

August 8, 2019

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

Dear Representatives:

A regular meeting of the Pioneer-Sarah Creek Watershed Management Commission will be held Thursday, August 15, 2019, at 6:00 p.m., at the Discovery Center, 5050 Independence Street, Maple Plain, MN.

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

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

Regards,

Judie A. Anderson Administrator

JAA:tim

cc: Alternates
Jim Kujawa, Kirsten Barta, HCEE

Joel Jamnik, Attorney Brian Vlach, TRPD City Clerks
Met Council
official newspapers

MPCA BWSR DNR

Ed Matthiesen, Diane Spector, Wenck Assocs

Z:\Pioneer-SarahCreek\Meetings\Meetings 2019\08 notice.doc



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

REGULAR MEETING AGENDA

August 15, 2019 • 6:00 pm

Maple Plain City Hall @ The Discovery Center
5050 Independence Street, Maple Plain

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. June meeting minutes.*
 - b. Monthly Claims/Treasurers Report.*
- 4. Open forum.
- 5. Action Items.
 - a. Project Reviews.* (also see Staff Report*)
 - 1) 2019-03 John Sega, Independence.*
 - 2) 2019-06 Crow River Bank Stabilization, Independence.*
 - b. Resolution 2019-01.*
 - c. Baker Park Ravine Project bids.*
 - d. 2019 CAMP Agreement.*
 - e. BWSR Request for Stakeholder Meeting re Management Plan.*
- 6. Old Business.
 - a. Technical Services going forward –Subcommittee report verbal.
- 7. New Business. (also see Staff Report*)
- 8. Watershed Management Plan.
- 9. Education.
- 10. Grant Opportunities.
 - a. Watershed-Based funding Ardmore Grant.*
 - b. Hennepin County Opportunity Grants.*
- 11. Communications.
- 12. Commissioner Reports.
- 13. Other Business.
- 14. Adjournment. (Next scheduled meeting: September 19, 2019).



REGULAR MEETING MINUTES
June 20, 2019

1. CALL TO ORDER. A regular meeting of the Pioneer-Sarah Creek Watershed Management Commission was called to order at 6:00 p.m., Thursday, June 20, 2019, by Secretary Brenda Daniels at Maple Plain City Hall, 5050 Independence Street, Maple Plain, MN.

Present:

Mike Hoekstra, Greenfield; Brad Spencer, Independence; Brenda Daniels, Loretto; Julie Maas-Kusske, Maple Plain; Pat Wulff, Medina; John Tschumperlin, Minnetrista; James Kujawa and Karen Galles, Hennepin County Environment and Energy (HCEE); Brian Vlach, Three Rivers Park District (TRPD); and Amy Juntunen, JASS.

- **2. AGENDA**. Motion by Spencer, second by Wulff to approve the agenda as presented. *Motion carried unanimously*.
- **3. CONSENT AGENDA.** Motion by Hoekstra, second by Tschumperlin to approve the Consent Agenda:
 - a. April Regular Meeting Minutes.*
 - b. June Monthly Claims/Treasurer's Report.* Claims total \$1623.15.

Motion carried unanimously.

- 4. OPEN FORUM.
- 5. ACTION ITEMS.
- **a. 2018 Financial Audit.*** Motion by Tschumperlin, second by Spencer to approve the 2018 audit as presented. *Motion carried unanimously.*
- **b. Liability Insurance Waiver**. Motion by Spencer, second by Maas-Kusske to not waive monetary limits on municipal tort liability. *Motion carried unanimously*.
- OLD BUSINESS.

Project Review 2019-01 Ox Yoke Circle, Minnetrista.* This project was administratively approved by Staff.

- 7. NEW BUSINESS.
- a. **Project Review 2019-02W Horton Exemption, Greenfield.*** This project involved damaged drain tile. An exemption was issued and noticed per WCA rules. Staff also provided general guidelines for pond excavation to the land owner. No action necessary.
- **b. Project Review 2019-03 John Sega Horse Facility, Independence.*** This project is the expansion of an existing facility. Staff is waiting for a complete application to begin review.
- c. Project Review 2019-04W Whisper Creek Trail Wetland, Greenfield.* Staff received a complaint of wetland fill along Whisper Creek. A Cease and Desist order has been issued by MnDNR. Staff is working with the property owner on the restoration and will issue a final restoration order per WCA rules when completed.
- **d. Project Review 2019-05 Green Acres East, Greenfield.*** A complete plan for this 36-acre property was received last week. Staff will review and bring before the Commission at the July meeting.
- e. Ardmore Carp Barrier Feasibility Study.* TRPD has been working with the Commission and the City of Medina to complete a carp study. It's been determined that the carp population and biomass is at a level to

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

^{*}Included in meeting packet.



Minutes June 20, 2019 Page 2

create water quality impacts in Lake Ardmore and is borderline to create impacts in Lake Independence. One step is to install a carp barrier in the channel between Ardmore and Independence to keep carp from migrating between the two lakes. One proposed barrier is an open rock riffle that will allow water to flow at a higher velocity and lower depth to make it harder for fish to move upstream. A second option is a grate installed in a culvert that would allow game fish movement, but keep the large, mature carp from moving through the system. This barrier could also be open most of the year, but closed during carp migration and spawning times. Additional options include a permanent structure or electric fish barrier. City staff is interested in the first two options but concerned that debris could impact water flow quickly. The rock riffle is likely to require the least maintenance and not be blocked by debris. Staff will continue to work with the city to incorporate the barrier into the Ardmore CIP project.

- f. 2019 Hennepin County Cooperative Agreement.* This agreement covers the same services as in past years and is in the amount of \$42,488.80 for technical services and \$750 for education and monitoring. Beginning in 2020, the County will no longer provide the technical services for project reviews and WCA administration due to Kujawa's impending retirement. The County will move into more of an SWCD role with the Commission and has hired a new Rural Conservationist to assist with outreach and project implementation within the watershed. An outside consultant will be hired to complete the plan review services and the member cities will be responsible for acting as the WCA LGU as of January 1, 2020. Motion by Spencer, second by Wulff to approve the 2019 Cooperative Agreement. *Motion carried unanimously*.
- 8. WATERSHED MANAGEMENT PLAN.
- 9. EDUCATION.
- 10. GRANT OPPORTUNITIES.
- a. Ardmore Project Funding Update.* The original work plan included three projects. After completion of the feasibility study, it was determined that the pond cleanout/expansion would not have much impact on water quality. The work plan will be adjusted to replace the pond project with installation of a fish barrier to keep the costs approximately equal, with the project cost decreasing from \$74,000 to \$70,000. The grant contribution remains the same at \$58,317 with Medina and the Commission splitting the difference.
- **b. Baker Park Ravine Project.** The bid package is being assembled with the goal of advertising for bids in July and awarding a contract at the August meeting. Construction will begin about October 20, once the campground is closed for the season. Wenck will be involved in the bid review process to ensure bidders meet project specifications.
- 11. COMMUNICATIONS.

12. COMMISSIONER REPORTS.

- **a. Tchumperlin** informed the Commission that Minnetrista has increased its pavement specifications from 3.5" to 4.5" for all new roadway pavement to save money on maintenance and extend the life of the pavement. The City will also be using a new membrane product that seals the asphalt to the concrete gutters to reduce erosion and damage at those areas.
- **b. Hoekstra** commented that Greenfield has a lot of swampy area, so mill and overlay has a top lifespan of 15 years.
- **c. Spencer** commented that they are re-spraying the eastern bay of Lake Independence for curly-leaf pond weed after receiving some abnormal sampling results. TRPD noted issues with other treatments, possibly due to late season snowfall causing a second germination.

An old drain tile system at the corner of County Roads 90 and 11 has been compromised so the County has been getting a lot of questions re standing water in that area. Neither the City nor County have any records re drain tile in this area. The standing water has impeded the completion of a WCA enforcement action on a County Road 11 property.



Minutes June 20, 2019 Page 3

d. Wullf noted the Ardmore Capital Improvement project will now focus on shoreline restoration/erosion control and the channel riffle to limit carp movement. Two adult zebra mussels were found last night on plants harvested by two rakes running on Lake Independence. Invasive yellow irises and some hybrid milfoil were also identified. The last survey found more coontail than curlyleaf pondweed. The lake level was at 0.41" above the no wake limit this morning. The lake level is decreasing at an average of 0.02" per day and the bog does not seem to be impeding the drainage flow.

Due to the high water levels some of the logs anchored to the shoreline for the large TRPD project have pulled free. The shoreline will be reassessed once water levels drop and may need more armoring as this 10-year flooding event has caused considerable damage.

e. Daniels. Met Council has approved the sewer line to Loretto.

13. OTHER BUSINESS.

- **a.** Galles noted that the County recently **mailed postcards to landowners** to inquire about conservation needs or interests. There have been 15-20 responses received to date.
 - **b.** The **next regular meeting** is scheduled for July 18, 2019.
- **14. ADJOURNMENT.** There being no further business, motion by Daniels, second by Hoekstra to adjourn. *Motion carried unanimously.* The meeting was adjourned at 7:04. p.m.

Respectfully submitted,

Amy A. Juntunen, Recording Secretary

AAJ:tim

Z:\Pioneer-SarahCreek\Meetings\Meetings 2019\6 Minutes.docx

Pioneer-Sarah Creek Watershed Income Statement Compared with Budget For the Six Months Ending June 30, 2019

	Current Month	Year to Date	Year to Date	Year to Date
	Actual	Actual	Budget	Variance
Revenues				
Member Dues	\$ 0.00 \$	100,000.00 \$	100,000.00	0.00
Project Review Fees	2,450.00	4,050.00	2,000.00	2,050.00
CIP Income	0.00	28,000.00	28,000.00	0.00
Grant-FY19 WS-Based Funding	0.00	29,159.00	0.00	29,159.00
WCA Adm Fees	0.00	150.00	249.98	(99.98)
Interest and Dividend Income	 1,075.43	6,582.59	785.00	5,797.59
Total Revenues	 3,525.43	167,941.59	131,034.98	36,906.61
Cost of Sales				
Total Cost of Sales	 0.00	0.00	0.00	0.00
Gross Profit	3,525.43	167,941.59	131,034.98	36,906.61
Expenses				
Engineering/Consulting	0.00	5,261.56	6,047.50	785.94
Administrative Expense	1,463.79	14,558.61	18,000.00	3,441.39
Adm-Project Reviews	101.32	415.84	375.00	(40.84)
Adm-CIP Mgmt	0.00	158.49	1,500.00	1,341.51
WCA - Admin/Legal Expenses	32.84	32.84	150.00	117.16
Adm - Tech Support	0.00	0.00	275.00	275.00
Legal Expense	0.00	46.50	249.98	203.48
Audit Expense	0.00	0.00	4,500.00	4,500.00
Insurance	0.00	257.00	0.00	(257.00)
Website	25.20	262.35	900.00	637.65
Adm - General Programs	0.00	0.00	249.98	249.98
TAC Meetings	0.00	0.00	2,000.00	2,000.00
Education	0.00	556.00	2,250.00	1,694.00
Education-Events	0.00	0.00	500.00	500.00
Grant Writing	0.00	0.00	500.00	500.00
Plan Amendment	0.00	0.00	1,000.00	1,000.00
Capital Improvement Project	0.00	0.00	14,000.00	14,000.00
CIP Baker Ravine	0.00	636.20	0.00	(636.20)
Total Expenses	1,623.15	22,185.39	52,497.46	30,312.07
Net Income	\$ 1,902.28 \$	145,756.20 \$	78,537.52	67,218.68

ASSETS

Current Assets Cash-4M Fund	\$ 624,177.40		
Accounts Receivable	 43,791.77	•	
Total Current Assets			667,969.17
Property and Equipment		•	
Total Property and Equipment			0.00
Other Assets			
Total Other Assets			0.00
Total Assets		\$	667,969.17
LIABILITIES AND CAPITAL			
Current Liabilities			
Total Current Liabilities			0.00
Long-Term Liabilities			
Total Long-Term Liabilities			0.00
Total Liabilities			0.00
Capital Next Generation Plan Fund Retained Surplus CIP Fund Grant Fund-Baker Ravine Net Income	\$ 25,000.00 236,129.70 95,505.51 165,577.76 145,756.20		
Total Capital			667,969.17
Total Liabilities & Capital		\$	667,969.17

Pioneer-Sarah Creek Watershed Cash Disbursements Journal

For the Period From Jul 1, 2019 to Jul 31, 2019

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

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
7/16/19	1537	51300	Property/Casualty 6/1/19-6/1/20	2,618.00	
		10100	League of MN Cities Insurance Trust		2,618.00
7/16/19	1538	64003	Baker Ravine Stabilization	2,293.70	
		10100	Wenck Associates, Inc.		2,293.70
7/16/19	1539	51100	Administration	854.33	
		51100	Meeting-related	833.95	
		51100	Bookkeeping/Audit	343.89	
		51400	Website	40.20	
		51120	Project Reviews	41.95	
		51130	WCA/Wetland	49.94	
		10100	Judie Anderson's Secretarial Service		2,164.26
	Total			7,075.96	7,075.96

7/16/2019 at 3:28 PM Page: 1



CONNECTING & INNOVATING SINCE 1913

Invoice

Page 1 of 3

Member Name and Address Ploneer-Sarah Creek Watershed Management Commission 3235 Fernbrook Lane N. Plymouth, MN 55447-5325

Invoice Date 06/17/2019

Agent

Arthur J Gallagher Risk Management Services Inc 3600 American Blvd W Ste 500 Bloomington, MN 55431-4502

(952)358-7500

Account Number:

40000782

Account Type

Property/Casualty Coverage Premium

Current Balance: Minimum Due: Due Date:

2,618.00 \$ 2,618.00

08/01/2019

Summary of activity since last Billing Invoice

See reverse side and attachments for additional information Date

Activity

Previous Invoice Balance

Payments Received

Total of Transactions and Fees shown on reverse or attached

Current Balance

Account Balance

2,681.00 -.00

Minimum Due

2,618.00

2,618.00 \$ 2,618.00

Detach and return this **Payment** Coupon with your payment

Account Number 40000782

Invoice Date 06/17/2019

Due Date 08/01/2019 **Current Balance** 2,618.00

Minimum Due 2,618.00

> **Amount Enclosed**

Member Name

Pioneer-Sarah Creek Watershed Management

Commission

BILLING INVOICE - Return stub with payment - make checks payable to:

Mail payment 7 days before Due Date to ensure timely receipt

League of MN Cities Insurance Trust P&C c/o Berkley Risk Administrators Company 222 South Ninth Street, Suite 2700 P.O. Box 581517 Minneapolis, MN 55458-1517

Invoice

Ms. Judie Anderson

3235 Fernbrook Lane

Plymouth, MN 55447

July 2, 2019

Invoice No:

11903854

Pioneer-Sarah Watershed Management Comm.



Responsive partner. Exceptional outcomes.

Project Manager

Lucius Jonett

Project

B1508-0007

Baker Ravine Stabilization

Professional Services Through June 30, 2019

hase

Specs and Contract Documents

Specs and Contract Documents

Professional Personnel

	Hours	кате	Amount
Bossert, Seth	13.10	114.00	1,493.40
Erickson, Mindy	1.50	86.00	129.00
Jonett, Lucius	3.80	151.00	573.80
Matthiesen, Edward	.50	195.00	97.50
Totals	18.90		2,293.70

Total Labor

2,293.70

Phase Total

\$2,293.70

Total Invoice Amount

\$2,293.70

Billing Summary

Current 2,293.70

Prior 43,058.44

Total 45,352.14

Project Title: Baker Ravine Stabilization Project

Client: Pioneer-Sarah Creek Watershed Management Commission

Project Number: B1508-0007 Project Manager: Lucius Jonett

	Date: 7/3/2019			Invoiced		Invoiced		Invoiced		Invoiced		Invoiced		Invoiced	1	nvoiced	- 1	nvoiced				
			#	11804318	#	11804771	#	11805829	#	11806816	#	11807612	#:	11808264	#1	1901429	#:	11903854		Total		Budget
Task #	‡ Description	Budget		7/6/2018	- 1	8/3/2018		9/7/2018	1	.0/5/2018	1	1/7/2018	1.	2/6/2018	3,	/8/2019	7	/3/2019		Invoiced	i f	Remaining
1	Topographic/Field/Boundary Survey	\$ 14,074.00	\$	8,991.93	\$	1,376.55													Ś	10,368.48	-	3,705,52
2	Wetland Delineation	\$ 5,832.00	\$	2,070.60	\$	136.80	\$	1,666.50	\$	825.37									Ś	4,699,27	Š	1,132.73
3	Plans	\$ 26,047.00	\$. 6,426.43	\$	5,321.40	\$	1,881.33	\$	2,183.20	\$	241.60			\$	362,40			Ś	16,416,36	ŝ	9,630,64
4	Obtain Permits	\$ 10,764.00	\$	-			\$	3,174.60	\$	3,453.96	\$	1,661.47	\$	362.70	Ś	75.50			Ś	8,728,23	Ś	2.035.77
5	Specifications and Contract Documents	\$ 6,850.00	\$	-			\$	861.30			\$	1,786.50			\$	198.30	Ś	2.293.70	Ś	5,139.80	Ś	1.710.20
6	Bidding Administration	\$ 3,951.00	\$	-											•		•		Ś	-,	Ś	3,951.00
7	Construction Staking	\$ 10,270.00	\$	-															Ś	_	Ś	10.270.00
8	Construction Observation	\$ 27,291.00	\$	-															Ś		Ś	27,291.00
9	As-Built Survey & Drawings	\$ 5,974.00	\$	-															\$	_	Ś	5,974.00
	Total	\$ 111,053.00	\$	17,488.96	\$	6,834.75	\$	7,583.73	\$	6,462.53	\$	3,689.57	\$	362.70	\$	636,20	Ś	2,293,70	Ś	45.352.14	ŝ	65,700,86



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

3235 Fernbrook Lane Plymouth MN 55447

July 16, 2019

General Administration					Total Project Area
Administrative	1.00	55.00	55.000		
Administrative	8.01	60.00	480.600		
Administrative - offiste		70.00	0.000		
Office Support	3.00	60.00	180.000		
Public storage	1.00	93.88	93.880		
Data Processing/File Mgmt		55.00	0.000		
Reimbursable Expense	44.85	1.00	44.850	854.330	Administration
Meeting packets, attendance, Minutes and Meeting	follow-up				
Administrative	0.66	55.00	36.300		
Administrative	6.81	60.00	408.600		
Admin - Offsite	4.17	70.00	291,900		
Reimbursable Expense	97.15	1.00	97.150	833.950	Meeting related activitie
Bookkeeping					
Bookkeeping		55.00	0.000		
Bookkeeping, budget, audit requests	2.50	60.00	150.000		
Treasurer's Reports	0.42	60.00	25.200		
Audit Prep		55.00	0.000		
Audit Prep	1.87	60.00	112.200		Bookkeeping/TRs
Reimbursable Expense	56.49	1.00	56.490	343.890	Audit Prep
Website					
Weebly hosting - 1 year		1.00	0.000		
Pages, links, uploads		55.00	0.000		
Administrative	0.67	60.00	40.200	40.200	Website
Project Reviews					
Administrative		55.00	0.000		
Administrative		60.00	0.000		
File Management/Archiving		50.00	0.000	44.050	Desired Desired
Reimbursable Expense	41.95	1.00	41.950	41.950	Project Reviews
WCA/Wetland Projects					
Administrative	•	55.00	0.000		
Administrative	0.33	60.00	19.800		
Reimbursable Expense	30.14	1.00	30.140	49.940	WCA/Wetland
			2,164.260	2,164.260	

Pioneer-Sarah Creek Watershed Cash Disbursements Journal

For the Period From Aug 1, 2019 to Aug 31, 2019 Filter Criteria includes: Report order is by Date. Report is printed in Detail Format.

Date	Check #	Account ID	Line Description	Debit Amount	Credit Amount
8/8/19	1540	50100	Q2 Technical - Project Reviews	3,270.00	
		50100	Q2 Technical - WCA	1,863.90	
		10100	Hennepin County Treasurer		5,133.90
8/8/19	1541	51210	2018 Audited Financial Statements	4,500.00	
		10100	Johnson & Company, Ltd.		4,500.00
8/8/19	1542	64000	PSC Cost Share 2019 Lake Sarah CLP Treatment (25% of total project cost of \$32,717.95 or max \$8,000))	8,000.00	
		56202	TRPD Cost Share 2019 Lake Sarah CLP Treatment (16.5% of total project cost of \$32,717.95)	5,398.46	
		10100	Lake Sarah Improve Assn		13,398.46
8/8/19	1543	51100	Administration	1,842.62	
		51100	Meeting-related	758.75	
		51100	Bookkeeping	87.81	
		51120	Project Reviews	104.27	
		51130	Wetland/WCA	63.68	
		10100	Judie Anderson's Secretarial Service		2,857.13
	Total			25,889.49	25,889.49

8/9/2019 at 10:58 AM Page: 1



HENNEPIN COUNTY Public Works General Solid Waste 612-543-1121 300 South 6th Street, MC 131 Minneapolis, MN 55487

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

Page: Customer Number: Invoice Number: Invoice Date:

0000010609 1000133873 07/29/2019

Total Amount Due:

\$5,133.90

		J	Due Date:	08/31/2019
Date	Description	Quantity	Unit Amount	Net Amount
04/01/2019 - 06/30/2019 Pioneer-Sarah Creek Water	Technical Assistance shed, 2nd quarter (April - June, 2019).	1.00	\$3,270.00	\$3,270.00 ·
04/01/2019 - 06/30/2019 Pioneer-Sarah Creek Water	WCA shed, 2nd quarter (April - June, 2019).	1.00	\$1,863.90	\$1,863.90

Balance Due:

\$5,133.90

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

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

HENNEPIN COUNTY 612-543-1121

Customer Number: Invoice Number:

0000010609 1000133873

Payment Due Date:

08/31/2019

Amount Due:

\$5,133.90

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

Amount Enclosed:			1	

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

Johnson & Company, Ltd. 3255 Fernbrook Lane North Minneapolis, MN 55447 (952) 525-9500

PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMM. 3235 FERNBROOK LANE NORTH PLYMOUTH, MN 55447

Client # : 4273	Invoice Number : 37837	Invoice Date: Monday, July 01, 2019
For Professional Services Rendered :		
Preparation of report on audited financia 2018.	al statements for the year ended December 31,	4,500.00
Total Invoice Amount		\$4,500.00

Lake Sarah Improvement Association

INVOICE

P.O. Box 25 Loretto, MN 55357

DATE: INVOICE # August 3, 2019

FOR:

2019-1 CLP Treatment

Pioneer-Sarah Creek Watershed Commission 3235 Fembrook Lane Plymouth, MN. 55447 Attn: Judie Anderson

KORKIRDEG	SATION Y	SECTION ATTENCE
PSCW Cost Share - 2019 Lake Sarah CLP Treatment (25% of total project cost) - maximum of \$8,000 for 2019	\$ 8,0	00.00
TRPD Cost Share - 2019 Lake Sarah CLP Treatment (16.5% of total project cost)	5,3	98.46
		ļ.
TOTAL	\$ 13,39	8.46

Make all checks payable to **Lake Sarah Improvement Association**If you have any questions conceming this invoice, contact Mike Malone at mikemalone05@gmail.com

THANK YOU FOR YOUR SUPPORT!

Lake Sarah Improvement Association P.O. Box 25 Loretto, MN 55357

Project Costs:

Payee	Description	Invoice#	Invoice Date	Amount
AIS Consulting Services	Early Spring CLP Plant Survey		5/11/18	825.00
AIS Consulting Services	Presentation at LSIA annual meeting		5/18/19	200.00
Aquatic Solutions of MN	Aquathol K and Diquat plus labor CLP treatment	AS2052	5/29/19	24,355.45
Aquatic Solutions of MN	2nd treatment for CLP of 40.5 acres	AS2081	6/20/19	7,087.50
AIS Consulting Services	CLP Post-Treatment survey		6/15/19	250.00
			Total	<u>\$32,717.95</u>



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

3235 Fernbrook Lane Plymouth MN 55447

August 9, 2019

General Administration					Total Project Area
Administrative	1.48	55.00	81.400		
Administrative	23.99	60.00	1,439.400		
Administrative - offiste		70.00	0.000		
Office Support	3.00	60.00	180.000		
Public storage	1.00	93.88	93.880		
Data Processing/File Mgmt		55.00	0.000		
Reimbursable Expense	47.94	1.00	47.940	1,842.620	Administration
Meeting packets, attendance, Minutes and Meeting to	follow-up				
Administrative	ionon up	55.00	0.000		
Administrative	12.02	60.00	721,200		
Admin - Offsite	12.02	70.00	0.000		
Reimbursable Expense	37.55	1.00	37.550	758.750	Meeting related activitie
Bookkeeping					
Bookkeeping		55.00	0.000		
Bookkeeping, budget, audit requests	1.25	60.00	75.000		
Treasurer's Reports		60.00	0.000		
Audit Prep		55.00	0.000		
Audit Prep		60.00	0.000		Bookkeeping/TRs
Reimbursable Expense	12.81	1.00	12.810	87.810	Audit Prep
Website					
Weebly hosting - 1 year		1.00	0.000		
Pages, links, uploads		55.00	0.000		
Administrative		60.00	0.000	0.000	Website
Project Reviews					
Administrative	0.34	55.00	18.700		
Administrative	0.67	60.00	40.200		
File Management/Archiving		50.00	0.000		
Reimbursable Expense	45.37	1.00	45.370	104.270	Project Reviews
WCA/Wetland Projects					
Administrative		55.00	0.000		
Administrative		60.00	0.000	00.000	14/04/44/
Reimbursable Expense	63.68	1.00	63.680	63.680	WCA/Wetland
			2,857.130	2,857.130	

MEMORANDUM

TO: Pioneer-Sarah Creek Watershed Management Commission

FROM: James Kujawa and Kirsten Barta, Hennepin County Dept. of Environment and Energy

DATE: August 8, 2019 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.
- **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 is east of CR 10, and 4 acres is 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

Rule E - Erosion and Sediment Control

- 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 only awaiting the O & M agreement.
- 2019-02W-Horton Exemption, Greenfield.* This project was generated from a potential 6. wetland drainage complaint at 8245 Fern Lane. An inspection of the site determined this site had previously been drained and the property owner could drain it as part of a wetland exemption available to him in the 1991 MN WCA rules. An old drain tile line was damaged, most likely as a result of constructing Fern Lane in 1997/1998 when this area was developed into single family residential lots from agricultural land. Staff issued an exemption to the property owner to drain the wetland in his yard and excavate a pond as part of his work. This item will be removed from the report.
- 7. 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. Included in the meeting packet is the latest review and findings by Staff on this project dated July 16, 2019. Therein, Staff recommends approval contingent upon (1) receipt of a long-term O & M plan meeting Commission requirements and recorded on the land title with a copy provided to the Commission and (2) receipt of signed final erosion control and details plan sheet C-801. Temporary approval was granted by Staff until the August 15,2019 Commission meeting provided (a) the applicant assumes any risk for changes needed to the site plans to achieve Commission approvals and (b) any permits required by the City of Independence are obtained.
- 2019-04W- 8953 Whisper Creek Trail Wetland, Greenfield.* This is a wetland fill complaint received by Staff. The DNR Conservation Officer issued a Resource Protection Notice (RPN) on May 22nd to the landowner. Staff met on site June 13 and found 4,062 SF of wetland was filled. An application to remove the fill, and exempt 400 SF was received on June 28, 2019. Staff issued a voluntary no-loss and exemption findings on this application.
- 9. 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 do not meet the Commission's requirements (see findings in the packet dated June 27, 2019). 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. It has not been reviewed in time for this Staff report update. If available, an update and recommendation will be provided to the Commission at their August 15 meeting. This project decision deadline was extended to October 12, 2019.
- 10. 2019-06 Crow River Bank Stabilization, Independence.* The United States Army Corps of Engineers and Hennepin County will be stabilizing two sections of the Crow River adjacent to CR 50 and the Delano Gun Club. These two sites are immediately upstream and downstream of the stabilization project completed by the same entities in 2011. The project from 2011 consisted of a rock rip-rap toe and geosynthetic slope stabilization. The 2011 project work was stable, but the match in points and streambed/slope toe intersection beyond the construction limits began to show stresses and instability soon after the work was completed. This project will address those issues. It triggers the Commission's Rules F and E. Staff recommends the Commission approve the site plans contingent upon MN DNR approvals and receipt of the final site plans.

RULE E - EROSION AND SEDIMENT CONTROL

LOCAL WATER PLANS

All of the local plans of our member cities have been approved. This item will be removed from the report.

RURAL CONSERVATIONIST UPDATES

The Buffer Law requirements going forward require staff to check each parcel in the county at least once every three years and spot check up to 15% of parcels. Hennepin has opted to section the county into thirds and check 1/3 each year, beginning in 2019. Those residents chosen to have a spot check done will be notified by letter. For 2019, review and inspections will take place in the western-most 1/3 of the County as indicated on the map. This will cover Independence, Greenfield, Loretto, Maple Plain, parts of Minnetrista, Medina, Corcoran, Rogers, and part of Orono.

BWSR has now hired staff to take on enforcement duties, so Hennepin staff will refer residents who have a violation directly to the State instead of working on a resolution with the resident. Once referred and the enforcement process begun, the resident has 10 months to correct the violation before being fined.

UPDATE: Buffer review is completed, and those residents with violations have been referred to the state and notified via US Mail that they can expect to hear from BWSR. Hennepin staff will work with those residents needing to make corrective actions upon request of the state.

Letters went out July 12, 2019 to residents along County Roads 15, 92, 90, 19, and 110 soliciting interest in a living snow fence if they have a corn field. MN DOT and NRCS jointly administer this program to pay farmers to maintain 5-10 rows of corn to help prevent blowing snow on roads. This reduces the number of plow passes required by trucks which saves on salt usage and fuel.

Z:\Pioneer-SarahCreek\TechMemos\Tech Memos 2019\August Tech Memo.docx



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TECHNICAL OFFICE: 701 Fourth Street South, Suite 700, Minneapolis,

MN 55415-1600 Phone: 612 348 7338 • Fax: 612 348 7338 •

MN 55415-1600 Phone: 612.348.7338 • Fax: 612.348.7338 •

Email: james.kujawa@co.hennepin.mn.us

Watershed Management Commission

John Sega 9255 CR 6 Horse Facility Expansion Independence, Project #2019-03

<u>Project Overview:</u> This is an existing 78-acre parcel located on CR 6 about ¼ of a mile east of the county border. The owner is proposing to construct a new indoor riding arena, parking, drive lanes, and 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, this triggers the Pioneer-Sarah Creek Watershed Management Commission review for Rule D, stormwater management and Rule E, grading and erosion control.

Applicant: John Sega/ MN Horsepower LLC, 9255 County Road 6, Independence, MN 55359. Phone: 952-237-3727. Email: jmsega@outlook.com

Exhibits:

- 1) PSCWMC Request for Plan Review dated May 2, 2019. Fees with application of \$1050.00.
- 2) Sheet 1 of 1, Boundary Survey and Site Plan by E.G. Rud & Sons, Inc. dated September 11, 2018 with last revision date of November 1, 2018
- 3) Staff project extension email to applicant dated July 2, 2019.
- 4) Manure Management Plan and NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Permit C00054162 received via email from applicant on June 18, 2019.
- 5) Technical Memo from Wenck and Associates dated July 11, 2019 including;
 - a. Appendix A, Drainage Maps
 - b. Appendix B, Atlas 14 Information
 - c. Appendices C & D, HydroCAD design.
 - d. Appendices E, F, G & H, P8 Water Quality Design Information.
- 6) Grading and Erosion Control Sheet C-801 by Wenck Associates dated July 10, 2019, unsigned.

Findings;

- 1) A complete PSCWMC application was received May 2, 2019. The initial 60-day review period, per MN Statute 15.99, expired July 1, 2019. Staff extended the review to July 31 to give the applicant an opportunity to respond to findings dated May 20, 2019.
- 2) Per PSCWMC Appendix C, Rules and Standards, project reviews by the Commission are required for all projects disturbing more than one acre of land for rate controls (Rule D), volume management (Rule D), erosion and sediment control (Rule E). This project will disturb 2.5 acres and create an additional 1.05 acres of new impervious areas.
- 3) Rule D, Stormwater Management.
 - a. Existing drainage is generally to the east (Pioneer Creek \sim 2,300') and west (Rice Lake \sim 4,000').

- b. Proposed drainage patterns will essentially remain the same direction.
- c. Stormwater management will be provided by a vegetated swale with a series of vegetated check dams and one dry vegetated detention basin. The vegetated swale will provide rate controls for the 2- and 10-year 24-hour runoff events. The detention basin will provide rate control for the 2-, 10- and 100-year 24-hour events.
- d. The swale and detention basin will also provide abstraction, total suspended solids (TSS) and total phosphorus (Tp) controls.
- e. A long-term pond/basin operation and maintenance plan and agreement with the City of Independence will be necessary. This agreement must be recorded on the land title with a copy of the recorded agreement provided to the Commission.

Rate controls;

Rate controls before and after construction are as follows:

Event	West Drainage		North [Orainage	East Drainage		
	Existing (cfs)	Proposed (cfs)	Existing (cfs)	Proposed (cfs)	Existing (cfs)	Proposed (cfs)	
2-year	38.6	37.8	7.7	7.7	71.4	70.9	
10-year	69.3	67.3	13.1	13.1	132.0	130.9	
100-year	137.2	132.7	25.0	25.0	267.7	279.9	

★ 100-year 24-hour rate control analysis for the east subwatershed

- ➤ The 100-year storm event will increase by 12.2 cfs at the discharge point in the east drainage area after development.
- An analysis of the volumetric discharge for a 100-year storm event on the east drainage area shows an increase of 0.2-acre feet in a 100-year event. (20.5 acre feet to 20.7 acre feet)
- ➤ The applicant's engineer and PSC staff considered this brief increase in the 100-year discharge negligible and insignificant because;
 - a) the rates and volumetric discharges for the 2- and 10-year events decrease after construction,
 - b) the discharge rate and volume flowing east from this site only increases for the 100-year event, and
 - c) all other subwatershed discharge rates are equal to or less than preexisting conditions,

<u>Abstraction controls</u>: Abstraction volume required for 1.1 acres of new impervious areas will be 4,193 cubic feet. The vegetated swale and dry pond will create 24,031 cubic feet of water volume storage. This exceeds the Commission's requirements.

TSS/TP controls:

- Pre-development TSS loads are 17,400 lbs/year
- Post-development TSS loads are 16,227 lbs/year
- Pre-development Tp loads are 57.5 lbs/year
- Post-development Tp loads are 53.5 lbs/year.
- 4) No wetlands or floodplains are identified in or near (within 500 feet) the area proposed to be disturbed. The City of Independence is the Local Government Unit in charge of administering the MN Wetland Conservation Act.
- 5) Grading and erosion control will meet the Commissions requirements;
 - a. The applicant received an NPDES/SDS General Stormwater Permit (C00054162) for Construction Activity (MNR100001) from the MN Pollution Control Agency.
 - b. Site plans identify perimeter silt fence for off-site sediment protection and bio rolls for channel protection in the swale between the indoor and outdoor arenas.
- 6) Nutrient and Manure Management. The applicant developed a specific manure management plan for this expansion. It includes;
 - a. A four bin composting system. Each bin will be 20'x 30' and will be used as the primary storage for manure/bedding from the facility.
 - b. This compost will be used to fertilizing the pastures via spreading as recommended by the soil tests or for hauled off site by a private landscaping company for landscaping use.
 - c. If the bins become overloaded when the ground is frozen, a company will be employed to haul the manure away.to prevent any overflow

Recommendation to the Pioneer-Sarah Creek Watershed Commission:

Approval, contingent upon;

- a) Meeting the Commission's O & M plan requirements (see item 3e) and
- b) The engineer signs the final erosion control & details plan sheet C-801.

Note; Temporary approval is granted until the next Commission meeting (expected August 15, 2019) if;

- > The applicant assumes any risk for changes needed to the site plans to achieve Commission approvals and
- > Any permits required by the City of Independence is obtained.

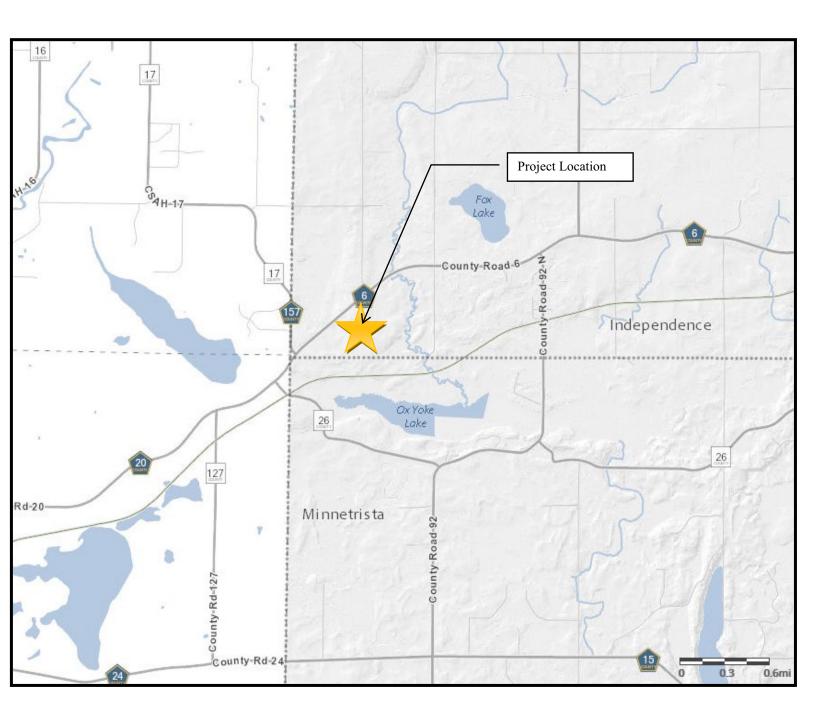
Hennepin County Department of Environmental Services

James C. Kajawa,

Advisor to the Commission

July 16, 2019

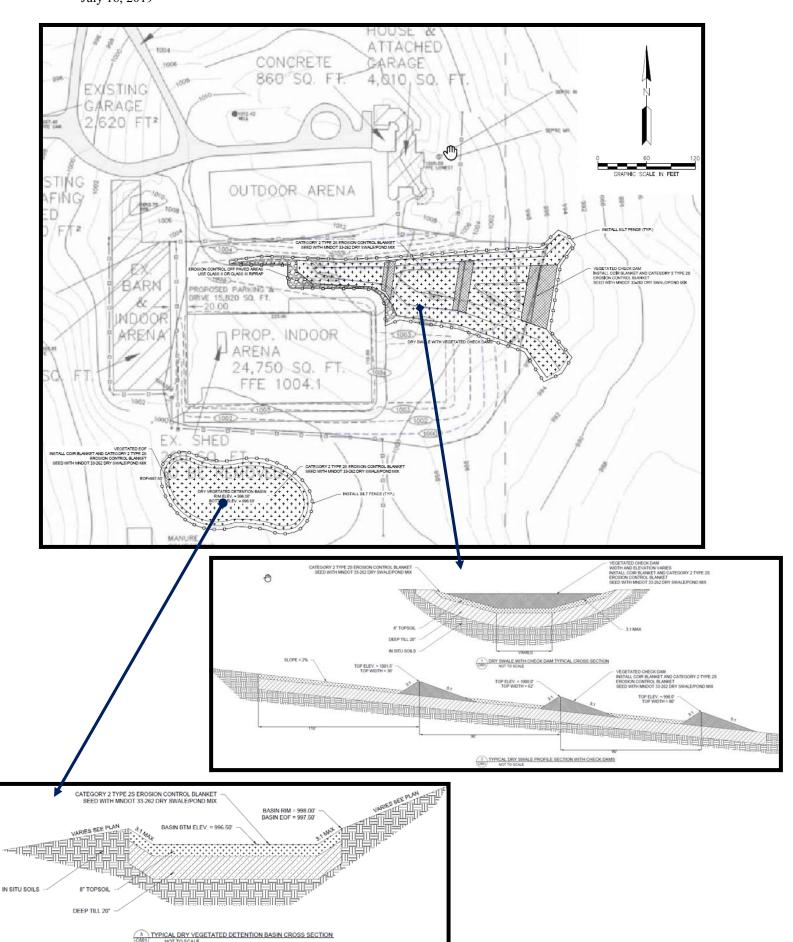
Date



Location Aerial



John Sega 9255 CR 6 Horse Facility Expansion (2019-03) Independence July 16, 2019





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Crow River Bank Stabilization Independence, Project #2019-06

Project Overview: The United States Army Corps of Engineers and Hennepin County will be stabilizing two sections of the Crow River adjacent to CR 50 and the Delano Gun Club. These two sites are immediately upstream and downstream of the stabilization project completed by the same entities in 2011. The project from 2011 consisted of a rock rip-rap toe and geosynthetic slope stabilization. The 2011 project work was stable, but the match in points and streambed/slope toe intersection beyond the construction limits began to show stresses and instability soon after the work was complete. This project will address those issues. It triggers the Commission's Rule F (floodplain) and Rule E (erosion and sediment control)

Applicant: Hennepin County Transportation Department, Attention Nariman Vanaki, 1600 Prairie Drive, Medina, 55340. Phone: 612-596-0291. Email: nariman.vanaki@hennepin.us

Agent/Engineer: BARR Engineering, Attention Shanna Braun, 4300 Market Pointe Drive, Suite 200, Bloomington, MN. Phone: 952-842-3619. Email: sbraun@barr.com

Exhibits:

- 1) BARR Engineering Crow River Bank Stabilization Project Review Memo dated July 25,
- 2) Section 14, Emergency Streambank Protection, Crow River, County Road 50, Hennepin County (65% project plans) dated July 30, 2019. No signature.
 - a. Sheet G-001, Cover Sheet
 - b. Sheet G-002, Project Location, Vicinity and Surface Water Map.
 - c. Sheet G-003, Index, Legend and General Notes.
 - d. Sheet G-101, Traffic Control Plan
 - e. Sheet G-102, Erosion Prevention and Sediment Control Plan and Details
 - f. Sheets G-103 & G-104, SWPPP
 - g. Sheet C-001, Control Data
 - h. Sheet C-101, Overall Site Map
 - i. Sheets C-102 & C-103, Site Plans Upstream and Downstream Work Areas
 - Sheet C-201, C202 & C203, Anchor Location-Plan, Profile, TECCO Slope Stabilization Sections, Details
 - k. Sheets C-301 & C-302, Riprap Shoreline Stabilization Sections and Details
 - Sheets C-401 & C-402, Site Restoration Plans and Details.
- 3) BARR Engineering Memo dated July 23, 2019, South Fork Crow River Hydrologic Modeling with Hydrologic Model file.
- 4) BARR Engineering project site soil borings information

Crow River Bank Stabilization 2019-06 August 2, 2019

Findings;

- 1) A complete application was received on July 29, 2019. The initial 60-day decision period per MN Statute 15.99 expires on September 27, 2019.
- 2) This project will disturb 1.6 acres and is within the ordinary high water level and 100-year flood plain of the Crow River. No new impervious surface is being created. This work triggers the Commission's review for erosion and sediment controls (Rule D) and Floodplain Alteration (Rule F)
- 3) This project will be installing;
 - a. Rock riprap between the normal water elevation and the channel bed to stabilize the toe of the slope where velocities and unstable conditions exist.
 - b. Rock vanes will be placed in the river to help control river velocities and direct flows away from the bank slope.
 - c. A structural slope reinforcement system called Geoburgg TECCO will be placed on the riverbanks above the riprap. This material is a reinforced, steel mesh attached to the face of the slope by drilling and grouting soil anchors in an 8 ft. x 8 ft. grid approximately 24 feet back into the existing bank.
 - d. A heavy duty turf reinforcement mat with a seed/topsoil mix will be placed under the TECCO mesh for long-term vegetation establishment.

Erosion Controls

- 4) The proposed erosion and sediment control measures are consistent with the Commission's standards.
 - a. Erosion and sediment controls will be installed before any ground disturbing activities begin. These controls will remain in place until active construction completion.
 - b. Erosion control silt fence, slope stabilization, erosion control blankets, and floating silt curtains are proposed to minimize erosion and sediment to the Crow River during and after construction..
 - c. Project sequencing for installing and maintaining erosion control BMPS is addressed.
 - d. A NPDES application has been submitted to the MPCA for this project.
 - e. Final slope stabilization and restoration plans are in compliance with the Commission and MPCA requirements.

Rule F, Floodplain Alteration

- 5) 880 cubic yards of riprap and filter materials will be placed below the 100-year floodplain elevation on this project. After excavation of existing riverbed materials there is a net increase of 545 cubic yards of material in the floodplain.
- 6) The PSCWMC Criteria for floodplains states; Floodplain alteration or filling shall not cause a net decrease in flood storage capacity below the projected 1% (100-year) critical flood elevation or alter the timing of flooding unless it is shown that the proposed alteration or filling, together with the alteration or filling of all other land on the affected

reach of the waterbody to the same degree of encroachment as proposed by the applicant, will not cause high water or aggravate flooding on other land and will not unduly restrict flood flows.

- a. From a practical perspective, this means;
 - i. Any fill within a 100 year floodplain must be mitigated on a volume for volume basis (i.e. 1 cubic yard of fill must be replaced with 1 cubic yard of excavation within the floodplain project area) or
 - ii. An applicant has the option to prove the fill will not result in any damage or alter the flood flows upstream or downstream of the project area.
- 7) The applicant chose option 4) a. ii. to address the Commission's floodplain rules.
- 8) To accomplish this they took the existing DNR floodplain model (HEC-2 model) for the North Fork of the Crow River and converted it into an updated floodplain model (HEC-RAS). Updated cross sections of the project area are imported into the new model to ascertain the effects on the water levels and shear stresses of the river at the project and upstream and downstream of the project areas. Below are the results of this analysis;

Cross Section		Water Surface Elevation		Difference	Energy Grad	Difference	
		Corrected Effective	Proposed		Corrected Effective	Proposed	
103		915.92	915.94	0.02	916.35	916.35	0.00
102.	95	915.90	915.88	-0.02	916.31	916.32	0.01
102.	9	915.78	915.78	0.00	916.25	916.25	0.00
102.	.8	915.74	915.75	0.01	916.17	916.18	0.01
102.	.7	915.54	915.49	-0.05	916.08	916.08	0.00
102.	6	915.54	915.50	-0.04	916.02	916.02	0.00
102.	5	915.47	915.45	-0.02	915.98	915.98	0.00
102.	4	915.28	915.28	0.00	915.88	915.88	0.00

9) Based on the model, the impacts from this project are considered insignificant and meet the Commission's floodplain criteria.

New Section from project.

Crow River Bank Stabilization 2019-06 August 2, 2019

Recommendation: Approval contingent upon MN DNR approvals and receipt of the final site plans.

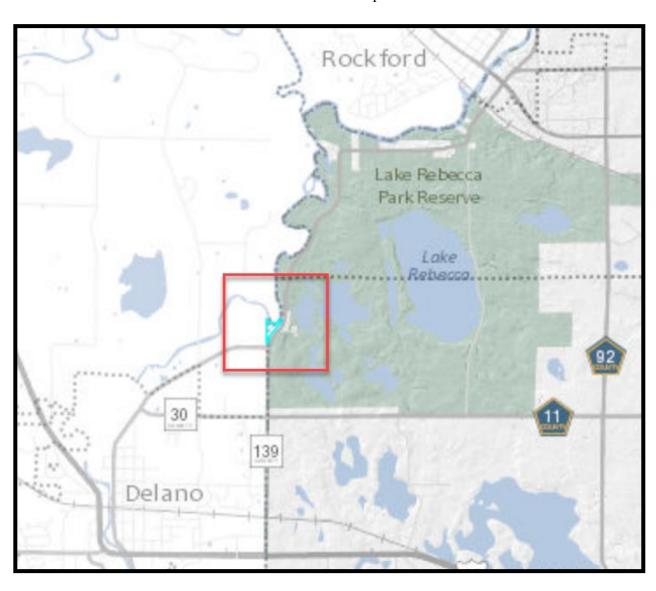
Hennepin County Department of Environmental Services Advisor to the Commission

James C. Kujawa,

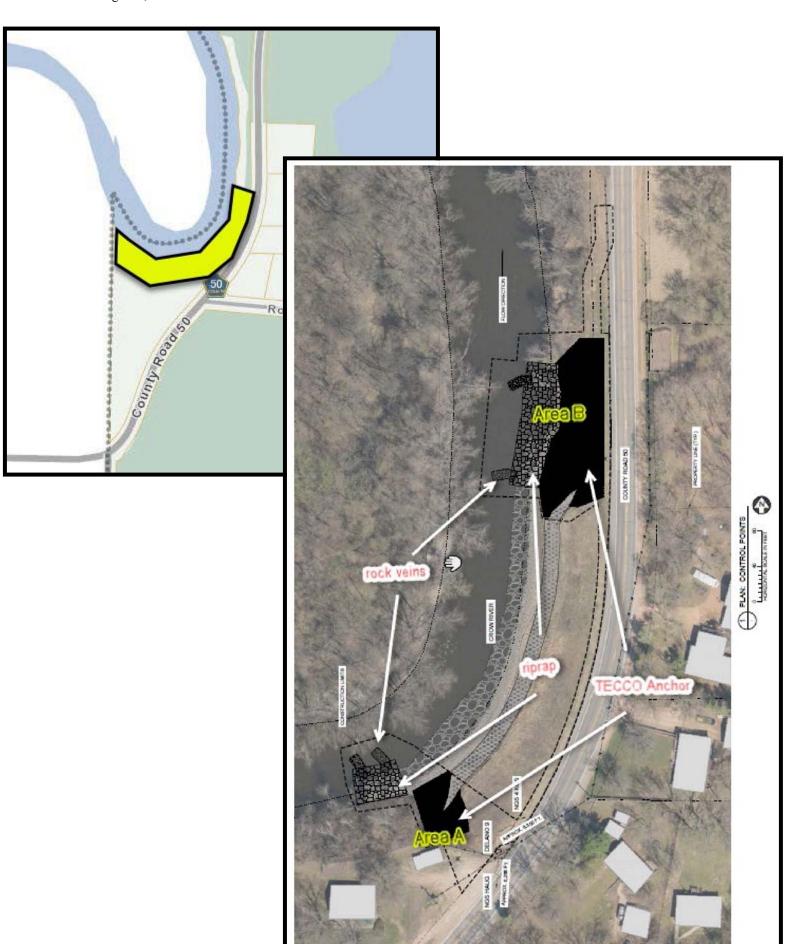
Water Quality Specialist

August 2, 2019 Date

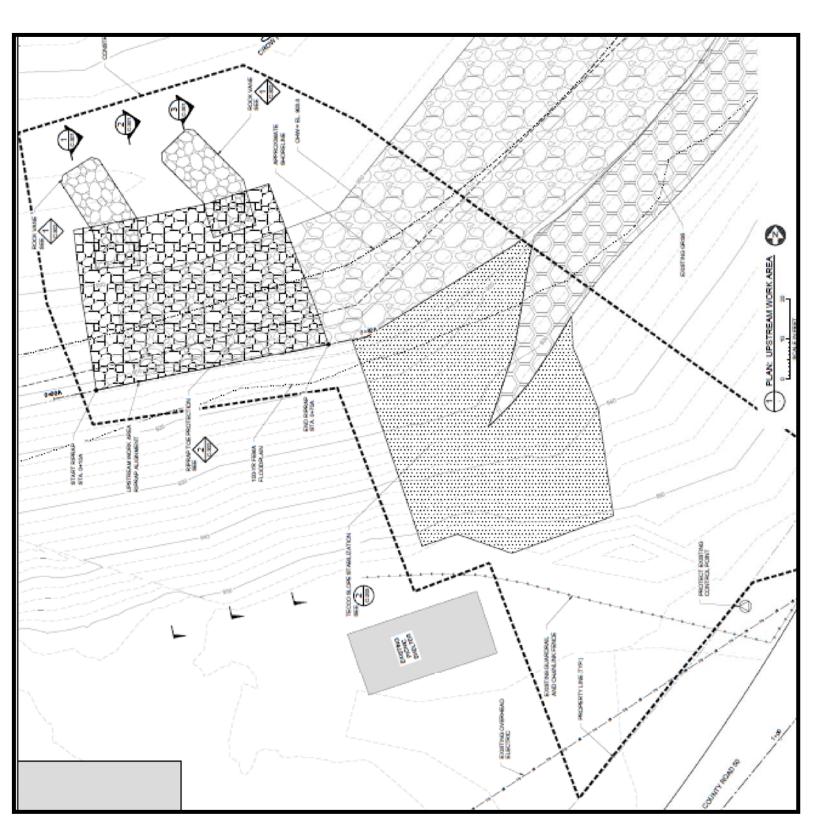
Location Map



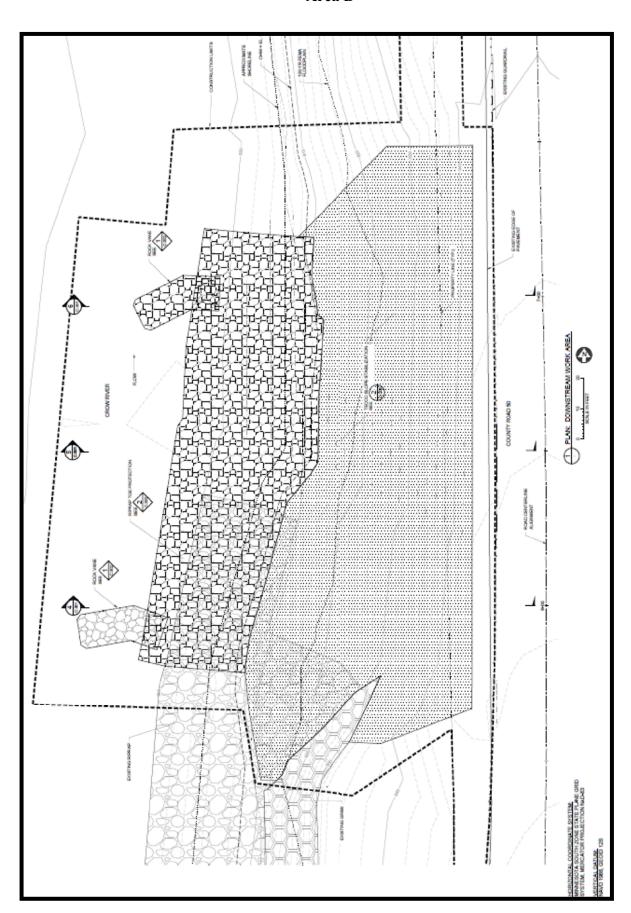
Crow River Bank Stabilization 2019-06 August 2, 2019



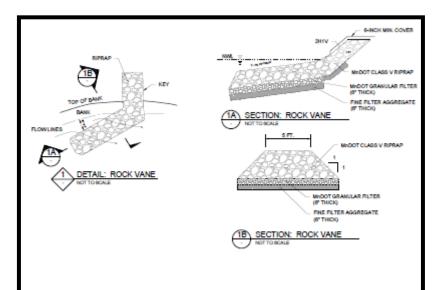
Area A

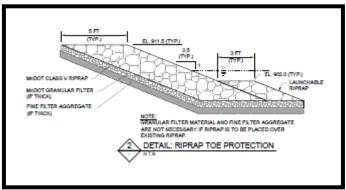


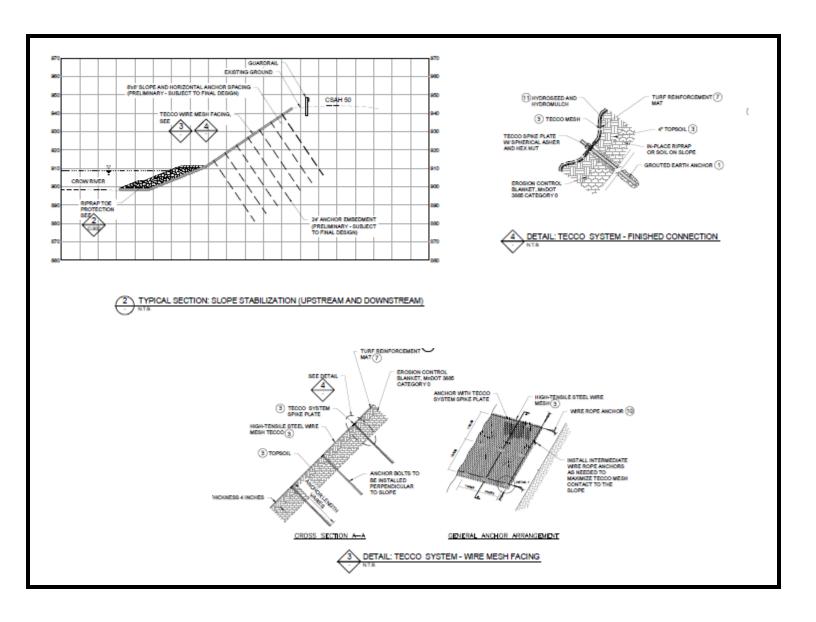
Area B



Crow River Bank Stabilization 2019-06 August 2, 2019







Minnesota Wetland Conservation Act Notice of Decision

Local Government Unit (LGU) Pioneer-Sarah Creek Watersh Management Commission.	Address Technical Office: Hennepin County Department of Environmental Services 701 Fourth Avenue South, Suite 700 Minneapolis, MN 55415-1600 Administrative Office: 3235 Fernbrook Lane Plymouth, MN 55447				
1	. PROJECT IN	FORMATIO	N		
Applicant Name Paul and Amy Horton	Project Name		ane, Greenfield		Application Number 2019-02W
Attach site locator map.	·				
Type of Decision:					
☐ Wetland Boundary ☐ Replaceme	☑ Exemption☐ Sequencing☐ Banking Plan (road replacement)				
Technical Evaluation Panel Findings	s and Recommend	ation (if any):			1
Approve	Approve with conditions			☐ Deny	
2. LOCA	L GOVERNME	ENT UNIT D	ECISIO	N	
Date of Decision: May 13, 2019					
☐ Approved					
LGU Authorized Signature:					
Signing and mailing of this comple Subp. 5 provides notice that a decis specified above. If additional detail and are available from the LGU upon	sion was made by ls on the decision	the LGU under	the Wetla	and Conservation	on Act as
Name James C. Kujawa		Title Technical Advisor to the Commission			n
Signature /		Date 5/14/19	612-348	Number and E-r 3-7338 xujawa@henn	

LGU Findings and Conclusions (attach additional sheets as necessary):

This project proposes to restore the historic drainage system at 8245 Fern Lane, Greenfield.

Hennepin County and FSA Aerial show cropland and field with no discernable crop effects on the area in question from 1957 to 1998. In 1997-1998 a road was constructed as part of the subdivision on the east edge of 8245 Fern Lane. Since 1998, this area has developed wetland characteristics. Recent excavation in the new wetland area unearthed a 4" draintile line that flows easterly. This drain tile line is assumed to be part of the original drainage system that maintained adequate drainage prior to the subdivision and road installation. It is further assumed the roadway and development work damaged the original tile and natural drainage, creating a wetland where one was not present while it was in cropland (between 1957 to 1997)

Based on BWSR WCA Chapter 8420.0420, Exemption Standard Subpart 3, Drainage. B. (2) a replacement plan is not required for; <u>impacts resulting from maintenance or repair of existing drainage systems other than public drainage systems, when the maintenance or repair does not drain wetland that have existed for more than 25 years before the proposed impact.</u>

It was determined by the LGU that based on the historic aerial photos, this wetland was not in existence for more than 25 years (actual is approximately 20 years) and is therefore eligible for this exemption to the MN WCA conditioned upon;

- 1) The drain tile line is repaired or replaced at the same size (4") and conveyance as the original tile line, and
- 2) if the original tile line outlet cannot be located, the 4" tile line may be repaired or replaced to provide positive drainage to the culvert invert elevation on the west side of Fern Lane located in front of 8225 Fern Lane, Greenfield MN and,
- 3) The applicant must obtain the appropriate permission for any work done from;
 - a. The City of Greenfield,
 - i. Within the ROW of Fern Lane, and
 - ii. Grading and/or excavation permit if necessary.
 - b. From the property owner at of 8225 Fern Lane, (if encroaching onto said property), and
 - c. Utility companies.

Attached are a summary of the historic aerial photographs of the area where maintenance will take place.

Pond Excavation Permit

In addition, the applicant requested permission to excavate a pond in the location of the drainage work. Based on the final approval of this exemption, this pond excavation will not affect any wetland and is allowed per the attached pond excavation permit on pages 10-11.

THIS DECISION ONLY APPLIES TO THE MINNESOTA WETLAND CONSERVATION ACT. Additional approvals or permits from local, state, and federal agencies may be required. Check with all appropriate authorities before commencing work in or near wetlands.

Applicants proceed at their own risk if work authorized by this decision is started before the time period for appeal (30 days) has expired. If this decision is reversed or revised under appeal, the applicant may be responsible for restoring or replacing all wetland impacts.

This decision is valid for three years from the date of decision unless a longer period is advised by the TEP and specified in this notice of decision.

3. APPEAL OF THIS DECISION

Pursuant to MN Rule 8420.0905, any appeal of this decision can only be commenced by mailing a petition for appeal, including applicable fee, within thirty (30) calendar days of the date of the mailing of this Notice to the following as indicated:

Check one:

Appeal of an LGU staff decision. Send	Appeal of LGU governing body decision.
petition and $\$\underline{0}$ fee (if applicable) to:	Send petition and \$500 filing fee to:
Pioneer-Sarah Creek Watershed Management	Executive Director
Commission	Minnesota Board of Water and Soil Resources
Administrative Office:	520 Lafayette Road North
3235 Fernbrook Lane	St. Paul, MN 55155
Plymouth, MN 55447	St. Tuul, III (55 155

4. LIST OF ADDRESSEES

SWCD TEP member: (email only) Stacey Lijewski, Stacey. Lijewski@co.hennepin.mn.us
BWSR TEP member: (email only) Ben Carlson. ben.carlson@state.mn.us
LGU TEP member (if different than LGU Contact):
DNR TEP member:
□ DNR Regional Office (email only) Becky. Horton@state.mn.us
WD or WMO (if applicable):
Applicant (notice only) and Landowner (email only) Tooldepartment@gartner-refrig.com
Members of the public who requested notice (notice only):
City of Greenfield, (email only) Margaret Webb <u>mwebb@ci.greenfield.mn.us</u>
Corps of Engineers Project Manager (email only) mvp-reg-inquiry@usace.army.mil
BWSR Wetland Bank Coordinator (wetland bank plan applications only)

5. MAILING INFORMATION

For a list of BWSR TEP representatives: www.bwsr.state.mn.us/aboutbwsr/workareas/WCA areas.pdf

For a list of DNR TEP representatives: www.bwsr.state.mn.us/wetlands/wca/DNR TEP contacts.pdf

➤ Department of Natural Resources Regional Offices:

NW Region:	NE Region:	Central Region:	Southern Region:
Reg. Env. Assess. Ecol.	Reg. Env. Assess. Ecol.	Reg. Env. Assess.	Reg. Env. Assess. Ecol.
Div. Ecol. Resources	Div. Ecol. Resources	Ecol.	Div. Ecol. Resources
2115 Birchmont Beach Rd.	1201 E. Hwy. 2	Div. Ecol. Resources	261 Hwy. 15 South
NE	Grand Rapids, MN	1200 Warner Road	New Ulm, MN 56073
Bemidji, MN 56601	55744	St. Paul, MN 55106	

For a map of DNR Administrative Regions, see: http://files.dnr.state.mn.us/aboutdnr/dnr regions.pdf

➤ For a list of Corps of Project Managers: www.mvp.usace.army.mil/regulatory/default.asp?pageid=687 or send to:

US Army Corps of Engineers St. Paul District, ATTN: OP-R 180 Fifth St. East, Suite 700 St. Paul, MN 55101-1678

For Wetland Bank Plan applications, also send a copy of the application to:

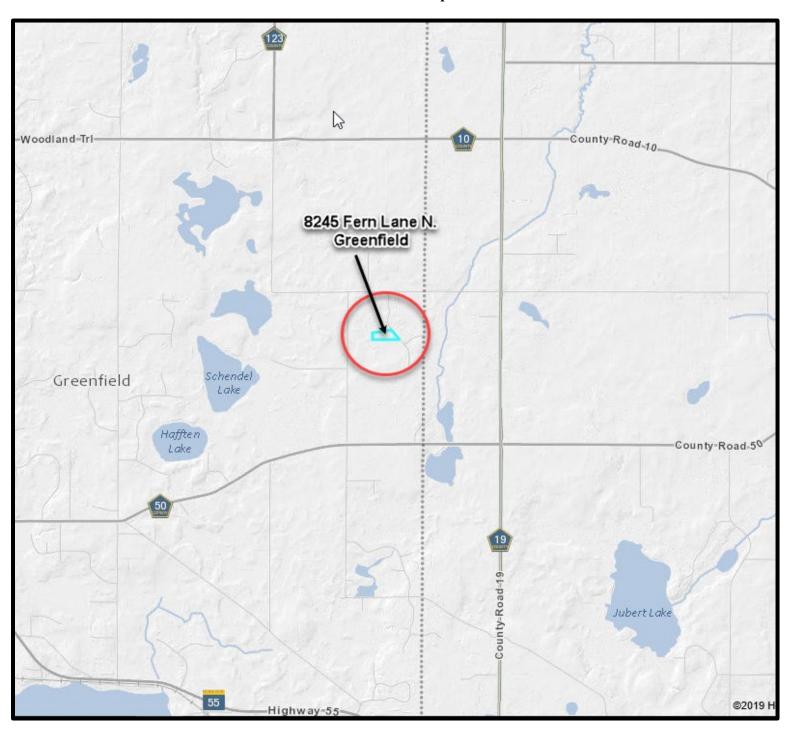
Minnesota Board of Water and Soil Resources

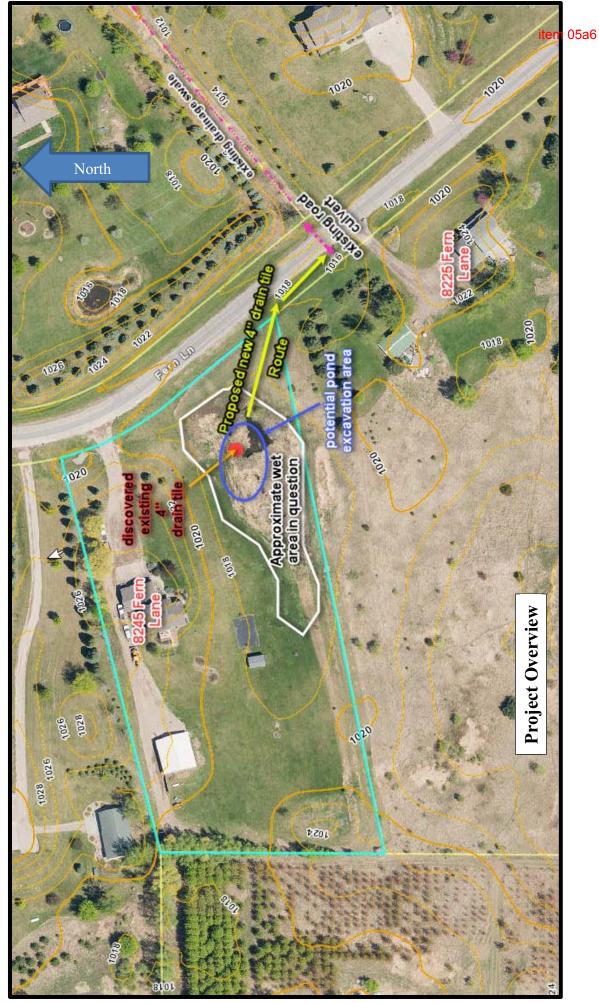
Wetland Bank Coordinator 520 Lafayette Road North St. Paul, MN 55155

6. ATTACHMENTS

In addition to the site locator map, list any other attachments:
⊠ site overview map
aerial history review
pond excavation permit

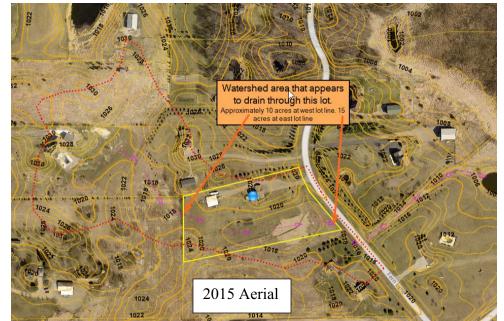
Location Map





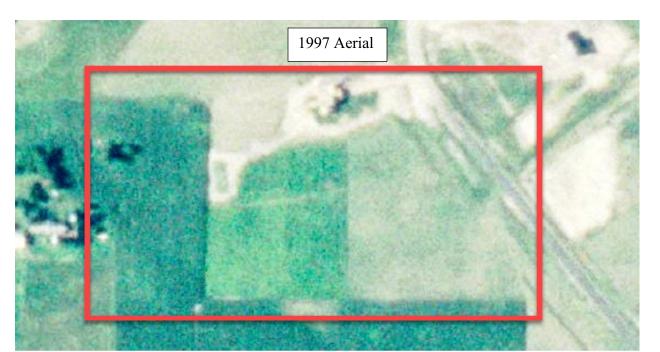
BWSR Forms 7-1-10 of 3



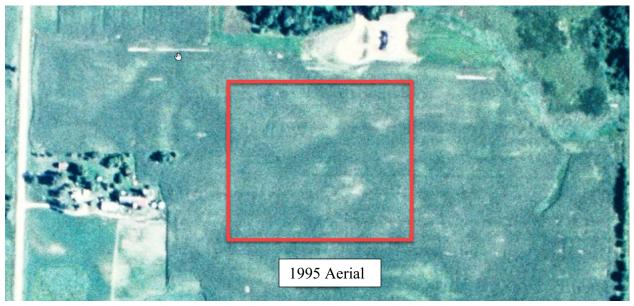


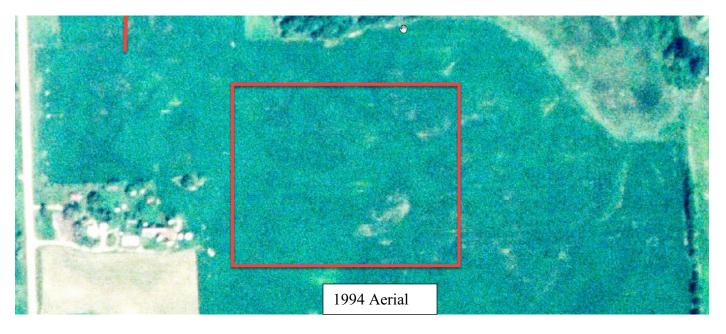


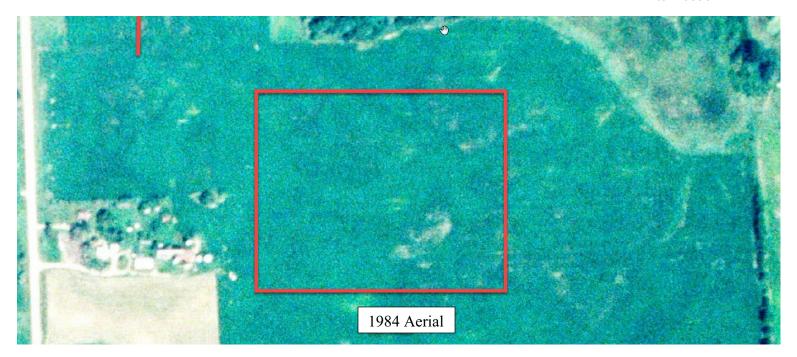




item 05a6









POND EXCAVATION PERMIT

Applicant: Paul and Amy Horton Phone: 763-607-2895

Address: 8245 Fern Lane, Greenfield, MN 55357
Email: ToolDepartment@gartner-refrig.com

Project Location: 8245 Fern Lane, Greenfield

Project Number: 2019-02W

Date of Issue: May 14, 2019 By: James Kujawa, Technical Advisor to the Commission

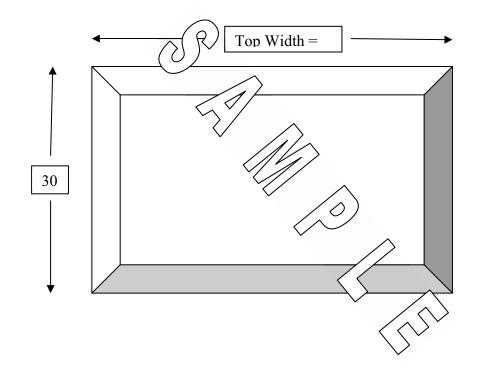
Findings:

1) This permit is for the approximate pond location shown on page 6 of this document.

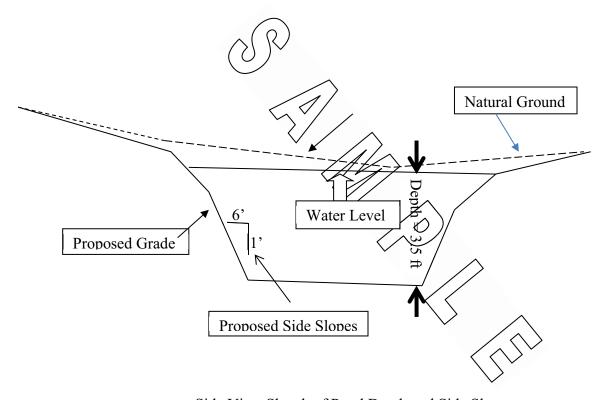
2) This permit to excavate the pond is based on the final approval of the WCA exemption per this notice of wetland decision. Note, if this decision is found in error, the permit will not be valid until the final dimensions of the pond, including location, depth, side slopes and where the excess excavated material will be disposed of, is approved by the Pioneer-Sarah Creek Watershed Commission, and if necessary, the City of Greenfield.

Conditions:

- 1) This pond excavation permit is valid for one year from the date of issuance.
- 2) The Pioneer-Sarah Creek Watershed Commission grants this permit in the interest of wildlife and conservation of our natural resources. Safety provisions on this project are the responsibility of the permittee. The Commission recommends the constructed side slopes on the pond are not steeper than 5:1 (5 foot horizontal to 1 foot vertical) in the interest of water safety and wildlife.
- 3) Restoration on all disturbed areas must be accomplished within 72 hours after grading is completed. Seed and mulch requirements must meet current Minnesota Department of Transportation or Minnesota Board of Water and Soil Resources standard specifications. Control of weeds is the responsibility of the Permittee. Seed and vegetation maintenance suggestions are attached.
- 4) Construction of the pond and disposal of material must not block or interfere with any existing drainage conveyance systems.
- 5) Unless otherwise noted, if this permit is for excavation within an existing wetland area, the following conditions must be adhered to:
 - a. All material excavated must be placed outside of any wetland areas
 - b. The excavation must not exceed 2 meters (6 feet 6 inches).
 - c. No excavation can take place within the permanently and semi-permanently flooded area of a type 3, 4 or 5 wetland.
- 6) This permit does not obviate any requirement for Federal assent from the U.S. Corps of Engineers, 1135 U.S. Post Office and Custom House, St. Paul, MN 55101 or the Minnesota Department of Natural Resources, 1200 Warner Road, St. Paul, MN 55106.
- 7) This permit is permissive only and shall not release the permittee from any liability or obligation imposed by Federal Law, Minnesota Statutes or local Ordinances relating to their work.
- 8) No changes shall be made, without written permission previously obtained from The Pioneer-Sarah Creek Watershed Commission.
- 9) This permit may be terminated by the Pioneer-Sarah Creek Watershed Commission at any time deemed necessary for the interest of public health and welfare, or for violation of any of the provisions of this permit or approved grading and erosion control plans.
- 10) Soil erosion must be controlled at all times. Failure to control erosion may result in an order to stop work until the appropriate measures are established. All erosion control must be in place and working order before site-grading activities begin.



Top View Sketch of Pond Shape, Height and Width



Side View Sketch of Pond Depth and Side Slope

Minnesota Wetland Conservation Act **Notice of Decision**

Address

Pioneer-Sarah Creek Watershed Management Commission.		Technical Of Department of 701 Fourth A Minneapolis, Administrativ 3235 Fernbro Plymouth, M	f Environr venue Sou MN 5541 ve Office: ok Lane	mental Services th, Suite 700	
1. F	PROJECT INF	ORMATIO	N		
Applicant Name Renee Topoluk	Project Name 8953 Whisper Greenfield, M		il	Date of Application June 28, 2019	Application Number 2019-04W
Attach site locator map.					
Type of Decision:					
☐ Wetland Boundary	No-Loss	⊠ Exemp	tion	☐ Seque	ncing
	Plan	В	anking Pla	an (road replac	ement)
Technical Evaluation Panel Findings a	nd Recommendat	tion (if any):			
⊠ Approve	Approve wit	h conditions			☐ Deny
2. LOCAL	GOVERNME	NT UNIT D	ECISIO	N	
Date of Decision: July 23, 2019					
Approved Approved	oproved with con-	ditions (includ	le below)	☐ De	enied
LGU Authorized Signature:					
Signing and mailing of this completed Subp. 5 provides notice that a decision specified above. If additional details and are available from the LGU upon	n was made by the on the decision extracts.	ne LGU under xist, they have	the Wetla	and Conservati	on Act as
Name James C. Kujawa		Title Technical Ad	visor to t	he Commissio	on
Signature J.		Date 7/23/19	612-348	fumber and E-r -7338 aujawa@henne	

Local Government Unit (LGU)

LGU Findings and Conclusions (attach additional sheets as necessary):

Note; See attached findings and decision for complete review/findings and conclusions. Summary;

This is an existing 7.7-acre residential lot located at 8953 Whisper Creek Trail approximately ¼ of a mile south of CR10. A resource protection order was issued to the landowner by the DNR on May 22, 2019 for wetland fill without a permit. A subsequent inspection determined 4,062 sq. ft. of fill had been placed in an existing wetland on this property. The landowner voluntarily decided to remove the fill. At the same time, a request for a pond excavation permit and a 400 sq. ft. de minimis exemption from the Commission was applied for.

The PSCWMC Approves this wetland replacement plan/exemption and pond excavation permit as follows;

- 1) Removal of 4,062 sq. ft. of fill to the pre-construction footprint condition as shown in the attached findings.
- 2) Pond excavation is allowed as per the pond excavation permit conditions in the attached findings.
- 3) An exemption of up to 400 sq. ft. of fill is allowed

THIS DECISION ONLY APPLIES TO THE MINNESOTA WETLAND CONSERVATION ACT. Additional approvals or permits from local, state, and federal agencies may be required. Check with all appropriate authorities before commencing work in or near wetlands.

Applicants proceed at their own risk if work authorized by this decision is started before the time period for appeal (30 days) has expired. If this decision is reversed or revised under appeal, the applicant may be responsible for restoring or replacing all wetland impacts.

This decision is valid for three years from the date of decision unless a longer period is advised by the TEP and specified in this notice of decision.

3. APPEAL OF THIS DECISION

Pursuant to MN Rule 8420.0905, any appeal of this decision can only be commenced by mailing a petition for appeal, including applicable fee, within thirty (30) calendar days of the date of the mailing of this Notice to the following as indicated:

Check one:

Appeal of an LGU staff decision. Send	Appeal of LGU governing body decision.
petition and \$0 fee (if applicable) to:	Send petition and \$500 filing fee to:
Pioneer-Sarah Creek Watershed Management	Executive Director
Commission	Minnesota Board of Water and Soil Resources
Administrative Office:	520 Lafayette Road North
3235 Fernbrook Lane	St. Paul, MN 55155
Plymouth, MN 55447	2.0.1.000, 1.11.1.00.100

4. LIST OF ADDRESSEES

SWCD TEP member: (email only) Stacey Lijewski, Stacey. Lijewski@co.hennepin.mn.us
BWSR TEP member: (email only) Ben Carlson. ben.carlson@state.mn.us
LGU TEP member (if different than LGU Contact):
DNR TEP member:
□ DNR Regional Office (email only) Becky. Horton@state.mn.us
WD or WMO (if applicable):
Applicant (notice only) and Landowner (email only) topoluk@tcfbank.com
Members of the public who requested notice (notice only):
City of Greenfield, (email only) Margaret Webb <u>mwebb@ci.greenfield.mn.us</u>
Corps of Engineers Project Manager (email only) <u>mvp-reg-inquiry@usace.army.mil</u>
BWSR Wetland Bank Coordinator (wetland bank plan applications only)

5. MAILING INFORMATION

- For a list of BWSR TEP representatives: www.bwsr.state.mn.us/aboutbwsr/workareas/WCA areas.pdf
- For a list of DNR TEP representatives: www.bwsr.state.mn.us/wetlands/wca/DNR TEP contacts.pdf

➤ Department of Natural Resources Regional Offices:

NW Region:	NE Region:	Central Region:	Southern Region:
Reg. Env. Assess. Ecol.	Reg. Env. Assess. Ecol.	Reg. Env. Assess.	Reg. Env. Assess. Ecol.
Div. Ecol. Resources	Div. Ecol. Resources	Ecol.	Div. Ecol. Resources
2115 Birchmont Beach Rd.	1201 E. Hwy. 2	Div. Ecol. Resources	261 Hwy. 15 South
NE	Grand Rapids, MN	1200 Warner Road	New Ulm, MN 56073
Bemidji, MN 56601	55744	St. Paul, MN 55106	

For a map of DNR Administrative Regions, see: http://files.dnr.state.mn.us/aboutdnr/dnr regions.pdf

For a list of Corps of Project Managers: www.mvp.usace.army.mil/regulatory/default.asp?pageid=687 or send to:

> US Army Corps of Engineers St. Paul District, ATTN: OP-R 180 Fifth St. East, Suite 700 St. Paul, MN 55101-1678

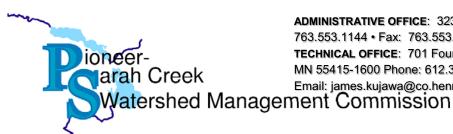
For Wetland Bank Plan applications, also send a copy of the application to:

Minnesota Board of Water and Soil Resources

Wetland Bank Coordinator 520 Lafayette Road North St. Paul, MN 55155

6. ATTACHMENTS

In addition to the site locator map, list any other attachments:	
☐ Topoluk Pond Excavation, Wetland Exemption and No-Loss Determination Greenfield,	
Project 2019-04W	
$ \square $	



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

763.553.1144 • Fax: 763.553.9326 • Email: judie@jass.biz

TECHNICAL OFFICE: 701 Fourth Street South, Suite 700, Minneapolis,

MN 55415-1600 Phone: 612.348.7338 • Fax: 612.348.7338 •

Email: james.kujawa@co.hennepin.mn.us

Topoluk Pond Excavation, Wetland Exemption and No-Loss Determination Greenfield, Project 2019-04W

Project Overview: This is an existing 7.7-acre residential lot located at 8953 Whisper Creek Trail approximately \(\frac{1}{4} \) of a mile south of CR10. A resource protection order was issued to the landowner by the DNR on May 22, 2019 for wetland fill without a permit. A subsequent inspection determined 4,062 sq. ft. of fill had been placed in an existing wetland on this property. The landowner voluntarily decided to remove the fill. At the same time, a request for a pond excavation permit and a 400 sq. ft. de minimis exemption from the Commission was applied for. This review will be for compliance to the Pioneer Sarah Creek Watershed Commission's Rule G, Wetland Alteration and to the 1991 Wetland Conservation Act.

Applicant: Renee Topoluk, 8953 Whisper Creek Trail, Greenfield, MN 55373. Phone: 763-477-5091. Email; topoluk@tcfbank.com

Exhibits:

- 1) PSCWMC Request for Plan Review received June 28, 2019.
- 2) PSCWMC project file for Meadows at Whisper Creek (2003-033)
- 3) Resource Protection Notification F890592914201 dated May 22, 2019.
- 4) Certificate of Survey, Smuckler Architects
- 5) GPS fill assessment by staff. Determined June 13, 2019.
- 6) BWSR WCA Rules Chapter 8420.

Findings:

- 1) A complete application was received on June 26, 2019. The initial 60-day decision period per MN 15.99 expires on August 25, 2019.
- 2) The wetland boundaries and types were approved and noticed by the PSCWMC, per WCA requirements, under project 2003-22 in 2003.
- 3) The extent of the 2003 wetland boundary and its impacts were verified by staff and surveyed by GPS on June 13, 2019.
 - a. 4,062 sq. ft. of wetland was filled.
- 4) The applicant is requesting the PSCWMC approve:

- a. Restoration plan which includes
 - i. Re-excavating 4,062 sq. ft. of the wetland to its pre-excavation elevations by the applicant
 - ii. Over excavate the wetland to construct an open water (type 3 / 4) pond by the applicant in the restored wetland area, and
 - iii. Provide an exemption to fill up to 400 sq. ft. or less as allowed in the WCA rules under a de minimis exemption.
- 5) The PSCWMC has been authorized by the City of Greenfield to be the LGU (local government unit) in charge of administering the MN Wetland Conservation Act within their jurisdictional boundary.
- 6) To assist with their decision the proposed restoration plan, exemption and pond excavation permit was provided to the wetlands technical evaluation panel (BWSR and Hennepin SWCD wetland experts) for their comments. The TEP did not have any issues with the restoration plan, pond excavation or de-minimis exemption under these circumstances.

Restoration Plan.

- 1) MN WCA Rules that pertain to this application are:
 - a. Replacement requirements-8420.0900 Enforcement Procedures.
 - i. 'A restoration order must be rescinded if a landowner or responsible party obtains approval of an after-the fact replacement plan, exemption or no-loss from the local government unit.'
 - 1. This application for replacement, if approved, will meet the terms of this rule.
 - b. Pond Excavations- 8420.0105 Scope,
 - i. 'This chapter regulates the draining or filling of wetlands, wholly or partially and excavation in the permanently and semi-permanently flooded areas of type 3, 4 or 5 wetlands.'
 - 1. This wetland was originally classified as a type 1/type 2-wetland basin in 2003.
 - 2. Excavations in a type 1/ type 2 wetland do not fall within the scope of the wetland conservation act as long as the wetland is not converted to a non-wetland.
 - c. No-Loss Criteria, 8420.0415,
 - i. No-loss means no permanent loss of, or impact to, wetlands from an activities that qualify for a no-loss criteria. and
 - 1. The restoration of the wetland base to its pre-violation size along with the de minimis exemption and a pond excavation, in totality constitute a no-loss under this rule.

Topoluk Wetland (2019-04W) Greenfield July 22, 2019

- d. De Minimis exemption 8420.0420 Exemption Standards.
 - i. 400 sq. ft. of impacts in a type 1, 2 or 6 wetland basin, outside of the shoreland district within the 11- county metropolitan area.
 - 1. Filling of up to 400 sq. ft. in this specific basin will meet the definition of de minimis and is s allowed under this exemption standard.

<u>Decision:</u> Approval of the Wetland Replacement Plan as follows;

- 1) Removal of 4,062 sq. ft. of fill to the pre-construction footprint condition as shown on the attached site maps.
- 2) Pond excavation is allowed as per the attached pond excavation permit conditions.
- 3) An exemption of up to 400 sq. ft. of fill is allowed

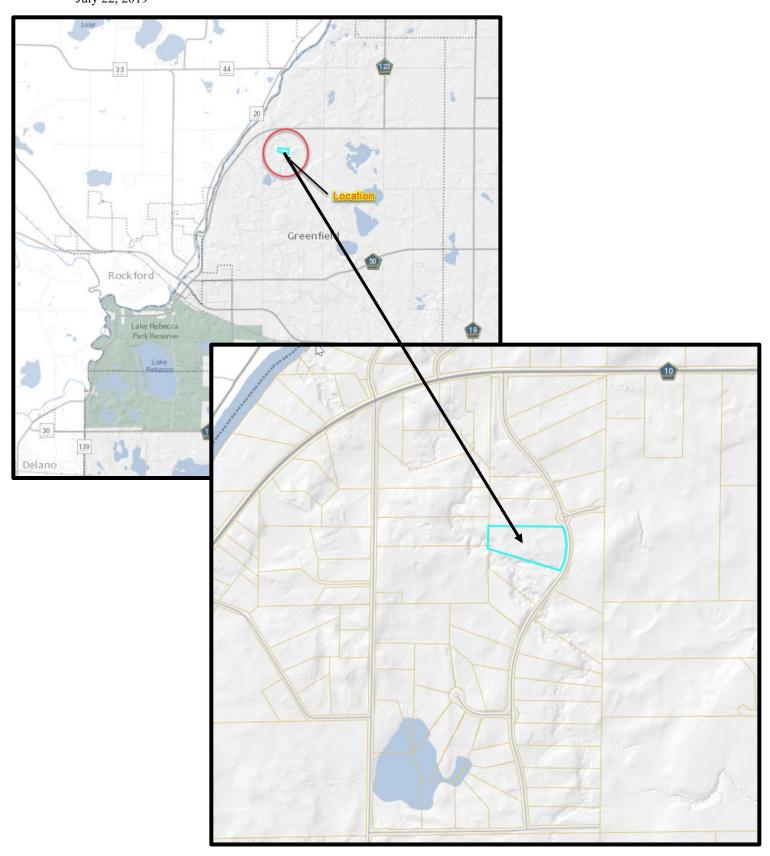
Hennepin County Department of Environmental Services

Advisor to the Commission

James C. Kujawa,

Water Quality Specialist

July 23, 2019 Date





Page 5 of 5

Pioneer-Sarah Creek Watershed Management Commission Pond Excavation Permit

Applicant: Renee Topoluk Phone: 763-477-5091

Address: 8953 Whisper Creek Trail, Greenfield, MN 55373

Project Location: same
Project Number: 2019-04W

Date of Issue: July 23, 2019 By: James Kujawa, Technical Advisor to the Commission

Findings:

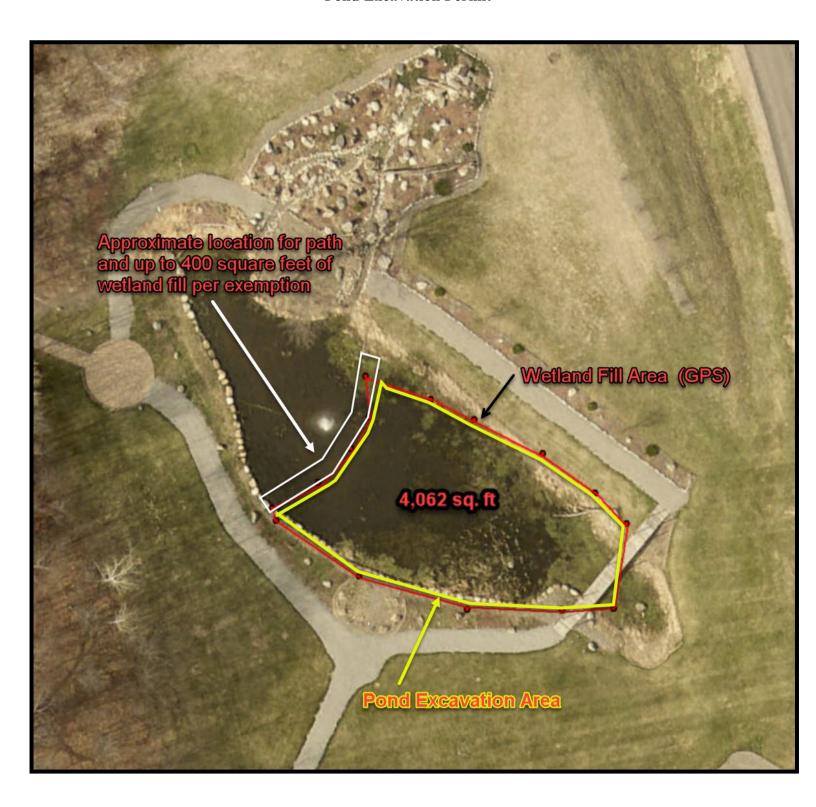
1) This pond will be excavated on the same footprint as the 4,062 sq. ft. area of wetland filled on this site that is in violation of the MN Wetland Conservation Act. It is a component of the replacement plan as required from the violation. Additionally a 400 sq. ft. exemption will be allowed within the wetland basin per the approved findings dated July 23, 2019.

- 2) All excavated material will be hauled off site.
- 3) This pond excavation is allowed under the MN Wetland Conservation Act because;
 - a. This wetland was originally classified as a type 1/type 2-wetland basin in 2003. It had been previously excavated by the former landowner.
 - b. Excavations in a type 1/ type 2 wetland do not fall within the scope of the wetland conservation act as long as the wetland is not converted to a non-wetland.

Conditions:

- 1) This pond excavation permit is valid for one year from the date of issuance.
- 2) The Pioneer-Sarah Creek Watershed Commission grants this permit in the interest of wildlife and conservation of our natural resources. Safety provisions on this project are the responsibility of the permittee. The Commission recommends the constructed side slopes on the pond are not steeper than 5:1 (5 foot horizontal to 1 foot vertical) in the interest of water safety and wildlife.
- 3) Restoration on all disturbed areas must be accomplished within 72 hours after grading is completed. Seed and mulch requirements must meet current Minnesota Department of Transportation or Minnesota Board of Water and Soil Resources standard specifications. Control of weeds is the responsibility of the Permittee.
- 4) Construction of the pond and disposal of material must not block or interfere with any existing drainage conveyance systems.
- 5) Unless otherwise noted, if this permit is for excavation within an existing wetland area, the following conditions must be adhered to:
 - a. All material excavated will be hauled off site.
 - b. The excavation must not exceed 2 meters (6 feet 6 inches).
 - c. No excavation can take place within the permanently and semi-permanently flooded area of a type 3, 4 or 5 wetland.
- 6) This permit does not obviate any requirement for Federal assent from the U.S. Corps of Engineers, 1135 U.S. Post Office and Custom House, St. Paul, MN 55101 or the Minnesota Department of Natural Resources, 1200 Warner Road, St. Paul, MN 55106.
- 7) This permit is permissive only and shall not release the permittee from any liability or obligation imposed by Federal Law, Minnesota Statutes or local Ordinances relating to their work.
- 8) No changes shall be made, without written permission previously obtained from The Pioneer-Sarah Creek Watershed Commission.
- 9) This permit may be terminated by the Pioneer-Sarah Creek Watershed Commission at any time deemed necessary for the interest of public health and welfare, or for violation of any of the provisions of this permit or approved grading and erosion control plans.
- 10) Soil erosion must be controlled at all times. Failure to control erosion may result in an order to stop work until the appropriate measures are established. All erosion control must be in place and working order before site-grading activities begin.
- 11) The PSCWMC must be contacted to approve the work once it is completed.

Pioneer-Sarah Creek Watershed Management Commission Pond Excavation Permit





ADMINISTRATIVE OFFICE: 3235 Fernbrook Lane N • Plymouth, MN 55447 763.553.1144 • Fax: 763.553.9326 • Email: judie@jass.biz TECHNICAL OFFICE: 701 Fourth Street South, Suite 700, Minneapolis,

MN 55415-1600 Phone: 612.348.7338 • Fax: 612.348.7338 •

Email: james.kujawa@co.hennepin.mn.us

Green Acres East Greenfield, Project #2019-05

Project Overview: This is a six-lot residential subdivision proposed on a 34-acre agriculture parcel (PID 2411924130004) at Schendel Lake Drive and Pioneer Trail. During the construction of the public street on this project, 3,913 sq. ft. of wetland is proposed to be filled. This project will be reviewed for the Commission's Third Generation Watershed Management Plan rules on stormwater standards (Rule D), Erosion and Sediment Control (Rule E), Wetland Alteration (Rule G) and Buffer Strips (Rule I)

Applicant: ManM, LLC, attention Nate Kariniemi, 19927 Larkin Road, Corcoran, MN 55340. Phone: 763-300-6618. Email; natekariniemi@hotmail.com

Agent/Engineer: Anderson Engineering of MN LLC, attention Robert Swanson, 13605 1st Ave. N., Suite 100, Plymouth, MN 55441. Phone: 763-412-4021. Email: rswanson@ae-mn.com

Exhibits:

- 1) PSCWMC Request for Plan Review with fee of \$2,450, received June 5, 2019.
- 2) Wetland Replacement Plan for Green Acres East by Anderson Engineering dated June 3, 2019.
 - a. Applicant signature (part five) and applicant information (part one) received via email June 14, 2019.
 - b. PSCWMC Project File, 2018-05W, Wetland Delineation Review for Bluewater Builders.
- 3) Incomplete application notices (emails) from PSCWMC to applicant dated May 2, 2019 and June 11, 2019.
- 4) Preliminary Plat, Green Acres East, sheet C1 by Anderson Engineering dated April 4, 2019, latest revision date of May 31, 2019.
- 5) Green Acres East Stormwater Management Plan by Anderson Engineering dated April 4, 2019, revised June 4, 2019.

Findings;

- 1) A complete application was received on June 14, 2019. The initial 60-day decision deadline for the PSCWMC is August 13, 2019.
- 2) The current site area is 34.2 acres zoned as rural residential. It is approximately 20 acres of cropland and 14 acres of wetland/grassland/tree farm.
- 3) The application is proposing to subdivide the parcel into six single-family residential lots approximately 5 acres each. Although grading is proposed on the Preliminary Plat, notes

on the plat state '<u>Future lot owners shall be responsible for individual lot permitting and individual lot construction features shown. Including house pads, driveways, private wells, private septic fields, infiltration basins and potential wetland mitigations.</u>'

Stormwater Management (Rule D)

- 4) This site plan will ultimately disturb 8,9 acres of land and create 2.18 acres of new impervious areas.
- 5) In field drainage flow patterns before and after construction do not match the HydroCad design. The following items need to be rectified;
 - a. Because there is a broad crested weir overflow (elevation 914.5±) between the central wetland and the NW wetland, these will have to be modeled as separate ponds with separate 100 year elevations.
 - b. A new culvert at the driveway will control the wetland area north of Lot 1, Block 1 after development. HydroCad must design this area as a separate ponding basin after construction to ensure drainage characteristics remain the same after the culvert is installed.
 - c. The post development outlet control on the SW wetland (pond 3) is not shown on the site plan. This ponding area will need to be modeled appropriately with a 100-year elevation determined.
 - d. Post development 100-year elevations must be provided on each ponding basin.
- 6) Six infiltration basins (one on each lot) are proposed to meet the Commission's abstraction, phosphorus and total suspend solids requirements.
 - a. New impervious areas on this site will be 2.18 acres.
 - i. 8,075 cubic feet of abstraction is required for compliance to the Commissions requirements.
 - ii. The total infiltration will be 11,809 cubic feet based on the current design.
 - iii. Six infiltration basins (one on each lot) are proposed to handle abstraction standards.
 - iv. The assumed infiltration rate for the soil on site is 0.2"/hour.
 - b. There are limitations on the infiltration basin designs that will need clarification before they can be considered in compliance with the MPCA and PSCWMC standards. Because the applicant hinges his abstraction, nutrient and TSS load reductions requirements to be met by the treatment in the infiltration basins, this increases the risk the city and watershed assumes in order for these basins to be in compliance to their rules and standards. Additional information and clarification must include;
 - i. Specific double ring infiltrometer infiltration testing is necessary on each basin to determine actual infiltration rates. MPCA design guidelines use ½ the actual double ring infiltrometer rate to design the long term infiltration of the basin.
 - ii. On site soils have water table depths between 0 and 6". MPCA requires 3.0' separation between the bottom of the basin and the water table.

- iii. The assumptions that each individual lot builder will install the infiltration basin at the time the home is built is problematic. Technically it is not prohibited by our rules and standards but the city and watershed should take into account some of the following:
 - 1. How will the city ensure they are installed per the design when the house is built?
 - 2. Will these basins be disclosed to the potential homeowners before the lot is purchased?
 - 3. Will the homeowners understand the function, operation and maintenance requirements for the basin?
 - 4. Will the city consider extra escrows from the developer to ensure these are constructed per site plans?

Wetland Buffers (Rule I)

7) Buffer layout and monumentation are needed on the site plans. Buffers must be 25' average and 10' minimum in width.

Wetland Alteration (Rule G)

- 8) It appears that the impact to wetland 3 can be avoided by routing the street into the existing Schendel Lake Drive ROW after it gets past the SW wetland. Sequencing analysis to that effect must be provided as part of the wetland replacement plan application. (see page 7 of 7)
- 9) Grading plans show wetland impacts from driveway construction on Lot 1, Block 1. These impacts were not part of the wetland replacement plan submittal to the PSCWMC and will not be approved unless revised plans are submitted with the impacts accounted for. In addition, the current grading plan cannot be approved showing these impacts. Easements and buffers are required on all wetland basins where grading and wetland replacement will not occur. (see page 7 of 7)

Grading and Erosion Controls (Rule E)

- 10) Grading is shown within the ROW of Schendel Lake Drive. Permission from the appropriate landowner is necessary for this work.
- 11) Portions of the grading along the ROW of Schendel Lake Drive are shown as 2:1. Slopes greater than 3:1 are not considered structurally stable unless specifically addressed and approved by an engineer. Although this is not a requirement of the PSCWMC, we recommend the City of Greenfield consider this for the long term stability of the roadway.
- 12) Grading and erosion controls do not meet the Commission's standards. The following minimum items will be required on the site plans;
 - a. Double silt fence were wetlands are along the edge of the grading limits.
 - b. Culvert inlet and outlet protections
 - c. Erosion control fabric on slopes steeper than 4:1.
 - d. Channel erosion protection in the ditch sections of Schendel Lake Drive.

Floodplain Alteration (Rule F)

13) There are no floodplains within this parcel per the FEMA National Flood Layer Maps dated 8/27/18.

Recommendation: None at this time. Site plans do not meet the Commission's standards.

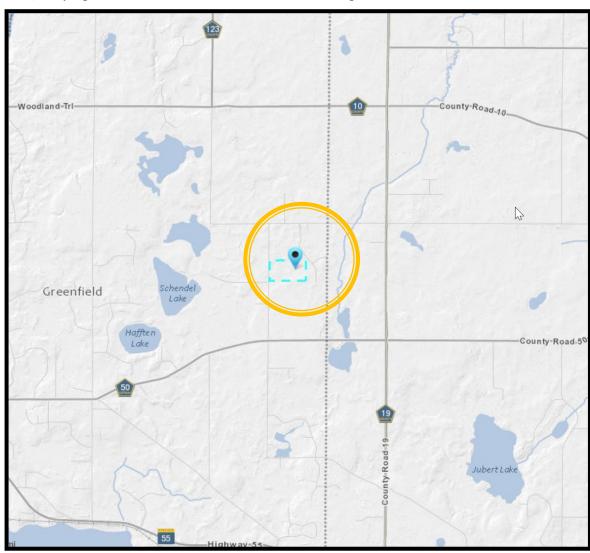
Hennepin County Department of Environmental Services Advisor to the Commission

James C. Kujawa,

Water Quality Specialist

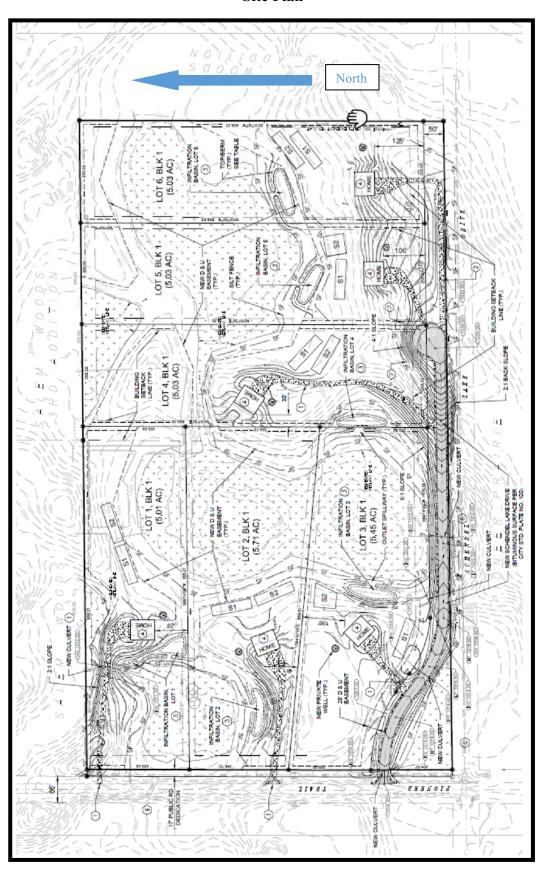
June 27, 2019 Date

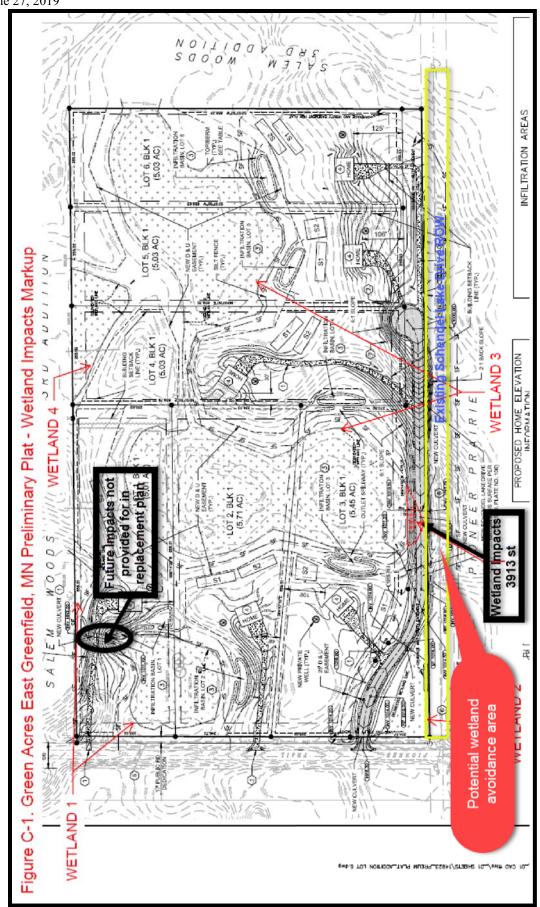
Location Map





Site Plan





Page 7 of 7

Minnesota Wetland Conservation Act Notice of Application – Amendment 1*

Local Government Unit (LGU)	Address
Pioneer-Sarah Creek Watershed	c/o JASS
	3235 Fernbrook Lane,
Management Organization	Plymouth, MN 55447

1. PROJECT INFORMATION Date of Application Applicant Name Project Name Application ManM LLC June 14, 2019 Number PID 2411924130004 19927 Larkin Road. 2019-05 **Green Acres East,** *Amendment dated Corcoran, MN 55340 August 1, 2019. Greenfield Type of Application (check all that apply): Wetland Boundary or Type No-Loss Exemption ⊠ Sequencing Replacement Plan Banking Plan Summary and description of proposed project (attach additional sheets as necessary): This replacement plan corresponds to Hennepin County PID#:2411924130004. Wetlands were previously delineated by Anderson Engineering and approved by Pioneer-Sarah Creek WMO. 3,913 square feet (0.0898 acre) of Wetland 3 will be impacted to construct a public access road to four of the new lots proposed in this subdivision. 2:1 replacement is proposed through the BWSR wetland bank. 1:1 from bank account 1546 (Ball wetland bank in Greenfield) and 1:1 from bank account 1542 (Imdieke-Stamer bank in Stearns County). See attached wetland replacement plan by Anderson Engineering dated June 14, 2019 *PSC staff requested additional avoidance information on the impacts to wetland 3. The main concern was why the road could not be constructed into the existing ROW along this south property line, thus avoiding any impacts to the wetland. This amended replacement plan dated August 1, 2019, addresses this concern.

2. APPLICATION REVIEW AND DECISION

Signing and mailing of this completed form to the appropriate recipients in accordance with 8420.0255, Subp. 3 provides notice that an application was made to the LGU under the Wetland Conservation Act as specified above. A copy of the application is attached. Comments can be submitted to:

Name and Title of LGU Contact Person	Comments must be received by (minimum 15
James C. Kujawa	business-day comment period):
Technical Advisor to the Commission	July 15, 2019 *August 21, 2019
Address (if different than LGU)	Date, time, and location of decision:
	July 18, 2019 *September 18, 2019-6:00
	p.m., Discovery Center, 5050 Independence
	St., Maple Plain, MN 55359
Phone Number and E-mail Address	Decision-maker for this application:
612-348-7338	Staff
james.kujawa@co.hennepin.mn.us	Governing Board or Council

Signature: _______ Date: <u>June 18, 2019 August 1, 2019</u>

BWSR Forms Page 1 of 2

3. LIST OF ADDRESSEES

SWCD TEP member: (email only) Stacey. Lijewski@co.hennepin.mn.us
BWSR TEP member: (email only) ben.carlson@state.mn.us
LGU TEP member (if different than LGU Contact):
DNR TEP member:
NR Regional Office (if different than DNR TEP member) Becky.Horton@state.mn.us
☐ WD or WMO (if applicable):
Applicant (notice only) and Landowner; and consultant, bhodapp@ae-mn.com
natekariniemi@hotmail.com
Members of the public who requested notice (notice only): City of Greenfield, Margaret Webb,
mwebb@ci.greenfield.mn.us
Corps of Engineers Project Manager (notice only) <u>mvp-reg-inquiry@usace.army.mil</u>
BWSR Wetland Bank Coordinator (wetland bank plan applications only)

4. MAILING INFORMATION

For a list of BWSR TEP representatives: www.bwsr.state.mn.us/contact/WCA areas.pdf

For a list of DNR TEP representatives: www.bwsr.state.mn.us/wetlands/wca/DNR_TEP_contacts.pdf

➤ Department of Natural Resources Regional Offices:

NW Region:	NE Region:	Central Region:	Southern Region:
Reg. Env. Assess. Ecol.	Reg. Env. Assess. Ecol.	Reg. Env. Assess.	Reg. Env. Assess. Ecol.
Div. Ecol. Resources	Div. Ecol. Resources	Ecol.	Div. Ecol. Resources
2115 Birchmont Beach Rd. NE	1201 E. Hwy. 2	Div. Ecol. Resources	261 Hwy. 15 South
Bemidji, MN 56601	Grand Rapids, MN	1200 Warner Road	New Ulm, MN 56073
	55744	St. Paul, MN 55106	·

For a map of DNR Administrative Regions, see: http://files.dnr.state.mn.us/aboutdnr/dnr regions.pdf

For a list of Corps of Project Managers: www.mvp.usace.army.mil/regulatory/default.asp?pageid=687 or send to:

US Army Corps of Engineers St. Paul District, ATTN: OP-R 180 Fifth St. East, Suite 700 St. Paul, MN 55101-1678

For Wetland Bank Plan applications, also send a copy of the application to:

Minnesota Board of Water and Soil Resources Wetland Bank Coordinator

520 Lafayette Road North
St. Paul, MN 55155
5. ATTACHMENTS
In addition to the application, list any other attachments:
Wetland Replacement Plan, Green Acres East by Anderson Engineering dated June 14, 2019
◯ Wetland Replacemetn Plan, Green Acres East by Anderson Engineering dated August 1,
2019.

BWSR Forms 7-1-10 Page 2 of 2







WETLAND REPLACEMENT PLAN

GREEN ACRES EAST
PIONEER TRAIL &
SCHENDEL LAKE DRIVE
GREENFIELD, MINNESOTA

AUGUST 1, 2019 AE JOB NO. 14923



ANDERSON

13605 1st Avenue North #100, Plymouth, MN 55441 **P** 763.412.4000 **F** 763.412.4090



PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name: Nathan Kariniemi – Manm, LLC **Mailing Address:** 19927 Larkin Road, Corcoran, MN 55340

Phone: (763) 300-6618

E-mail Address: natekariniemi@hotmail.com

Authorized Contact (do not complete if same as above):

Mailing Address:

Phone:

E-mail Address:

Agent Name: Anderson Engineering of MN, LLC – Ben Hodapp

Mailing Address: 13605 1st Ave North, Suite 100, Plymouth, MN 55441

Phone: 763-412-4000

E-mail Address: bhodapp@ae-mn.com

PART TWO: Site Location Information

County: Hennepin City/Township: Greenfield

Parcel ID and/or Address: 2411924130004

Legal Description (Section, Township, Range): S. 24, Twp. 119N, R. 24W

Lat/Long (decimal degrees): 45.102786°/-93.653014°

Attach a map showing the location of the site in relation to local streets, roads, highways.

Approximate size of site (acres) or if a linear project, length (feet): 34.22 acres

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform 4345 2012oct.pdf

PART THREE: General Project/Site Information

If this application is related to a delineation approval, exemption determination, jurisdictional determination, or other correspondence submitted *prior to* this application then describe that here and provide the Corps of Engineers project number.

Describe the project that is being proposed, the project purpose and need, and schedule for implementation and completion. The project description must fully describe the nature and scope of the proposed activity including a description of all project elements that effect aquatic resources (wetland, lake, tributary, etc.) and must also include plans and cross section or profile drawings showing the location, character, and dimensions of all proposed activities and aquatic resource impacts.

The project proponent is in the process of platting a six-lot subdivision (Green Acres East) located northeast of the intersection of Schendel Lake Drive and Pioneer Trail in the City of Greenfield, Hennepin County. Concurrent with this application, the proponent is in the process of obtaining city approval for the development. Prior to approval, the city is requiring construction of an access road, construction of stormwater infiltration basins, and approval for wetland fill impacts from Pioneer-Sarah Creek WMO. The **purpose** of the proposed access road is so interior lots within the subdivision have a connection to city streets. The proposed project is **needed** to maintain connection to existing Schendel Lake Drive to the west and preserve future connection to Fern Lane to the east. Wetland impact is unavoidable due to construction of the proposed access road.

This wetland replacement plan is limited to grading and construction for the access road. Grading for the infiltration basins will not impact wetlands. Construction of the access road would commence pending necessary approvals, but is anticipated in September 2019.

Wetlands were previously delineated by Anderson Engineering and a wetland type/delineation concurrence final notice of determination was issued on June 21, 2018 by Pioneer-Sarah Creek WMO (application number 2018-05W). Approximately 3,913 square feet (0.0898 acre) of the south portion of Wetland 3 is anticipated to be unavoidably impacted. See Attachment A for a discussion of avoidance and minimization strategies. See Attachment B for mitigation strategies. See Attachment C, Figure C-1 for the proposed road project plan and profile drawing. See Attachment C, Figure C-2 for the proposed road profile.

PART FOUR: Aquatic Resource Impact¹ Summary

If your proposed project involves a direct or indirect impact to an aquatic resource (wetland, lake, tributary, etc.) identify each impact in the table below. Include all anticipated impacts, including those expected to be temporary. Attach an overhead view map, aerial photo, and/or drawing showing all of the aquatic resources in the project area and the location(s) of the proposed impacts. Label each aquatic resource on the map with a reference number or letter and identify the impacts in the following table.

Aquatic Resource ID (as noted on overhead view)	Aquatic Resource Type (wetland, lake, tributary etc.)	drain, or	Impact	Size of Impact ²	Overall Size of Aquatic Resource ³	Existing Plant Community Type(s) in Impact Area ⁴	County, Major Watershed #, and Bank Service Area # of Impact Area ⁵
Wetland 3	Wetland	Fill	Р	0.0898 ac	7.99 ac	Fresh (Wet) Meadow	Hennepin, 18, 7

¹If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".

²Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).

³This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".

¹ The term "impact" as used in this joint application form is a generic term used for disclosure purposes to identify activities that may require approval from one or more regulatory agencies. For purposes of this form it is not meant to indicate whether or not those activities may require mitigation/replacement.

⁵ Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.
If any of the above identified impacts have already occurred, identify which impacts they are and the circumstances associated with each:
N/A
PART FIVE: Applicant Signature
Check here if you are requesting a <u>pre-application</u> consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.
By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.
Signature:
I hereby authorize Anderson Engineering of MN, LLC to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

Attachment A Avoidance and Minimization

Project Purpose, Need, and Requirements. Clearly state the purpose of your project and need for your project. Also include a description of any specific requirements of the project as they relate to project location, project footprint, water management, and any other applicable requirements. Attach an overhead plan sheet showing all relevant features of the project (buildings, roads, etc.), aquatic resource features (impact areas noted) and construction details (grading plans, storm water management plans, etc.), referencing these as necessary:

See Part 3 for a discussion of the purpose and need.

The proposed road cannot be realigned to the north parcel boundary due to the city's desire to maintain connection with existing Schendel Lake Drive to the west and preserve the opportunity for future connection to Fern Lane to the east.

The proposed access road cannot be sited within existing right-of-way located south of the parcel due to the existing east-west alignment of Great River Energy (GRE) utility line. Permanent excavation is not allowed within 25 feet of GRE power pole (see Attachment D). Relocating the utility line is not practicable due to engineering complexity associated with maintaining the integrity of the overall utility line.

Lots are required to be a minimum of five acres each and 4:1 maximum ratio of depth to width, which limit orientation.

See the minimization section for a discussion of water management considerations.

See Attachment C, Figure C-1 for project and construction details including proposed impact, proposed grade and stormwater management. The source of wetland fill material would be determined by the contractor. The type of fill material would be clean granular soils.

Avoidance. Both the CWA and the WCA require that impacts to aquatic resources be avoided if practicable alternatives exist. Clearly describe all on-site measures considered to avoid impacts to aquatic resources and discuss at least two project alternatives that avoid all impacts to aquatic resources on the site. These alternatives may include alternative site plans, alternate sites, and/or not doing the project. Alternatives should be feasible and prudent (see MN Rules 8420.0520 Subp. 2 C). Applicants are encouraged to attach drawings and plans to support their analysis:

An existing road right-of-way is present south of the subject parcel and links Schendel Lake Drive with Fern Lane. Siting the proposed road north of the parcel, or through the parcel is not feasible due to the absence of existing right-of-way on neighboring parcels. Neighboring landowners were unwilling to sell property/grant easement for the road.

The no action alternative was evaluated, but rejected because it did not meet the project's purpose and need. Not constructing the proposed roadway would render the parcel undevelopable.

One alternative evaluated, but not pursued was to reduce the lot acreage by siting the proposed roadway north of the existing right-of-way. This would require an offset between the proposed roadway and Schendel Lake Drive. This option would avoid impacts to the power pole setback and maintain both minimum lot size requirements and connections to adjacent roadways at an offset acceptable to the city. However, approximately 18,829 square feet (0.43 acre) of impact would be inflicted to Wetlands 2 and 3. See Attachment C, Figure C-3 for a sketch of approximate wetland impacts.

The preferred alternative is a variation of the previously evaluated alternative. The right-of-way would expand to include Wetland 2 to an extent that construction of the proposed road or side slopes would not impact the wetland. Approximately 3,913 square feet (0.09 acre) of impact would be inflicted to Wetland 3 type 2 fringe. This adjustment does not conflict with GRE setback requirements and results in a reduction (avoidance) of wetland impacts by 79%, compared to the previously evaluated alternative. Additionally, minimum lot size and connection to Schendel Lake Drive at an offset acceptable to the city would also be met. See Attachment C, Figure C-1 for a drawing of wetland impacts.

Minimization. Both the CWA and the WCA require that all unavoidable impacts to aquatic resources be minimized to the greatest extent practicable. Discuss all features of the proposed project that have been modified to minimize the impacts to water resources (see MN Rules 8420.0520 Subp. 4):

The project set out to minimize wetland impacts to the extent feasible. As previously discussed, possible wetland impacts along the southern boundary of the project area were minimized to Wetland 3. Erosion control BMPs including the use of double silt fencing and infiltration basins with grass-lined spillway would be utilized during site grading activities to reduce the risk of erosion.

A culvert was placed north of Wetland 2 to preserve hydrologic inputs from the watershed to the north; no impacts are proposed that would limit inputs from the watershed to the south.

To reduce unavoidable impact to Wetland 3, the proposed road slopes were increased to 4:1, the maximum slope feasible to meet design requirements. A culvert was placed south of Wetland 3 to preserve hydrologic inputs from the watershed to the south.

Off-Site Alternatives. An off-site alternatives analysis is not required for all permit applications. If you know that your proposal will require an individual permit (standard permit or letter of permission) from the U.S. Army Corps of Engineers, you may be required to provide an off-site alternatives analysis. The alternatives analysis is not required for a complete application but must be provided during the review process in order for the Corps to complete the evaluation of your application and reach a final decision. Applicants with questions about when an off-site alternatives analysis is required should contact their Corps Project Manager.

The applicant made attempts to site the proposed roadway/right-of-way that avoided wetland impacts. Adjacent landowners were unwilling to sell property or grant easement for the access road. No other existing right-of-way is present that would maintain a connection between Schendel Lake Drive and Fern Lane.

Attachment B Replacement/Compensatory Mitigation

Complete this part *if* your application involves wetland replacement/compensatory mitigation <u>not</u> associated with the local road wetland replacement program. Applicants should consult Corps mitigation guidelines and WCA rules for requirements.

Replacement/Compensatory Mitigation via Wetland Banking. Complete this section if you are proposing to use credits from an existing wetland bank (with an account number in the State wetland banking system) for all or part of your replacement/compensatory mitigation requirements.

Wetland Bank Account #	County	Major Watershed #	Bank Service Area #	Credit Type (if applicable)	Number of Credits
1546	Hennepin	18	7	Type 2	0.0962
1542	Stearns	18	7	Type 2	0.0834

Applicants should attach documentation indicating that they have contacted the wetland bank account owner and reached at least a tentative agreement to utilize the identified credits for the project. This documentation could be a signed purchase agreement, signed application for withdrawal of credits or some other correspondence indicating an agreement between the applicant and the bank owner. However, applicants are advised not to enter into a binding agreement to purchase credits until the mitigation plan is approved by the Corps and LGU.

WCA- and COE-certified credits will be purchased. See the Agreement for Purchase of Wetland Banking Credits brokered by the Wetland Credit Agency, dated May 30, 2019, following this page.



AGREEMENT FOR PURCHASE OF WETLAND BANKING CREDITS

This Agreement for Purchase of Wetland Banking Credits ("Agreement") is made this 30th day of May, 2019 between Wetland Credit Agency, LLC ("Broker") and Bluewater Builders, Inc. ("Buyer"). (Broker and Buyer are collectively referred to as "Parties").

WETLAND CREDIT ACCOUNT(S)									
Acct. No.	County	Major Watershed	BSA	Account Owner					
1546	Hennepin	18-North Fork Crow	7	Ball ("Seller")					
1542	Stearns	18-North Fork Crow	7	Imdieke-Stamer ("Seller")					

1. Buyer agrees to buy the wetland banking credits ("Credits") listed below:

	CREDITS TO BE SOLD											
Credit Sub- Group ¹	Acres	Wetland Circ. 39 Type ²	Plant Community Type ³	Cost per Acre	Account Number	Total						
A.	0.0962	2	fresh (wet) meadow	\$120,000.00	1546	\$11,544.00						
В.	0.0834	2	fresh (wet) meadow	\$80,000.00	1542	\$6,672.00						
Totals	0.1796					\$18,216.00						

Check here if additional credit sub-groups are part of this account and are listed on an attachment to this document.

A separate credit sub-group shall be established for each wetland or wetland area that has different wetland characteristics.

Circular 39 types: 1, 1L, 2, 3, 4, 5, 6, 7, 8, B, U.

³Wetland plant community type: shallow open water, deep marsh, shallow marsh, sedge meadow, fresh meadow, wet to wet-mesic prairie, calcareous fen, open bog or coniferous bog, shrub-carr/alder thicket, hardwood swamp or coniferous swamp, floodplain forest, seasonally flooded basin. See Wetland Plants and Plant Communities of Minnesota and Wisconsin (Eggers and Reed, 1997) as modified by the Board of Water and Soil Resources, United States Army Corps of Engineers.

2. Statement Regarding Credits:

- a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources ("BWSR") pursuant to Minn. Rules Chapter 8420.0700-.0760.
- b) Seller owns the Credits and has the right to sell the Credits to Buyer.
- 3. Buyer will pay a total of \$18,408.40 for the Credits, as follows:
 - a) \$18,216.00 to be paid on the Closing Date defined and listed below.

Page 1 of 2

- 4. In addition to the fees for the Credits in paragraph 3, Buyer agrees to pay the Withdrawal Fee and Easement Stewardship Fee totaling \$412.00 to Broker as required by BWSR. At closing, Broker will execute a check made out for this amount payable to BWSR.
- 5. The closing of the purchase and sale shall occur on or before August 30th, 2019 ("Closing Date"). The Closing Date may only be extended or changed by written consent of both Parties. Upon payment of the purchase price, Broker attests that Seller has agreed to sign a fully executed Application for Withdrawal of Credits in the form specified by BWSR.
- 6. Buyer shall apply to the appropriate Local Government Unit ("LGU") and any other required regulatory or governmental agency for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the LGU or other regulatory or government agency has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no extension of the Closing Date has been agreed to by the Parties in writing, then either Buyer or Broker may cancel this Agreement by giving written notice to the other at the address identified below. In the event of cancellation by either Party, neither Buyer nor Broker shall have any further obligations to each other and waive any and all claims that they may have against the other under this Agreement and Agreement will be null and void.
- 7. Buyer agrees that Broker is acting in good faith on behalf of a third party Seller, and that if Seller fails to perform under this Agreement, Broker shall have no liability to Buyer and shall not be held responsible for any claims or damages. Buyer waives any and all claims that Buyer has or may have against Broker resulting from this Agreement. Broker shall however refund any monies paid to it by Buyer.
- 8. Buyer further agrees and understands that Broker has made no representations or warranties to Buyer other than as contained herein and agrees and understands that it is Buyer's sole obligation to determine if the proposed replacement plan will be approved, and to seek approval of the proposed replacement plan by all required appropriate governmental regulatory agencies and Buyer waives any and all claims it may have against Broker if the proposed replacement plan is not approved by the required governmental entities or agencies.
- 9. Buyer further agrees that Agreement is not valid until a signed copy is provided to Broker. If Buyer has not forwarded a signed copy to Broker within 7 days after date signed by Broker, Agreement is null and void and neither Buyer nor Broker shall have any further obligations under this Agreement.

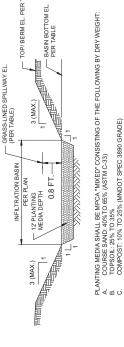
(Signature of Broker) (Date)	(Signature of Buyer)	(Date)
By: Eric Trelstad, Wetland Credit Agency, Inc.	By:	
Its: Owner	Its:	
Address: 12940 Overlook Road	Address:	
Dayton, MN 55327		
612-360-4700		

Project Name and/or Number: 14923 – Bluewater Builders, Inc, Greenfield

Attachment C Plan and Profile

- Figure C-1. Green Acres East Greenfield, MN Wetland Replacement Plan Exhibit
- Figure C-2. City of Greenfield Local Residential Rural Street Typical Profile
- Figure C-3. Wetland Impact Alternative Sketch





INFILTRATION BASIN TYPICAL SECTION

OUTLET (SPILLWAY) ELEV., PER PLAN

STAKED SOD -15' (FLOW-DIRECTION) LENGTH, MINIMUM

O WIRE MESH WITH OOSTS WITH STAPLES. AL FENCE IN AREAS

N DETAIL

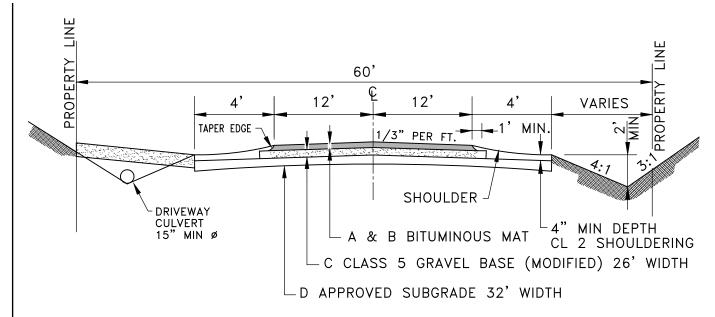
2 GRASS-LINED SPILLWAY SCALE NTS.

3 SCALE: N.T.S.

CALL 48 HOURS BEFORE DIGGING Utilities Underground Location Center



Figure C-2. City of Greenfield Local Residential Rural Street Typical Profile item 05a9-2



	L	EGEND					
AASHTO	R VALUE SIGMA N18	BITUMINOUS	SURFACE	AGGREGATE BASE			
SUBGRADE SOIL CLASS		WEAR 2360***	NON-WEAR 2360***	CLASS 5 OR 6 3138 C*	CLASS 3 OR 4 3138 D*		
A-3 A-4 A-6 A-7	$(R-70 \le 90,000)$ $(R-20 \le 90,000)$ $(R-15 \le 90,000)$ $(R-10 \le 90,000)$ $(R-5 \le 90,000)$	** 1 1/2" 1 1/2" 1 1/2" 1 1/2" 1 1/2"	** 2" 2" 2" 2" 2"	** 6" 6" 6" 6"	- 12" 18" 24"		

- * SUBJECT TO REVIEW BY QUALIFIED SOILS ENGINEER
- ** MINIMUM ALLOWABLE DESIGN THICKNESS
- *** NEW CONSTRUCTION ASPHALT BINDER GRADE = C OVERLAY ASPHALT BINDER GRADE = B

NOTES:

R VALUE IS A MEASURE OF EMBANKMENT SOIL RESISTANCE STRENGTH AS DETERMINED BY THE HVEEM STABILOMETER METHOD

SIGMA N18 VALUE IS THE CUMULATIVE DAMAGE EFFECT OF VEHICLES DURING THE DESIGN LIFE OF A FLEXIBLE PAVEMENT.

NO RECLAIMED ASPHALT PAVEMENTS (RAP) SHALL BE IN THE WEAR COURSE.

RURAL STREET SECTION — 9 TON NO SCALE

APPROVED 6-14-18 REVISED



Greenfield
LIVE•WORK•PLAY

STANDARD PLATE NO. 100



Attachment D

Correspondence
Great River Energy personal communication, April 24, 2019

From: Macmillan, Michelle GRE-MG

To: **Robert Swanson** Subject: **Encroachment Request**

Date: Wednesday, April 24, 2019 12:31:36 PM

Attachments: image001.gif

tm-45a1 Model (1).pdf

Right of Way Variance and Encroachment Application.pdf

TDOG111.pdf

Bob,

I have attached our encroachment variance application along with our transmission division operating guideline (TDOG1111). If you are planning to encroach into the easement with your proposed road you will be required to fill out the attached application and return with the appropriate fee.

Also, we do not allow permanent excavation within 25 feet of a pole and I have attached an exhibit for your reference. If you cannot meet these guidelines, you have the option to install a culvert at each pole location that is a minimum of 25 feet in length to maintain the 25 ft. undisturbed soil requirement.

Please contact me if you have any questions about the information I have provided.

Michelle MacMillan

Great River Energy Land Rights Department 12300 Elm Creek Boulevard Maple Grove, MN 55369-4718

Direct: 763-445-5984 Main: 763-445-5000 Fax: 763-445-6784 Cell: 612-845-1204

mmacmillan@GREnergy.com







Please consider the environment before you print this e-mail.

NOTICE TO RECIPIENT: The information contained in this message from Great River Energy and any attachments are confidential and intended only for the named recipient(s). If you have received this message in error, you are prohibited from copying, distributing or using the information. Please contact the sender immediately by return email and delete the original message.

PIONEER-SARAH CREEK WATERSHED MANAGEMENT COMMISSION

RESOLUTION NO. 2019-01

RELINQUISHING ITS ROLE AS THE LOCAL GOVERNMENT UNIT TO ADMINISTER THE WETLAND CONSERVATION ACT OF 1991

WHEREAS, the Wetland Conservation Act (WCA) of 1991 was adopted by the Minnesota State Legislature to administer the Wetland Conservation Act Program, and

WHEREAS, the Pioneer-Sarah Creek Watershed Management Commission (Commission) has accepted the authority and administrative responsibility to implement the WCA within the legal boundaries of the Pioneer-Sarah Creek watershed, for the cities of Greenfield, Loretto, and Maple Plain, and

WHEREAS, effective January 1, 2020, the Pioneer-Sarah Creek Watershed Management Commission will no longer retain the services of the Hennepin County Department of Environment and Energy as its technical advisor for development projects within the watershed,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Pioneer-Sarah Creek Watershed Management Commission that:

1. Effective January 1, 2020, the cities of Greenfield, Loretto and that portion of the city Maple Plain within the legal boundary of the Pioneer-Sarah Creek watershed will re-assume the primary LGU responsibilities for administration of the Wetland Conservation Act.

Adopted by the Board of Commissioners of the Pioneer-Sarah Creek Watershed Management Commission this twenty-second day of August, 2019.

	Chair	
ATTEST:		
Recording Secretary		

STATE OF MINNESOTA COUNTY OF HENNEPIN

I, Amy A. Juntunen, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of the Pioneer-Sarah Creek Watershed Management Commission, that I have compared the above resolution with the original passed and adopted by the Board of said Commission at a regular meeting thereof held on the twenty-second day of August, 2019, at 6:00 p.m., that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this twenty-second day of August, 2019.

Amy A. Juntunen
Recording Secretary

(NO SEAL)



Responsive partner. Exceptional outcomes.

August 7th, 2019

Pioneer-Sarah Creek Watershed Management Commission c/o Ms. Judie Anderson Administrative Services 3235 Fernbrook Lane N. Plymouth, MN 55447

RE: Baker Ravine Stabilization Project No. BAK-1903

Dear Ms. Anderson:

I reviewed the eight bids received for this project following the bid opening on Tuesday, August 6, 2019 at 10:00 AM, at the Three Rivers Administrative Building. The low bidder is Minnesota Native Landscapes at \$424,505. The Engineer's estimate for this project is \$462,058.50. There was one math errors in the bid Minnesota Native Landscapes in line 24. The Unit Price did not match the Extension amount. The Extension reflected the Unit price should have been \$80 per TON. In discussing with Josh Hanson at Minnesota Native Landscapes, the unit price was mistakenly written as \$81 per ton and they are willing to honor the extension price reflecting \$80 per TON. The price of the Base Bid will not change by adjusting the unit price to \$80 per TON. The unit prices are within an acceptable range.

Wenck has experience working with Minnesota Native Landscapes on similar projects including previous projects completed with the City of Plymouth. Based on our experience, Wenck believes the Contractor is capable of completing this project as designed and specified.

We recommend that the Pioneer-Sarah Creek Watershed Management Commission award Minnesota Native Landscapes the Baker Ravine Stabilization, Three Rivers Park District Project No. BAK-1903.

Sincerely,

Ed Matthiesen, P.E. Wenck Associates, Inc.

Toll Free 800-472-2232 Main 763-479-4200 Email wenckmp@wenck.com Web wenck.com



Responsive partner. Exceptional outcomes.

August 7th, 2019

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RE: Baker Ravine Stabilization Project No. BAK-1903

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Bid Tabulation_08062019 item 05c-2

Baker Ravine Stabilization - Bid Tabulation

Tuesday, August 06, 2019

							Minnesota Native Landscapes		G.F. Jedlicki, Inc.	
ITEM NO	ITEM	UNIT	QUANTITY	UI	NIT PRICE	ESTIMATED COST	Unit Price	Estimated Cost	Unit Price	Estimated Cost
1	Mobilization and Demobilization	LS	1	\$	19,500.00	\$ 19,500.00	\$17,500.00	\$17,500.00	\$23,400.00	\$23,400.00
2	Construct, Maintain, & Restore Site Access and Staging Areas	LS	1	\$	7,000.00	\$ 7,000.00	\$8,000.00		\$12,500.00	\$12,500.00
3	Temporary Orange Safety Fence	LF	1125	\$	4.00	\$ 4,500.00	\$5.00		\$1.70	\$1,912.50
4	Flotation Silt Curtain Type Moving Water - Maintained	LF	70	\$	35.00	\$ 2,450.00	\$30.00		\$20.00	\$1,400.00
5	Sediment Control Log Type Straw (Or Bioroll) - Maintained	LF	1095	\$	6.00	\$ 6,570.00	\$4.00		\$3.00	\$3,285.00
6	Inlet Protection - Maintained	EA	3	\$	500.00	\$ 1,500.00	\$300.00		\$200.00	\$600.00
7	Culvert Protection - Maintained	EA	3	\$	500.00	\$ 1,500.00	\$500.00	\$1,500.00	\$365.00	\$1,095.00
8	Construct and Maintain Temporary Sediment Basin	EA	1	\$	1,000.00	\$ 1,000.00	\$1,500.00		\$1,750.00	\$1,750.00
9	Street Sweeper (With Pickup Broom)	HR	10	\$	125.00	\$ 1,250.00	\$200.00		\$75.00	\$750.00
10	Tree Clearing & Grubbing	LS	1	\$	25,000.00	\$ 25,000.00	\$71,000.00		\$85,400.00	\$85,400.00
11	Chip and Dispose of all Brush & Logs less than 6"	LS	1	\$	10,000.00	\$ 10,000.00	\$22,000.00		\$26,500.00	\$26,500.00
12	Limb and Move Logs to Splitting Station (Logs >6")	LS	1	\$	10,000.00	\$ 10,000.00	\$10,000.00		\$8,500.00	\$8,500.00
13	Remove & Dispose CMU's and Geogrid	CY	1	\$	50.00	\$ 50.00	\$500.00	\$500.00	\$3,320.00	\$3,320.00
14	Woven ECB, Rolanka BioD-Mat 40	SY	2180	\$	6.00	\$ 13,080.00	\$6.00		\$5.00	\$10,900.00
15	Non-Woven ECB Cat 3 Type Straw 2S (No Poly Netting)	SY	2180	\$	3.00	\$ 6,540.00	\$3.00		\$3.75	\$8,175.00
16	Seeding	AC	0.5	\$	2,500.00	\$ 1,250.00	\$2,000.00		\$4,400.00	\$2,200.00
17	Native Seed Mix	LB	20	\$	50.00	\$ 1,000.00	\$50.00		\$25.00	\$500.00
18	Fescue Seed Mix	LB	100	\$	2.50	\$ 250.00	\$5.00		\$6.00	\$600.00
19	Straw Mulch	TON	2	\$	100.00	\$ 200.00	\$700.00	\$1,400.00	\$350.00	\$700.00
20	Class II Riprap Angular, No Limestone (Veg Riprap Toe)	TON	300	\$	90.00	\$ 27,000.00	\$80.00		\$89.00	\$26,700.00
21	24" to 36" Fieldstone Boulders (Cross Vanes)	TON	110	\$	110.00	\$ 12,100.00	\$90.00	\$9,900.00	\$170.00	\$18,700.00
22	MN DOT Type V, Non-Woven Geotextile Fabric	SY	4920	\$	5.00	\$ 24,600.00	\$4.00	\$19,680.00	\$2.00	\$9,840.00
23	Class III Riprap, Angular, No Limestone (Spillways & Veg Riprap in-channel)	TON	705	\$	90.00	\$ 63,450.00	\$80.00		\$89.00	\$62,745.00
24	Class III Riprap No Limestone (Veg Riprap & Outside Bend Toe Protection)	TON	1800	\$	90.00	\$ 162,000.00	\$80.00	\$144,000.00	\$89.00	\$160,200.00
		·		Tot	al Base Bid	\$ 401,790.00		\$424,505.00		\$471,672.50

 SUBTOTAL
 \$ 401,790.00
 Plus Alternatives
 \$458,305.00
 \$496,402.50

 15% CONTINGENCY
 \$ 60,268.50
 \$462,058.50

ITEM NO	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	I	TOTAL ESTIMATED COST	Unit Price	Estimated Cost	Unit Price	Estimated Cost
	BID Alt #1									
25	Class II Riprap Fieldstone	TON	70	\$ 400.00	\$	28,000.00	\$90.00	\$6,300.00	\$89.00	\$6,230.00
			Т	otal Bid Alt #1	. \$	28,000.00		\$6,300.00		\$6,230.00

ITEM NO	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EST	TOTAL TIMATED COST	Unit Price	Estimated Cost	Unit Price	Estimated Cost
	BID Alt #2									
26	Chip and Deliver all Brush & Logs less than 6" to Three Rivers Park District Nursery Facility	LS	1	\$ 10,000.00	\$	10,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
	<u> </u>	·	Т	otal Bid Alt #2	\$	10,000.00		\$15,000.00		\$12,000.00

ITEM NO	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED COST	Unit Price	Estimated Cost	Unit Price	Estimated Cost
	BID Alt #3								
27	Limb and Move Rootwads and Logs to Crow-Hassen Park Reserve	LS	1	\$ 10,000.00	\$ 10,000.00	\$12,500.00	\$12,500.00	\$6,500.00	\$6,500.00
-			T	otal Bid Alt #3	\$ 10,000.00		\$12,500.00		\$6,500.00

Bid Tabulation_08062019 item 05c-2

Standard Conf	tracting, Inc.	Sunram Cons	truction, Inc.	Blackstone Co	ntractors, Inc.	Northern Lines (Contracting, Inc.	Veit & Cor	mpany, Inc.	Rachel Cont
Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price
\$16,767.00	\$16,767.00	\$24,750.25	\$24,750.25	\$22,500.00	\$22,500.00	\$25,000.00	\$25,000.00	\$19,730.00	\$19,730.00	\$25,000.00
\$9,500.00	\$9,500.00	\$26,500.00	\$26,500.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00	\$15,085.00	\$15,085.00	\$51,000.00
\$2.20	\$2,475.00	\$3.25	\$3,656.25	\$3.50	\$3,937.50	\$3.00	\$3,375.00	\$3.20	\$3,600.00	\$3.00
\$24.45	\$1,711.50	\$25.00	\$1,750.00	\$30.00	\$2,100.00	\$24.00	\$1,680.00	\$31.65	\$2,215.50	\$30.00
\$2.70	\$2,956.50	\$3.25	\$3,558.75	\$5.00	\$5,475.00	\$3.00	\$3,285.00	\$4.15	\$4,544.25	\$4.80
\$175.00	\$525.00	\$150.00	\$450.00	\$200.00	\$600.00	\$230.00	\$690.00	\$313.25	\$939.75	\$300.00
\$125.00	\$375.00	\$350.00	\$1,050.00	\$200.00	\$600.00	\$230.00	\$690.00	\$313.25	\$939.75	\$600.00
\$250.00	\$250.00	\$2,850.00	\$2,850.00	\$2,000.00	\$2,000.00	\$1,350.00	\$1,350.00	\$2,440.00	\$2,440.00	\$1,500.00
\$140.00	\$1,400.00	\$125.00	\$1,250.00	\$150.00	\$1,500.00	\$160.00	\$1,600.00	\$135.00	\$1,350.00	\$300.00
\$75,000.00	\$75,000.00	\$140,400.00	\$140,400.00	\$37,500.00	\$37,500.00	\$130,000.00	\$130,000.00	\$75,890.00	\$75,890.00	\$77,000.00
\$22,000.00	\$22,000.00	\$30,350.00	\$30,350.00	\$17,000.00	\$17,000.00	\$30,000.00	\$30,000.00	\$16,145.00	\$16,145.00	\$15,500.00
\$8,750.00	\$8,750.00	\$8,900.00	\$8,900.00	\$17,000.00	\$17,000.00	\$9,000.00	\$9,000.00	\$22,215.00	\$22,215.00	\$21,000.00
\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,685.00	\$3,685.00	\$1,500.00
\$4.75	\$10,355.00	\$10.25	\$22,345.00	\$7.50	\$16,350.00	\$6.70	\$14,606.00	\$11.50	\$25,070.00	\$3.75
\$2.15	\$4,687.00	\$1.40	\$3,052.00	\$3.25	\$7,085.00	\$4.40	\$9,592.00		\$3,488.00	\$2.00
\$6,150.00	\$3,075.00	\$525.00	\$262.50	\$3,500.00	\$1,750.00	\$1,600.00	\$800.00	\$595.00	\$297.50	\$2,000.00
\$9.75	\$195.00	\$17.00	\$340.00	\$20.00	\$400.00	\$30.00	\$600.00	\$18.35	\$367.00	\$55.00
\$3.85	\$385.00	\$3.50	\$350.00	\$5.00	\$500.00	\$10.00	\$1,000.00	\$3.85	\$385.00	\$6.50
\$1,230.00	\$2,460.00	\$1,300.00	\$2,600.00	\$2,500.00	\$5,000.00	\$400.00	\$800.00	\$1,425.00	\$2,850.00	\$650.00
\$107.00	\$32,100.00	\$78.25	\$23,475.00	\$95.00	\$28,500.00	\$85.00	\$25,500.00	\$97.45	\$29,235.00	\$71.00
\$111.00	\$12,210.00	\$92.00	\$10,120.00	\$250.00	\$27,500.00	\$85.00	\$9,350.00	\$155.00	\$17,050.00	\$500.00
\$1.42	\$6,986.40	\$3.00	\$14,760.00	\$2.00	\$9,840.00	\$2.70	\$13,284.00	\$2.10	\$10,332.00	\$3.00
\$107.00	\$75,435.00	\$78.25	\$55,166.25	\$95.00	\$66,975.00	\$85.00	\$59,925.00		\$64,084.50	\$83.00
\$107.00	\$192,600.00	\$78.25	\$140,850.00	\$95.00	\$171,000.00	\$85.00	\$153,000.00	\$90.90	\$163,620.00	\$91.00
	\$483,098.40		\$519,786.00		\$457,612.50		\$512,627.00		\$485,558.25	

\$512,398.40 \$552,536.00 \$530,922.50 \$546,127.00 \$516,858.25

Unit Price	Estimated Cost	Unit Price								
\$140.00	\$9,800.00	\$105.00	\$7,350.00	\$333.00	\$23,310.00	\$100.00	\$7,000.00	\$340.00	\$23,800.00	\$815.00
	\$9,800.00		\$7,350.00		\$23,310.00		\$7,000.00		\$23,800.00	

Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price
\$14,000.0	0 \$14,000.00	\$18,200.00	\$18,200.00	\$25,000.00	\$25,000.00	\$17,500.00	\$17,500.00	\$4,500.00	\$4,500.00	\$4,300.00
	\$14,000.00		\$18,200.00		\$25,000.00		\$17,500.00		\$4,500.00	

Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price	Estimated Cost	Unit Price
\$5,500.00	\$5,500.00	\$7,200.00	\$7,200.00	\$25,000.00	\$25,000.00	\$9,000.00	\$9,000.00	\$3,000.00	\$3,000.00	\$3,000.00
	\$5,500.00		\$7,200.00		\$25,000.00		\$9,000.00		\$3,000.00	<u>, </u>

Bid Tabulation_08062019

cting, Inc.	Unit Bid Price							
Estimated Cost	Average	Median	High	Low				
\$25,000.00	\$21,830.91	\$22,950.00	\$25,000.00	\$16,767.00				
\$51,000.00	\$18,635.63	\$13,750.00	\$51,000.00	\$8,000.00				
\$3,375.00	\$3,494.53	\$3,487.50	\$5,625.00	\$1,912.50				
\$2,100.00	\$1,882.13	\$1,925.00	\$2,215.50	\$1,400.00				
\$5,256.00	\$4,092.56	\$3,969.38	\$5,475.00	\$2,956.50				
\$900.00	\$700.59	\$645.00	\$939.75	\$450.00				
\$1,800.00	\$1,006.22	\$994.88	\$1,800.00	\$375.00				
\$1,500.00	\$1,705.00	\$1,625.00	\$2,850.00	\$250.00				
\$3,000.00	\$1,606.25	\$1,450.00	\$3,000.00	\$750.00				
\$77,000.00	\$86,523.75	\$76,445.00	\$140,400.00	\$37,500.00				
\$15,500.00	\$22,436.88	\$22,000.00	\$30,350.00	\$15,500.00				
\$21,000.00	\$13,170.63	\$9,500.00	\$22,215.00	\$8,500.00				
\$1,500.00	\$1,800.63	\$1,250.00	\$3,685.00	\$500.00				
\$8,175.00	\$15,110.13	\$13,843.00	\$25,070.00	\$8,175.00				
\$4,360.00	\$5,872.38	\$5,613.50	\$9,592.00	\$3,052.00				
\$1,000.00	\$1,298.13	\$1,000.00	\$3,075.00	\$262.50				
\$1,100.00	\$562.75	\$450.00	\$1,100.00	\$195.00				
\$650.00	\$546.25	\$500.00	\$1,000.00	\$350.00				
\$1,300.00	\$2,138.75	\$1,930.00	\$5,000.00	\$700.00				
\$21,300.00	\$26,351.25	\$26,100.00	\$32,100.00	\$21,300.00				
\$55,000.00	\$19,978.75	\$14,630.00	\$55,000.00	\$9,350.00				
\$14,760.00	\$12,435.30	\$11,808.00	\$19,680.00	\$6,986.40				
\$58,515.00	\$62,405.72	\$61,335.00	\$75,435.00	\$55,166.25				
\$163,800.00	\$161,133.75	\$161,910.00	\$192,600.00	\$140,850.00				
\$57,050.00 \$57,050.00								
Estimated Cost								
\$4,300.00 \$4,300.00								
Estimated Cost								

item 05c-2

DOCUMENT 00 4100

BID FORM

Bidder Minnesota Native Landscapes

Three Rivers Park District 3000 Xenium Lane North Plymouth, MN 55441-1299

Time: 10:00AM Date: 8/6/2019

Attention: Superintendent and Secretary to the Board

RE: Baker Ravine Stabilization, Baker Park Reserve, Maple Plain

The undersigned has examined the contract documents, consisting of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and Addenda and is familiar with the site and location of the project, the nature of the work and local conditions affecting the cost of the work and hereby proposes to furnish all labor, materials, and equipment required for completing the work as described, in strict conformance with all requirements of the Bidding Documents for the Total Base Bid amount of:

Unit Price Bid Schedule

Item No.	Item	Units	Qty	Unit Price	Extension
1	Mobilization and Demobilization	LS	1	\$17,500.00	\$ [1,500.00
2	Construct, Maintain, & Restore Site Access and Staging Areas	LS	1	\$ 2,000.00	\$ 8,000.00
3	Temporary Orange Safety Fence	LF	1125	\$5.00	\$ 5425.00
4	Flotation Silt Curtain Type Moving Water - Maintained	LF	70	\$ 30.00	\$ 2100.00
5	Sediment Control Log Type Straw (Or Bioroll) - Maintained	LF	1095	\$ 4.00	\$ 4380.00
6	Inlet Protection - Maintained	EA	3	\$ 310.00	\$ 900.00
7	Culvert Protection - Maintained	EA	3	\$ 511.00	\$ 1500 - 00
8	Construct and Maintain Temporary Sediment Basin	LS	1	\$ 1500.00	\$ 1500.00
9	Street Sweeper (With Pickup Broom)	HR	10	\$ 200.00	\$ 2,000.00
10	Tree Clearing & Grubbing	LS	1	\$74,000.00	\$ 11,000-00
11	Chip and Dispose of all Brush & Logs less than 6"	LS	1	\$ 22,000.00	\$ 22,000.00
12	Limb and Move Logs to Splitting Station	LS	1	\$ \0.000.00	\$ 10.000.00
13	Remove & Dispose CMU's and Geogrid	CY	1	\$ 500.00	\$ 500.00
14	Woven ECB, Rolanka BioD-Mat 40	SY	2180	\$ 6.00	\$ 13,080.00
15	Non-Woven ECB Type 3 Straw Cat 2S (No Poly Netting)	SY	2180	\$ 3.00	\$ 4540.00
16	Seeding	AC	0.5	\$ 2000.00	\$ 4,000.00

17	Native Seed Mix	LB	20	\$ 50.00	\$ 11000-00
18	Fescue Seed Mix	LB	100	\$_5.00	\$ 510.00
19	Straw Mulch	TON	2	\$ 100.00	\$ 1400.00
20	Class II Riprap Angular, No Limestone (Veg Riprap Toe)	TON	300	\$ 80.00	\$ 24,000-00
21	24" to 36" Fieldstone Boulders (Cross Vanes)	TON	110	\$ 40.00	\$ 9900.00
22	MN DOT Type V, Non-Woven Geotextile Fabric	SY	4920	\$ 4.00	\$ 19,680.00
23	Class III Riprap, Angular, No Limestone (Spillways & Veg Riprap in-channel)	TON	705	\$ 80.00	\$ 56.40p.00
24	Class III Riprap, Angular, No Limestone (Veg Riprap & Outside Bend Toe Protection)	TON	1800	\$ 81.00	\$ 144,000-00
$\psi \psi \psi \psi$	BID ALT#1	ww	ww	www	minum
25	Class II Riprap Fieldstone	TON	70	\$ 41.00	\$ 6301.00
	BID ALT #2				
26	Chip and Deliver all Brush & Logs less than 6" to Three Rivers Park District Nursery Facility	LS	1	\$ <u>15,000.00</u>	\$ 15,000.00
	BID ALT #3			•	
27	Limb and Move Rootwads and Logs to Crow-Hassen Park Reserve	LS	1	\$ 12,510.00	\$ 12,500.00
	TOTAL BASE BID				\$ 424,505.00

Fourhundsethlenty four thousand file hunded and of Lars AND June (PRINT TOTAL BASE BID, IN WORDS, ABOVE)	CENTS
(PRINT TOTAL BASE BID, IN WORDS, ABOVE)	

All Bidders shall submit the following information with their Bid:

- Bid Security 5 percent of Total Base Bid
- 2. Responsible Contractor Verification and Certification Compliance Form (Attachment A and Attachment A-1)

Bid security in the amount of at least five percent (5%) of the Total Base Bid accompanies this Bid, the same being subject to forfeiture in the event of default.

The undersigned acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
-I	7-31-19

The Contractor agrees to commence said work as herein provided at the earliest practicable date and in any event not later than December 15, 2019 and to prosecute the same diligently and without delay, and substantially complete this work no later than March 15, 2020 and the

Work shall be finally complete on or before May 29, 2020. The Work shall not begin before the Baker Park Campground closes on October 20, 2019.

It is understood by the undersigned that the Owner reserves the right to reject any or all bids and to waive irregularities and formalities in order to serve the best interests of the Owner and that this bid may not be withdrawn until sixty (60) days after the date of opening.

It is understood that if accepted by the Owner, this Bid becomes a part of the Contract documents, and failing to comply with any part of this Bid will be taken as failure of the bidder to comply with the Contract Documents and will be just cause for rejection of the work.

Respectfully Submitted:

Bidder is (Co	orporation) (Partnership) (Individual)	
Firm:	Minnesota Native Landscapes	
Ву:	Amy Schaffer	
Title:	President	
Address:	8740 77th StNE	
	0+5cgo, Mn 55362 zip Code_	
Telephone:	7632950010	
E-Mail:	amyamnloop.com	

END OF DOCUMENT 00 4100

DOCUMENT 00 4513

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION COMPLIANCE

1. Responsible Contractor:

The Owner cannot award a construction contract in excess of \$50,000 unless the Bidder is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A Bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in that statute by submitting the Responsible Contractor Verification and Certification of Compliance form (Attachment A). A company owner or officer must sign the Responsible Contractor Verification and Certification of Compliance form under oath verifying compliance with each of the minimum criteria. Bidders must obtain verifications of compliance from all subcontractors. A Bidder must submit signed copies of verifications and certifications of compliance from subcontractors upon the Owner's request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the criteria, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

A Bidder must also identify each subcontractor it intends to use on the Project. A Bidder must complete Attachment A-1 and submit it with the Responsible Contractor Verification and Certification of Compliance form (Attachment A), identifying each subcontractor it intends to use as of the time of bid submission. THE COMPLETED FORMS MUST BE SUBMITTED WITH THE BID PROPOSAL.

If the Bidder retains additional subcontractors after submitting its Responsible Contractor Verification and Certification of Compliance form, then the Bidder must submit Attachment A-2 within 14 days of retaining the additional subcontractor. Documents must be submitted to the Project Engineer. Include the State Project number specific to the bid on the form.

For Projects in excess of \$50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department's request.

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE ATTACHMENT A

PROJECT NUMBER	BAK-1903	

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINNIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- (1) The Contractor:
 - (i) is in compliance with workers' compensation and unemployment insurance requirements;
 - (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and
 - (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
- (2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final:
 - (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages

- (3) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 3268. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;'
- (4) The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearing or was not appealed to the office;'
- (5) The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;'
 - * Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
- (6) The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
- (7) All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project (Attachment A-1).

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification (Attachment A-2) confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

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By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:	Printed Name: Amy Schaffer
President	Date: 8-5-19
Company Name: Minnesota Native Landscapes	

Sworn to and subscribed before me this

Angust, 2019.

Music Savoh Fo
Notary Public

My Commission Expires: January 3/5+223

AMANDA MARIE SAVCHENKO Notary Public State of Minnesota My Commission Expires January 31, 2023

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT NUMBER BAK-1903

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.				
FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located			

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE **ATTACHMENT A-2**

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT NUMBER BAK-1903

This form must be submitted to the Owner.

Minn. Stat. § 16C.285, Subd. 5 If a prime contractor or any subcontractor the project after submitting its verification of compliance, the prime converifications of compliance from each additional subcontractor with which it has shall submit a supplemental verification confirming compliance with subdivising the additional subcontractors.	tractor or subcontractor shall obtain a direct contractual relationship and
ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of	f State)	Name of city where company home office is located
SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2		
By signing this document I certify that I am an owner or officer All additional subcontractors listed on Attachment A-2 have very by an owner or officer that they meet the minimum criteria to Stat. § 16C.285.	rified through a	signed statement under oath
Authorized Signature of Owner or Officer:	Printed Nan	
Title: President	Date: V-	Schaffer 5-19
Company Name: Minnesota Native Landscapes		
worn to and subscribed before me this 5th day of August, 2019	THE PROPERTY.	AMANDA MARIE SAVCHENKO
manda Marie Savah fo		Notary Public State of Minnesota My Commission Expires

END OF DOCUMENT 004513

My Commission Expires: January 312023



Bid Bond

CONTRACTOR:

(Name, legal status and address) Minnesota Native Landscapes, Inc.

8740 77th Street NE

Otsego, MN 55362

OWNER:

(Name, legal status and address) Three Rivers Park District 3000 Xenium Lane North Plymouth, MN 55441

BOND AMOUNT: Five Percent of Amount Bid (5%)

Init.

(Name, location or address, and Project number, if any)

Baker Ravine Stabilization

SURETY:

(Name, legal status and principal place of business) Merchants Bonding Company (Mutual) 6700 Westown Parkway West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted deretrom and any provision in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated breit. Wen provisions conforming to such statutory or other legal requirement shall be deemed incorporated breit. furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common

6th day of August, 2019 Signed and sealed this Minnesota (Principal) (Title) Merchant (Surety Witness) (Title) Nicole M Coty Attorney-

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal coursel, copyright@aia.org.

STATE OF Minnesota COUNTY OF Wright On the 5m day of August 2019. before me personally appeared, Amy Schaffer to me, who being duly sworn, did depose and
COUNTY OF Wright
On the 5m day of August 2019. before me personally appeared Amy Color Color to me, who being duly sworn did depose and
of the Minnesota Native Landscapes, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.
Notary Public State of Minnesota My Commission Expires January 31, 2023
ACKNOWLEDGMENT OF CORPORATE SURETY
STATE OF MINNESOTA COUNTY OF Dakota
On the 6th day of August , 2019 before me personally appeared, Nicole M Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of Merchants Bonding Company (Mutual)
a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.
(SEAL) Notary Public Notary Public





Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Plantenberg; DeeAnn Swanson; Dena M Grunhovd; Erin Pohlman; Jacqueline Riley; Jeffrey T Moat; Leslie Seehusen; Litton E S Field Jr;
Lori Hubbard; Mark Hayford; Martha Hoven; Nicole M Coty; Patricia M Rowan; Sarah C Lorenzen; Tamara J Amos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of

day of February

, 2019

STIONAL SOUNG COMPORT OF THE STATE OF THE ST

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 18th day of February 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM

Commission Number 767430 My Commission Expires April 1, 2029

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of August , 2019



William Harner Jr.

POA 0018 (3/17)

Metropolitan Council Contract No. 19R032

INTERGOVERNMENTAL AGREEMENT BETWEEN THE METROPOLITAN COUNCIL AND THE PIONEER - SARAH WATERSHED MANAGEMENT COMMISSION

THIS AGREEMENT is made and entered into by and between the Metropolitan Council (the "Council") and the Pioneer - Sarah Watershed Management Commission (the "Watershed"), each acting by and through its duly authorized officers.

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

The Council and the Watershed agree to undertake a volunteer lake monitoring study in order to provide an economical method of broadening the water quality database on lakes in the Twin Cities Metropolitan Area.

II. SPECIFIC SCOPE OF SERVICES

2.01 Lake Monitoring Program. The Watershed and the Council agree to jointly undertake a volunteer lake monitoring program as specified below:

- a. General Purposes of Program. The volunteer lake monitoring program involves the use of citizen-scientist volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples which will be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a monitoring form that describes the lake and weather conditions at the time of the monitoring event. Lakes will be visited from April through October of 2019 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled at the location as indicated on the site location map provided by the Council. The Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.
- b. Specific Lakes Involved. The following lakes and specific lake site(s) listed below will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2019.

Lake name	DNR ID#	Number of monitoring events	Approximate monitoring interval	Quantity of new kits
Hafften	27-0199	8 to 14	Biweekly	0

2.02 Watershed Responsibilities. The Watershed agrees that it will have sole responsibility for:

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the Watershed wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program and follow CAMP methods and procedures.
- e. Ensuring that the volunteers fill out a monitoring form during each monitoring event.
- f. Picking up the samples and the lake monitoring forms from their volunteers and delivering those items to the Watershed's central storage location. The Watershed will be responsible for providing the central storage location. The central storage location can be a Council facility, but the Watershed will be required to deliver the samples and monitoring forms to this facility. The samples are required always to be frozen.
- g. Storing its volunteers' samples until picked up by Council staff. The samples are required always to be frozen.
- h. Maintaining, storing, and restocking its monitoring kits.
- i. Delivering and picking up its monitoring kits to and from their volunteers.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey.
- b. Provide training for the volunteers.
- c. Pick up the samples and lake monitoring forms from the Watershed's central storage location and deliver them to the laboratory at approximately 2-month intervals starting in June.
- d. Review the results of the monitoring data.

- e. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- f. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to the volunteers' results to determine if any problems exist involving the volunteer's monitoring activities and what should be done to correct the problem.
- g. Provide and deliver to the Watershed the expendable monitoring items (e.g. sample containers, labels, filters, aluminum sheets, zipstyle plastic bags, and lake monitoring forms). The expendable monitoring items will be delivered in the weeks preceding the start of the monitoring season. The cost of the expendable monitoring items is included in the annual participation fee.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the Watershed agrees to pay the Council the following amounts per lake site listed in section 2.01(b). The participation fee will be billed for the contracted amount regardless whether the volunteer collects samples from or monitors a lake site fewer times than the contracted quantity.

Number of Monitoring events	Participation Fee (excludes monitoring equipment)
8 to 14	\$760
1 to 7	\$380

For lake sites requiring monitoring equipment, the cost for a kit of monitoring equipment is \$225 per kit.

- **3.02 Payment Schedule.** Payment of the total amount owing to the Council by the Watershed shall be made by October 30, 2019. An invoice specifying the amount owed by the Watershed will be sent under separate cover.
- **3.03** Additional Analyses. The total amount specified in paragraph 3.01 does not include the cost of any additional analyses requested by the Watershed, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the Watershed and subject to the availability of Council resources for carrying out such analyses. The Council will bill the Watershed after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the

Watershed will promptly reimburse the Council for any such costs billed. The costs for additional analyses are provided in Exhibit A.

3.04 Replacement of Durable Equipment. The total amount specified in paragraph 3.01 does not include the cost of replacing durable monitoring equipment, such as thermometers, Secchi disks, filter holders, hand pumps, graduated cylinders, sampling jugs, forceps, and tote boxes. The Council will provide and deliver durable monitoring equipment that needs replacement upon request from the Watershed. The Council will bill the Watershed for any such replaced durable monitoring equipment at the Council's actual cost, and the Watershed will promptly reimburse the Council for any such costs billed.

IV. GENERAL CONDITIONS

- **4.01 Period of Performance.** The services of the Council will commence on April 1, 2019, and will terminate on March 30, 2020, or following work completion and payment, whichever occurs first.
- **4.02** Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.
- **4.03 Watershed Personnel.** Judie Anderson, or such other person as may be designated in writing by the Watershed, will serve as the Watershed's representative and will assume primary responsibility for coordinating all services with the Council.

Judie Anderson Pioneer - Sarah Watershed Management Commission 3235 Fernbrook Lane Plymouth, MN 55447 763-553-1144

4.04 Council's Contract Manager. The Council's Contract Manager for purposes of administration of this agreement is Brian Johnson, or such other person as may be designated in writing by the Council's Regional Administrator. The Council's Contract Manager will be responsible for coordinating services under this agreement. However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

Brian Johnson Metropolitan Council 2400 Childs Road St. Paul, MN 55106 651-602-8743

- 4.05 Equal Employment Opportunity; Affirmative Action. The Council and the Watershed agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the Watershed agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.
- **4.06 Liability.** Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).
- **4.07 Copyright.** No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or Watershed.
- **4.08 Termination of Agreement.** The Council and the Watershed will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of monitoring events occurring for each lake before termination versus the total monitoring events specified for each lake. The balance of the amounts will be refunded by the Council to the Watershed.
- **4.09 Force Majeure**. The Council and the Watershed agree that the Watershed shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Council and the Watershed.
- **4.10 Audits.** Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by the Watershed and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Watershed regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed

or until the authorized agent of the Watershed notifies Provider in writing that the records need no longer be kept.

- **4.11 Relationship of Parties and their Employees.** Nothing contained in this agreement is intended, or should be construed, to create the relationship of co-partners or a joint venture between the Council and the Watershed. No tenure or any employment rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, retirement, or other benefits available to the employees of one of the parties, including indemnification for third party personal injury/property damage claims, shall accrue to employees of the other party solely by the fact that an employee performs services under this agreement.
- **4.12 Severability.** If any part of this agreement is rendered void, invalid or unenforceable such rendering shall not affect the remainder of this agreement unless it shall substantially impair the value of the entire agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

	PIONEER - SARAH WATERSHED MANAGEMENT COMMISSION
Date	By
	Name
	Its
	METROPOLITAN COUNCIL
Date	Ву
	Name
	Water Resources Assistant Manager

EXHIBIT A

Metropolitan Council Environmental Services Laboratory Prices for Additional Analyses					
Parameter	Laboratory Code	Price (per sample)			
Nutrients (TP & TKN)	NUT-AHLV	\$15.25			
Chlorophyll	CLA-TR-CS	\$15.50			
Phosphorus	P-AHLV	\$15.25			
Chloride	CL-AV	\$15.75			
Ortho-phosphorus	ORTHO-AV	\$15.50			
Hardness	HARD-AV	\$7.25			
Alkalinity	ALK-AV	\$13.50			
Sulfate	SO4-ICV	\$13.50			
Metals (Cd, Cr, Cu, Pb, Ni, Zn)	MET-MSV	\$36.00			
Individual metal/mineral (e.g. Fe)	XX-MSV	\$6.00 (per element)			
A parameter not on this list		Contact the Council's Contract Manager for specific pricing.			

Judie Anderson

To:

Christopher, Steve (BWSR)

Subject:

RE: Pioneer Sarah Creek WMC Meetings

From: Christopher, Steve (BWSR) <steve.christopher@state.mn.us>

Sent: Thursday, August 08, 2019 11:04 AM

To: Judie Anderson <Judie@jass.biz> Cc: Amy Juntunen <Amy@jass.biz>

Subject: RE: Pioneer Sarah Creek WMC Meetings

Judie,

I don't have any materials at this time for the August PSCWMC meeting. I will provide a process map and requirements for the September presentation. In advance of my agenda item, I would encourage the Board to start reviewing the goals of its current plan and consider notifying the stakeholders of the plan development and requesting input consistent with Minnesota Rule 8410.0045 Subpart 4.

The Board should also convene the Technical Advisory Committee in the coming months to discuss the feedback received from stakeholders.

Steve Christopher | Board Conservationist

Minnesota Board of Water and Soil Resources (BWSR) 520 Lafayette Road North St. Paul, MN 55155 651-249-7519

Web | Twitter | Facebook

Judie Anderson

From:

Christopher, Steve (BWSR) <steve.christopher@state.mn.us>

Sent:

Thursday, July 18, 2019 12:06 PM

To: Cc: Judie Anderson Amy Juntunen

Subject:

RE: Pioneer Sarah Creek WMC Meetings

Judie,

Thanks for adding this as an agenda item. I'll pull together a suggested timeline and accompanying materials and send them by August 1st to ensure they can go in the August meeting packet.

Steve Christopher | Board Conservationist

Minnesota Board of Water and Soil Resources (BWSR) 520 Lafayette Road North St. Paul, MN 55155 651-249-7519 Web | Twitter | Facebook

From: Judie Anderson [mailto:Judie@jass.biz] Sent: Thursday, July 18, 2019 12:03 PM

To: Christopher, Steve (BWSR) <steve.christopher@state.mn.us>

Cc: Amy Juntunen < Amy@jass.biz>

Subject: RE: Pioneer Sarah Creek WMC Meetings

Let's do September 19. Is there any prep we should do beforehand? Documents for the Aug or Sept meeting packet?

From: Christopher, Steve (BWSR) < steve.christopher@state.mn.us>

Sent: Thursday, July 18, 2019 11:31 AM To: Judie Anderson < Judie@jass.biz >

Subject: Pioneer Sarah Creek WMC Meetings

Judie.

As I mentioned last week, I'd like to address the Board to provide an overview of what is required in order to update the Pioneer Sarah Creek WMC Comprehensive Watershed Management Plan. I'm available on September 19th, October 17th and November 21st.

Following the Board discussion, we will need to convene a technical advisory committee to review the current goals and priorities in the current plan as well as seek input from other stakeholders consistent with MN Rule 8410. This update will allow the Commission to have its Plan approved for a new 10-year period from a BWSR Board approval.

Steve Christopher | Board Conservationist

Minnesota Board of Water and Soil Resources (BWSR) 520 Lafayette Road North St. Paul, MN 55155 651-249-7519 Web | Twitter | Facebook



Grant All-Detail Report Watershed Based Funding Metro 2019

Grant Title - 2019 - Watershed Based Funding Metro (Pioneer-Sarah Creek WMC)

Grant ID - P19-3271

Organization - Pioneer-Sarah Creek WMC

Original Awarded Amount	\$58,317.00	Grant Execution Date	12/27/2018
Required Match Amount	\$5,831.70	Original Grant End Date	12/31/2021
Required Match %	10%	Grant Day To Day Contact	Amy Juntunen
Current Awarded Amount	\$58,317.00	Current End Date	12/31/2021

Budget Summary

	Budgeted	Spent	Balance Remaining*	
Total Grant Amount	\$58,317.00	\$0.00	\$58,317.00	
Total Match Amount	\$43,808.00	\$0.00	\$43,808.00	
Total Other Funds	\$0.00	\$0.00	\$0.00	
Total	\$102,125.00	\$0.00	\$102,125.00	

^{*}Grant balance remaining is the difference between the Awarded Amount and the Spent Amount. Other values compare budgeted and spent amounts.

Budget Details

Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Last Transaction Date	Matching Fund
Medina Lake Ardmore SWA BMP's	Urban Stormwater Management Practices	Current State Grant	2019 - Watershed Based Funding Metro (Pioneer-Sarah Creek WM	\$58,317.00			N

or the first of the same of th	ALCOHOLD STATE	W 15 15 15 15 15 15 15 15 15 15 15 15 15	CONTRACTOR OF THE PARTY OF THE		12 3 6	Last	n 10a
Activity Name	Activity Category	Source Type	Source Description	Budgeted	Spent	Transaction Date	Matching Fund
Medina Lake Ardmore SWA BMP's	Urban Stormwater Management Practices	Landowner Fund	City of Medina	\$10,000.00			Υ
Medina Lake Ardmore SWA BMP's	Urban Stormwater Management Practices	Local Fund	PSC CIP	\$5,952.00			Υ
Medina Lake Ardmore SWA BMP's	Urban Stormwater Management Practices	Local Fund	combination Hennepin County Opportunity Grant and Three Rivers Park District funds	\$27,856.00			Y

Activity Details Summary

Activity Details	Total Action Count	Total Activity Mapped	Proposed Size / Unit	Actual Size / Unit
587 - Structure for Water Control	1		110 LINEAR FEET	LINEAR FEET
587 - Structure for Water Control	1	1	1500 COUNT	COUNT
342 - Critical Area Planting	1	1	160 LINEAR FEET	LINEAR FEET

Proposed Activity Indicators

Activity Name Indica	tor Name Value & Units	Waterbody Calculation T	ool Comments
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Final Indicators Summary

Indicator Name	Total Value	Unit
SEDIMENT (TSS)	4,000.00	TONS/YR
Total Suspended Solids (TSS)	400.00	Mg/L
NITROGEN	0.00	LBS/YR

PREVENTION	1.00	COUNT		
PHOSPHORUS (EST. REDUCTION)	2.20	LBS/YR		

Grant Activity

Grant Activity - Medina Lake Ard	more SWA BMP's			
Description	(projects SS1 and SR1). The third project is a Independence and Lake Ardmore. 1) Project SS1, Lake Ardmore SWA, Stream St Ardmore and Independence. Total TP reduct 2) Project SR1, Lake Ardmore SWA, Shoreline reduction=2 lbs/year. TSS~4,000 lbs/year 3) install a parallel bar carp barrier in the cha EOR dated 5/9/19 Reductions for the 2 Lake Ardmore SWA proj Total TP=2.2 lbs/year. TSS=4,400 lbs/year	Restoration. Stabilize 160 feet of shoreline at boat launch. Total TP nnel between Lake Independence and Lake Ardmore per feasibility report by ects;		
Category	URBAN STORMWATER MANAGEMENT PRACTICES			
Start Date	15-Jul-19	End Date		
Has Rates and Hours?	No			
Actual Results				

							item 10a	
	Activity Action	n - SR1-Shore	eline Restoration					
	Practice		342 - Critical Area Planting	Count o	f Activities	1		
	Description Proposed Size / Units Actual Size/Units Mapped Activities		160' of shoreline restoration work a	160' of shoreline restoration work at the Medina Lake Independence Access on Shoreline Drive				
			160.00 LINEAR FEET	Lifespan		1	10 Years	
			LINEAR FEET Installed Date					
			1 Polygon(s)					
inal Indicator f	or SR1-Shoreline	Restoratio	n					
ndicator Name		PHOSPHO	ORUS (EST. REDUCTION)		Value	2	9	
ndicator Subcat	tegory/Units	WATER P	OLLUTION (REDUCTION ESTIMATES) L	TES) LBS/YR Calculation Tool		BWSR C	CALC (GULLY STABILIZATION	
		ependence						
inal Indicator f	or SR1-Shoreline	Restoratio			Light from shirts			
Indicator Name SEDIMEN				Value	4000			
ndicator Subcategory/Units WATE					Calculation Tool	BWSR C	CALC (GULLY STABILIZATION	
Vaterbody Lake Ind		ependence						
		661	Para Para Billion at the	O CHANGE		William Company		
	Activity Actio	n - 551- strea	ambank stabilization				SECURE OF A SECURE	
	Practice		587 - Structure for Water Control	Count o	f Activities	1		
	Description	Description stabilize section of		ream ban	k located between Lake	Ardmore and	Lake Independence	
			110.00 LINEAR FEET	Lifespan Installed Date		1	LO Years	
			LINEAR FEET					
inal Indicator f	or SS1- streamba	ank stabiliza	ation	No. 2				
ndicator Name			ORUS (EST. REDUCTION)		Value	0.2		
A SHIP OF THE PARTY OF THE PART		POLLUTION (REDUCTION ESTIMATES) LBS/YR		Calculation Tool	BWSR (CALC (STREAM & DITCH		

Indicator Name	PHOSPHORUS (EST. REDUCTION)	Value	0.2		
Indicator Subcategory/Units	WATER POLLUTION (REDUCTION ESTIMATES) LBS/YR	Calculation Tool	BWSR CALC (STREAM & DITCH STABILIZATION)		
Waterbody	Lake Independence				
Final Indicator for SS1- streamb	ank stabilization				
Indicator Name	Total Suspended Solids (TSS)	Value	400		
Indicator Subcategory/Units	WATER POLLUTION (REDUCTION ESTIMATES) Mg/L	Calculation Tool	BWSR CALC (STREAM & DITCH STABILIZATION)		
Waterbody	Lake Independence				

							item 10a
	Activity Action	- Carp Barri	Carp Barrier				
	Practice Description		587 - Structure for Water Control	Count	of Activities		1
			Modify Lake Ardmore outlet channel to install a parallel-Bar Barrier to prevent carp movement into Lake				
			Ardmore.	dmore.			
	Proposed Size / Units Actual Size/Units Mapped Activities		1,500.00 COUNT	Lifespan		10 Years	
			COUNT	Installe	Installed Date		
			1 Point(s)				
nal Indicator for	Carp Barrier					de la maria	
dicator Name	cator Name NITROGE		N		Value	0	
dicator Subcate	icator Subcategory/Units WATER PC		OLLUTION (REDUCTION ESTIMATES) LBS/YR		Calculation Tool	Othe	er
aterbody		Lake Ardmore					
nal Indicator for	Carp Barrier						
dicator Name	icator Name PREVENT		ION		Value	1	
dicator Subcate	licator Subcategory/Units POLLUTION P		ON PREVENTION COUNT		Calculation Tool	Othe	er
Vaterbody		Lake Ardmore					

Grant Attachments

Document Name	Document Type	Description
2019 Watershed Based Funding Metro	Grant Agreement	2019 Watershed Based Funding Metro - Pioneer-Sarah Creek WMC
2019 Watershed Based Funding Metro_EXECUTED	Grant Agreement	2019 Watershed Based Funding Metro - Pioneer-Sarah Creek WMC
Carp Biomass Assessment Lake Independence and Ardmore	Grant	2019 - Watershed Based Funding Metro (Pioneer-Sarah Creek WMC)
EOR Feasiblity Report	Grant	2019 - Watershed Based Funding Metro (Pioneer-Sarah Creek WMC)
Work Plan	Workflow Generated	Workflow Generated - Work Plan - 06/13/2019
Work Plan	Workflow Generated	Workflow Generated - Work Plan - 09/11/2018
Work Plan	Workflow Generated	Workflow Generated - Work Plan - 10/03/2018

Judie Anderson

From:

James C Kujawa < James. Kujawa@hennepin.us>

Sent:

Friday, August 09, 2019 11:37 AM

To:

Christopher, Steve (BWSR)

Cc:

Brian Vlach (BVlach@threeriversparkdistrict.org); Judie Anderson; Scott Johnson; Karen

Galles

Subject:

Updated work plan - Pioneer-Sarah Creek WMC Watershed-Based Funding Grant-

adding Carp Barrier on Lake Ardmore.

Attachments:

8-9-19 updates to work plan-2019 - Watershed Based Funding Metro (Pioneer-Sarah

Creek WMC).docx

Here is a copy of the updated Work Plan I submitted this morning for the BWSR watershed based funds. The main area I changed (besides adding verbiage about the carp barrier) is the costs breakdown which are summarized as follows;

1. Lake Ardmore Area Projects

SR1 – shoreline restoration project - \$17,500
 SS1 – streambank stabilization - \$12,250
 Carp Barrier - \$72,375
 Totals \$102,125

Cost Breakdown

•	BWSR watershed based grant	\$58,317
•	Hennepin County Opp. Grant	\$20,000
•	25% PSC	\$ 5,952
•	Medina	\$10,000
•	Three Rivers	\$7,856
		\$102,125

Please let me know if you have any questions.

Jim

James C. Kujawa
Hennepin County Public Works
Department of Environment and Energy
701 Fourth Avenue South, Suite 700
Minneapolis, MN 55415
Direct Phone: 612-348-7338
Email: james.kujawa@hennepin.us

From: Karen Galles < Karen. Galles @hennepin.us>

Sent: Thursday, August 08, 2019 2:42 PM **To:** Karen Galles < Karen. Galles @hennepin.us>

Cc: James C Kujawa < James. Kujawa@hennepin.us>; Kristine M Maurer < Kristine. Maurer@hennepin.us>

Subject: Hennepin County Opportunity Grants

Hi all,

Just a reminder that Hennepin County offers Opportunity grants, ideal for larger project seeking to leverage multiple funding sources. These grants are intended to help partners (you all!) take advantage of grant programs to implement projects to improve surface or ground water quality/quantity, or preserve, establish, or restore natural areas. These grants are often used as required match for other funding sources, and given some of the open RFPs right now (e.g. BWSR's Clean Water Fund or Met Council's Water Efficiency Grant Program), I thought it would be a good time to reach out with a reminder.

Recent examples of awarded Opportunity Grants include the <u>Scenic Heights School Forest Restoration</u> (Riley Purgatory Bluff Creek WD), the <u>Autumn Ridge Apartments</u> (Shingle Creek WMC and Metro Blooms),and <u>Becker Park</u> (City of Crystal).

We anticipate making 1-2 additional grants in 2019 from applications received before September 27. Please reach out to Jim Kujawa (cc'd) or myself for an initial conversation about a project that might be a good fit. (We accept applications on a rolling basis – those received after September 27 will be considered for 2020 funding.)

All my best during this busy summer season! Karen

Karen Galles

Hennepin County Environment and Energy

612-348-2027 (office) | 612-235-0712 (mobile) <u>Karen.Galles@hennepin.us</u> <u>www.hennepin.us/environment</u>

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