

**Minnehaha Creek Watershed District**

**REQUEST FOR BOARD ACTION**

**MEETING DATE:** January 29, 2015

**TITLE:** Authorization to Enter into a Joint Funding Agreement with the United States Geological Survey (USGS) for the Operations and Maintenance of a Stage Gage on Lake Minnetonka

**RESOLUTION NUMBER:** 15-007

**PREPARED BY:** Tiffany Schaufler

**E-MAIL:** tschaufler@minnehahacreek.org

**TELEPHONE:** 952-641-4513

**REVIEWED BY:**  Administrator  Counsel  Program Mgr. (Name): \_\_\_\_\_  
 Board Committee  Engineer  Other

**WORKSHOP ACTION:**

<input checked="" type="checkbox"/> Advance to Board mtg. Consent Agenda.	<input type="checkbox"/> Advance to Board meeting for discussion prior to action.
<input type="checkbox"/> Refer to a future workshop (date): _____	<input type="checkbox"/> Refer to taskforce or committee (date): _____
<input type="checkbox"/> Return to staff for additional work.	<input type="checkbox"/> No further action requested.
<input type="checkbox"/> Other (specify): _____	

**PURPOSE or ACTION REQUESTED:**

Authorization to enter into a joint funding agreement with the United States Geological Survey (USGS) to operate and maintain a lake level stage gage on Lake Minnetonka.

**PROJECT/PROGRAM LOCATION:**

Grays Bay on Lake Minnetonka

**PROJECT TIMELINE:**

Lake Minnetonka water level monitoring is intended to occur year round.

**PROJECT/PROGRAM COST:**

Fund name and number: Hydrodata Monitoring (2201)

Current budget: \$547,753

Expenditures to date: \$0

Requested amount of funding: \$2,700

**PAST BOARD ACTIONS:**

May 9, 2013: Resolution Number 13-061: Approval of Continuing Minnehaha Creek Watershed District (MCWD) and United States Geological Survey (USGS) Agreement for Joint Funding of Operations and Maintenance of a Year-Round Gauging Station near Minnehaha Falls 2013

**SUMMARY:**

The high water levels experienced throughout 2014 highlighted the high level of public exposure that the Lake Minnetonka water level and Grays Bay dam operations are subject to. Based on the 2014 high water experience, District staff thought creatively about how the District could improve its service delivery to local communities and citizens. Given the success of the MCWD/United States Geological Survey (USGS) partnership for the gauging station along Minnehaha Creek at Hiawatha Avenue, District staff and USGS staff collaborated on an idea to install a lake gage on Lake Minnetonka. The USGS offered to install, operate, maintain and contribute funding towards a gage if MCWD was able to contribute funding towards the operation and maintenance costs. The Joint Funding Agreement between the MCWD and USGS can be viewed in Attachment A.

The benefits of this agreement and partnership between MCWD and USGS extend beyond the data collection. The USGS is well-known for being a pioneer in the field of discharge and water level gauging techniques. The District stands to benefit by having year-round data which can be accessed by citizens in real time which should reduce the number of inquiries District staff receives. The gathered data will be published on the USGS website and will be available to link to the MCWD website in the same way that the Minnehaha Creek-Hiawatha Avenue site is. USGS staff have indicated that the Minnehaha Creek-Hiawatha Avenue site is one of their most frequently visited webpages and they foresee the Lake Minnetonka site to follow in popularity. The continued success of partnerships with the USGS will aid in the District being able to tap into the extensive expertise of the USGS for future MCWD projects.

**ATTACHMENT:**

Attachment A: USGS/MCWD Joint Funding Agreement

**RESOLUTION**

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**RESOLUTION NUMBER:**    15-007

**TITLE:**            **Authorization to Enter into a Joint Funding Agreement with the United States Geological Survey (USGS) for the Operations and Maintenance of a Stage Gage on Lake Minnetonka**

WHEREAS, Lake Minnetonka experienced an all-time record high level of 931.11 feet on June 23, 2014; and

WHEREAS, based on the 2014 high water experience, MCWD staff investigated a creative way to improve how the District shares Lake Minnetonka water level information; and

WHEREAS, the MCWD and USGS have successfully partnered in the past to operate and maintain a gaging station along Minnehaha Creek at Hiawatha Avenue since 2005; and

WHEREAS, the USGS is the leader in the field with regards to water level measurement; and

WHEREAS, utilizing the capabilities of the USGS can be a cost-effective way for the District to gather and share real-time Lake Minnetonka water level information; and

WHEREAS, local communities and citizens serve to benefit from a year round Lake Minnetonka stage gage; and

WHEREAS, at the MWCD Board Workshop dated January 15, 2015 it was moved by Manager Miller, seconded by Manager Olson and passed 6-0 that this resolution be forward to the next Board Meeting for final action.

NOW, THEREFORE, BE IT RESOLVED that the Minnehaha Creek Watershed District Board of Managers authorize the District Administrator to enter into a Joint Funding Agreement with the USGS to operate and maintain a stage gage on Lake Minnetonka from January 1, 2015 to September 30, 2015 in which the total cost will not exceed \$2,700.

Resolution Number 15-007 was moved by Manager \_\_\_\_\_, seconded by Manager \_\_\_\_\_.  
Motion to adopt the resolution \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions. Date: \_\_\_\_\_.

\_\_\_\_\_  
Secretary

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

## Attachment A

Form 9-1366  
(Oct. 2005)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

Customer #: 6000001447  
 Agreement #: 15EMMNNQ00010...  
 Project #: GC15NQ0000100/XA  
 TIN #: 41-1311180  
 Fixed Cost Agreement YES

FOR

WATER RESOURCES INVESTIGATIONS

**THIS AGREEMENT is entered into as of the, 1st day of January, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Minnehaha Creek Watershed District, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of a stage gage at Lake Minnetonka above Grays Bay Outlet in Minnetonk, MN, (USGS site 05289000) herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
  - (a) by the party of the first part during the period
 

Amount	Date	to	Date
\$675.00	January 1, 2015		September 30, 2015
  - (b) by the party of the second part during the period
 

Amount	Date	to	Date
\$2,700.00	January 1, 2015		September 30, 2015
  - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

12/17/2014

9-1366 (Continuation)

Customer #:

6000001447

Agreement #:

15EMMNNQ0001000

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey  
United States  
Department of the Interior**

**MINNEHAHA CREEK WATERSHED DISTRICT**

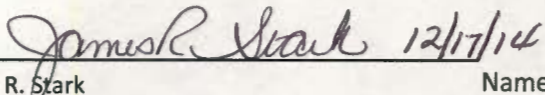
**USGS Point of Contact**

**Customer Point of Contact**

Name: James Fallon  
 Address: 2280 Woodale Drive, Mounds View, MN 55112  
 Telephone: 763/783-3255  
 Email: jfallon@usgs.gov

Name: Yvette Christianson  
 Address: 18202 Minnetonka Blvd., Deephaven, MN 55391  
 Telephone: 952/641-4514  
 Email: ychristianson@minnehahacreek.org

**Signatures and Date**

Signature:	Date:	Signature:	Date:
	12/17/14		
Name: James R. Stark		Name:	
Title: Center Director		Title:	

Signature:	Date:	Signature:	Date:
Name: n/a		Name:	
Title: n/a		Title:	

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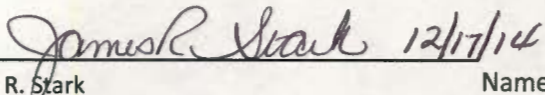
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