



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

December 8, 2022

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, December 15, 2022, at 6:00 p.m. This will be an **in-person** meeting held at Maple Plain City Hall, 5050 Independence Street, Maple Plain, MN.

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

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

Regards,

Amy A. Juntunen, Administrator
AAJ:tim

cc: Alternates
Paul Stewart, Kris Guentzel, HCEE
Brian Vlach, TRPD
Joel Jamnik, Attorney

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

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REGULAR MEETING AGENDA

November 17, 2022 • 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. November meeting minutes.*
 - b. December Claims/Treasurer's Report.*
4. Open forum.
5. Action Items.
 - a. Minor Plan Amendment - Set Public Meeting.*
 - 1) Rules Revision
 - 2) CIP
 - b. Lake Rebecca Alum Feasibility CIP Application.*
 - c. Lake Rebecca Channel Restoration CIP Application.*
 - d. Lake Independence TMDL Funding Increase.*
6. Education.
 - a. Adopt-A-Drain 2022 Annual Report (preliminary)*
7. New Business.
8. Watershed Management Plan.
9. Grant Updates.
10. Staff Reports.
 - a. Engineer's Report.
 - b. HCEE Report.*
 - c. TRPD Report.
11. Commissioner Reports.
12. Other Business.
 - a. Reminder to Cities to Submit Appointments for New Commissioners.
 - b. Bi-annual Solicitation of Interest Proposals.
13. Adjournment. (Next scheduled meeting: January 19, 2023). Z:\Pioneer-SarahCreek\Meetings\Meetings 2022\12 agenda.docx

REGULAR MEETING

Minutes

November 17, 2022

1. CALL TO ORDER. A regular meeting of the Pioneer-Sarah Creek Watershed Management Commission was called to order by Chair Joe Baker at 6:01 p.m., Thursday, November 17, 2022, at Maple Plain City Hall, 5050 Independence Street, Maple Plain, MN.

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

Also present: Steve Bohl, BohLand Development for Project 2022-12 Bridgevine.

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

3. CONSENT AGENDA. Motion by Tschumperlin, second by Cahill to approve the Consent Agenda as presented.

a. **October Regular Meeting Minutes.***

b. **November Treasurer's Report/Monthly Claims *** totaling \$11,904.75.

4. OPEN FORUM.

5. ACTION ITEMS.

a. **2022-010 Pioneer Highlands, Medina.*** This is a four-lot residential development on 67 acres. The site is predominantly row crops with some vegetation located in wetlands. The north portion of the site drains to South Fork Rush Creek in the Elm Creek watershed. The larger southern portion drains to Lake Spurzem. Most runoff goes to a closed basin and will not leave the property. Stormwater is proposed to be treated by providing additional wetland buffer and a small stormwater basin. This project was reviewed for Stormwater Management (Rule D), Erosion Control (Rule E), and Buffer Strips (Rule I). Staff recommends approval with no contingencies

Motion by Wulff, second by Daniels to approve project 2022-010 as presented. *Motion carried unanimously.*

b. **2022-012 Bridgevine, Independence.*** Bridgevine Subdivision is a 28-lot 47.5-acre residential development. Vistad met with the developer on site to review the ravine and identified targeted BMPs to reduce erosion in the gully, mainly armoring and riprap. Some trees in danger of falling into the gully due to current erosion could be removed to allow better vegetation growth. Targeted cross vanes can slow water and stepped down grade changes will also help to slow velocity. Locations of proposed vanes is based on accessibility. Just before the gully discharges into Lake Independence a natural settling pool has

been created from sediment buildup that could be excavated to make it larger. The developer has addressed stormwater concerns with the addition of two raingardens on site. This development will result in significantly reduced runoff rates as well as a 1.9 lb/yr reduction in TP, not including improvements to the gully. Lot 8 will include a walking bridge over the ravine to prevent future disturbance within the ravine and no buildings will be allowed north of the ravine. The gully stabilization will likely take place next spring. Staff recommends approval contingent on the recording of declaration, agreement and granting of easements regarding stormwater facilities and maintenance.

Motion by Wulff, second by Daniels to approve project 2022-12 with the contingency noted above. *Motion carried unanimously.*

c. Olsen Manure Bunker CIP Application and Funding Request.* This is a CIP application submitted by Hennepin County for this property on Pioneer Trail in Medina. The property houses 28 horses and currently has an open manure pile. The property drains to Lake Peter, which is impaired for nutrients. The application is for a 30' x 80' cement pad and four ft walls to allow manure storage for up to four months and to contain any runoff. The estimated cost for this manure bunker includes a 20% contingency due to the increasing costs of concrete. The total estimated cost is \$69,319 with the County and landowner each funding 10% / \$6,931.90, the Commission funding 25% / \$17,329.72 through CIP cost-share funds, and the Commission funding the balance 55% / \$38,125.45 through WBIF funding. The project expects to capture approximately 14 lbs. of TP per year, understanding that not all 14 lbs. would make it to Lake Peter. The cost per pound reduction on a 10-year lifespan is \$495, making it a high priority. This would be a project for spring/summer 2023. In the 2021 WBIF funding, \$35,000 was allocated to Spurzem chain BMPs, the remainder could be taken from funds designated for Lake Independence. An O&M plan would be required for the project to ensure the bunker is used properly.

The structure north of the barn does not have a slab and is not usable for manure storage. The current city ordinance would require a bunker but this property is grandfathered prior to the enactment of the ordinance. The Pioneer-Sarah Creek Commission does not have a set cost-share policy for BMPs on private property so the County is proposing a 10% landowner contribution based on drainage to a priority water body and limited opportunities in the area to reduce contribution to the Spurzem chain. If approved, a 10-year agreement with the landowner will be required and the County will perform inspections on site to ensure the project is working as intended. If the landowner does not follow the prescribed procedures it could result in a required payback to the Commission.

Motion by Wulff, second by Daniels to approve the Olsen Manure Bunker CIP as presented. *Motion carried unanimously.*

6. OLD BUSINESS.

a. Engineer's Estimate for GS68. The cost estimate based on 150 LF of gully stabilization is \$32,000-\$38,000 in construction cost. A secondary project excavating the island of sediment from the pond at the outfall has a very soft estimate of \$4,000/SF. If the sediment requires hazardous waste disposal, the disposal cost will increase from \$20/CY to \$100/CY, greatly impacting the cost of the project. That will not be known until the sediment is tested. The pond excavation cannot proceed without a wetland delineation

and WCA approval, which cannot take place until next spring. Until WCA approval is granted, it is not advised to perform sediment testing.

This project would qualify for 2021 WBIF funding. There is approximately \$60,000 in remaining WBIF funding for the North Fork Crow portion of the Pioneer-Sarah-Creek Watershed after the Dance Hall Creek SWA update. 2021 WBIF funds must be used by December 31, 2023.

Staff will continue to pursue this project for potential completion in winter 2022-2023.

7. NEW BUSINESS.

8. WATERSHED MANAGEMENT PLAN.

9. EDUCATION.

10. GRANT UPDATES.

11. COMMUNICATIONS.

12. STAFF REPORTS.

a. Engineer's Report.* Two project reviews were recently received but not in time for this meeting. The next TAC meeting is scheduled for November 29 at 10:00 a.m. via Zoom.

b. HCEE Report. The County hired a new employee for Paul Stewart's position. The new employee will start on December 5.

c. TRPD Report. Vlach will have a funding increase request at the December meeting for the Lake Independence TMDL Update due to needing to outsource the watershed modeling.

Vlach submitted a Hennepin County Environmental Stewardship grant application for the Whaletail alum treatment project in 2023. The grants were due November 15, 2022. The maximum grant amount is \$25,000. Guentzel noted that the County Opportunity grant may be available for the project next summer and the maximum Opportunity grant amount is \$100,000. It could be used for the second treatment. However, the Commission could not apply for both grants for the same project. The Commission is supportive of withdrawing the Environmental Stewardship grant to pursue an Opportunity grant instead. Guentzel suggested that the application not be withdrawn until it is known whether or not the application becomes a finalist.

13. COMMISSIONER REPORTS.

a. Workcuff announced that Greenfield has two new Councilmembers since the incumbents chose not to run.

b. Tschumperlin will not be Minnetrista's representative to the Commission for 2023. He did note that an updated Commissioner Handbook would be helpful to new Commissioners.

c. Wulff noted that there was no turnover of the Council or Mayor in Medina. The channel dredging projects approved at the October meeting were dredged much deeper than anticipated, making

the project more expensive to the landowners. The third channel excavation will occur this winter.

d. **Baker** stated that the DNR was not interested in updating the Lake Sarah weir measurements. The Lake Sarah Improvement Association thanks the Commission for its ongoing support of the AIS management work.

e. **Cahill** will not be serving on the Commission in 2023. Two new Councilmembers were elected to the Maple Plain Council.

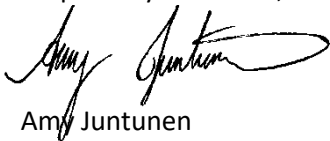
f. **Daniels** won her election and will return as a Commissioner for 2023.

14. OTHER BUSINESS.

The **next regular meeting** is scheduled for December 15, 2022 at Maple Plain City Hall.

15. ADJOURNMENT. There being no further business, the meeting was adjourned at 7:51 p.m.

Respectfully submitted,



Amy Juntunen
Administrator
AAJ:tim

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**Pioneer-Sarah Creek Watershed
Cash Disbursements Journal
For the Period From Dec 1, 2022 to Dec 31, 2022**

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
12/15/22		50100	General Engineering	2,310.00	
		50100	Project Reviews	6,018.13	
		10100	Hakanson Anderson Associates, Inc.		8,328.13
12/15/22		63010	Meeting Attendance & Staff Report	5,817.87	
		10100	Hennepin County Treasurer		5,817.87
12/15/22		66002	White Wetland Restoration ('21 WBIF)	13,723.31	
			McCombs Gully Stabilization (Baker Park		
		64003	Ravine)	16,987.00	
		64002	McCombs Gully Stabilization (CIP fund)	8,449.07	
		66002	McCombs Gully Stabilization ('21 WBIF)	8,449.07	
		10100	Hennepin County Treasurer		47,608.45
12/15/22		51100	Administration	1,085.46	
		51100	Meeting related	740.31	
		51100	Bookkeeping	289.42	
		51400	Website	87.50	
		51120	Project Review Support	117.83	
		51100	TAC and Convene	305.40	
		10100	Judie Anderson's Secretarial Service		2,625.92
12/15/22		56110	CAMP 2022	760.00	
		10100	Metropolitan Council		760.00
12/15/22		56100	Lake Monitoring 2022	10,500.00	
		56400	Stream Monitoring 2022	12,200.00	
		10100	Three Rivers Park District		22,700.00
Total				87,840.37	87,840.37

INVOICE SUMMARY FROM HAKANSON ANDERSON

PIONEER SARAH WATERSHED MANAGEMENT COMMISSION

INVOICES FOR OCTOBER 2022

Project ID & Description	Invoice Number	Invoice Date	Amount
PSC212 2022-10 PIONEER HIGHLANDS	49586	11/15/22	630.00
PSC213 2019-08 ADAMS PEST CONTROL	49587	11/15/22	787.50
PSC214 2022-12 BRIDGEVINE SUBDIVISION	49588	11/15/22	2,946.88
PSC215 2022-17 KETTERING CREEK	49589	11/15/22	761.25
PSC216 2022-18 WINDSONG GOLF CLUB EXPANSION	49590	11/15/22	892.50
PSC901-2022 GENERAL ENGINEERING FOR PIONEER SARAH WMC 2022	49591	11/15/22	2,310.00
			8,328.13



3601 Thurston Avenue
Suite 101
Anoka, MN 55303

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

Invoice number 49586
Date 11/15/2022

Project **PSC212 2022-10 PIONEER HIGHLANDS**

Professional Services Provided Through 10/31/2022

MUNICIPAL REVIEW

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad <i>REVIEW RESUBMITTED INFORMATION</i>	09/06/2022	1.00	105.00	105.00
Andrew Vistad <i>DEVELOPMENT REVIEW NO 2</i>	10/06/2022	2.00	105.00	210.00
Andrew Vistad <i>DEVELOPMENT REVIEW NO 2</i>	10/07/2022	1.00	105.00	105.00
Andrew Vistad <i>PERMANENT STORMWATER CONVERSATION</i>	10/17/2022	2.00	105.00	210.00

PROFESSIONAL FEES SUBTOTAL 630.00

MUNICIPAL REVIEW SUBTOTAL 630.00

AMOUNT DUE THIS INVOICE 630.00

Invoice Summary		Current Billed	Prior Billed	Total Billed
	Total	630.00	1,575.00	2,205.00



3601 Thurston Avenue
Suite 101
Anoka, MN 55303

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

Invoice number 49587
Date 11/15/2022

Project **PSC213 2019-08 ADAMS PEST
CONTROL**

Professional Services Provided Through 10/31/2022

MUNICIPAL REVIEW

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad <i>DEVELOPMENT REVIEW NO 5</i>	09/27/2022	2.00	105.00	210.00
Andrew Vistad <i>DEVELOPMENT REVIEW NO 5</i>	09/28/2022	4.50	105.00	472.50
Andrew Vistad <i>DEVELOPMENT REVIEW NO 5</i>	10/06/2022	1.00	105.00	105.00
PROFESSIONAL FEES SUBTOTAL				787.50
MUNICIPAL REVIEW SUBTOTAL				787.50
AMOUNT DUE THIS INVOICE				787.50

Invoice Summary		Current Billed	Prior Billed	Total Billed
	Total	787.50	1,627.50	2,415.00



3601 Thurston Avenue
Suite 101
Anoka, MN 55303

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

Invoice number 49588
Date 11/15/2022

Project **PSC214 2022-12 BRIDGEVINE
SUBDIVISION**

Professional Services Provided Through 10/31/2022

MUNICIPAL REVIEW

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad <i>DEVELOPMENT REVIEW NO 1</i>	09/07/2022	3.00	105.00	315.00
Andrew Vistad <i>DEVELOPMENT REVIEW NO 1</i>	09/08/2022	5.75	105.00	603.75
Andrew Vistad <i>DEVELOPMENT REVIEW NO 1</i>	09/09/2022	5.00	105.00	525.00
Andrew Vistad <i>DEVELOPMENT REVIEW COMMUNICATION</i>	09/15/2022	0.50	105.00	52.50
Andrew Vistad <i>EMAIL WATERSHED RULES REGARDING CONSTRUCTION WITHOUT PERMIT</i>	09/29/2022	2.00	105.00	210.00
Andrew Vistad <i>DEVELOPMENT REVIEW NO 2</i>	10/06/2022	2.00	105.00	210.00
Andrew Vistad <i>DEVELOPMENT REVIEW NO 1 GRADING PERMIT REVIEW NO 1</i>	10/07/2022	3.00	105.00	315.00
Andrew Vistad <i>SITE VISIT GULLEY CONDITION</i>	10/20/2022	2.25	105.00	236.25
Andrew Vistad <i>SITE MEETING WITH DEVELOPER & ENGINEER</i>	10/21/2022	3.75	105.00	393.75
PROFESSIONAL FEES SUBTOTAL				2,861.25

Reimbursables

	Date	Units	Rate	Billed Amount
MILEAGE	10/20/2022	73.00	0.625	45.63
MILEAGE	10/21/2022	64.00	0.625	40.00
MILEAGE SUBTOTAL				85.63
REIMBURSABLES SUBTOTAL				85.63
MUNICIPAL REVIEW SUBTOTAL				2,946.88
AMOUNT DUE THIS INVOICE				2,946.88

Invoice Summary		Current Billed	Prior Billed	Total Billed
Total		2,946.88	315.00	3,261.88



3601 Thurston Avenue
Suite 101
Anoka, MN 55303

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

Invoice number 49589
Date 11/15/2022

Project **PSC215 2022-17 KETTERING CREEK**

Professional Services Provided Through 10/31/2022

MUNICIPAL REVIEW

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad DEVELOPMENT REVIEW NO 1	10/04/2022	1.50	105.00	157.50
Andrew Vistad DEVELOPMENT REVIEW NO 1	10/06/2022	2.00	105.00	210.00
Andrew Vistad DEVELOPMENT REVIEW NO 1	10/07/2022	3.75	105.00	393.75
PROFESSIONAL FEES SUBTOTAL				761.25
MUNICIPAL REVIEW SUBTOTAL				761.25
AMOUNT DUE THIS INVOICE				761.25

Invoice Summary		Current Billed	Prior Billed	Total Billed
	Total	761.25	0.00	761.25



3601 Thurston Avenue
Suite 101
Anoka, MN 55303

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

Invoice number 49590
Date 11/15/2022

Project **PSC216 2022-18 WINDSONG GOLF
CLUB EXPANSION**

Professional Services Provided Through 10/31/2022

MUNICIPAL REVIEW

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad <i>DEVELOPMENT REVIEW NO 1</i>	09/30/2022	5.50	105.00	577.50
Andrew Vistad <i>WINDSONG COMMENT MEETING</i>	10/31/2022	3.00	105.00	315.00

PROFESSIONAL FEES SUBTOTAL **892.50**

MUNICIPAL REVIEW SUBTOTAL **892.50**

AMOUNT DUE THIS INVOICE **892.50**

Invoice Summary		Current Billed	Prior Billed	Total Billed
	Total	892.50	0.00	892.50



3601 Thurston Avenue
Suite 101
Anoka, MN 55303

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

Invoice number 49591
Date 11/15/2022

Project **PSC901-2022 GENERAL ENGINEERING
FOR PIONEER SARAH WMC 2022**

Professional Services Provided Through 10/31/2022

GENERAL ENGINEERING

Professional Fees

	Date	Hours	Rate	Billed Amount
Andrew Vistad <i>2022-13 PROMISE HILL RESIDENCE REVIEW 2022-15 SCHEFFERS RESIDENCE REVIEW</i>	09/06/2022	4.50	105.00	472.50
Andrew Vistad <i>2022-14 HIDDEN LAKE CHANNEL EXCAVATION REVIEW</i>	09/07/2022	3.00	105.00	315.00
Andrew Vistad <i>2022-016 WEST LINDGREN CHANNEL EXCAVATION REVIEW</i>	09/08/2022	2.00	105.00	210.00
Andrew Vistad <i>2022-016 WEST LINDGREN CHANNEL EXCAVATION REVIEW</i>	09/09/2022	1.00	105.00	105.00
Andrew Vistad <i>MONTHLY MEETING</i>	09/15/2022	2.75	105.00	288.75
Andrew Vistad <i>MINOR PERMIT REVIEW 4 PERMITS</i>	09/16/2022	1.00	105.00	105.00
Andrew Vistad <i>PREPERMITTING QUESTIONS</i>	09/19/2022	2.50	105.00	262.50
Andrew Vistad <i>MONTHLY MEETING</i>	10/20/2022	3.00	105.00	315.00
Andrew Vistad <i>TAC MEETING</i>	10/31/2022	2.00	105.00	210.00
PROFESSIONAL FEES SUBTOTAL				2,283.75

Reimbursables

	Date	Units	Rate	Billed Amount
MILEAGE	09/15/2022	42.00	0.625	26.25
REIMBURSABLES SUBTOTAL				26.25
GENERAL ENGINEERING SUBTOTAL				2,310.00
AMOUNT DUE THIS INVOICE				2,310.00

Invoice Summary		Current Billed	Prior Billed	Total Billed
Total		2,310.00	6,740.51	9,050.51



3235 Fernbrook Lane
Plymouth MN 55447

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

December 9, 2022

General Administration				Total Project Area	
Administrative		65.00	0.000		
Administrative	3.55	70.00	248.500		
Administrative - virtual		75.00	0.000		
Office Support	10.00	70.00	700.000		
Public storage	1.00	101.08	101.080		
Data Processing/File Mgmt	0.50	70.00	35.000		
Archiving		60.00	0.000		
Reimbursable Expense	0.88	1.00	0.880	1,085.460	Administration
Meeting packets, attendance, Minutes and Meeting follow-up					
Administrative		65.00	0.000		
Administrative	5.28	70.00	369.600		
Admin - offsite	3.33	75.00	249.750		
Reimbursable Expense	120.96	1.00	120.960	740.310	Meeting-related activities
Bookkeeping					
Bookkeeping		65.00	0.000		
Bookkeeping, budget, audit requests	2.66	70.00	186.200		
Treasurer's Reports	1.25	70.00	87.500		
Audit Prep		65.00	0.000		
Audit Prep		70.00	0.000		Bookkeeping/TRs
Reimbursable Expense	15.72	1.00	15.720	289.420	Bookkeeping/TRs
Website					
Weebly hosting - 1 year		1.00	0.000		
Pages, links, uploads		70.00	0.000		
Administrative	1.25	70.00	87.500	87.500	Website
Project Reviews					
Administrative		65.00	0.000		
Administrative	1.50	70.00	105.000		
File Management/Archiving		65.00	0.000		
Reimbursable Expense	12.83	1.00	12.830	117.830	Project Reviews
TAC and Convene Meetings					
Secretarial		65.00	0.000		
Administrative	2.67	70.00	186.900		
Offsite - Virtual	1.58	75.00	118.500		
Reimbursable Expense		1.00	0.000	305.400	TAC and Convene
2022 inv					
			2,625.920	2,625.920	



Remit To:
Three Rivers Park District
Revenue Department
3000 Xenium Lane North
Plymouth, MN 55441
763-559-6715

INVOICE

INVOICE #: 2200000330
INVOICE DATE: 12/06/2022
CUSTOMER # 00010
AMOUNT DUE: 12,200.00

AMOUNT PAID: \$ _____

PIONEER-SARAH CREEK
WATERSHED MANAGEMENT COMMISSION
AMY JUNTUNEN
3235 FERNBROOK LANE
PLYMOUTH, MN 55447

-PAYMENT IS DUE UPON RECEIPT-

Please detach this payment stub at the dotted line and remit it with your payment. Make checks payable to Three Rivers Park District and write your invoice number on your check.

DATE	DESCRIPTION	AMOUNT
12/06/2022	STREAM MONITORING	12,200.00

Notes:

2022 STREAM MONITORING SERVICES (4 SITES)

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT BRIAN VLACH, SENIOR WATER RESOURCES MANAGER, AT 763.694.7846 OR AT BRIAN.VLACH@THREERIVERSPARKS.ORG.

THANK YOU

INVOICE #: 2200000330
CUSTOMER # 00010

Total Invoice: 12,200.00
Credits Applied: 0.00
Payments Applied: 0.00
Invoice Balance: 12,200.00

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

-Three Rivers Park District-



Remit To:
Three Rivers Park District
Revenue Department

3000 Xenium Lane North
Plymouth, MN 55441
763-559-6715

INVOICE

INVOICE #: 2200000329
INVOICE DATE: 12/06/2022
CUSTOMER # 00010
AMOUNT DUE: 10,500.00

AMOUNT PAID: \$ _____

PIONEER-SARAH CREEK
WATERSHED MANAGEMENT COMMISSION
AMY JUNTUNEN
3235 FERNBROOK LANE
PLYMOUTH, MN 55447

-PAYMENT IS DUE UPON RECEIPT-

Please detach this payment stub at the dotted line and remit it with your payment. Make checks payable to Three Rivers Park District and write your invoice number on your check.

DATE	DESCRIPTION	AMOUNT
12/06/2022	LAKE MONITORING	10,500.00

Notes:

2022 LAKE MONITORING SERVICES (5 LAKES)

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE CONTACT BRIAN VLACH, SENIOR WATER RESOURCES MANAGER, AT 763.694.7846 OR AT BRIAN.VLACH@THREERIVERSPARKS.ORG.

THANK YOU

INVOICE #: 2200000329
CUSTOMER # 00010

Total Invoice: 10,500.00
Credits Applied: 0.00
Payments Applied: 0.00
Invoice Balance: 10,500.00

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

-Three Rivers Park District-

**INVOICE****Invoice No:**
Invoice Date:
Page:0001149927
12/8/22
1 of 1**Please Remit To:**Metropolitan Council
Environmental Services
PO Box 856513
Minneapolis MN 55485-6513
United States**Customer Number:**

7195

Payment Terms:

Due 30 dys

Due Date:

1/7/23

Bill To:PIONEER-SARAH WATERSHED MGMT COMMISSION
AMY JUNTUNEN
3235 FERNBROOK LN
Plymouth MN 55447
United States**AMOUNT DUE:****\$ 760.00 USD**

Amount RemittedFor account questions: metcar@metc.state.mn.us

Line	Identifier	Description	Quantity	UOM	Unit Amt	Original
						Net Amount
1	CAMP	Citizen-Assist-Monitor-Prj	1.00	EA	760.00	760.00

Subtotal:

760.00

Contract: 22R020K

Quantity of lake sites: 1 at \$760 each.
2022 Citizen-Assisted Monitoring ProgramFor questions about this bill, please contact Brian Johnson at 651-602-8743 or Brian.Johnson@metc.state.mn.us.

ANY UNPAID BALANCE OVER 30 DAYS FROM DATE OF INVOICE WILL BE SUBJECT TO A FINANCE CHARGE AT THE RATE OF 1.5% PER MONTH (18% PER YEAR)

Amount Due:**\$ 760.00**



Hennepin County

Public Works

Department of Environment and Energy

701 Fourth Avenue South, Suite 700
Minneapolis, Minnesota 55415-1842

612-348-3777, Phone
612-348-8532, Fax
hennepin.us/environment

Bill To:

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

Invoice

Date

11/9/22

Contract A2211208

Total Amount Due

2022 Invoice 2 (July 1, 2022 to September 30, 2022)

Task 1: Meeting Attendance & Staff Report

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

\$5,817.87

- a. Lake Independence
Hours: 144
Value: \$9,189.08
- b. Lake Rebecca
Hours: 2
Value: \$140.76
- c. Dance Hall Creek
Hours: 20
Value: \$1,362.26
- d. Spurzem Creek
Hours: 9
Value: \$574.47
- e-g. Other ongoing projects
Hours: 44
Value: \$2,808.52

TOTAL HOURS: 219

TOTAL VALUE: \$14,075.09

- 50% TOTAL: \$7,037.55

AMOUNT DUE: \$5,817.87

Task 2 NTE: 10,000

Amount Remaining: \$0

Task 3: Lake Independence Subwatershed Project Implementation	\$33,885.14
<ul style="list-style-type: none"> • McCombs Gully Stabilization: <ul style="list-style-type: none"> ○ Baker Park CWF: \$16,978.62 ○ South Fork Crow WBIF: \$6,317.41 ○ PSC CIP: \$10,589.11 ○ Hennepin + LO: \$8,471.28 	\$13,723.31
<ul style="list-style-type: none"> • White Wetland Restoration: <ul style="list-style-type: none"> ○ Baker Park CWF: \$4,774.26 ○ South Fork Crow WBIF: \$4,881.30 ○ PSC CIP: \$4,067.75 ○ Hennepin + LO: \$2,547.69 	
• Task 3 NTE: \$156,372	
• Amount Remaining: \$108,763.55	
<i>(To be invoiced upon completion of the projects)</i>	
Task 4: Other Project Implementation	
• Task 4 NTE: N/A	
• Amount Remaining: N/A	
Task 5: Subwatershed Assessment Projects	
• Task 5 NTE: \$73,367	
• Amount Remaining: \$51,250	
AMOUNT DUE	
	\$53,426.32

Make check payable to: Hennepin County Treasurer

Invoice (please include as reference on payments): 1000193932

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

Direct questions to: Karen Galles 612-235-0712



Memo

To: Pioneer-Sarah Creek WMC Commissioners

From: Amy Juntunen
Andrew Vistad

Date: December 8, 2022

Subject: 2022 Rules and Standards Minor Plan Amendment

**Recommended
TAC Action**

Staff recommends that the Commission authorize proceeding with the attached Minor Plan Amendment and set the date for the required public meeting as the January 19, 2023, regular meeting.

The Rules and Standards established in the Fourth Generation Watershed Management Plan is proposed for a Minor Plan Amendment (MPA). The Technical Advisory Committee (TAC) has previously discussed the proposed revisions at length over several meetings, and has recommended the attached revisions for your consideration.

The proposed Amendment would revise Appendix C of the Plan - Rules and Standards - to make the rules consistent with the most recent Minnesota General Stormwater Permit.

If you choose to go forward with the Minor Plan Amendment, we recommend you **set January 19, 2023** as the public meeting at which it would be discussed. At that January meeting, the Commission would discuss and act on the proposed revisions. If approved, the revised Rules could go into effect March 1, 2023, or some other date, if you prefer.

Attached is the proposed Notice of Minor Plan Amendment. The Commission must send a copy of the proposed minor plan amendment to the member cities, Hennepin County, the Met Council, and the state review agencies for review and comment, and must hold a public meeting (not a hearing) to explain the amendment. This meeting must be public noticed twice, at least seven and 14 days prior to the meeting.

Notice of Minor Plan Amendment
Pioneer-Sarah Creek Watershed Management Commission

The Pioneer-Sarah Creek Watershed Management Commission proposes to amend its *Fourth Generation Watershed Management Plan* to adopt revisions to Appendix C of that document – Rules and Standards – to conform the Rules to the most recent Minnesota General Stormwater Permit.

The proposed minor plan revision is shown as additions (underlined) or deletions (~~strike outs~~).

The Pioneer-Sarah Creek WMC Fourth Generation Plan Appendix C Rules and Standards is hereby revised as follows:

1. Rule A is hereby revised to add:

Common Plan of Development or Sale. a contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined to include design, plan review application, permit application, advertisement, or physical demarcation that land-disturbing activities may occur.

Fully-reconstructed impervious surface. Areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and other pavement rehabilitation projects that do not expose the underlying soils beneath the structure, pavement, or activity are not considered fully-reconstructed. Maintenance activities such as catch basin repair/replacement, utility repair/replacement, pipe repair/replacement, lighting, and pedestrian ramp improvements are not considered fully-reconstructed.

Linear project. Linear projects are projects with construction of new or fully-reconstructed roads, trails, sidewalks, or rail lines that are not part of a common plan of development or sale.

Low Opening. The low opening is the lowest elevation of an enclosed area, such as a basement, that allows surface water to into the enclosed area. Examples of low openings include, but are not limited to, doors and windows. Foundation wall cracks, drainage seepage through drain tile, and sewer backup elevations are not considered low openings.

2. Rule D.2.a is hereby revised as follows:

~~Plans of any land development or site development that disturbs more than 1 acre of land.~~

For projects (excluding linear projects) that disturb one (1) or more acres of land or for a common plan of development or sale that will ultimately disturb one (1) or more acres.

3. Rule D.2.b is hereby revised as follows:

~~Linear projects that create one acre or more of new impervious surface must meet all Commission requirements for the net new impervious surface.~~

Linear projects that create one acre or more of new or fully-reconstructed impervious surfaces must meet all Commission requirements for 1.1-inches of runoff from the new impervious surface or 0.55-inches from the combination of new and fully-reconstructed impervious surfaces, whichever is greater. When this volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made. Volume reduction practices must be considered first. Volume reduction practices are not required if the practices cannot be provided cost-effectively. If additional right-of-way, easements, or other permission cannot be obtained, owners of construction activity must maximize the treatment of the water quality volume.

4. Rule D.3.c is hereby revised as follows:

~~Stormwater runoff volume must be infiltrated/abstracted onsite in the amount equivalent to one point one inch (1.1") of runoff generated from new impervious surface.~~

For construction activity (excluding linear projects), the infiltration/abstraction volume is equal to one point one (1.1) inches times the sum of the new or fully-reconstructed impervious surfaces.

For linear projects, the infiltration/abstraction volume must be calculated as the larger of one point one (1.1) inches times the new impervious surface or zero point five five (0.55) inches times the sum of the new and fully-reconstructed impervious surface. When this volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater runoff must be made. Volume reduction practices must be considered first. Volume reduction practices are not required if the practices cannot be provided cost-effectively. If additional right-of-way, easements, or other permission cannot be obtained, owners of construction activity must maximize the treatment of the water quality volume prior to discharge.



Memo

To: Pioneer-Sarah Creek WMC Commissioners

From: Amy Juntunen
Andrew Vistad

Date: December 8, 2022

Subject: 2022 CIP Minor Plan Amendment

**Recommended TAC
Action**

Staff recommends that the Commission authorize proceeding with the attached Minor Plan Amendment and set the date for the required public meeting as the January 19, 2023, regular meeting.

The Pioneer-Sarah Creek Fourth Generation Watershed Management Plan and Capital Improvement Programs (CIP) is proposed for a Minor Plan Amendment (MPA). The Technical Advisory Committee (TAC) reviewed proposed revisions at its November 29, 2022, meeting.

As recommended by the TAC, the Plan would be revised to add five new projects to the Capital Improvement Program (CIP):

- GS68 Wetland Scrape – Total cost \$41,250 to reduce sediment and nutrient loading to Lake Sarah. Cost to Commission and 2023 WBIF grant.
- Olson Manure Bunker – Total cost \$69,319 to be split between Landowner, County, Commission and 2021 WBIF grant. This falls under Spurzem Area BMPs to reduce the nutrient load to Lake Peter and the Spurzem chain.
- Lake Rebecca Alum Feasibility Study – Total cost \$20,000 to ensure Lake Rebecca continues to meet state water quality standards. Costs will be split between Commission, TRPD and 2023 WBIF grant.
- Lake Rebecca Channel Restoration – Total cost \$228,600 to stabilize the channel to reduce sediment and nutrient loading to Lake Rebecca and restore the channel grade to convey water downstream to Lake Rebecca while providing flood relief to upstream property owners. Cost to Commission, TRPD and 2023 WBIF grant.
- Lake Rebecca SWA Implementation – Total cost \$100,000 to implement BMPs identified in the Lake Rebecca SWA.

Additional changes to the CIP included in this amendment include:

- Change HR68 and Gully Stabilization to Gully Stabilization (GS)68 and reduce the cost from \$75,000 to \$48,500.



Memo

- Increase total cost for Whaletail Alum Treatment from \$300,646 to \$505,000.

If the Commission chooses to go forward with the Minor Plan Amendment, we recommend **setting January 19, 2023** as the public meeting at which it would be discussed. At that January 19 meeting, the Commission would discuss the proposed 2023 CIP.

Attached is the proposed Notice of Minor Plan Amendment. The Commission must send a copy of the proposed minor plan amendment to the member cities, Hennepin County, the Met Council, and the state review agencies for review and comment, and must hold a public meeting (not a hearing) to explain the amendment. This meeting must be public noticed twice, at least seven and 14 days prior to the meeting.

**Notice of Minor Plan Amendment
Pioneer-Sarah Creek Watershed Management Commission**

The Pioneer-Sarah Creek Watershed Management Commission proposes to amend its *Fourth Generation Watershed Management Plan* to revise Appendix F to add four projects, split one project line into three separate projects, and update the cost of the Whaletail Alum Treatment project.

The proposed minor plan revision is shown as additions (underlined) or deletions (~~strike outs~~).

Appendix F.1. Pioneer-Sarah Creek WMC Fourth Generation Plan Capital Improvement Program is hereby revised to add the following:

<u>Description</u>	<u>Location</u>	<u>Priority</u>	<u>Project Cost</u>	<u>Partners</u>	<u>Funding Source(s)</u>	<u>Commission/WBIF Share</u>		
						<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Olson Manure Bunker</u>	<u>Medina</u>	<u>H</u>	<u>69,319</u>	<u>Commission, County, Owner</u>	<u>CIP, WBIF, County, Owner</u>	<u>\$17,330</u>		
<u>GS 68 Wetland Scraping</u>	<u>Independence</u>	<u>M</u>	<u>41,250</u>	<u>Commission, County</u>	<u>CIP, WBIF</u>		<u>\$41,250</u>	
<u>Lake Rebecca Alum Feasibility Study</u>	<u>Independence, Greenfield</u>	<u>H</u>	<u>51,280</u>	<u>Commission, TRPD</u>	<u>Commission, TRPD, WBIF</u>	<u>\$30,000</u>		
<u>Lake Rebecca SWA Implementation</u>	<u>Independence, Greenfield</u>	<u>H</u>	<u>100,000</u>	<u>Commission, TRPD, County</u>				<u>\$25,000</u>
<u>Lake Rebecca Channel Stabilization</u>	<u>Independence, Greenfield</u>	<u>H</u>	<u>200,000</u>	<u>Commission, TRPD</u>	<u>Commission, TRPD, WBIF</u>		<u>\$145,098</u>	

EXHIBIT A

Pioneer-Sarah Creek Watershed Management Commission
Capital Improvement Project Submittal

*(This submittal will be rated on its completeness and adherence to the goals of the Commission.
A second page may be used to provide complete responses.)*

City	Independence & Greenfield	
Contact Name	Brian Vlach	
Telephone	763-694-7846	
Email	Brian.Vlach@threeiversparks.org	
Address	12615 Rockford Road, Plymouth, MN 55441	
Project Name	Lake Rebecca Alum Feasibility Study	
	1. Is project in Member's CIP? () yes (x) no	Proposed CIP Year = 2023/2024
	2. Has a feasibility study or an engineering report (circle one) been done for this project? (X) yes () no	
		Amount
	Total Estimated Project Cost	\$51,280
	Estimated Commission Share (up to 25%, not to exceed \$250,000)	\$3,000
	Other Funding Sources (Grant dollars)	\$27,000
	Other Partners – TRPD	\$21,280
	4. What is the purpose of the project? What water resource(s) will be impacted by the project? The purpose of the project is to conduct an alum feasibility study for Lake Rebecca (MnDNR #27-0192-00) that would support a maintenance alum treatment to address internal loading from sediment phosphorus release.	
	5. What is the anticipated improvement that would result from the project? (Include size of area treated and projected nutrient reduction.) The feasibility study will determine an alum dosage necessary to sequester 90% of the phosphorus in the lake sediments. An alum dosage will be estimated to reduce internal loading by approximately 90% for a period of 20-years.	
	6. How does the project contribute to achieving the goals and programs of the Commission? Lake Rebecca is the only lake in the Pioneer-Sarah Creek Watershed that has been successfully removed from the MPCA impaired water's list. An alum treatment was conducted on Lake Rebecca in the fall of 2010 and spring of 2011. Hypolimnetic phosphorus concentrations have been increasing the past several years, which suggests that the lake will eventually need a maintenance alum treatment to keep the lake from being put back on the impaired water's list. Lake Rebecca was identified in the Pioneer-Sarah Creek WRAPS study in 2017 as a lake that should be protected, and a future alum treatment has been identified as a capital improvement project in the 4 th Generation Watershed Management Plan. The feasibility study will be conducted as part of a holistic management approach to ensure that Lake Rebecca continues to meet water quality standards. A Lake Rebecca subwatershed assessment is currently being conducted to identify significant sources of nutrient loading to the lake. It will become critical to implement BMPs to reduce and minimize any significant sources of watershed nutrient loading to the lake before a future maintenance alum treatment. After watershed BMP's have been implemented, an alum treatment will be necessary to ensure that the lake will continue to meet water quality standards.	
0/10	7. Does the project result from a regulatory mandate? (X) yes () no How? The lake has been removed from the 303(d) impaired water's list of the Clean Water Act. It is imperative to protect the water quality of this lake to avoid being placed back on the impaired Water's list.	
0/10/20	8. Does the project address one or more TMDL requirements? (X) yes () no Which? The lake has been identified as a protection lake in the Pioneer-Sarah Creek Watershed TMDL/WRAPS study approved in 2017.	
0/10/20	9. Does the project have an educational component? (X) yes () no Describe. Lake Rebecca located in Lake Rebecca Park Reserve has become the primary natural resources amenity within the park. There are several outdoor education and naturalists programs that are offered in the park every year where this project could be showcased for its water quality and flood relief benefits.	
0/10	10. Do all the LGUs responsible for sharing in the cost of the project agree to go forward with this project? (X) yes () no Identify the LGUs. City of Independence & Greenfield	
10/20	11. Is the project in all the LGUs' CIPs? () yes (X) no Not at this point	
1-34	(For TAC use) 12. Does project improve water quality? (0-10) 13. Prevent or correct erosion? (0-10)	15. Promote groundwater recharge? (0-3) 16. Protect and enhance fish and wildlife habitat? (0-3)

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	14. Prevent flooding? (0-5)	17. Improve or create water recreation facilities? (0-3)
TOTAL (poss 114)		

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EXHIBIT A

Pioneer-Sarah Creek Watershed Management Commission

Capital Improvement Project Submittal

(This submittal will be rated on its completeness and adherence to the goals of the Commission.

A second page may be used to provide complete responses.)

City	Independence & Greenfield	
Contact Name	Brian Vlach	
Telephone	763-694-7846	
Email	Brian.Vlach@threeiversparks.org	
Address	12615 Rockford Road, Plymouth, MN 55441	
Project Name	Lake Rebecca Channel Restoration	
	1. Is project in Member's CIP? () yes (x) no	Proposed CIP Year = 2023
	2. Has a feasibility study or an engineering report (circle one) been done for this project? (X) yes () no	
		Amount
	Total Estimated Project Cost	\$228,600
	Estimated Commission Share (up to 25%, not to exceed \$250,000)	\$50,000
	Other Funding Sources (Grant dollars)	\$150,000
	Other Partners – TRPD	\$28,600
	4. What is the purpose of the project? What water resource(s) will be impacted by the project? The purpose of the project is to restore the channel grade to convey water downstream to Lake Rebecca (MnDNR #27-0192-00) while providing flood relief to property owners located upstream. The project will also stabilize the channel to reduce sediment deposition and nutrient loading to Lake Rebecca.	
	5. What is the anticipated improvement that would result from the project? (Include size of area treated and projected nutrient reduction.) The culvert inlet that is supposed to convey the drainage of water from the Zuhrah Shrine Horsemen property through the Lake Rebecca Park Reserve channel is partially plugged due to the accumulation of sediment and debris. The project will replace the culvert structure while excavating accumulated sediment to restore the grade of 900 linear feet of channel to improve the conveyance of water downstream to Lake Rebecca while providing flood relief to property owners located upstream. The project will also stabilize the channel to reduce bank erosion while providing water quality benefits through a series of check dams installed throughout portions of the stream. Currently, a feasibility study is being conducted to determine the anticipated nutrient load reduction, develop design plans, and engineer's probable cost estimate for the project.	
	6. How does the project contribute to achieving the goals and programs of the Commission? Lake Rebecca is the only lake in the Pioneer-Sarah Creek Watershed that has been successfully removed from the MPCA impaired water's list. An alum treatment was conducted on Lake Rebecca in the fall of 2010 and spring of 2011. Hypolimnetic phosphorus concentrations have been increasing the past several years, which suggests that the lake will eventually need a maintenance alum treatment to keep the lake from being put back on the impaired water's list. Lake Rebecca was identified in the Pioneer-Sarah Creek WRAPS study in 2017 as a lake that should be protected, and a future alum treatment has been identified as a capital improvement project in the 4 th Generation Watershed Management Plan. It will become critical to implement BMPs to reduce and minimize any significant sources of watershed nutrient loading to the lake before a future maintenance alum treatment. A Lake Rebecca subwatershed assessment is currently being conducted to identify significant sources of nutrient loading to the lake. This project has already been identified in the subwatershed assessment as a significant source of nutrient loading to Lake Rebecca. This project will need to be completed prior to conducting a maintenance alum treatment on the lake to improve overall alum longevity and effectiveness.	
0/10	7. Does the project result from a regulatory mandate? (X) yes () no How? The lake has been removed from the 303(d) impaired water's list of the Clean Water Act. It is imperative to protect the water quality of this lake to avoid being placed back on the impaired Water's list.	
0/10/20	8. Does the project address one or more TMDL requirements? (X) yes () no Which? The lake has been identified as a protection lake in the Pioneer-Sarah Creek Watershed TMDL/WRAPS study approved in 2017.	
0/10/20	9. Does the project have an educational component? (X) yes () no Describe. Lake Rebecca located in Lake Rebecca Park Reserve has become the primary natural resources amenity within the park. There are several outdoor education and naturalists programs that are offered in the park every year where this project could be showcased for its water quality and flood relief benefits.	
0/10	10. Do all the LGUs responsible for sharing in the cost of the project agree to go forward with this project?	

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	(X) yes () no Identify the LGUs. City of Independence & Greenfield	
10/20	11. Is the project in all the LGUs' CIPs? () yes (X) no Not at this point	
1-34	<i>(For TAC use)</i> 12. Does project improve water quality? (0-10) 13. Prevent or correct erosion? (0-10) 14. Prevent flooding? (0-5)	15. Promote groundwater recharge? (0-3) 16. Protect and enhance fish and wildlife habitat? (0-3) 17. Improve or create water recreation facilities? (0-3)
TOTAL (poss 114)		

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Stantec Consulting Services Inc.
7500 Olson Memorial Highway
Suite 300
Golden Valley MN 55427-4886

December 8, 2022

Reference: Lake Independence SWAT Modeling Scope and Fee

Brian Vlach

Senior Water Resources Manager

Three Rivers Park District

Brian.Vlach@ThreeRiversParks.org

P: 763-694-7846

Dear Mr. Vlach,

Stantec is pleased to support the TMDL Review of Lake Independence using the Soil & Water Assessment Tool (SWAT), SWAT2012 rev. 681, for the Three Rivers Park District (TRPD). Stantec's role in the project will primarily be to conduct modeling to evaluate existing sediment and phosphorus loads to Lake Independence and evaluate loads for the Lake Independence TMDL 5-Year update. The following describes Stantec's tasks and estimated fees to support TRPD with the Lake Independence SWAT Modeling.

SCOPE OF WORK

Task 1. Data Review and Formatting

- This task includes budget for gathering and [re-]formatting TRPD's existing data into a format amenable to SWAT:
 - Stantec will utilize TRPD's existing datasets where possible. These include model inputs such as subwatershed boundaries and model calibration datasets such as observed streamflow.
 - Stantec will collect and format additional requisite model inputs. These include the SSURGO soils dataset, the 2019 National Land Cover Database (NLCD) Land Cover dataset, a digital elevation model (DEM), and DayMet daily precipitation and temperature data for the modeling period.
- **Deliverables:**
 - A description and geodatabase of the data will be included in the Task 4 deliverables.
- **Assumptions:**
 - This proposal assumes that no additional data will need to be collected to complete the analysis.
 - TRPD will provide monthly sediment and phosphorus loads for calibration.
 - There will be no further customization of model input datasets such as soils and land cover/land use.

Reference: Lake Independence SWAT Modeling

Task 2. Model Setup

- Under this task, Stantec will develop a watershed model using SWAT, with the formatted data from Task 1. The SWAT model will simulate hydrological processes in the Lake Independence watershed to estimate current sediment and phosphorus loads to Lake Independence.
- Sediment and phosphorus loads will be simulated for the fourteen subwatersheds provided by TRPD in the shapefile “DNRsplit_IndLakes.shp” that was previously created for a prior GWLF model.
- Livestock will be simulated in the model using the following method:
 - TRPD will determine the total count of livestock in the Lake Independence watershed via windshield surveys.
 - Stantec will estimate manure phosphorus content for each type of livestock based on a literature review.
 - Stantec will apply the estimated manure phosphorus content to the livestock counts provided by TRPD.
 - The total estimated manure phosphorus load will be divided evenly across agricultural land uses in the SWAT model as an annual rate of elemental phosphorus.
 - TRPD will provide Stantec with direction on manure application timing (i.e., spring vs. fall application).
- **Deliverables:**
 - Modeling files and raw output.
 - Modeling methods and results will be documented in the summary technical memo as part of Task 4.
- **Assumptions:**
 - Observed annual sediment and phosphorus loads will be provided by TRPD.
 - TRPD will lead any additional data/info gathering efforts, as needed, to complete the analysis.
 - TRPD will provide livestock counts, by species, to Stantec.
 - TRPD will provide direction on the timing of manure application.

Task 3. Model Calibration and Analyses

- The SWAT model will simulate sediment loads, phosphorus loads, and water volume entering Lake Independence on daily, monthly, and annual time-steps. Stantec will summarize the loads at each subwatershed pour point and the average daily, average monthly, and average annual loads/water volume for each subbasin, broken out by land use.
- The model will be calibrated at three subwatershed outlets:
 - Site ID B5
 - Site ID BRIE
 - Site ID Koch
- The model will initially be calibrated to monthly streamflow for the period of record for observed streamflow. There will be no model performance requirements for monthly streamflow.
- The model will be calibrated to 30% bias, monthly sediment and phosphorus loads at each site.
- **Deliverables:**
 - Calibration results, outputs, and models will be summarized and provided as a deliverable in Task 4.
- **Assumptions:**

Reference: Lake Independence SWAT Modeling

- Conditions at the three calibration sites are representative of conditions across the entire watershed.
- Observed annual sediment and phosphorus loads will be provided by TRPD.
- A validation step will be included pending the initial review of monthly sediment and phosphorus loads. If Stantec determines there is adequate data coverage a portion of the sediment and phosphorus load data will be reserved for validation.
- Nitrogen will not be simulated.
- Observed streamflow, sediment, and phosphorus results are accurate and acceptable for model calibration.

Task 4. Summary Technical Memo and Review Meetings

- Stantec will summarize methods and results from Tasks 2 and 3 in a technical memo. The memo will summarize the model inputs, calibrated parameters, and calibration statistics.
- **Deliverables:**
 - Draft memo to TRPD (Expected by April 14, 2023)
 - Final memo to TRPD (Expected by April 31, 2023)
 - Finalized SWAT Modeling inputs and results from Tasks 2 and 3
 - All geoprocessing inputs/outputs from Tasks 2 and 3
 - Preparation of notes and meeting materials for project check-in meetings.
- **Assumptions:**
 - Stantec will review TRPD's comments to the draft memo and incorporate comments through one round of edits.
 - Stantec will use this task to attend two meetings:
 - One check-in meeting during the duration of the analysis
 - One meeting to review the Draft Memo and discuss comments from TRPD Staff for incorporation into the final draft of the summary technical memo.

SCHEDULE AND ESTIMATED FEES

Stantec will begin work on this project within three business days of an executed contract. This scope of work assumes that Stantec will begin work on the project on December 19, 2022. The estimated duration of the project is five months and Stantec intends to complete the Draft Technical Memo by April 28, 2023.

Stantec has prepared estimated fees to conduct the work described here on a fixed fee basis for a total of \$45,468. A breakdown of the estimated labor fees and expenses by task are shown in Table 1 below.

Table 1. Estimated Fees.

Task Description	Labor Fees
Task 1. Data Review and Formatting	\$6,840
Task 2. Model Set-up	\$15,360
Task 3. Model Calibration and Results	\$15,060

Reference: Lake Independence SWAT Modeling

Task 4. Summary Technical Memo and Review Meetings	\$8,208
Total	\$45,468

Thank you for the opportunity to continue supporting Three Rivers Park District. Please let us know if you have any questions about this proposed scope of work.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Erik Megow PE (MN)
Associate, Water Resources Engineer
Phone: 763-252-6857
Erik.Megow@stantec.com



Tom Beneke
Senior Environmental Scientist
Phone: 763-252-6826
Tom.Beneke@stantec.com

Reference: Lake Independence SWAT Modeling

By signing this proposal, Three Rivers Park District authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on _____, 2022.

Per: Three Rivers Park District

Three Rivers Park District

Print Name & Title

Signature

Attachment:

- c. Professional Services Terms and Conditions



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

ADOPT
A STORM
DRAIN



2022 ANNUAL REPORT

Pioneer-Sarah Creek



We're Making a Difference!

1

participants
2022

1

drains adopted
2022

4

participants
TOTAL

4

drains adopted
TOTAL

Drain Cleaning & Collection Data

2 Pioneer-Sarah Creek participants reported cleanings, which represents 50% of all participants in the watershed.

Pioneer-Sarah Creek participants collected 16.1 lbs of debris from their adopted storm drains in 2022.

Debris Type	Amount (lbs)
Brown leaves	12.1
Grass and green leaves	0
Sediment and dirt	3.9
Trash	0.1
Salt	0



Month	New participants	Drains adopted	Debris collected (lbs)	Time spent (hrs)
January				
February				
March			0.8	0.03
April			0.8	0.07
May			2.0	0.07
June				
July			0.2	0.05
August	1	1	0.2	0.03
September				
October			12.0	0.33
November				
December				
TOTALS	1	1	16.1	0.58



GEOGRAPHIC BREAKDOWN

2022 Annual Report
Pioneer-Sarah Creek

City and Subwatershed

Drains adopted: Cumulative
total

Debris collected: 2022 data
only

City	Drains adopted	Debris collected (lbs)	Time spent (hours)
Loretto	2	16.1	0.6
Medina	1		
Maple Plain	1		

Subwatershed	Drains adopted	Debris collected (lbs)	Time spent (hours)
Pioneer Creek	4	16.1	0.6

Minnesota Data

1,539

participants
2022

3,035

drains adopted
2022

10,361

participants
TOTAL

19,269

drains adopted
TOTAL

3,192 Minnesota participants reported cleanings this year, which represents 30.8% of all participants in the state.

Minnesota participants collected 118,186.1 lbs of debris from their adopted storm drains in 2022.

Debris Type	Amount (lbs)
Brown leaves	73,596.6
Grass/green leaves	4,846.4
Sediment/dirt	36,862.7
Trash	3,470.1
Salt	390.9

Month	New participants	Drains adopted	Debris collected (lbs)	Time spent (hrs)
January	24	32	7,524.1	246.4
February	35	274	6,602.8	267.8
March	146	308	5,264.0	202.9
April	159	347	12,437.4	244.0
May	123	307	10,452.6	214.1
June	96	203	7,927.4	210.1
July	97	190	5,362.5	145.8
August	319	474	4,981.4	132.7
September	333	510	5,012.7	131.7
October	142	241	15,112.1	345.8
November	65	149	37,509.2	890.1
December				
TOTALS	1,539	3,035	118,186.1	3,031.4

HENNEPIN COUNTY

MINNESOTA

DATE: December 8, 2022

TO: Pioneer-Sarah Creek Watershed Management Commission

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

RE: December Commission Project, Program, Outreach, and Grant Updates

County Q3 Invoice

County staff submitted a 3rd quarter (Q3) invoice for time and costs incurred from July 1 – September 30 of this year. Costs billed in that invoice are outlined below. ‘Tasks’ refer to tasks as outlined in our Watershed Services Agreement with the Commission.

- 1) Task 2: \$5,817.87, which represents less than 50% of the value incurred, up to the not-to-exceed (NTE) amount for this task. As the NTE has been reached, no additional costs will be billed in Q4.
- 2) Task 3: Commission share for the McComb Gully Stabilization and White Wetland Restoration projects. These include a combination of the amounts from Commission CIP as well as both excess Baker Park Clean Water Funds and Watershed Based Implementation Funds (WBIF) from the Board of Water and Soil Resources (BWSR).
 - a. *Please note:* the cost breakdown from each fund, as listed in the invoice, is subject to change. During the October 20 Commission meeting, the Commission directed staff to choose which fund was most appropriate but allocated the full amount for payment to the County.

Staff still need to submit the final progress report for the Baker Park Clean Water Fund and understand no final payment can be provided to the County until funds are provided to the Commission by BWSR.

Subwatershed Assessments

Spurzem Creek Subwatershed Assessment

Update: Comments were provided by several city staff. Comments were generally minor and/or editorial but did provide helpful feedback for BMP placement and efficacy. These still need to be incorporated into a final draft, which will be provided to stakeholders to post to their websites (or use as they see fit).



Lake Rebecca Subwatershed Assessment

Update: The County's consultant has substantially completed the hydrologic and hydraulic (H&H) modeling and BMP report. The H&H model was recently provided to TRPD to assist in their engineering of the outlet channel into the lake. Staff are anticipating a draft version of the BMP assessment in the next month. The contract includes a third phase to support survey and design of projects to get work closer to shovel-ready, which is expected to be completed this fall and early winter.

Projects & Outreach

Lake Independence/Remaining Baker Park Ravine CWF Funds

a. 2772 Becker Road, Independence

Update: Project close-out fully complete. BWSR reporting only remaining administrative task.

b. 2000 Block Independence Road, Independence

Update: Project close-out fully complete. BWSR reporting only remaining administrative task.

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

Update: Zuhrah is working with NRCS to potentially improve their grazing operations and nutrient management. Drainage repair engineering and design was included in the Lake Rebecca Subwatershed Assessment Phase 3 work and is expected to occur this fall and early winter. They are now looking for contractors to complete that work and don't anticipate install until spring 2023.

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

Update: Commission approved financially supporting the project at the November meeting. The landowner is still gathering quotes from contractors. Project install not expected until late spring 2023.