Riley-Purgatory-Bluff Creek Watershed District
Board of Managers Monthly Meeting and Public Hearing

Wednesday, March 6, 2013 – 7:00pm
Eden Prairie City Center
Heritage Room
8080 Mitchell Rd
Eden Prairie, MN 55344

Tentative Agenda

1. Call to Order

2. Approval of the Agenda  Action

3. 2013 Organizational Actions
   a. Appointment of two additional Citizen Advisors

4. Reading and approval of minutes  Action

5. Citizen Advisory Committee  Information

6. Hearing and discussion of matters of general public interest  Information

Anyone wishing to address the Board of Managers on an item not on the agenda may come forward at this time the chair will recognize the speakers one by one. Speakers are requested to state their name and address for the record. Comments will be limited to 5 minutes per speaker.

7. Treasurer’s Report  Action

8. Engineer’s Report  Action

9. Attorney’s Report  Action

10. Administrator’s Report  Action

11. Manager’s Discussion  Action
   a. Repair and Maintenance Fund – Eden Prairie
   b. Cost-Share Program
c. WOMP Station

d. Raingarden and beyond workshop

e. Annual Report

f. Lake Lucy

g. Rules and Regulations

h. Purgatory Park Recreation Area

12. Upcoming Events

• **Board Meeting**, Wednesday, April 3, 2013, 7:00pm, Heritage Room, Eden Prairie City Center

• **CAC Meeting**, April 17, 2013, 7:00pm, Prairie Room, Eden Prairie City Center

• **Board Meeting and Evening with the Watershed**, Wednesday, May 2, 2013, 7:00pm, Chanhassen American Legion

• **AIS Workshop**, Wednesday, May 8, 2013, 6-8:30pm

13. Adjournment
MEETING MINUTES
Riley-Purgatory-Bluff Creek Watershed District
February 6, 2013, Board of Managers Regular Meeting

PRESENT:
Managers: Mike Casanova, Vice President
Jill Crafton, Treasurer
Ken Wencl, Secretary
Administrator: Claire Bleser
Staff: Jason Carroll, Engineer (CH2M HILL)
Louis Smith, Attorney (Smith Partners)
Recorder: Amy Herbert
Other attendees: Sharon McCotter, CAC and Lake Lucy Homeowners’ Association
Bill Satterness, CAC
Frank Spahn, CAC
Liz Stout, City of Minnetonka
Leslie Stovring, City of Eden Prairie, Environmental Coordinator
Laurie Susla, CAC
Shawn Tracy, HDR, Inc.

1. Call to Order
Vice President Casanova said that he would be chairing the meeting tonight since President Forster would not be attending. Vice President Casanova called the meeting to order at 7:00 p.m. on Wednesday, February 6, 2013, at Eden Prairie City Center, 8080 Mitchell Road, Eden Prairie, MN 55344.

2. Review and Approval of the Agenda
Vice President Casanova recommended some changes in the order of the agenda and said that Task Order 4, which is a carryover of CH2M HILL contract work from 2012 that will be completed in 2013, is being added to the agenda under the Engineer’s Report. He moved to amend the agenda as stated. Motion died due to lack of a second. Vice President called for a motion to approve the agenda as presented in the packet with the addition of Task Order 4 to be discussed by Administrator Bleser. Manager Wencl moved to approve the agenda. Manager Crafton seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencl].

3. 2013 Organizational Actions
   
a. Appointment of the Citizen Advisory Committee
Manager Wencl moved that the Board appoint the Riley Purgatory Bluff Creek Watershed District’s Citizen Advisory Committee as listed in the meeting packet [Tom Lindquist, Steve Donen, Kris Langlie, Sharon McCotter, Laurie Susla, Jim Bracke, Jim Boettcher, and Dennis Seeger]. Manager Crafton seconded the motion. Administrator Bleser added the name Bob Shurson to the list of CAC appointees. The Board approved the amendment. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton,
4. Reading and Approval of Minutes

Vice President Casanova requested a revision to the minutes of the December 17, 2012, RPBCWD Special Meeting. He requested that the references on page 5 of the minutes to “Use and Attainability Analysis” be corrected to read “Use Attainability Analysis.” Manager Crafton moved to accept the meeting minutes as amended. Manager Wencl seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencl].

Manager Wencl moved to accept the minutes of the January 2, 2013, Regular Meeting. Manager Crafton seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencl].

5. Purgatory Recreation Area – Presentation from Leslie Stovring

Leslie Stovring, Environmental Coordinator for the City of Eden Prairie, said that she is here to provide an overview of the Staring Lake Watershed and in particular of Purgatory Creek Park. She discussed the history of the area starting with the 1930s and running through to the present. Ms. Stovring described how the area was farmed and the creek was ditched in the 1930s. She said that in the early 1970s, land around Staring Lake started being acquired for park land. She said that the City of Eden Prairie began working with the Riley Purgatory Bluff Creek Watershed District (RPBCWD) in the early 1980s with the Purgatory Creek Recreation Area. Ms. Stovring said that now the area’s primary use is for flood storage. She said that up until about 20 years ago northern pike and bass were common fish in Staring Lake.

Ms. Stovring described five project phases, starting with the construction of the outlet control structure. She said that with the outlet’s boards in place, the normal water elevation was established at 819 feet. She said that the base of the outlet structure with all of the boards removed is at 815.62 feet. She stated that the boards were removed in the past and are not in the outlet structure. She said that the top of the control structure if all of the boards were in there is 824.5 feet. Ms. Stovring mentioned the construction of the 2.5-mile trail, construction of the bridge, excavation of the open water area within the active park and she mentioned that the fish population there includes northern pike and bass.

Ms. Stovring went on talk about the City’s current status with the area. She said that the City started the Phase I Stormwater Inventory Project in the Staring Lake Watershed in 2010 and that it took two years to complete the inventory of that watershed. She described the methods the City used in its inventory including the modeling. She said that the modeling enabled the City to develop a prioritization scheme and identify which ponds were critical in the treatment train in the watershed. Ms. Stovring described the next areas that the City will evaluate and said that the information will be helpful for the TMDL (Total Maximum Daily Load) coming up in 2014.

Ms. Stovring described the City’s findings of its stormwater inventory of the Staring Lake Watershed. She said that there are 237 basins in that watershed, 171 of those receive public drainage, and there are 25 subwatersheds. She said that 83% of the stormwater comes through Purgatory Creek Park, 10% comes from McCoy Lake, 2% is direct drainage that is treated, and 5% is direct drainage that is not treated. Ms. Stovring said that 90% of the phosphorous is from drainage areas and 10% is from internal loading. She said that the City identified 22 basins as high priority, meaning that there were issues with them such as they were filling up and the City needs to keep a close eye on them. Ms. Stovring said that there were 19 basins identified as potential projects for clean-out or
expansion but most of them were slated as potential expansion projects and not many were identified as needing a clean-out at this time.

Ms. Stovring stated that in order to meet the state standards in the lake, the City would need to remove 2,829 pounds of phosphorous per year. She said that 1,169 pounds of phosphorous come from Minnetonka, 770 pounds come from the Purgatory Creek chain in Eden Prairie, 461 pounds are from internal loading, 173 pounds are direct loading, and 256 pounds are from McCoy Lake, which also includes Round, Mitchell, Red Rock, and Duck lakes. Ms. Stovring summarized that all the subwatersheds including those outside of Eden Prairie would need to reduce their phosphorous load by 50% and internal loading would need to be reduced by 74% just to meet state standards. She said that if the 19 critical projects were done, less than 3% of the required phosphorous removal would be attained and at a cost of approximately $1.2 million, which calculates out to a cost of $33,000 per pound of phosphorous removed. Ms. Stovring said that the City of Eden Prairie is in a conundrum since removing phosphorous by traditional means of stormwater treatment is definitely not going to accomplish the goals. She said that Wenck recommends that the City keeps up with its inspections. Ms. Stovring explained that the inventory cycles are about 12 years apart, the City does visual spot checks every five years as required by permit, and the City will schedule ponding areas for clean out and expansion as budget allows. She said a key is the lake itself.

Ms. Stovring said that currently the City is working on two pond expansions: one is the Boulder Point Townhome Association pond at the intersection of Twin Lakes Crossing and Staring Lake Boulevard, and one is the Mitchell Villas Townhome Association pond on Anderson Lakes Parkway and just east of Mitchell Road. She said that the City also is working on an iron-enhanced sand filtration bench that is a stormwater retention pond on the northeast corner of Staring Lake. Ms. Stovring announced that last month City staff removed the beaver dam near the outlet structure on Staring Lake. She said that the City’s intent, and the intent when the Purgatory Creek Park was established, was that it would be an aviary or a migration stop and the City’s main concern is making sure that there is enough open water to support the aviary and to prevent cattails from becoming the dominant species in there.

Ms. Stovring answered questions from the group. Vice President Casanova asked about the procedure that the City follows to put in the boards at the outlet to ensure the greatest amount of flood storage during a storm event. Ms. Stovring said that the City doesn’t know who removed the boards. She said that based on information from Peter Sorenson, the City plans to keep the marsh water elevation where it is at but the City needs to meet with the Department of Natural Resources (DNR) to make sure that it is ok with that elevation because the NWEL is about three feet above where the water level is right now. Manager Wencl asked if the side waterways should be screened so that they are not contributing phosphorous from rain events. Ms. Stovring said that the City has the water flows mapped out and it shows that a lot of the water comes off the Mn/DOT highway and into the main pond. There was a discussion about the technology of screens and iron filings.

Manager Wencl commented that the phosphorous needs to be controlled but the carp population needs to be controlled, too. Ms. Stovring agreed and said that is the reason behind the drawdown, which has resulted in approximately 70% of the lake being frozen.

Citizen Advisory Committee (CAC) Member Bill Satterness asked if there is another 100-year flood event and all of the boards have been removed from the weir would there be a great risk of severe floods in that area and downstream. Ms. Stovring said that Staring Lake would be at risk of flooding – the trees, the outdoor center, and the observatory. Mr. Satterness asked if the City is responsible to protect against flooding or if not, who is responsible for the prevention of floods. Ms. Stovring said that issue is one of the things that the City needs to sort
Minutes of the 2/6/13 RPBCWD Board of Managers Regular Meeting

out by sitting down with the DNR, the University of Minnesota (UMN) and talking about how all of this is going
to work and what needs to be done next. Ms. Stovring noted that the City thinks that the boards have been gone
for at least five years.

There was discussion of the freeze out and the number of carp that may have been frozen out. Ms. Stovring had
maps of the area on display and pointed out features on the maps. Manager Wencl asked what Wenck and Blue
Waters have recommended to the City for a course of action. Ms. Stovring said that in its report, Wenck
recommended the same thing that Peter Sorenson recommended, which was to get out the carp and then either do
an alum treatment or install some sort of aeration system. She said that Steve McComas of Blue Water
recommended the draw down because it would be beneficial to the fish and vegetation.

6. Hearing and Discussion of Matters of General Public Interest

Mr. Satterness asked about the agenda for the Board’s meeting next week. He asked if the Board anticipated
making any changes to the 2013 budget that the Board previously approved. Administrator Bleser said that there
will be some budget changes recommended at next week’s meeting since items have come up since the budget’s
approval such as the Task Order being discussed tonight regarding finishing the Purgatory Creek modeling.
Administrator Bleser said that she doesn’t think any of the proposed budget changes are big changes. Manager
Crafton said that in the time since the Board approved the budget, the District received a $150,000 grant. There
was further discussion of budget changes that would be discussed at the next meeting. Vice President Casanova
asked Administrator Bleser to post on the District Website a table showing where the District expended its 2012
funds and how it plans expend its 2013 funds. Mr. Satterness commented that it is appropriate for the District to
refine the budget as things come in but he expressed concern that citizens need to be informed of the proposed
changes if the changes could result in things not getting funded that citizens thought were going to be funded.
Manager Wencl recommended that the CAC attend next week’s meeting.

7. Treasurer’s Report

Manager Crafton reported that two invoices came in late and weren’t included in the list of current invoices: an
invoice for long-term disability in the amount of $2,176.66 and an invoice for short-term disability in the amount
of $1,412.99. She said that the District approved providing the long-term and short-term disability as part of the
Administrator’s package. Manager Casanova had a question for the Engineer about the Lake Lucy Project.
Engineer Carroll answered his question. Manager Crafton moved to accept the Treasurer’s Report. Manager
Wencl seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencl].
Manager Crafton moved to pay the bills. Vice President Casanova seconded the motion. Upon a vote, the motion
carried 3-0 [Managers Casanova, Crafton, and Wencl].

8. Engineer’s Report

[See discussion under agenda item 12.)

9. Attorney’s Report

Attorney Smith provided an update on the Surety claim that the Relianz Insurance Company has owed the
District. He recommended that the District not take any action and instead wait for the distribution. Attorney
Smith said that the District does not need to take any action unless it sees a need to do so and said that this item
can be brought back in front of the Board again at a later date. Vice President Casanova asked Attorney Smith to check into the Insurance Guarantee Association.

Attorney Smith also reported that the District has received correspondence from a resident of Shorewood regarding responsibility of maintenance of a stormwater pond in the City of Shorewood. He said that the response is that the District doesn’t have obligation to do the maintenance work, but he asked that before Smith Partners offers any further legal advice he would like the District to acknowledge that Smith Partners represents the neighboring Minnehaha Creek Watershed District and he would be more comfortable with the District acknowledging that and waiving any Conflict of Interest. He said that he doesn’t perceive any conflict between the two Districts on this issue since both Districts are taking the same posture on this issue. Vice President Casanova suggested that any RPBCWD member approached by the resident refer him to the District Attorney. Manager Crafton moved to waive District concern about conflict of interest. Manager Wencl seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencl].

Manager Casanova asked Attorney Smith if he had heard about the lawsuit filed by the Virginia Department of Transportation against the United States Environmental Protection Agency. Attorney Smith had not. Vice President Casanova asked him to update the Board if he does hear news about it.

10. Administrator’s Report

Administrator Bleser reported on the proposed Task Order 4. She explained that it is updating the billing practices for the ongoing Task Orders by applying the new billing practices that the District and CH2M HILL have worked out in the new Standard Agreement. Manager Crafton moved to approve Task Order 4. Manager Wencl seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencl].

Administrator Bleser reported on the proposed Task Order 3. She said that since 2008 CH2M HILL has been working to update the hydraulics and hydrology model of the District. She said that the original task order ordered only a section of Purgatory Creek and that the District budgeted $75,000 for the work for 2013. Administrator Bleser said that she has worked with CH2M HILL to estimate the cost it would take to finish the entire model, calibrate it, and merge the three models together. She said that the cost of that work is not to exceed $139,000. Manager Crafton moved to approve Task Order 3 at a cost not to exceed $139,000. Manager Wencl seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencl].

There was further discussion of the modeling task. Administrator Bleser provided information about the grant awarded to the District. She said that the Minnesota Board of Water and Soil Resources (BWSR) notified the District that it was the recipient of a Fiscal Year 2013 Clean Water Fund Competitive Grant-Community Partners Conservation Program in the amount of $150,000. She said that the District match to the grant will be $37,500. Administrator Bleser said that the grant and match, totaling $187,500, will fund a community grant cost-share program to help non-profits within the watershed to implement Best Management Practices (BMPs).

Administrator Bleser said that as part of this grant agreement, BWSR needs documentation that the Board officially has accepted the grant. She said that she would like the Board to pass a motion to accept the Clean Water Fund Grant for the Community Partners Conservation Program in the amount of $150,000 with the District match of $37,500. Manager Wencl asked where the $37,500 will come from the District’s 2013 budget. Administrator Bleser said she thinks it would come from the 509 fund. She said that right now District staff is developing the criteria for its small-grant application and that she thinks the application process will happen in late spring.
Manager Crafton moved to accept Fiscal Year 2013 Clean Water Fund Competitive Grant-Community Partners Conservation Program in the amount of $150,000 with the District match of $37,500. Manager Wencel seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencel].

Vice President Casanova asked Administrator Bleser if she has met with the cities regarding Aquatic Invasive Species (AIS). Administrator Bleser said that she has spoken with the cities individually but not combined and that a combined meeting with Eden Prairie and Chanhassen will be happening in the future.

11. Manager’s Discussion

a. Request from Eden Prairie for District Assistance with Repair and Maintenance at Homer Hills

Manager Wencel moved to hold this item over until next month since two managers were missing from this meeting. Manager Crafton seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencel].

b. Use Attainability Analysis

Vice President Casanova requested that Administrator Bleser send copies of the Lake Lucy and Lake Ann Use Attainability Analysis to the managers. Administrator Bleser said that they are online on the District’s Website under the category of Official Reports. Vice President Casanova said he would like the managers to look at the UAA because he is not confident that the managers know what UAA’s do. He said that he wants it to be very clear regarding what UAA’s will provide to the District. Administrator Bleser said that the request for proposals that went out specified that the work would comprise updating the UAA’s and adding a management plan to reach the goal of bringing the lake water quality in those systems to meet state standards. She said that the work would not only be composed of redoing those UAA’s but also will include developing a plan of action. There was discussion on UAA’s. Vice President Casanova said that the managers should be looking at additional benefits it can receive from updating these UAA’s.

c. Meetings

The managers reported on meetings and presentations they have recently attended.

Vice President Casanova said that he would like to receive the Board meeting packet a week prior to the meeting or at least by the weekend before the meeting.

d. Report by Liz Stout, Engineer, City of Minnetonka

Ms. Stout described the project undertaken in the City of Minnetonka to restore 300 linear feet of Purgatory Creek just downstream of the intersection at Scenic Heights Drive. She described how the slopes were sloped back to a more natural channel and then live stakings of native dogwoods and willows were put in, which will stabilize the banks. She said that the construction costs were $46,000 and the engineering costs were $6,000, so this was a very cost effective project. She said that the City will keep its eye on this site for the next couple of years and the City may use it as a pilot project for moving downstream with other sections of creek restoration. Ms. Stout said that the City received very positive feedback from the residents about the project.

12. Engineer’s Report

Engineer Carroll reported that CH2M HILL provided Administrator Bleser all of the files, which was 90 gigabytes of data. He noted that now for monitoring CH2M HILL is sending one staff along with one volunteer student.
Manager Crafton moved approval of the Administrator’s Report, the Attorney’s Report, and the Engineer’s Report. Manager Wencl seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencl].

13. Upcoming Events

a. **RPBCWD Special Meeting** – Wednesday, February 13, 2013, Heritage Room, Eden Prairie City Center

b. **RPBCWD Board Meeting** – Wednesday, March 6, 2013, 7:00 p.m., Heritage Room, Eden Prairie City Center

14. Adjournment

There being no further business, Manager Crafton moved to adjourn the meeting. Manager Wencl seconded the motion. Upon a vote, the motion carried 3-0 [Managers Casanova, Crafton, and Wencl]. The meeting adjourned at 8:34 p.m.

Respectfully submitted,

________________________
Ken Wencl, Secretary
Citizen Advisory Committee Code of Conduct

The RPBCWD requires that Citizen Advisors comply with this Code of Conduct. All CAC members are expected to perform their duties with integrity, honesty and fairness. Citizen Advisors serve at the will and pleasure of the RPBCWD Board of Managers.

Conduct and Behavior
The RPBCWD believes the CAC will work most productively when its members are committed and knowledgeable, and work together as a team.

The RPBCWD expects CAC members to:

- Attend a new member orientation
- Make a serious commitment to actively participate in the committee’s work
- Notify the staff liaison if unable to attend meetings
- Prepare for meetings and reviews
- Become familiar with the watershed’s mission and committee’s role
- Understand the roles and relationships of the committee, watershed staff and RPBCWD Board of Managers
- Get to know other committee members and build a working relationship
- Disclose any possible conflicts of interest
- Reflect the perspectives of the watershed’s diverse constituency in committee discussions and decision-making processes
- Serve the RPBCWD in a professional manner
- Support the majority decision on issues decided by the committee and the RPBCWD Board of Managers at meetings and when representing the watershed at other forums, even if personal opinions are different
- Refrain from making public comments or statements that would misrepresent or negatively represent the RPBCWD, its decisions, or policies, including written or verbal comments to the media, on blogs, websites, or other forums where it is reasonably foreseeable that the comments will become known to the public at large.

All members are responsible for their own good conduct when participating in the CAC and are expected to know and understand the standards in this Code of Conduct.

I understand and agree to the Code of Conduct set forth for the Citizen Advisory Committee.

Name: ___________________________________________________________ Date: ____________________________

Signature: ________________________________________________________
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<td>Performance Analysis - General Fund</td>
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<td>Performance Analysis - 509 Fund</td>
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Riley Purgatory Bluff Creek Watershed District
Balance Sheet-General Fund
January 2013

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<td><strong>Liabilities and Net Assets</strong></td>
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Riley Purgatory Bluff Creek  
Watershed District  
Accounts Payable - General Fund  
January 2013

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$13,309.32

Total Current Invoices

*Note - the 2013 mileage rate is 56.5 cents per mile, up from 55.5 cents per mile for 2012.*
Riley Purgatory Bluff Creek Watershed District  
Performance Analysis  
General Fund  
January-13

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<td>$ 260,436</td>
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</tbody>
</table>

| **EXPENDITURES**        |             |               |              |                          |
| Engineering Services    | $ 62,000    | $ 4,227       | $ 4,227      | $ 57,773                 |
| Legal Expenses          | 50,000      | 2,801         | 2,801        | 47,200                   |
| Manager Expenses        | 7,000       | -             | -            | 7,000                    |
| Administrator Expenses  | 44,500      | 3,381         | 3,381        | 41,119                   |
| Accounting Services and Audit | 9,000 | 1,569 | 1,569 | 7,431 |
| Insurance and Bonds     | 12,000      | -             | -            | 12,000                   |
| Dues                    | 3,500       | 3,500         | 3,500        | -                        |
| Interest Expense        | 2,800       | 350           | 350          | 2,450                    |
| Loan Repayment          | 45,000      | -             | -            | 45,000                   |
| Reserve                 | 11,200      | -             | -            | 11,200                   |
| Office & Communication Expenses | 15,000 | 1,282 | 1,282 | 13,718 |
| **TOTAL EXPENDITURES**  | $ 262,000   | $ 17,110      | $ 17,110     | $ 244,890                |

| Excess (Deficiency)     | $ -         | $ (15,546)    | (15,546)     | $ 15,546                 |

Fund Balance 12/31/2012  
86,438

Current Fund Balance  
$ 70,892

Projected Ending Fund Balance  
$ 86,438
Riley Purgatory Bluff Creek Watershed District  
Balance Sheet-509 Fund  
January 2013

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Checking</td>
<td>$ 758,313</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>$ 758,313</td>
</tr>
<tr>
<td><strong>Other Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Delinquent Taxes Receivable</td>
<td>$ 21,323</td>
</tr>
<tr>
<td>Lotus Lake Grant Receivable</td>
<td>37,500</td>
</tr>
<tr>
<td>Property Taxes Receivable</td>
<td>7,728</td>
</tr>
<tr>
<td>Due from General Fund</td>
<td>3,486</td>
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<tr>
<td><strong>Total Other Assets</strong></td>
<td>$ 78,991</td>
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</table>

| Total Assets | $ 837,304 |

<table>
<thead>
<tr>
<th>Liabilities and Net Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>$ 23,385</td>
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<td>Accrued Payroll</td>
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<td>Payroll Withholding</td>
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<tr>
<td>Due to R&amp;M Fund</td>
<td>4,000</td>
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<td><strong>Total Current Liabilities</strong></td>
<td>$ 31,089</td>
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<td><strong>Long Term Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Deferred Property Taxes</td>
<td>$ 21,323</td>
</tr>
<tr>
<td><strong>Total Long Term Liabilities</strong></td>
<td>$ 21,323</td>
</tr>
</tbody>
</table>

| Total Liabilities | $ 52,411 |

<table>
<thead>
<tr>
<th><strong>Net Assets</strong></th>
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<tbody>
<tr>
<td>Cumulative Fund Balance</td>
<td>$ 802,920</td>
</tr>
<tr>
<td>Excess (Deficiency) Current</td>
<td>(18,026)</td>
</tr>
<tr>
<td><strong>Total Net Assets</strong></td>
<td>$ 784,893</td>
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</tbody>
</table>

<p>| Total Liabilities and Net Assets | $ 837,304 |</p>
<table>
<thead>
<tr>
<th>Current Invoices</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CH2M Hill, Inc.</td>
<td>$17,649.94</td>
</tr>
<tr>
<td>Claire Bleser</td>
<td>100.57</td>
</tr>
<tr>
<td>Medica</td>
<td>795.43</td>
</tr>
<tr>
<td>Mutual of Omaha</td>
<td>1,412.99</td>
</tr>
<tr>
<td>Principal Life Insurance</td>
<td>2,176.64</td>
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<tr>
<td>Smith Partners</td>
<td>1,249.36</td>
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**Previously paid**

Total Current Invoices                     $23,384.93
## REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Implementation Levies</td>
<td>$1,500,000</td>
<td>$8,555</td>
<td>$8,955</td>
<td>$1,461,046</td>
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<tr>
<td>City of Chanhassen - Lake Susan Grant</td>
<td>9,899</td>
<td>-</td>
<td>-</td>
<td>9,899</td>
</tr>
<tr>
<td>City of Chanhassen - Lake Lucy/Ann Grant</td>
<td>9,899</td>
<td>-</td>
<td>-</td>
<td>9,899</td>
</tr>
<tr>
<td>Interest Income</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>$1,510,098</strong></td>
<td><strong>$8,555</strong></td>
<td><strong>$8,955</strong></td>
<td><strong>$1,511,043</strong></td>
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</table>

## EXPENDITURES

### Engineering

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Fee</td>
<td>$10,000</td>
<td>$688</td>
<td>$888</td>
<td>$9,312</td>
</tr>
<tr>
<td>MDA NR (task 16)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Lake Navi Winter Fish Kill (task 34)</td>
<td>17,700</td>
<td>10,025</td>
<td>10,023</td>
<td>7,675</td>
</tr>
<tr>
<td>Rice Narin Lake Winter Fish Kill (task 35)</td>
<td>22,000</td>
<td>412</td>
<td>412</td>
<td>21,588</td>
</tr>
<tr>
<td>Mitchell Lake Plant Management (task 29)</td>
<td>14,000</td>
<td>-</td>
<td>-</td>
<td>14,000</td>
</tr>
<tr>
<td>Red Rock Lake Plant Management (task 30)</td>
<td>14,000</td>
<td>-</td>
<td>-</td>
<td>14,000</td>
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<tr>
<td>Purgatory Creek Modeling (task 32)</td>
<td>139,000</td>
<td>-</td>
<td>-</td>
<td>139,000</td>
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<tr>
<td>Stormwater Basin Nutrient Reduction (task 28)</td>
<td>35,000</td>
<td>-</td>
<td>-</td>
<td>35,000</td>
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<tr>
<td>Data Collection (task 27)</td>
<td>177,000</td>
<td>6,525</td>
<td>6,525</td>
<td>170,475</td>
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<tr>
<td>Lotus Lake Outlet (task 7)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Fish Barrier (task 8)</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>Lake Delisting (task 14)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Lake Ann &amp; Lake Lucy Operations (task 10)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Lake Susan UAA (Wenck Engineering)</td>
<td>55,000</td>
<td>-</td>
<td>-</td>
<td>55,000</td>
</tr>
<tr>
<td>Lake Lucy/Ann UAA (Bar Engineering)</td>
<td>35,000</td>
<td>-</td>
<td>-</td>
<td>35,000</td>
</tr>
<tr>
<td><strong>Total Engineering</strong></td>
<td><strong>$458,700</strong></td>
<td><strong>$17,850</strong></td>
<td><strong>$17,850</strong></td>
<td><strong>$481,050</strong></td>
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</table>

### Projects

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Curly-Leaf Treatment!</td>
<td>$15,000</td>
<td>-</td>
<td>-</td>
<td>$15,000</td>
</tr>
<tr>
<td>AIS Grant</td>
<td>20,000</td>
<td>-</td>
<td>-</td>
<td>20,000</td>
</tr>
<tr>
<td>AIS Inspections</td>
<td>50,000</td>
<td>-</td>
<td>-</td>
<td>50,000</td>
</tr>
<tr>
<td>CWF - Community Partners Grant</td>
<td>37,500</td>
<td>-</td>
<td>-</td>
<td>37,500</td>
</tr>
<tr>
<td>LID / Cost-share Grants</td>
<td>130,000</td>
<td>-</td>
<td>-</td>
<td>130,000</td>
</tr>
<tr>
<td>University of Minnesota</td>
<td>817,670</td>
<td>-</td>
<td>-</td>
<td>817,670</td>
</tr>
<tr>
<td><strong>Total Projects</strong></td>
<td><strong>$870,470</strong></td>
<td><strong>$7,911</strong></td>
<td><strong>$7,911</strong></td>
<td><strong>$870,470</strong></td>
</tr>
</tbody>
</table>

### Administrator Compensation

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Legal</td>
<td>$55,500</td>
<td>$7,911</td>
<td>$7,911</td>
<td>$47,589</td>
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<tr>
<td>Lotus Lake LID</td>
<td>-</td>
<td>83</td>
<td>83</td>
<td>-</td>
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<tr>
<td><strong>Total Legal</strong></td>
<td><strong>$27,500</strong></td>
<td><strong>$1,240</strong></td>
<td><strong>$1,240</strong></td>
<td><strong>$25,334</strong></td>
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</table>

### Administration

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communications</td>
<td>$38,500</td>
<td>-</td>
<td>-</td>
<td>$38,500</td>
</tr>
<tr>
<td>Bank Fees</td>
<td>-</td>
<td>-</td>
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<td>-</td>
</tr>
<tr>
<td>Accounting and Audit</td>
<td>20,500</td>
<td>152</td>
<td>152</td>
<td>19,948</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>8,800</td>
<td>19</td>
<td>19</td>
<td>7,981</td>
</tr>
<tr>
<td>Manager Expenses</td>
<td>11,500</td>
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<td>11,500</td>
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<tr>
<td>Reserve</td>
<td>5,330</td>
<td>-</td>
<td>-</td>
<td>5,330</td>
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<tr>
<td><strong>Total Administration</strong></td>
<td><strong>$53,330</strong></td>
<td><strong>$171</strong></td>
<td><strong>$171</strong></td>
<td><strong>$83,160</strong></td>
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</table>

### TOTAL EXPENDITURES

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>$1,635,000</strong></td>
<td><strong>$26,981</strong></td>
<td><strong>$26,981</strong></td>
<td><strong>$1,528,102</strong></td>
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</table>

### Excess (Deficiency)

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ (15,002)</td>
<td>$(18,026)</td>
<td>$(18,026)</td>
<td></td>
<td>$(18,026)</td>
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</table>

### Fund Balance 12/31/2012

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balance</td>
<td>802,920</td>
<td>$784,883</td>
<td></td>
<td>$784,883</td>
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<tr>
<td>Current Fund Balance</td>
<td>$784,883</td>
<td>$784,883</td>
<td></td>
<td>$784,883</td>
</tr>
<tr>
<td>Projected Ending Fund Balance</td>
<td><strong>$797,918</strong></td>
<td><strong>$787,335</strong></td>
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<td><strong>$797,335</strong></td>
</tr>
</tbody>
</table>
**Riley Purgatory Bluff Creek Watershed District**  
**Balance Sheet-Basic Water Mgmt Fund**  
**January 2013**

<table>
<thead>
<tr>
<th>Basic Water Management Fund</th>
</tr>
</thead>
</table>

**ASSETS**

**Current Assets**
- Checking: $38,992
- Money Market Savings: $75,400

**Total Current Assets**: $114,392

**Other Assets**
- Delinquent Taxes Receivable: $143

**Total Other Assets**: $143

**Total Assets**: $114,535

**Liabilities and Net Assets**

**Liabilities**

**Current Liabilities**
- Accounts Payable: $-
- Due to General Fund: $1,564
- Due to R&M Fund: $90
- Due to 509 Fund: $8,955
- Due to Survey Fund: $288

**Total Current Liabilities**: $10,897

**Long Term Liabilities**
- Deferred Property Taxes: $143

**Total Long Term Liabilities**: $143

**Total Liabilities**: $11,040

**Net Assets**
- Cumulative Fund Balance: $103,495
- Excess (Deficiency) Current: $-

**Total Net Assets**: $103,495

**Total Liabilities and Net Assets**: $114,535

---

*See Accountants Compilation Report*
Riley Purgatory Bluff Creek  
Watershed District  
Accounts Payable - Basic Water Management Fund  
January 2013  

<table>
<thead>
<tr>
<th>Current Invoices</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Current Invoices  
$ -
Riley Purgatory Bluff Creek Watershed District  
Performance Analysis  
Basic Water Management Fund  
January-13

<table>
<thead>
<tr>
<th></th>
<th>Total Project Levy/Costs</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Lifetime Project Costs</th>
</tr>
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<tbody>
<tr>
<td>REVENUES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BWM Levies - Current Year</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>n/a</td>
</tr>
<tr>
<td>Interest Income</td>
<td></td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>n/a</td>
<td>$</td>
<td>$</td>
<td>n/a</td>
</tr>
</tbody>
</table>

| EXPENDITURES            |                          |               |              |                        |
| Reserve and Other Expenses | $                      | -             | $            | $                      |
| TOTAL EXPENDITURES      | n/a                      | $             | $            | $                      |

Excess (Deficiency)  
$ - $ -

Fund Balance 12/31/2012  
103,495

Current Fund Balance  
$ 103,495

Projected Ending Fund Balance

See Accountants Compilation Report  
- 9 -
## Assets

### Current Assets
- Checking: $88,110
- Total Current Assets: $88,110

### Other Assets
- Due from 509 Fund: $4,000
- Due From BWM Fund: 90
- Property Taxes Receivable: 77
- Delinquent Taxes Receivable: 146
- Total Other Assets: $4,313

### Total Assets
$92,423

## Liabilities and Net Assets

### Liabilities

#### Current Liabilities
- Accounts Payable: -
- Total Current Liabilities: -

#### Long Term Liabilities
- Deferred Property Taxes: $146
- Total Long Term Liabilities: $146

### Total Liabilities
$146

### Net Assets
- Cumulative Fund Balance: $92,187
- Excess (Deficiency) Current: 90
- Total Net Assets: $92,277

### Total Liabilities and Net Assets
$92,423
<table>
<thead>
<tr>
<th>Current Invoices</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Current Invoices</td>
<td>$-</td>
</tr>
</tbody>
</table>

See Accountants Compilation Report

- 11 -
Riley Purgatory Bluff Creek Watershed District  
Performance Analysis  
Repair and Maintenance Fund  
January-13

<table>
<thead>
<tr>
<th></th>
<th>2013 Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repair and Maintenance Levies</td>
<td>$ 15,000</td>
<td>$ 90</td>
<td>$ 90</td>
<td>$ 14,910</td>
</tr>
<tr>
<td>Interest Income</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$ 15,000</td>
<td>$ 90</td>
<td>$ 90</td>
<td>$ 14,910</td>
</tr>
</tbody>
</table>

| **EXPENDITURES**     |             |               |              |                          |
| General Repairs      | -           | -             | -            | -                        |
| **TOTAL EXPENDITURES**| $ -         | $ -           | $ -          | $ -                      |

Excess (Deficiency)  
$ 15,000 $ 90 $ 90 $ 14,910

Fund Balance 12/31/2012  
$ 92,187  
Current Fund Balance  
$ 92,277  
Projected Ending Fund Balance  
$ 107,187

See Accountants Compilation Report  
- 12 -
## Riley Purgatory Bluff Creek Watershed District
### Balance Sheet-Survey, Data and Acquisition Fund
#### January 2013

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Survey &amp; Data Acquisition Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Checking</td>
<td>$1,673</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>$1,673</td>
</tr>
<tr>
<td><strong>Other Assets</strong></td>
<td></td>
</tr>
<tr>
<td>Due from BWM Fund</td>
<td>$288</td>
</tr>
<tr>
<td>Delinquent Taxes Receivable</td>
<td>$7</td>
</tr>
<tr>
<td><strong>Total Other Assets</strong></td>
<td>$295</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$1,968</td>
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</table>

<table>
<thead>
<tr>
<th>Liabilities and Net Assets</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Current Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>$-</td>
</tr>
<tr>
<td>Due to R&amp;M Fund</td>
<td>$-</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>$-</td>
</tr>
<tr>
<td><strong>Long Term Liabilities</strong></td>
<td></td>
</tr>
<tr>
<td>Deferred Property Taxes</td>
<td>$7</td>
</tr>
<tr>
<td><strong>Total Long Term Liabilities</strong></td>
<td>$7</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td>$7</td>
</tr>
</tbody>
</table>

<p>| Cumulative Fund Balance | $1,673 |
| Excess (Deficiency) Current | $288 |
| <strong>Total Net Assets</strong> | $1,961 |
| <strong>Total Liabilities and Net Assets</strong> | $1,968 |</p>
<table>
<thead>
<tr>
<th>Current Invoices</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ -</td>
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</tbody>
</table>
Riley Purgatory Bluff Creek Watershed District  
Performance Analysis  
Survey, Data and Acquisition Fund  
January-13

<table>
<thead>
<tr>
<th></th>
<th>2013 Budget</th>
<th>Current Month</th>
<th>Year to Date</th>
<th>Projected Funds Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey Fund Levies</td>
<td>$ 48,255</td>
<td>$ 288</td>
<td>$ 288</td>
<td>$ 47,967</td>
</tr>
<tr>
<td>Interest Income</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>$ 48,255</td>
<td>$ 288</td>
<td>$ 288</td>
<td>$ 47,967</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank Fees</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Excess (Deficiency)</td>
<td>$ 48,255</td>
<td>$ 288</td>
<td>$ 288</td>
<td>$ 47,967</td>
</tr>
</tbody>
</table>

Fund Balance 12/31/2012  
Current Fund Balance      
Projected Ending Fund Balance

$ 1,673                  
$ 1,961                   
$ 49,928

See Accountants Compilation Report  
- 15 -
Riley Purgatory Bluff Creek
Watershed District
Minneapolis, MN

To the Board of Managers:

We have compiled the accompanying January 31, 2013, Treasurer’s Report of the Riley Purgatory Bluff Creek Watershed District’s statements of:

- Balance Sheet – General Fund
- Accounts Payable – General Fund
- Performance Analysis - General Fund
- Balance Sheet – 509 Fund
- Accounts Payable – 509 Fund
- Performance Analysis - 509 Fund
- Balance Sheet – Basic Water Management Fund
- Accounts Payable – Basic Water Management Fund
- Performance Analysis - Basic Water Management Fund
- Balance Sheet – Repair and Maintenance Fund
- Accounts Payable – Repair and Maintenance Fund
- Performance Analysis - Repair and Maintenance Fund
- Balance Sheet – Survey, Data and Acquisition Fund
- Accounts Payable – Survey, Data and Acquisition Fund
- Performance Analysis – Survey, Data and Acquisition Fund

in the accompanying prescribed form. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the form prescribed by the Riley Purgatory Bluff Creek Watershed District.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with requirements prescribed by the Riley Purgatory Bluff Creek Watershed District and for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.
These financial statements (including related disclosures) are presented in accordance with the requirements of the Riley Purgatory Bluff Creek Watershed District, which differ from accounting principles generally accepted in the United States of America. This report is intended solely for the information and use of the Riley Purgatory Bluff Creek Watershed District and is not intended to be and should not be used by another other than this specified party.

We are not independent with respect to the Riley Purgatory Bluff Creek Watershed District.

CAVANAUGH & COMPANY, P.A.
Certified Public Accountants

February 26, 2013
Minneapolis, MN
Administrator’s Report
March 6, 2013

1.) Audit
   Information was provided to the auditor.

2.) Annual Report
   I have been working on our annual report. I will be presenting a draft to the board and will be seeking comments.

3.) Lake Susan UAA
   Kick-off meeting with Wenck occurred. Information from involved parties with Lake Susan are currently being transferred to Wenck for analysis.

4.) Lake Lucy/Ann UAA
   Kick-off meeting with BARR occurred. Information by all involved parties on the Lake Lucy and Ann are currently being transferred to BARR for analysis.

5.) Lake Susan CP Permit and grant application
   All shoreline owners signed off on the treatment. Permit was submitted and grant application too.

6.) Lake Riley CP Permit and grant application
   Close to 70% of the residents responded and showed support for lake-wide curleyleaf pondweed.

7.) AIS
   Developing an AIS education and outreach grant. In addition, I have met with Eden Prairie and Chanhassen to coordinate efforts.

8.) Cost-Share/Grant
   I have worked with the CAC to fine tune our 3 tiered level cost-share/grant. Outline is included in your packet.

9.) CAC
   I have met with CAC member on Feb 20th. Our topic of discussion was the Cost-Share/Grant that the District is developing. We received two more application for the CAC.

10.) Carver County SWCD
    I have met with Mike Wanous. We talked about the idea of using their Urban BMP technician to do site assessment.

11.) MAWD
    Legislative days are March 13th and 14th.
12.) Data Collection and Monitoring
   I have met with engineer, the University of Minnesota, Three Rivers Park and the Cities to coordinate monitoring efforts.

13.) Engineer
   I have met with engineer to discuss monitoring in the District, Annual Engineer Report, Data and Collection Report and the Stormwater Rapid Assessment Protocol.

14.) University of Minnesota – Service Learners
   We currently have 7 students volunteering 24 hours of their time to the District this semester (168 hours); 2 stock photographers, 3 monitors, 1 artist, 1 historiographer/lake fact sheet developer.

15.) WOMP Station
   The Metropolitan Council is interested in taking over ownership of the Purgatory Creek WOMP station at Pioneer Trail. The stipulation is that is would need to be turn key. I sent the Turbidimeter to be cleaned, fixed if needs be and calibrated.

16.) BWSR – Community Partners Clean Water Grant
   Workplan was submitted to BWSR and signed agreement.

17.) NEMO
   Working with NEMO program to have an event at Chanhassen and have a module to be presented to cities in regards to street sweeping.

18.) Community Education
   a. Metro Blooms
      Raingardens and Beyond workshop
   b. Newsletter article
      I sent out a newsletter to Eden Prairie and Chanhassen for Spring clean-up. I will focus our next release on our cost-share program.

19.) Purgatory Park Recreation Area
   Manager Casanova had questions in regards to the flood capacity of the Park. Please find below answer:
   In investigating in further detail, the required storage capacity for the 10day 100 year snow melt was 792 AF. The flood elevation for management purpose is 824. When looking at stage volume based on 2 foot topographic mapping at elevation 824, the storage capacity in 932AF. However, we have to reduce that number by 11.6% to 824AF. The District allowed an 11.6% reduction in floodplain – 0.5feet of flood elevation encroachment for development (pg 29 – 1996 plan No encroachment within the floodplain resulting in an increase in the regional flood elevation in that reach greater than 0.5 feet will be permitted). For every foot the elevation is lowered roughly 100 AF of additional flood storage is available. Thus, we have 824AF with boards in + 100AF for each foot lowered.
(lower 4 ft – boards out) * 4 = 824 + 400 = ~1200 AF ... Please note only 1/3 of the encroachment was exercised and thus the flood storage capacity is actually higher.

To my understanding, in phase 1 the boards at the outlet structure were to be used for wildlife and vegetation management. A management plan has not been finalized and thus this is where who is in charge is ambiguous.

Phase 5 has to do with the outlet control structure for Staring Lake. As Leslie pointed out in her presentation this was to provide additional outlet capacity and to control the normal water level of the lake. This work was not been completed.

20.) University of Minnesota
    Coordinating efforts with the University. I have been working with both the Newman and Sorensen Labs.
15 February 2013 – **Newman Report**

Jonathan JaKa and Joshua Knopik, graduate students, with input from Dr. Ray Newman, University of Minnesota

RPBC Watershed District Aquatic Plant progress report for February 2013.

Analysis of data from 2012 was completed and a draft of annual report for work conducted in 2012 has been completed and is in internal review by Dr. Newman.

Lake Susan:
- The Lake Susan Lake Vegetation Management Plan (LVMP) was finalized and provided to District Administrator for submission to DNR.

Lake Riley:
- Met with Lake Riley residents and got agreement on management strategy and LVMP approach. Made changes to LVMP in response to comments from DNR.

Plans for next month:
- Finalize Annual report and submit to district.
- Finalize LVMP for Lake Riley and make any revision requested for Lake Susan.
- Initiate plans for sampling and experiments in 2013
**Riley Chain of Lakes**

**Risk of carp recruitment:**
Dissolved oxygen has been monitored in Rice Marsh Lake and Lake Susan biweekly for the past month to assess the risk of potential winterkill. So far, oxygen has been high in all lakes (> 9 mg/L) and we believe there is little risk of carp recruitment this spring in this system. Zooplankton samples collected in the Riley chain last summer are currently being analyzed in the laboratory.

**Adult carp removal and control:**
Not needed so not monitored.

---

**Purgatory Chain of Lakes**

**Risk of carp recruitment:**

*Staring-Rec Area:* Water levels have reached a low in the Purgatory Creek Park Area (PCPA) and thick ice has formed. Ice thickness, water level and dissolved oxygen are being monitored biweekly to assess the effectiveness of winter draw-down. Approximately 80% of the PCPA is currently frozen to the bottom. However, a small area near the inlet (~ 100 meters in diameter) contains approximately 30 cm of water under the ice. This water is well oxygenated (9 mg/L) and it is functioning as a refuge for the carp (radio-tagged carp are presently aggregated in that area) and presumably game-fish in this region. Because of flowing water here is unlikely this area will freeze this winter. Ultimately the success of the draw-down strategy will be determined by game-fish survival but we are considering the possibility it may not be adequate. A commercial fisher (Jeff Reidemann) has visited this site with us and expressed interest in building a carp barrier with trap in the Creek and we have asked him for an estimate. He would remove carp while we could maintain the trap during the spawning season. We hope he will provide a schematic by the time of a meeting with Eden Prairie. Meanwhile, we have asked both the City of Eden Prairie and RPBCWD for information on morphology of the PCPA prior to its restoration and the seeming onset of carp problems. We hypothesize that the re-engineering of this system may be at the root of the problem (it may have created partial winterkill scenarios) and question if some type of restoration to initial conditions (perhaps to a creek) should at least be considered especially because wildlife/ fisheries and water quality goals do not appear to have been met. We look forward to receiving this information so we can provide the best possible advice.

*Lake Lotus:* Oxygen levels are high so there seems to be little risk of recruitment.

**Adult carp removal.**

*Staring-Rec Area:* After meeting with the DNR manager for the region, we have decided to continue to work with Mr. Don Geyer, the commercial fisher with
rights for this region, for adult carp removal. New arrangements have been made to incentivize his performance and reduce cost to the research program. In particular, we have offered Mr. Geyer a one-time set-up fee of $2500 and then $0.50 per carp removed along with any help he might need from the lab. Unfortunately, there is no commercial market for carp at present so we must bear all costs. A goal of 10,000 carp removed was established, with the proviso that if it is not met we will pursue different solutions, including hiring another fisher. The week of February 4 was set aside for a concerted removal effort. The Sorensen lab was available each day to provide assistance and guide the net deployment relative to aggregations noted. Three seine hauls were conducted with moderate success. An additional 6,700 adult carp removed, bringing the total of carp removed this winter to 8282 or about 33% of the population as of last fall. Mr. Geyer continues to have frustrating problems with the nets getting stuck in the bottom. It is not clear to us whether this is attributable to poor coordination, less than optimal gear, wily fish, or most likely some combination of the three. In addition to carp, Mr. Geyer captured and removed 2,057 bigmouth buffalo from Lake Staring, which represents approximately 45% of the entire population. Mr. Geyer has been offered one more opportunity to remove adult carp with the goal of another 10,000 carp. He tells us he will start February 20. If this he is not successful again, we have contacted another commercial fisher who will attempt (proving the ice is stable) with the same agreement but with the proviso that he must offer all fish to Geyer (state regulation). This way we will at least learn if the problem is with the fisher or the fish.

Lake Lotus: We have been mapping the distribution of radio-tagged adult carp in Lake Lotus, but they remain dispersed.

Plans for next month:
Conduct additional winter seining in Lake Staring
Continue mapping the locations of carp in Lake Lotus to determine the possibility for successful winter seining.
Continue monitoring water level and dissolved oxygen in PCCA
Continue monitoring dissolved oxygen in Susan, Rice Marsh and Staring
Continue carp ageing and zooplankton analyses.
Meet with Eden Prairie to describe management options and trapping for the Recreational Area
University of Minnesota
Sorensen Lab report February 15, 2013

Riley Chain of Lakes

Risk of carp recruitment:
Dissolved oxygen has been monitored in Rice Marsh Lake and Lake Susan biweekly for the past month to assess the risk of potential winterkill. So far, oxygen has been high in all lakes (> 9 mg/L) and we believe there is little risk of carp recruitment this spring in this system. Zooplankton samples collected in the Riley chain last summer are currently being analyzed in the laboratory.

Adult carp removal and control:
Not needed so not monitored.

Purgatory Chain of Lakes

Risk of carp recruitment:

Staring- Rec Area: Water levels have reached a low in the Purgatory Creek Park Area (PCPA) and thick ice has formed. Ice thickness, water level and dissolved oxygen are being monitored biweekly to assess the effectiveness of winter draw-down. Approximately 80% of the PCPA is currently frozen to the bottom. However, a small area near the inlet (~100 meters in diameter) contains approximately 30 cm of water under the ice. This water is well oxygenated (9 mg/L) and it is functioning as a refuge for the carp (radio-tagged carp are presently aggregated in that area) and presumably game-fish in this region. Because of flowing water here is unlikely this area will freeze this winter. Ultimately the success of the draw-down strategy will be determined by game-fish survival but we are considering the possibility it may not be adequate. A commercial fisher (Jeff Reidemann) has visited this site with us and expressed interest in building a carp barrier with trap in the Creek and we have asked him for an estimate. He would remove carp while we could maintain the trap during the spawning season. We hope he will provide a schematic by the time of a meeting with Eden Prairie. Meanwhile, we have asked both the City of Eden Prairie and RPBCWD for information on morphology of the PCPA prior to its restoration and the seeming onset of carp problems. We hypothesize that the re-engineering of this system may be at the root of the problem (it may have created partial winterkill scenarios) and question if some type of restoration to initial conditions (perhaps to a creek) should at least be considered especially because wildlife/ fisheries and water quality goals do not appear to have been met. We look forward to receiving this information so we can provide the best possible advice.

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**Plans for next month:**
Conduct additional winter seining in Lake Staring
Continue mapping the locations of carp in Lake Lotus to determine the possibility for successful winter seining.
Continue monitoring water level and dissolved oxygen in PCCA
Continue monitoring dissolved oxygen in Susan, Rice Marsh and Staring
Continue carp ageing and zooplankton analyses.
Meet with Eden Prairie to describe management options and trapping for the Recreational Area
CAC

**Action Requested:** Need to appoint 2 additional new Citizen Advisory Committee and approve conflict of interest policy.

**Background:** The District received two additional applications (Frank Spahn and Bill Satterness).

**Recommendation:** Staff recommends that the board appoints both new applicants to the Citizen Advisory Committee and accepts the conflict of interest policy.

Please see end of Manager’s Discussion for template of conflict of interest policy for the CAC.

1. **Repair and Maintenance Fund – Eden Prairie**

**Action Requested:** The City of Eden Prairie asked if the Repair and Maintenance funds could be used for the Homewards Hills Culvert Replacement Project

**Background:** On December 5th, 2012 the District received a letter from the City of Eden Prairie requesting that the District participate in the project through their Repair and Maintenance Fund. The total cost for this project is close to $550,000. The project would replace a deteriorated culvert that lies under the Homeward Hills Road just south of Runnel Circle.

**Recommendation:** Staff recommends that the board allocate $25,000 to this project. Current funds in the Repair and Maintenance Fund is $92,187. This would leave with $67,187 + $15,000 (levy 2013) = $82,187 as remaining balance.
2. Cost-Share Program

**Action Requested:** Approve the cost-share guideline and documentation (Please see the end of packet for all the details)

3. WOMP Station

**Action Requested:** Reinstate the WOMP station at Pioneer Trail and Purgatory Creek.

**Background:** In 2010, the WOMP stations were shut down. In February 2012, the metropolitan council approach in getting the Pioneer Trail WOMP station instated in their WOMP program for 2014. However, we would need to have the station turn key. In order to do that, the District would need to restore the station. The Metropolitan Council would donate a brand new shelter and some equipment to be incorporated into that rehabilitation. If we choose to rehabilitate and run the station, it would cost the District $30,000 for rehabilitation and under $15,000 for lab analysis. One big benefit by transferring ownership to Met Council is that they would cover lab work, maintenance and repair of the WOMP and its equipment. We would also qualify for a $5000 grant to offset our sampling costs. We would be able to recuperate the cost of this investment within 3 years.

**Recommendation:** Staff recommends that the board reinstitute the WOMP Station and has Chris Bonick (who maintains most of the western metro WOMP station and who was recommended by Met Council and Eden Prairie) from Barr engineering help in the reinstatement and working.

4. Raingarden and beyond workshop

**Action Requested:** Approve funding for a raingarden and beyond workshop

**Background:** We currently have $5000 allocated to Public Education and Outreach. The total cost for 1 workshop is $2,915. The Lower Minnesota Watershed District has provided $1,457.50. The workshop explores the latest in healthy yard care practices, including proper use of fertilizers, disposal and reuse of yard waste, keeping sidewalks ice free and managing runoff onsite. This workshop is designed to move participants quickly from an overview of healthy yard care practices to a completed
raingarden or shoreline design for their property with one on one assistance from Metro Blooms landscape designers.

**Recommendation:** Approve the spending of $1,457.50 for a Raingarden and Beyond Workshop.

### 2013 Raingarden Program in Chanhassen and Eden Prairie

Cost Summary for up to 30 participants

<table>
<thead>
<tr>
<th>Service Description</th>
<th># Units</th>
<th>Unit Type</th>
<th>Unit Cost</th>
<th>Each Workshop</th>
<th>Two Workshops</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Landscape Designers</td>
<td>20.0</td>
<td>hours</td>
<td>$40.00</td>
<td>$800.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Landscape designers work with property owner to size and site raingarden, advise</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>on redirection of downspout, soil amendments, and plant selections and create</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>raingarden design.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape Ecologist/ Presenter</td>
<td>5</td>
<td>hours</td>
<td>$65.00</td>
<td>$325.00</td>
<td>$650.00</td>
</tr>
<tr>
<td>Program Coordination and Promotions</td>
<td>30</td>
<td>Hours</td>
<td>$50.00</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Includes scheduling workshop, registrations, design and distribution of press and</td>
<td></td>
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<tr>
<td>social media campaign. Coordinate logistics, staffing, year-end outcome survey</td>
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</tr>
<tr>
<td>and statistics for MS4 reporting.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Materials - Party Packets</td>
<td>30</td>
<td>Packets</td>
<td>$6.00</td>
<td>$180.00</td>
<td>$360.00</td>
</tr>
<tr>
<td>The packets include data on effective eco-friendly gardening, rain garden</td>
<td></td>
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<tr>
<td>installation; plant selection, a rain barrel pamphlet, and much more. These</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>packets are distributed to all guests. <em>(See attached list of packet contents.)</em></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Website</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Travel (3 trips @ 40 mi per event)</td>
<td>200</td>
<td>miles</td>
<td>$0.550</td>
<td>$110.00</td>
<td>$220.00</td>
</tr>
<tr>
<td>Promotion and printing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Raingardens and Beyond Workshop</td>
<td></td>
<td></td>
<td></td>
<td>$2,915.00</td>
<td>$5,830.00</td>
</tr>
</tbody>
</table>
5. **Annual Report**

Draft of the Annual Report will be provided to the board at the Board Meeting.

6. **Lake Lucy Project Update**

Staff to discuss the Lake Lucy IPAS project

7. **Rules and Regulations**

Staff would like to initiate conversation with the board and would like directive as to reviewing rules. Staff would like to recommend the revision of our rules and beginning the process of reinstating permitting.

8. **Purgatory Park Recreation Area (Manager Request)**
## Costs for Rebuilding the Purgatory Cr. Monitoring Station at Pioneer Tr. in Eden Prairie

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>New Equipment Needed</strong></td>
<td></td>
</tr>
<tr>
<td>CSI CS475: radar water level sensor</td>
<td>2,200.00</td>
</tr>
<tr>
<td><strong>Refurbish/Repair Existing Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>FTS DTS-12: turbidity sensor</td>
<td>700.00</td>
</tr>
<tr>
<td><strong>Ford Construction (contractor)</strong></td>
<td></td>
</tr>
<tr>
<td>Rebuild monitoring station</td>
<td>15,000.00</td>
</tr>
<tr>
<td>Includes removal of existing shelter, wiring for new shelter, set and mount new shelter on platform, removal of existing cables and conduits, re-installation of cables and conduits.</td>
<td></td>
</tr>
<tr>
<td><strong>Barr Engineering Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Project management</td>
<td>3,500.00</td>
</tr>
<tr>
<td>Communications and meetings with contractor, Watershed District, and MCES. Purchase new equipment and supplies. Administrative tasks.</td>
<td></td>
</tr>
<tr>
<td><strong>Set-up and bench test equipment:</strong></td>
<td></td>
</tr>
<tr>
<td>Retrieve and cleanup existing equipment, setup all equipment on bench, revise datalogger program, and test equipment.</td>
<td>3,300.00</td>
</tr>
<tr>
<td><strong>Station installation</strong></td>
<td></td>
</tr>
<tr>
<td>Observe/work with contractor to rebuild station.</td>
<td>1,750.00</td>
</tr>
<tr>
<td><strong>Commission station</strong></td>
<td></td>
</tr>
<tr>
<td>Hook-up sensors and autosampler to datalogger. Verify all sensors and autosampler are working properly. Commission station.</td>
<td>900.00</td>
</tr>
</tbody>
</table>

**CAPITAL COSTS, EQUIPMENT** $2,900.00  
**SALES TAX 6.8%** $197.20  
**FREIGHT** $100.00  
**LABOR FEES** $24,450.00  
**CONTINGENCY FOR LABOR COSTS** $2,500.00  
**TOTAL ESTIMATED COSTS** $30,103.20
<table>
<thead>
<tr>
<th>Costs to Operate and Maintain the Purgatory Cr. Monitoring Station for 2013</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monthly Grab Samples</strong>&lt;br&gt;Collect grab samples during non-event or baseflow periods.&lt;br&gt;Assumes monitoring begins in July.</td>
<td>2,650.00</td>
</tr>
<tr>
<td><strong>Storm Event Samples</strong>&lt;br&gt;Collect composite samples during storm events. Assumes monitoring begins in July and 8 sampleable storm events occur.</td>
<td>3,500.00</td>
</tr>
<tr>
<td><strong>Maintenance</strong>&lt;br&gt;Sensor verification/calibration. Troubleshoot problem issues if necessary. Winterize station.</td>
<td>1,750.00</td>
</tr>
<tr>
<td><strong>Data Management</strong>&lt;br&gt;Download data. Review, QA/QC, and summarize data.</td>
<td>2,200.00</td>
</tr>
<tr>
<td><strong>Lab Costs</strong>&lt;br&gt;Includes the standard suite of water quality parameters measured by the MCES Lab for the WOMP program.</td>
<td>3,250.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LABOR COSTS</th>
<th>$10,100.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAB COSTS</td>
<td>$3,250.00</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED COSTS</strong></td>
<td><strong>$13,350.00</strong></td>
</tr>
<tr>
<td>Costs for Rebuilding the Purgatory Cr. Monitoring Station at Pioneer Tr. in Eden Prairie</td>
<td>Total Cost</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td><strong>New Equipment Needed</strong></td>
<td></td>
</tr>
<tr>
<td>CSI CS475: radar water level sensor</td>
<td>2,200.00</td>
</tr>
<tr>
<td><strong>Refurbish/Repair Existing Equipment</strong></td>
<td></td>
</tr>
<tr>
<td>FTS DTS-12: turbidity sensor</td>
<td>700.00</td>
</tr>
<tr>
<td><strong>Ford Construction (contractor)</strong></td>
<td></td>
</tr>
<tr>
<td>Rebuild monitoring station</td>
<td>15,000.00</td>
</tr>
<tr>
<td>Includes removal of existing shelter, wiring for new shelter, set and mount new</td>
<td></td>
</tr>
<tr>
<td>shelter on platform, removal of existing cables and conduits, re-installation of</td>
<td></td>
</tr>
<tr>
<td>cables and conduits.</td>
<td></td>
</tr>
<tr>
<td><strong>Barr Engineering Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Project management</td>
<td>3,500.00</td>
</tr>
<tr>
<td>Communications and meetings with contractor, Watershed District, and MCES. Purchase</td>
<td></td>
</tr>
<tr>
<td>new equipment and supplies. Administrative tasks.</td>
<td></td>
</tr>
<tr>
<td>Set-up and bench test equipment:</td>
<td>3,300.00</td>
</tr>
<tr>
<td>Retrieve and cleanup existing equipment, setup all equipment on bench, revise</td>
<td></td>
</tr>
<tr>
<td>datalogger program, and test equipment.</td>
<td></td>
</tr>
<tr>
<td>Station installation</td>
<td>1,750.00</td>
</tr>
<tr>
<td>Observe/work with contractor to rebuild station.</td>
<td></td>
</tr>
<tr>
<td>Commission station</td>
<td>900.00</td>
</tr>
<tr>
<td>Hook-up sensors and autosampler to datalogger. Verify all sensors and autosampler</td>
<td></td>
</tr>
<tr>
<td>are working properly. Commission station.</td>
<td></td>
</tr>
</tbody>
</table>

<p>| CAPITAL COSTS, EQUIPMENT | $2,900.00 |
| SALES TAX 6.8%           | $197.20   |
| FREIGHT                  | $100.00   |
| LABOR FEES               | $24,450.00|
| CONTINGENCY FOR LABOR COSTS | $2,500.00|
| TOTAL ESTIMATED COSTS    | $30,103.20|</p>
<table>
<thead>
<tr>
<th>Costs to Operate and Maintain the Purgatory Cr. Monitoring Station for 2013</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monthly Grab Samples</strong>&lt;br&gt;Collect grab samples during non-event or baseflow periods. Assumes monitoring begins in July.</td>
<td>$2,650.00</td>
</tr>
<tr>
<td><strong>Storm Event Samples</strong>&lt;br&gt;Collect composite samples during storm events. Assumes monitoring begins in July and 8 sampleable storm events occur.</td>
<td>$3,500.00</td>
</tr>
<tr>
<td><strong>Maintenance</strong>&lt;br&gt;Sensor verification/calibration. Troubleshoot problem issues if necessary. Winterize station.</td>
<td>$1,750.00</td>
</tr>
<tr>
<td><strong>Data Management</strong>&lt;br&gt;Download data. Review, QA/QC, and summarize data.</td>
<td>$2,200.00</td>
</tr>
<tr>
<td><strong>Lab Costs</strong>&lt;br&gt;Includes the standard suite of water quality parameters measured by the MCES Lab for the WOMP program.</td>
<td>$3,250.00</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED COSTS</strong></td>
<td><strong>$13,350.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABOR COSTS</td>
<td>$10,100.00</td>
</tr>
<tr>
<td>LAB COSTS</td>
<td>$3,250.00</td>
</tr>
<tr>
<td><strong>TOTAL ESTIMATED COSTS</strong></td>
<td><strong>$13,350.00</strong></td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Riley Purgatory Bluff Creek Watershed District Board of Managers
    Claire Bleser, Administrator

FROM: Louis N. Smith

DATE: February 28, 2013

RE: Cost-Share Program

At the direction of the Administrator, we have prepared the following documents to support the District’s cost-share program:

1. **Amendment to the District’s Plan**: Sections 7.10.1 and 7.10.2 (Low Impact Development Program) provide strong support for the District’s cost-share program. We believe that there is benefit to the District and its stakeholders to provide more detail about the structure and procedures for the cost-share program, and accordingly have prepared a proposed new section 7.10.3 for this purpose. It is our opinion that this is a minor plan amendment, and that the 2013 cost-share activities may proceed under the authority of the current plan, while this amendment is being considered.

2. **Guidelines for Cost-Share Programs**: The Administrator has worked with the Citizens Advisory Committee to develop guidelines for three cost-share programs.

3. **Grant Agreements**: We have prepared grant agreement templates that are tailored to each of the three cost-share programs, as well as templates for a Maintenance Schedule and a Declaration for recording the maintenance obligation in appropriate cases.

We recommend that the Board of Managers review each of the above documents and formally take action to commence the plan amendment process and approve the
guidelines and grant agreements, as the Board deems appropriate. We would be pleased to provide any further information you may require.
Riley Purgatory Bluff Creek Watershed District

COST-SHARE PROGRAM GUIDELINES

March 2013

Riley Purgatory Bluff Creek Watershed District has established a cost-share program that provides funding assistance for the design and construction, restoration or implementation of stormwater management best management practices (BMPs) that protect and conserve water resources. Funding amounts and procedures required for funding vary according to the type of project:

• **LOCAL GOVERNMENT AND COMMERCIAL FACILITY BMP PROJECTS**
  - Maximum cost-share: $20,000 or 50 percent of BMP costs, whichever is less
  - 2013 Program Budget: $60,000
  - Public hearing required: Yes
  - Deed recordation of BMP-maintenance declaration required?
    - Projects on private property – yes
    - Project on public property – no

• **LAKE ASSOCIATION, HOMEOWNERS ASSOCIATION, NONPROFIT ORGANIZATION BMP PROJECTS**
  - Maximum cost-share: $20,000 or 75 percent of BMP costs, whichever is less
  - 2013 Program Budget: $150,000
  - Public hearing required: Yes
  - Deed recordation of BMP-maintenance declaration required?
    - Projects on private property – yes
    - Project on public property – no

• **SINGLE-FAMILY RESIDENTIAL BMP PROJECTS**
  - Maximum cost-share: $3,000 or 75 percent of BMP costs, whichever is less
  - 2013 Program Budget: $60,000
  - Public hearing required: No
  - Deed recordation of BMP-maintenance declaration required? No.

The RPBCWD Board of Managers reserves the right to consider and award cost-share funding exceeding the stated maximums on a case-by-case basis.

1. **Application**

Applications for cost-share assistance through RPBCWD cost-share program funding must be sent to the RPBCWD administrator. **Application due dates are May 17 and August 21.** A complete application package must be submitted on or before the due date for review to assess eligibility and ensure consistency with RPBCWD program criteria, guidelines and goals. Submittals required for consideration include:

- Completed cost-share application *(signed)*
- BMP construction/installation site plan and design and/or plans and specifications

* Applicants need not necessarily attend the public hearing before the RPBCWD Board of Managers to receive cost-share funding.
Incomplete submittals will not be considered. All cost-share applications will be reviewed by the Citizens Advisory Committee, which will make funding recommendations to the Board of Managers.

2. Cost-Share Agreement

Program participants will be required to enter into a binding agreement with RPBCWD providing the terms under which cost-share funding is provided. The agreement for a particular project will be signed on behalf of RPBCWD after approval of cost-share funding for the project by the Board of Managers. A copy will be returned to the cost-share participant. Amendment of any of the terms of the agreement will be by mutual written agreement signed by all parties to the original contract.

3. Eligible BMPs and Maintenance

Projects will be scored and ranked based on their potential to contribute to the goals and desired outcomes of RPBCWD’s cost-share program:

- improve watershed resources;
- increase awareness of the vulnerability of watershed resources;
- increase familiarity with and acceptance of solutions to improve waters;
- foster water resource stewardship.

*RNBCWD cost-share funding will not be provided for non-native plant material.* RPBCWD cost-share funding will not be awarded for work required as part of a development or redevelopment project to meet regulatory requirements applicable to the project, but program funding may be awarded toward the incremental cost of BMPs that will provide water-quality treatment beyond regulatory requirements or enhancements to a project that will provide water resource protection beyond regulatory requirements. Public projects that will contribute to the proponent’s compliance with Municipal Separate Storm Sewer System permits are eligible for RPBCWD cost-share funding.

The expected effective life of a BMP is used to set the duration of a cost-share participant’s obligation to maintain the BMP. Following is an illustrative sample list with the expected effective life of BMPs eligible for RPBCWD cost-share funding. Projects involving construction, restoration or implementation of other types of BMPs may be submitted; the effective life in such cases will be determined on a case-by-case basis by RPBCWD staff in consultation with the applicant. RPBCWD will not, however, provide cost-share funding for restoration of a BMP, the loss of functionality of which was caused by the applicant or present landowner. RPBCWD encourages landowners to maintain publicly funded BMPs in perpetuity, but the effective life period listed below is the minimum number of years that the RPBCWD requires a landowner receiving cost-share program assistance to maintain the BMP.

Michael Welch 2/27/2013 11:56 PM
Comment [1]: For consideration.
**BMP** | **Effective Life (years)**
---|---
• Wetland Restoration | 10
• Filter Strip/Buffer (vegetative) | 5
• Raingarden | 5
• Shoreline/Streambank Stabilization (vegetative) | 5
• Pervious Hard Surfaces | 10
  o Pervious Pavers
  o Pervious Concrete
  o Pervious Asphalt
• Infiltration Basins | 10
  o Above ground
  o Below ground

1 Only the minimum required upland buffer width is eligible for funding (confirmed by RPBCWD technician).

To ensure that the expected operational life of a BMP is achieved, program participants are required as a condition of receiving cost-share funding to commit to maintain the funded BMP. For projects on private property, the maintenance obligation is formalized in a declaration that must be recorded on the property title in the appropriate county recorder or registrar of titles office. (RPBCWD does not require a recorded declaration for a residential BMP project when the BMP will not receive and treat significant quantities of runoff from other properties.) RPBCWD will not bear responsibility for maintenance of a BMP funded through its cost-share program.

### 4. Reimbursable Costs

Applications must be accompanied by either a contractor’s bid for the BMP or a cost estimate. Labor contributed by the property owner toward the construction or implementation of the BMP may be credited toward the total project cost estimate at $10 per hour for unskilled labor (site prep, planting, etc.) and $20 per hour for skilled labor (installing bio-logs, operating machinery, etc.). Property owner labor will only serve as in-kind match funding toward the total cost of construction or implementation of the BMP, and will not be reimbursed. Property owner maintenance labor will not be credited or reimbursed.

In all cases and without exception, cost-share funding will be provided in the form of reimbursement for documented costs. Reimbursement will not exceed the cost of eligible purchased supplies and materials and contracted labor; if costs expended prove less than the total amount approved for funding, RPBCWD’s contribution will be limited to the percentage of total costs stated in the applicable agreement (e.g., 50 percent for a local government project). Aesthetic elements of the project and maintenance costs are not eligible expenses. Project costs not directly related to the construction or implementation of the BMP will not be reimbursed.

### 5. Schedule

Project installation must be completed by the date stated in the agreement between the participant and RPBCWD. If this date is not met, RPBCWD’s obligation to provide cost-share funding is void unless extended in writing. A participant facing this eventuality is advised to contact RPBCWD staff as early as possible and be prepared to explain the circumstances that caused the delay.

### 6. Payment
Reimbursement will only be made after the cost-share participant has documented and RPBCWD staff have confirmed via inspection that construction of the BMP is complete. Applicants must copies of paid invoices for all costs and reasonable documentation of labor hours contributed. All claimed expenses will be reviewed and verified by the RPBCWD as eligible and reasonable.

7. **Conformance to Plans**
RPBCWD will not reimburse costs expended for construction of project that does not substantially conform to the approved plans, designs and/or specifications. Conformance and functionality in all cases except BMPs constructed on single-family residential properties must be certified by an registered engineer with applicable expertise.

RPBCWD will not reimburse costs expended for partial completion of a BMP. However, RPBCWD staff will work in earnest with participants to address unexpected conditions, changes in conditions or other eventualities that affect the construction or implementation of a BMP and will present a modification of the cost-share agreement to the Board of Managers when necessary. Again, early contact and conversation with staff is advised. It is the applicant’s sole responsibility to acquire any/all required permits and approvals prior to commencement of their project.

8. **Submitted Information**
All information, including but not limited to applications, conceptual designs, contractor bids, cost estimates, final designs and specifications, copies of permits and proof of expenditures is subject to disclosure to the public when submitted to RPBCWD, except where specifically protected as non-public by state law.
1. Local Government and Commercial Stormwater Remediation
   a. Eligible Projects: For BMPs that exceed regulatory requirements; municipal street reconstruction; storm sewer retrofits, other stormwater remediation for school districts, other local governments, or commercial projects.
   c. Program Budget: $60,000 in 2013.
   d. Maximum grants: $20,000.
   e. Maximum % Cost Share: 50% of Total Project Cost.
   g. Maintenance Agreements: Required, must be recorded if on private property.

2. Lake Association, Homeowners Association, NGO Projects
   a. Eligible Projects: Shoreline restoration, stormwater treatment facilities, rain gardens that exceed regulatory requirements.
   b. Eligible Practices: shoreline/streambank restorations, filter strip/buffer, raingardens, infiltration basins, pervious surface, wetland restoration
   c. Program Budget: $150,000 in 2013 through BWSR Community Partners Grant + 20,000 for technical assessment.
   d. Maximum grants: $20,000.
   e. Maximum % Cost Share: up to 75% of non-residential projects; 75% of residential projects.
   f. Process: CAC review and recommendation; board of managers hold a public hearing pursuant to Minn. Stat. Sec. 103B.251.
g. Maintenance Agreements: Required; must be recorded if on private property (unless single family residential property).

3. Single Family Residential Projects
   a. Eligible Projects: Shoreline restoration, stormwater treatment facilities, rain gardens that exceed regulatory requirements.
   b. Eligible Practices: shoreline/streambank restorations, filter strip(buffer), raingardens, infiltration basins, pervious surface, wetland restoration
   c. Program Budget: $60,000 in 2013 + $10,000 for technical assessment.
   d. Maximum grants: $3,000.
   e. Maximum % Cost Share: 75%.
   f. Process: CAC review and recommendation; board of managers approval.
   h. Maintenance Agreements: Required, not recorded.

4. Other Notes:
   a. Board of Managers can vote to exceed grant limits in special cases with compelling justification.
   b. Unutilized program funds may be transferred to another program.
   c. Maintenance agreements will be tied to expected useful life of BMP.
   d. Each grant will require a grant agreement.
   e. Each application must include a contractor’s bid or cost estimate approved by conservation technician.
   f. Landowner labor may be credited to the total project cost at $10/hour for unskilled and $20/hour for skilled labor. Landowner labor only counts for in-kind contribution and shall not be reimbursed.
   g. Payment will only be made on project completion, confirmed by inspection.
h. Grant agreement will set project completion date; contract will automatically terminate on that date and applicant will need to reapply for funding if project is not completed by termination date.

i. District will prepare a cost share project screening form that scores projects on District criteria.

j. Project should be fully implemented within a year

k. First year of program will have two deadlines: first May 17th, second August 21st

Note for the District
Make sure that we work with CCSWCD for Calculation and use for technical assessment.
7.10.3 Cost-Share Program

In developing and implementing its Low-Impact Development program, the District has consulted its Citizen Advisory Committee and Technical Advisory Committee to enhance the District’s understanding of needs and opportunities for voluntary stormwater-management retrofits and upgrades. With the benefit of this input, the District has further developed its cost-share program to provide financial assistance for best management practice implementation to local units of government, private property owners, nonprofits, lake and homeowners associations and other interested parties. The pursuit of the Low-Impact Development program outlined in section 7.10.1 has led the District to organize its cost-share program to identify and develop opportunities presented by several specific stakeholder groups:

- Local Government and Commercial Stormwater Remediation Projects – aimed at bolstering capacity for installation for water-quality improvement practices in conjunction with projects such as municipal street reconstruction, stormsewer retrofits, school property improvements and commercial property projects.
- Lake Associations, Homeowners Associations and Nonprofits Projects – designed to tap into the knowledge such organizations have regarding opportunities and priorities for stormwater-management practices in their geographic areas of concern and their potential to ensure installation of shoreline and streambank restorations, rain gardens, filter strips, pervious surfaces and restoration of wetlands.
- Single-Family Residential Projects – designed to support individuals’ interest in contributing to the overall goals through restoration of residential shorelines and streambanks, installation of filter and buffer strips, restoration of wetlands, construction of rain gardens and use of pervious surfaces.

In each case, participants’ contributions of in-kind and monetary resources will ensure that multiple District strategies are addressed: improvement of watershed resources, increasing awareness of the vulnerability of watershed resources, increasing familiarity with and acceptance of solutions to improve waters, and fostering water resource stewardship. In addition, participants will commit to long-term maintenance of practices developed under the program, increasing the chances of the success of the practice and securing the benefits to be achieved by the program. The District will also commit technical assistance in review of project design and construction inspection to help ensure that practices are constructed and implemented in locations and according to designs that are suited to conditions and thereby are more likely to succeed. The District will annually assess outcomes of the cost-share program to determine whether alterations or additions to the focus areas is warranted.

Program Authority and Administration

The cost-share program is authorized by the mandate of Minnesota Statutes chapter 103B to assess challenges to the health and sustainability of water resources, then develop and implement a plan that deploys multiple strategies to address the identified challenges. The program will also make a significant contribution to the accomplishment of several of the goals identified in sections 2.3.2 and 2.3.3 of this plan:
• Long-Term Goal 1 – improve water quality to fully support swimming in designated lakes;
• Long-Term Goal 2 – improve water quality to fully support designated uses for water bodies and remove water bodies from the MPCA list of impaired waters;
• Long-Term Goal 5 – alter stormwater hydrographs (streamflow) through infiltrative strategies that reduce peak discharge rates and overall flow volume;
• Short-Term Goal 2 – develop a sustainable Communications Program that enables proactive actions by District citizen leaders and related partners to participate in project implementation and share costs; and
• Short-Term Goal 4 -- develop a higher level of cooperation with municipalities and other watershed partners; this may include the development of cost-share programs and coordination of planned expenditures for addressing watershed issues.

While expenditures for capital construction typically require documentation in the District’s capital improvements program (through plan amendment when necessary), the District will administer its cost-share program through an adaptation of the project-development process that amply provides for a transparent public process that provides thorough review and a full opportunity for input from public agencies, watershed residents and other interested parties. This process recognizes that the element of capital construction is sometimes incidental to other purposes of demonstrating innovative stormwater management or promoting water resource stewardship at the neighborhood and property owner scales. The District also recognizes that local government or commercial projects can present important opportunities to incorporate highly effective best management practices that are beyond what would otherwise be required by regulation. In other cases, such as for shoreline or streambank stabilization, action is required to address public infrastructure, land or ecological values at risk. The timing of these programs thus typically is externally driven, in the one case by opportunity and in the other by need. Accordingly these programs must be administered so that they can meet these externally driven timelines as the need arises.

• Guidelines for specific awards and procedures for the administration of the program (e.g., application requirements, the cost-share agreement forms to be entered by program participants) will be reviewed and adopted (and amended as necessary) by the Board of Managers in a public meeting.
• The Citizens Advisory Committee will utilize these guidelines to review cost share applications and make funding recommendations to the Board of Managers.
• The Board of Managers will review and approve all cost share applications. Prior to approving a cost share award in excess of $10,000 for capital construction, the Board of Managers will hold a noticed public hearing according to Minnesota Statutes section 103B.251.
• Annual funding for the program will be set by the Board of Managers through the statutory budget process.
• Where an award will be made for an infrastructure project required to meet stormwater regulations, District funding will not exceed the incremental difference between the cost of District-supported innovative stormwater management methods and the baseline compliance cost.

• Demonstration and education benefits will be promoted through program requirements for educational signage and reasonable access for public viewing.

**Program Funding Source and Financial Impact**

The District will fund its cost-share programs from the *ad valorem* property tax levied annually on property within the watershed, as well as through other funding sources such as regional, state or federal grants. The budget for the cost-share programs in 2013, including all sources will be $300,000, of which approximately 50% is from the District’s *ad valorem* levy. This funding will not be a significant burden in the District’s annual budget. The Board of Managers will annually set the budget for the cost-share programs in a manner that meets the programs’ needs and prudently aligns with the District’s overall financial capacity.

The program will provide a financial benefit to other local units of government in the watershed because it will either directly enhance municipal projects’ capacity to manage stormwater or it will indirectly reduce stormwater infrastructure maintenance and management costs, by developing treatment capacity on other entities’ properties – or both. Awardees, including local units of government, will assume maintenance and other obligations that will involve cost, but this burden is the result of a choice to seek District cost-share funding.
RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT
Cost-Share Funding Agreement

Riley Purgatory Bluff Creek Watershed District and
[insert name(s) of property owner(s)]

LOCATION: _______________________
PARCEL PIN: ________________

This cost-share Agreement, for support of water resource protection and education through the Riley Purgatory Bluff Creek Watershed District Cost-Share Program, is entered into between the Riley Purgatory Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes chapters 103B and 103D (RPBCWD), and
(OWNER), a Minnesota nonprofit corporation and fee title owner of the Common Elements of the Property, as described in the document recorded in the office of the [Hennepin/Carver] County [Recorder/Registrar of Titles] as document no. __________ (the Property).

RPBCWD has determined that it will contribute cost-share funding for construction of [a] water resources-conservation practice[s] in conjunction with a project that OWNER has undertaken to [OVERALL PROJECT PURPOSES]. RPBCWD has determined the amount of funding that it will contribute to the construction and design of the practice[s] on the basis of the water-quality improvement, public education and demonstration benefits that will be realized.

RPBCWD commits to reimburse OWNER in accordance with the terms and on satisfaction of the conditions of this Agreement.

1. Scope of Work

OWNER will provide for construction of [FACILITIES SPECIFICS] (the Facilities) on the Property in accordance with the Site Plan, Design and Budget attached to and incorporated into this Agreement as Exhibit A. OWNER may adjust the work during construction based on field conditions or other adaptive design considerations as in its judgment will better achieve the purposes of the Facilities.

OWNER will submit to RPBCWD a report that includes a narrative describing the construction of the Facilities, as-built drawings of the Facilities, a description of and receipts documenting eligible costs incurred including in-kind contributions, a description of any changes made or expected to the Facilities and photographs documenting construction (Project Report). A final Project Report must be submitted to RPBCWD within 30 days of the certification by OWNER’s engineer of completion of construction.

OWNER will maintain a copy of the Site Plan and Design and other records concerning the Facilities for six years from the date OWNER receives or completes the as-built drawings of the Facilities. RPBCWD may examine, audit or copy any such records on reasonable notice to OWNER.
2. **Contractor**

OWNER will select a contractor or contractors for the Facilities or construct the Facilities itself and ensure construction of the Facilities in substantial conformity with Exhibit A. In contracting for construction of the Facilities, OWNER will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination. Further, OWNER will ensure that any contract for construction of the Facilities complies with state prevailing wages requirements, Minnesota Statutes sections 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120.

3. **Reimbursement**

When RPBCWD has inspected the Facilities to confirm functionality and construction in material conformity with Exhibit A and received from OWNER:

a. certification by a registered engineer on behalf of OWNER that the Facilities have been constructed and are complete, functional and conforming to Exhibit A;

b. as-built drawings;

c. documentation that the maintenance declaration required by section 5 of this Agreement has been filed for recordation; and

d. an invoice and receipts documenting the Facilities costs, along with any completed reimbursement forms required by RPBCWD,

RPBCWD will reimburse OWNER 75 percent of OWNER’s eligible costs to design and construct the Facilities. Contributed labor will not be reimbursed, but may be applied toward total cost of completion of the Facility. Labor contributed toward the completion of the Facility by OWNER will be assigned a value of $10 per hour for unskilled labor and $20 per hour for skilled labor. Reimbursement under this Agreement will not exceed a total of $\$\ldots\$\ldots$.

RPBCWD will make payment within 30 days of receipt of the invoice and required accompanying documentation described above, unless the RPBCWD finds that the Facilities do not meet standards described herein for reimbursement, in which case RPBCWD will provide an explanation to OWNER sufficient for OWNER to cure the deficiency.

RPBCWD has determined that partial performance of obligations under section 1 of this Agreement may confer no or limited benefit on RPBCWD. As a result:

a. RPBCWD may withhold 10 percent of any reimbursement under this section 3 until RPBCWD has confirmed substantial completion of the Facilities; and

b. if construction, including vegetation establishment where specified, of the Facilities is not substantially completed in material conformance with the approved plans and specifications within two (2) years of the date this Agreement is fully executed, subject to delays outside of OWNER’s control, RPBCWD will not be obligated to provide reimbursement to OWNER under this Agreement and may declare this Agreement rescinded and no longer of effect. Notwithstanding, the parties will...
consult before RPBCWD makes a decision to deny reimbursement or rescind the Agreement.

4. **Right of Access**

OWNER will permit RPBCWD representatives to enter the Property at reasonable times to inspect the work, ensure compliance with this Agreement and monitor or take samples for the purposes of assessing the construction or performance of the Facilities and compliance with the terms of this Agreement. If RPBCWD finds that an obligation under this Agreement is not being met, it will provide 30 days’ written notice and opportunity to cure, and thereafter may declare this Agreement void. OWNER will reimburse RPBCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

5. **Maintenance**

Exhibit B, a declaration of covenants for inspection and maintenance of the Facilities, is attached to and incorporated into this Agreement. The attached declaration provides that OWNER and its successors and assigns will inspect and maintain the Facilities in accordance with Exhibit B. Within 30 days of the certification of completion of the Facilities by the OWNER’s engineer, OWNER will execute and file Exhibit B, or an instrument materially conforming thereto, with the county recorder or registrar, as appropriate. RPBCWD and its representatives may enter the Property at reasonable times to inspect the condition of the Facilities and confirm proper maintenance.

6. **Acknowledgment and Publicity**

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Facilities will properly acknowledge the funding provided by RPBCWD and will acknowledge the contribution of Clean Water Legacy funding in accordance with 2009 Minnesota Laws, chapter 172, Article 5, Section 10. The OWNER will cooperate with RPBCWD to seek publicity and media coverage of the Facilities, and to allow members of the public periodically to enter the Property to view the Facilities in the company of an RPBCWD representative. OWNER will permit RPBCWD, at its cost and discretion, to place reasonable signage on OWNER’s property informing the general public about the Facilities and RPBCWD’s cost-share program.

7. **Independent Relationship; Indemnification**

RPBCWD’s role under this Agreement is solely to provide funds to support the Facilities, in recognition of the maintenance, demonstration and dissemination of knowledge about innovative approaches to stormwater management. RPBCWD’s review of design, plans and specifications notwithstanding, RPBCWD has no authority to select, nor has it had any role in selecting, the design, means, method or manner of performing any work or the person or firm who will perform the work necessary to construct the Facilities. OWNER acts independently and selects the means, method and manner of constructing the Facilities. Review of any plans, specifications, design or installation by RPBCWD or its representative is solely for the purpose
of establishing accountability for RPBCWD funds expended. Neither OWNER nor OWNER’s contractor acts as the agent or representative of RPBCWD in any manner.

OWNER will hold RPBCWD, its officers, board members, employees and agents harmless, and will defend and indemnify RPBCWD, with respect to all actions, costs, damages and liabilities of any nature arising from: (a) OWNER’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by OWNER to RPBCWD. No action or inaction of RPBCWD or the OWNER under this Agreement creates a duty of care on the part of RPBCWD or the OWNER for the benefit of any third party.

8. Remedies; Immunities

Only contractual remedies are available for a party’s failure to fulfill the terms of this Agreement. Notwithstanding any other term of this Agreement, the District and the Partner waive no immunities in tort. No action or inaction of a party under this Agreement creates a duty of care for the benefit of any third party. This Agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

9. Effective Date; Termination; Survival of Obligations

This Agreement is effective when fully executed by all parties and expires 5 years thereafter. RPBCWD retains the right to void this Agreement if construction of the Facilities is not certified as substantially complete by _______________. RPBCWD may grant a request to extend the construction-completion period based on satisfactory explanation and documentation of the need for an extension. Upon issuance by RPBCWD of notice of RPBCWD’s determination to void this Agreement, OWNER will not receive any further reimbursement for work subject to this Agreement, unless RPBCWD extends the construction-completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 4, 5, 6, 7 and 8 will survive expiration.

10. Compliance With Laws

OWNER is responsible to secure all permits and comply with all other legal requirements applicable to the construction of the Facilities.

11. Notices

Any written communication required under this Agreement shall be addressed to the other party as follows:

To RPBCWD:

Administrator
Riley Purgatory Bluff Creek Watershed District
8080 Mitchell Road
Eden Prairie MN  55344
To OWNER:

_________________
_________________
_________________

12. Waiver

RPBCWD’s failure to insist on the performance of any obligation under this Agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this Agreement, RPBCWD waives no immunities in tort. This Agreement creates no rights in and waives no immunities with respect to any third party or a party to this Agreement.

13. Venue and Jurisdiction

The Agreement will be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder will be Hennepin County, Minnesota.

Intending to be bound, the parties hereto execute and deliver this Agreement.

OWNER

_________________
Name: __________________________
Title: __________________________

STATE OF MINNESOTA )
COUNTY OF ____________________

The foregoing instrument was acknowledged before me this _____ day of ______________, 20__, by ____________________________ as ____________________ of the _______________________________.

Notary Public __________________________

Riley Purgatory Bluff Creek Watershed District 5 Private Cost-Share Agreement
RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By _______________________________ Date ___________________
Name _______________________________
President

APPROVED AS TO FORM AND EXECUTION

_________________________________
Its Attorney
Exhibit A
[SITE PLAN, DESIGN, PLANS & SPECIFICATIONS/BUDGET]
Exhibit B
Maintenance Plan & Schedule
RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT
Cost-Share Funding Agreement

Riley Purgatory Bluff Creek Watershed District and
City of __________________________

The parties to this cost-share agreement are the Riley Purgatory Bluff Creek Watershed District, a public body with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D (RPBCWD), and the City of __________________________, a body corporate and politic and a [HOME RULE CHARTER/STATUTORY] city of the State of Minnesota (CITY). The purpose of this Agreement is to provide cost-share assistance for the construction and maintenance of a project demonstrating water resource conservation and providing education at [LOCATION] on property owned by the CITY (the Property).

RPBCWD has determined that it will contribute cost-share funding for construction of [a] water resources-conservation practice[s] in conjunction with a project CITY has undertaken to [OVERALL CITY PROJECT PURPOSES]. RPBCWD has determined the amount of funding that it will contribute to the construction and design of the practice[s] on the basis of the water-quality improvement, public education and demonstration benefits that will be realized.

RPBCWD commits to reimburse CITY in accordance with the terms and on satisfaction of the conditions of this Agreement.

1. Scope of Work

CITY will provide for construction of [FACILITIES SPECIFICS] (the Facilities) on the Property, or construct the Facilities itself, in accordance with the Site Plan, Design and Budget attached to and incorporated into this Agreement as Exhibit A. CITY may adjust the work during construction based on field conditions or other adaptive design considerations as in CITY’s judgment will better achieve the purposes of the Facilities.

CITY will submit to RPBCWD a report that includes a narrative describing the construction of the Facilities, as-built drawings of the Facilities, a description of and receipts documenting eligible costs incurred including in-kind contributions, a description of any changes made or expected to the Facilities and photographs documenting construction (Project Report). A final Project Report must be submitted to RPBCWD within 30 days of the certification by CITY’s engineer of completion of construction.

CITY will maintain a copy of the Site Plan and Design and other records concerning the Facilities for six years from the date CITY receives or completes the as-built drawings of the Facilities. RPBCWD may examine, audit or copy any such records on reasonable notice to CITY.

2. Contractor

CITY will select a contractor or contractors for the Facilities or construct the Facilities itself and ensure construction of the Facilities in accordance with Exhibit A. In contracting for
construction of the Facilities, CITY will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination. Further, CITY will ensure that any contract for construction of the Facilities complies with state prevailing wages requirements, Minnesota Statutes sections 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120.

3. Reimbursement

On receipt and approval of a Project Report and accompanying documentation (including receipts and as-built drawings) and certification by a registered engineer on behalf of CITY that construction has been completed and the Facilities are complete, functional and conforming to Exhibit A, and inspection by RPBCWD of construction, RPBCWD will reimburse CITY 50 percent of CITY’s eligible costs to design and construct the Facilities. Reimbursement under this Agreement will not exceed a total of $\text{___________}.

RPBCWD has determined that partial performance of obligations under section 1 of this Agreement may confer no or limited benefit on RPBCWD. As a result:

a. RPBCWD may withhold 10 percent of any reimbursement under this section 3 until RPBCWD has confirmed substantial completion of the Facilities; and

b. if construction, including vegetation establishment where specified, of the Facilities is not substantially completed in material conformance with the approved plans and specifications within two (2) years of the date this Agreement is fully executed, subject to delays outside of CITY’s control, RPBCWD will not be obligated to provide reimbursement to CITY under this Agreement and may declare this Agreement rescinded and no longer of effect. Notwithstanding, the parties will consult before RPBCWD makes a decision to deny reimbursement or rescind the Agreement.

4. Right of Access

CITY will permit RPBCWD representatives to enter the Property at reasonable times to inspect the work, ensure compliance with this Agreement and monitor or take samples for the purposes of assessing the construction or performance of the Facilities and compliance with the terms of this Agreement. If RPBCWD finds that an obligation under this Agreement is not being met, it will provide 30 days’ written notice and opportunity to cure, and thereafter may declare this Agreement void. CITY will reimburse RPBCWD for all costs incurred in the exercise of this authority, including reasonable engineering, legal and other contract costs.

5. Maintenance

CITY will maintain the Facilities for a minimum of [XX] years from the date construction is complete in accordance with the Maintenance Plan & Schedule attached as Exhibit B. If CITY fails to maintain the Facilities, RPBCWD will have a right to reimbursement of all amounts paid
to CITY, unless RPBCWD determines that the failure to maintain the Facilities was caused by reasons beyond CITY’s control.

If the CITY conveys into private Ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If the CITY conveys into public Ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the purchase and sale Agreement that the purchaser accept an assignment of all obligations vested under this Agreement.

6. Acknowledgment and Publicity

Any publicly distributed or displayed printed or electronic documents or other text display regarding the Facilities will properly acknowledge the funding provided by RPBCWD and will acknowledge the contribution of Clean Water Legacy funding in accordance with 2009 Minnesota Laws, chapter 172, Article 5, Section 10. The CITY will cooperate with RPBCWD to seek publicity and media coverage of the Facilities, and to allow members of the public periodically to enter the Property to view the Facilities in the company of an RPBCWD representative. CITY will permit RPBCWD, at its cost and discretion, to place reasonable signage on CITY’s property informing the general public about the Facilities and RPBCWD’s cost-share program.

7. Independent Relationship; Indemnification

RPBCWD’s role under this Agreement is solely to provide funds to support the performance of voluntary work by CITY that furthers the purposes of RPBCWD. This Agreement is not a joint powers agreement under Minnesota Statutes section 471.59. CITY acts independently and selects the means, method and manner of constructing the Facilities. No employee, representative, contractor or consultant of any party to this Agreement has acted or may act in any respect as the agent or representative of the other party. Any right to review or approve a design, work in progress or a constructed facility provided by the Agreement to RPBCWD is solely for RPBCWD’s purpose of accounting for RPBCWD funds expended. CITY is not the agent, representative, employee or contractor of RPBCWD. CITY will hold RPBCWD, its officers, board members, employees and agents harmless, and will defend and indemnify RPBCWD, with respect to all actions, costs, damages and liabilities of any nature arising from: (a) CITY’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty; or (b) a subcontractor’s negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by CITY to RPBCWD. No action or inaction of RPBCWD or the CITY under this Agreement creates a duty of care on the part of RPBCWD or the CITY for the benefit of any third party.

8. Remedies; Immunities
Only contractual remedies are available for a party’s failure to fulfill the terms of this Agreement. Notwithstanding any other term of this Agreement, the District and the Partner waive no immunities in tort. No action or inaction of a party under this Agreement creates a duty of care for the benefit of any third party. This Agreement creates no right in and waives no immunity, defense or liability limitation with respect to any third party.

9.  Effective Date; Termination; Survival of Obligations

This Agreement is effective when fully executed by all parties and expires 10 years thereafter. RPBCWD retains the right to void this Agreement if construction of the Facilities is not certified as substantially complete by . RPBCWD may grant a request to extend the construction-completion period based on satisfactory explanation and documentation of the need for an extension. Upon issuance by RPBCWD of notice of RPBCWD’s determination to void this Agreement, CITY will not receive any further reimbursement for work subject to this Agreement, unless RPBCWD extends the construction-completion period.

All obligations that have come into being before termination, specifically including obligations under paragraphs 4, 5, 6, 7 and 8 will survive expiration.

10.  Compliance With Laws

CITY is responsible to secure all permits and comply with all other legal requirements applicable to the construction of the Facilities.

11.  Notices

Any written communication required under this Agreement shall be addressed to the other party as follows:

To RPBCWD:

Administrator
Riley Purgatory Bluff Creek Watershed District
8080 Mitchell Road
Eden Prairie MN  55344

To CITY:


12.  Waiver

RPBCWD’s failure to insist on the performance of any obligation under this Agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this Agreement, RPBCWD waives no immunities in tort.
This Agreement creates no rights in and waives no immunities with respect to any third party or a party to this Agreement.

13. Venue and Jurisdiction

The Agreement will be construed under and governed by the laws of the State of Minnesota. The appropriate venue and jurisdiction for any legal action hereunder will be Hennepin County, Minnesota.

Intending to be bound, the parties hereto execute and deliver this Agreement.

CITY

By ______________________________  Date ___________________
Name________________________________________
Its __________________________________________

RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT

By ______________________________  Date ___________________
Name________________________________________
President

APPROVED AS TO FORM AND EXECUTION

________________________________________
Its Attorney
Exhibit B
Maintenance Plan & Schedule
EXHIBIT B
MAINTENANCE DECLARATION
DECLARATION

THIS DECLARATION (Declaration) is made this ______ day of __________, 20__, by __________________ , (Declarant) in favor of the Riley Purgatory Bluff Creek Watershed District, a special purpose local unit of government with purposes and powers pursuant to Minnesota Statutes Chapters 103B and 103D (RPBCWD).

RECITALS

WHEREAS, Declarant is the fee Declarant of real property within the City of __________, [Hennepin/Carver] County, Minnesota, platted and legally described as:

[legal description]

(the Property) and no one other than Declarant, [and name parties executing declaration of Consent and Subordination, if any], has any right, title or interest in the Property; and

WHEREAS, Declarant and the Riley Purgatory Bluff Creek Watershed District (RPBCWD) have executed a Cost-Share Agreement for the construction and maintenance of features shown in the Site Plan and Design, attached to and incorporated into this Declaration as Attachment A (the Facilities), for water resource protection demonstration and education purposes; and

WHEREAS, Declarant desires to subject the Property to certain conditions and restrictions imposed by the RPBCWD as a condition of participation in the RPBCWD Cost-Share Program, including maintenance [for XX years from the date of certification of completion of construction of the Facilities OR in perpetuity], and the RPBCWD’s for the mutual benefit of the RPBCWD and the Declarant.

WHEREAS Declarant assumes the obligations hereunder to induce RPBCWD to enter into the Cost-Share Agreement, and agrees that there is valuable consideration for its obligations, and that this instrument is legally binding;

NOW THEREFORE Declarant makes this Declaration and hereby declares that this Declaration shall constitute covenants to run with the Property, and further declares that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration [for XX years from [DATE OF CERTIFICATION OF COMPLETION OF CONSTRUCTION]/in perpetuity], all of which shall be binding on all persons owning or acquiring any right, title or interest in the Property and their heirs, successors, personal representatives and assigns.

Michael Welch 2/26/2013 7:24 PM
Comment [1]: Fill in number of years, if declaration is limited in duration.

Michael Welch 2/26/2013 7:25 PM
Comment [2]: Choose language as appropriate to designate limited term or “in perpetuity” for unlimited.

Michael Welch 2/27/2013 9:00 AM
Comment [3]: Should mirror determinations made above regarding time period for which practice needs to be maintained.
1. **Maintenance Obligation.** Owner will maintain the [IDENTIFY HERE THE FEATURE(S) SUPPORTED BY THE COST SHARE AND TO BE MAINTAINED IN ACCORDANCE WITH THE PLAN], as described in the Site Plan and Work Plan attached hereto and incorporated herein as Attachment A (the Facilities), in accordance with the Maintenance Plan & Schedule attached hereto and incorporated herein as Attachment B.

2. **Termination.** The property owner’s obligations hereunder will be terminated on [DATE 10 YEARS AFTER DATE OF CERTIFICATION OF COMPLETION OF CONSTRUCTION].

3. **Owner.** “Owner” as used in this Declaration and Attachment B means the Declarant(s) and the owner(s) of the property on which is located the Facilities to which the obligations herein apply.

4. **Recitals.** The recitals set forth above are expressly incorporated herein.

4. **Amendment.** No amendment or vacation of this Declaration will be valid without the signature of an authorized RPBCWD representative.

IN WITNESS WHEREOF, the undersigned executes this instrument the day and year first set forth.

**Declarant**

By: ___________________________ Date: ____________
[NAME AND REPRESENTATIVE CAPACITY, IF APPLICABLE]

By: ___________________________ Date: ____________
[NAME AND REPRESENTATIVE CAPACITY, IF APPLICABLE]

STATE OF MINNESOTA )
COUNTY OF __________ ) ss.

The foregoing instrument was acknowledged before me this _____ day of ____________, 20__, by ___________________________ [and ___________________________], as ___________________________, 20__, by ___________________________, as ___________________________.

______________________________
Notary Public
ACCEPTED:

Riley Purgatory Bluff Creek Watershed District

By: _______________
Name: _______________

Administrator

STATE OF MINNESOTA )
COUNTY OF __________ ) ss.

The foregoing instrument was acknowledged before me on this _____ day of
, 20__, by ________________ as ________________ of the Riley
Purgatory Bluff Creek Watershed District.

[Notary signature and stamp]

This Instrument Was Drafted By:
CONSENT AND SUBORDINATION

[Name of corporation], a Minnesota corporation, the holder of a [type of security] dated [date], 20__, filed for record with the County [Recorder/Registrar] of [Hennepin/Carver] County, Minnesota on [date], [record number] as Document No. [number], hereby consents to the recording of the attached Declaration and agrees that its rights in the property affected by the Declaration shall be subordinated thereto.

IN WITNESS WHEREOF, [Name of corporation], a Minnesota corporation, has caused this Consent and Subordination to be executed this ______ day of ________, 20__.

__________________________
[Name of corporation]
By: ___________________________
Its: ___________________________

STATE OF MINNESOTA

) ss.

COUNTY OF __________

The foregoing instrument was acknowledged before me on ____________, 20__, by [Name of person].

_________________________________
Notary Public

[Notary signature and stamp]
[INCLUDE/DELETE PROVISIONS AS APPROPRIATE FOR THE PROJECT]

1. **Buffer Areas.** Buffer areas described in the Site Plan and Design attached as Exhibit A to the Agreement must be maintained as follows:
   a. The buffer will be maintained in perpetuity free from mowing and other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, the placement of structures, or any other alteration that impedes the function of the buffer in protecting water quality, shading riparian edge areas, moderating flow into an adjacent wetland or waterbody or providing habitat.
   b. As feasible under applicable city, county or other code, upland plantings will be subject to annual controlled burning to eliminate invasive species by a qualified professional every three to five years; where burning is not feasible, upland plantings will be mowed to control invasive species. Invasive vegetation will be destroyed by spot treatment; herbaceous vegetation 24 inches tall or more will be mowed to a height of 16 inches.
   c. Upland plantings will be replaced and seeded areas will be reseeded as necessary each spring to maintain ecological health and function and in accordance with a written proposal or plan prepared by the Owner and approved by RPBCWD staff.

2. **Stormwater Management Facilities.** Stormwater management facilities described in the Site Plan and Design attached as Exhibit A to the Agreement must be maintained as follows:
   a. **Infiltration and filtration basins.** Owner will inspect annually; keep clean of excess sediment and debris; remove dead vegetation each spring; and remove and replace the top two to five inches of media every three to five years so as not to impede filtration of sediment and oils.
   b. **Vegetated swales.** Owner will maintain naturally vegetated swales free from mowing or other vegetative disturbance, fertilizer application, yard or other waste disposal, the placement of structures or any other alteration that impedes the function of the vegetated swale.
   c. **Pervious pavers and pervious concrete.** Owner will inspect at least once each year after a major storm and otherwise annually; vacuum surface openings in dry weather to remove dry, encrusted sediment as necessary; and replace broken units that impair the structural integrity of the surface. If water stands for an extended period of time, Owner will remove and replace the base materials.
   d. **Rain Gardens.** Owner must inspect and repair or replace the garden’s components, plants and mulch. Generally, this involves routine maintenance similar to any vegetated landscaped area. A maintenance checklist follows:
      i. Inspection of the site should occur after rain events when clogging will be obvious, in the spring prior to first rain events, and in the fall after leaf fall.
ii. Visually inspect and repair erosion monthly. Use small stones to stabilize erosion along drainage paths.

iii. Re-mulch any void areas by hand as needed.

iv. Once a month (more frequently in the summer), visually inspect vegetation for disease or pest problems.

v. If chemical treatment is desired, use the least toxic approach.

vi. Twice a year, first between March 15th and April 30th, then again between October 1st and November 30th, remove and replace all dead and diseased vegetation considered beyond treatment.

vii. During times of extended drought, look for physical features of stress (unrevived wilting, yellow, spotted or brown leaves, loss of leaves, etc.). Water in the early morning as needed.

viii. Weed regularly, as needed.

ix. Prune excess growth annually or more often, if desired. Trimmed materials may be recycled back in with replenished mulch. After rainstorms, inspect the cell and make sure that drainage paths are clear and that ponding water dissipates over 4-6 hours. (Water may pond for longer times during the winter and early spring.)

e. **Underground storage facilities.** Inspect underground storage facilities at least annually. Capacity will be considered inadequate if sediment has decreased the storage volume by 50 percent of the original design volume. Accumulated debris and sediment will be removed, and inlet and outlet structures will be cleared of any flow impediments.

f. **Grit chambers and other structures.** Grit chambers, sump catch basins and sump manholes shall be inspected each year in the spring, summer and fall; outlet structures, culverts, outfall structures or other stormwater facilities shall be inspected in the spring and fall each year; proprietary stormwater-management devices and structures shall be inspected as recommended by the manufacturer and/or installer, but at least annually. All sediment and debris will be removed during the inspections such that the stormwater facilities operate as designed and permitted; erosion impairing the function or integrity of the facilities, if any, will be corrected; and any structural damage impairing or threatening to impair the function of the facilities will be repaired. Conveyances and other structures shall be inspected annually to ensure preservation of designed hydraulic capacity.

g. [ADD OTHER FACILITY-SPECIFIC REQUIREMENTS AS MAY BE APPLIED BY DISTRICT]

3. **Shoreline and Streambank Stabilization.** Shoreline and streambank stabilization areas described in the Site Plan and Design attached as Exhibit A to the Agreement must be maintained as follows:

a. The shoreline or streambank will be inspected at least annually and any erosion or structural problems observed will be corrected within 30 days of inspection to establish and maintain a naturalized, ecologically healthy shoreline that is structurally stable and resistant to erosion.
b. Plants will be watered 1 to 2 inches per week for the first three to four weeks after planting and less frequently later in the season depending on the amount of rain received. If the plants are in pure sand and the weather is dry with high temperatures, the plants may need daily watering of ½ inch or more for the first month or so. When feasible, watering will be done early in the morning and avoided from 12 pm to 5 pm.

c. All planted and seeded areas will be maintained in perpetuity free from mowing or other vegetative disturbance except as specified herein, fertilizer application, yard or other waste disposal, and the placement of structures or any other alteration that impedes the function of the shoreline or streambank in protecting water quality, shading the riparian edge, moderating flow into any adjacent wetland or waterbody, or providing habitat.

d. Weeding of invasive species will occur on an ongoing basis. Weeds can be hand pulled or treated selectively with herbicides according to instructions on the herbicide label. Only aquatic formulations of an herbicide will be used within ten feet of the water.

e. As feasible under applicable city, county or other code, upland plantings will be subject to annual controlled burning to eliminate invasive species by a qualified professional; where burning is not feasible, upland plantings will be mowed to control invasive species. Invasive vegetation will be destroyed by spot treatment; herbaceous vegetation 24 inches tall or more will be mowed to a height of 16 inches.

f. Upland and shoreline plantings will be replaced and seeded areas will be reseeded as necessary each spring to maintain ecological health and function and in accordance with a written proposal or plan prepared by the Owner and approved by RPBCWD staff.

4. **Green Roof.** The green roof described in the Site Plan and Design attached as Exhibit A to the Agreement must be maintained in accordance with specifications provided by the installer and/or manufacturer to ensure continued function in accordance with design and construction specifications. Relevant specifications and documentation of continued function must be provided to the RPBCWD.

5. **Reporting.** Owner will submit to the RPBCWD annually for five years following completion of the project described in the Site Plan and Design attached as Exhibit A to the Agreement a brief written report that describes the maintenance activities performed under the Agreement to which this Exhibit is attached, including dates, locations of inspection, maintenance activities performed and photographs of the Project.