



Bassett Creek Watershed Management Commission

Regular Meeting

8:30 a.m. – 11:00 a.m.

Thursday, April 17, 2014

Council Conference Room, Golden Valley City Hall
7800 Golden Valley Rd., Golden Valley MN

AGENDA

1. **CALL TO ORDER and ROLL CALL**
2. **CITIZEN FORUM ON NON-AGENDA ITEMS** - *Citizens may address the Commission about any item not contained on the regular agenda. A maximum of 15 minutes is allowed for the Forum. If the full 15 minutes are not needed for the Forum, the Commission will continue with the agenda. The Commission will take no official action on items discussed at the Forum, with the exception of referral to staff or a Commissions Committee for a recommendation to be brought back to the Commission for discussion/action.*
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
 - A. Approval of Minutes – March 20, 2014 Commission Meeting
 - B. Approval of Financial Report
 - C. Approval of Payment of Invoices
 - i. Keystone Waters, LLC –March 2014 Administrator Services
 - ii. Barr Engineering – March Engineering Services
 - iii. Amy Herbert – March 2014 Secretarial Services
 - iv. Kennedy Graven – February 2014 Legal Services
 - v. West Metro Water Alliance Invoice
 - vi. Wenck – March 2014 WOMP Monitoring
 - vii. ACE Catering – April 2014 Meeting Refreshments
 - D. Approval of Agreement with Met Council for 2014 Citizen Assisted Monitoring Program (CAMP)
 - E. Approval of Hennepin County Request to Extend Major Plan Amendment Comment Period
 - F. Approval Not to Waive Monetary Limits on Municipal Tort Liability
 - G. Approval of Agreement with University of Minnesota for NEMO Program
 - H. Set Public Hearing for Major Plan Amendment for June 19, 2014; 8:30 a.m.
5. **NEW BUSINESS**
 - A. Presentation of 2013 Monitoring Results – Northwood Lake, North and South Rice Ponds
 - B. Discuss Development of Feasibility Studies for 2016 CIP Projects in Minneapolis, Golden Valley and New Hope
 - C. Set May 1st Technical Advisory Committee (TAC) Meeting and Agenda
 - D. Discuss Possible 2014 Watershed Tour
6. **OLD BUSINESS**
 - A. Update on Medicine Lake Water Level Issue
 - i. Update on Conversations between Commissioners and Cities
 - B. Status of Joint Powers Agreement Amendment
 - C. NEMO Workshop Update
 - D. Update on Next Generation Plan Development
 - i. Review of Plan Development Workshop
 - ii. 3/10/14 Plan Steering Committee Meeting Notes
 - E. Review Draft Biennial Budget Request for Submittal to BWSR
7. **COMMUNICATIONS**

- A. Administrator's Report
- B. Chair
- C. Commissioners
- D. Committees:
 - i. Budget Committee
 - ii. Administrative Services Committee
- E. Legal Counsel
- F. Engineer

8. INFORMATION ONLY (Information online only)

- A. Updated Commission Roster
- B. Grant Tracking Summary and Spreadsheet
- C. WMWA March Meeting Minutes
- D. Report by Met Council: 2012 Study of the Water Quality of 168 Metro Area Lakes
http://es.metc.state.mn.us/eims/related_documents/view_documents.asp
- E. Rescheduled MIDS Workshop at Barr Engineering (April 29th – register by April 22nd)
<https://www.barr.com/WhatsNew/MIDSWorkshop.asp>
- F. Mississippi River Forum April 18th : “River Protection Standards for the Mississippi River in the Twin Cities” <http://www.nps.gov/miss/naturescience/riverforum.htm>
- G. CIP Information now on BCWMC website: <http://www.bassettcreekwmo.org/CIP-Information/CIP-Process-home.htm>
- H. Sun Sailor Article on Upgrades to Boat Launch at French Regional Park

9. ADJOURNMENT

Upcoming Meetings

- Budget and Administrative Services Committees, Thursday April 10, 4:30 – 6:30 p.m., Golden Valley City Hall
- Plan Development Workshop, Monday April 14, 4:00 – 6:00 p.m., Hennepin County Library, Golden Valley
- Next Gen Plan Steering Committee, Monday April 21, 4:30 – 6:30 p.m., Golden Valley City Hall
- Technical Advisory Committee Meeting, Thursday May 1, 1:30 – 3:30 p.m., Golden Valley City Hall
- NEMO Workshop Thursday May 8 (Edina) **or** Wednesday May 14 (Excelsior), 5:00 – 9:00 p.m.
- Regular Commission Meeting, Thursday May 15, 8:30 a.m., Golden Valley City Hall

Future Commission Agenda Items list

- Possible 2015 Commission budget items: converting paper to electronic files, complete website redesign
- Develop fiscal policies
- Develop a post-project assessment to evaluate whether it met the project's goals
- Medicine Lake rip-rap issue over sewer pipe
- Presentation on joint City of Minnetonka/ UMN community project on storm water mgmt
- State of the River Presentation
- Presentation on chlorides

Future TAC Agenda Items List

- Develop guidelines for annualized cost per pound pollutant removal for future CIP projects
- Stream identification signs at road crossings
- Blue Star Award for cities
- Look into implementing “phosphorus-budgeting” in the watershed – allow “x” pounds of TP/acre.



Bassett Creek Watershed Management Commission

AGENDA MEMO

Date: April 10, 2014

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: Background information on 4/17/14 BCWMC Meeting

1. CALL TO ORDER and ROLL CALL
2. CITIZEN FORUM ON NON-AGENDA ITEMS
3. APPROVAL OF AGENDA – ACTION ITEM
4. CONSENT AGENDA
 - A. Approval of Minutes from 3/20/13 Commission Meeting - ACTION ITEM with attachment
 - B. Approval of April Financial Report - ACTION ITEM with attachment
 - C. Approval of Payment of Invoices - ACTION ITEM with attachments
 - i. Keystone Waters, LLC – March 2014 Administrator Services
 - ii. Barr Engineering – March 2014 Engineering Services
 - iii. Amy Herbert – March 2014 Secretarial Services
 - iv. Kennedy Graven – February 2014 Legal Services
 - v. West Metro Water Alliance
 - vi. Wenck – March 2014 WOMP Monitoring
 - vii. ACE Catering – April 2014 Meeting Refreshments
 - D. Approval of Agreement with Met Council for 2014 Citizen Assisted Monitoring Program (CAMP) ACTION ITEM with attachment *Each year the Commission supports volunteers who collect water quality samples on lakes through the CAMP. Program coordination, training, and sample collection is provided by the Met Council. The Commission must pay for some equipment and the costs of lab analysis of the samples (\$550/lake). So far this year six lakes are being monitored through CAMP in the BCWMC including Medicine, Northwood, Sweeney, Twin, Westwood, and Lost. Staff recommends approving the agreement with Met Council.*
 - E. Approval of Hennepin County Request to Extend Major Plan Amendment Comment Period ACTION ITEM with attachment *In order to accommodate their review process, the County requests an extension of the comment period on the Major Plan Amendment to June 24, 2014. This extension will fit into the Commission's Plan Amendment schedule and staff recommends approval.*
 - F. Approval Not to Waive Monetary Limits on Municipal Tort Liability ACTION ITEM with attachment *This is a routine, annual task. Commission Counsel LeFevere recommends the Commission take action to not waive monetary limits on municipal tort liability.*
 - G. Approval of Agreement with University of Minnesota for NEMO Program ACTION ITEM with attachment *Commission Counsel LeFevere recommends approval of the agreement with the University of Minnesota to financially assist with the West Metro NEMO Workshops this year.*
 - H. Set Public Hearing for Major Plan Amendment for June 19, 2014; 8:30 a.m. ACTION ITEM no attachment *The Commission needs to hold a public hearing on its proposed Major Plan Amendment no sooner than 14 days after the end of the 60-day comment period and at least 10 days after response to comments are received by review agencies.*

5. NEW BUSINESS

- A. Presentation of 2013 Monitoring Results – Northwood Lake, North and South Rice Ponds – **INFORMATIONAL ITEM with attachments** – *Engineer Chandler will present the results of 2013 Commission monitoring on these lakes. Find the complete report in the meeting packet online.*
- B. Discuss Development of Feasibility Studies for 2016 CIP Projects in Minneapolis, Golden Valley and New Hope – **DISCUSSION ITEM no attachment** *In order to adhere to the CIP process timeline (online [here](#)), in May the Commission should enter into agreements with cities that wish to use a firm other than the Commission Engineer to develop feasibility studies for the 2016 projects. There are three projects on the CIP schedule for 2016; one each in Minneapolis, Golden Valley, and New Hope. Staff from these cities will discuss their plans for feasibility study development at this meeting.*
- C. Set May 1st Technical Advisory Committee Meeting and Agenda – **DISCUSSION ITEM no attachment** *The TAC seeks approval from the Commission to meet on May 1st to discuss the following items: identifying responsible parties and funding sources for long term maintenance and replacement of the Flood Control Project components (as directed by Commission on 3/20/14); possible wetland, lake and stream buffer policies for the Watershed Plan (as requested by the Plan Steering Committee); discussion on changing the CIP process to include more reporting/communication with the Commission on project implementation (as directed by Commission on 3/20/14), and request from the City of Minneapolis for a more detailed inspection by the Commission of the double box culvert (via email received 4/1/14).*
- D. Discuss Possible 2014 Watershed Tour – **DISCUSSION ITEM no attachment** *Last year's watershed tour planned for June 24th was cancelled due to the destructive storm that occurred the day before. Tour stops planned for last year include Wirth Lake Outlet Structure, Bassett Creek Tunnel Entrance, WOMP monitoring station, Crystal Lake treatment plant, and stream restoration site in Golden Valley. The last watershed tour was held in 2011. The Commission should consider holding a tour in 2014.*

6. OLD BUSINESS

- A. Update on Medicine Lake Water Level Issue – **DISCUSSION ITEM no attachments** *Commissioners should update the group on any discussions they have had with their city councils and/or staff regarding this issue (as requested in an email from me on 3/27/14). Additionally, there will be an update on the meeting between Plymouth Councilmembers and Medicine Lake Councilmembers.*
- B. Status of Joint Powers Agreement Amendment – **INFORMATION ITEM no attachment** *The Commission has received a signed JPA amendment from the City of Robbinsdale. I will update Commissioners on any other JPA amendments received at the time of the meeting.*
- C. NEMO Workshop Update – **DISCUSSION ITEM no attachment** *Commissioners and Alternates should have received in the mail an invitation to register for a workshop in May. Other local officials such as councilmembers, planning commissioners and others are also encouraged to register. Watch for additional workshop invitations including a boat tour/workshop on Lake Minnetonka on July 23, and a bus tour/workshop on September 25.*
- D. Update on Next Generation Plan Development
 - i. Review of Plan Development Workshop – **DISCUSSION ITEM no attachment** *The Commission could discuss and review the results of the Workshop held on April 14th.*
 - ii. 3/10/14 Plan Steering Committee Meeting Notes – **INFORMATIONAL ITEM with attachment** *The Plan Steering Committee continues to work on policy development. The next meeting is scheduled for Monday April 21st, 4:30 p.m. at Golden Valley City Hall.*

- E. Review Draft FY 2016-17 Biennial Budget Request (BBR) for Submittal to BWSR – INFORMATIONAL ITEM with attachment *At the 3/20/14 meeting, the Commission directed staff to develop the FY2016-17 BBR for submittal to BWSR. The Commission Engineer developed the attached BBR which includes Commission CIP projects scheduled for implementation in 2016 and 2017. The Minnesota Board of Water and Soil Resources' (BWSR) BBR requests information on targeted local actions already identified in existing water resource management plans that local governments and citizens will implement to protect and restore priority waters. BWSR will use the BBR to generate an agency biennial budget request, respond to legislative information requests and to develop FY2016-17 grants processes. In addition, BWSR will provide the BBR data to other state agencies so they can have the opportunity to address local government priorities in their budget development. The last day to submit the BBR is 5/2/14.*

7. COMMUNICATIONS – INFORMATIONAL ITEMS with attachment

- A. Administrator's Report – *Report is attached*
- B. Chair
- C. Commissioners
- D. Committees
 - i. Budget Committee – *Verbal report to be given at meeting*
 - ii. Administrative Services Committee – *Verbal report to be given at meeting*
- E. Legal Counsel
- F. Engineer

8. INFORMATION ONLY – INFORMATION ITEMS with documents online

- A. Updated Commission Roster
- B. Grant Tracking Summary and Spreadsheet
- C. WMWA March Meeting Minutes
- D. Report by Met Council: 2012 Study of the Water Quality of 168 Metro Area Lakes
http://es.metc.state.mn.us/eims/related_documents/view_documents.asp
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- F. Mississippi River Forum April 18th : “River Protection Standards for the Mississippi River in the Twin Cities” <http://www.nps.gov/miss/naturescience/riverforum.htm>
- G. CIP Information now on BCWMC website: <http://www.bassettcreekwmo.org/CIP-Information/CIP-Process-home.htm>
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- Regular Commission Meeting, Thursday May 15, 8:30 a.m., Golden Valley City Hall



Bassett Creek Watershed Management Commission

Minutes of Regular Meeting March 20, 2014 Golden Valley City Hall, 8:30 a.m.

Commissioners and Staff Present:

Crystal	<i>Not represented</i>	Robbinsdale	Commissioner Wayne Sicora
Golden Valley	Commissioner Stacy Hoschka, Treasurer	St. Louis Park	Commissioner Jim de Lambert, Chair
Medicine Lake	Commissioner Clint Carlson	Administrator	Laura Jester, Keystone Waters LLC
Minneapolis	Commissioner Michael Welch	Attorney	Charlie LeFevere, Kennedy & Graven
Minnetonka	Alternate Commissioner Patty Acomb	Engineer	Karen Chandler, Barr Engineering Co.
New Hope	Alternate Commissioner Pat Crough	Recorder	Amy Herbert
Plymouth	Commissioner Ginny Black		

Technical Advisory Committee (TAC) Members/ Other Attendees Present:

Derek Ashe, TAC, City of Plymouth	Jane McDonald Black, Alternate Commissioner, City of Golden Valley
Steve Christopher, Minnesota Board of Water and Soil Resources (BWSR)	Jeff Oliver, TAC, City of Golden Valley
Phillip Elkin, TAC, City of St. Louis Park	Jim Prom, Plymouth City Council
Joe Fox, TAC, City of Golden Valley	Liz Stout, TAC, City of Minnetonka
Christopher Gise, Golden Valley Resident	Peter Tiede, Murnane Law Firm
Tom Mathisen, TAC, City of Crystal	
Jane McDonald Black, Alternate Commissioner, Golden Valley	Lois Eberhart, TAC, City of Minneapolis
Erick Francis, WSB & Associates (Partial attendance)	David Tobelmann, Alternate Commissioner, City of Plymouth

1. CALL TO ORDER AND ROLL CALL

On Thursday, March 20, 2014, at 8:34 a.m. in the Council Chambers at Golden Valley City Hall, Chair de Lambert called to order the meeting of the Bassett Creek Watershed Management Commission (BCWMC) and asked for roll call to be taken. The City of Crystal was absent from the roll call. Administrator Jester made a few announcements about general administrative matters.

2. CITIZEN FORUM ON NON-AGENDA ITEMS

Peter Tiede introduced himself as an attorney representing Caroline Amplatz, a resident on Sweeney Lake. He raised the topic of aeration on Sweeney Lake and mentioned the periods in which the aeration on the lake was turned off as part of the Sweeney Lake TMDL study. Mr. Tiede stated that since the study, aeration has continued. He reported that on behalf of his client, he is developing a challenge to the Department of Natural Resource’s (DNR) permit for the aeration. He said that he will keep the Commission updated and may even ask for Commission support. Mr. Tiede mentioned that sometime later in the year there may be a hearing at the DNR regarding whether the aeration should be turned off for a couple of years to see if that improves the lake quality. Commissioner Black asked who holds the permit. Mr. Tiede responded that the Sweeney Lake Association does.

3. AGENDA

Chair de Lambert requested to move ahead in the agenda item 6A – Review 90% Plans for Main Stem Restoration Project Golden Valley Road to Irving Avenue (CIP 2012CR) – so that it becomes item 5Ai. Commissioner Welch moved to approve the agenda as amended. Commissioner Black seconded the motion. Upon a vote, the motion carried 8-0 [City of Crystal absent from vote].

4. CONSENT AGENDA

Commissioner Black moved to approve the Consent Agenda. Alternate Commissioner Crough seconded the motion. Upon a vote, the motion carried 8-0 [City of Crystal absent from vote].

[The following items were approved as part of the Consent Agenda: the February 20, 2014, BCWMC meeting minutes, the monthly financial report, and the payment of the invoices]The general and construction account balances reported in the Financial Report prepared for the March 20, 2014, meeting are as follows:

Checking Account Balance	\$812,304.07
TOTAL GENERAL FUND BALANCE	\$812,304.07
TOTAL CASH & INVESTMENTS ON-HAND (3/12/14)	\$2,628,517.52
CIP Projects Levied – Budget Remaining	(\$2,879,336.23)
Closed Projects Remaining Balance	(\$250,818.71)
2013 Anticipated Tax Levy Revenue	\$9,662.09

2014 Anticipated Tax Levy Revenue	\$895,000.00
Anticipated Closed Project Balance	\$653,843.38

5. NEW BUSINESS

A. Review 50% Plans for Briarwood/ Dawnview Water Quality Project in Golden Valley

Joe Fox described the project and indicated on maps where the project is located. He noted the planned removal of approximately 200 trees. Mr. Fox talked about the recent neighborhood meeting where there were four attendees, and he said that they were receptive to the project as proposed.

Erick Francis of WSB and Associates spoke about the continuing work to reach out to residents of the neighborhood. He noted that one property owner has indicated a desire for more space between his property and the pond. Mr. Francis explained that in order for WSB to avoid duplicating efforts, they are waiting until all resident feedback is gathered before defining the final limits of the pond, including surface area, depth, and ensuring that the iron-sand filter is proportionate to the pond in order to maximize the effectiveness.

Alternate Commissioner Tobelmann commented that the original information on the project estimated achieving a reduction of 94 pounds of phosphorous per year but the most recent information indicates that the reduction will be two-thirds of that estimate. He asked what it would take to get that greater level of phosphorous removal. Mr. Francis said that they are looking at maximizing the iron-sand filter. He said that they are finalizing the plans and ensuring there is adequate safety for children, addressing residents' concerns, etc. He provided information about water main depths and storm sewer depths in the area, which impact the size of the pond and the capacity that it will be able to handle. Mr. Francis explained that due to site constraints, the pond will not be as big as they would like it to be and that it will handle a 1-inch rain event as opposed to a 2.5-inch rain event.

Mr. Oliver added that to the south of the project location is wetland, so to expand the pond south would mean wetland mitigation.

Engineer Chandler said that in the latest plans Mr. Francis provided to the Commission Engineer, the estimated total phosphorous removal was 47 to 69 pounds. She wanted to know if when Mr. Francis spoke about maximizing the iron-sand filter he was indicating that doing so would achieve the 47 to 69 pounds of total phosphorous removal or would it achieve a greater removal. Mr. Francis said that ideally the project will achieve the 94 pounds of total phosphorous removal and that he believes that the project can achieve a higher removal than the recent estimate of 47 to 69 pounds.

There was a short discussion about the possibility of including pre-treatment as part of this project via incorporating a SAFL Baffle. Mr. Oliver said that the City and WSB are investigating the possibility.

Engineer Chandler recommended the Commission move forward and conditionally approve the 50% plans and authorize the City to proceed with final plans and contract documents. She said that the project design is in flux, which is why the Commission Engineer is requesting for updated P8 water quality models to be able to see what the project will achieve. She summarized the other conditions outlined by the Commission Engineer in its memo including that the project consider pretreatment, the outlet pipe orientation be changed, and other details. Commissioner Welch asked if she means that the Commission Engineer wants to see the

90% plans. Engineer Chandler said yes, and even the revised plans prior to the 90% plans if possible.

Commissioner Welch moved to approve the 50% plans with the Commission Engineer's recommendations, including the clarification that the Commission Engineer would like to see the 90% plans and if possible, revised plans prior to the 90% plans. Commissioner Black seconded the motion. Upon a vote, the motion carried 8-0 [City of Crystal absent from vote].

A1. Review 90% Plans for Main Stem Restoration Project Golden Valley Road to Irving Avenue (CIP 2012CR)

Lois Eberhart introduced herself and described the project as a great opportunity for bank stabilization along the creek. She explained that most of the project is on Minneapolis Park and Recreation land with some of the project located on private property in the City of Golden Valley. Ms. Eberhart said that the City of Minneapolis is acting as the pass-through for the funding and hired the Minneapolis Park and Recreation Board to do the design, construction, and construction oversight. She described the recent public meeting held on the project.

Ms. Eberhart reported that the project schedule is moving along and that one of the biggest hold ups is the State Historic Preservation Office approval regarding an existing wall on the project site. She explained that the project was allocated CIP project funds in the amount of \$860,000 with additional BCWMC Channel Maintenance Funds in the amount of \$25,000.

There was a discussion of the Fruen Mill site within the project site.

Erick Francis of WSB introduced the 90% plans and gave an overview of the project, which stretches from Golden Valley Road to Irving Avenue. He said that the project plan is fairly consistent with the project's feasibility study and uses a variety of stabilization practices. Mr. Francis described some of the stabilization practices that will be implemented, mentioned a draw-down of the lagoon for a minimum of three months to try to eliminate invasive species around the pond and promote native species. Mr. Francis reported that a few areas within the project have been added since the feasibility study. He said that the project is still in the permitting process with the State Historical Preservation Office and that all materials have been submitted to that office. Mr. Francis said that he does anticipate comments from the Office specifically on particular wall remnants within the project area. Mr. Francis provided more details on the project.

Commissioner Welch asked if the Fruen Mill site of the project will be done as a bid alternate because of the possibility that the easement won't be in place. Ms. Eberhart said it is a good idea. Mr. Francis said it is a good question and said that once the comments on the 90% plan set are received, the project sites will be prioritized. Commissioner Welch said that the Fruen Mill site is a high priority. Commissioner Sicora asked what the project will do in terms of sediment removal. Mr. Francis said there will be no sediment removal as part of the project. There was some discussion of invasive species that will be removed as part of the project.

Commissioner Welch moved approval of the plans with the Commission Engineer's recommendations. Commissioner Black seconded the motion. Upon a vote, the motion carried 8-0 [City of Crystal absent from vote].

B. Consider Changing CIP Process to Include Final Project Report to Commission

Engineer Chandler reminded the Commission that at its January meeting it asked the Commission Engineer to do a final project report on the Bassett Creek Main Stem project. She said the Commission's intent was to get information on what went well and what didn't go well in order to better inform the next project. Engineer

Chandler explained that the cities have been responsible for all of the construction work and the Commission Engineer did not have oversight. She recommended that for the Bassett Creek Main Stem project, the Commission request the final project report from the City instead of the Commission Engineer. She reported that going forward if the Commission would like to have more involvement during the construction process, the Commission could consider the options presented in the Engineer's Memo on this topic. Engineer Chandler described the options discussed in the memo regarding ways that the Commission Engineer could participate. She noted that the memo recommends that the cities prepare the post-construction reports including information on the elements described in the memo and also prepare and provide interim reports to the Commission during construction.

Commissioners offered comments. Commissioner Welch indicated he believes it's valuable to get another engineer's perspective on project outcomes and that the Commission Engineer is very knowledgeable about the Watershed Plan and CIP Program. Ms. Eberhart commented that she thinks the TAC should comment on this topic and on the ideas presented in the Engineer's Memo and to bring comments back to the Commission. Mr. Oliver noted that the City of Golden Valley does weekly project reporting and does not see this type of construction reporting being discussed as being a huge burden. He added that he doesn't feel it's necessary to include the Commission Engineer's participation in pre-construction conferences and during construction. Mr. Oliver expressed his concern about increasing costs that take away from funding available to actually construct the project.

Commissioner Black said she would like to know if there have been problems with past projects in which input from the Commission's Engineer would have been a benefit. She raised the opinion that it seems like a trust issue is being raised. Commissioner Welch responded that he does not want this to be treated as a trust issue but instead to be a responsibility issue because the Commission is levying money each year and has a responsibility to integrate that work into its Watershed Management Plan and to understand how the projects achieve the goals of the Plan. He said that the Commission must collaborate with the cities on these projects and in order for the Commission to be a good and effective partner, it cannot simply hand over the projects to the cities because that is not good government.

Alternate Commissioner Tobelmann said it would be helpful to know what information the Commissioners would want to receive regarding the construction projects and to devise a method to get that information presented in a one-page summary format.

Ms. Eberhart pointed out that the Commission is the cities and the cities are accountable. She said she thinks the reporting is a great idea and it is appropriate for city staff and TAC members to make these reports. Ms. Eberhart remarked that she does not think it is a good use of funds to take away from in-the-ground project money to have the Commission Engineer spend as much time as it would take for the Commission Engineer to have the same level of understanding about each construction project as do the cities. Mr. Mathisen stated that it would not be difficult to create a standard reporting format for the cities to fill in.

Engineer Chandler explained that because the Commission Engineer is not in charge of construction and is not assigned with doing day-to-day inspections, the Commission Engineer would have to duplicate the work of the contractor in order to have the level of information that it seems that the Commission is asking for. She said that the Commission Engineer could do that, but it would be expensive.

Commissioner Hoschka moved to authorize the TAC and Administrator Jester to work together and develop a draft standardized reporting format. Commissioner Black seconded the motion. There was discussion. Commissioner Black requested an amendment to the motion to include that the entire concept about the CIP

process is forwarded to the TAC for discussion and recommendations back to the Commission on how the Commission and cities can be more responsive and responsible to each other and the taxpayers. Commissioner Hoschka agreed to Commissioner Black's friendly amendment. Upon a vote, the motion carried 8-0 [City of Crystal absent from vote].

Ms. Eberhart requested that Administrator Jester guide the TAC as to what the Commission perceives as broken in the process, if anything, so that the TAC understands what to specifically address and that she also share with the TAC concerns about particular past projects, again if there are any, so that the TAC has the information it needs to make recommendations per the Commission's direction.

C. Discuss BWSR's Biennial Budget Request

Administrator Jester gave background on BWSR's Biennial Budget Request (BBR) program and asked if the Commission wants staff to complete and submit a BBR and if so, what projects the Commission wants to include in it. She also asked if the Commission wants to encourage member cities to complete and submit their own BBR. The Commission discussed the issue. Steve Christopher of BWSR provided some information and said that it is helpful for the list to be aggressive and inclusive. The Commission indicated consensus for staff to complete and submit the BBR and to encourage the member cities to do likewise.

D. TAC Recommendations

i. 2016 – 2020 CIP List

Joe Fox described the 2016-2020 list and announced a few updates to it. He said that the City of Golden Valley added to the list the Medley Park Pond Project for 2020 and at a ballpark cost of \$500,000. Commissioner Welch asked for more details on the project, which Mr. Fox provided. Commissioner Welch requested a different name for the project, and the Commission agreed to call the project Medley Park Stormwater Treatment Facility. Mr. Asche noted that this area drains to Medicine Lake so it would apply to the TMDL for Medicine Lake.

Commissioner Black moved to accept the TAC's recommendations with the change to the Medley Park project name. Commissioner Welch seconded the motion. Upon a vote, the motion carried 8-0 [City of Crystal absent from vote]. Commissioner Welch requested that a link to the CIP list and project descriptions be placed at a top level on the BCWMC's website.

ii. TAC Meeting Invitees

Commissioner Black moved to approve the list of TAC meeting invitees as recommended by the TAC. Commissioner Welch seconded the motion. Upon a vote, the motion carried 8-0 [City of Crystal absent from vote].

iii. XP-SWMM Phase 2 Implementation and Funding

Mr. Fox provided a summary of the TAC's discussion about the XP-SWMM model. He reported that the TAC concluded that interested member cities would work with the Phase 1 XP-SWMM model for the time being and recommends that the Commission include \$65,000 in its 2015 budget as a placeholder in the event they wish to move forward with the project.

There was discussion about how to budget for Phase 2, concerns over assessing for it if the Commission isn't certain it will move forward with it, whether the source of the funding would be the Commission's Long-Term Maintenance Fund, how the Commission would re-establish funds drawn from the Long-Term Maintenance Fund, the idea of moving forward with Phase 2 in 2014 and taking the funds out of the Long-Term Maintenance Fund in 2014, applying the information discerned from

the Phase 2 XP-SWMM model to the issues being discussed about Medicine Lake, which member cities would use the model, whether the Commission would undergo a Request for Proposals (RFP) process for the Phase 2 work, interest in undertaking an RFP process in order to receive bids on the work, concerns about undertaking an RFP process because of its cost and the amount of effort and time it would take, concerns about different firms doing the Phase 1 work compared to doing the Phase 2 work and the cost of duplication of efforts between the different firms needing to verify the assumptions, interest by the City of Plymouth to work with the Phase 1 XP-SWMM model, and Commissioner Hoschka offering to assist the City of Plymouth in using Phase 1.

Mr. Mathisen indicated it was a matter of not “if” but “when” the Commission would develop a more detailed model. Alternate Commissioner Tobelmann asked Mr. LeFevere if the Commission does not include in its 2015 budget funds for the Phase 2 project, would the Commission be capable of moving the fund from the Commission’s Long-Term Maintenance Fund for the project. Mr. LeFevere responded that nothing would legally prevent the Commission from doing that, but he said that it would make sense to put into the Commission’s 2015 budget a transfer of those funds and then if the Commission decides not to proceed with the project then it would not make that transfer.

Commissioner Black moved to direct the Budget Committee to discuss the concept of the \$65,000 placeholder and to develop a recommendation for the Commission and to approve the TAC’s recommendation that the member cities, through their representatives, and the Commission Engineer should be the only ones to have access to the XP-SWMM model. Commissioner Sicora seconded the motion. There was discussion about amending the motion but the Commission decided that the amendment being discussed should be handled as a separate motion. Upon a vote, the motion on the table carried 8-0 [City of Crystal absent from vote].

Commissioner Carlson moved for the Commission to put out a Request For Proposals (RFP) to get proposals from multiple firms for the project. Alternate Commissioner Crough seconded the motion. Mr. LeFevere raised his concern about going forward with an RFP for work that the Commission hasn’t yet decided to do. Mr. Oliver explained that putting out an RFP for work that is this technical is time consuming and expensive both for the Commission and the respondents. He recommended that the Commission hold off on this discussion and have it at the appropriate time. There was a lengthy discussion, and Commissioner Carlson withdrew his motion and Alternate Commissioner Crough consented to the withdrawing of the motion.

[City of Minnetonka’s Alternate Commissioner Acomb departs the meeting.]

6. OLD BUSINESS

- B. Update on Commission Engineer Review of Feasibility Study for 2015 Main Stem Restoration Project**
 Engineer Chandler announced that the Commission Engineer is in the process of reviewing the draft feasibility study, hopes to have preliminary comments to the City next week, and the Commission Engineer’s report will come to the Commission when the final feasibility report comes to the Commission at its June meeting. The Commission indicated consent of that process.
- C. Results of Study of Long-Term Maintenance and Replacement Needs for Flood Control Project**
 Engineer Chandler reminded the group that the Commission requested this study due to the importance of this issue and its impact on the Next Generation Watershed Management Plan. She noted there are significant costs associated with repair and replacement of the flood control project components and its unclear which

entity is responsible for certain tasks. Mr. LeFevere asked if there is any more information needed by the Commission other than that provided in the memos. He said if more information is not needed, then the Commission should decide what it would like to do regarding this issue. He said that the Commission could provide the information to the TAC or the Plan Steering Committee for review and discussion. Commissioner Black moved to add this item to the TAC's next meeting agenda and to also direct the Plan Steering Committee to discuss it. Commissioner Sicora seconded the motion. Upon a vote, the motion carried 7-0 [Cities of Crystal and Minnetonka absent from vote].

D. Update on Next Generation Plan Development

Administrator Jester pointed out that the notes from the Plan Steering Committee's meeting on February 11th are in the meeting packet and that there will be a meeting this coming Monday. The Commission discussed scheduling a Plan Workshop and directed Administrator Jester to send out a Doodle poll about a few specific dates.

E. Update on Medicine Lake Water Level Issue

Administrator Jester reported that 36 people attended the March 4th Medicine Lake Stakeholder meeting, including 18 residents. She described the information in the meeting packet about the input received at the meeting and announced that the Commission's website now has a Medicine Lake page where all of the information is posted online. She said that no consensus was reached, and she offered some options on how the Commission could proceed.

There was a short discussion of the concerns for Medicine Lake identified at the stakeholder meeting. Commissioner Black brought up her concern that if the Joint Powers Agreement amendment isn't signed by all cities by the end of the year, then the Commission won't continue to operate and so the Commission needs to have a contingency plan. Administrator Jester agreed and said that the Commission could discuss this under the JPA agenda item. There was discussion about possible next steps by the Commission. The Commission agreed that the commissioners and alternate commissioners would go to their city councils to ask what the councils want the Commission to do and that upon request Administrator Jester could assist any commissioner or alternate commissioner with that process.

[City of Golden Valley's Commissioner Hoschka departs the meeting.]

Alternate Commissioner Tobelmann requested that this item be placed earlier in next month's agenda. The Commission directed Administrator Jester to communicate with AMLAC (Association of Medicine Lake Area Citizens). Mr. LeFevere asked for clarification on what the commissioners and alternate commissioners will be asking their cities. The Commission identified that it would like to know from the cities if they want the Commission to continue to move forward as a facilitator. Commissioner Sicora said he would be interested in hearing about the outcome of the meeting between the City of Plymouth and the City of Medicine Lake. Plymouth City Council Member Jim Prom said he would put together a summary memo of the meeting and would send it to Administrator Jester.

F. Update on Schaper Pond Project

Mr. Oliver provided background on the status of this project, explaining communications with the DNR and the Minnesota Pollution Control Agency (MPCA), and issues arising regarding project permits and a determination that the City of Golden Valley would not be able to take MS4 permit credit for this project. He described further problems with recent communications that the City of Golden Valley received from the MPCA and the involvement of other parties such as the Minnesota Cities Stormwater Coalition and the League of Minnesota Cities. Mr. Oliver said that the City is waiting for information and that there will need to

be some conversations with the Commission about next steps, whether this project should go forward and whether another project would need to be undertaken in order to achieve the phosphorous goals that were planned to be achieved by the Schaper Pond Project.

Administrator Jester said that more information will be coming to the Commission about this issue.

G. Update on Watershed Map Project

Administrator Jester provided a brief update and said that the project is moving forward.

H. Update on NEMO Workshops

Administrator Jester gave an update on her work and where the information about the workshops and dates has been distributed. She recommended that the Commissioners forward the information and workshop invitations on to their cities' planning and natural resources committees.

I. Consider Distributing Joint Powers Amendment for Official Signatures

There was discussion about the JPA amendment, and the consensus of the Commission was for Administrator Jester to send out, under the Chair's signature, the JPA amendment for official signature.

7. COMMUNICATIONS

A. Administrator:

- i. Administrator Jester said that her Administrator's Report is in the meeting packet.

B. Chair: No Chair Communications

C. Commissioners: No Commissioner Communications

D. Committees: No Committee Communications

E. Legal Counsel: No Legal Communications

F. Engineer: No Engineer Communications

8. INFORMATION ONLY (Available at

<http://www.bassettcreekwmo.org/Meetings/2014/2014-March/2014MarchMeetingPacket.htm>)

A. Grant Tracking Summary and Spreadsheet

B. Metro WaterShed Partners 2013 Annual Report <http://www.hamline.edu/education/cgee/wsp-membershipinfo/>

C. State of Water Conference <http://www.conservationminnesota.org/state-of-water-conference/>

D. WMWA February Meeting Minutes

E. Flood Safety Awareness Week, March 16 – 22, 2014

<http://www.nws.noaa.gov/com/weatherreadynation/flood.html#.UyDInfldVDA>

Bassett Creek Watershed Management Commission General Account

General Fund (Administration) Financial Report

(UNAUDITED)

Fiscal Year: February 1, 2014 through January 31, 2015

MEETING DATE: April 17, 2014

Item 4B.
BCWMC 4-17-14

BEGINNING BALANCE	12-Mar-14	812,304.07
ADD:		
General Fund Revenue:		
Interest less Bank Fees	(9.25)	
2014-15 Assessments:		
Minneapolis has not paid 2014 Assessment of \$32,953		
Metropolitan Council	2013 WOMP Funding	4,500.00
	2014 WOMP Funding	4,500.00
Permits:		
GGP Limited Partners Ridgedale Center		3,000.00
Reimbursed Construction Costs		8,112.50
	Total Revenue and Transfers In	20,103.25
DEDUCT:		
Checks:		
2623 Barr Engineering	Mar Engineering Services	47,254.44
2624 D'Amico Catering	Apr Meeting	131.80
2625 Amy Herbert LLC	Mar Secretarial	1,869.56
2626 Kennedy & Graven	Feb Legal	1,319.00
2627 Keystone Waters LLC	Mar Administrator	4,956.25
2628 Wenck Associates	Outlet Monitoring	901.44
2629 VOID		
2630 Shingle Creek Watershed Com	2014 WMWA	619.28
	Total Checks	57,051.77
Outstanding from previous month:		
2621 Metro Watershed Partners	Program Membership	3,500.00
ENDING BALANCE	9-Apr-14	775,355.55

	2014/2015 BUDGET	CURRENT MONTH	YTD 2014/2015	BALANCE
OTHER GENERAL FUND REVENUE				
ASSESSMENTS	490,345		457,391.00	32,954.00
PERMIT REVENUE	60,000	3,000.00	6,100.00	53,900.00
REVENUE TOTAL	550,345	3,000.00	463,491.00	86,854.00
EXPENDITURES				
ENGINEERING				
ADMINISTRATION	120,000	16,422.00	7,461.28	112,538.72
PLAT REVIEW	65,000	2,083.50	3,593.50	61,406.50
COMMISSION MEETINGS	16,000	2,194.50	1,147.00	14,853.00
SURVEYS & STUDIES	20,000	1,927.00	1,865.50	18,134.50
WATER QUALITY/MONITORING	45,000	8,385.00	5,089.00	39,911.00
WATER QUANTITY	11,000	504.12	653.12	10,346.88
WATERSHED INSPECTIONS	1,000	0.00	0.00	1,000.00
ANNUAL FLOOD CONTROL INSPECTIONS	20,000	0.00	0.00	20,000.00
REVIEW MUNICIPAL PLANS	2,000	0.00	0.00	2,000.00
ENGINEERING TOTAL	300,000	31,516.12	19,809.40	280,190.60
PLANNING				
WATERSHED-WIDE SP-SWMM MODEL	0	0.00	0.00	0.00
WATERSHED-WIDE P8 WATER QUALITY MODEL	0	0.00	0.00	0.00
NEXT GENERATION PLAN	40,000	5,903.20	3,245.10	36,754.90
PLANNING TOTAL	40,000	5,903.20	3,245.10	36,754.90
ADMINISTRATOR				
LEGAL COSTS	18,500	1,319.00	0.00	18,500.00
AUDIT, INSURANCE & BONDING	15,500	0.00	2,100.00	13,400.00
FINANCIAL MANAGEMENT	3,045	0.00	0.00	3,045.00
MEETING EXPENSES	3,000	131.80	295.44	2,704.56
ADMINISTRATIVE SERVICES	35,800	1,940.18	1,428.66	34,371.34
PUBLICATIONS/ANNUAL REPORT	2,000	0.00	0.00	2,000.00
WEBSITE	2,000	0.00	0.00	2,000.00
PUBLIC COMMUNICATIONS	3,000	0.00	0.00	3,000.00
WOMP	17,000	1,016.44	57.50	16,942.50
EDUCATION AND PUBLIC OUTREACH	15,000	619.28	975.98	14,024.02
WATERSHED EDUCATION PARTNERSHIPS	15,500	0.00	3,500.00	12,000.00
EROSION/SEDIMENT (CHANNEL MAINT)	25,000	0.00	0.00	25,000.00
LONG TERM MAINTENANCE (moved to CF)	25,000	0.00	0.00	25,000.00
TMDL STUDIES	20,000	1,537.00	580.00	19,420.00
GRAND TOTAL	600,345	48,939.27	36,152.08	564,192.92
		Current	YTD	
Construct Exp		8,112.50	12,757.00	
Total		57,051.77	48,909.08	

Cash Balance 03/12/14			
Cash		1,623,718.74	
Investments: RBC - Federal National Mortgage - 0.85% - Callable 5/23/14		1,004,798.78	
	Total Cash & Investments		2,628,517.52
Add:			
Interest Revenue (Bank Charges)		(32.35)	
	Total Revenue		(32.35)
Less:			
CIP Projects Levied - Current Expenses - TABLE A		(4,874.50)	
Proposed & Future CIP Projects to Be Levied - Current Expenses - TABLE B		(1,318.00)	
	Total Current Expenses		(6,192.50)
	Total Cash & Investments On Hand	04/09/14	<u>2,622,292.67</u>
Total Cash & Investments On Hand		2,622,292.67	
CIP Projects Levied - Budget Remaining - TABLE A		(2,874,461.73)	
Closed Projects Remaining Balance		(252,169.06)	
2013 Anticipated Tax Levy Revenue - TABLE C		9,662.09	
2014 Anticipated Tax Levy Revenue - TABLE C		895,000.00	
Anticipated Closed Project Balance		<u>652,493.03</u>	
Proposed & Future CIP Project Amount to be Levied - TABLE B		0.00	

TABLE A - CIP PROJECTS LEVIED					
	Approved Budget	Current Expenses	2014 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget
Plymouth Creek Channel Restoration (2010 CR)	965,200.00	0.00	0.00	933,688.61	31,511.39
Wisc Ave/Duluth Street-Crystal (2011 CR)	580,200.00	0.00	0.00	580,200.00	0.00
North Branch-Crystal (2011 CR-NB)	834,900.00	0.00	0.00	713,240.29	121,659.71
Wirth Lake Outlet Modification (WTH-4)(2012) 5/13 Increase Budget - \$22,500	202,500.00	0.00	31.00	201,513.94	986.06
Main Stem Irving Ave to GV Road (2012 CR)	856,000.00	1,863.50	2,403.00	139,164.55	716,835.45
Lakeview Park Pond (ML-8) (2013)	196,000.00	0.00	0.00	11,589.50	184,410.50
Four Seasons Mall Area Water Quality Proj (NL-2) 2014	990,000.00	0.00	0.00	101,635.49	888,364.51
Schaper Pond Enhance Feasibility/Project (SL-1)(SL-3)	612,000.00	909.50	5,753.50	69,038.50	542,961.50
Briarwood / Dawnview Nature Area (BC-7)	250,000.00	2,101.50	3,287.50	9,917.59	240,082.41
Twin Lake Alum Treatment Project (TW-2)	163,000.00	0.00	0.00	15,349.80	147,650.20
	5,649,800.00	4,874.50	11,475.00	2,775,338.27	2,874,461.73

TABLE B - PROPOSED & FUTURE CIP PROJECTS TO BE LEVIED					
	Approved Budget - To Be Levied	Current Expenses	2014 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget
2015					
Main Stem 10th to Duluth	0.00	1,318.00	1,752.00	3,110.75	(3,110.75)
2015 Project Totals	0.00	1,318.00	1,752.00	3,110.75	(3,110.75)
Total Proposed & Future CIP Projects to be Levied	0.00	1,318.00	1,752.00	3,110.75	(3,110.75)

TABLE C - TAX LEVY REVENUES

	County Levy	Abatements / Adjustments	Adjusted Levy	Current Received	Year to Date Received	Inception to Date Received	Balance to be Collected	BCWMO Levy
2014 Tax Levy	895,000.00		895,000.00	0.00	0.00	0.00	895,000.00	895,000.00
2013 Tax Levy	986,000.00		986,000.00	0.00	0.00	976,337.91	9,662.09	986,000.00
2012 Tax Levy	762,010.00		762,010.00	0.00	0.00	756,623.34	5,386.66	762,010.00
2011 Tax Levy	863,268.83	(2,871.91)	860,396.92	0.00	0.00	854,306.79	6,090.13	862,400.00
2010 Tax Levy	935,298.91	(4,927.05)	930,371.86	0.00	0.00	926,271.81	4,100.05	935,000.00
2009 Tax Levy	800,841.30	(8,054.68)	792,786.62	0.00	0.00	792,822.49	(35.87)	800,000.00
2008 Tax Levy	908,128.08	(4,357.22)	903,770.86	0.00	0.00	904,112.72	(341.86)	907,250.00
				<u>0.00</u>			<u>919,861.20</u>	

BCWMC Construction Account

Fiscal Year: February 1, 2014 through January 31, 2015

(UNAUDITED)

March 2014 Financial Report

OTHER PROJECTS:

	Approved Budget	Current Expenses / (Revenue)	2014 YTD Expenses / (Revenue)	INCEPTION To Date Expenses / (Revenue)	Remaining Budget
TMDL Studies					
TMDL Studies	135,000.00	0.00	0.00	107,765.15	27,234.85
Sweeney TMDL	119,000.00	0.00	0.00	212,222.86	
Less: MPCA Grant Revenue		0.00	0.00	(163,870.64)	70,647.78
TOTAL TMDL Studies	<u>254,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>156,117.37</u>	<u>97,882.63</u>
Annual Flood Control Projects:					
Flood Control Emergency Maintenance	500,000.00	0.00	0.00	0.00	500,000.00
Flood Control Long-Term Maintenance	598,373.00	1,920.00	7,642.50	26,125.83	572,247.17
Sweeney Lake Outlet (2012 FC-1)	250,000.00	0.00	0.00	179,742.18	70,257.82
Annual Water Quality					
Channel Maintenance Fund	275,000.00	0.00	0.00	59,718.10	215,281.90
Total Other Projects	<u>1,877,373.00</u>	<u>1,920.00</u>	<u>7,642.50</u>	<u>421,703.48</u>	<u>1,455,669.52</u>

Cash Balance 03/12/14	1,214,182.87
Add:	
Transfer from GF	0.00
MPCA Grant-Sweeney Lk	0.00
Less:	
Current (Expenses)/Revenue	(1,920.00)
Ending Cash Balance	04/09/14
	<u>1,212,262.87</u>
Additional Capital Needed	<u>(243,407)</u>

CIP Projects Levied											
Total	2010	2011	2011	2012	2012	2013	2013	2014	2014	2014	2014
CIP Projects Levied	Plymouth Creek Channel Restoration (2010 CR)	Wisc Ave (Duluth Str)-Crystal (GV)	North Branch - Crystal (2011 CR-NB)	Wirth Lake Outlet Modification (WTH-4)	Main Stem Irving Ave to GV Road (Cedar Lk Rd) (2012CR)	Lakeview Park Pond (ML-8)	Four Seasons Mall Area Water Quality Project (NL-2)	Schaper Pond Enhancement Feasibility / Project (SL-1) (SL-3)	Briarwood / Dawnview Water Quality Improve Proj (BC-7)	Twin Lake In-Lake Alum Treatment Project (TW-2)	
Original Budget	5,627,300	965,200	500,200	834,900	180,000	856,000	196,000	990,000	612,000	250,000	163,000
Added to Budget	22,500				22,500						
Expenditures:											
Feb 2004 - Jan 2005	637.50					637.50					
Feb 2005 - Jan 2006											
Feb 2006 - Jan 2007											
Feb 2007 - Jan 2008											
Feb 2008 - Jan 2009	20,954.25	20,954.25									
Feb 2009 - Jan 2010	9,319.95	9,319.95									
Feb 2010 - Jan 2011	102,445.83	30,887.00	34,803.97	31,522.86	2,910.00	1,720.00		602.00			
Feb 2011 - Jan 2012	987,730.99	825,014.32	9,109.50	10,445.00	22,319.34	71,647.97	1,476.00	8,086.37	39,632.49		
Feb 2012 - Jan 2013	336,527.46	47,378.09	9,157.98	183,352.80	4,912.54	20,424.16	2,964.05	61,940.82	4,572.97	152.80	1,671.25
Feb 2013 - Jan 2014	1,306,247.29	135.00	527,128.55	487,919.63	171,341.06	42,969.42	6,511.95	31,006.30	19,079.54	6,477.29	13,678.55
Feb 2014 - Jan 2015	11,475.00				31.00	2,403.00			5,753.50	3,287.50	
Total Expenditures:	2,775,338.27	933,688.61	580,200.00	713,240.29	201,513.94	139,164.55	11,589.50	101,635.49	69,038.50	9,917.59	15,349.80
Project Balance	2,874,461.73	31,511.39		121,659.71	986.06	716,835.45	184,410.50	888,364.51	542,961.50	240,082.41	147,650.20

CIP Projects Levied											
Total	2010	2011	2011	2012	2012	2013	2013	2014	2014	2014	2014
CIP Projects Levied	Plymouth Creek Channel Restoration (2010 CR)	Wisc Ave (Duluth Str)-Crystal (GV)	North Branch - Crystal (2011 CR-NB)	Wirth Lake Outlet Modification (WTH-4)	Main Stem Irving Ave to GV Road (Cedar Lk Rd) (2012CR)	Lakeview Park Pond (ML-8)	Four Seasons Mall Area Water Quality Project (NL-2)	Schaper Pond Enhancement Feasibility / Project (SL-1) (SL-3)	Briarwood / Dawnview Water Quality Improve Proj (BC-7)	Twin Lake In-Lake Alum Treatment Project (TW-2)	
Project Totals By Vendor											
Barr Engineering	377,611.91	47,863.10	48,811.20	36,727.71	30,565.19	90,772.48	6,338.95	28,670.54	68,363.50	8,879.24	10,620.00
Kennedy & Graven	14,308.10	2,120.10	1,052.50	832.45	2,225.15	1,862.25		2,471.95	675.00	1,038.35	829.80
City of Golden Valley	691,803.86		526,318.80		165,485.06						
City of Minneapolis	80,611.11					30,718.11		49,893.00			
City of Plymouth	861,143.86	861,143.86									
City of Crystal	665,295.13			665,295.13							
Blue Water Science	3,900.00										3,900.00
S E H											
Misc											
2.5% Admin Transfer	80,664.30	22,561.55	4,017.50	10,385.00	3,238.54	15,811.71	4,050.00	20,600.00			
Total Expenditures	2,775,338.27	933,688.61	580,200.00	713,240.29	201,513.94	139,164.55	11,589.50	101,635.49	69,038.50	9,917.59	15,349.80

CIP Projects Levied											
Total	2010	2011	2011	2012	2012	2013	2013	2014	2014	2014	2014
CIP Projects Levied	Plymouth Creek Channel Restoration (2010 CR)	Wisc Ave (Duluth Str)-Crystal (GV)	North Branch - Crystal (2011 CR-NB)	Wirth Lake Outlet Modification (WTH-4)	Main Stem Irving Ave to GV Road (Cedar Lk Rd) (2012CR)	Lakeview Park Pond (ML-8)	Four Seasons Mall Area Water Quality Project (NL-2)	Schaper Pond Enhancement Feasibility / Project (SL-1) (SL-3)	Briarwood / Dawnview Water Quality Improve Proj (BC-7)	Twin Lake In-Lake Alum Treatment Project (TW-2)	
Levy/Grant Details											
2009/2010 Levy	902,462										
2010/2011 Levy	576,100		160,700	415,400							
2011/2012 Levy	762,010				83,111	678,899					
2012/2013 Levy	986,000						162,000	824,000			
2013/2014 Levy	1,300,728	62,738	419,500	419,500	21,889	177,101	34,000	166,000			
Construction Fund Balance	504,750	212,250			75,000	217,500					
BWSR Grant- BCWMO											
Total Levy/Grants	5,032,050	1,177,450	580,200	834,900	180,000	1,073,500	196,000	990,000			

BWSR Grants Received
 BWSR Final 4/8/13
 Bdgt 1,100,000.00 Exp 744,633.58 Balance 355,366.42
 67,500 108,750

West Medicine Project closed 6/30/12
 Twin Lake Project closed 4/11/13
 Main Stem Crystal to Regent(2010 CR) Project closed 11/20/13
 636,100.00 296,973.53 339,126.47 ***\$673.50 of expenses are from 2013.

Project Details

Proposed & Future CIP Projects (to be Levied)

	Total Proposed & Future CIP Projects (to be Levied)	2015 Main Stem - 10th Ave to Duluth
Original Budget		
Added to Budget		
Expenditures:		
Feb 2004 - Jan 2005		
Feb 2005 - Jan 2006		
Feb 2006 - Jan 2007		
Feb 2007 - Jan 2008		
Feb 2008 - Jan 2009		
Feb 2009 - Jan 2010		
Feb 2010 - Jan 2011		
Feb 2011 - Jan 2012		
Feb 2012 - Jan 2013		
Feb 2013 - Jan 2014	1,358.75	1,358.75
Feb 2014 - Jan 2015	1,752.00	1,752.00
Total Expenditures:	3,110.75	3,110.75
Project Balance	(3,110.75)	(3,110.75)

Project Totals By Vendor

	Total Proposed & Future CIP Projects (to be Levied)	2015 Main Stem - 10th Ave to Duluth
Barr Engineering	2,862.00	2,862.00
Kennedy & Graven	248.75	248.75
City of Golden Valley		
City of Minneapolis		
City of Plymouth		
City of Crystal		
Blue Water Science		
S E H		
Misc		
2.5% Admin Transfer		
Total Expenditures	3,110.75	3,110.75

Levy/Grant Details

	Total Proposed & Future CIP Projects (to be Levied)	2015 Main Stem - 10th Ave to Duluth
2009/2010 Levy		
2010/2011 Levy		
2011/2012 Levy		
2012/2013 Levy		
2013/2014 Levy		
Construction Fund Balance		
BWSR Grant- BCWMO		
Total Levy/Grants		

Bassett Creek Construction Project Details

Other Projects

MPCA Grant From GF

Total	Other Projects	TMDL Studies	Sweeney Lake TMDL	Flood Control Emergency Maintenance	Flood Control Long-Term Maintenance	2012 Sweeney Lake Outlet (FC-1)	Channel Maintenance	Totals - All Projects
1,647,373.00	163,870.64	105,000.00	119,000.00	500,000.00	748,373.00 (250,000.00)	250,000.00	175,000.00	7,274,673.00
230,000.00	230,000.00	30,000.00	163,870.64		100,000.00		100,000.00	22,500.00
6,949.19	6,949.19				3,954.44		2,994.75	163,870.64
10,249.09	10,249.09	637.20			9,611.89			230,000.00
113,141.44	113,141.44	23,486.95	89,654.49					637.50
117,455.33	117,455.33	31,590.12	47,041.86					6,949.19
76,184.64	76,184.64	31,868.63	44,316.01				38,823.35	10,249.09
45,375.25	45,375.25	15,005.25	25,920.00			4,450.00		113,141.44
12,656.65	12,656.65	168.00	5,290.50			7,198.15		117,455.33
21,094.00	21,094.00	3,194.00					17,900.00	76,184.64
174,826.03	174,826.03	1,815.00			4,917.00	168,094.03		45,375.25
7,642.50	7,642.50				7,642.50			12,656.65
585,574.12	585,574.12	107,765.15	212,222.86	500,000.00	26,125.83	179,742.18	59,718.10	3,364,023.14
1,455,669.52	1,455,669.52	27,234.85	70,647.78	500,000.00	572,247.17	70,257.82	215,281.90	4,327,020.50

Total	Other Projects	TMDL Studies	Sweeney Lake TMDL	Flood Control Emergency Maintenance	Flood Control Long-Term Maintenance	2012 Sweeney Lake Outlet (FC-1)	Channel Maintenance	Totals - All Projects
239,955.59	239,955.59	104,888.70	94,948.17		22,108.82	18,009.90		620,429.50
5,907.54	5,907.54	1,164.30	2,902.59		24.75	1,461.15	354.75	20,464.39
180,811.13	180,811.13					160,271.13	20,540.00	872,614.99
38,823.35	38,823.35						38,823.35	80,611.11
101,598.10	101,598.10		101,598.10					899,967.21
18,478.41	18,478.41	1,712.15	12,774.00		3,992.26			665,295.13
585,574.12	585,574.12	107,765.15	212,222.86		26,125.83	179,742.18	59,718.10	3,364,023.14

Total	Other Projects	TMDL Studies	Sweeney Lake TMDL	Flood Control Emergency Maintenance	Flood Control Long-Term Maintenance	2012 Sweeney Lake Outlet (FC-1)	Channel Maintenance	Totals - All Projects
163,870.64	163,870.64		163,870.64					902,462
60,000.00	60,000.00	10,000			25,000		25,000	636,100
60,000.00	60,000.00	10,000			25,000		25,000	822,010
60,000.00	60,000.00	10,000			25,000		25,000	1,046,000
50,000.00	50,000.00				25,000		25,000	50,000
393,870.64	393,870.64	30,000	163,870.64		100,000		100,000	5,262,050

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
METROPOLITAN COUNCIL AND THE
BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**

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

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

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

II. SPECIFIC SCOPE OF SERVICES

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

a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of citizen volunteers to collect in-lake samples from lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples to be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a lake sampling form to help describe the lake and weather conditions at the time of the sampling event. Lakes will be visited biweekly from April through October of 2014 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled over the deepest open water location. After each sampling date, the Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.

b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2014.

Lake name	DNR ID#	Maximum # of sampling dates	Approximate sampling interval	Quantity of new kits
Lost	27-0103	14	Biweekly	1
Medicine, site 1	27-0104	14	Biweekly	0
Medicine, site 2	27-0104	14	Biweekly	0
Northwood	27-0627	14	Biweekly	0
Parkers	27-0107	14	Biweekly	0
Sweeney, south site	27-0035-01	14	Biweekly	0
Twin	27-0035-02	14	Biweekly	0
Westwood	27-0711	14	Biweekly	0

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

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the Watershed wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program.
- e. Ensuring that the volunteers fill out sampling forms during each sampling event, and collect and store samples until picked up by a Council representative.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey and train volunteers, pick up and deliver samples to the laboratory, and analyze the results of the lake and watershed data collection program.
- b. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- c. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to determine if any problems exist

involving the volunteer's sampling methods and what should be done to correct the problem.

- d. Provide the sample bottles and labels, and filters for chlorophyll filtration.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the Watershed agrees to pay the Council the following amounts per lake site listed in section 2.01(b).

Number of Sampling Dates	Payment amount (excludes sampling equipment)
8 to 14	\$550
6 to 7	\$280
1 to 5	\$200

For lake sites requiring sampling equipment, the cost for a kit of sampling equipment is \$150 per kit.

3.02 Payment Schedule. Payment of the total amount owing to the Council by the Watershed shall be made within 30 days following the end of the Monitoring Period. An invoice specifying the amount owed by the Watershed will be sent under separate cover.

3.03 Additional Analyses. The total amount specified in the previous paragraph does not include the cost of any additional analyses requested by the Watershed, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the Watershed and subject to the availability of Council resources for carrying out such analyses. The Council will bill the Watershed after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the Watershed will promptly reimburse the Council for any such costs billed.

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2014, and will terminate on December 31, 2014, or following work completion and payment, whichever occurs first.

4.02 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

4.03 Watershed Personnel. The watershed's administrator, Laura Jester, or such other person as may be designated in writing by the Watershed, will serve as the

Watershed's representative and will assume primary responsibility for coordinating all services with the Council.

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

4.05 Equal Employment Opportunity; Affirmative Action. The Council and the Watershed agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the Watershed agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

4.06 Liability. Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).

4.07 Copyright. No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or Watershed.

4.08 Termination of Agreement. The Council and the Watershed will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of sampling events occurring for each lake before termination versus the total sampling events specified for each lake. The balance of the amounts will be refunded by the Council to the watershed.

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

WATERSHED MANAGEMENT ORG

Date _____

By _____

Name _____

Its _____

METROPOLITAN COUNCIL

Date _____

By _____

Name _____

EMA Section Manager



Hennepin County Department of Environmental Services

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

Item 4E.
BCWMC 4-17-14

612-348-3777 REDUCE.REUSE.RECYCLE
612-348-8532 & 612-348-6510 Faxes
612-348-6500 Facility **INFO** Line
www.hennepin.us/environment

April 8, 2014

Mr. Jim de Lambert, Chair
Bassett Creek Watershed Management Commission
c/o Laura Jester
Keystone Waters, LLC
MN 55346

Re: Major Plan Amendment

Dear Mr. de Lambert:

I request that Hennepin County's review deadline for the proposed plan amendment be extended to June 24, 2014. The need for the extension is due to the County's formal review process and the lead time required to place the item on the County Board's meeting schedule. I have attached the schedule for Board action on the proposed amendment for your reference.

Board Action Request (BAR) for public hearing submitted to Department Administration:	March 24
Department Administration reviews and forwards BAR to Public Works Administration:	April 2
Public Works Administration reviews and forwards BAR to County Administration:	April 9
BAR is communicated to Board on:	April 22
BAR in committee on:	April 29
Board action to schedule public hearing on:	May 6
Public hearing held in committee on:	May 13

BAR for the amendment and maximum levy submitted to Department Administration:	May 12
Department Administration reviews and forwards BAR to Public Works Administration:	May 21
Public Works Administration reviews and forwards BAR to County Administration:	May 28
BAR is communicated to Board on:	June 10
BAR in committee on:	June 17
Board action on amendment:	June 24

Sincerely,

Randy Anhorn,
Supervisor Land & Water
Unit

Cc: Laura Jester, BCWMC Administrator
Karen Chandler, Barr Engineering
Steve Christopher, BWSR

SECTION I: LIABILITY COVERAGE WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000. on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000., regardless of the number of claimants.
- *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

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

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

_____ accepts liability coverage limits of \$_____ from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting _____

Signature _____ Position _____

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044



UNIVERSITY OF MINNESOTA PROGRAM AGREEMENT

THIS PROGRAM AGREEMENT (the “**Agreement**”) is between Regents of the University of Minnesota (the “**University**”), a Minnesota constitutional corporation, and **Bassett Creek Watershed Management Commission**, a(n) **local governmental watershed unit** (the “**Organization**”). This Agreement is entered into by University through Extension.

The parties agree as follows:

1. Description of Program. University shall deliver the following program to Organization: **Multiple NEMO related programs and workshops including two introductory NEMO workshops (spring 2014), a water-based NEMO workshop (summer 2014) and a land-based NEMO workshop (fall 2014). Additional deliverables will include the Clean Water Summit and development and distribution of additional resources that support NEMO and these programs including fact sheets, water and land workshop-related documents and guides, and curriculum resources used to support these workshops and the overall program objectives. Specifics of the programs to be delivered are designated in the education plan that is attached.** on the following dates **Mutliple throughout 2014** at the following location(s) **multiple locations in within the watershed and the west metro region** (the “**Program**”).

1.1 University is the owner of or has obtained the right to use, distribute, publish, copyright (if applicable) and otherwise disseminate the Program and all materials related to the Program. Organization expressly disclaims any ownership or copyright to the Program and all materials related to the program.

1.2 Reference to Program in this Agreement shall be deemed to include any deliverables provided to Organization in connection with the Program, including without limitation, curriculum, reports, results, materials, products, and information.

2. Fee. For the Program described in Section 1, Organization shall pay the University: \$500.00, plus any sales or use tax, if applicable.

2.1 The fee shall be paid (check one of the two boxes):

- in full upon the signing of this Agreement; or
- in installments, payable on the following dates:

2.2 Invoices shall be sent to:

Bassett Creek Watershed Management Commission
Attn: **Laura Jester**
16145 Hillcrest Lane
Eden Prairie, MN 55346

Phone No.: **952-270-1990**
Facsimile No.:
Email: **laura.jester@kestonewaters.com**

2.3 Organization represents to University that no funds received under any grant or separate funding agreement will be used to pay the fee to University.

3. Term. The term of this Agreement shall commence on **2/21/2014** (“**Effective Date**”) and shall expire on **12/31/2014** unless terminated earlier as provided in Section 4.

4. Termination. Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within 30 days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon 60 days’ prior written notice to the other party. Upon any termination under this Section 4, Organization shall promptly pay University for all components of the Program delivered and costs incurred up to and including the effective date of termination.

5. Compliance with Applicable Regulations. University shall be responsible for complying with all federal, state and local laws and regulations relating to criminal background checks for all University staff members having direct contract with minors as a result of this Agreement.

6. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR SUITABILITY OF THE PROGRAM OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT. IN NO EVENT SHALL EITHER PARTY’S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT) OF ANY KIND. EXCEPT FOR EACH PARTY’S OBLIGATIONS UNDER SECTIONS 10.1 AND 10.2, EACH PARTY’S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

8. Use of University Name or Logo. Organization agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with

University or the name of any representative of University in any form whatsoever without the prior written permission of University in each instance. However, Organization may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Organization agrees to provide University with a copy of any such document.

9. Export Controls. Organization shall notify University in writing if any technological information or data to be provided to University is subject to export controls under U.S. law or if technological information or data that Organization is requesting University to produce during the course of work under this Agreement is expected to be subject to such controls. Organization shall notify University of the applicable export controls (for example, Commerce Control List designations, reasons for control, and countries for which an export license is required). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export controlled information or data, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the thirty (30)-day period set forth in Section 4. Organization shall not release export controlled information or data to University until Organization has been notified in writing by University that University has implemented a technology control plan for such information.

10. Indemnification and Insurance.

10.1 Except as provided in Section 10.2, each party shall be responsible for its own acts and omissions, including the acts of its directors, employees, agents and contractors, and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

10.2 Organization shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or intentional acts or omissions of University) arising out of (i) use by Organization (or any third party acting on behalf of or under authorization from Organization) of the Program or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Organization's infringement of a third party's intellectual property rights or Organization's violation of any law, rule, or regulation in the provision of any materials to University.

10.3 Each party represents that it has and will maintain the following levels of insurance or self-insurance during the term of this Agreement: (i) Workers' Compensation in statutory compliance with Minnesota law; and (ii) general liability insurance in an amount not less than \$1,000,000 each occurrence. If requested by University, Organization's policy shall name Regents of the University of Minnesota as an additional insured. Certificates of all insurance detailed above shall be furnished to the other party upon request.

11. General Provisions.

11.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

11.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

11.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Organization in connection with the Program provided under this Agreement shall not be binding upon University.

11.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

11.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

11.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right nor power to bind the other party and any attempt to enter into an agreement in violation of this section 11.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

11.7 Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by facsimile or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt

requested) to the other party at the following addresses. Such notices and other communications shall be deemed made when delivered; faxed; submitted to the courier service; or, with respect to U.S. mail, three (3) days after mailing.

If to University: University of Minnesota
Extension
Attn: **John Bilotta**
173 McNeal Hall, 1420 Eckles Avenue
St. Paul, MN 55108

Phone No.: **612-624-7708**
Facsimile No.: **612-625-1263**
E-mail: **jbilotta@umn.edu**

With a copy to: University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

With a copy to: University of Minnesota
Extension Finance and Planning
415 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
E-mail:

If to Organization: **Basset Creek Watershed Management Commission**
Attn: **Laura Jester**
16145 Hillcrest Lane
Eden Prairie, MN 55346

Phone No.: **952-270-1990**
Facsimile No.:
E-mail: **laura.jester@keystonewaters.com**

11.8 Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, 10 and 11 shall survive.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota

By: _____
Name:
Title:
Date: _____

By: _____
Name:
Title:
Date: _____

2013 Lake Water Quality Study

Northwood Lake, North Rice Pond, and South Rice Pond

Prepared for
Bassett Creek Watershed Management Commission



April 2014





2013 Lake Water Quality Study

Northwood Lake, North Rice Pond, and South Rice Pond

Prepared for
Bassett Creek Watershed Management Commission



April 2014

Executive Summary

The Bassett Creek Watershed Management Commission (BCWMC) adopted its current watershed management plan (Plan) in 2004. The Plan complies with the provisions of Minnesota Rules Chapter 8410, the Metropolitan Surface Water Management Act, the Water Resources Management Policy Plan, and other regional plans. The BCWMC's Plan sets the vision and guidelines for managing surface water within the boundaries of the BCWMC. The Plan calls for the BCWMC to monitor, or coordinate with others to monitor, the water quality of the lakes and streams in the watershed.

Since 1970, water quality has been monitored in 10 major lakes and six ponds under the management of the BCWMC. The main objective of this program is to detect changes or trends in lake or pond water quality over time. These observations help identify the effects of changing land-use patterns within the watershed. They also help assess the effectiveness of the BCWMC's and the member cities' efforts to maintain and improve water quality.

This report summarizes the results of water quality monitoring during 2013 in Northwood Lake (city of New Hope), North Rice Pond (city of Robbinsdale), and South Rice Pond (cities of Golden Valley and Robbinsdale). The conclusions from the 2013 water quality monitoring are outlined below.

Northwood Lake

Use of barley straw from 2000 through 2003 improved water transparency in Northwood Lake by enabling sunlight to reach the bottom of the lake and macrophytes (large aquatic plants) to become established. The abundance of coontail in the lake has also contributed to improved transparency, despite high phosphorus levels and the discontinuation of barley straw use in 2003. Coontail releases biochemicals (called allelochemicals) that inhibit the growth of algae, especially blue-green algae (Korner et al. 2002, Gross et al. 2003, and Wium-Anderson 1983).

Prior to 2000, during about two-thirds of sampling events, high blue-green algae levels posed either a low or moderate risk of adverse health effects. Since 2000, when coontail became well established, blue-green algae numbers have consistently been below risk levels for adverse health effects. (One exception was a late summer 2009 sampling event when numbers indicated a low risk of adverse health effects.) This data provides further affirmation of the benefits provided by the established macrophyte community.

Conclusions of the 2013 study of Northwood Lake include:

- Total phosphorus, chlorophyll *a*, and Secchi disc transparency summer averages failed to meet BCWMC water quality goals and Minnesota water quality standards for shallow lakes in 2013.
- Trend analyses indicate that apparent improvements in water quality since 2000 are not considered significant, likely due to the influence of the large number of measurements since 2000 (14) relative to pre-2000 measurements (4). Nonetheless, most pre-2000 total phosphorus

values and all pre-2000 average summer chlorophyll concentrations were higher and all pre-2000 average summer Secchi disc transparency depths were lower than post-2000 values.

- While none of the total phosphorus summer averages during the period of record have met the BCWMC goal and Minnesota Pollution Control Agency's (MPCA) water quality standard for shallow lakes, 33 percent of chlorophyll *a*, and 56 percent of Secchi disc summer averages have met BCWMC goals and MPCA standards. All goals and standards met have occurred since 2000.
- Fewer phytoplankton and fewer blue-green algae have been observed since 2000, when coontail became established in the lake. Allelochemicals excreted by coontail appear to have inhibited algal growth, especially the growth of blue-green algae, which has comprised a smaller percentage of the algal community since 2000.
- Compared with previous years, higher numbers of zooplankton (microscopic crustaceans) were observed in Northwood Lake during 2013. However, numbers of cladocerans, the larger zooplankters most vulnerable to predation, were reduced; this indicates increased fish predation may have occurred in 2013.
- Since macrophytes became established in the lake in 2000, the number of species has continued to increase and 12 species were observed in 2013.
- Nuisance non-native plants observed in 2013 include curly-leaf pondweed, first observed in 2005, and purple loosestrife, first observed in 2013.

North and South Rice Ponds

Conclusions of the 2013 study of North Rice Pond and South Rice Pond include:

- In 2013, average summer total phosphorus concentrations and Secchi disc transparency values in North Rice Pond and South Rice Pond did not meet BCWMC water quality goals. Average summer chlorophyll *a* concentrations did meet the BCWMC water quality goal.
- Because North Rice Pond (27-644W) and South Rice Pond (27-645W) are wetlands, there are no MPCA water quality standards applicable to the ponds.
- South Rice Pond trend analyses indicate that changes in total phosphorus, chlorophyll *a*, and Secchi disc values during the period of record are not significant. Trend analyses were not performed for North Rice Pond due to insufficient data (i.e., at least 10 years of data are needed, but only 4 years of data have been collected).
- During the period of record, North Rice Pond has met the BCWMC total phosphorus goal 25 percent of the time, chlorophyll *a* goal 100 percent of the time, and Secchi disc goal 50 percent of the time.

-
- South Rice pond has not met total phosphorus and Secchi disc transparency goals during the period of record. However, the chlorophyll *a* goal has been met 69 percent of the time.
 - The numbers of algae in North Rice Pond were generally higher in 2013 than in previous years.
 - The numbers of algae in South Rice Pond in 2013 were, generally, similar to previous years, although higher numbers were observed in May.
 - The low numbers of blue-green algae observed in North and South Rice Ponds throughout the period of record, despite high phosphorus concentrations, have posed no risk of adverse health effects. The macrophyte communities in North and South Rice Ponds are dominated by coontail, a plant known to secrete allelochemicals that inhibit algal growth, particularly blue-green algal growth.
 - North Rice Pond observed higher numbers of zooplankton during spring and late summer of 2013, as compared to previous years.
 - South Rice Pond observed higher numbers of zooplankton during late summer of 2013, as compared to previous years.
 - A comparison of 2013 macrophyte data with past data indicates the macrophyte communities in North and South Rice Ponds have been stable over time.
 - Nuisance non-native plants observed in 2013 include purple loosestrife, surrounding North and South Rice Ponds, and curly-leaf pondweed, observed in South Rice Pond for the first time in 2013.

Recommendations

It is recommended that the BCWMC contact the Minnesota Department of Natural Resources to request that purple loosestrife-eating beetles be introduced to the infested areas surrounding Northwood Lake, North Rice Pond, and South Rice Pond. Introduction of the beetles is expected to control purple loosestrife and protect the native vegetation.



Item 6Dii.
BCWMC 4-17-14

Bassett Creek Watershed Management Commission

Next Generation Plan Steering Committee Meeting Notes

4:30 p.m ~ Monday March 10, 2014
Golden Valley City Hall

Attendees: Committee Chair Linda Loomis; Commissioner Clint Carlson; Alternate Commissioners Pat Crough, Dave Tobelmann, and Lisa Goddard; TAC members Derek Asche and Joe Fox; Engineers Karen Chandler and Jim Herbert; Administrator Laura Jester

1. Call Meeting to Order

Chair Loomis called the meeting to order at approximately 4:35 p.m.

2. Approve Meeting Notes from February 11, 2014 Plan Steering Committee Meeting

There were no suggested changes to the notes from the March 11, 2014 meeting. Consensus to accept the notes as presented.

3. Discuss Commission Water Quality Standards and Triggers

Engineer Chandler reminded the group the TAC recommends the following:

- Trigger (for application of BCWMC water quality standards):
 - For all commercial, industrial and institutional development and redevelopment: 1 acre of disturbed area
 - For all residential development and redevelopment: 2 acres of disturbed area and 4 units
- Standard: Level 1 standards for all development and redevelopment

Engineer Chandler indicated that the Commission Engineer's recommendation was to adopt the Minimal Impact Design Standards (MIDS) as the Commission's new water quality standards and triggers. She noted these are more stringent requirements that would result in a reduction of polluted runoff from many sites in the watershed. Engineer Herbert reported that in looking at the past two years of development reviews by the Commission, 21 projects were required to implement best management practices to meet the Commission's current (Level 1) water quality treatment standards. If MIDS had been in place, 12 additional projects would have been required to meet water quality treatment standards (MIDS).

The group reviewed the MIDS provisions. Engineer Chandler noted the many "off ramps" in the guidance that allow for flexibility if certain criteria cannot be met including where infiltration will not work due to soils or contamination. MIDS requires certain pollutant removals (primarily through infiltration) when new and/or fully redeveloped cumulative impervious area is equal to or greater than one acre. Mr. Asche reported he liked the MIDS guidance and was hoping to use the guidance city-wide if it was compatible with all four of Plymouth's watershed organizations'

standards. He indicated MIDS was developed with much input from various stakeholders over several years and is being used by other entities in the Metro Area. Mr. Asche noted MIDS is flexible but he believes it's a better approach than requiring pollutant reductions from sites smaller than one acre. Plymouth currently requires pollutant reductions from development on sites ½ acre or larger. Mr. Asche believes the smaller practices (like small individual raingardens) are difficult to maintain and the small amount of pollutant removal accomplished may not be worth the costs of administration and maintenance of these practices. He also noted the calculator used in MIDS that "levels the playing field" as all MIDS users would be using the same assumptions and calculations.

Alternate Commissioner Tobelmann asked if there were any drawbacks to using MIDS. Mr. Asche indicated MIDS is more stringent (requires more pollutant removal) but is also more flexible. He noted MIDS relies more on infiltration but provides off ramps that end up being close to current Commission standards. Alternate Commissioner Goddard noted that MIDS helps capture redevelopment where stormwater improvement opportunities cannot be missed. Chair Loomis noted that some developers will drop a project if regulations are too onerous. She noted that the opportunity for improvement is completely lost at that point.

Mr. Fox indicated he agreed with Mr. Asche; that MIDS should work in Golden Valley and seems like a reasonable approach for the Commission. Administrator Jester shared comments from Commissioner Welch that were provided via email in support of MIDS but with a lower trigger than one acre. Mr. Asche noted that if a lower trigger was used, he would request that the Commission review these projects but that the city probably would not. The group continued a discussion about appropriate triggers including one acre vs. ½ acre and impervious surface vs. disturbed land area. In the end, they agreed that the current MIDS guidance is the most appropriate approach. Mr. Asche noted that water quality standards are only one piece of a three-pronged approach that also included education and CIP projects. He noted CIP projects can be used to more regionally treat runoff from small sites that are not captured by MIDS.

The group discussed the possibility of charging smaller developments/redevelopments fees to put towards more regional treatment systems. Engineer Chandler noted that one of the MIDS off ramps includes collection of fees if nothing else can be done onsite. Mr. Fox wondered if it was appropriate to cap the costs of best management practices at a certain percentage of total project costs. Alternate Commissioner Goddard asked if cities other than Minneapolis offer stormwater utility credits for BMPs. Mr. Asche reported that Plymouth does this; Golden Valley does not at this time.

It was noted that since the watershed is already almost fully developed, that any improvement in runoff is a change in the right direction. The group also agreed the MIDS guidance is consistent with the Commission's approach to water quality improvements. The group agreed to recommend use of MIDS (with no changes) as the Commission's water quality standards and triggers.

4. Review Re-revised Draft Policies for Water Quality and Flooding and Rate Control

Policy #10: Deleted as noted

Policy #13: Will be re-drafted by staff to be consistent with using MIDS as Commission standards and triggers.

Policy #18: Buffer standards will be addressed at the next Committee meeting

Policy #25: This policy needs to be discussed with the Commission at a future workshop and should be updated with use of MIDS

Policies #31 – #34: These policies depend on Commission discussion of the results of the Flood Control Project Long Term Maintenance and Replacement study.

Policy #59: This is a new policy; okay as written (will be moved to Administrative Section)

5. Review Final Policies for Erosion and sediment Control and Groundwater

Policy #61: Minor change of “water management” to “stormwater management.”

Policy #64: Some discussion about the reporting that would be required of cities on erosion control inspections. It was noted that the annual MS4 reporting provided by cities to the State should suffice for reporting to the Commission. (The policy was not meant to be onerous for cities.) The group decided to broaden the language to allow for flexibility in the future by adding the phrase “or as requested by the Commission” at the end of the policy.

Policy #77: Minor change to add “To protect groundwater quality” at the beginning of the policy.

Policy #80: Okay as written

6. Plan Next Plan Steering Committee Meeting and Commission Workshop

Administrator Jester reviewed a list of agenda items for discussion at a Commission Workshop. The group agreed the workshop should not be scheduled adjacent to (or with) a Commission meeting. The dates of April 21 and April 24 will be presented to the Commission as possible workshop dates with a meeting time late in the afternoon, to hopefully accommodate both Commissioners’ work schedules and review agency schedules.

The next Plan Steering Committee Meeting is scheduled for Monday March 24, 2014, 4:30 p.m. The meeting adjourned at 6:35 p.m.



Bassett Creek Watershed Management Commission

MEMO

Date: April 10, 2013
From: Laura Jester, Administrator
To: BCWMC Commissioners
RE: **Administrator's Report**

This is a busy time of year for the Commission with multiple Committee meetings, the beginning of the budget process, the Plan Development Workshop, CIP projects in various states of implementation, etc. Since the March Commission meeting, I spent time coordinating and attending various meetings, and responding to issues including correspondence and coordination for the following:

- Finding venues, creating Doodle Polls, setting up Plan Development Workshop, Budget Committee meeting and Administrative Services Committee meeting
- Preparing agenda, gathering meeting materials, assisting with PowerPoint presentation for Plan Development Workshop
- Preparing agenda, distributing materials, and attending Plan Steering Committee meeting
- Promoting NEMO workshops and attending planning meeting
- Reviewing contracts for CAMP and NEMO
- Coordinating with the County on timeline for Major Plan Amendment
- Coordinating with cities on timeline for CIP project implementation (feasibility studies, 50% plans, 90% plans)
- Distributing JPA Amendment to cities
- Corresponding with AMLAC and Medicine Lake resident regarding water level issue
- Preparing for April Commission meeting including drafting agenda, compiling materials, and reviewing invoices, contracts, technical memos, etc.

The following table provides detail on my activities March 1 – 31.

<p>Administration – Correspondence, informational meetings, general administration: Phone and email correspondence with various Commissioners, TAC members, consultants and other partners including: S. Virnig, J. Oliver, J. Fox, K. Chandler, A. Herbert, C. LeFevere, D. Asche, M. Welch, T. Hoshal, J. de Lambert, C. Carlson, AMLAC, auditor, residents, developers, Hennepin County, state agencies</p> <p>Coordination of various projects, meetings, and programs including tracking CIP project implementation; preparing memo of CAMP volunteers for Met Council; tracking down WOMP reimbursement; preparing and distributing JPA amendment letter to all cities; attending internal meeting regarding next steps with Schaper Pond; gathering signatures on conflict of interest forms; preparing and requesting website updates; reviewing NEMO program flyer and agenda; attending meeting with T. Hoshal and Hedberg Maps re: watershed map; preparing for Medicine Lake Stakeholder meeting and follow-up documents; updating CIP project list and fact sheets</p>
<p>Administration – Meeting attendance: 3/4/14 Medicine Lake Stakeholder Meeting 3/6/14 TAC Meeting 3/11/14 WMWA Meeting 3/19/14 Education Committee Meeting 3/20/14 Commission Meeting</p>

<p>Administration – Preparing agendas, meeting materials, meeting notes, follow up: Develop meeting agendas and materials and review relevant documents for regular BCWMC meeting, send materials to Recording Secretary for distribution; review draft meeting minutes, list follow up tasks; coordinate meetings for multiple committees (TAC, Education, Budget, Administrative Services); prepare TAC meeting memo</p>
<p>Administration – Document review and development: Review invoices, CIP project review memos (by Commission Engineer), memos on long term maintenance of Flood Control Project</p>
<p>Administration - Watershed Management Plan Development: Review draft policies; develop and distribute agenda and meeting materials; attend and draft meeting notes for 3/10/14 and 3/24/14 Plan Steering Committee meetings; plan for Commission workshop including internal meetings with Commission Engineer</p>

In the coming month, I plan to work on the following items:

- Assist with writing/developing annual report
- Assist with agenda and materials for TAC meeting; prepare TAC memo
- Assist with NEMO Workshops (May 8th and 14th)
- Gather comments on Major Plan Amendment; assist with response to comments, as needed
- Continue to assist with Watershed Plan Development including draft policies for Administrative, Education, Wetland, and Habitat Sections
- Continue to refine the 2015 Budget
- Convene Education Committee
- Research other organizations’ budget carry over policies and prepare recommendation for Commission policy
- Continue to gather and post materials for new Commissioners
- Begin developing financial policies