we will conduct carp population estimates and removal with box nets. If not, this objective will be abandoned after consultations with the client and summertime boat electrofishing would be used instead to estimate the population (a less accurate method but not affected by carp feeding activity). If consumption of bait is satisfactory, four box nets (two 30' x 60' and two 30 x 30 nets depending on specific site conditions) will be installed in June. After installation, the nets will be baited for 4-5 days. In at least one of the nets, we will place an antenna that can scan the presence of PIT tagged carp at the bait and send the data to a website where it can be remotely monitored. This data will tell us how many carp visit the bait and what is the best time to lift the net. These new systems with remote data monitoring are much more effective than systems we used in the past.

Once the carp are trained to aggregate at the baited sites (based on PIT detections and corn consumption) they will be captured, euthanized and removed. Captured carp will be examined for fin clips and PIT tags to estimate the overall population abundance and biomass and to

determine percentage of population removed. A sample of carp could be kept for ageing/recruitment analyses if desired (extra cost not included in this proposal).

Three rounds of carp capture and removal with baited nets will be conducted. To reduce cost, volunteers could be engaged to bait the carp (items highlighted in yellow in the budget table).

### **Objective 2: Evaluating the effectiveness of the carp barrier between Lake Independence and Lake Ardmore**

To evaluate the effectiveness of the new physical barrier in the stream between Lake Independence and Lake Ardmore, two PIT monitoring systems and antennas will be placed at the barrier, one on each side of the barrier. The two systems will be used, to determine times when carp migrate, direction of the migration, and whether the carp are able to pass the barrier. One of the systems (upstream) will be supplied with power from the resident's house, while the other will be powered using solar panels.

The PIT systems will be in place between April and August 2021 (5 months). The systems will be checked once a month, the data will be downloaded monthly and sent monthly with a brief report to the client.

### **Objective 3. Report**

At the conclusion of Year 1, we will provide a written report with management. The report will be submitted by December 31, 2021.

### **Cost**

The work will be conducted at a not-to-exceed budget of \$32,300. Detailed budget is presented below.

## Timeline

[illegible]



**Budget**

		Hours/units	People	Rate per person/unit	Hourly rate	\$	\$ Totals
2021							
1. Mark recapture and box netting in Ardmore Lake							
	2 days of boat electrofishing/ marking PIT tagging	16	2		200	3200	
	100 PIT tags	100		3		300	
							<b>3500</b>
	Round 1 Box netting						
	Bait for 5 days (2 people, 5 days, 4h per day)	20	2	80	160	3200	
	Net Installation (4 nets)	8	4	80	320	2560	
	Set Nets for carp removal	4	4	80	320	1280	
	Trip nets	3	2	80	160	480	
	Remove fish from nets	8	4	80	320	2560	
	Carp disposal	2	2	80	160	320	
							<b>10,400</b>
	Round 2						
	Bait for 5 days (2 people, 5 days, 4h per day)	20	2	80	160	3200	
	Set Nets	4	4	80	320	1280	
	Trip nets	3	2	80	160	480	
	Remove fish from nets	8	4	80	320	2560	
	Carp disposal	2	2	80	160	320	
							<b>7840</b>
	Round 3 could be added as needed (\$7,840 additional)						<b>0</b>
	Net uninstall and decontamination	8	4	80	320	2560	<b>2560</b>
	Bait					500	<b>500</b>
	<b>Subtotal Obj 1</b>						<b>24800</b>
2. Barrier effectiveness and carp removal at the barrier							
	PIT system build and install x 2					3000	

	Monthly checks, maintenance, rental 5 months (April - August x 500)	5			500	2500	
	<b>Subtotal Obj 2</b>						<b>5500</b>
3. Report and analysis							<b>1000</b>
Coordination, mobilization, travel, equipment wear and tear, miscellaneous							<b>1000</b>
<b>TOTAL</b>							<b>32300</b>

**Signed by:**

Carp Solutions LLC:



Przemek Bajer, Owner.

Three Rivers Park District



Luke Skinner  
Associate Superintendent  
Three Rivers Park District

Date: January 11, 2021

Date: 01/14/2021

## MEMORANDUM

**TO:** Pioneer-Sarah Creek Watershed Management Commission  
**FROM:** Andrew Vistad, Hakanson-Anderson  
**DATE:** February 11, 2021  
**SUBJECT:** Staff Report

1. **2016-05 Proto Labs Parking Lot Expansion, Maple Plain.** The Commission approved this project contingent upon three conditions. One condition remains open - receipt of an Operation and Maintenance agreement on the biofiltration basin per Staff findings dated September 6, 2016. The agreement has been signed but remains to be recorded on the property title.
2. **2017-03 Equestrian Facility (Bel Farms) Independence.** This is a 16.5-acre rural residential parcel located approximately 500 feet north of the intersection of CR6 and Nelson Road. The owner is proposing to construct a new garage/apartment, horse stall barn, indoor arena, outdoor arena, six grass and four sand paddocks for horses. Because this project disturbs greater than 1.0 acre and creates 3.1 acres of additional impervious area, it triggers the Commission's review for Rules D and E. Staff provided grading and erosion control approval contingent upon (1) the applicant assuming the risk and responsibility for any changes to the site plans necessary for final Commission approval and (2) the City of Independence approving a grading permit. In September 2017 the Commission approved the Stormwater Management Plan contingent upon receipt of an approved long-term pond/basin O&M plan between the landowner and City, to be recorded on the land title. No new information has been received.
3. **2017-05 Ostberg Equestrian Facility, Independence.** This is a 40-acre agriculture parcel located just southwest of the intersections of CSAH 6 and Game Farm Road. The owner is proposing to construct a new home, two garages, a horse stall barn, indoor arena, outdoor ring, eight horse paddocks and an access drive off of CSAH 6. The project will disturb 7 acres during construction and create 1.69 acres of new impervious areas. Because this project disturbs more than 1.0 acre and creates 1.7 acres of additional impervious area, it triggers the Commission's review for Rules D and E. There are also two wetlands that have been delineated on this site, so the Commission wetland buffer requirements (Rule I) are triggered. The project was approved by the Commission at their November 2017 meeting contingent upon receipt of an approved long-term pond/basin O&M plan between the landowner and the City, to be recorded on the land title. This information has not yet been received.
4. **2018-010 Chippewa Estates, Loretto.** This is a 1.54-acre parcel located in the far northeast corner of Loretto on Chippewa Road. The project is proposing to subdivide the lot into four single family residential lots and triggers the Commission's review for Rules D and E. At their August 16, 2018 meeting, the Commission approved Staff findings with three conditions regarding the operations and maintenance plan, sequencing, and retrofitting of the pond. The only remaining item necessary for final approval is the Operation and Maintenance agreement on the stormwater system. If the City chooses not to maintain the filter system, the applicant must provide an O&M maintenance plan that is acceptable to the City and the Commission and must be recorded on the title to the property.
5. **2018-017 Crow River Overlook, Greenfield.** This is a 42-acre agriculture parcel located on CR 10 just north of 84th Avenue. Approximately 38 acres are east of CR 10 and 4 acres are located west of CR 10 along the Crow River. The applicant proposes to subdivide the property into an 8 large lot residential development. Lot sizes will range from 2.85 acres up to 10.1 acres. One cul-de-sac street will be constructed for access to the lots, with one street platted for future access to the property east of this project. One additional outlot will remain on the west side of CR 10. This project was reviewed for Rules

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RULE D - STORMWATER MANAGEMENT

RULE E - EROSION AND SEDIMENT CONTROL

RULE F - FLOODPLAIN ALTERATION

*Language in red indicates current updates*

\* indicates enclosure

RULE G - WETLAND ALTERATION

RULE H - BRIDGE AND CULVERT CROSSINGS

RULE I - BUFFERS

D, E, F and I. Staff findings of January 16, 2019 were approved by the Commission at their January 17, 2019 meeting. Approval was contingent upon (1) an Operation and Maintenance agreement with city or HOA, (2) planting and seeding plans for the biofiltration basins and buffer areas that fall into the cropland areas that require seeding and (3) typical emergency overflow details noted on the plans. Items 2 and 3 have been completed; Staff are awaiting the O & M agreement.

**6. 2019-03 John Sega 9255 CR 6, Independence.** This is an existing 78-acre parcel located on CR 6 about one-quarter mile east of the county border. The owner is proposing to construct a new indoor riding arena, parking, drive lanes, future hay barn, shed and hot-walker ring. Because this project disturbs greater than 1.0 acres and creates 1.1 acres of additional impervious area, it triggers the Commission's review for Rules D and E. At their August meeting, the Commission approved this project conditioned on receipt of a long-term O & M plan meeting Commission requirements and recorded on the land title with a copy provided to the Commission.

**7. 2019-05 Green Acres East, Greenfield.** This is a six-lot residential subdivision proposed on 34 acres at Schendel Lake Drive and Pioneer Trail. Initial findings found the site plans did not meet the Commission's requirements. An updated wetland replacement plan was received on August 1 and re-noticed per WCA public notice requirements. An updated site plan was received on August 6. In their findings dated September 13, 2019 Staff recommended approval contingent upon (1) an operations and maintenance plan being developed for the infiltration basins and approved by the City of Greenfield and the Commission. The O & M plans must be recorded on the property titles on lots 4, 5 and 6 (unless an HOA will be responsible, then it will be required in the HOA deed documents) and (2) no wetland impacts can occur until (a) wetland replacement credit purchases from BWSR Bank Accounts 1546 and 1542 have been certified by BWSR or (b) a \$21,500 cash or letter of credit escrow is received by the Commission. This plan was originally approved with conditions by the Commission at the September 19, 2019 meeting.

The developer submitted significant site plan changes in October, removing wetland impacts and reducing the number of lots from six to three plus an outlot. An infiltration basin will still be installed on the outlot to mitigate future impervious surface. Because the plan revision is a reduction of the previously approved plan, Staff administratively approved the project contingent on the original requirement, an O&M agreement for the infiltration basin recorded on the property deed or association documents. No wetland impacts can occur from this project and any future wetland impacts will need to be reviewed by the WCA LGU to be approved.

**8. 2019-08 Adams Pest Control, Medina.** Adam's Pest Control is planning to expand their current Medina facility. This property is located on the north side of State Highway 55, just west of Willow Drive. The entire parcel is 46-acres, but only the southern portion (Lot 1-26.6 acres) is being proposed for development at this time. This site plan consists of two new buildings which includes an office building and a warehouse/maintenance building with parking. This project will disturb 10.9 acres and create 4.6 acres of new impervious areas. The Commission's stormwater management plan requires compliance with Rules D, E, F and I. At their November meeting, the Commission approved this project conditioned on an O&M plan for the basins being recorded on the title and provided to the Commission; construction sequencing details for the filter basins meeting Commission requirements; and wetland buffer planting and maintenance plans being provided for areas not in permanent vegetative cover.

**9. 2020-001 Nike Storage Site, Minnetrista.** Park Place Storage is proposing the redevelopment of two existing lots totaling 12.27 acres. The lots are located in Minnetrista along Nike Road west of County Road 92. The proposed site plan consists of six storage unit buildings with paved parking. Commission's stormwater management plan requires compliance with Rules D and E.

**12. 2020-004 Lake Ardmore Fish Barrier.** Three Rivers Park District is proposing to build a fish barrier between Lake Ardmore and Lake Independence. The fish barrier will consist of aluminum grating mounted in galvanized steel supports. The purpose of the barrier is to prevent mature carp from spawning in Lake Ardmore. To facilitate easy cleaning a concrete slab is proposed upstream from the barrier. Erosion and scour protection is provided with riprap. The Commission's stormwater management plan requires compliance with Rules D and E.

**13. 2020-005 Newstrum House & Barn.** The City of Greenfield requested a site review for a proposed residential lot. The lot consists of a house, horse barn, and horse pastures. The lot is located just north of Lake Sarah along Dance Hall Creek. Provided plans do not indicate that enough impervious area will be created to require stormwater management. The site contains 2 wetlands 1 of which will require the buffer strip to be vegetated. The Commission's stormwater management plan requires compliance with Rules E and I.

**14. 2020-006 Gaalswyk Acres, Greenfield.** Gaalswyk Acres is a 4 lot 43.4 acre residential development located in the City of Greenfield along Greenfield Road, south of Town Hall Drive. The residential development is providing filtration swales located in the ditches of the private driveways. The filtration swales are acting as rate control and also water quality management. Due to the location of the swales, there are some concerns to their long-term functionality so an O&M plan is required. Approval is recommended contingent on receiving an O&M that is recorded on the title and provided to the commission. This project was reviewed for Rules D, E, and I.

**15. \*2020-007 CSAH 92 Safety Improvements.** The intersection of CSAH 92 & TH 12 currently present safety issues for motorists. Hennepin county has produced a design that will realign CSAH92 and construct an overpass and roundabout to directly connect the norther and southern portions of the roadway. The construction will result in the creation of a new stream crossing of the Unnamed creek that connects Lake Robina with Pioneer Creek, which result in floodplain impacts. This project was reviewed for Rules D, E, F, H, and I.

Gully Stabilization Meet with Joe and Paul on site on October 19th at a gully that leads into Lake Sarah. The gully is currently dry due to low rainfall in the fall. It was requested to examine the project and determine if a project is possible and the potential scope of the project. Based off of previous projects completed it is estimated that stabilization with rock would cost approximately \$100 per linear foot. The included map indicates that there is roughly 400 linear feet of bank that would benefit from stabilization and armoring.