

elm creek Watershed Management Commission

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TECHNICAL OFFICE
Hennepin County
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November 6, 2019

Representatives
Elm Creek Watershed Management
Commission Hennepin County, MN

*The meeting packet for this meeting may be
found on the Commission's website:*
<http://www.elmcreekwatershed.org/minutes--meeting-packets.html>

Dear Representatives:

A **regular meeting** of the Elm Creek Watershed Management Commission will be held on **Wednesday, November 13, 2019, at 11:30 a.m.** in the Mayor's Conference Room at Maple Grove City Hall, 12800 Arbor Lakes Parkway, Maple Grove, MN.

The Technical Advisory Committee (TAC) will not meet this month.

Please email me at judie@jass.biz to confirm whether you or your Alternate will be attending the TAC and the regular meetings.

Thank you.

Regards,



Judie A. Anderson
Administrator
JAA:tim

Encls: Meeting Packet

cc:	Alternates	HCEE	Jeff Weiss	BWSR
	TAC Members	TRPD	Diane Spector	DNR
	City Clerks	MPCA	Met Council	Official Newspaper

Z:\Elm Creek\Meetings\Meetings 2019\11 Notice_reg and TAC meetings.docx

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AGENDA Regular Meeting November 13, 2019

The meeting packet may be found on the Commission's website: <http://elmcreekwatershed.org/minutes--meeting-packets.html>

1. Call Regular Meeting to Order.
 - a. Approve Agenda.*
2. Consent Agenda.
 - a. Minutes last Meeting.*
 - b. Treasurer's Report and Claims.*
3. Open Forum.
4. Action Items. *(Also see Staff Report. *)*
 - a. Project Reviews.
 - 1) 10.n. 2019-028 Howell Meadows, Maple Grove.*
 - b. Watershed-Based Funding Grant – Cooperative and Subgrant Agreement.*
 - 1) Attachment 1 – Project Description.*
 - 2) Attachment 2 – BSWR Agreement.*
 - c. Approve Professional Services Agreement with Barr Engineering.*
 - d. Liability Coverage Waiver Form.*
5. Old Business.
6. New Business.
7. Communications.
8. Education.
 - a. WMWA - Update.**
9. Grant Opportunities and Updates.

(over)

*in meeting packet
**available at meeting or on website

10. Project Reviews. (See Staff Report.*)

Report No.					Project No.	Project Name
ag.				AR	2013-046	Woods of Medina, Medina.
ah.				AR	2014-015	Rogers Drive Extension, Rogers.
a.					2015-004	Kinghorn Outlet A, Rogers.
ai.				AR	2015-030	Kiddiegarten Child Care Center, Maple Grove.
aj.				AR	2016-002	The Markets at Rush Creek, Maple Grove.
ak.				AR	2016-005W	Ravinia Wetland Bank Plan, Corcoran.
b.					2016-040	Kinghorn 4 th Addition, Rogers.
c.					2016-047	Hy-Vee North, Maple Grove.
al.				AR	2017-014	Laurel Creek, Rogers.
am.				AR	2017-017	Mary Queen of Peace Catholic Church, Rogers.
an.				AR	2017-029	Brayburn Trails, Dayton.
d.					2017-039	Rush Creek Apartments, Maple Grove.
e.					2017-050W	Ernie Mayers Wetland/floodplain violation, Corcoran.
ao.				AR	2018-018	Summers Edge Phase II, Plymouth.
f.					2018-020	North 101 Storage, Rogers.
ap.				AR	2018-026	Windrose, Maple Grove.
aq,				AR	2018-028	Tricare Third Addition, Maple Grove.
ar.					2018-038	Vincent Woods of Roger.
as.				AR	2018-044	OSI Phase II, Medina.
g.					2018-046	Graco, Rogers
at.				AR	2018-048	Faithbrook Church Phase 2, Dayton.
h.					2019-001	Fernbrook View Apartments, Maple Grove.
au.					2019-002	Parkside Villas, Champlin.
i.					2019-016	Rogers Retail Development, Rogers.
av.					2019-021	Brenly Meadows, Rogers.
aw.					2019-022	Comlink Midwest, Corcoran.
ax.				AR	2019-023	99th Avenue Apartments, Maple Grove.
j.					2019-024	Boston Scientific Weaver Lake Road Building 2 East Addition, Maple Grove.
k.					2019-025	Dayton Parkway Interchange, Dayton.
l.					2019-026	Interstate Power Systems, Rogers.
m.					2019-027	Havenwood at Maple Grove.
n.	A	E			2019-028	Howell Meadows, Maple Grove.
o.					2019-029	South Prominence, Maple Grove.

= Action item E = Enclosure provided I = Informational update will be provided at meeting RPFI - removed pending further information
R = Will be removed RP= Information will be provided in revised meeting packet..... D = Project is denied AR awaiting recordation

11. Other Business.

Z:\Elm Creek\Meetings\Meetings 2019\11 Regular Meeting Agenda .docx

*in meeting packet
**available at meeting or on website

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Technical Advisory Committee *(beginning on page 1)* and Regular Meeting *(beginning on page 2)* Minutes - October 10, 2019

I. A meeting of the **Technical Advisory Committee (TAC)** for the Elm Creek Watershed Management Commission was convened at 10:05 a.m., Wednesday, October 10, 2019, in the Mayor's Conference Room, Maple Grove City Hall, 12800 Arbor Lakes Parkway, Maple Grove, MN, by Derek Asche.

In attendance: Todd Tuominen, Champlin; Derek Asche, Maple Grove; Ben Scharenbroich, Plymouth; Andrew Simmons, Rogers; Kirsten Barta and Paul Stewart, Hennepin County Dept. of Environment and Energy (HCEE); Brian Vlach, Three Rivers Park District (TRPD); and Judie Anderson, JASS. (Due to the matters before the Committee, Jim Herbert and Jeff Weiss, Barr Engineering, and Kaci Fisher, Hakanson-Anderson, excused themselves from the meeting.)

Not represented: Corcoran and Dayton.

Also present: Ken Guenthner, Corcoran; Doug Baines, Dayton; Liz Weir, Medina; and Amy Riegel, Plymouth.

A. It was agreed by consensus that Asche would chair the meeting.

B. Motion by Scharenbroich, second by Simmons to approve the **agenda*** *Motion carried unanimously.*

C. Motion by Scharenbroich, second by Simmons to approve the **minutes*** of the July 10, 2019 Technical Advisory Committee meeting. *Motion carried unanimously.*

II. Responses to RFP – Technical Services.

Responses were received from Barr Engineering,* Hakanson-Anderson,* Stantec,* and Wenck Associates.* After receiving initial comments, the members concentrated their discussion on Barr and Wenck.

[Tuominen arrived 10:20 a.m.]

Motion by Asche, second by Tuominen to recommend to the Commission that Barr Engineering be named as the Commission's Technical Consultants, with HCEE as back-up. Asche made a friendly amendment to the motion to include beginning the process of making revisions to the project review fee schedule in time for discussion at the November TAC meeting. *Motion carried, 4-2.*

III. Responses to RFP – FEMA Mapping Project.

Responses were received from Barr Engineering* and Wenck Associates.*

Motion by Barta, second by Scharenbroich to recommend to the Commission that Barr Engineering be named to complete this project. *Motion carried unanimously.*

RULE D – STORMWATER MANAGEMENT
RULE E – EROSION AND SEDIMENT CONTROL
RULE F – FLOODPLAIN ALTERATION

RULE G – WETLAND ALTERATION
RULE H – BRIDGE AND CULVERT CROSSINGS
RULE I – BUFFERS

elm creek Watershed Management Commission

TAC and Regular Meeting Minutes – October 10, 2019

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IV. Future TAC Meetings – topics.

A. It was agreed that the main topic of the November meeting should be revisions to the project review fee schedule in view of the upcoming change in technical advisors.

B. The contract between the Commission and Barr Engineering for technical services must also be considered at the November meeting.

C. There may be some revisions to the contract between the Commission and the DNR for the FEMA mapping project to be considered and approved.

D. Staff noted that the Commission's Joint Powers Agreement, along with the Rules, need updating. Anderson and the Commission's attorney, Joel Jamnik, have begun that process. The composition and procedures of the TAC must also be reviewed and modified.

E. Draft policy for future wetland restoration projects.

F. Tuominen reminded the members of the land acquisition request in Champlin. Should the Commission have a policy for such requests?

V. The next meeting of the TAC will be 10:00 a.m., Wednesday, November 13, 2019, prior to the regular meeting. The meeting of the Technical Advisory Committee was adjourned at 11:21 a.m.

I. A regular meeting of the Elm Creek Watershed Management Commission was called to order at 11:32 a.m., Wednesday, October 10, 2019, in the Mayor's Conference Room, Maple Grove City Hall, 12800 Arbor Lakes Parkway, Maple Grove, MN, by Chairman Doug Baines.

Present were: Gerry Butcher, Champlin; Ken Guenther, Corcoran; Doug Baines, Dayton; Joe Trainor, Maple Grove; Elizabeth Weir, Medina; Catherine Cesnik, Plymouth; James Kujawa, Paul Stewart, and Kirsten Barta, Hennepin County Dept. of Environment and Energy (HCEE); Brian Vlach, Three Rivers Park District (TRPD); Jeff Weiss, Barr Engineering; and Judie Anderson, JASS.

Also present: Todd Tuominen, Champlin; Sarah Nalven, Wenck Associates; Derek Asche, Maple Grove; Ben Scharenbroich and Amy Riegel, Plymouth; Andrew Simmons, Rogers; and Jim Herbert, Barr Engineering.

A. Motion by Weir, second by Guenther to approve the **revised agenda**. * *Motion carried unanimously.*

B. Motion by Weir, second by Guenther to approve the **minutes*** of the September 11, 2019, regular meeting. *Motion carried unanimously.*

C. Motion by Butcher, second by Weir to approve the October **Treasurer's Report** and **Claims*** totaling \$13,405.40. *Motion carried unanimously.*

II. Open Forum.

III. Action Items.

A. **Responses to RFP – Technical Services.** * At the meeting of the Technical Advisory Committee held prior to this meeting, the members recommended to the Commission that Barr Engineering be selected to serve as the Commission's Technical Services provider beginning January 1, 2020, that HCEE serve as the

elm creek Watershed Management Commission

TAC and Regular Meeting Minutes – October 10, 2019

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back-up consultant, and that the project review fee schedule be reviewed and revised at the next meeting to better correlate to the anticipated increase in consultant fees. Weir moved and Cesnik seconded a motion to approve this recommendation and to further direct the TAC to review a proposed contract between Barr and the Commission at their November meeting. *Motion carried unanimously.*

B. Responses to RFP – FEMA Mapping Project.* At the meeting of the Technical Advisory Committee held prior to this meeting, the members recommended to the Commission that Barr Engineering be selected to complete the FEMA flood mapping project initially undertaken by HCEE. Butcher moved and Weir seconded a motion to approve this recommendation and to further direct Staff to advise the DNR of this action. *Motion carried unanimously.*

C. Project Review 2019-025 Dayton Parkway Interchange, Dayton.* The City of Dayton is proposing to construct Dayton Parkway, which will connect CSAH 81 to CSAH 101 on the east and west sides, respectively, of I-94. The project will also include a full access interchange with I-94. The project will disturb approximately 60 acres and will result in an increase of impervious area of 11.4 acres. The project was reviewed for compliance with Rules D, E, F, G, and I. The project proposes the use of several filtration basins (with sediment forebays), wet ponds, and a filtration swale to meet the Commission's requirements for stormwater management. Construction is scheduled to begin in 2020 and will last for two construction seasons. In their findings dated October 2, 2019, Staff recommended approval of the project pending satisfactory review of additional wetland buffer information. Motion by Weir, second by Butcher to approve Staff's recommendation. *Motion carried unanimously.*

IV. Old Business.**V. New Business.**

A. Barta reminded the cities that **Subwatershed Assessment (SWA) Cost Share Applications** are due January 15, 2020. Copies of the criteria* and application* were included in the meeting packet.

B. The kickoff meeting for the **Diamond Lake SWA** was scheduled for 10:00 a.m., October 10, 2019, at Dayton City Hall.

VI. Water Quality.

VII. Education and Public Outreach. The West Metro Water Alliance (**WMWA**) met on Tuesday, October 8, 2019. Discussion centered around the following:

A. Watershed PREP and Education and Outreach Events. Educators are out in the schools providing their lessons. A reminder that the educators are available to table at city and school events, contact Amy Juntunen at amy@jass.biz. The educators are still researching options to make a short, 3-5 minute promotional video for Watershed PREP for use both in marketing to schools in the four watersheds as well as informing other watersheds about the program.

B. Website. The group will be reviewing the WMWA website to refresh and update content. Any input is appreciated. westmetrowateralliance.org/

C. Special Projects. At their meetings last month the member Commissions approved allocating the 2019 and 2020 Special Projects funding to a new contract coordinator position. The SCWM Commissions' attorney has drafted a professional services agreement between the Shingle Creek WMC acting as fiscal agent for WMWA and the coordinator, Catherine Cesnik. Staff will recommend the Shingle Creek Commission approve execution of the agreement at their meeting tomorrow.

elm creek Watershed Management Commission

TAC and Regular Meeting Minutes – October 10, 2019

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The WMWA steering committee members requested that Cesnik's initial focus be on contacting all the cities in the four watersheds to understand their education and outreach needs and gaps and how WMWA could be of assistance. These results will be used to update the WMWA Education and Outreach Plan (last updated in 2013) and establish a work plan for 2020.

D. The steering committee also discussed the still-being-developed **Lawns to Legumes Program** bwsr.state.mn.us/lawns-legumes-program-your-yard-can-bee-change. BWSR received a \$900,000+ grant from the Environment and Natural Resources Trust Fund and plans to offer several subprograms, including grants to watersheds/cities/nonprofits for "demonstration neighborhoods;" how-to workshops across the state; and small grants to individual property owners. Funding will also be used to research and create technical resources. It was noted that this funding is exclusively about native plantings for habitat rather than for ancillary water quality/quantity benefits.

E. Members also discussed declining attendance at the **rain garden/resilient yards workshops** co-sponsored by WMWA and some of the cities in the watersheds, and whether a saturation point has been reached with residential rain gardens. Only about 100 people in the four watersheds attended the workshops in 2019, and follow up surveys by Metro Blooms suggest that only about 20-25% of attendees end up implementing practices. The steering committee agreed to continue to discuss whether there was an opportunity to combine potential Lawns to Legumes workshops/grants with an additional focus on the concept of planting for clean water and resiliency.

F. The **next WMWA meeting** will be Tuesday, November 12, 2019 at Plymouth City Hall.

VIII. Communications.**IX. Grant Opportunities and Project Updates.**

A. The **second alum treatment for Fish Lake** was completed August 5-8. 95.1 gallons of alum were applied. Vlach reported that Fish Lake has been meeting the total phosphorus standard (40 µg/L) for the entire season. Despite the lower phosphorus concentrations, the lake still appeared to have an algal bloom occurring late summer, most probably due to phosphorus loading from the watershed due to the significant amount of rainfall experienced this year. He will report more complete alum treatment data at the November meeting.

B. Barta will provide an update on the projects funded as part of the **North Fork Rush Creek SWA grant program** at the November meeting. The weather has impeded progress by the subcontractors undertaking the work.

C. Included in the meeting packet was a flyer* describing the **Hennepin County Natural Resources Grants**. The **Good Steward** and **Opportunity** grants were defined.

X. Other Business.

A. The **projects** listed on the following page are discussed in the October Staff Report.

B. Adjournment. There being no further business, the meeting was adjourned at 12:17 p.m.

Respectfully submitted,



Judie A. Anderson, Recording Secretary

JAA:tim

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RULE D - STORMWATER MANAGEMENT
RULE E - EROSION AND SEDIMENT CONTROL
RULE F - FLOODPLAIN ALTERATION

RULE G - WETLAND ALTERATION
RULE H - BRIDGE AND CULVERT CROSSINGS
RULE I - BUFFERS

elm creek Watershed Management Commission

TAC and Regular Meeting Minutes – October 10, 2019

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Item No.					Project No.	Project Name
					W Denotes wetland project	
ag				AR	2013-046	Woods of Medina, Medina.
ah.				AR	2014-015	Rogers Drive Extension, Rogers.
a.					2015-004	Kinghorn Outlet A, Rogers.
ai.				AR	2015-030	Kiddiegarten Child Care Center, Maple Grove.
aj.				AR	2016-002	The Markets at Rush Creek, Maple Grove.
ak.				AR	2016-005W	Ravinia Wetland Bank Plan, Corcoran.
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c.					2016-047	Hy-Vee North, Maple Grove.
al.				AR	2017-014	Laurel Creek, Rogers.
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an.				AR	2017-029	Brayburn Trails, Dayton.
d.					2017-039	Rush Creek Apartments, Maple Grove.
e.					2017-050W	Ernie Mayers Wetland/floodplain violation, Corcoran.
ao.				AR	2018-018	Summers Edge Phase II, Plymouth.
f.					2018-020	North 101 Storage, Rogers.
ap.				AR	2018-026	Windrose, Maple Grove.
aq,				AR	2018-028	Tricare Third Addition, Maple Grove.
ar.				AR	2018-038	Vincent Woods of Roger.
as.				AR	2018-044	OSI Phase II, Medina.
g.					2018-046	Graco, Rogers
at.				AR	2018-048	Faithbrook Church Phase 2, Dayton.
h.					2019-001	Fernbrook View apartments, Maple Grove.
au.					2019-002	Parkside Villas, Champlin.
i.					2019-016	Rogers Retail Development, Rogers.
j.			R		2019-018	Peony Lake Trailhead, Plymouth.
av.					2019-021	Brenly Meadows, Rogers.
aw.					2019-022	Comlink Midwest, Corcoran.
k.					2019-023	99th Avenue Apartments, Maple Grove.
l.					2019-024	Boston Scientific, Maple Grove.
m.	A	E			2019-025	Dayton Parkway Interchange, Dayton.
n.					2019-026	Interstate Power Systems, Rogers.
o.					2019-027	Havenwood at Maple Grove.

A= Action item E = Enclosure provided I = Informational update will be provided at meeting RPI - removed pending further information
 R = Will be removed RP= Information will be provided in revised meeting packet..... D = Project is denied AR awaiting recordation

RULE D - STORMWATER MANAGEMENT
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 RULE H - BRIDGE AND CULVERT CROSSINGS
 RULE I - BUFFERS

CHAMPLIN - CORCORAN - DAYTON - MAPLE GROVE - MEDINA - PLYMOUTH - ROGERS

Elm Creek Watershed Management Commission 2019 Treasurer's Report

		2019 Budget	Oct 2019	Nov 2019	2019 Budget YTD
EXPENSES					
Administrative		90,000	6,530.74	7,397.50	78,079.45
Watershed-wide TMDL Admin		1,500			0.00
Grant Writing		4,000			0.00
Website		5,000		105.00	872.55
Legal		2,000		1,273.20	1,664.20
Audit		5,000			4,500.00
Insurance		3,900			2,865.00
Miscellaneous/Contingency		1,000			0.00
Project Reviews	HCEE	97,400		18,382.18	59,684.46
Project Reviews	Consult	15,000		11,077.00	18,790.00
Project Reviews	Admin	15,000	555.68	924.89	7,271.42
WCA-Technical	HCEE	18,200		817.50	3,383.36
WCA	Legal	500			31.00
WCA	Admin	2,000			369.95
Floodplain Mapping	Technical	46,386		(19,199.68)	(3,152.70)
Stream Monitoring USGS		41,000	5,210.00		20,840.00
Stream Monitoring TRPD		6,875			0.00
TMDL Follow-up - TRPD		2,500			0.00
Rain Gauge		250	19.51	17.67	174.79
Rain Gauge Network		100			0.00
Lakes Monitoring - CAMP		760			0.00
Lakes Monitoring - TRPD					
Sentinel Lakes		8,100			0.00
Additional Lake		1,500			0.00
Aquatic Vegetation Surveys		325			0.00
Wetland Monitoring (WHEP)		4,000			0.00
Education		4,000	91.75	7.05	2,341.36
WMWA General Activities		5,000			3,000.00
WMWA Educators/Watershed Prep		4,500			2,000.00
WMWA Special Projects		2,000			0.00
Rain Garden Workshops		2,000			2,000.00
Education Grants		1,000			0.00
Macroinvertebrate Monitoring-River Watch		3,000			0.00
Projects ineligible for ad valorem-See Note 1		-			0.00
Studies / Project ID / SWA		35,000	975.22	147.06	4,560.83
Plan Amendments		2,000		0.99	1,396.20
<i>Transfer to (from) Encumbered Funds (see below)</i>					0.00
<i>Transfer to (from) Capital Projects (see CIP Tr</i>		490,000			67,274.08
<i>Transfer to (from) Cash Sureties (see below)</i>			22.50	1,225.00	4,522.97
<i>Transfer to (from) Grants (see below)</i>			-	20.90	199,112.90
<i>To Fund Balance</i>					0.00
TOTAL - Month			13,405.40	22,196.26	481,581.82
TOTAL Paid in 2019, incl late 2018 Expenses		920,796.00	567,743.03	589,939.29	2019 Paid
Note 1: \$50,000 2019 Budget Projects ineligible for ad valorem re-assigned to General Fund effective May 8, 2019					

Elm Creek Watershed Management Commission 2019 Treasurer's Report

		2019 Budget	Oct 2019	Nov 2019	2019 Budget YTD
INCOME					
<i>From Fund Balance</i>					
Project Review Fee		80,000	2,631.20		30,774.20
Return Project Fee					0.00
Water Monitoring - TRPD Co-op Agmt 2018					
Water Monitoring - TRPD Co-op Agmt		5,000			0.00
WCA Fees		9,000			900.00
Return WCA Fee					0.00
Reimbursement for WCA Expense					654.81
WCA Escrow Earned					0.00
Member Dues		230,400			230,400.00
Interest/Dividends Earned		3,000	1,808.30		23,319.06
Transfer to (from) Capital Projects (see CIP Tr		490,000			234,945.75
Transfer to (from) Cash Sureties (see below)					
Transfer to (from) Grants (see below)			-	-	5,028.00
Misc Income					0.00
Total - Month			4,439.50	0.00	526,021.82
TOTAL Rec'd 2019, incl late 2018 Income		817,400.00	535,161.50	535,161.50	2019 Received
CASH SUMMARY		Balance Fwd			
Checking		0.00			
4M Fund		1,303,038.87	1,270,457.34	1,249,486.08	
Cash on Hand			1,270,457.34	1,249,486.08	
CASH SURETIES HELD		Balance Fwd			Activity 2019
WCA Escrows Received		30,000.00			1,000.00
WCA Escrow Reduced		0.00	22.50	1,225.00	18,447.53
Total Cash Sureties Held		30,000.00	13,777.47	12,552.47	
RESTRICTED / ENCUMBERED FUNDS		Balance Fwd			
Restricted for CIPs		732,761			
Restricted for Closed Project Funds		1,222			
Enc. Studies / Project Identification / SWA		175,297			
Projects Ineligible for ad valorem					
Total Restricted / Encumbered Funds		909,280	909,280.00	909,280.00	
			Oct 2019	Nov 2019	2019 Budget YTD
GRANTS					
Fish Lake CWLA					
Revenue					-
Expense				20.90	199,112.90
Balance			-	(20.90)	(199,112.90)
Rush Creek SWA					
Revenue					5,028.00
Expense					-
Balance			-	-	5,028.00
BWSR Watershed-based Funding					
Revenue					-
Expense					-
Balance			-	-	-
TOTAL GRANTS					
Revenue			-	-	5,028.00
Expense			-	20.90	199,112.90
Balance			-	(20.90)	(194,084.90)

Elm Creek Watershed Management Commission 2019 Treasurer's Report

Claims Presented		General Ledger Account No	October	November	TOTAL
Campbell Knutson - Legal		521000		1,273.20	1,273.20
Connexus - Rain Gauge		551100		17.67	17.67
Barr Engineering - Proj Rev Consultant		578050			12,279.50
Barr Eng - Consultant Ravinia		240201		1,202.50	
Barr Eng - Consultant Beacon Ridge		578050		11,077.00	
Barr Eng - Consultant Cloquet Island		578050			
Hennepin County Treasurer					0.00
HCEE - Tech Svcs Project Reviews		578000		18,382.18	
HCEE - Tech Svcs WCA		579500		817.50	
HCEE - Floodplain Mapping Total Credit		580440		-21,483.37	
HCEE - Credit to apply to Q4 invoice				2,283.69	
JASS					8,625.89
Administration		511000		6,249.01	
TAC Support		511000		1,024.88	
Annual Report		511000			
Website		581000		105.00	
Project Reviews		578100		924.89	
WCA		579000			
WCA Admin Reimbursable Mayers		240301		22.50	
Plan Amendment		541500		0.99	
Education		590000		7.05	
CIPs General		563001		147.06	
CIPs Fish Lake Alum Trmt Ph 1		563001			
Grant Opportunities		511000			
Grant - Fish Lake CWLA		511000		20.90	
Grant - Rush Creek SWA		511000			
Floodplain Mapping Admin		511000		123.61	
TOTAL CLAIMS					22,196.26

**Elm Creek Watershed Management Commission
2019 Treasurer's Report - Capital Improvement Project Tracking**

item 02b

CIPs		Amount	%age	TOTAL 2016	TOTAL 2017	TOTAL 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	TOTAL 2019	TOTAL ALL YEARS
2014-01 Medina Tower Drive		68,750	52.380																
	Revenue			(37.13)	(15.52)	6.56												-	68,870.35
	Expense			-	-	-												-	1,989.80
	Payment to City										66,760.20							66,760.20	66,760.20
	To Closed Project Account																	(120.35)	120.35
	Balance			(37.13)	(15.52)	6.56					(66,760.20)							(66,880.55)	(0.00)
2016-01 Fox Creek Phase 2 Bank Stabil		80,312.00	16.296																
	Revenue			-	80,353.26	(98.25)							(772.06)					(772.06)	79,482.95
	Expense			106.32	-	-												-	106.32
	Balance			(106.32)	80,353.26	(98.25)					-		(772.06)					(772.06)	79,376.63
2016-04 Rush Creek Main Stem Restora		75,000.00	15.219																
	Revenue			-	75,042.75	(91.75)							(721.02)					(721.02)	74,229.98
	Expense			106.32	-	-												-	106.32
	Balance			(106.32)	75,042.75	(91.75)					-		(721.02)					(721.02)	74,123.66
2016-05 Fish Lake Alum Trmt Phase 1		75,000.00	15.219																
	Revenue			-	75,042.75	(91.75)							(721.02)					(721.02)	74,229.98
	Expense			106.32	-	-												-	106.32
	Balance			(106.32)	75,042.75	(91.75)					-		(721.02)	-	-			(721.02)	74,123.66
2017-01 Fox Creek Phase 3 Streambank		112,500.00	25.714																
	Revenue			-	-	112,347.11							84.46					84.46	112,431.57
	Expense			-	135.85	-												-	135.85
	Balance			-	(135.85)	112,347.11					-		84.46					84.46	112,295.72
2017-03 Mill Pond Fishery & Habitat Res		250,000.00	57.143																
	Revenue			-	-	249,663.63							187.69					187.69	249,851.32
	Expense			-	135.86	-												-	135.86
	Balance			-	(135.86)	249,663.63					-		187.69					187.69	249,715.46
2017-04 Rain Garden at Independence A		75,000.00	17.143																
	Revenue			-	-	74,899.52							56.30					56.30	74,955.82
	Expense			-	135.85	-												-	135.85
	Balance			-	(135.85)	74,899.52					-		56.30					56.30	74,819.97
2018-01 Rush Creek Ph 3 Main Stem St		75,000.00	16.216																
	Revenue			-	-	-							38,404.58					38,404.58	38,404.58
	Expense			-	-	115.18												-	115.18
	Balance			-	-	(115.18)					-		38,404.58					38,404.58	38,289.40
2018-02 Elm Creek Reach D Stream Re		212,500.00	45.946																
	Revenue			-	-	-							108,814.55					108,814.55	108,814.55
	Expense			-	-	115.18												-	115.18
	Balance			-	-	(115.18)					-		108,814.55					108,814.55	108,699.37
2018-03 Elm Creek Phase III Stream Re		100,000.00	21.622																
	Revenue			-	-	-							51,207.69					51,207.69	51,207.69
	Expense			-	-	115.18												-	115.18
	Balance			-	-	(115.18)					-		51,207.69					51,207.69	51,092.51

**Elm Creek Watershed Management Commission
2019 Treasurer's Report - Capital Improvement Project Tracking**

item 02b

CIPs		Amount	%age	TOTAL 2016	TOTAL 2017	TOTAL 2018	JAN 2019	FEB 2019	MAR 2019	APR 2019	MAY 2019	JUN 2019	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	TOTAL 2019	TOTAL ALL YEARS
2018-04 Downs Road Trail Rain Garder		75,000.00	16.216																
	Revenue			-	-	-							38,404.58					38,404.58	38,404.58
	Expense			-	-	115.18												-	115.18
	Balance			-	-	(115.18)					-		38,404.58					38,404.58	38,289.40
2019-01 Rush Creek Main Stem Ph 3		25,000.00																	
	Revenue			-	-	-												-	-
	Expense			-	-	-									102.77			102.77	102.77
	Balance			-	-	-					-		-	-	(102.77)			(102.77)	(102.77)
2019-02 Ranchview Wetland Restoration		125,000.00																	
	Revenue			-	-	-												-	-
	Expense			-	-	-									102.78			102.78	102.78
	Balance			-	-	-					-		-	(102.78)				(102.78)	(102.78)
2019-04 Hickory Drive Stormwater Impr		76,823.00																	
	Revenue			-	-	-												-	-
	Expense			-	-	-									102.78			102.78	102.78
	Balance			-	-	-					-		-	(102.78)				(102.78)	(102.78)
2019-05 Downtown Regional Stormwater		26,477.00																	
	Revenue			-	-	-												-	-
	Expense			-	-	-									102.77			102.77	102.77
	Balance			-	-	-					-		-	(102.77)				(102.77)	(102.77)
2019-06 Elm Creek Restore Ph IV		150,000.00																	
	Revenue			-	-	-												-	-
	Expense			-	-	-									102.78			102.78	102.78
	Balance			-	-	-					-		-	(102.78)				(102.78)	(102.78)
TOTAL CIP																			
	Revenue			249,795.17	494,329.63	436,392.95	-	-	-	-	-	-	196,541.17	-	-	-	-	196,541.17	1,508,629.05
	Expense			812.59	407.56	570.54	-	-	-	-	-	-	-	-	513.88	-	-	513.88	8,532.35
	Payments			245,276.36	1,836.48	322,859.09	-	-	-	-	66,760.20	-	-	-	-	-	-	66,760.20	636,732.13
	Balance			3,706.22	492,085.59	111,741.60	-	-	-	-	(66,760.20)	-	196,541.17	-	(513.88)	-	-	129,146.74	862,022.50
CLOSED PROJECT FUND																			
	2014-02 Champlin Mill Pond Dam					82.31													82.31
	2015-01 Plymouth Elm Creek Restoration					1,139.41													1,139.41
	2014-01 Medina Tower Drive																	120.35	120.35
	Balance Closed Project Fund																		1,342.07
TOTAL CIP & Closed Project Fund																			
																			863,364.57
COMPLETED PROJECTS \$0 BALANCE																			
	2016-02 Miss River Shore Repair/Stabilization					COMPLETE													
	2016-03 EC Dam at Mill Pond					COMPLETE													

CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
(651) 452-5000

Elm Creek Watershed Management Commission
 c/o Judie A. Anderson, Exec. Secty.
 3235 Fernbrook Lane
 Plymouth MN 55447

Page: 1
 October 31, 2019
 Account # 1448G

SUMMARY STATEMENT

PREVIOUS BALANCE	FEES	EXPENSES	CREDITS	PAYMENTS	BALANCE
1448-0000 RE: GENERAL MATTERS					
SERVICES RENDERED TO DATE:					
31.00	1,238.00	4.20	0.00	0.00	<u>\$1,273.20</u>

Amounts due over 30 days will be subject to a finance charge of
 .5% per month (or an annual rate of 6%). Minimum charge - 50 cents.

CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
(651) 452-5000

Elm Creek Watershed Management Commission
c/o Judie A. Anderson, Exec. Secty.
3235 Fernbrook Lane
Plymouth MN 55447

Page: 1
October 31, 2019
Account # 1448-0000G
218

RE: GENERAL MATTERS
SERVICES RENDERED TO DATE:

			HOURS	
10/04/2019	JJJ	Emails and telephone call Judie, follow-ups re: JPA and rules revision project.	0.20	31.00
10/07/2019	SNC	Review of watershed rules for conformity with Minnesota law.	1.00	155.00
10/08/2019	SNC	Revise JPA and review of amendments to 103B.	1.30	201.50
10/09/2019	JJJ	Review JPA, revisions to draft.	1.00	155.00
	SNC	Revise JPAs establishing watershed; email to J. Anderson.	0.40	62.00
10/10/2019	SNC	Review EC rules.	0.70	108.50
10/11/2019	JJJ	Revisions to drafts/JPA review.	0.30	46.50
	SNC	Revise EC rules; email to J. Anderson.	0.20	31.00
10/14/2019	JJJ	Emails Judie re: CIP 2009-04, review and advise.	0.30	46.50
	JJJ	Emails Judie re: Commission contract with Barr for services.	0.50	77.50
10/18/2019	JJJ	Follow-ups on Barr contract.	0.30	46.50
	JMO	Review e-mails and attachments; prepare draft Professional Services Agreement with Barr Engineering for attorney review.	1.40	126.00
10/21/2019	JJJ	Review draft professional services agreement.	0.30	46.50
	JMO	Make attorney's revisions to Professional Services Agreement and e-mail same.	0.30	27.00
10/23/2019	JJJ	Follow-ups with Judie re: contracts, JPAs.	0.50	77.50
		AMOUNT DUE	8.70	1,238.00

Elm Creek Watershed Management Commission

Page: 2
October 31, 2019
Account # 1448-0000G
218

RE: GENERAL MATTERS
SERVICES RENDERED TO DATE:

10/24/2019	Photocopy expense.	<u>4.20</u>
	TOTAL DISBURSEMENTS	4.20
	TOTAL CURRENT WORK	1,242.20
	PREVIOUS BALANCE	\$31.00
	TOTAL AMOUNT DUE	<u>\$1,273.20</u>

Amounts due over 30 days will be subject to a finance charge of
.5% per month (or an annual rate of 6%). Minimum charge - 50 cents.

CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
(651) 452-5000

Elm Creek Watershed Management Commission
c/o Judie A. Anderson, Exec. Secty.
3235 Fernbrook Lane
Plymouth MN 55447

Page: 1
September 30, 2019
Account # 1448G

SUMMARY STATEMENT

PREVIOUS BALANCE	FEES	EXPENSES	CREDITS	PAYMENTS	BALANCE
1448-0000 RE: GENERAL MATTERS					
SERVICES RENDERED TO DATE:					
158.50	46.50	0.00	0.00	-174.00	<u>\$31.00</u>

Amounts due over 30 days will be subject to a finance charge of
.5% per month (or an annual rate of 6%). Minimum charge - 50 cents.

CAMPBELL KNUTSON
Professional Association
Attorneys at Law
Federal Tax I.D. #41-1562130
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
(651) 452-5000

Elm Creek Watershed Management Commission
c/o Judie A. Anderson, Exec. Secty.
3235 Fernbrook Lane
Plymouth MN 55447

Page: 1
September 30, 2019
Account # 1448-0000G
217

RE: GENERAL MATTERS
SERVICES RENDERED TO DATE:

			HOURS	
09/24/2019	JJJ	Emails and telephone call Judie re: JPA and Rules, TAC question.	0.30	46.50
		AMOUNT DUE	0.30	46.50
		TOTAL CURRENT WORK		46.50
		PREVIOUS BALANCE		\$158.50
09/18/2019		Payment - thank you		-174.00
		TOTAL AMOUNT DUE		<u>\$31.00</u>

Amounts due over 30 days will be subject to a finance charge of
.5% per month (or an annual rate of 6%). Minimum charge - 50 cents.



Account Number: 481113-238425 **item 02b**

ELM CREEK WATERSHED MGMT ORG

Monthly Statement

Service Address
ELM CREEK RD
DAYTON MN

Billing Summary

Billing Date: Oct 17, 2019

Previous Balance	\$19.51
Payments - Thank You!	\$19.51
Balance Forward	\$0.00
New Charges	\$17.67

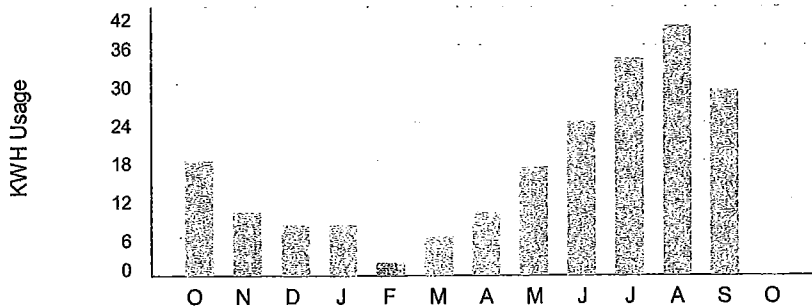
Total Amount Due **\$17.67**

Payment must be received on or before November 13, 2019

Energy Comparison

Previous Months' Usage

Current Month's Usage



How to contact us

Member Services / Moving - 763-323-2650
Outages and Emergencies - 763-323-2660
Hearing/Speech Impaired Call - 711 or 800-627-3529
Email: info@connexusenergy.com
www.connexusenergy.com
Gopher State One Call - 811
14601 Ramsey Boulevard, Ramsey, MN 55303

Total Amount Due

\$17.67

Due Date

November 13, 2019

Message Center

Your Community, Your Choice

We are giving you the opportunity to help your favorite local organization. With our monthly "Your Community, Your Choice" online program, you pick the charity that receives a \$1,000 donation from Connexus Energy. Visit us at connexusenergy.com for more information.

\$500 Electric Vehicle (EV) charger rebate

Get a \$500 rebate when you install a Level 2 charger in your home for charging your electric vehicle. To qualify, you must be enrolled in our Time-of-Day or Off-Peak rate programs. Get the details at connexusenergy.com.

▼ Please detach at perforation and return this portion with a check or money order made payable to Connexus Energy ▼

TRA3-D-007637/007478 AGXGCW S1-ET-M1-C00002 1



Account Number:

481113-238425

Total Amount Due

\$17.67

Payment Due By

November 13, 2019

007637 1 AB 0.409 003632/007637/007478 027 02 AGXGCW
ELM CREEK WATERSHED MGMT ORG
3235 FERNBROOK LN N
PLYMOUTH MN 55447-5325



Connexus Energy
PO Box 1808
Minneapolis, MN 55480-1808

00001767 0004811130238425 000000 00000 000000000000 0000002



INVOICE

Barr Engineering Co.
 4300 MarketPointe Drive, Suite 200
 Minneapolis, MN 55435
 Phone: 952-832-2600; Fax: 952-832-2601
 FEIN #: 41-0905995 Inc: 1966

Ms. Judie Anderson
 Elm Creek Watershed Management
 JASS-Watershed Administrators
 3235 Fernbrook Lane
 Plymouth, MN 55447

October 7, 2019

Invoice No: 23270F55.05 - 14

Total this Invoice	\$782.50
---------------------------	-----------------

Regarding: Elm Creek Wetland Mitigation Monitoring

This invoice is for professional services related to Elm Creek Wetland Mitigation Monitoring project, which included the following tasks:

Job 001 – Ravinia Wetland Mitigation

Task 003 –2019 Monitoring and Report

- Preparation for field work
- Site visits to complete vegetation survey

Professional Services from July 13, 2019 to September 6, 2019

Job:	001	Ravinia Wetland Mitigation
Task:	003	2019 Monitoring and Report

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist II				
Burgner, Brian	7.00	105.00	735.00	
Support Personnel II				
Nypan, Nyssa	.50	95.00	47.50	
	7.50		782.50	
Subtotal Labor				782.50
		Task Subtotal		\$782.50
		Job Subtotal		\$782.50
		Total this Invoice		\$782.50

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	782.50	16,592.25	17,374.75	16,592.25	782.50

Thank you in advance for your prompt processing of this invoice. If you have any questions, please contact your Barr Project Manager, Jeff Weiss, Phone: 952-832-2706 or E-Mail: jweiss@barr.com.

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



INVOICE

Barr Engineering Co.
 4300 MarketPointe Drive, Suite 200
 Minneapolis, MN 55435
 Phone: 952-832-2600; Fax: 952-832-2601
 FEIN #: 41-0905995 Inc: 1966

Ms. Judie Anderson
 Elm Creek Watershed Management
 JASS-Watershed Administrators
 3235 Fernbrook Lane
 Plymouth, MN 55447

October 25, 2019
 Invoice No: 23270F55.05 - 15

Total this Invoice	\$420.00
---------------------------	-----------------

Regarding: Elm Creek Wetland Mitigation Monitoring

This invoice is for professional services related to Elm Creek Wetland Mitigation Monitoring project, which included the following tasks:

Job 001 – Ravinia Wetland Mitigation

Task 003 –2019 Monitoring and Report

- Preparation for field work
- Site visits to complete vegetation survey

Professional Services from September 7, 2019 to October 4, 2019

Job:	001	Ravinia Wetland Mitigation
Task:	003	2019 Monitoring and Report

Labor Charges

	Hours	Rate	Amount	
Engineer / Scientist / Specialist II				
Burgner, Brian	4.00	105.00	420.00	
	4.00		420.00	
Subtotal Labor				420.00
		Task Subtotal		\$420.00
		Job Subtotal		\$420.00
		Total this Invoice		\$420.00

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	420.00	17,374.75	17,794.75	16,592.25	1,202.50

Outstanding Invoices

Invoice	Date	Balance
14	10/7/2019	782.50
Total		782.50

Thank you in advance for your prompt processing of this invoice. If you have any questions, please contact your Barr Project Manager, Jeff Weiss, Phone: 952-832-2706 or E-Mail: jweiss@barr.com.

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



INVOICE

Barr Engineering Co.
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
Phone: 952-832-2600; Fax: 952-832-2601
FEIN #: 41-0905995 Inc: 1966

Ms. Judie Anderson
 Elm Creek Watershed Management
 JASS-Watershed Administrators
 3235 Fernbrook Lane
 Plymouth, MN 55447

October 25, 2019

Invoice No: 23270F55.03 - 103

Total this Invoice	\$11,077.00
---------------------------	--------------------

Regarding: Development Reviews

This invoice is for professional services related to Elm Creek Watershed Management Commission project reviews, which included the following tasks:

Task 170 – 2019-009 Beacon Ridge

- Review of submitted materials
- Communications with the City and developer during project review
- Presenting the project at the May ECWMC meeting
- Project management and invoicing

Professional Services from May 18, 2019 to October 4, 2019

Job:	JOB3	Project Review
Task:	170	2019-009 Beacon Ridge

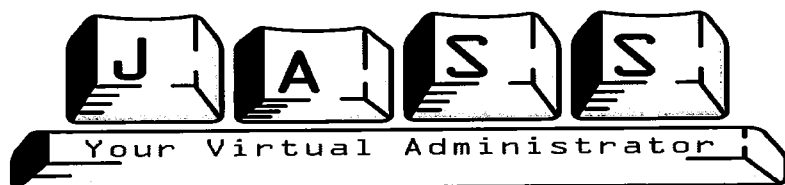
Labor Charges

	Hours	Rate	Amount
Engineer / Scientist / Specialist III			
Weiss, Jeffrey	70.90	135.00	9,571.50
Engineer / Scientist / Specialist II			
Hlavaty, Heather	1.90	100.00	190.00
Mullen, Ross	1.10	110.00	121.00
Engineer / Scientist / Specialist I			
Austin-Petersen, Andrew	11.90	90.00	1,071.00
Support Personnel II			
Nypan, Nyssa	1.30	95.00	123.50
	87.10		11,077.00
Subtotal Labor			11,077.00
		Task Subtotal	\$11,077.00
		Job Subtotal	\$11,077.00
		Total this Invoice	\$11,077.00

Thank you in advance for your prompt processing of this invoice. If you have any questions, please contact your Barr Project Manager, Jeff Weiss Phone: 952-832-2706 or E-Mail: jweiss@barr.com.

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



3235 Fernbrook Lane
Plymouth MN 55447

Elm Creek Watershed Management Commission
3235 Fernbrook Lane
Plymouth, MN 55447

6-Nov-19

Total by
Project Area

Administrative	1.17	55.00	64.35	
Administrative	57.47	60.00	3,448.20	
Admin - Offsite	1.95	70.00	136.50	
Office Support	9.25	200.00	1,850.00	
Storage Unit	1.00	140.62	140.62	
Data Processing/File Mgmt	1.00	55.00	55.00	
File Management	2.25	60.00	135.00	
Admin - Reimbursable Expense	419.34	1.00	419.34	6,249.010
Admin - TAC support	0.42	55.00	23.10	
Admin - TAC support	2.11	60.00	126.60	
Admin - TAC support offsite	2.50	70.00	175.00	
TAC Support - Reimbursable Expense	700.18	1.00	700.18	1,024.880
Website		55.00	0.00	
Website	1.00	60.00	60.00	
Website - Reimbursable Expense		1.00	0.00	
Web Domain, hosting	45.00	1.00	45.00	105.000
Project Reviews - Secre		55.00	0.00	
Project Reviews - Admin	13.45	60.00	807.00	
Project Reviews - Reimbursable Expense	117.89	1.00	117.89	924.890
WCA - Secre		55.00	0.00	
WCA - Admin		60.00	0.00	
WCA - Reimbursable Expense	22.50	1.00	22.50	22.500
Education - Secretarial		55.00	0.00	
Education - Admin		60.00	0.00	
Education - Admin Offsite		70.00	0.00	
Education - Reimbursable Expense	7.05	1.00	7.05	7.050
CIPs - General - Secretarial		55.00	0.00	
CIPs - Administrative	1.92	60.00	115.20	
CIPs- Offsite Admin		70.00	0.00	
CIPs - reimbursables	31.86	1.00	31.86	147.060
Fish Lake CWLA - Admin		55.00	0.00	
Fish Lake CWLA - Admin		60.00	0.00	
Fish Lake CWLA - Reimbursables	20.90	1.00	20.90	20.900
Plan Amendment - Secre		55.00	0.00	
Plan Amendment - Admin		60.00	0.00	
Plan Amendment - Offiste		65.00	0.00	
Plan amendment - reimbursable	0.99	1.00	0.99	0.990
Floodplain mapping - admin		60.00	0.00	
Floodplain mapping reimbursable expense	123.61	1.00	123.61	123.610

Invoice Total

8,625.890


Hennepin County
 Public Works

Department of Environment and Energy

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

612-348-3777, Phone

612-348-8532, Fax

hennepin.us/environment

Bill To:**Elm Creek Watershed Management Commission**

3235 Fernbrook Lane

Plymouth, MN 55447

Invoice**Date**

10/25/19

Contract

A199745

Description	County Contribution/Refund	Total Amount
3rd quarter 2019 invoice (July 1 – September 30, 2019) for technical services, WCA, Elm Creek Floodplain Mapping, Conservation Promotion		
<ul style="list-style-type: none"> Site Plan Review & Meeting Attendance (162.5 hrs.) 		\$17,668.90
<ul style="list-style-type: none"> WCA (12.5 hrs.) 		\$817.50
<ul style="list-style-type: none"> Conservation Promotion (24 hrs.) 	\$713.28	\$713.28
Subtotal:		\$19,199.68
<ul style="list-style-type: none"> Elm Creek Floodplain Mapping (paid by ECWMC, to be reimbursed through offsets to other services) <ul style="list-style-type: none"> Balance remaining to ⁹reimburse in Q4: \$2,283.66 	\$21,483.37	
<ul style="list-style-type: none"> 2019 Payments and other credits to-date 		\$59,915.12
<ul style="list-style-type: none"> Accrued 2019 TA & WCA costs to-date - <i>not to exceed a total of \$202,285.08, for technical services and WCA in 2019 unless amended per Agreement.</i> 		\$59,915.12
<i>Costs associated with the Commission's participation in the Department led volunteer monitoring/education programs (Riverwatch and WHEP at a not-to-exceed amount of \$7,000, will be billed on a lump sum basis with the 4th quarter 2019 invoice.</i>		
		AMOUNT DUE \$0.00

elm creek

Watershed Management Commission

ADMINISTRATIVE OFFICE
3235 Fernbrook Lane
Plymouth, MN 55447
PH: 763.553.1144
FAX: 763.553.9326
email: judie@jass.biz
www.elmcreekwatershed.org

TECHNICAL OFFICE
Hennepin County
Environment and Energy Dept
701 Fourth Ave S Suite 700
Minneapolis, MN 55415-1600
PH: 612.348-7338 • FAX: 612.348.8532
Email: James.Kujawa@hennepin.us

STAFF REPORT November 6, 2019

- a. 2015-004 Kinghorn Outlot A, Rogers.** This is a 31-acre site located between the Clam and Fed Ex sites on the west side of Brockton Road and I-94. The proposed site will have two warehouse buildings with associated parking and loading facilities. In June 2015 the Commission approved this project with three conditions. Revisions have yet to meet the Commission's approval conditions. This project was extended by the City of Rogers earlier this year. It will remain active on this report.
- b. 2016-040 Kinghorn 4th Addition, Rogers.** This is a 13.7-acre parcel located in the northwest corner of the intersection of Brockton Lane and Rogers Drive. An industrial warehouse with 8.8 acres of new impervious area is proposed for the site. The plan includes the use of a NURP pond and a biofiltration basin to meet Commission requirements for rates, water quality and abstraction. The adjacent site is likely to be developed in the near future and some of the stormwater features were oversized to accommodate this future development. In November 2016 the Commission approved the project with six conditions. Three conditions remain outstanding and are expected to be addressed during final design: 4) an O&M Plan for the pond and biofiltration basin must be completed and recorded on the final plat; 5) modification of the storm sewer system to maximize the area draining to the NURP pond; and 6) receipt and review of wetland-related documentation if wetlands are present. Staff has discussed the project with the City and been in contact with the project engineer to receive an update, but no new information has been provided.
- c. 2016-047 Hy-Vee North Maple Grove.** The applicant is proposing to disturb 13 acres of a 20.4-acre site located at the northeast corner of Maple Grove Parkway and 99th Avenue for the purpose of constructing a grocery store, fuel station, convenience store and parking facilities. In findings dated January 10, 2017, Staff recommended approval of this project subject to three conditions. The Commission approved Staff's recommendations at their January 11, 2017 meeting with the additional requirement that the Commission receive and comment on a WCA impact notice. (Also see Project 2019-023 99th Avenue Apartments. That project is part of this PUD and had the same requirements prior to approval.) *No new information on the Hy-Vee site plan has been received to date.*
- d. 2017-039 Rush Creek Apartments, Maple Grove.** This project is located in the southwest quadrant of the intersection of Bass Lake Road (CSAH 10) and Troy Lane (CSAH 101). The project area is 8.2 acres in size and includes two phases of construction. Phase I is 236 apartment units located on 6.0 acres; Phase II is a future 76-unit apartment building located on 2.2 acres in Outlot C of this development. The Commission will review this project for conformance to Rules D, E and I. Findings with no recommendations dated November 15, 2017, were provided to the applicant and the City. The applicant requested and was granted an extension of the deadline per MN statute 15.99 to December 31, 2019. According to the agent for this project, a new layout and project application were submitted to Maple Grove in January 2019 and the project is still considered active by the City. *No new information has been received by Commission staff as of this update.*

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e. 2017-050W Ernie Mayers Wetland/floodplain violation, Corcoran. The City of Corcoran contacted the Commission in December 2017 concerning drainage complaints on Mayers' property. Technical Evaluation Panels (TEPs) were held in 2017 and 2018 to assess the nature and extent of the violations and a restoration order was issued to Mayers. On October 30, 2018, an appeal of the restoration order was received by BWSR. BWSR issued an order of abeyance (stay) on the appeal until April 1, 2019. An application for a replacement plan was received from Mayers on January 29, 2019. It addresses the wetland fill (4:1 replacement request) and drain tile (disable existing tile) impacts, but requests additional time to submit an application to address the ditch (WCA jurisdiction) and floodplain (Commission jurisdiction) impacts. A TEP was held February 28, 2019 to address the replacement plan and provide guidance to the LGU. The City of Corcoran assumed WCA LGU responsibilities for this project March 1, 2019. Corcoran and BWSR have extended the decision process until July 30, 2019. An updated replacement plan was received by the City of Corcoran on July 24, 2019. A TEP was held on August 13 to discuss the plan. Corcoran extended the deadline for their decision to November 21, 2019. Mayers' wetland consultant indicated they were putting together a plan to comply with most, if not all, of the components for the restoration plan recommended by the TEP. *No new information has been received to date.*

f. 2018-020 North 101 Storage, Rogers. This is an existing 3-acre lot in the northwest corner of Highway 101 and CR144. The current land use is a combination of mini-storage units and outdoor storage. The site is proposed for complete demolition and construction of seven new mini-storage buildings. At their July meeting the Commission approved Staff findings dated July 9, 2018, pending four items relating to abstraction requirements and the infiltration system. The applicant requested and was granted an extension to December 31, 2019, provided the review process with the City of Rogers does not expire.

g. 2018-046 Graco Expansion, Rogers. This project is the expansion of an existing building. The site is located in an area that has regional ponding provided for rate control purposes, but needs to account for water quality and abstraction requirements on site prior to discharging offsite as part of the improvements. The Commission granted conditional approval at their October meeting. Conditions of approval were to submit a SWPPP plan meeting requirements, clarify maintenance responsibilities for the iron enhanced sand filter, and a letter from the City of Rogers stating their intentions to provide the water quality deficit in an upcoming project. Staff confirmed several minor plan revisions remain in conformance with the original approval. This item will remain on the Staff report until such time as the water quality deficit has been made up.

h. 2019-001 Fernbrook View Apartments, Maple Grove. This is a 4.85-acre rural residential lot located at the northeast intersection of CSAH 81 at Fernbrook Lane. The applicant proposes to construct a 2-story, 42-unit apartment building. This project was reviewed and approved at the February 2019 Commission meeting with the following conditions: 1) the Commission recommends the applicant pursue utilizing water from the NURP pond for irrigation needs for this property; 2) long term operation and maintenance on the stormwater basin must be addressed; 3) mean average pond depth must meet the Commission standard; 4) pond filter bench details must be provided. This project was placed on hold by the applicant. In an email dated Sept. 4, 2019, the applicant stated that construction is scheduled to begin May 1, 2020 and they will start revising the plans per Commission comments in the next few weeks. *This approval will expire February 13, 2020 (one year after approval) if not extended by the applicant.*

i. 2019-016 Rogers Retail Development, Rogers. This project is located at the southwest intersection of Highway 81 and I-94. It is a 1.38-acre retail/commercial parcel that has an existing restaurant building on it. The applicant is proposing to demolish the existing building and construct two separate buildings on the lot. This project was approved by the Commission at their July 2019 meeting contingent upon the applicant

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meeting five conditions outlined in Staff findings signed July 19, 2019. As of this month the applicant has recorded the D&U easement and agreements over the underground chamber system. *Staff has received the recorded documents but is still awaiting information on the infiltration on the system.*

j. 2019-024 Boston Scientific Weaver Lake Road, Building 2 East Addition, Maple Grove. Boston Scientific is building an addition on the east side of Building 2 to provide more production and office space for their existing facility. The project includes moving the existing service drive and site utilities on the east side Building 2 to the east within the BSC property to create space for the building addition. About 1.9 acres of the site will be disturbed and 1.06 acres of impervious surface will be added. This project was reviewed for compliance to Rules D, E, F, and I. Based on Staff findings dated September 11, 2019, at their September 2019 meeting the Commission approved the project contingent upon: 1) site plan that provides the irrigation areas to be irrigated by the new system and 2) an operation and maintenance plan for the irrigation system approved by the City and the Commission and recorded on the land title. *No new information has been received as of this update.*

k. 2019-025 Dayton Parkway Interchange, Dayton. The City of Dayton is proposing to construct Dayton Parkway, which will connect CSAH 81 to CSAH 101 on the east and west sides, respectively, of I-94. The project will also include a full access interchange with I-94. The project will disturb approximately 60 acres and will result in an increase of impervious area by 11.4 acres. The project was reviewed for compliance with Rules D, E, F, G, and I. The project proposes the use of several filtration basins (with sediment forebays), wet ponds, and a filtration swale to meet the Commission's requirements for stormwater management. Construction is scheduled to begin in 2020 and will last for two construction seasons. *The project was conditionally approved at the Commission's September meeting, with two conditions: 1) resolve issues related to wetland buffers; and 2) confirm that the City and MnDOT will be responsible for O&M of all BMPs. Both of these conditions have been met, so this project can be removed from future reports. UPDATE: On October 15, the Engineer for the project provided an update regarding pond configurations. The location of one of the seven ponds was moved, and the drainage areas were slightly modified. The overall performance of the stormwater management at the site did not change significantly, and the project still meets Commission standards.*

l. 2019-026 Interstate Power Systems, Rogers. This project consists of constructing a 1.06-acre building to house a semi-truck mechanical shop and 6.06 acres of parking and driveways. The total new impervious area will be approximately 7.11 acres. Stormwater management is being proposed by multiple detention ponds. The project is being reviewed for conformance with Rules D, E, G, and I. *Findings and a recommendation will be provided at the Commission's meeting.*

m. 2019-027 Havenwood at Maple Grove, Maple Grove. This is a 5.6-acre site located at the northwestern intersection of Bass Lake Road (CR10) and Troy Lane (CR101). The site is proposed to be subdivided into two lots. The southerly lot will be 4.5-acres with a 150-unit senior living facility. The remaining outlot (~1.3 acres) is anticipated to be a daycare facility. The project will create 3.53 acres of new impervious areas. It triggers review of the site plans for conformance to Rules D and E. *In their findings dated Staff recommends approval contingent upon the irrigation pond and system having an operation and maintenance plan approved by the City and Commission and recorded on the title for this property. A copy of the recorded document must be provided to the Commission.*

n. 2019-028 Howell Meadows, Maple Grove. *This is a 5.3-acre site located east of Brockton Lane (CR 101) at 64th Avenue. It is a remnant piece of property surrounded by the Fieldstone development on the north, south and east with the City of Corcoran and the Ravinia Development across Brockton Lane to the west.*

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The site is proposed to be subdivided into ten residential lots. The project will create a total of 1.505 acres of new impervious areas. This site plan triggers the Commission's review for conformance to Rules D, E and I. Staff recommends approval contingent upon LGU approval of WCA wetland impacts/replacement plans.

o. 2019-029 South Prominence, Maple Grove. *This is a 12-acre site located on the north side of Fieldstone Boulevard near 63rd Avenue. It consists of two large lot residential parcels proposed to be developed into 21 residential lots. This a remnant piece of property surrounded by the Fieldstone development on the north, south and west sides and the Prominence Woods project (2005-024) on the east side of this parcel. The South Prominence site includes a four (4) lot area that is already platted (the Prominence Woods development), two areas that will be ghost-platted into eight (8) lots in the future and this site plan, which is 13 lots. The project will create a total of 2.5 acres of new impervious areas on the ghost-platted (8 lots) and South Prominence (13 lots) parcels. This site plan triggers the Commission's review for conformance to Rules D, E and I. Updated recommendations will be provided to the Commission at their meeting.*

FINAL RECORDINGS OR OTHER DOCUMENTATION ARE DUE ON THE FOLLOWING PROJECTS: *(Staff reached out to the cities for updates on these projects on October 2, 2019.)*

ag. 2013-046 Woods of Medina, Medina. In January 2015 the Commission approved this project with two conditions. This project remained active throughout this period with the final plat recently approved by the City. No significant changes were made to the original plans. The two conditions were 1) compliance to the WCA requirements and 2) final approval and recording of the O & M plans. The WCA condition has been met with only the O&M plan condition remaining. On February 5, 2019 Dusty Finke reported that the City is awaiting final plat application for this project.

ah. 2014-015 Rogers Drive Extension, Rogers. This project involves improvements along Rogers Drive from Vevea Lane to Brockton Lane. The project is located east of I-94, south of the Cabela development. The total project area is 8.0 acres; proposed impervious surfaces total 5.6 acres. Site plans received July 1, 2014 met the requirements of the Commission with the exception of the nutrient control. The Commission approved the site plan contingent upon the City deferring 4.6 lbs. of phosphorus for treatment in future ponding opportunities as the easterly corridor of Rogers Drive develops. 2.3 lbs. will be accounted for in the Kinghorn Spec. Building site plan, with 2.3 lbs. still outstanding. This item will remain on the report until the total deferral is accounted for.

ai. 2015-030 Kiddiegarten Child Care Center, Maple Grove. Approved December 9, 2015. If the City does not take over the operation and maintenance of the underground system and the sump catch basins, an O&M agreement for the underground trench/pond system must be approved by the Commission and the City and recorded with the title. On February 5, 2019 Derek Asche contacted the owner requesting a copy of the recorded maintenance agreement. No update was available on July 2, 2019.

aj. 2016-002 The Markets at Rush Creek, Maple Grove. This is a proposal to develop 40 acres of a 123-acre PUD located in the southwest quadrant of the intersection of CSAH 101 and CSAH 10. In 2016 the Commission granted Staff authority to administratively approve the project and report any updates. Updated plans with some minor layout revisions were reviewed by Staff and administratively approved on July 24, 2018, contingent upon the Operation and Maintenance Plan approval and recordings. On February 5, 2019 Derek Asche contacted the project manager requesting a copy of the recorded maintenance agreement. No update was available on July 2, 2019.

ak. 2016-005W Ravinia Wetland Replacement Plan, Corcoran. In December 2016 the Commission approved Staff's recommendations on this wetland replacement plan. Final wetland impacts are 1.22 acres. Wetland credits created on site will be 4.01 acres. Excess credits of 0.75 acres are proposed to be used on Lennar's Laurel Creek development in Rogers (2017-014). All approval contingencies have been met and construction is completed.. Vegetation planting and

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management took place throughout 2017. Barr Engineering is providing monitoring to ensure the replacement meets the performance standards of the approved plans. Their first annual report was submitted to the US Army Corps of Engineers on February 7, 2019. Kevin Mattson indicated on October 2, 2019 that no further updates are available.

al. 2017-014 Laurel Creek, Rogers. In June 2017 the Commission approved this project with four conditions. All contingency items have been provided with the exception of the O&M agreement which is being negotiated by the City as to whether the City or the HOA will be responsible for the operation and maintenance of the stormwater management facility. On August 31, 2017, Andrew Simmons responded that the O&M agreement is still being negotiated.

am. 2017-017 Mary Queen of Peace Catholic Church, Rogers. In June 2017 the Commission granted Staff approval authority pending satisfactory compliance with Staff's findings. All items from the findings have been completed with the exception of the O&M agreement for the stormwater facilities. On June 7, 2018 Andrew Simmons reported that the Church is in the process of revising the stormwater management plan for the site to include water reuse instead of a biofiltration pond. The Commission should receive a revised application in the near future. There are also underlying utility easement issues with this project that are holding up the final recording of the plat against which to record the maintenance agreement. On February 5, 2019 Simmons reported that the final plat has yet to be recorded.

an. 2017-029 Brayburn Trails, Dayton. At their August 2017 meeting the Commission approved Staff's findings dated August 2, 2017 with five conditions. All of the conditions have been met except for the final recordings of the O&M agreements and easements. On March 7, 2018, the City reported: final plat approval has not been granted, easements will be recorded as plats are approved. Ponds will be maintained by the City of Dayton. An agreement, and additional easement, will be required for a water re-use system within one of the ponds (between the City and HOA). This system is not part of the first addition – the timing of said improvements/agreement is unknown. Construction was expected to start in 2018.

On February 7, 2019, Jason Quisberg provided the following information: The 1st Addition was scaled back from what was proposed; associated construction activity is significantly completed. Extension of trunk utilities through Sundance Golf Course are complete. The proposed 2nd Addition is under review. Improvements to 117th Avenue (East French Lake Road to Fernbrook Lane) will be part of the work done with the 2nd Addition. Construction is anticipated to start this spring. Pond easements are being recorded with the platting process for each addition (those [that are] part of the 1st Addition are in place). The water re-use system is not part of the 2nd Addition (will be with future addition).

ao. 2018-018 Summers Edge Phase III, Plymouth. The Commission approved Staff's recommendations at their June 13, 2018 meeting, subject to receipt of final easements over the wetland buffers within 90 days of final platting in a format acceptable to the Commission. *On October 2, 2019 Ben Scharenbroich provided a signed copy of the final plat. This item will be removed from the report.*

ap. 2018-026 Windrose, Maple Grove. The Commission approved Staff's finding and recommendations dated July 20, 2018. Final plan approval is contingent upon verification of the wetland approvals by the City of Maple Grove and the approval and recording of the operation and maintenance plan on the filter basins. On February 5, 2019 Derek Asche reported that the City will receive the agreement for the filter basins with the grading permit application. No update was available on July 2, 2019.

aq. 2018-028 Tricare Third Addition, Maple Grove In their findings dated August 7, 2018, Staff recommended approval contingent on approval and recordation of the O&M plan on the filter basins. The Commission further recommended that the City consider an oil/debris type of separator in the parking lot manhole. Derek Asche contacted the project manager on February 5, 2019. It is a condition of the grading permit that the maintenance agreement is provided. No update was available on July 2, 2019.

ar. 2018-038 Vincent Woods, Rogers. This 19 acre parcel is proposed for two apartment buildings with 4.25 acres of impervious areas. The project includes two stormwater ponds to provide water quality treatment and a filtration bench has been proposed in one of the ponds to meet the abstraction requirements which were not in place as of the last project

approval. The Commission approved the project at their September 2018 meeting subject to submittal of minor revisions. Staff received revised information and found the plans to be in conformance with the minor revisions requested. Final approval was provided conditioned on recordation of the final maintenance agreement in a form acceptable to the Commission and receipt of clarifying language regarding the wetland buffers as shown on the plans.

as. 2018-044 OSI Phase II, Medina. Staff findings dated October 9, 2018 were approved by the Commission at their October meeting contingent upon receipt of an approved stormwater system operation and maintenance plan being recorded on the property title. On February 5, 2019 Dusty Finke reported that the City is awaiting final plat application for this project.

at. 2018-048 Faithbrook Church, Phase 2, Dayton. This is an application for review of an expansion of an existing church located northeast of the intersection of Fernbrook Lane and Elm Creek Road. The Commission approved this project at their November meeting conditioned upon receipt of a SWPPP meeting NPDES requirements and the City accepting maintenance responsibility or recording a modified O&M plan for the stormwater features on the site in a form acceptable to the Commission. On February 7, 2019, Jason Quisberg reported that this project has gone idle; it is believed to be due to funding needs of the applicant. It was expected activity would resume in Spring 2019.

au. 2019-002 Parkside Villas, Champlin. This is two adjacent rural parcels totaling 13.9 acres that are proposed to be split into 56 single-family residential lots. It is located on the east side of Goose Lake Road just south of its intersection with Elm Road (CR 202). The review is for compliance with Commission's Rules D and E. At their February 2019 meeting the Commissioners approved Staff's findings dated January 29, 2019, contingent on 1) a long term O&M agreement on the stormwater basin and irrigation system being provided and recorded on the property title and 2) the applicant working with the City and Three Rivers Park District to safely outlet the pond water below the trail system adjacent to the property line.

av. 2019-021 Brenly Meadows, Rogers. This is a 38-unit townhome project proposed on 6.9 acres north of 129th Avenue about 1/3 mile west of Main Street. It triggered the Commission's review for Rules D, and E. This item was approved by the Commission at their August 2019 meeting, contingent upon O & M plan requirements for the stormwater pond and irrigation system.

aw. 2019-022 Comlink Midwest (CML Holdings LLC), Corcoran. This is an existing 16.5-acre lot located in the southeast quadrant of County Roads 19 and 10 in Burschville. The present land use is about 13 acres of cropland and 3.5 acres of wetland/farmstead/meadow. The applicant proposes to construct three new commercial/ industrial buildings with adjacent parking and storage areas, creating approximately 5.5 acres of new impervious area. The Commission approved site plans per Staff's recommendations dated August 6, 2019 which were contingent upon an Operation and Maintenance agreement being approved by the City and the Commission and recorded on the property title. *Kevin Mattson indicated on October 2, 2019 that no updates are available.*

ax. 2019-023 99th Avenue Apartments, Maple Grove. This is part of a 20.4-acre PUD proposed on the Hy-Vee North property located at the southeast corner of Maple Grove Parkway and MNDOT Highway 610. The site is proposed to be divided into two parcels. The west parcel will be approximately 12.0 acres and be used for the Hy-Vee development. This apartment project comprises the eastern 8.42 acres. The Hy-Vee development was reviewed and approved by the Commission under project 2016-047 and is considered active by the City of Maple Grove. This apartment project was part of the overall stormwater management plan and PUD factored into the Commission's approval but was not proposed for construction at that time. A stormwater facility along the ROW of Highway 610 was approved as part of a shared facility to manage stormwater from both projects. The PUD will create 12.25 acres of new impervious surface (about 60% impervious cover). The apartment site plans trigger the Commission's review for Rules D, E, and I. *At their September 11, 2019 meeting the Commission approved Staff's findings dated September 4, 2019, wherein they recommended approval of the project contingent upon: 1) a City and Commission approved stormwater system operation and maintenance plan being recorded on the property title, and 2) restrictive covenants outlining the buffer installation, management, and performance standards being received and recorded on the property title. The covenants may allow a signage structure per the location and dimensions (4'x10') provided for on the site plan.*

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BUFFER REVIEW

Buffer review has been completed for Corcoran, Rogers, and Medina. Those parcels found to be non-compliant were sent to the state for enforcement, and the landowners notified by US Mail of that action. Hennepin staff will work with those residents that are subject to enforcement actions at the request of BWSR, but will otherwise await findings.

RUSH CREEK SWA IMPLEMENTATION

Staff will provide an update at the December meeting.

SUBWATERSHED ASSESSMENT APPLICATIONS

The 2019 Subwatershed Assessment Cost Share Application and Criteria were included in the October meeting packet. Completed applications should be emailed to Kirsten Barta no later than January 15, 2020.

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elm creek

Watershed Management Commission

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Howell Meadows Maple Grove Project #2019-028

Project Overview: This is a 5.3-acre site located east of Brockton Lane at 64th Avenue. This a remnant piece of property surrounded by the Fieldstone development on the north, south and east with the City of Corcoran and the Ravinia Development across Brockton Lane (CR 101) to the west. The site is proposed to be subdivided into ten residential lots. The project will create a total of 1.505 acres of new impervious areas. This site plan triggers the Commission's review for conformance to Rule D (Stormwater Management), Rule E (Erosion and Sediment Control) and Rule I (Buffer Strips).

Applicant: Donnay Homes. Attention Paul Donnay, 9655 63rd Avenue N., Maple Grove, MN 55369. Phone: 763-531-0714. Email: paul@donnayhomes.com.

Agent/Engineer: Alliant Engineering, Attention David Nash, 733 Marquette Avenue, Suite 700, Minneapolis, MN 55402. Phone: 612-767-9327. Email: dnash@alliant-inc.com

Exhibits:

- 1) Elm Creek Watershed Management Commission Request for Plan Review and Approval received October 2, 2019 with application fee of \$650.00.
- 2) Geo-Technical Report by Haugo GeoTechnical Services dated April 19, 2019.
- 3) Howell Meadows Plat by Alliant Engineering. No date or signatures.
- 4) Howell Meadows Stormwater Management Hydrology and Hydraulic study by Alliant Engineering dated September 30, 2019.
- 5) Howell Meadows Preliminary and Final Plat Site Plans Revision; City Submittal, date of November 1, 2019.
 - a. Sheet 1 of 15, Cover Sheet
 - b. Sheet 2 of 15, Existing Conditions Survey by James Hill Inc., dated May 2, 2019 with last revision date of May 22, 2019.
 - c. Sheet 3 of 15, Preliminary Plat
 - d. Sheet 4 of 14, Site Plan
 - e. Sheets 5 and 6 of 15, Erosion and Sediment Control Plan, Notes and Details.
 - f. Sheet 7 of 15, Grading and Drainage Details
 - g. Sheet 8 of 15 Filtration Basin Details
 - h. Sheet 9 of 15, Street Profiles
 - i. Sheet 10 of 15, Sanitary Sewer and Water Main Plan
 - j. Sheet 11 of 15, Storm Sewer Plan
 - k. Sheets 12 and 13 of 15, Landscape Plan, Notes and Details
 - l. Sheets 14 and 15 of 15, Construction Details.

Findings;

- 1) A complete application was received October 2, 2019. The initial 60-day decision period per MN Statute 15.99 expires December 1, 2019.
- 2) Existing runoff and drainage conditions; This site has two drainage discharge points. One in the SW corner of the site that drains approximately 0.6 acres drains into the Brockton Lane (CR 101) ditch. The other point is in the SE corner of the site where the remaining 4.7 acres drains to wetland 2. An additional 5.45 acres and a 24" culvert under CR 101 drain into this property from adjacent properties.
- 3) To construct Alvarado Lane, approximately 5,446 sq. ft. of impacts are proposed to wetland #2. The City of Maple Grove is the LGU in charge of administering the Wetland Conservation Act on this site. The wetland replacement plan is under development and review. No decision has been made at the time this report was completed.
- 4) There are no FEMA or Elm Creek 1% floodplains on this site.

Stormwater Management

General;

- 5) The drainage patterns on this site will generally remain the same. This site ultimately drains through the Fieldstone development in Maple Grove, underneath CR 47 into the wetland/tributary area that flows south and east approximately 1.25 miles into the Northwest Greenway area before entering Elm Creek in Plymouth.
- 6) One NURP pond with an iron enhanced filter bench is proposed to handle the stormwater controls for this site development.
- 7) The stormwater pond will be maintained by the City of Maple Grove.

Rate Controls - will meet the Commission's Standards.

- 8) For rate and water quality controls from this site a pond with an iron enhanced filter bench will be constructed to receive most of the runoff from the new impervious surfaces. This pond will outlet into wetland #2 in the SE corner of the property. Wetland 2 receives additional water from Fieldstone to the north (5+ acres) and from Ravinia to the west (24" CMP under CR101). The wetland #2 elevations for the 2, 10- and 100-year storm events will remain the same after development as before.

Wetland 2 flows to off-site	2-yr (cfs)	10-yr (cfs)	100-yr (cfs)
Existing	7.8	8.8	19.9
Proposed	7.2	8.5	17.9

- 9) A small area (0.68 acres) from this development will drain to the SW corner of this site. The 2, 10- and 100-year storm events will remain the same after development as before.

Water Quality/Abstraction – will meet the Commission's requirements.

- 10) The NURP pond with the filter bench is designed to meet pre vs post development phosphorus and TSS requirements on this site (see stormwater summary below).
- 11) The iron enhanced sand filter in the NURP pond will filter 6,436 cubic feet of water within 48 hours, exceeding our abstraction requirements by 429 cubic feet.

Stormwater Summary

Condition (based on 4.4 acres)	TP Load (lbs/yr)	TSS Load (lbs/yr)	Filtration (cu. ft.)	Annual Volume* (ac. ft.)
Pre-development (baseline)	2.55	463	N/A	3.1
Post-development without BMPs	4.00	722	6,007	4.9
Post-development with BMPs	1.68	133	6,436	4.4
Net Change	-0.87	-330	-429	+1.3

Wetland Buffers; - meet the Commission's requirements.

12) Wetlands 1 and 2 have the minimum of 10-foot buffer widths and an average of 25 feet.

13) Buffer monumentation meet the Commission's standard.

Erosion and Sediment Controls – meet the Commission's requirements.

14) SWPPP, Erosion and Sediment Control Plans adequately protect the resources on site and control sediment discharges off site during and after construction.

Recommendation;

Approval contingent upon;

- 1) LGU approval of WCA wetland impacts/replacement plans.

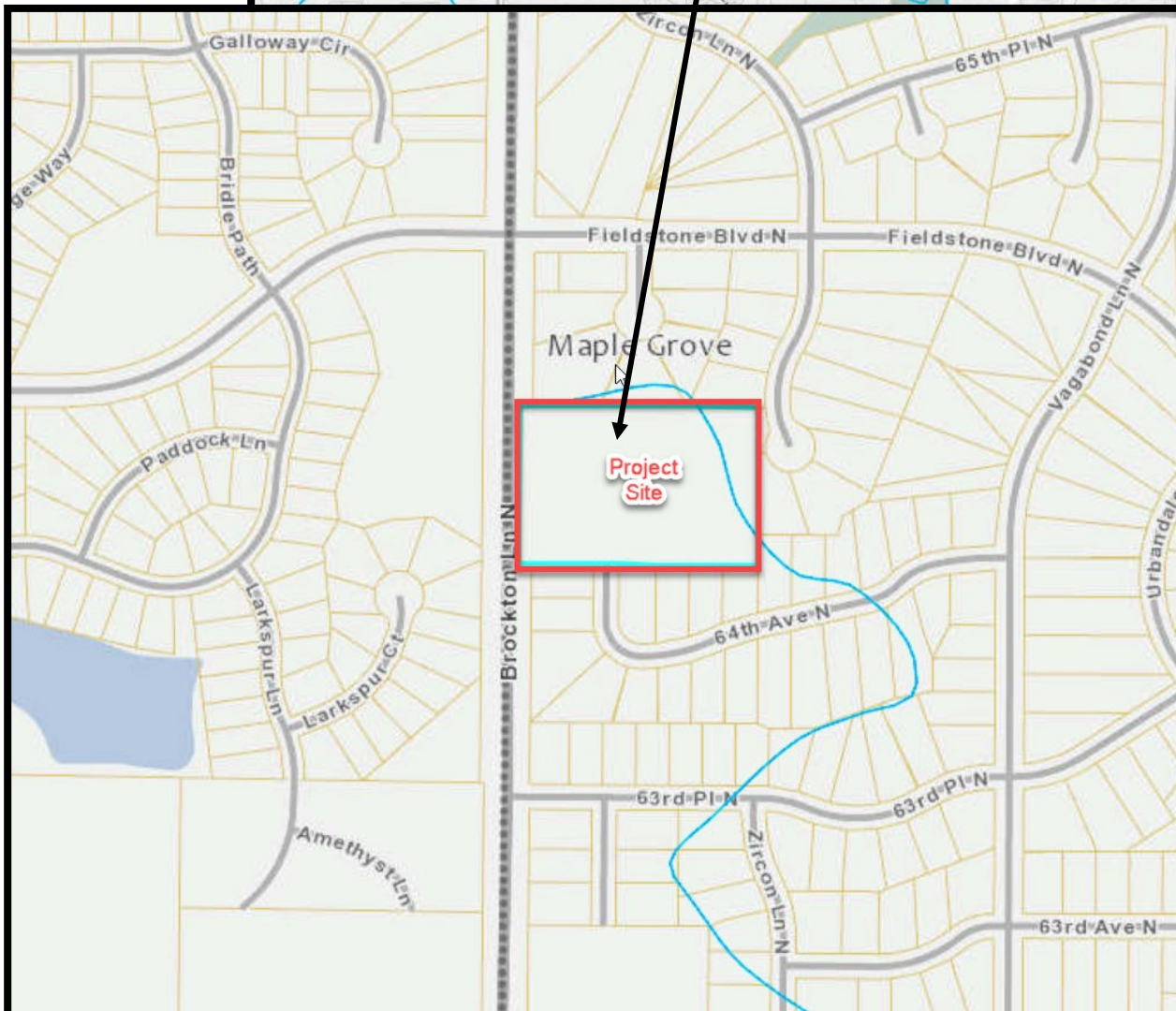
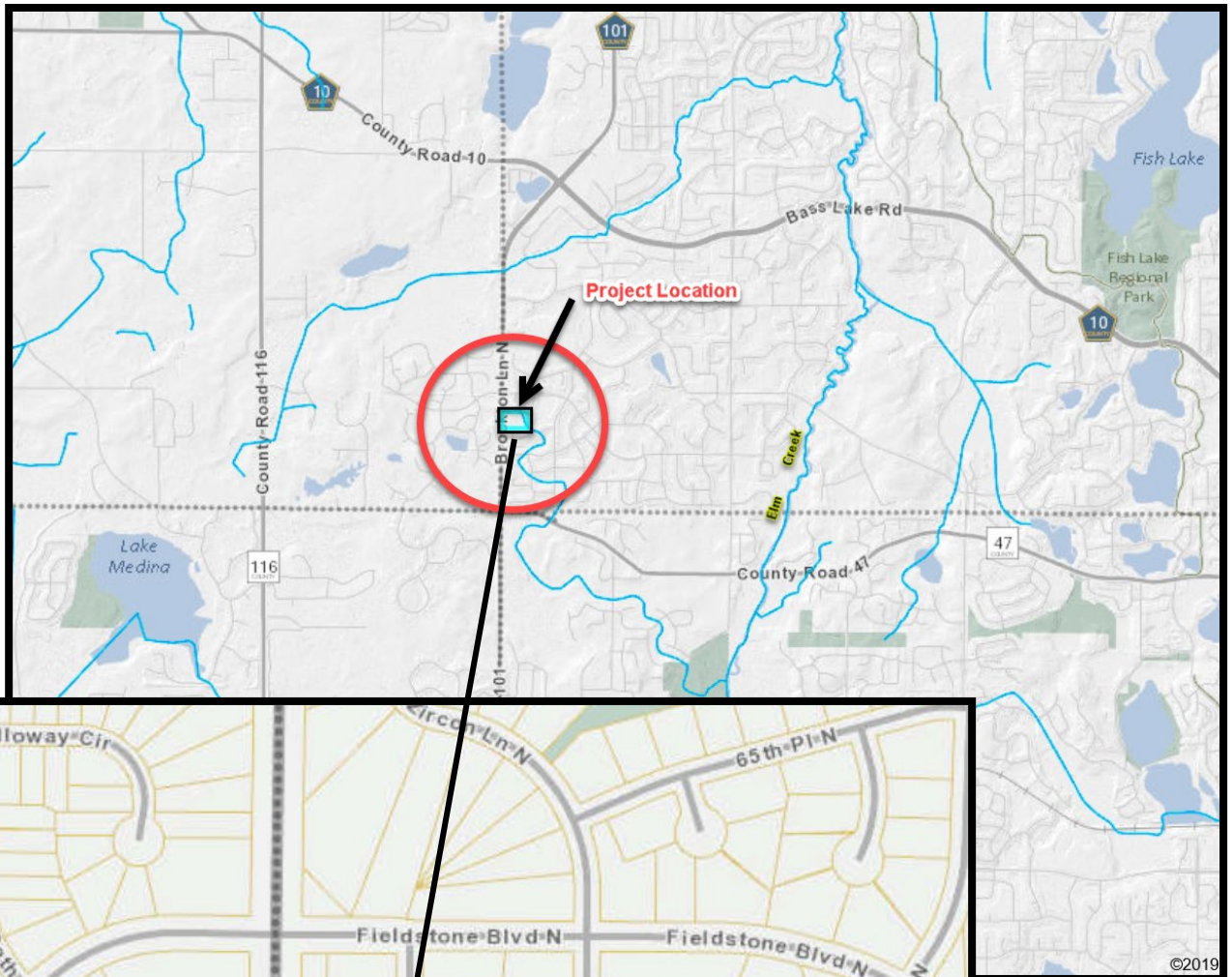
Hennepin County
Department of Environment and Energy
Advisor to the Commission

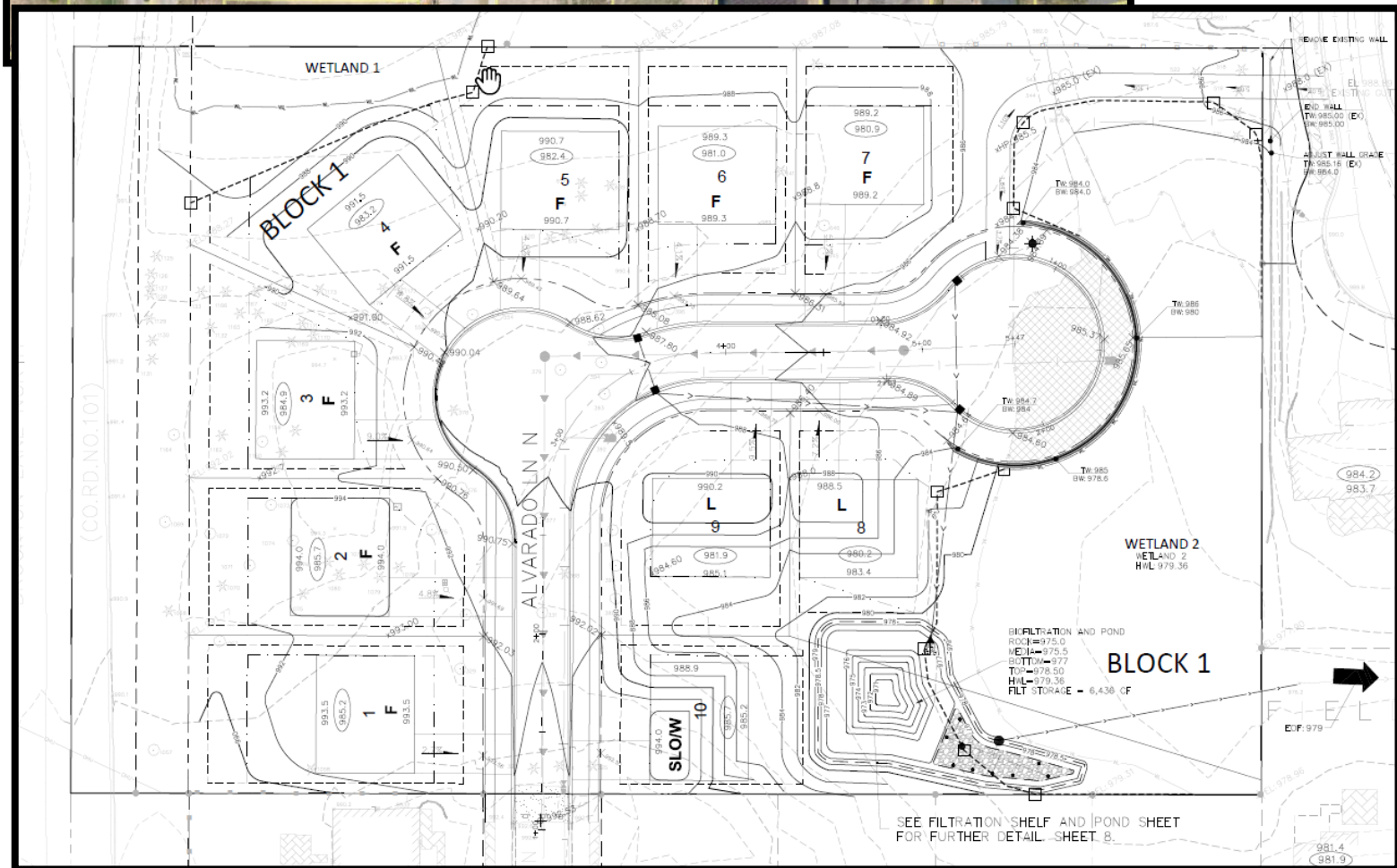
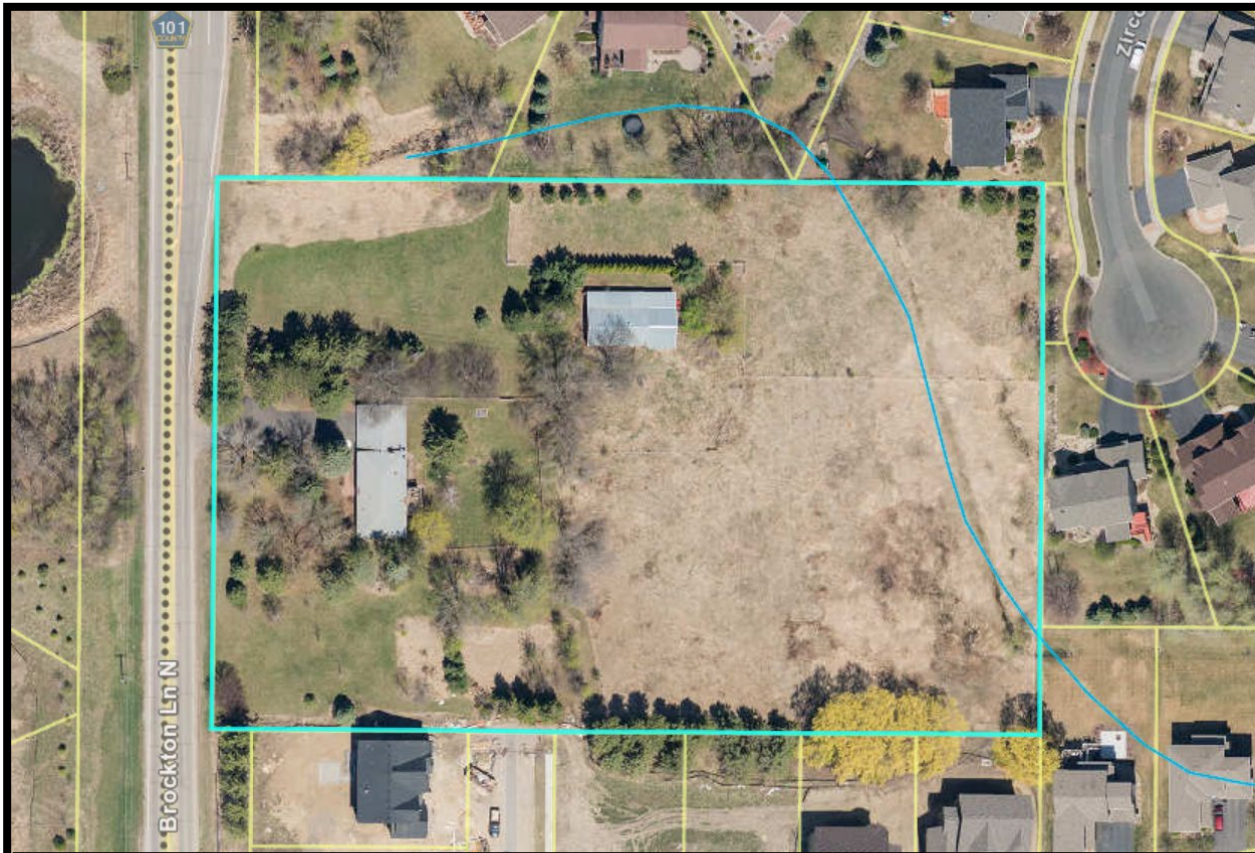


James C. Kujawa

November 6 2019
Date

Location Map





**COOPERATIVE AND SUBGRANT AGREEMENT
FOR
ELM CREEK STREAM RESTORATION PROJECT PHASE IV**

This Cooperative and Subgrant Agreement ("**Agreement**") is made as of this ____ day of _____ 2019 by and between the Elm Creek Watershed Management Commission, a joint powers watershed management organization, ("**Commission**") and the City of Champlin, a Minnesota municipal corporation, ("**City**"). The Commission and the City may hereinafter be referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. On October 14, 2015, the Commission adopted the Elm Creek Third Generation Watershed Management Plan ("**Plan**"), a watershed management plan within the meaning of Minn. Stat. § 103B.231.
- B. The Plan includes a capital improvement program ("**CIP**") that lists a number of water quality project capital improvements.
- C. The water quality projects identified in the CIP include the Elm Creek Stream Restoration Project Phase IV ("**Project**"), which is more fully described in the attached Attachment One.
- D. The Plan specifies that projects in the CIP will be partially funded by a County tax levy under Minn. Stat. § 103B.251.
- E. The Commission entered into a grant agreement related to the Project with the Minnesota Board of Water and Soil Resources ("**BWSR**") effective as of November 19, 2018, a copy of which is attached hereto as Attachment Two ("**BWSR Grant Agreement**").
- F. The BWSR Grant Agreement provides that BWSR will grant the Commission a sum not to exceed One Hundred Thirty-Four Thousand Four Hundred Eighty-Six and No/100 Dollars (\$134,486.00), which funds are to be used for the Project to perform the duties and tasks specified in the BWSR Grant Agreement.
- G. On September 11, 2019, the Commission adopted a resolution ordering the Project, directing that it be constructed by the City, and that the Commission's share of the Project costs be certified to Hennepin County ("**County**") for payment in accordance with Minn. Stat. § 103B.251.
- H. It is expected that Hennepin County will levy taxes throughout the watershed for the Project, for collection and settlement in 2020.

- I. The Commission and City have agreed for the City to assume, as subgrantee, certain duties and responsibilities of the Commission, as grantee, under the BWSR Grant Agreement in consideration of receiving a portion of the funds provided for in that grant agreement and subject to the terms, conditions, and limitations set forth therein.
- J. The City is willing to construct the Project and to perform the duties as a subgrantee in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Project. The Project will consist of the work required to construct the improvements in the City as more fully described in Attachment One. The Project will be constructed on land owned by the City or within easement areas held by the City.
2. Design and Plans. The City will design the Project and prepare plans and specifications for construction of the Project. Plans and specifications are subject to approval by the Commission's consulting engineer. The 50% and 90% plans and specifications, and any changes to such plans and specifications, shall be submitted to the Commission for approval. Minor change orders that do not materially change either the effectiveness of the Project to meet its intended purposes or the environmental impacts of the Project may be approved by the City without requiring approvals by the Commission.
3. Contract Administration. The City will advertise for bids and award contracts in accordance with the requirements of law. The City will award the contract and supervise and administer the construction of the Project to ensure that it is completed in accordance with plans and specifications. The contract may only be let to a responsible contractor in accordance with Minn. Stat. § 16C.285 and the City will require the contractor to provide all payment and performance bonds required by law. The City will require the contractor to name the Commission as additional insured on all liability policies required by the City of the contractor and the Commission shall be given the same notification of cancellation or non-renewal as is given to the City. The City will require that the contractor defend, indemnify, protect and hold harmless the Commission and the City, their agents, officers, and employees, from all claims or actions arising from performance of the work of the Project conducted by the contractor. The City will supervise the work of the contractor. However, the Commission may observe and review the work of the Project until it is completed.
4. Contract Payments. The City will pay the contractor and all other expenses related to the construction of the Project and keep and maintain complete records of such costs incurred.

5. Commission Reimbursement. The Commission will use its best efforts to secure payment from the County in accordance with Minn. Stat. § 103B.251 in the amount of one hundred fifty thousand dollars (\$150,000) by tax levy in 2019 for collection in 2020. Reimbursement to the City will be made on completion of the project and submittal of as-builts. Reimbursement to the City will be made as soon as funds are available provided a request for payment has been received from the City providing such detailed information as may be requested by the Commission to substantiate costs and expenses.

6. Limits on Reimbursement. The total reimbursement paid by the Commission to the City for the Project will not exceed the amount received from the County, up to one hundred fifty thousand dollars (\$150,000). Out-of-pocket costs related to the Project, incurred and paid by the Commission, shall be repaid from funds received from the County. Amounts received from the County, up to \$150,000, less reimbursement to the Commission of such expenses are available for reimbursement to the City for costs incurred by the City in the design and construction of the Project.
 - (a) Reimbursement will not exceed the costs and expenses incurred by the City for the Project, less any amounts the City receives for the Project as grants from other sources. All costs of the Project incurred by the City in excess of such reimbursement, including all costs incurred in excess of estimated project costs due to unforeseen conditions or any other cause, shall be borne by the City or secured by the City from other sources.

7. Grant Agreement. The Commission agrees to forward to the City the funds the Commission receives from the BWSR Grant Agreement for the Project based upon approved reimbursement requests received from the City and conditioned on City's continuing compliance with its obligations under this Agreement.

8. City Obligations as Subgrantee. The City will perform and satisfy certain obligations of the Commission under the Grant Agreement. Specifically, but without limiting the foregoing, the City will perform all of the following with respect to the Project and in satisfaction of the obligations of the Grant Agreement:
 - (a) The City will perform, or participate in, all elements of the Project as described or otherwise identified in the Grant Agreement, as they may be amended, and will properly document expenses, including time and materials, in the manner expressed in the Grant Agreement and will provide information to the Commission to aid in accurate grant reporting as required in the Grant Agreement. Any amendments made to the Grant Agreement, including exhibits, are incorporated in and made part of this Agreement by reference.
 - (b) The City will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by City rather than Commission and that are conditions of award of funds under the Grant Agreement.

- (c) The times of performance and expiration of City's obligations under this Agreement shall be as provided in the Grant Agreement.
 - (d) The City will provide invoices for reimbursement in accordance with the requirements of the Grant Agreement.
 - (e) The City will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Commission as may be needed to ensure the Commission can comply with the requirements of the Grant Agreement that, by their nature, must be performed by the Commission rather than the City.
- 9. Environmental Review. The City will perform all necessary investigations of site contamination and secure all necessary local, state, or federal permits required for the construction of the Project and will not proceed with the Project until any required environmental review and remediation of site contamination is completed or a plan for remediation is approved by appropriate regulatory agencies.
 - 10. Ongoing Maintenance. The City will have ownership of the associated improvements and agrees to, at its cost, maintain them in good operating condition in perpetuity or until such time as they are replaced with like improvements.
 - 11. Indemnification. The City will defend, indemnify, protect and hold harmless the Commission and its agents, officers, and employees, from any claims arising out of the design, construction, or maintenance of the Project, including environmental claims. Nothing herein shall be deemed a waiver of the limitations of liability in Minnesota Statutes, chapter 466.
 - 12. Audit. All City books, records, documents, and accounting procedures related to the Project are subject to examination by the Commission and either the State Auditor or the Legislative Auditor for at least six years after completion of the Project.
 - 13. Data Practices. The City shall retain and make available data related to the letting of contracts and construction of the Project in accordance with the Minnesota Government Data Practices Act.
 - 14. Legal Compliance. The City is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances and for securing all required permits for the construction of the Project.
 - 15. Term. This Agreement shall be in effect as of the date first written above and shall continue until the Project is fully constructed and all obligations under the Grant Agreement have been completed. The indemnification, data practices, audit, and ongoing maintenance obligations set out herein shall survive the termination of this Agreement.

16. Entire Agreement. The above recitals and the attachments attached hereto are incorporated in and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications of its terms are valid unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

**ELM CREEK WATERSHED
MANAGEMENT COMMISSION**

By: _____
Its Chair

And by: _____
Its Administrator

CITY OF CHAMPLIN

By: _____
Its Mayor

And by: _____
Its City Manager

ATTACHMENT ONE
Elm Creek Stream Restoration Project Phase IV

(attached hereto)

EXHIBIT A

**Elm Creek Watershed Management Commission
Capital Improvement Project Submittal**

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

City	CHAMPLIN	
Contact Name	TODD TUOMINEN	
Telephone	763-923-7120	
Email	ttuominen@ci.champlin.mn.us	
Address	11955 Champlin Drive, Champlin MN 55316	
Project Name	ELM CREEK STREAM RESTORATION PHASE IV, IMPROVEMENT PROJECT	
	1. Is project in Member's CIP? (X) yes () no	Proposed CIP Year = 2019
	2. Has a feasibility study or an engineering report (circle one) been done for this project? (X) yes () no	
		Amount
	Total Estimated Project Cost	\$600,000
	Estimated Commission Share (up to 25%, not to exceed \$250,000)	\$150,000
	Other Funding Sources (name them)	\$450,000
		\$600,000
	3. What is the scope of the project? The Elm Creek Stream Restoration Phase IV is located ½ MILE upstream of the Mill Pond. This phase includes 5,000 linear feet of stream bank restoration of Elm Creek which is located up-gradient of the 2012 Elm Creek Stream Stabilization Project.	
	4. What is the purpose of the project? What water resource(s) will be impacted by the project? The proposed Elm Creek Stream improvement will restore stream bank and aquatic habitat installation of habitat structures and restoration of stream bank habitat, removal of excess nutrient laden sediments.	
	5. What is the anticipated improvement that would result from the project? (Include size of area treated and projected nutrient reduction.) Elm Creek is impaired water with low dissolved oxygen, restoring the stream banks and providing habitat structure will reduce downstream sedimentation and provide native habitat improvements including root wads, boulder vanes, toewood, boulder clusters and rock riffles with varied substrate to enhance aquatic species habitat including sensitive species such as Blandings Turtle.	
	6. How does the project contribute to achieving the goals and programs of the Commission? Elm Creek is impaired water with low dissolved oxygen, high TSS and high Total P. The Improvements to the Mill Pond and Elm Creek is part of Champlin's WLA from the Elm Creek TMDL.	
0/10	7. Does the project result from a regulatory mandate? (X) yes () no How?	
0/10/20	8. Does the project address one or more TMDL requirements? (X) yes () no Which? TSS, TOTAL P, Increases DO.	
0/10/20	9. Does the project have an educational component? (X) yes () no Describe. The project will be included in Elm Creek Mill Pond Educational program, which will be coordinated with the Champlin Environmental Resources Commission and area schools.	
0/10	10. Do all the LGUs responsible for sharing in the cost of the project agree to go forward with this project? (X) yes () no Identify the LGUs. City of Champlin	
10/20	11. Is the project in all the LGUs' CIPs? (X) yes () no	
1-34	(For TAC use)	
	12. Does project improve water quality? (0-10)	15. Promote groundwater recharge? (0-3)
	13. Prevent or correct erosion? (0-10)	16. Protect and enhance fish and wildlife habitat? (0-3)

ATTACHMENT TWO
BWSR Grant Agreement

(attached hereto)



FY 2019 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
WATERSHED BASED FUNDING GRANTS PROGRAM
GRANT AGREEMENT

Vendor:	0000291877	VN#:	12458
PO#:	3000009657	Date Paid:	11/20/18

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Elm Creek WMC, 3235 Fernbrook Lane Plymouth Minnesota 55447 (Grantee).

This grant is for the following Grant Programs :

P19-3263	2019 - Watershed Based Funding Metro (Elm Creek WMC)	\$134,486
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Total Grant Awarded: \$134,486

Recitals

1. The Laws of Minnesota 2017, Chapter 91, Article 2, Section 7 (a), appropriated Clean Water Funds (CWF) to the Board for the FY 2019 Watershed-based Funding Pilot Program.
2. The Board adopted the Clean Water Fund Watershed-based Funding Pilot Program Policy and authorized the Watershed-based Funding Pilot Program Grants through Board Resolution 17-96.
3. The Board adopted Board Resolution 17-96 to allocate funds for the FY 2019 Watershed-based Funding Pilot Program.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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

The Grantee's Authorized Representative is:

Judie Anderson, Administrator
3235 Fernbrook Lane N
Plymouth, MN 55447
763.553.1144

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

Grant Agreement

1. Term of Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

2. Grantee's Duties.

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

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting of expenditures by June 30 of each year.
 - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2022 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

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

4. Terms of Payment.

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

5. Conditions of Payment. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY 2018 Clean Water Fund Competitive Grants Policy, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

6. Assignment, Amendments, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

- 6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
7. **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.
8. **State Audits.** Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
9. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
10. **Workers' Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
11. **Publicity and Endorsement.**
- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
12. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **Termination.**
- 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 13.3. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

- 15. Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.
- 16. Municipal Contracting Law.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 17. Constitutional Compliance.** It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.
- 18. Signage.** It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.
- 19. Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

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

Approved:

Elm Creek WMC

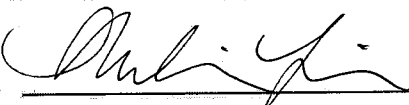
By: DOUG BAINES
(print)

Doug Baines
(signature)

Title: CHAIR

Date: 11-14-18

Board of Water and Soil Resources

By: 

Title: Assist. Sec. Mgr.

Date: 11-19-18

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 20____, by and between the **ELM CREEK WATERSHED MANAGEMENT COMMISSION**, a joint-powers board organized under the laws of the State of Minnesota ("Commission"), 3235 Fernbrook Lane, Plymouth, Minnesota, 55447 and **BARR ENGINEERING CO.**, a Minnesota corporation, with a business address at 4300 Market Point Drive, Suite 200, Minneapolis MN 55435 ("Engineer").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** The Commission retains Engineer to evaluate development proposal site designs for compliance with the Commission's Third-Generation Watershed Management Plan, including, but not limited to, evaluating, planning, and developing plans and designs related to drainage, hydrologic and water quality requirements, stormwater management, erosion and sediment controls, floodplain, wetlands, shoreland, and nature-resource preservation issues, as more fully set forth in the Proposal to evaluate site designs for development submitted by Engineer dated August 30, 2019.

2. **REPRESENTATIVES.** Commission has designated Doug Baines, Chair (the "Commission Representative"), and the Engineer has designated James Herbert, Vice President and/or Jeffrey Weiss, Project Manager. (the "Engineer Representative"). The Commission Representative and the Engineer Representative shall be available as often as is reasonably necessary for reviewing the Services provided under this Agreement. James Kujawa, Water Resources Specialist, will act as a subcontractor to Engineer.

3. **CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement;
- B. Scope of work and cost estimate section (pages 7-9) of Engineer's Proposal to evaluate site designs for development proposals dated August 30, 2019 ("Proposal"); and
- C. Certificate of Insurance.

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

4. **COMPENSATION.** Engineer shall be paid by the Commission for the services described in Paragraph 1 on an hourly basis in accordance with the estimated budget in the Proposal, but not to exceed \$185,000.00, inclusive of taxes and reimbursable costs, without prior consent from the Commission.

5. **TERM.** The initial term of this Agreement shall be for one (1) year. The contract may be renewed or extended by mutual agreement of the parties on the same terms or as mutually agreed to in writing.

6. **OWNERSHIP.** The Commission shall be the owner of all reports, studies, plans, models, software, diagrams, analyses, and information prepared by Engineer and generated in connection with performance of this Agreement.

7. **CHANGE ORDERS.** All change orders, regardless of amount, must be approved in advance and in writing by the Commission. No payment will be due or made for work done in advance of such approval.

8. **COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Engineer shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

9. **STANDARD OF CARE.** Engineer shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Engineer under similar circumstances. No warranty, expressed or implied, is included in this Agreement. Commission shall not be responsible for discovering deficiencies in the accuracy of Engineer's services.

10. **INDEMNIFICATION.** Engineer shall indemnify and hold harmless the Commission, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, to the extent they are caused by the negligent execution or performance of the services provided for herein or breach of contract, and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of negligence of breach of contract, but only to the extent such claim is caused by Engineer.

11. **INSURANCE.** Engineer shall secure and maintain such insurance as will protect Engineer from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The Commission shall be named as an additional insured on the general liability and umbrella policies.

The Engineer shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the Commission, in the insured's capacity as Engineer, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$125,000.

Before commencing work, the Engineer shall provide the Commission a certificate of insurance evidencing the required insurance coverage in a form acceptable to Commission. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the Commission has received written notice of the insurer's intention to cancel this insurance.

12. **INDEPENDENT CONTRACTOR.** The Commission hereby retains Engineer as an independent contractor upon the terms and conditions set forth in this Agreement. Engineer is not an employee of the Commission and is free to contract with other entities as provided herein. Engineer shall be responsible for selecting the means and methods of performing the work. Engineer shall furnish any and all supplies, equipment, and incidentals necessary for Engineer's performance under this Agreement. Commission and Engineer agree that Engineer shall not at any time or in any manner represent that Engineer or any of Engineer's agents or employees are in any manner agents or employees of the Commission. Engineer shall be exclusively responsible under this Agreement for Engineer's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

13. **SUBCONTRACTORS.** Engineer shall not enter into subcontracts for services provided under this Agreement without the express written consent of the Commission. Engineer shall comply with Minnesota Statute § 471.425. Engineer must pay subcontractor for all undisputed services provided by subcontractor within ten days of Engineer's receipt of payment from Commission. Engineer must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

14. **ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

15. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

16. **CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

17. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Commission pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Engineer pursuant to this Agreement. Engineer is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Engineer receives a request to release data, Engineer must immediately notify Commission. Commission will give Engineer instructions concerning the release of the data to the requesting party before the data is released. Engineer agrees to defend, indemnify, and hold Commission, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Engineer's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

18. **COPYRIGHT.** Engineer shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the Commission from loss or damage resulting therefrom.

19. **RECORDS.** The Engineer shall maintain complete and accurate records of time and expense involved in the performance of services.

20. **ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

21. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

22. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained in the Contract Documents. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

23. **TERMINATION.** This Agreement may be terminated by the Commission for any reason, or for convenience, upon written notice to the Engineer. Upon termination under this provision if there is no fault of the Engineer, the Engineer shall be paid for services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Engineer has failed to perform in accordance with this Agreement, no further payment shall be made to the Engineer, and the City may retain another engineer to undertake or complete the work identified in Paragraph 1.

Dated: _____, 20__

**ELM CREEK WATERSHED MANAGEMENT
COMMISSION**

By: _____
Doug Baines, Chair

And: _____
Judie A. Anderson, Administrator

Dated: _____, 20__

BARR ENGINEERING CO.

By: _____
_____[print name]
_____[title]

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____