



## Bassett Creek Watershed Management Commission

Regular Meeting  
Thursday, January 21, 2016  
8:30 – 11:00 a.m.

Medicine Lake Room, Plymouth City Hall, 3400 Plymouth Blvd., Plymouth 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 - December 17, 2015 Commission Meeting
  - B. Approval of January 2016 Financial Report
  - C. Approval of Payment of Invoices
    - i. Keystone Waters, LLC – December 2015 Administrator Services
    - ii. Barr Engineering – December 2015 Engineering Services
    - iii. Amy Herbert – December 2015 Secretarial Services
    - iv. ACE Catering – January 2016 Meeting Refreshments
    - v. Kennedy Graven – November 2015 Legal Services
    - vi. Wenck – December 2015 WOMP Monitoring
    - vii. Met Council – 2015 CAMP Monitoring Program
    - viii. Golden Valley – 2015 Financial Management Services
  - D. Set February 5<sup>th</sup> and March 3<sup>rd</sup> Technical Advisory Committee Meetings
  - E. Approval of Amended Contract with Recording Secretary
  - F. Approval of Proposal from MMKR to Perform 2015 – 2016 Financial Audit
  - G. Approval of Final Financial Report on 2012 Main Stem Restoration Project for Clean Water Fund Grant
  - H. Approval of Commissioner Request for Reimbursement of Registration Fee for Road Salt Symposium
  - I. Approval of Resolution to Transfer Funds from CIP Account to Administrative Account
  - J. Approval of Resolution to Transfer Funds from Administrative Account to Channel Maintenance Fund and Long Term Maintenance Fund
5. **BUSINESS**
  - A. Blue Line LRT – Process for Wetland Conservation Act (WCA) Decisions
    - i. Consider Approval of Blue Line LRT Wetland Boundaries and Types
    - ii. Discuss Future WCA Decision Points Regarding Blue Line LRT Project
  - B. Consider Approval of Agreement with Metropolitan Council for Reimbursement of Commission Tasks Related to Southwest LRT
  - C. Consider Approval to Submit Commission Projects for Inclusion in Hennepin County All Hazard Mitigation Plan
  - D. Receive Update on New BCWMC Website
    - i. Consider Approval of Contract with HDR for Website Maintenance and Hosting
    - ii. Discuss Website Promotion Plan

- E. Consider Directing Staff to Submit Grant Application to Minnesota Conservation Corps on Behalf of Metro Blooms for Harrison Neighborhood Project
- F. Receive Updates on Feasibility Studies for 2017 CIP Projects: Main Stem Erosion Repair Project and Plymouth Creek Restoration Project

## 6. COMMUNICATIONS

- A. Administrator's Report
  - i. Reminder of Campaign Finance and Public Disclosure Board
  - ii. Reminder about Commission Officers and Committees
- B. Chair
- C. Commissioners
- D. TAC Members
  - i. Report on January 7<sup>th</sup> TAC Meeting
- E. Committees
- F. Legal Counsel
- G. Engineer

## 7. INFORMATION ONLY (Information online only)

- A. CIP Project Update Chart
- B. Grant Tracking Summary and Spreadsheet
- C. Star Tribune Article: Possible Daylighting Old Bassett Creek Tunnel:  
<http://www.startribune.com/downtown-minneapolis-park-ideas-bubbling-in-planning-for-next-25-years/361249421/>

## 8. ADJOURNMENT

### Upcoming Meetings & Events

- Annual Road Salt Symposium: Thursday February 4<sup>th</sup>, 7:45 a.m. – 3:00 p.m., MN Landscape Arboretum, <http://freshwater.org/annual-road-salt-symposium-fights-chloride-pollution/>
- BCWMC Technical Advisory Committee: Friday February 5<sup>th</sup>, 8:30 – 10:30 a.m., Fire Administration, Plymouth City Hall
- BCWMC Regular Meeting: Thursday February 18<sup>th</sup>, 8:30 a.m., Medicine Lake Room, Plymouth City Hall
- Mississippi River Forum: Representing the Mississippi River at International Climate Talks: Mayor Chris Coleman: Friday February 26<sup>th</sup>, 8:00 – 9:30 a.m.; 179 Robie Street East, St. Paul; <http://www.nps.gov/miss/learn/nature/riverforum.htm>
- BCWMC Technical Advisory Committee: Thursday March 3<sup>rd</sup>, 1:30 – 3:30 p.m., Medicine Lake Room, Plymouth City Hall

### Future Commission Agenda Items list

- Address Organizational Efficiencies
- Finalize Commission policies (fiscal, data practices, records retention, roles and responsibilities, etc.)
- Presentation on joint City of Minnetonka/ UMN community project on storm water mgmt
- State of the River Presentation
- Presentation on chlorides



## Bassett Creek Watershed Management Commission

### AGENDA MEMO

Date: January 13, 2016

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: Background Information for 1/21/16 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 – December 17, 2015 Commission meeting- ACTION ITEM with attachment**
  - B. **Approval of January 2016 Financial Report - ACTION ITEM with attachment**
  - C. **Approval of Payment of Invoices - ACTION ITEM with attachments**
    - i. Keystone Waters, LLC – December 2015 Administrator Services
    - ii. Barr Engineering – December 2015 Engineering Services
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    - iv. ACE Catering – January 2016 Meeting Refreshments
    - v. Kennedy Graven – November 2015 Legal Services
    - vi. Wenck – December 2015 WOMP Monitoring
    - vii. Met Council – 2015 CAMP Monitoring Program
    - viii. Golden Valley – 2015 Financial Management Services
  - D. **Set February 5<sup>th</sup> and March 3<sup>rd</sup> Technical Advisory Committee Meeting – ACTION ITEM no attachment** – *The TAC should continue discussing and forming recommendations on roles and responsibilities for long term maintenance and rehabilitation of the Flood Control Project and should begin discussing the 2018 – 2022 CIP Project List.*
  - E. **Approval of Amended Contract with Recording Secretary – ACTION ITEM with attachment** – *At the December Commission meeting Amy Herbert submitted a request to change the services she provides to the Commission effective February 1<sup>st</sup>, along with a slight increase in hourly rate. The amended contract with Amy is attached. Staff recommends approving the amended contract. The Administrative Services Committee will meet in the coming weeks to determine alternatives for preparing meeting minutes.*
  - F. **Approval of Proposal from MMKR to Perform 2015 – 2016 Financial Audit – ACTION ITEM with attachment** - *Staff (including the Commission's Deputy Treasurer) recommends accepting the attached proposal from MMKR to perform the FY2015 – 2016 financial audit.*
  - G. **Approval of Final Financial Report on 2012 Main Stem Restoration Project for Clean Water Fund Grant – ACTION ITEM with attachment** - *The BCWMC received \$217,500 in 2012 Clean Water Fund grant dollars for the stabilization of erosion sites along the main stem of Bassett Creek through Wirth Park (CR2012). This project was completed in 2015 and all reimbursements have been made to member cities for expenses incurred. A final project report was presented to the Commission in November. Staff recommends that the Commission authorize the Commission Chair to sign the Final Financial Report for the 2012 Minnesota Board of Water and Soil Resources (BWSR) Clean Water Fund grant and authorize staff to submit the executed form to BWSR.*
  - H. **Approval of Commissioner Request for Reimbursement of Registration Fee for Road Salt Symposium – ACTION ITEM no attachment** – *Alternate Commissioner Scanlan would like to attend the Annual Road Salt Symposium on February 4<sup>th</sup>. At their meeting in March 2015 the Commission approved the 2015 Education and Outreach Budget and Work Plan including funding for "Training for*

Commissioners" in which Commissioners, Alternate Commissioners and Committee members could be reimbursed for conference expenses, with approval from the Commission. Staff recommends approving reimbursement to Alternate Commissioner Scanlan for the registration fee of \$135.00. The BCWMC is still in its 2015 fiscal year and there are ample educational funds remaining to cover this expense.

- I. Approval of Resolution to Transfer Funds from CIP Account to Administrative Account – ACTION ITEM with attachment - Each year the Commission transfers 2.5% of the taxes levied for CIP projects to the Commission's administrative account (or annual operating funds) to offset the administrative costs of managing the CIP projects. In 2015, the Commission levied \$1M through Hennepin County. Staff recommends approving the resolution to transfer \$25,000 from the CIP account to the administrative account.
- J. Approval of Resolution to Transfer Funds from Administrative Account to Channel Maintenance Fund and Long Term Maintenance Fund – ACTION ITEM with attachment - Each year the Commission transfers \$25,000 from the administrative account into the channel maintenance fund and another \$25,000 from the administrative account into the long term maintenance account. The Commission then transfers from the long term maintenance account into the administrative account the cost of Flood Control Project inspections for that year. Staff recommends approving the resolution to transfer \$25,000 into the channel maintenance fund and \$18,400 into the long term maintenance account (which is \$25,000 less the cost of 2015 inspections of the Flood Control Project).

## 5. BUSINESS

- A. Blue Line LRT – Process for Wetland Conservation Act (WCA) Decisions - ACTION ITEM with attachments - The BCWMC is the Local Government Unit (LGU) responsible for administration of the Minnesota Wetland Conservation Act (WCA) for projects within the Bassett Creek Watershed in the cities of Robbinsdale, Medicine Lake, and St. Louis Park. The BCWMC does not often make WCA decisions; however, the BCWMC must now make WCA decisions that affect the City of Robbinsdale as part of the preliminary work/planning for the Blue Line LRT project. The decision needed at this meeting is presented in the attached memo along with information about future WCA decisions needed and options for the Commission to process those decisions.
  - i. Consider Approval of Blue Line LRT Wetland Boundaries and Types – ACTION ITEM
  - ii. Discuss Future WCA Decision Points Regarding Blue Line LRT Project – DISCUSSION ITEM
- B. Consider Approval of Agreement with Metropolitan Council for Reimbursement of Commission Tasks Related to Southwest LRT - ACTION ITEM with attachment – Commission staff recently negotiated an agreement with the Metropolitan Council for the reimbursement of costs for some past and future work related to the Southwest LRT Project. This is similar to the agreement reached last year with the Met Council for reimbursement for work related to the Blue Line LRT. The Met Council recognizes the significant amount of time required of the Commission to assist with storm water management planning and review of plans for these large, complex projects and has agreed to reimburse the Commission for up to \$20,000 for work related to the Southwest LRT. Staff recommends approval of the agreement.
- C. Consider Approval to Submit Commission Projects for Inclusion in Hennepin County All Hazard Mitigation Plan – ACTION ITEM with attachment – The Commission Engineer and I recently met with Hennepin County Emergency Management staff regarding the Hennepin County Multi-Jurisdictional All-Hazards Mitigation Plan (Plan). County staff recommends the BCWMC be included in the Plan as a local jurisdiction with goals and objectives such as with future Commission CIP projects and other major projects. In the event of a natural disaster, funding may be available to implement the projects included in the Plan. The purpose of the Plan is to develop a unified approach among local government for dealing with identified natural hazards and hazard management problems. The process follows methodology prescribed by FEMA. The Plan puts forth mitigation goals and objectives that are based on the results of a risk assessment. To meet identified goals and objectives, the plan also includes specific recommendations for actions that can mitigate future disaster losses. The Plan serves as a guide

for local governments in their efforts to reduce vulnerability to natural hazards. The attached table shows some information/BCWMC projects that could be included in the Plan. Staff is seeking Commission direction to continue working with County officials to include appropriate information in the Plan.

D. Receive Update on New BCWMC Website

- i. Consider Approval of Contract with HDR for Website Maintenance and Hosting – ACTION ITEM with attachment – Staff recommends having an agreement in place for website hosting, updates, maintenance, and any modifications to the site that are too complex for Commission staff to perform. Staff recommends approval of the attached contract with HDR for an amount not to exceed \$4,420 in 2016. (Of this amount, approximately \$530 is for website hosting and the domain name. The remainder is earmarked for HDR staff time, as needed.) This amount is in line with the Commission’s 2016 budget.
- ii. Discuss Website Promotion Plan – DISCUSSION ITEM with attachment – Amy Herbert developed the attached website promotion plan to help disseminate information about the new BCWMC website. Staff is happy to take recommendations on this plan including the addition of groups or individuals to the email distribution list or other avenues of disseminating the announcement.

E. Consider Directing Staff to Submit Grant Application to Minnesota Conservation Corps on Behalf of Metro Blooms for Harrison Neighborhood Project – ACTION ITEM with attachment – At the December meeting, Commissioners received a presentation from Metro Blooms regarding a proposed project to install best management practices and engage youth and residents in the Harrison Neighborhood. Commissioners were very supportive of the project and agreed to act as the fiscal agent for a Metropolitan Council grant. That grant application to the Met Council is still in process. In the meantime, Metro Blooms is requesting that the BCWMC apply for Conservation Crew labor to assist with the project. (See the application attached. Although the grant deadline has passed, there are typically labor hours left over from other projects that are available to new applicants.) Contracting and reporting is minimal with this program: the application to CCM is the agreement. Once approved, CCM notifies the applicant and arranges crew scheduling. At year end, Metro Blooms would report to CCM (through the BCWMC) on the actual dollars spent. Staff recommends submitting the application on behalf of Metro Blooms.

F. Receive Updates on Feasibility Studies for 2017 CIP Projects: Main Stem Erosion Repair Project and Plymouth Creek Restoration Project – INFORMATION ITEM no attachment – See the Administrator’s Report in 6A for a brief update on these projects. Staff will verbally update the Commission on the latest progress regarding these projects.

**6. COMMUNICATIONS**

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## Bassett Creek Watershed Management Commission

### Minutes of Regular Meeting December 17, 2015 Plymouth City Hall, 8:30 a.m.

#### Commissioners and Staff Present:

Crystal	Commissioner Guy Mueller, Vice Chair	Plymouth	Commissioner Ginny Black
Golden Valley	Alternate Commissioner Jane McDonald Black	Robbinsdale	Commissioner Wayne Sicora
Medicine Lake	Alternate Commissioner Gary Holter	St. Louis Park	Commissioner Jim de Lambert, Chair
Minneapolis	Commissioner Michael Welch	Administrator	Laura Jester
Minnetonka	Commissioner Jacob Millner, Secretary	Attorney	Troy Gilchrist, Kennedy & Graven
New Hope	Alternate Commissioner Pat Crough	Engineer	Karen Chandler and Dan Fetter, Barr Engineering
		Recorder	Amy Herbert

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

Derek Asche and Ben Scharenbroich, TAC, City of Plymouth	Mark Ray, TAC, City of Crystal
Erick Francis, TAC, City of St. Louis Park	Pete Willenbring, WSB & Associates
Chris Long, , TAC, City of New Hope	Yolanda Burckhardt, Metropolitan Council
Richard McCoy, TAC, City of Robbinsdale	Michael Scanlan, Alternate Commissioner, City of Robbinsdale
Jeff Oliver, TAC, City of Golden Valley	David Tobelmann, Alternate Commissioner, City of Plymouth
Liz Stout, TAC, City of Minneapolis	Becky Rice, Metro Blooms

#### 1. CALL TO ORDER AND ROLL CALL

On Thursday, December 17, 2015, at 8:34 a.m. in the Medicine Lake Room at Plymouth City Hall, 3400 Plymouth Boulevard, Chair de Lambert called to order the meeting of the Bassett Creek Watershed Management Commission (BCWMC) and asked for roll call to be taken [City of Minneapolis absent from roll call].

#### 2. CITIZEN FORUM ON NON-AGENDA ITEMS

No issues raised.

#### 3. AGENDA

Chair de Lambert requested a reordering of the agenda to move 5C – Phase II Environmental Site Assessment Work Plan for 2017CR-M: Bassett Creek Main Stem Erosion Repair Project – ahead to immediately follow 5A and to move item 5F – Consider Approval of Request from Metro Blooms to Act as Fiscal Agent for Metropolitan Council Grant – to immediately follow 5C. He clarified that the new Business Agenda order would be: 5A, 5C, 5F, 5B, 5D, 5E.

Commissioner Black moved to approve the agenda as amended. Alternate Commissioner McDonald Black seconded the motion. Upon a vote, the motion carried 8-0 [City of Minneapolis absent from vote.]

#### 4. CONSENT AGENDA

Commissioner Mueller moved to approve the Consent Agenda as presented. Alternate Commissioner McDonald Black seconded the motion. Upon a vote, the motion carried 8-0 [City of Minneapolis absent from vote].

[The following items were approved as part of the Consent Agenda: the November 18, 2015, Commission Meeting Minutes, the December 2015 financial report, the payment of invoices, Setting the January 7, 2016, TAC meeting, Authorizing the Commission Engineer to Submit Flood Control Project Inspection Report to Cities, MDNR, ACOE, and Approval of Contract with Wenck Associates for Operation of WOMP Station in 2016.]

The general and construction account balances reported in the Fiscal Year 2015 Financial Report prepared for the December 17, 2015, meeting are as follows:

Checking Account Balance	\$542,963.77
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TOTAL GENERAL FUND BALANCE	\$542,963.77
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TOTAL CASH & INVESTMENTS ON-HAND (12/09/15)	\$3,648,531.25
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CIP Projects Levied – Budget Remaining	(\$3,361,594.08)
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Closed Projects Remaining Balance	\$286,937.17
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2012-2014 Anticipated Tax Levy Revenue	\$7,123.77
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2015 Anticipated Tax Levy Revenue	\$5,157.95
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Anticipated Closed Project Balance	\$299,218.89
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#### 5. BUSINESS

##### A. Consider Approval of Douglas Drive Project, Golden Valley

Engineer Chandler reminded the Commission that this project is reconstruction of Douglas Drive from Highway 55 to Medicine Lake Road. She said that the project also includes replacement of a box culvert that carries Bassett Creek under Douglas Drive and includes an underground infiltration system in addition to other work. Engineer Chandler also reminded the Commission that this project is being done in conjunction with the Commission's Honeywell Pond Expansion project. She noted that almost 33 acres will be graded as



part of these two projects and there will be an increase in impervious surface of 2.26 acres. Engineer Chandler stated that the Commission discussed this project at its November meeting and decided that the project should be reviewed under the Commission's new Requirements document, using the MIDS flow chart to discern how the project would or would not meet the new development standards.

Engineer Chandler reported that the project does meet the MIDS development standards through the flow chart's flexible treatment option No. 2. She explained that this outcome relies on giving the City of Golden Valley credit for its share of the treatment being provided by the Honeywell Pond. She said that by going through the flow chart, the City needed to be able to show that the City is removing 60% of the phosphorous coming off of the project. Engineer Chandler explained that the City can show this through claiming credit for the City's share of the phosphorous removal from the Honeywell Pond project.

Engineer Chandler pointed out that the City's contribution to the Honeywell Pond project is \$795,000 of the total estimated project cost of \$1.6 million, meaning that the City is contributing 49.5% of the Honeywell Pond project cost.

She pointed out that the project's new crossing does not increase the flood elevation and the Commission Engineer does not see any flood plain issues with the project. Engineer Chandler noted that the Commission Engineer has only minimal comments on this project and recommended approval of the project with the comments on page 4 of the memo. She summarized those Commission Engineer comments.

Commissioner Black commented that it feels like the Commission is losing storm water treatment in Honeywell Pond by allowing the City to take some treatment credit and that precedence is being set. Engineer Chandler responded that the amount of treatment in the Pond is the same, but she understands Commissioner Black's comment. She said that if the Commission was providing all of the funding for the Honeywell Pond project, then the treatment being provided by the Honeywell Pond project should not be available to be taken into account as part of the MIDS review for the Douglas Drive project. Engineer Chandler said that because the City of Golden Valley is putting in a significant share of the cost of the Honeywell Pond project, the Commission Engineer believes that the City should be able to take credit for that portion of the treatment being provided by the Pond.

Commissioner Black asked if the Commission has a policy about this regarding the ability for a city to claim part of the treatment for a project. Engineer Chandler responded no. Commissioner Black commented that the Commission would be setting a precedent with the decision on this project. There was discussion. Administrator Jester agreed that this decision would set a precedent and acknowledged that the Commission has not "shared the cost" of a CIP project with a city in the past. She remarked that the Commission should follow the same procedure for the Northwood Lake project in New Hope because New Hope is putting funding into that project as well. She added that she believes it is an appropriate practice for the Commission to collaborate with cities on CIP projects because it can result in larger, more significant projects and ultimately improved water quality.

There was more discussion. Mr. Asche clarified that the Douglas Drive project enhances the Honeywell Pond project. Mr. Oliver agreed and noted that without the City of Golden Valley's contribution to the Honeywell Pond project, there would not be a project. Mr. Asche said that from his standpoint as a city staff person, this approach seems positive because it is taking advantage of the projects and practices going on now and enhancing them. He said that with the Douglas Drive project, the Honeywell Pond project is enhanced and the result is an improved system along with the street reconstruction project and in his view this is positive.

Commissioner Black commented that it seems that the Commission set precedent by adopting MIDS, which has flexible treatment options. She said that by default, the Commission adopted more flexibility.

*[Commissioner Welch, City of Minneapolis, arrived].*

Commissioner Black moved to approve staff's recommendation on this project [approval of the project with the comments on page 4 of the memo]. Alternate Commissioner Jane McDonald Black seconded the motion. Upon a vote, the motion carried 8-0 [City of Minneapolis abstained from the vote.]

### **C. Phase II Environmental Site Assessment Work Plan for 2016CR-M: Bassett Creek Main Stem Erosion Repair Project**

#### **i. Consider Authorizing Submittal of Work Plan to MPCA**

Engineer Chandler reminded the Commission that it requested to see the work plan for review and approval prior to it being sent to the Minnesota Pollution Control Agency (MPCA) for its review and approval. She said that the work plan is in the meeting packet. Engineer Chandler reported that the work plan was based on the completed Phase I assessment. She noted that once the MPCA reviews and approves the Phase II work plan, and assuming that all of the access agreements will be in place, the soil sampling work can start.

Engineer Chandler summarized the work plan and noted it includes maps showing the location of the proposed sample sites. She added that a preliminary draft of the work plan went out to Administrator Jester, Commissioner Welch, Alternate Commissioner Goddard, and City of Minneapolis staff for their review. Engineer Chandler explained that their comments are included in this work plan.

Engineer Chandler asked the Commission to authorize the submittal of this work plan to the MPCA and noted that Dan Fetter of Barr Engineering is here to answer any questions about Phase II studies.

Chair de Lambert clarified that the work plan as provided reflects the additional work anticipated for the Phase II assessment, which is the topic of the next agenda item. Engineer Chandler confirmed that the work plan includes the additional work.

Commissioner Black asked what the \$9,000 cost increase for the Phase II covers. Engineer Chandler responded that at the time the feasibility study was prepared, it wasn't known what would need to be done for a Phase II, since that work was dependent on the results of the Phase I assessment. She explained that the original estimate for the Phase II was a best estimate based on what was known at that time. She continued, saying that the Phase I assessment has been completed and staff determined where samples will need to be collected. She added that the proposed sample sites include some private property sites. Engineer Chandler stated that the Phase II budget now includes scope for greater stakeholder involvement, including budget for a public meeting.

Administrator Jester pointed out that the Commission previously approved the feasibility study budget and scope, which stated that the scope and cost of the Phase II assessment was dependent on the Phase I results.

Mr. Fetter reported on results of the Phase I assessment and went into detail about the Phase II work plan. He reminded the Commission that the work plan should be reviewed through the MPCA Brownfield Program. Mr. Fetter and Engineer Chandler responded to questions. Mr. Fetter went into more detail about the MPCA's technical review of the work plan. He went through the timeline, noting that if the Commission approves the submittal of the work plan today, it could be submitted this week and typically the review takes about 30 days. Mr. Fetter anticipated field work starting in late January.

Commissioner Black moved to approve submitting the work plan. Commissioner Welch seconded the motion. Upon a vote, the motion carried 9-0.

Engineer Chandler asked for clarification that the Commission is agrees that staff can start the process of getting access agreements in place, even before the MPCA completes its review of the work plan.

Commissioner Welch moved to authorize the Administrator to work with the Commission Engineer, Legal Counsel, and the City of Minneapolis to begin negotiating access and use agreements with property owners before the MPCA completes its review of the Phase II work plan. Commissioner Black seconded the motion. Upon a vote, the motion carried 9-0.

**ii. Consider Approval of Increase to Phase II Budget**

Commissioner Welch moved to approve the addition of \$9,300 for the Phase II work plan budget for the Bassett Creek Main Stem Erosion Repair Project. Commissioner Black seconded the motion. Upon a vote, the motion carried 9-0.

**F. Consider Approval of Request from Metro Blooms to Act as Fiscal Agent for Metropolitan Council Grant**

Deferred to later in the meeting because the presenter had not yet arrived.

**B. Consider Approval of Revised Channel Maintenance Fund Policy**

Administrator Jester said that the Commission started discussing the revisions to the Channel Maintenance Fund policy at its November meeting, but then it became apparent that more information was needed. She said that she prepared the information in the memo in this month's meeting packet. She reminded the Commission that the TAC discussed proposed changes to the policy at two TAC meetings.

Administrator Jester walked the Commission through the memo and went into detail about the current way the Channel Maintenance funds are used. She talked in detail about the column labeled Unallocated Funds Remaining and defined these funds as the accumulated funds minus any funds that have been reimbursed and minus any funds that were requested and approved but not yet spent and reimbursed. She noted that staff will continue refining the data in the table.

Administrator Jester described the proposed changes to the Channel Maintenance Fund Policy, pointed out that the proposed revised policy No. 15 under "Strategies to Implement Policy," addresses the Commission's request that the Channel Maintenance Fund balance will be reviewed by the Commission. She read aloud strategy No. 15, "The balance of unallocated funds for each city will be reviewed by the Commission once every three years to ensure that total funding accumulated is not unreasonably high."

There was discussion about the policy and the proposed revisions.

Commissioner Black moved to approve the policy as presented. Commissioner Mueller seconded the motion. Commissioner Welch commented that he doesn't think this policy reflects the way the Commission should operate this fund because it divorces the Commission from spending the money. He added that with that being said, he supports the motion but would like to amend the motion. Upon Attorney Gilchrist's recommendation that the Commission take action to amend the motion, Commissioner Welch moved to amend the motion that the allocation as described in No. 15 in the policy returns to the Commission next year at its December meeting. Alternate Commissioner Scanlan seconded the motion to amend. Upon a vote to amend the motion, the motion carried 9-0 [Alternate Commissioner Scanlan voted on behalf of the City of Robbinsdale].

Commissioner Black requested the addition of the word "accumulated" after the word "unallocated" in No. 15. There were no objections to Commissioner Black's request. Upon a vote to the amended original motion, the motion carried 9-0. [Commissioner Sicora voted on behalf of the City of Robbinsdale].

**D. Receive Preview of New BCWMC Website**

Administrator Jester displayed the new website on the conference room's screen, and she walked the Commission through various pages in the site. She responded to questions and comments. Administrator Jester reported that staff recommends launching the new site on February 1. The Commission indicated consent. Administrator Jester said that staff plans to create a communications plan about the new site launch. The Commission requested that Administrator Jester add the plan into her Administrator's report for the January BCWMC meeting. Commissioners requested the ability to gain a username and password to further review the site prior to its official launch. Administrator Jester said that was probably possible but noted that they wouldn't be able to change the site's functionality but could make changes to content over time.

**F. Consider Approval of Request from Metro Blooms to Act as Fiscal Agent for Metropolitan Council Grant**

Administrator Jester explained that Metro Blooms is working with the Metropolitan Council and the Harrison Neighborhood Association to pursue a partnership to engage neighborhood youth and residents and to install best management practices (BMPs), particularly in the alleyways of the Harrison neighborhood. She said the installed BMPs would directly benefit the runoff to Bassett Creek from that area. Administrator Jester said that beyond the water quality benefits, there are community engagement, youth involvement, and education components to the project.

Administrator Jester reported that multiple sources of grant funds are being sought. She explained that one source of grant funds is from Metropolitan Council Environmental Services; however those funds cannot be granted to non-profits, so Metro Blooms has requested that the BCWMC be the fiscal agent for these funds in 2016. Administrator Jester pointed out that the project also is applying for a YouthPrise grant, which requires matching funds and the Met Council grant is a promising source of those matching funds. She added that the application deadline for the YouthPrise grant is January 8, 2016.

Administrator Jester introduced Becky Rice from Metro Blooms to talk more about the proposed project in the Harrison neighborhood and the Metro Bloom's request to the BCWMC. Ms. Rice spoke about the proposed project and reminded the Commission that it has participated in the past with Metro Blooms through the rain garden workshop program. She described the Blooming Alleys program and showed examples of project designs and talked about other projects currently underway.

Commissioner Black asked for more information on what would be involved for the Commission to act as the fiscal manager. Administrator Jester said that she envisions that the BCWMC would be the grantee of the Metropolitan Council funds and the BCWMC would, in turn, have an agreement with Metro Blooms. Commissioner Black asked what action is being asked of the Commission today. Administrator Jester responded that her request is for the Commission to authorize her to continue working with the Metropolitan Council, Metro Blooms, and the BCWMC's Legal Counsel to develop the grant application to the Metropolitan Council and subsequent agreement with Metro Blooms. She anticipated bringing the draft grant application and agreement with Metro Blooms to the January Commission meeting. Administrator Jester stated that the Commission needs to approve acting as the fiscal agent for the grant.

Various Commissioners offered comments and support for the project and the Commission's involvement because this area is underserved and would benefit greatly from the community engagement and youth work aspects of the project. Alternate Commissioner McDonald Black encouraged the Commission to consider being a funding partner on this project.

Commissioner Mueller moved to approve that the BCWMC serve as the fiscal agent for the Metropolitan Council Grant. Alternate Commissioner Scanlan seconded the motion.

Commissioner Welch asked for more information on the funding table included in the Commission's meeting packet. Administrator Jester explained that the table is a preliminary look at how the funding could be put together. She stated that for 2016 the BCWMC has \$3,000 earmarked for Metro Blooms within the Commission's education budget. Administrator Jester pointed out that the table in the meeting packet does not include costs for her time spent administering this project, which would be a cost incurred by the Commission. She estimated that the work would not take more than 10 hours of her time.

Commissioner Welch encouraged Administrator Jester and Ms. Rice to talk to the Commission Engineer about the hydrology of the proposed project area and whether the location is a good one for this project because the Commission would want to feel confident that the proposed project would not increase the migration of soil contaminants to Bassett Creek. There was discussion. The motion carried 9-0 [Alternate Commissioner Scanlan voted on behalf of the City of Robbinsdale].

#### **E. Receive Updates on Feasibility Studies for 2017: Plymouth Creek Restoration Project and Main Stem Erosion Repair Project**

Administrator Jester announced that she gave a presentation regarding the Main Stem Erosion Repair Project, with help from the City of Minneapolis and the BCWMC Commissioners from Minneapolis, to the Bryn Mawr and Harrison neighborhood associations. She stated that both meetings were well attended and had very engaged community members present. Administrator Jester reported that feedback from both meetings included the request that the BCWMC consider the navigability of the creek and to keep in mind that the rock vanes in the creek do not provide for very good navigability. She said that in general there was a lot of support for the project. Administrator Jester announced that she might be presenting to the Redevelopment Oversight Committee in January but the details have not been confirmed.

Administrator Jester communicated that the feasibility study for the Plymouth Creek Restoration Project will be submitted to the City of Plymouth staff this month and should come to the Commission for approval at its January meeting. She reminded the Commission of the public meeting it held on this project and that the residents attending had no large concerns. Administrator Jester explained that the original plan had been to share the draft feasibility study at a second public meeting, but she said she is reconsidering the plan. She stated that instead, it might be more beneficial if the Commission seeks public input early in the design phase.

The Commission discussed the fact that at the first public meeting the Commission announced that it would provide the public with the opportunity to comment on the draft feasibility study. The Commission directed Administrator Jester to bring the draft feasibility study to the Commission at its January meeting, to let the residents know where the Commission is in the process, and to seek resident feedback early in the design process if Mr. Asche agrees with that approach as he was absent from the meeting during this discussion.

## **6. COMMUNICATIONS**

### **A. Administrator:**

- i. Administrator Jester reported that the BCWMC has been awarded \$400,000 in Clean Water Fund grant money for the Northwood Lake project in New Hope. She said that staff will be developing a work plan, which should be ready for the Commission's February meeting. Administrator Jester said that the grant agreement will come to the Commission at its March meeting
- ii. Administrator Jester updated the Commission on the Minnesota Association of Watershed Districts (MAWD) conference that she attended.
- iii. Administrator Jester announced a change in recorder services effective February 1. She said that

the meetings will still be recorded, and she proposes that in the short term she prepare the meeting minutes. Administrator Jester suggested that the Administrative Services Committee set up a meeting for early in 2016 to consider options. She said that the current recorder has offered to continue other services to the BCWMC at a new rate effective February 1. Administrator Jester stated that these changes would require a contract change. Administrator Jester said that she will send out a Doodle poll to set up the Administrative Services meeting and an Education Committee meeting as well.

**B. Chair:**

- i. Chair de Lambert reminded the Commission that it will select officers at its February meeting.

**C. Commissioners:**

- i. Commissioner Mueller raised the topic of conducting the Administrator performance review and suggested that it be postponed. Chair de Lambert suggested that the Administrative Services Committee discuss this.
- ii. Commissioner Welch brought up the new buffer law and said that perhaps Administrator Jester or Attorney Gilchrist could present on the new law and its implications to the BCWMC at the Commission's January or February meeting.

**D. TAC Members:** No TAC Communications

**E. Committees:** No Committee Communications

**F. Legal Counsel:** No Legal Communications

**G. Engineer:**

- i. Engineer Chandler announced that the Schaper Pond Diversion project construction is complete and the baffle has been deployed. She said there will be a little restoration work occurring in spring 2016.
- ii. Engineer Chandler reported that Barr Engineering has moved to a new office location at: 4300 MarketPointe Drive, Suite 200, Minneapolis, MN 55435.
- iii. Engineer Chandler commended Commissioner Welch on his presentation on Data Practices at the MAWD meeting on behalf of Smith Partners.

**7. INFORMATION ONLY (Available at <http://www.bassettcreekwmo.org/Meetings/2015/2015-December/2015DecemberMeetingPacket.htm>)**

- A. CIP Project Update Chart
- B. Grant Tracking Summary and Spreadsheet
- C. Letter of Support for Metro Blooms Project
- D. New West Metro Water Alliance Website: [www.westmetroalliance.org](http://www.westmetroalliance.org)

**8. ADJOURNMENT**

Chair de Lambert adjourned the meeting at 11:11 a.m.

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Signature/Title	Date
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Signature/Title	Date
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Bassett Creek Watershed Management Commission General Account  
 General Fund (Administration) Financial Report  
 Fiscal Year: February 1, 2015 through January 31, 2016  
 MEETING DATE: January 21, 2016

(UNAUDITED) Item 4B.  
 BCWMC 1-21-16

<b>BEGINNING BALANCE</b>	<b>9-Dec-15</b>		<b>542,963.77</b>	
<b>ADD:</b>				
	<b>General Fund Revenue:</b>			
	Interest less Bank Fees	(7.96)		
	2016-17 Assessments-Prepaid			
	Minneapolis	32,885.00		
	Crystal	25,771.00		
	New Hope	25,627.00		
	City of Robbinsdale	Sochacki Trail Reimb	1,050.45	
	Met Council	Blue Line LRT Reimb	1,362.00	
	League of MN Cities	Insurance Dividend	2,051.00	
	Reimbursed Construction Costs		34,498.50	
		<b>Total Revenue and Transfers In</b>	<b>123,236.99</b>	
<b>DEDUCT:</b>				
	<b>Checks:</b>			
	2810	Barr Engineering	December Engineering	65,438.04
	2811	D'Amico Catering	January Meeting	132.01
	2812	Amy Herbert LLC	December Secretary	2,659.26
	2813	Kennedy & Graven	November Legal	1,034.80
	2814	Keystone Waters LLC	December Administrator	4,984.35
	2815	Wenck Associates	Dec Outlet Monitoring	139.65
	2816	City of Golden Valley	Financial Services	3,200.00
	2817	Metropolitan Council	Citizen Assist Monitor	3,500.00
Prepaid	2818	CNA Surety	Surety Bond 2016-17	100.00
		<b>Total Checks</b>	<b>81,188.11</b>	
<b>ENDING BALANCE</b>	<b>12-Jan-16</b>		<b>585,012.65</b>	



Bassett Creek Watershed Management Commission General Account  
 General Fund (Administration) Financial Report  
 Fiscal Year: February 1, 2015 through January 31, 2016  
 MEETING DATE: January 21, 2016

(UNAUDITED)

	2015 / 2016 BUDGET	CURRENT MONTH	YTD 2015 / 2016	BALANCE
<b>OTHER GENERAL FUND REVENUE</b>				
ASSESSMENTS TO CITIES-PREPAID		84,283.00	84,283.00	
ASSESSMENTS TO CITIES	490,345	0.00	490,342.00	3.00
PERMIT REVENUE	60,000	0.00	54,600.00	5,400.00
WOMP REIMBURSEMENT	5,000	0.00	4,500.00	500.00
TRANSFERS FROM LONG TERM FUND & CIP	35,000	0.00	0.00	35,000.00
<b>REVENUE TOTAL</b>	<b>590,345</b>	<b>84,283.00</b>	<b>633,725.00</b>	<b>40,903.00</b>
<b>EXPENDITURES</b>				
<b>ENGINEERING &amp; MONITORING</b>				
TECHNICAL SERVICES	120,000	6,149.73	103,478.78	16,521.22
DEV/PROJECT REVIEWS	65,000	4,345.00	48,755.95	16,244.05
NON-FEE/PRELIM REVIEWS	15,000	5,921.65	40,154.92	(25,154.92)
COMMISSION AND TAC MEETINGS	14,500	501.18	10,574.83	3,925.17
SURVEYS & STUDIES	20,000	462.50	22,109.17	(2,109.17)
WATER QUALITY/MONITORING	63,000	10,911.50	53,085.53	9,914.47
WATER QUANTITY	11,500	32.00	8,197.60	3,302.40
WATERSHED INSPECTIONS	1,000	0.00	0.00	1,000.00
ANNUAL FLOOD CONTROL INSPECTIONS	10,000	1,248.50	6,601.00	3,399.00
REVIEW MUNICIPAL PLANS	2,000	0.00	0.00	2,000.00
WOMP	17,000	1,232.15	14,499.09	2,500.91
<b>ENGINEERING &amp; MONITORING TOTAL</b>	<b>339,000</b>	<b>30,804.21</b>	<b>307,456.87</b>	<b>31,543.13</b>
<b>PLANNING</b>				
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	30,000	0.00	28,277.50	1,722.50
<b>PLANNING TOTAL</b>	<b>30,000</b>	<b>0.00</b>	<b>28,277.50</b>	<b>1,722.50</b>
<b>ADMINISTRATION</b>				
ADMINISTRATOR	62,000	4,984.35	55,245.67	6,754.33
LEGAL COSTS	18,500	1,034.80	10,440.45	8,059.55
AUDIT, INSURANCE & BONDING	15,500	0.00	13,081.00	2,419.00
FINANCIAL MANAGEMENT	3,200	3,200.00	3,200.00	0.00
DIGITIZE HISTORIC PAPER FILES	2,500	0.00	0.00	2,500.00
MEETING EXPENSES	2,500	132.01	1,564.13	935.87
ADMINISTRATIVE SERVICES	32,000	2,709.24	28,571.53	3,428.47
<b>ADMINISTRATION TOTAL</b>	<b>136,200</b>	<b>12,060.40</b>	<b>112,102.78</b>	<b>24,097.22</b>
<b>OUTREACH &amp; EDUCATION</b>				
PUBLICATIONS/ANNUAL REPORT	4,000	0.00	1,430.00	2,570.00
WEBSITE	12,000	0.00	9,753.85	2,246.15
PUBLIC COMMUNICATIONS	3,000	0.00	2,270.42	729.58
EDUCATION AND PUBLIC OUTREACH	17,000	0.00	12,745.31	4,254.69
WATERSHED EDUCATION PARTNERSHIPS	15,500	3,500.00	10,700.00	4,800.00
<b>OUTREACH &amp; EDUCATION TOTAL</b>	<b>51,500</b>	<b>3,500.00</b>	<b>36,899.58</b>	<b>14,600.42</b>
<b>MAINTENANCE FUNDS</b>				
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
<b>MAINTENANCE FUNDS TOTAL</b>	<b>50,000</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>
<b>TMDL WORK</b>				
TMDL STUDIES	0	0.00	0.00	0.00
TMDL IMPLEMENTATION REPORTING	20,000	225.00	9,558.00	10,442.00
<b>TMDL WORK TOTAL</b>	<b>20,000</b>	<b>225.00</b>	<b>9,558.00</b>	<b>10,442.00</b>
<b>TOTAL EXPENSES</b>	<b>626,700</b>	<b>46,589.61</b>	<b>494,294.73</b>	<b>132,405.27</b>

**BCWMC Construction Account**  
**Fiscal Year: February 1, 2015 through January 31, 2016**  
**January 2016 Financial Report**

**(UNAUDITED)**

Cash Balance 12/9/15				
Cash		2,656,531.25		2,656,531.25
	<b>Total Cash</b>			
Ally Bk Midvale Utah C/D (9/25/2017 1.25%)		248,000.00		
Capital One Bk-McLean VA C/D (9/25/2017 1.15%)		248,000.00		
Capital One Bk-Glen Allen VA C/D (9/25/2017 1.15%)		248,000.00		
Key Bk Natl Assn Ohio C/D (10/02/2017 1.15%)		248,000.00		
	<b>Total Investments</b>		992,000.00	
	<b>Total Cash &amp; Investments</b>			3,648,531.25
<b>Add:</b>				
Interest Revenue (Bank Charges)		(55.21)		
State of MN - Market Value Homestead Credit		2.07		
	<b>Total Revenue</b>			(53.14)
<b>Less:</b>				
CIP Projects Levied - Current Expenses - TABLE A		(225.00)		
Proposed & Future CIP Projects to Be Levied - Current Expenses - TABLE B		(21,918.50)		
	<b>Total Current Expenses</b>			(22,143.50)
	<b>Total Cash &amp; Investments On Hand</b>		<b>01/12/16</b>	<b>3,626,334.61</b>
Total Cash & Investments On Hand		3,626,334.61		
CIP Projects Levied - Budget Remaining - TABLE A		(3,361,369.08)		
<b>Closed Projects Remaining Balance</b>		<b>264,965.53</b>		
2012 - 2014 Anticipated Tax Levy Revenue - TABLE C		7,123.77		
2015 Anticipated Tax Levy Revenue - TABLE C		5,157.95		
<b>Anticipated Closed Project Balance</b>		<b>277,247.25</b>		
Proposed & Future CIP Project Amount to be Levied - TABLE B		1,633,070.00		

**TABLE A - CIP PROJECTS LEVIED**

	Approved Budget	Current Expenses	2015 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget
Plymouth Creek Channel Restoration (2010 CR)	965,200.00	0.00	5,350.56	939,039.17	26,160.83
CLOSED JUNE 2015					(26,160.83)
Wisc Ave/Duluth Street-Crystal (2011 CR)	580,200.00	0.00	0.00	580,200.00	0.00
Wirth Lake Outlet Modification (WTH-4)(2012)	202,500.00	0.00	0.00	201,513.94	986.06
5/13 Increase Budget - \$22,500					
Main Stem Irving Ave to GV Road (2012 CR)	856,000.00	225.00	678,611.05	857,065.00	(1,065.00)
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)	990,000.00	0.00	25,866.35	127,501.84	862,498.16
<b>2014</b>					
Schaper Pond Enhance Feasibility/Project (SL-1)(SL-3)	612,000.00	0.00	0.00	89,594.90	522,405.10
Briarwood / Dawnview Nature Area (BC-7)	250,000.00	0.00	0.00	19,598.09	230,401.91
Twin Lake Alum Treatment Project (TW-2)	163,000.00	0.00	432.00	24,225.65	138,774.35
<b>2015</b>					
Main Stem 10th to Duluth (CR2015)	1,503,000.00	0.00	68,862.65	80,042.00	1,422,958.00
	<u>6,317,900.00</u>	<u>225.00</u>	<u>779,122.61</u>	<u>2,930,370.09</u>	<u>3,361,369.08</u>

**TABLE B - PROPOSED & FUTURE CIP PROJECTS TO BE LEVIED**

	Approved Budget - To Be Levied	Current Expenses	2015 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget
<b>2016</b>					
Bryn Mawr Meadows (BC-5)	0.00	0.00	0.00	5,282.80	(5,282.80)
Honeywell Pond Expansion (BC-4)	810,930.00	192.00	6,442.53	13,904.48	797,025.52
Northwood Lake Pond (NL-1)	822,140.00	0.00	11,020.60	16,139.35	806,000.65
2016 Project Totals	1,633,070.00	192.00	17,463.13	35,326.63	1,597,743.37
<b>2017</b>					
Main Stem Cedar Lk Rd to Dupont (2017 CR-M)		9,525.00	30,983.88	30,983.88	(30,983.88)
Plymouth Creek Restoration (CR-P)		12,201.50	33,700.13	33,700.13	(33,700.13)
2017 Project Totals	0.00	21,726.50	64,684.01	64,684.01	(64,684.01)
Total Proposed & Future CIP Projects to be Levied	1,633,070.00	21,918.50	82,147.14	100,010.64	1,533,059.36

**BCWMC Construction Account**

Fiscal Year: February 1, 2015 through January 31, 2016

(UNAUDITED)

**January 2016 Financial Report****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
2015 Tax Levy	1,000,000.00		1,000,000.00		994,842.05	994,842.05	5,157.95	1,000,000.00
2014 Tax Levy	895,000.00	(2,576.10)	892,423.90		2,883.00	887,420.42	5,003.48	895,000.00
2013 Tax Levy	986,000.00	(13,785.61)	972,214.39		160.89	970,909.87	1,304.52	986,000.00
2012 Tax Levy	762,010.00	(5,103.74)	756,906.26		(532.85)	756,090.49	815.77	762,010.00
2011 Tax Levy	863,268.83	(8,962.04)	854,306.79		(83.48)	854,223.31	83.48	862,400.00
2010 Tax Levy	935,298.91	(9,027.10)	926,271.81		274.76	926,546.57	(274.76)	935,000.00
				<u>0.00</u>			<u>12,090.44</u>	

**OTHER PROJECTS:**

	Approved Budget	Current Expenses / (Revenue)	2015 YTD Expenses / (Revenue)	INCEPTION To Date Expenses / (Revenue)	Remaining Budget
<b>TMDL Studies</b>					
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	254,000.00	0.00	0.00	156,117.37	97,882.63
<b>Annual Flood Control Projects:</b>					
Flood Control Emergency Maintenance	500,000.00	0.00	0.00	0.00	500,000.00
Flood Control Long-Term Maintenance	623,373.00	12,355.00	85,887.19	129,082.67	494,290.33
Sweeney Lake Outlet (2012 FC-1)	250,000.00	0.00	0.00	179,742.18	70,257.82
<b>Annual Water Quality</b>					
Channel Maintenance Fund	300,000.00	0.00	26,777.35	121,242.95	178,757.05
Total Other Projects	1,927,373.00	12,355.00	112,664.54	586,185.17	1,341,187.83

Cash Balance 12/9/15		1,110,136.18
Add:		
Transfer from GF		0.00
MPCA Grant-Sweeney Lk		0.00
Less:		
Current (Expenses)/Revenue	(12,355.00)	
Ending Cash Balance	01/12/16	<u>1,097,781.18</u>
Additional Capital Needed		<u>(243,407)</u>

Bassett Creek Construction Project Details

1/13/2016

CIP Projects Levied

	Total	2010	2011	2012	2012	2013	2013	2014	2014	2014	2015
CIP Projects Levied	Plymouth Creek Channel Restoration (2010 CR)	Wisc Ave (Duluth Str)- Crystal (GV)	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)	Main Stem - 10th Ave to Duluth (CR2015)	
Original Budget	6,295,400	965,200	580,200	180,000	856,000	196,000	990,000	612,000	250,000	163,000	1,503,000
Added to Budget	(3,661)	(26,160.83)		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	70,922.97	30,887.00	34,803.97	2,910.00	1,720.00		602.00				
Feb 2011 - Jan 2012	977,285.99	825,014.32	9,109.50	22,319.34	71,647.97	1,476.00	8,086.37	39,632.49			
Feb 2012 - Jan 2013	153,174.66	47,378.09	9,157.98	4,912.54	20,424.16	2,964.05	61,940.82	4,572.97	152.80	1,671.25	
Feb 2013 - Jan 2014	819,686.41	135.00	527,128.55	171,341.06	42,969.42	6,511.95	31,006.30	19,079.54	6,477.29	13,678.55	1,358.75
Feb 2014 - Jan 2015	99,265.75			31.00	41,692.40			26,309.90	12,968.00	8,443.85	9,820.60
Feb 2015-Jan 2016	779,122.61	5,350.56			678,611.05		25,866.35			432.00	68,862.65
Total Expenditures:	2,930,370.09	939,039.17	580,200.00	201,513.94	857,065.00	11,589.50	127,501.84	89,594.90	19,598.09	24,225.65	80,042.00
Project Balance	3,361,369.08			986.06	(1,065.00)	184,410.50	862,498.16	522,405.10	230,401.91	138,774.35	1,422,958.00

	Total	2010	2011	2012	2012	2013	2013	2014	2014	2014	2015
CIP Projects Levied	Plymouth Creek Channel Restoration (2010 CR)	Wisc Ave (Duluth Str)- Crystal (GV)	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)	Main Stem - 10th Ave to Duluth (CR2015)	
Project Totals By Vendor											
Barr Engineering	384,635.60	47,863.10	48,811.20	30,565.19	102,508.38	6,338.95	28,670.54	75,251.50	13,089.74	15,712.00	15,825.00
Kennedy & Graven	16,246.65	2,120.10	1,052.50	2,225.15	1,862.25	1,200.55	2,471.95	993.40	1,038.35	1,058.65	2,223.75
City of Golden Valley	753,797.11		526,318.80	165,485.06							61,993.25
City of Minneapolis	786,775.66				736,882.66		49,893.00				
City of Plymouth	892,360.77	866,494.42					25,866.35				
Blue Water Science	3,900.00									3,900.00	
S E H											
Misc											
2.5% Admin Transfer	92,654.30	22,561.55	4,017.50	3,238.54	15,811.71	4,050.00	20,600.00	13,350.00	5,470.00	3,555.00	
Transfer to General Fund											
Total Expenditures	2,930,370.09	939,039.17	580,200.00	201,513.94	857,065.00	11,589.50	127,501.84	89,594.90	19,598.09	24,225.65	80,042.00

	Total	2010	2011	2012	2012	2013	2013	2014	2014	2014	2015
CIP Projects Levied	Plymouth Creek Channel Restoration (2010 CR)	Wisc Ave (Duluth Str)- Crystal (GV)	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)	Main Stem - 10th Ave to Duluth (CR2015)	
Levy/Grant Details											
2009/2010 Levy	902,462	902,462									
2010/2011 Levy	160,700		160,700								
2011/2012 Levy	762,010			83,111	678,899						
2012/2013 Levy	986,000					162,000	824,000				
2013/2014 Levy	895,000						534,000	218,800	142,200		
2014/2015 Levy	1,000,000										1,000,000
2015-2016 Levy											
Construction Fund Balance	1,384,228	62,738	419,500	21,889	177,101	34,000	166,000				503,000
BWSR Grant- BCWMO	504,750	212,250		75,000	217,500						
MPCA Grant-CWPGrant											
Total Levy/Grants	6,595,150	1,177,450	580,200	180,000	1,073,500	196,000	990,000	534,000	218,800	142,200	1,503,000

BWSR Final

BWSR Grants Received 4/8/13 67,500 108,750  
 FY11 Competitive Grant Program - received \$7500 on 11/6/14  
 MPCA Grant-CWP (Total \$300,000)

Bassett Creek Construction Project Details

Bassett Creek Construction Project Details

Proposed & Future CIP Projects (to be Levied)

Other Projects

	Proposed & Future CIP Projects (to be Levied)						MPCA Grant From GF	Other Projects							Totals - All Projects
	Total Proposed & Future CIP Projects (to be Levied)	2016 Bryn Mawr Meadows	2016 Honeywell Pond Expansion (BC-4)	2016 Northwood Lake Pond (NL-1)	2017 Main Stem-Cerar Lk Rd to Dupont (2017 CR-M)	2017 Plymouth Creek Restoration (2017 CR-P)		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	
<b>Original Budget Added to Budget</b>	1,633,070		810,930	822,140				1,647,373.00	105,000.00	119,000.00	500,000.00	748,373.00 (250,000.00)	250,000.00	175,000.00	9,575,843.00 (3,660.83) 163,870.64 280,000.00
<b>Expenditures:</b>															
Feb 2004 - Jan 2005								6,949.19				3,954.44		2,994.75	637.50
Feb 2005 - Jan 2006							10,249.09	637.20			9,611.89			6,949.19	
Feb 2006 - Jan 2007							113,141.44	23,486.95	89,654.49					10,249.09	
Feb 2007 - Jan 2008							117,455.33	31,590.12	47,041.86					113,141.44	
Feb 2008 - Jan 2009							76,184.64	31,868.63	44,316.01					138,409.58	
Feb 2009 - Jan 2010							45,375.25	15,005.25	25,920.00					85,504.59	
Feb 2010 - Jan 2011							12,656.65	168.00	5,290.50		4,450.00			116,298.22	
Feb 2011 - Jan 2012							21,094.00	3,194.00			7,198.15		17,900.00	989,942.64	
Feb 2012 - Jan 2013							174,826.03	1,815.00			168,094.03			174,268.66	
Feb 2013 - Jan 2014		5,282.80	7,461.95	5,118.75	30,983.88	33,700.13	59,459.65							994,512.44	
Feb 2014 - Jan 2015	17,863.50		6,442.53	11,020.60			12,664.54							176,588.90	
Feb 2015-Jan 2016	82,147.14													26,777.35	
<b>Total Expenditures:</b>	<b>100,010.64</b>	<b>5,282.80</b>	<b>13,904.48</b>	<b>16,139.35</b>	<b>30,983.88</b>	<b>33,700.13</b>	<b>750,055.81</b>	<b>107,765.15</b>	<b>212,222.86</b>	<b></b>	<b>129,082.67</b>	<b>179,742.18</b>	<b>121,242.95</b>	<b>3,780,436.54</b>	
<b>Project Balance</b>	1,533,059.36	(5,282.80)	797,025.52	806,000.65	(30,983.88)	(33,700.13)	1,341,187.83	27,234.85	70,647.78	500,000.00	494,290.33	70,257.82	178,757.05	6,235,616.27	
<b>Project Totals By Vendor</b>															
Barr Engineering	97,990.79	5,282.80	13,108.48	14,915.50	30,983.88	33,700.13	324,837.83	104,888.70	94,948.17		106,991.06	18,009.90		807,464.22	
Kennedy & Graven	2,019.85		796.00	1,223.85			7,011.99	1,164.30	2,902.59		1,099.35	1,461.15	384.60	25,278.49	
City of Golden Valley							215,558.63					160,271.13	55,287.50	969,355.74	
City of Minneapolis							26,747.50						26,747.50	813,523.16	
City of Plymouth							38,823.35							931,184.12	
Blue Water Science							105,590.36				3,992.26			3,900.00	
S E H							14,486.15	1,712.15	101,598.10					105,590.36	
Misc									12,774.00					14,486.15	
2.5% Admin Transfer														92,654.30	
Transfer to General Fund							17,000.00				17,000.00			17,000.00	
<b>Total Expenditures</b>	<b>100,010.64</b>	<b>5,282.80</b>	<b>13,904.48</b>	<b>16,139.35</b>	<b>30,983.88</b>	<b>33,700.13</b>	<b>750,055.81</b>	<b>107,765.15</b>	<b>212,222.86</b>	<b></b>	<b>129,082.67</b>	<b>179,742.18</b>	<b>121,242.95</b>	<b>3,780,436.54</b>	
<b>Levy/Grant Details</b>															
2009/2010 Levy							163,870.64		163,870.64					902,462	
2010/2011 Levy							60,000.00	10,000			25,000		25,000	220,700	
2011/2012 Levy							60,000.00	10,000			25,000		25,000	822,010	
2012/2013 Levy							60,000.00	10,000			25,000		25,000	1,046,000	
2013/2014 Levy							50,000.00				25,000		25,000	945,000	
2014/2015 Levy															
2015-2016 Levy															
Construction Fund Balance															
BWSR Grant- BCWMO											25,000		25,000	1,434,228	
MPCA Grant-CWPGGrant	75,000			75,000										504,750	
<b>Total Levy/Grants</b>	<b>75,000</b>			<b>75,000</b>			<b>443,870.64</b>	<b>30,000</b>	<b>163,870.64</b>	<b></b>	<b>125,000</b>	<b></b>	<b>125,000</b>	<b>5,875,150</b>	

## RECORDING SECRETARY SERVICE AGREEMENT

THIS AGREEMENT is made effective as of the 1<sup>st</sup> day of February 2016, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and Amy Herbert (the “Contractor”).

1. Contractor will perform the following services under this Agreement, together with such other administrative and secretarial services as may be assigned from time to time:
  - Collate, print, mail, and post monthly meeting materials
  - Notice all Commission meetings and maintain the online meeting calendar
  - Coordinate public meeting notice publication
  - Develop and submit press releases
  - Manage the BCWMC’s website and Facebook page, including content development and coordination
  - Maintain official Commission paper files

2. COMPENSATION. Contractor will be paid for services at the rate of \$62 per hour. Necessary travel time will be paid from the Bloomington office of Barr Engineering.

Contractor will be reimbursed for actual, reasonable and necessary out-of-pocket expenses including postage, photocopies, audiotapes, travel (at the current IRS rate for privately owned automobiles; travel includes mileage for trips to and from regular Commission meetings), and printing. Travel outside of the Minneapolis/St. Paul metropolitan area and overnight accommodations must have the prior approval of the Commission. Meeting and meal expenses (other than meetings of the Commission) must have the prior approval of the Commission. Reimbursable expenses may be charged through Barr Engineering (provided Barr Engineering is willing to do so) or directly by Contractor. The Commission may specify vendors to be used by Contractor for reimbursable expenses, which vendors may include Barr Engineering, member cities, or other entities.

3. PAYMENT. Contractor will submit monthly invoices for services providing detailed time records of services provided and time spent and receipts for reimbursable expenses that are not billed to the Commission by Barr Engineering.

Invoices and records, together with supporting information, shall be submitted in a form acceptable to the Commission. The Commission will pay invoices within 45 days of receipt thereof. Invoices received by the first Thursday of the month will ordinarily be authorized for payment at that month’s regular meeting.

4. TERM AND TERMINATION. This Agreement shall continue in effect indefinitely unless terminated in accordance with this Agreement. This Agreement may be terminated by either party at any time, and for any reason, on 35 days’ written notice.

5. **SUBSTITUTION AND ASSIGNMENT.** Services provided by Contractor will generally be performed by Amy Herbert. Upon approval by the Commission, the Contractor may substitute other persons to perform the services set forth in this Agreement. No assignment of this Agreement shall be permitted without a prior written amendment signed by the Commission and the Contractor.
6. **AMENDMENTS.** No amendments to this Agreement may be made except in writing signed by both parties.
7. **INDEPENDENT CONTRACTOR.** The Contractor (including the Contractor's employees, if any) is not an employee of the Commission. Contractor will act as independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the Commission. Contractor shall not be considered an employee of the Commission for any purpose including, but not limited to: income tax withholding; workers' compensation; unemployment compensation; FICA taxes; liability for torts; and eligibility for benefits.

Contractor will not be provided with a place of business and will retain control over the manner and means of the services provided as an independent contractor. Contractor will provide, at Contractor's expense, necessary office space, transportation, computer capability, an internet email address, a recording device for Commission meetings and incidental office supplies.

8. **DATA PRACTICES AND RECORDS.** All records, information, materials and other work product, in written, electronic, or any other form, developed in connection with providing services under this Agreement shall be the exclusive property of the Commission. All such records shall be maintained with the records of the Commission and in accordance with the instructions of the Commission. The Contractor will comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Commission will provide such advice and legal services as are necessary to comply with such laws and regulations as they relate to the data maintained by the Commission.
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10. **AUDIT.** The Contractor agrees that the Commission, the State Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, and records that are relevant to and involve transactions relating to this Agreement.





**BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION**

By: \_\_\_\_\_  
Jim de Lambert, Chair Date

By: \_\_\_\_\_  
Jacob Millner, Secretary Date

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**BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION**

By: \_\_\_\_\_  
Jim de Lambert, Chair Date

By: \_\_\_\_\_  
Jacob Millner, Secretary Date

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**BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION**

By: \_\_\_\_\_  
Jim de Lambert, Chair Date

By: \_\_\_\_\_  
Jacob Millner, Secretary Date



Item 4F.  
BCWMC 1-21-16

PRINCIPALS

Thomas M. Montague, CPA  
Thomas A. Karnowski, CPA  
Paul A. Radosevich, CPA  
William J. Lauer, CPA  
James H. Eichten, CPA  
Aaron J. Nielsen, CPA  
Victoria L. Holinka, CPA

January 4, 2016

Ms. Sue Virnig, Treasurer  
Bassett Creek Watershed  
Management Commission  
City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, MN 55427

Dear Ms. Virnig:

Enclosed are two copies of an engagement letter which explains and confirms the basic services we expect to perform in conjunction with your upcoming audit.

Assuming the letter adequately describes the services you desire, please sign both copies, return one to our office, and keep the other copy for your files.

Please do not hesitate to contact me if you believe the letter should be modified or if you have any questions.

Sincerely,

MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO., P.A.

A handwritten signature in cursive script that reads "William J. Lauer".

William J. Lauer, CPA  
Principal

WJL:kch

Enclosures

Malloy, Montague, Karnowski, Radosevich & Co., P.A.

5353 Wayzata Boulevard • Suite 410 • Minneapolis, MN 55416 • Telephone: 952-545-0424 • Telefax: 952-545-0569 • www.mmkr.com



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January 4, 2016

To the Board of Commissioners and Management of the  
Bassett Creek Watershed Management Commission  
City of Golden Valley  
7800 Golden Valley Road  
Golden Valley, MN 55427

Dear Board of Commissioners and Management:

We are pleased to confirm our understanding of the services we are to provide the Bassett Creek Watershed Management Commission (the Commission) for the year ended January 31, 2016. We will audit the financial statements of the governmental activities, each major fund, and the budgetary comparison for the General Fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Commission as of and for the year ended January 31, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Commission's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The MD&A is required by accounting principles generally accepted in the United States of America and, if the Commission elects to prepare an MD&A, it will be subjected to certain limited procedures, but will not be audited.

The introductory section accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

We will perform the required State Legal Compliance Audit conducted in accordance with auditing standards generally accepted in the United States of America and the provisions of the *Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statute § 6.65, and will include such tests of the accounting records and other procedures we consider necessary to enable us to conclude that, for the items tested, the Commission has complied with the material terms and conditions of applicable legal provisions.

Malloy, Montague, Karnowski, Radosevich & Co., P.A.

5353 Wayzata Boulevard • Suite 410 • Minneapolis, MN 55416 • Telephone: 952-545-0424 • Telefax: 952-545-0569 • www.mmkr.com

We will also prepare a management report for the Board of Commissioners and administration. This report will communicate such things as our concerns regarding accounting procedures or policies brought to our attention during our audit, along with recommendations for improvements. The report will also contain certain financial comparisons and analysis, and other information of interest.

Our services will not include an audit in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), which would only be required if the Commission expended \$750,000 or more in federal assistance funds during the year. If the Commission is required to have a Single Audit of federal assistance funds, this engagement letter would need to be modified.

### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Commission and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Commission's financial statements. Our report will be addressed to management and the Board of Commissioners of the Commission. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If, during our audit, we become aware that the Commission is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by auditing standards generally accepted in the United States of America.

### **Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Commission's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Commission in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, typing all cash or other confirmations we request, and locating any invoices selected by us for testing, will be discussed and coordinated with you.

We will provide copies of our reports to the Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carryout oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MMKR personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit shortly after the end of your fiscal year and to issue our reports prior to June 30, 2016. William J. Lauer, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$10,050. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If we find that additional audit procedures are required, or if additional services are requested by the Commission, those services will be billed at our standard hourly rates. Additional audit procedures might be required for certain accounting issues or events, such as new contractual agreements, transactions and legal requirements of new bond issues, new funds, major capital projects, new tax increment districts, if there is an indication of misappropriation or misuse of public funds, or if significant difficulties are encountered due to the lack of accounting records, incomplete records, or turnover in the Commission's staff.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If you intend to publish or otherwise reproduce the financial statements, such as in a bond statement, and make reference to our firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the year, you might request additional services such as routine advice, assistance in implementing audit recommendations, review of your projections or budgets, and other similar projects. Independence standards allow us to perform these routine services; however, it is important that you understand that we are not allowed to make management decisions, perform management functions, nor can we audit our own work or provide nonaudit services that are significant to the subject matter of the audit.

Please be aware that e-mail is not a secure method of transmitting data. It can be intercepted, read, and possibly changed. Due to the large volume of e-mails sent daily, the likelihood of someone intercepting your e-mail is relatively small, but it does exist. We will communicate with you via e-mail, if you are willing to accept this risk.

To ensure that MMKR's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.



If a dispute occurs related in any way to our services, our firm and the Commission agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve it. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorney fees and costs of the mediation. Participation in such mediation shall be a condition to either of us initiating litigation. To allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute.

The mediation shall be confidential in all respects, as allowed or required by law, except that our final settlement positions at mediation shall be admissible in litigation solely to determine the identity of the prevailing party for purposes of the awarding of attorney fees.

We both recognize the importance of performing our obligations under this agreement in a timely way and fully cooperating with the other. In the event that either of us fails to timely perform or fully cooperate, the other party may, in its sole discretion, elect to suspend performance or terminate the agreement regardless of the prejudice to the other person. We agree we will give 10 days' written notice of an intent to suspend or terminate, specifying the grounds for our decision, and will give the other an opportunity to cure the circumstances cited as grounds for that decision. In the event of suspension or termination, all fees and costs are immediately due on billing.

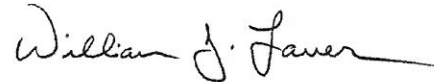
We agree that it is important that disputes be discussed and resolved promptly. For that reason, we agree that, notwithstanding any other statutes of limitations or court decisions concerning them, all claims either of us may have will be barred unless brought within one year of the date the complaining party first incurs any damage of any kind, whether discovered or not, related in any way to acts or omissions of the other party, whether or not the complaining party seeks recovery for that first damage and whether or not we have continued to maintain a business relationship after the first damage occurred. Notwithstanding anything in this letter to the contrary, we agree that regardless of where the Commission is located, or where this agreement is physically signed, this agreement shall have been deemed to have been entered into at our office in Hennepin County, Minnesota, and Hennepin County shall be the exclusive venue and jurisdiction for resolving disputes related to this agreement. This agreement shall be interpreted and governed under the laws of Minnesota.

When requested, *Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO., P.A.



William J. Lauer, CPA  
Principal

WJL:kch

Response:

This letter correctly sets forth the understanding of the Bassett Creek Watershed Management Commission.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



Item 4G.  
BCWMC 1-21-16

# Financial Report

2012 - Clean Water Assistance

Grant Title: 2012 - Clean Water Assistance - Bassett Creek WMO (WMO)

Grant ID: C13-5436

Organization: Bassett Creek WMC

Grant Revenue	Amount
Total Awarded	\$217,500.00

## Grant Expenditures

Grant Activity Category	Amount
Technical/Engineering Assistance	\$20,000.00
Streambank or Shoreline Protection	\$193,000.00
Administration/Coordination	\$500.00
Project Development	\$4,000.00
Total Spent	\$217,500.00
Returned Amount	\$0.00
Balance Remaining	\$0.00
Percent Spent	100%

*This is to certify that the information is a true and accurate representation of the grant program accounts for the 2012 - Clean Water Assistance - Bassett Creek WMO (WMO)- Bassett Creek WMC. We believe our records are complete and subject to an audit.*

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

***Please forward this completed form to your Board Conservationist.***

***If returning program funds, please use the Returned Check form.***

***Make checks payable and mail to:  
Board of Water and Soil Resources  
520 Lafayette Road N.  
St. Paul, MN 55155***



## Bassett Creek Watershed Management Commission

### RESOLUTION NO. 16-01

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

A RESOLUTION APPROVING THE REIMBURSEMENT TO THE BASSETT CREEK WATERSHED MANAGEMENT COMMISSION 2.5% OF THE TAX LEVY REQUEST TO HENNEPIN COUNTY FOR COLLECTION IN 2015, FOR ADMINISTRATIVE EXPENSES FOR CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS AND APPROVING THE TRANSFER OF THE FUNDS FROM THE CIP ACCOUNT TO THE ADMINISTRATIVE ACCOUNT

BE IT RESOLVED by the Bassett Creek Watershed Management Commission of the Cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, and St. Louis Park that:

1. The Bassett Creek Watershed Management Commission (BCWMC) will be reimbursed \$25,000, which is 2.5% of the BCWMC's September 2014 tax request in the amount of \$1,000,000 to Hennepin County for collection in 2015, for administrative expenses for Capital Improvement Projects.
2. The Bassett Creek Watershed Management Commission directs its Deputy Treasurer to transfer the reimbursed funds from the Commission's CIP Account to its Administrative Account.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

The motion for adoption of the foregoing resolution was seconded by Member \_\_\_\_\_ and upon a vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following voted against the same \_\_\_\_\_ whereupon said resolution was declared duly passed and adopted.



Item 4J.  
BCWMC 1-21-16

## Bassett Creek Watershed Management Commission

### RESOLUTION NO. 16-02

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

A RESOLUTION APPROVING THE TRANSFER OF BASSETT CREEK WATERSHED MANAGEMENT COMMISSION FUNDS FROM THE ADMINISTRATIVE ACCOUNT TO THE EROSION/SEDIMENT (CHANNEL MAINTENANCE) ACCOUNT AND LONG-TERM MAINTENANCE ACCOUNT

BE IT RESOLVED by the Bassett Creek Watershed Management Commission that:

1. \$25,000 will be transferred from the Bassett Creek Watershed Management Commission's Administrative Account to the Erosion/Sediment (Channel Maintenance Fund) account.
2. \$18,400 will be transferred from the Bassett Creek Watershed Management Commission's Administrative Account to the Long-Term Maintenance account which equals the annual \$25,000 transfer amount less the cost of the 2015 inspections of the BCWMC Flood Control Project of \$6,600

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

The motion for adoption of the foregoing resolution was seconded by Member \_\_\_\_\_ and upon a vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following voted against the same \_\_\_\_\_ whereupon said resolution was declared duly passed and adopted.



## Memorandum

**To:** Bassett Creek Watershed Management Commission (BCWMC)  
**From:** Karen Chandler and Karen Wold  
**Subject:** Item 5A. Blue Line LRT – Process for Wetland Conservation Act (WCA) Decisions  
BCWMC January 21, 2016 Meeting Agenda  
**Date:** January 13, 2016

### Item 5A. Blue Line LRT – Process for Wetland Conservation Act (WCA) Decisions

#### Recommendations:

- i. Approve Notice of Decision for Blue Line LRT wetland boundaries and types (Attachment F)
- ii. Discuss future decision points regarding Blue Line LRT WCA tasks

#### Background

The BCWMC is the Local Government Unit (LGU) responsible for administration of the Minnesota Wetland Conservation Act (WCA) for projects within the Bassett Creek Watershed in the cities of Robbinsdale, Medicine Lake, and St. Louis Park. For general information about WCA, see fact sheet in Attachment A from the Minnesota Board of Water and Soil Resources (BWSR) website.

As the LGU, the BCWMC must follow Notice of Application and Notice of Decision procedures for WCA applications. This ensures adherence to the decision-notification timeline established by Minnesota Statute 15.99 (MS 15.99) and allows for the appeal process, if necessary. According to MS 15.99, an agency must approve or deny a completed application within 60 days of submittal. See statute and rules (MN Rules 8420) here:

- <https://www.revisor.mn.gov/statutes/?id=15.99>
- <https://www.revisor.mn.gov/rules/?id=8420.0255>

Important timelines within the WCA process include:

- Within 15 business days of receiving an application, the LGU must determine if an application is complete. If the application is incomplete, the permit applicant needs to be notified of missing items within 15 business days of receiving an application. Within 15 business days of receiving a complete application, the LGU needs to send the application, along with a Notice of Application, to the Technical Evaluation Panel (TEP), United States Army Corps of Engineers (USACE), applicant, and agent as well as individual members of the public who request a copy for comments. Representatives and individuals receiving the application will have at least 15 business days from the date of receiving the Notice of Application to provide comments to the LGU.
- Within the comment period, the TEP may meet to discuss the project or to review wetland boundaries. If appropriate, the LGU will prepare TEP Findings reports and obtain TEP signatures.

**To:** Bassett Creek Watershed Management Commission (BCWMC)  
**From:** Karen Chandler and Karen Wold  
**Subject:** Item 5A. Blue Line LRT – Process for Wetland Conservation Act (WCA) Decisions  
BCWMC January 21, 2016 Meeting Agenda  
**Date:** January 13, 2016  
**Page:** 2

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- The LGU must make a decision within 60 days of receiving the complete application. If the 60-day timeframe cannot be met, a written extension must be provided to the applicant prior to the end of the 60-day period, with an explanation of why an extension is needed.
- A decision is documented with a Notice of Decision. The Notice of Decision must be sent to the applicant, agent, and TEP within 10 business days from the date of the decision.

WCA decisions can include wetland boundary and type, no-loss, exemption, sequencing, replacement plan, and banking plan decisions.

The BCWMC does not often make WCA decisions; however, the BCWMC must now make WCA decisions that affect the City of Robbinsdale as part of the preliminary work/planning for the Blue Line LRT project.

As requested by the cities of Crystal, Golden Valley and Minneapolis, the BCWMC Engineer is also performing WCA administration duties on behalf of these cities along the Blue Line LRT project route. In this role, the BCWMC Engineer is the lead reviewer and point person, and prepares WCA decision recommendations and documentation for the cities' review. However, the cities are responsible for making formal WCA decisions and submitting WCA documentation to the TEP, the applicant, and the agent. Because the cities retained their WCA LGU decision-making authority, the Commission does not approve the WCA decisions in those cities. (Note: the BCWMC Engineer found that there are no wetlands in Crystal within the Blue Line LRT wetland evaluation area project boundary. The BCWMC Engineer continues to provide WCA administration duties for Golden Valley and Minneapolis.)

The maps in Attachment B show the location of the proposed Blue Line LRT project and the wetland locations and delineations in Robbinsdale, along with Crystal (none), Golden Valley and Minneapolis.

## **Blue Line LRT Wetland Boundary and Type Approval**

Often, the first WCA application is a request for LGU approval of wetland boundary and type. At the January Commission meeting, the BCWMC must decide whether to approve the wetland boundaries and wetland types for the wetlands delineated for the Blue Line LRT project. The BCWMC Engineer recommends the Commission approve the wetland boundaries and wetland types, as presented in the most recently updated/edited wetland delineation report and summarized in the attached updated/revised wetland summary table (Attachments C and D, respectively, attached with online materials). The BCWMC Engineer previously reviewed the wetland boundaries and wetland types in the field, reviewed the draft wetland delineation report, submitted the attached Notice of Application (Attachment E) after receiving a complete wetland delineation report, and requested and obtained edits to the wetland summary table. The Notice of Application (Attachment E) states that the Commission will make a decision on the wetland boundaries and types at their January 21, 2016 meeting. If the Commission does not make a decision at their January meeting, a 60-day extension would need to be issued.

If the Commission approves the wetland boundaries and types, the Chair or Acting Chair should sign the attached Notice of Decision (Attachment F) form during/after the meeting.

**To:** Bassett Creek Watershed Management Commission (BCWMC)  
**From:** Karen Chandler and Karen Wold  
**Subject:** Item 5A. Blue Line LRT – Process for Wetland Conservation Act (WCA) Decisions  
BCWMC January 21, 2016 Meeting Agenda  
**Date:** January 13, 2016  
**Page:** 3

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## Future Blue Line LRT WCA Decision Points

The next application submitted for the Blue Line LRT project will be a request for the LGU (BCWMC) to determine that some wetlands are “incidental.” Incidental wetlands are wetlands that are created out of upland, not for the purpose of creating a wetland. Incidental wetlands are not regulated under the WCA and can be documented on the Notice of Decision form as a no-loss decision. During the Blue Line LRT pre-application meeting in December 2015, the applicant described that they will request incidental determinations for some wetlands. The BCWMC has not received that application yet.

An application will also be submitted for the Blue Line LRT project requesting approval of the sequencing and wetland replacement plan. There is usually at least one TEP meeting during the review period for this application.

The BCWMC could consider these options regarding future WCA decision-making authority for the Blue Line LRT project (and future projects):

- The Commission (i.e., at their regular meetings) makes all WCA decisions
- The Commission delegates some of the WCA decisions to BCWMC staff (Engineer or Administrator)
- The Commission delegates all of the WCA decisions to BCWMC staff (Engineer or Administrator)

The BCWMC Engineer’s assistance with WCA administration typically includes reviewing applications, preparing and sending out Notices, conducting and participating in TEP meetings, preparing TEP Findings reports, obtaining signatures, and providing recommendations for BCWMC decisions.

In addition, the BCWMC could delegate some WCA decisions to BCWMC staff (BCWMC Engineer or Administrator). To do this requires completion and signing of a resolution delegating WCA authority. For example, the BCWMC might wish to delegate wetland boundary and type, no-loss, and exemption decisions to BCWMC staff, but retain the authority for sequencing, replacement plan, and banking plan decisions.

An example resolution is found in Attachment G. Example forms can also be found on the BWSR website <http://www.bwsr.state.mn.us/wetlands/wca/index.html>. If some decisions are delegated to BCWMC staff and some decisions are retained by the BCWMC, the BCWMC should designate on the resolution the decisions that are to be delegated.

### Attachments:

- A: Wetland Conservation Act Fact Sheet
- B: Location Map and Wetland Delineation Maps
- C: Wetland Delineation Report (online only)
- D: Revised/Updated Summary Table (online only)
- E: Notice of Application
- F: Notice of Decision
- G: Example Delegation Resolution



**Attachment A****Home Easements Grants Resource Management and Planning Conservation  
Implementation Wetlands****Wetlands - Wetland Conservation Act Fact Sheet****Purpose:**

To maintain and protect Minnesota's wetlands and the benefits they provide. To retain the benefits of wetlands and reach the legislation's goal of no-net-loss of wetlands, the Wetland Conservation Act requires anyone proposing to drain, fill, or excavate a wetland first to try to avoid disturbing the wetland; second, to try to minimize any impact on the wetland; and, finally, to replace any lost wetland acres, functions, and values. Certain wetland activities are exempt from the act, allowing projects with minimal impact or projects located on land where certain pre-established land uses are present to proceed without regulation.

**History:**

In 1991, reacting to public concern about Minnesota's disappearing wetlands, the Minnesota Legislature approved and Governor Arne Carlson signed the Wetland Conservation Act, one of the most sweeping wetlands protection laws in the country.

An interim program became effective January 1, 1992. On January 1, 1994, the full program began. The Legislature has amended the WCA many times, mostly to accommodate the varying needs of the different geographic areas of Minnesota.

**Administration:**

Local government units—cities, counties, watershed management organizations, soil and water conservation districts, and townships—implement the act locally. The Minnesota Board of Water and Soil Resources administers the act statewide, and the Department of Natural Resources enforces it.

**Benefits:**

- The Wetland Conservation Act recognizes a number of wetland benefits deemed important, including:
- Water quality, including filtering pollutants out of surface water and groundwater, using nutrients that would otherwise pollute public waters, trapping sediments, protecting shoreline, and recharging groundwater supplies;
- Floodwater and storm water retention, including reducing the potential for flooding in the watershed;
- Public recreation and education, including hunting and fishing areas, wildlife viewing areas, and nature areas;
- Commercial benefits, including wild rice and cranberry growing areas and aquaculture areas;
- Fish and wildlife benefits; and
- Low-flow augmentation during times of drought.

[BACK to Wetlands page](#)

**Minnesota Board of Water and Soil Resources**

520 Lafayette Road North, St. Paul, MN 55155 | (651) 296-3767 | Fax (651) 297-5615 | TTY (800) 627-3529

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Attachment B

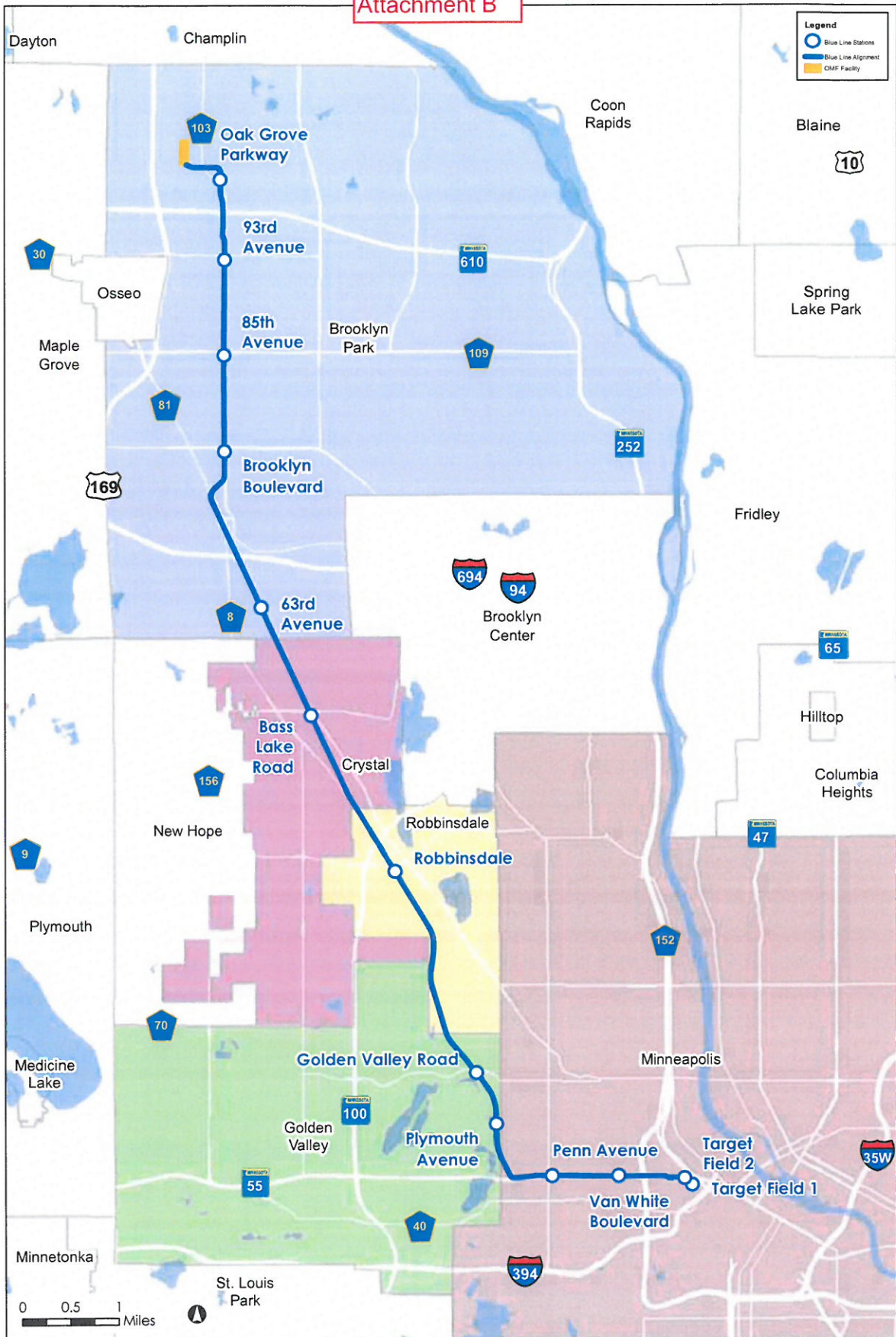


Figure 1 - Project Location



Projection: Hennepin County NAD83  
 Source: Hennepin County, Metro Transit,  
 MNDOT, MHDNR, HDR Engineering Inc.,  
 SEH Inc., and USDA.

METRO Blue Line Extension

DRAFT



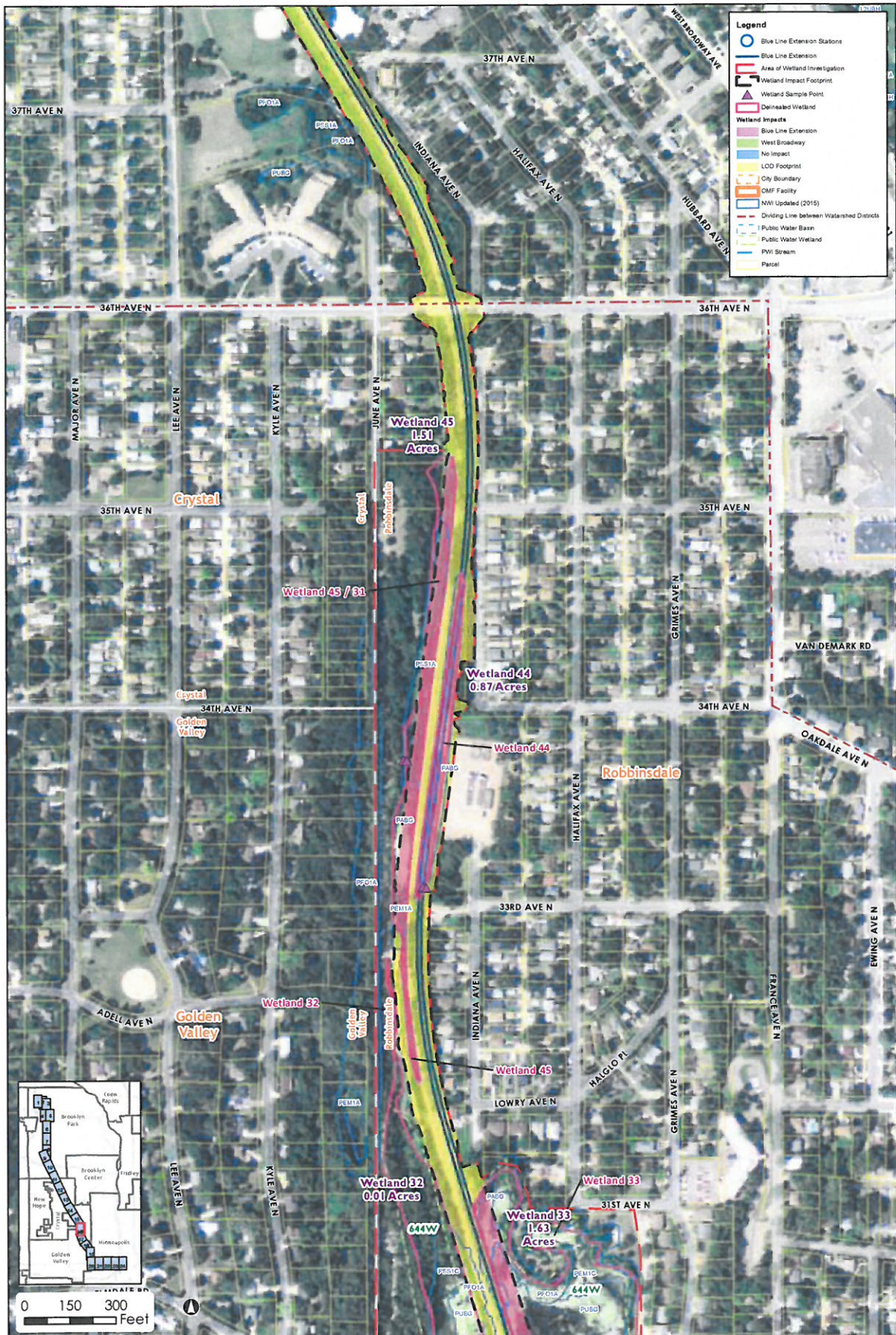


Figure 2 - Delineated Wetlands  
Page 16

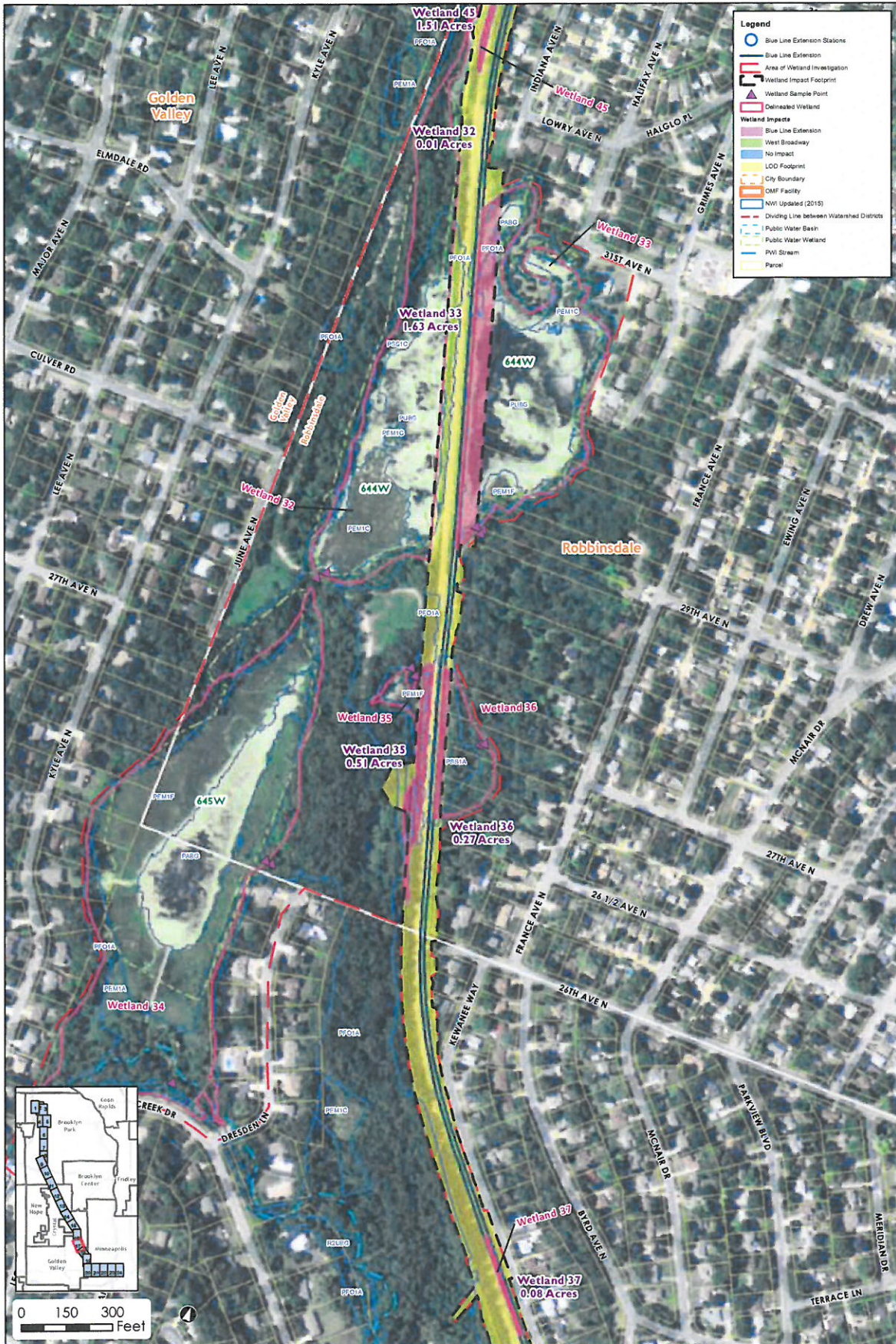
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METRO Blue Line Extension



Projection: Hennepin County NAD83  
Source: Hennepin County, Metro Transit,  
MnDOT, MnDNR, HDR Engineering Inc.,  
and SEH Inc.





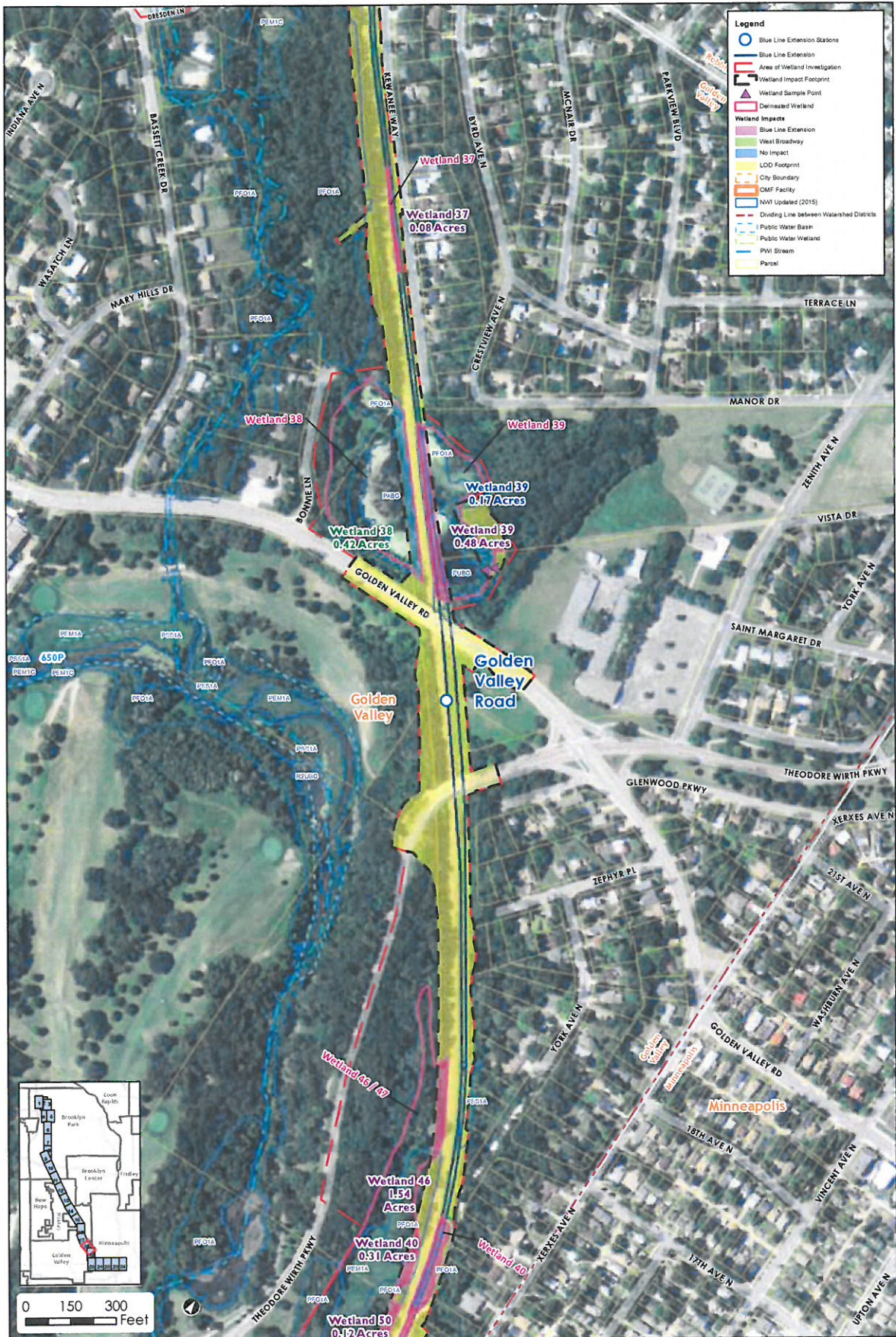
Projection: Hennepin County NAD83  
 Source: Hennepin County, Metro Transit,  
 MinDOT, MnDNR, HDR Engineering Inc.,  
 and SEH Inc.

Figure 2 - Delineated Wetlands  
 Page 17

METRO Blue Line Extension

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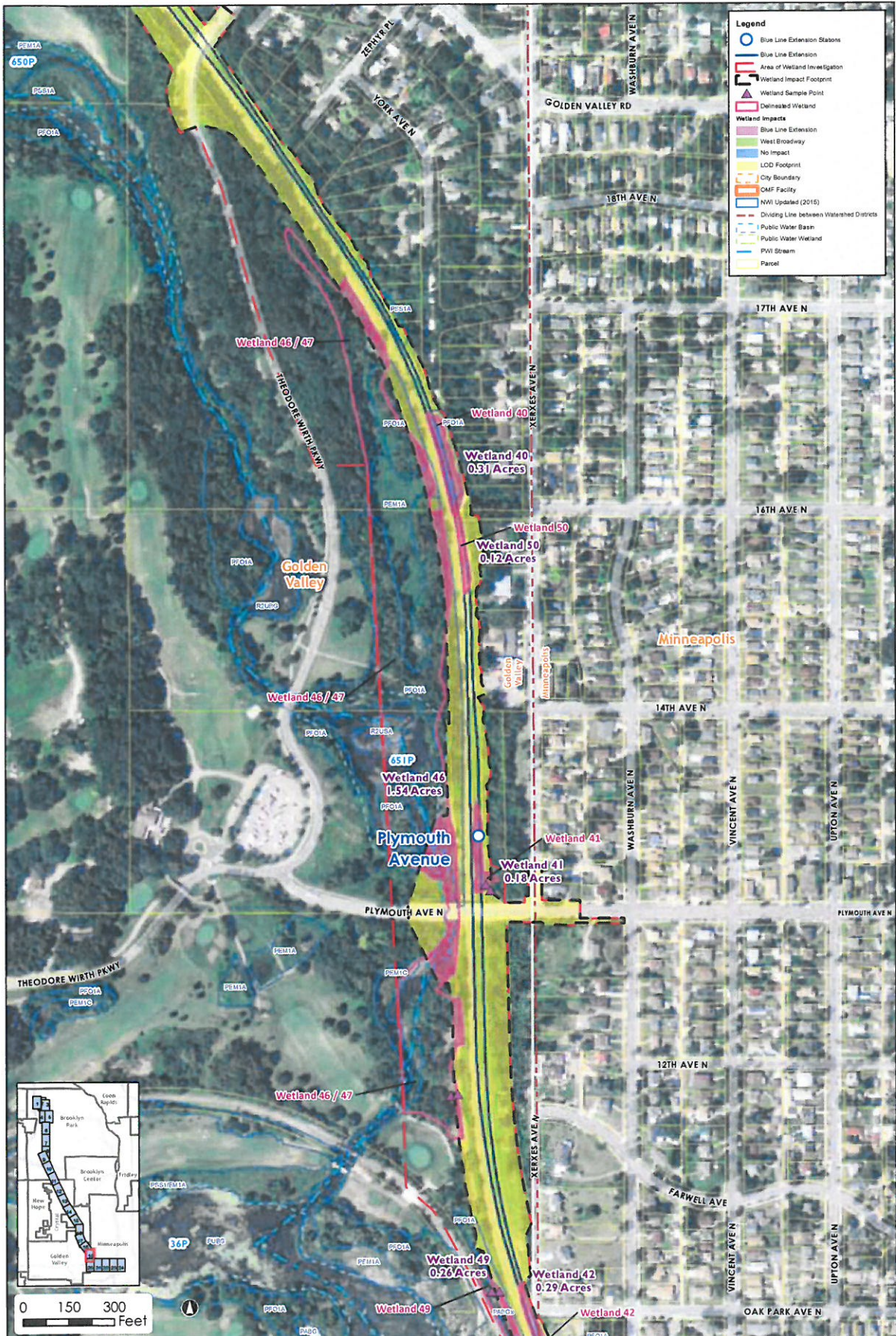


Projection: Hennepin County NAD83  
 Source: Hennepin County, Metro Transit, MNDOT, MinDNR, HDR Engineering Inc., and SEH Inc.

**Figure 2 - Delineated Wetlands**  
 Page 18  
 METRO Blue Line Extension

**DRAFT**





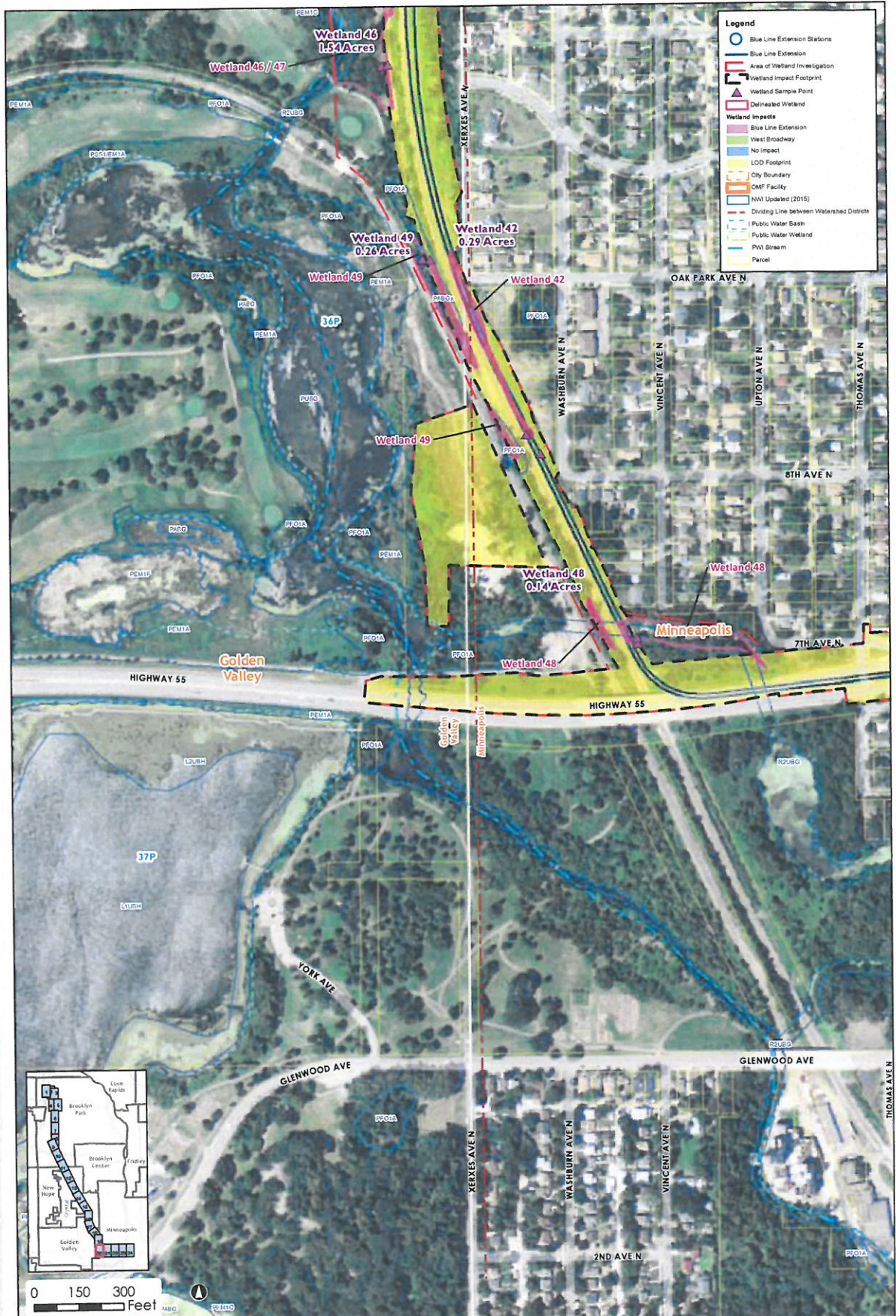
Projection: Hennepin County NAD83  
 Source: Hennepin County, Metro Transit,  
 MnDOT, MnDNR, HDR Engineering Inc.,  
 and SEH Inc.

**Figure 2 - Delineated Wetlands**  
 Page 19

METRO Blue Line Extension

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**Figure 2 - Delineated Wetlands**  
Page 20

**DRAFT**

METRO Blue Line Extension

Projection: Hennepin County NAD83  
Source: Hennepin County, Metro Transit, MnDOT, MnDNR, HDR Engineering Inc., and SEH Inc.

11/17/2015

# Minnesota Wetland Conservation Act

## Notice of Application

Local Government Unit (LGU) <b>Bassett Creek Watershed Management Commission (BCWMC)</b>	Address <b>7800 Golden Valley Road                  Golden Valley, MN 55427</b>
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### 1. PROJECT INFORMATION

Applicant Name <b>Metropolitan Council</b>	Project Name <b>Blue Line Light Rail Extension (LRT)</b>	Date of Application <b>12/11/15</b>	Application Number
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Type of Application (check all that apply):

<input checked="" type="checkbox"/> Wetland Boundary or Type	<input type="checkbox"/> No-Loss	<input type="checkbox"/> Exemption	<input type="checkbox"/> Sequencing
<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Banking Plan		

Summary and description of proposed project (attach additional sheets as necessary):

On behalf of the Metropolitan Council, SEH Inc. has submitted a wetland delineation for the Blue Line Light Rail Extension project located within Hennepin County in Brooklyn Park, Robbinsdale, Crystal, Golden Valley, and Minneapolis. The BCWMC is the WCA LGU for the portion of the project within the City of Robbinsdale and within the Bassett Creek Watershed, which is the area south of 36<sup>th</sup> Ave N. Wetlands associated with this project within the BCWMC jurisdiction are: W31, W32, W33, W34, W35, W36, W44, and W45. Note that W34 straddles both Robbinsdale and Golden Valley. For wetland delineation purposes, the BCWMC will review W34. The following wetland types were designated for these wetlands:

Wetland ID	Field Verified Cowardin	Eggers & Reed Class.	Circ. 39 Class.	Wetland Sheet Number
W31	PSS1A	Shrub Carr	Type 6	16
W32	PFO1A	Seas. flooded basin	Type 1	17
W33	PUBGx	Open Water	Type 5	17
W34	PEM1F	Deep Marsh	Type 4	17
W35	PFO1A	Seas. flooded basin	Type 1	17
W36	PSS1A	Shrub Carr	Type 6	17
W44	PUBGx	Open Water	Type 5	16
W45	PFO1A	Seas. flooded basin	Type 1	16

The preliminary wetland maps and wetland data forms were submitted on 6/22/15 in preparation for a site review of the wetland boundaries which took place on 6/29/15. Present at the site review were Ben Meyer with BWSR, Stacey Lijewski with Hennepin County, Melissa Jenny with the USACE, Adam Arvidson with the Minneapolis Park and Rec Board, Jeff Olson with SEH for the applicant, and Karen Wold with Barr for the City of Minneapolis, Bassett Creek WMC portion of Robbinsdale, and Golden Valley. Wetland edits were completed based on initial comments and a complete wetland delineation report was submitted on 12/11/15.

During a TEP meeting on 12/8/15, each LGU clarified that they would each retain jurisdiction for their portions of this project.



## 2. APPLICATION REVIEW AND DECISION

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

Name and Title of LGU Contact Person <b>Karen Wold</b> <b>Senior Environmental Scientist</b>	Comments must be received by (minimum 15 business-day comment period): <b>January 12, 2016</b>
Address (if different than LGU) <b>Barr Engineering Co.</b> <b>4300 MarketPointe Drive</b> <b>Minneapolis, MN 55435</b>	Date, time, and location of decision: <b>January 21, 2016 8:30 am</b> <b>Plymouth City Hall, Medicine Lake Room</b> <b>3400 Plymouth Blvd., Plymouth, MN</b>
Phone Number and E-mail Address <b>952-832-2707</b> <b>kwold@barr.com</b>	Decision-maker for this application: <input type="checkbox"/> Staff <input checked="" type="checkbox"/> Governing Board or Council

Signature:  Date: 12/18/15

## 3. LIST OF ADDRESSEES

<input checked="" type="checkbox"/> SWCD TEP member: <b>Stacey Lijewski</b> <input checked="" type="checkbox"/> BWSR TEP member: <b>Ben Meyer</b> <input type="checkbox"/> LGU TEP member (if different than LGU Contact): <input checked="" type="checkbox"/> DNR TEP member: <b>Leslie Parris, Kate Drewry</b> <input type="checkbox"/> DNR Regional Office (if different than DNR TEP member) <input checked="" type="checkbox"/> WD or WMO (if applicable): <b>Laura Jester (BCWMC), Jim Herbert (Barr)</b> <input checked="" type="checkbox"/> Applicant (notice only) and Landowner (if different) <b>agent Jeff Olson (SEH)</b> <input checked="" type="checkbox"/> City of Robbinsdale: <b>Richard McCoy</b> <input type="checkbox"/> Members of the public who requested notice (notice only):  <input checked="" type="checkbox"/> Corps of Engineers Project Manager (notice only) <b>Melissa Jenny</b> <input type="checkbox"/> BWSR Wetland Bank Coordinator (wetland bank plan applications only)
--

## 4. MAILING INFORMATION

- For a list of BWSR TEP representatives: [www.bwsr.state.mn.us/contact/WCA\\_areas.pdf](http://www.bwsr.state.mn.us/contact/WCA_areas.pdf)
- For a list of DNR TEP representatives: [www.bwsr.state.mn.us/wetlands/wca/DNR\\_TEP\\_contacts.pdf](http://www.bwsr.state.mn.us/wetlands/wca/DNR_TEP_contacts.pdf)
- Department of Natural Resources Regional Offices:

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

For a map of DNR Administrative Regions, see: [http://files.dnr.state.mn.us/aboutdnr/dnr\\_regions.pdf](http://files.dnr.state.mn.us/aboutdnr/dnr_regions.pdf)

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

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

- For Wetland Bank Plan applications, also send a copy of the application to:  
 Minnesota Board of Water and Soil Resources  
 Wetland Bank Coordinator

520 Lafayette Road North  
St. Paul, MN 55155

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**5. ATTACHMENTS**

In addition to the application, list any other attachments:

# Minnesota Wetland Conservation Act Notice of Decision

Local Government Unit (LGU) <b>Bassett Creek Watershed Management Commission (BCWMC)</b>	Address <b>7800 Golden Valley Road Golden Valley, MN 55427</b>
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## 1. PROJECT INFORMATION

Applicant Name <b>Metropolitan Council</b>	Project Name <b>Blue Line Light Rail Extension (LRT)</b>	Date of Application <b>12/11/15</b>	Application Number
<input checked="" type="checkbox"/> Attach site locator map.			

Type of Decision:

<input checked="" type="checkbox"/> Wetland Boundary or Type	<input type="checkbox"/> No-Loss	<input type="checkbox"/> Exemption	<input type="checkbox"/> Sequencing
<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Banking Plan		

## 2. LOCAL GOVERNMENT UNIT DECISION

Date of Decision: <b>1/21/16</b>		
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Approved with conditions (include below)	<input type="checkbox"/> Denied

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

On behalf of the Metropolitan Council, SEH Inc. submitted a wetland delineation report for the Blue Line Light Rail Extension project located within Hennepin County in Brooklyn Park, Robbinsdale, Crystal, Golden Valley, and Minneapolis. The BCWMC is the WCA LGU for the portion of the project within the City of Robbinsdale and within the Bassett Creek Watershed, which is the area south of 36th Ave N. Wetlands associated with this project within the BCWMC jurisdiction are: W31, W32, W33, W34, W35, W36, W44, and W45. Note that W34 straddles both Robbinsdale and Golden Valley. For wetland delineation purposes, the BCWMC has reviewed W34.

The preliminary wetland maps and wetland data forms were submitted on 6/22/15 in preparation for a site review of the wetland boundaries which took place on 6/29/15. Present at the site review were Ben Meyer with BWSR, Stacey Lijewski with Hennepin County, Melissa Jenny with the USACE, Adam Arvidson with the Minneapolis Park and Rec Board, Jeff Olson with SEH for the applicant, and Karen Wold with Barr for the City of Minneapolis, Bassett Creek WMC portion of Robbinsdale, and Golden Valley. Wetland edits were completed based on initial comments and a complete wetland delineation report was submitted on 12/11/15.

During a TEP meeting on 12/8/15, each LGU clarified that they would each retain jurisdiction for their portions of this project.

During the comment period, Karen Wold requested some minor wetland type revisions and wetland size designations. Based on these comments, SEH submitted a revised wetland summary table on 1/4/16, which was provided to the TEP on 1/5/16 and is also attached in this document. No other comments were received during the comment period.

The updated wetland summary table includes the following wetland types and sizes for wetlands within BCWMC jurisdiction:

Wetland ID	Field Verified Cowardin	Eggers & Reed Class.	Circ. 39 Class.	Basin Size (ac)
W31	PSS1A	Shrub Carr	Type 6	Part of W32
W32	PFO1A/PEMC/PSS1C	Floodplain forest/shallow marsh/shrub-carr	Type 1/Type 3/Type 6	7.71
W33	PUBGx	Open Water	Type 5	7.41
W34	PEM1F	Deep Marsh	Type 4	17.01
W35	PFO1A	Floodplain forest	Type 1	0.85
W36	PSS1A	Shrub Carr	Type 6	1.39
W44	PUBGx	Open Water	Type 5	0.87
W45	PFO1A	Floodplain forest	Type 1	11.14

**Note:** Wetland Types per Circular 39 indicate the majority of wetland types within a delineated basin. Several other minor wetland types may also be present within the basin.

The wetland boundaries and updated wetland types were found to be accurate, based on the requirements of the 1987 USACE Wetland Delineation Manual, the 2010 Midwest Regional Supplement, and the 2015 Guidance for Submittal of Delineation Reports to the USACE and WCA LGU in Minnesota, Version 2.0. The BCWMC approves the wetland boundaries and types.

For Replacement Plans using credits from the State Wetland Bank:

Bank Account #	Bank Service Area	County	Credits Approved for Withdrawal (sq. ft. or nearest .01 acre)

**Replacement Plan Approval Conditions.** In addition to any conditions specified by the LGU, the approval of a Wetland Replacement Plan is conditional upon the following:

- Financial Assurance:** For project-specific replacement that is not in-advance, a financial assurance specified by the LGU must be submitted to the LGU in accordance with MN Rule 8420.0522, Subp. 9 (List amount and type in LGU Findings).
- Deed Recording:** For project-specific replacement, evidence must be provided to the LGU that the BWSR "Declaration of Restrictions and Covenants" and "Consent to Replacement Wetland" forms have been filed with the county recorder's office in which the replacement wetland is located.
- Credit Withdrawal:** For replacement consisting of wetland bank credits, confirmation that BWSR has withdrawn the credits from the state wetland bank as specified in the approved replacement plan.

**Wetlands may not be impacted until all applicable conditions have been met!**

LGU Authorized Signature:

Signing and mailing of this completed form to the appropriate recipients in accordance with 8420.0255, Subp. 5 provides notice that a decision was made by the LGU under the Wetland Conservation Act as specified above. If additional details on the decision exist, they have been provided to the landowner and are available from the LGU upon request.		
Name	Title	
Signature	Date	Phone Number and E-mail

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

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

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

### 3. APPEAL OF THIS DECISION

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

Check one:

<input type="checkbox"/> Appeal of an LGU staff decision. Send petition and \$_____ fee (if applicable) to:	<input type="checkbox"/> Appeal of LGU governing body decision. Send petition and \$500 filing fee to: Executive Director Minnesota Board of Water and Soil Resources 520 Lafayette Road North St. Paul, MN 55155
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### 4. LIST OF ADDRESSEES

<input checked="" type="checkbox"/> SWCD TEP member: <b>Stacey Lijewski</b> <input checked="" type="checkbox"/> BWSR TEP member: <b>Ben Meyer</b> <input checked="" type="checkbox"/> DNR TEP member: <b>Leslie Parris, Kate Drewry</b> <input checked="" type="checkbox"/> WD or WMO (if applicable): <b>Laura Jester (BCWMC), Jim Herbert (Barr)</b> <input checked="" type="checkbox"/> Applicant and Landowner (if different) <b>agent Jeff Olson (SEH)</b> <input checked="" type="checkbox"/> City of Robbinsdale: <b>Richard McCoy</b> <input checked="" type="checkbox"/> Corps of Engineers Project Manager <b>Melissa Jenny</b>
---

### 5. MAILING INFORMATION

- For a list of BWSR TEP representatives: [www.bwsr.state.mn.us/aboutbwsr/workareas/WCA\\_areas.pdf](http://www.bwsr.state.mn.us/aboutbwsr/workareas/WCA_areas.pdf)
- For a list of DNR TEP representatives: [www.bwsr.state.mn.us/wetlands/wca/DNR\\_TEP\\_contacts.pdf](http://www.bwsr.state.mn.us/wetlands/wca/DNR_TEP_contacts.pdf)
- Department of Natural Resources Regional Offices:

<b>NW Region:</b> Reg. Env. Assess. Ecol. Div. Ecol. Resources 2115 Birchmont Beach Rd. NE Bemidji, MN 56601	<b>NE Region:</b> Reg. Env. Assess. Ecol. Div. Ecol. Resources 1201 E. Hwy. 2 Grand Rapids, MN 55744	<b>Central Region:</b> Reg. Env. Assess. Ecol. Div. Ecol. Resources 1200 Warner Road St. Paul, MN 55106	<b>Southern Region:</b> Reg. Env. Assess. Ecol. Div. Ecol. Resources 261 Hwy. 15 South New Ulm, MN 56073
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For a map of DNR Administrative Regions, see: [http://files.dnr.state.mn.us/aboutdnr/dnr\\_regions.pdf](http://files.dnr.state.mn.us/aboutdnr/dnr_regions.pdf)

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

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

- For Wetland Bank Plan applications, also send a copy of the application to:  
 Minnesota Board of Water and Soil Resources  
 Wetland Bank Coordinator  
 520 Lafayette Road North  
 St. Paul, MN 55155

### 6. ATTACHMENTS

In addition to the site locator map, list any other attachments: <input checked="" type="checkbox"/> <b>Updated wetland summary table</b> <input checked="" type="checkbox"/> <b>Wetland delineation maps</b>
---

*Example of resolution to delegate WCA functions to LGU staff*

**A RESOLUTION REGARDING THE ADMINISTRATION OF THE  
MINNESOTA WETLAND CONSERVATION ACT**

{*LGU NAME*}  
{*Resolution #*}

**WHEREAS**, {*LGU Name*} has accepted the authority and administrative responsibility to implement the Wetland Conservation Act (WCA) within the legal boundaries of {*LGU Name*} in accordance with Minnesota Rules, Chapter 8420; and

**WHEREAS**, {*LGU Name*} is authorized by Minnesota Administrative Rules Part 8420.0200, Subpart 2, Item C, to delegate certain functions with regard to implementation of WCA, including the authority to make decisions on applications, with its staff.

**THEREFORE; BE IT RESOLVED** by the {*LGU Name*} {*Board of Commissioners*<sup>1</sup>}, that decision-making authority for WCA {*exemption, no-loss, wetland boundary and type, sequencing, replacement plan, and wetland banking*<sup>2</sup>} applications is placed with the {*Position Title*} or their designee.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Chair of the {*Board of Commissioners*<sup>1</sup>}

Resolution No. \_\_\_\_\_: Offered by {*Commissioner*<sup>1</sup>} \_\_\_\_\_, seconded by {*Commissioner*<sup>1</sup>} \_\_\_\_\_, adopted by a vote of \_\_\_\_\_ at the regular meeting of the {*Board of Commissioners*<sup>1</sup>} of {*LGU Name*} on {*Date*}.

Attest: \_\_\_\_\_  
{*Staff Name*}  
{*Position Title*}

1. For a City, Township, or Soil and Water Conservation District, replace “*Commissioner*” or “*Board of Commissioners*” with “*Councilmember, Supervisor, City Council, Board of Supervisors,*” etc. as applicable.
2. Choose any or all of the listed application types, as applicable.

**AGREEMENT  
BETWEEN THE METROPOLITAN COUNCIL  
AND BASSETT CREEK WATERSHED MANAGEMENT COMMISSION  
FOR REIMBURSEMENT OF STAFF TIME**

This Agreement is made and entered into by and between the **Metropolitan Council** ("Council"), a public corporation and political subdivision of the State of Minnesota, and the **Bassett Creek Watershed Management Commission**, a special purpose local unit of government located in Hennepin County, Minnesota ("BCWMC").

**WHEREAS:**

1. Minnesota Statutes Section 473.405 Subd. 4 gives the Council the authority to engineer, construct, equip, and operate transit and paratransit systems, projects, or any parts thereof, including facilities useful or related to public transit; and
2. The Council is engaged in various planning and preparation activities regarding the development of the Southwest Line Light Rail Transit ("SWLRT") Project between downtown Minneapolis and Eden Prairie, Minnesota (the "Project"). The Council has adopted light rail transit ("LRT") as the Locally Preferred Alternative ("LPA") for the transitway. The Council is in the "Project Development" phase of the Federal Transit Administration ("FTA") New Starts process and is authorized to engage in project development activities to secure the appropriate federal, state, and local approvals to advance the Project into the Engineering Phase.
3. The Project improvements could impact the Bassett Creek Watershed, which is governed by BCWMC.
4. The BCWMC is a local unit of government created by a joint powers agreement ("JPA") between multiple municipalities for the purpose of controlling flooding, maintaining and enhancing the quality of the surface and groundwater resources in the watershed.
5. The BCWMC is authorized by its JPA and implements through its Watershed Management Plan a program to review development and improvement projects to ensure that they conform to the policies and requirements of the BCWMC and to collect established fees for such reviews.
6. BCWMC review of large and complicated improvement projects such as the Project include attendance at multiple meetings with Project, agency and city staff; consultation regarding plans for storm water management and hydraulic processes relating to the proposed storm water connection to Bassett Creek Tunnel and modeling associated with it; assistance with and review of hydrologic modeling; and completing final project review and its conformance with BCWMC Watershed Management Plan.
7. Per the BCWMC's Application Form for Development Process, state agencies are exempt from review charges typically applied for time spent during the permit review period pursuant to various state and federal regulation. However, the review of large and complicated improvement projects, such as the SWLRT Project, does not enable BCWMC to recoup the total costs of their staff time spent on the review activities in section 6 above and as outlined in Exhibit A.

8. The City of Minneapolis has requested assistance from BCWMC with tasks associated with the Project complying with BCWMC Watershed Management Plan.
9. The Parties wish to enter an Agreement to govern the Council's reimbursement of the actual costs of BCWMC staff time spent performing work under this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**I. SCOPE**

The purpose of this Agreement is to provide a mechanism through which the Council can reimburse BCWMC for Commission staff time spent on reviewing the Project for conformance with BCWMC requirements and other activities associated with the Project. BCWMC staff will engage in consultation regarding hydrology and hydraulics relating to the proposed storm water connection to Bassett Creek Tunnel and modeling associated with it, including attending meetings with Project staff and reviewing associated modeling and completing final project review and its conformance with BCWMC Watershed Management Plan. BCWMC agrees to perform these activities in a satisfactory and proper manner under applicable federal, state, and local law. The projected cost of these activities is shown in Exhibit A, which is incorporated by reference. The Council will reimburse BCWMC for actual costs of staff and consultant time spent on activities supporting the Project in an amount not to exceed \$20,000 pursuant to the terms of this Agreement, which includes \$9,825 for consultation services performed by BCWMC from August 2015 through January 2016.

**II. COMPENSATION, METHOD OF PAYMENT**

**2.01 Maximum Total Compensation.** The maximum total compensation to be paid to BCWMC for work performed under this Agreement must not exceed \$20,000.

**2.02 Method of Payment.** BCWMC will submit to the Council a monthly, written invoice referencing this Agreement number and containing a detailed list of project labor and hours showing, for each task described in Section I above, the hours, rate, titles, and amounts actually paid for the Project work, and any supporting documentation. Upon verification and acceptance by the Council, the Council will pay BCWMC within 30 days.

**2.03 Flat Fees.** In consideration of the Council's payment of actual costs as specified in this Agreement, BCWMC shall not charge the Council its standard, flat fees which would otherwise apply for the work anticipated by this Agreement.

**III. GENERAL TERMS**

**3.01 Term and Termination.** This Agreement is effective as of January 22, 2016 and will terminate on the earlier of December 31, 2016 or the date that all obligations have been satisfactorily fulfilled. This Agreement may be terminated upon 30 days' written notice by either Party, or immediately upon mutual agreement of the Parties. Termination of this agreement will not relieve the Council from its obligation to reimburse the BCWMC for its actual costs up to the effective date of the termination.



**3.03 Audits.** As required by Minnesota Statutes, section 16C.05, the records, books, documents, and accounting procedures and practices of BCWMC relating to work performed pursuant to this contract shall be subject to audit and examination by the Council and the Legislative Auditor or State Auditor. BCWMC shall permit the Council or its designee to inspect, copy, and audit its accounts, records, and business documents at any time during regular business hours, as they may relate to the performance under this agreement. Audits conducted by the Council under this provision shall be in accordance with generally accepted auditing standards. Financial adjustments resulting from any audit by the Council shall be paid in full within 30 days of the BCWMC’s receipt of audit.

**3.04 Liability.** The Parties will be responsible for their own acts and omissions and the results thereof to the extent authorized by law. The BCWMC and the Council’s liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. Each party will be solely responsible for its own employees for any worker compensation claims.

**3.05 Waiver.** The failure by the non-breaching party to insist in any one or more instances upon the performance of any term or condition of this agreement shall not be construed as a waiver or relinquishment of the right to such performance, or to future performance, of such term or condition by the breaching party, and the obligation of both parties for performance of that term or condition shall continue in full force and effect.

**3.06 Amendments.** The terms of this agreement may be changed by mutual agreement of the Parties. Such changes shall be effective only on the execution of written amendment(s) signed by the Council and the BCWMC.

**3.07 Assignment.** Neither party shall transfer its rights or obligations under this Agreement without the express written consent of the other Party.

**3.08 Data Practices.** The Parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this section by either Party.

**3.09 Notice.** Notice for purposes of this Agreement shall be sufficient if personally delivered or sent by certified mail to the other party at the following addresses:

For the Council:

Craig Lamothe  
Green Line Extension Project Office  
6465 Wayzata Boulevard, Suite 500  
St. Louis Park, MN  
[craig.lamothe@metrotransit.org](mailto:craig.lamothe@metrotransit.org)

For the BCWMC:

Laura Jester  
BCWMC Administrator  
c/o 16145 Hillcrest Lane  
Eden Prairie, MN 55346  
[lalura.jester@keystonewaters.com](mailto:lalura.jester@keystonewaters.com)

**3.10 Severability.** The provisions of this agreement shall be deemed severable. If any part of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and

enforceability of the remainder of this agreement unless the part(s) which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to the parties.

**3.11 Federal Clauses.** The funding provided by the Council pursuant to this Agreement is composed in part of federal funds. BCWMC shall abide, and shall cause its Contractor or any other entities, employees, agents, or subcontractors performing work under this Agreement to abide by all relevant federal rules and regulations, including but not limited to those regulations identified in Exhibit B, attached hereto and incorporated herein. If there is an inconsistency between Exhibit B and the terms of this Agreement, the terms of Exhibit B will prevail.

**3.12 Complete Agreement.** This agreement, including exhibits and other documents incorporated in this agreement, or made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between the BCWMC and the Council. This agreement supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition of the agreement shall not affect the validity of other terms or conditions.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on the dates specified below.

**METROPOLITAN COUNCIL**

**BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**

\_\_\_\_\_  
Craig Lamothe  
Director, Transit Systems Development

\_\_\_\_\_  
Jim de Lambert  
Chair

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

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

**EXHIBIT A**  
**BCWMC COST ESTIMATE**

**Total Estimated Costs for Tasks Related to the Project**

- 1. Consultation/review regarding hydrology/hydraulics related to the Project proposal for storm water connection to Bassett Creek Tunnel: \$6,125.**

This covers half of the costs spent by the Commission from August – December 2015 for the following work: communications and meetings with Project staff regarding BCWMC requirements and Bassett Creek Tunnel; preliminary review of project plans, including review of Project impact to BCWMC boundary; providing requested GIS data and XP-SWMM model to Project staff; brief review of draft EIS; reviewing Project stormwater management report for the Glenwood area, including proposed direct connection to the Bassett Creek tunnel; reviewing requirements/obligations in Joint and Cooperative Agreement between BCWMC, MWMO and Minneapolis regarding connections to new tunnel; reviewing existing XP-SWMM model results for new tunnel; reviewing Twins stadium correspondence for precedence regarding connection to new tunnel; compiling maps showing watershed information from various sources including 1978 agreement, HEC-1 modeling, XP-SWMM modeling, and Twins Stadium modeling; reviewing watershed drainage divides and agreements; meetings with Project staff.

- 2. Modeling impacts of proposed storm water connection to Bassett Creek Tunnel  
Estimated Costs: \$3,700.**

This covers half of the estimated costs for this work which is currently underway and anticipated to be complete in January 2016. The City of Minneapolis will pay for the other half. The XP SWMM model developed for the Twins Stadium connection evaluation will be used as the base model. This model includes the upstream watershed as a hydrograph output from the HEC-1 model. The model includes the 100-year, 24-hour storm event, based on TP-40 precipitation depths. The modeling will include four steps:

- 1) Rerun the XP-SWMM model from the Twins Stadium connection work for the TP40 100-year 24-hour design storm event to serve as the existing conditions baseline for 100-year flows in the New Tunnel. Focus will be on the three locations identified in the 2000 Joint and Cooperative Agreement for Boundary Change between the BCWMC, the City of Minneapolis, and the Mississippi WMO.
- 2) Analyze the impact of the SWLRT connection on flows in the new tunnel for the TP40 100-year 24-hour design storm event (using information provided in the SWLRT submittal document dated August 2015).

- 3) Analyze the impact of the proposed CSO connections on flows in the new tunnel for the TP40 100-year 24-hour design storm event. The proposed CSO connections were identified in the 12/3/2015 email from Jeremy Strehlo.
- 4) Analyze the combined impact of the Project and CSO connections on flows in the new tunnel for the TP40 100-year 24-hour design storm event.

In the analyses of the impacts, the relative change in the peak flows at the three locations within the new tunnel will be evaluated, comparing the peak flows under the proposed conditions (steps 2 – 4) to the peak flows under existing conditions (model results from step 1). The proposed peak flows will not be compared to the specific flow rates outlined in the 2000 agreement. The results of the modeling will be summarized in a brief memo to the City of Minneapolis, Council, and BCWMC.

**3. Future review of project designs and other potential follow-up tasks/correspondence:**  
**Estimated costs: \$3,000 - \$5,000.** This covers the costs of the BCWMC to review the project designs per the BCWMC Requirements document including analyzing project for meeting MIDS and erosion/sediment control.

**4. Additional potential follow-up tasks/correspondence:**  
**Estimated costs: \$3,000 - \$5,000.** This covers potential additional follow-up tasks or correspondence related to modeling, tunnel connection, or other storm water related issues and impacts.

## DRAFT Entries to Hennepin County All Hazard Multi-Jurisdiction Mitigation Plan

BASSETT CREEK WATERSHED

POC: LAURA JESTER

### A. Bassett Creek Watershed Objectives and Actions

<b>Goal Number 1</b>	Minimize loss of life, injury, and damage to property, the economy, and the environment from natural and man-made hazards	
<b>OBJECTIVES</b>		<b>ACTIONS</b>
1A: Improve BCWMC Flood Control Project Structures to minimize property damage from flooding		1A1: Prevent flooding by rehabilitating or retrofitting 2.5 miles of Bassett Creek Tunnel 1A2: Coordinate with local jurisdictions to inspect and assess tunnel structure and potential stress points
<b>Goal Number 2</b>	Increase education, outreach, and awareness	
<b>OBJECTIVES</b>		<b>ACTIONS</b>
<b>Goal Number 3</b>	Protect natural and cultural resources	
<b>OBJECTIVES (projects)</b>		<b>ACTIONS</b>
3A: Stabilize and restore streambanks to minimize erosion and improve conditions		3A1: Prevent erosion along Bassett Creek in Minneapolis with bank stabilization techniques including vegetation, sloping and grading, rock veins, stone toe, root wads, and rip rap (CR2017-M) 3A1: Stabilize banks and improve habitat along Plymouth Creek in Plymouth with bank stabilization techniques including vegetation, sloping and grading, rock veins, stone toe, root wads, and rip rap (CR2017-P)
3B: Improve water quality through stormwater management		3B1: Construct water quality improvement project in Theodore Wirth Park to treat untreated stormwater runoff (BC-3) 3B2: Construct water quality improvement project at Sandburg Rd. and Louisiana Ave. to reduce phosphorus loading and flooding potential (BC-2/BC-8)
3C: Restore wetland functions and values		3C1: Evaluate wetlands throughout watershed 3C2: Prioritize and plan for wetland restoration projects 3C3: Restore wetlands or create new wetlands
<b>Goal Number 4</b>	Identify areas of greatest impact from hazards	
<b>OBJECTIVES</b>		<b>ACTIONS</b>





Item 5Di.  
BCWMC 1-21-16

Please find HDR's scope and budget for 2016 Website Maintenance. We look forward to continuing our work for the Bassett Creek Watershed Management Commission!

## Scope of Services

### Task 1: Monthly Website Maintenance

*Includes:*

- Invoices as required (up to 6)
- Response to questions from BCWMC regarding the website
- Modifications to existing web services or web graphics
- Response to system issues resulting in disrupted function or site downtime
- Required system upgrades or patches
- Web hosting and domain renewal for one year

*Assumptions:*

- HDR assumes 3 hours/month for website maintenance. If web service modification or addition requests are significant and require more than the 3 hours allotted per month, a contract amendment will be required.
- HDR will make modifications to existing website graphics within the allotted 3 hours per month. New graphic requests will require a contract amendment.
- HDR will support browser versions that are currently active and supported by their creating companies. In particular, Chrome, Firefox, Safari, and Internet Explorer version 9+.
- Requests for new features will require a contract amendment

## Budget

Based on the scope of work described above, HDR proposes to provide these services on a time and expenses basis with a limit not to exceed \$4,420 without prior authorization of Bassett Creek Watershed Management Commission.

Task	Hours	Cost
<b>Task 1: Monthly Website Maintenance</b>	<b>40 hours (3 hours/month for 1 year of maintenance hours, and 4 project administration hours)</b>  <b>Includes web hosting, domain, and hardware/software expenses.</b>	<b>\$4,420</b>



## Communication Plan for BCWMC's Website Redesign Launch

1. To communicate the redesign of the BCWMC's website, the BCWMC plans to email an announcement in early February to the following groups:

Adjacent watershed organizations; AMLAC; BCWMC Commissioners/TAC/Staff; BCWMC Meeting Packet and Meeting Agenda distribution lists; BWSR; Blue Thumb; Bryn Mawr Neighborhood Assoc.; CIP project email notification registrants; Consulting Engineering Firms (Wenck, Stantec, WSB, Fortin Consulting, etc.); Friends of Bassett Creek; Friends of Northwood Lake; Former BCWMC Committee Members/Commissioners; Freshwater Society/Master Water Stewards; Harrison Neighborhood Association; Hennepin County Board of Commissioners; Hennepin County Department of Environmental Services, Member City Clerks; Metro Blooms; Metro Transit LRT; Metropolitan Council; Minneapolis Park and Rec Board; Minnesota Board of Water and Soil Resources; Minnesota DNR; Minnesota PCA; School contacts (RiverWatch participants, etc.); Sweeney Lake Association; Three Rivers Park District; Westwood Hills Nature Center

### **Email Content for Groups Above:**

*The Bassett Creek Watershed Management Commission is excited to announce the launch of its new website on February X, 2016. The website address remains [www.bassettcreekwmo.org](http://www.bassettcreekwmo.org). The new site provides easy access to data and information on the major lakes and streams in the watershed, and complete information about its major projects. The site also incorporates new technologies and functionalities including compatibility with handheld devices.*

*Insert image (insert an image of the new site's home page)*

*We hope you enjoy the new site!*

*Laura Jester, BCWMC Administrator  
[Contact info]*



**Clean Water Fund  
Project Application**

Item 5E.  
BCWMC 1-21-16



<b>Project name:</b>	<b>Northside Neighborhood Engagement and Opportunities in Clean Water Initiatives</b>		
<b>Date of application:</b>	1/21/16	<b>Contact address:</b>	16145 Hillcrest Lane Eden Prairie, MN 55346
<b>Local Government unit:</b>	Bassett Creek Watershed Management Commission		
<b>Contact name:</b>	Laura Jester	<b>Contact phone:</b>	952-270-1990
<b>Contact title:</b>	Administrator	<b>Contact e-mail:</b>	Laura.jester@keystonewaters.com

<b>Water resource of concern:</b>	Bassett Creek, Mississippi River		
<b>BMP to be installed:</b> [choose from the drop-down]	<a href="#">Urban landscaping - Raingarden</a>		
	<a href="#">CLICK HERE</a>		
	<a href="#">CLICK HERE</a>		
<b>Pollutant reduction estimate:</b> [choose from the drop-down or insert estimator under "other"]	<b>Pollutant</b>	<b>Amount</b>	<b>Estimation method:</b>
	Phosphorus - est. reduction (lbs/yr)	.5 lbs/yr	Other: WinSlamm
	<a href="#">CLICK HERE</a>		<a href="#">CLICK HERE</a>
	<a href="#">CLICK HERE</a>		<a href="#">CLICK HERE</a>
	<a href="#">CLICK HERE</a>		<a href="#">CLICK HERE</a>

<b>Est. length of crew time required:</b> [# of days based on a 5 person crew]	3 Days	<b>Season/Dates preferred:</b> [crews are available Mar 1 - Dec 10]	September 2016
<b>Project location:</b> [address or physical description] <b>Attach aerial photo/map with project location</b>	Proposed projects are located in North Minneapolis, within the Harrison Neighborhood. Harrison is immediately adjacent to Bassett Creek. See map attached.		
<b>Detailed description and purpose of project including desired outcomes:</b>	<p>The Bassett Creek Watershed Management Commission (BCWMC) will contract with Metro Blooms to implement this project that addresses local water quality issues related to urban runoff pollution in alleyways. The project provides additional community benefits by actively engaging under-served communities in the Harrison Neighborhood of Minneapolis in an effort to create local expertise in the planning, installation and maintenance of stormwater best management practices. Neighborhood engagement emphasis is on place-based and experiential learning activities and career development, which directly responds to concerns raised by community members to address a lack of local jobs and career advancement opportunities for youth and young adults of color in green initiatives happening in the community.</p> <p>To achieve our project goals we will engage the neighborhood to identify opportunities for stormwater management in their backyards and driveways to minimize runoff to the alley and work in collaboration with multiple partners to create youth and young adult career pathways throughout all phases of the project. Outcomes of this project include the recruitment and placement of neighborhood youth and young adults in after school, summer jobs and apprenticeship programs and to secure local funding for</p>		

**Clean Water Fund  
Project Application**



	<p>installation of practices on properties adjacent to alleyways throughout the neighborhood, where a minimum of 25% of property owners have agreed to install and maintain recommended practices.</p> <p>The 2016 phase of this project includes the engagement of 3 blocks and the installation of one demonstration block.</p>
<b>Description of crew responsibilities and tasks to be carried out:</b>	<p>We have a special request for a Youth Outdoors crew for this project, if possible. CCM crew would install and plant raingardens and native plantings at participating properties. Crew will excavate, amend soils with compost, place double shredded hardwood mulch, and dispose of sod/soil when necessary. Metro Blooms will identify location for soil disposal and the CCM crew will deliver sod/soil to the disposal site. Metro Blooms' Landscape Designers and/or Landscape Architect will lead crew members through the construction of each raingarden including excavation, soil amendment, and mulch placement. Some raingardens may require the installation of conveyance practices such as downspout redirection and dry creek beds. CCM Crew may also work with Mississippi River Green Team during planting.</p>
<b>List hand and power tools needed for the project:</b>	<p>Spade shovels, flat shovels, wheelbarrows, garden rakes, pitchforks, Pulaski, loppers, and dump trailer.</p>

<p><b>Double-click to check the box that best describes the project.</b></p> <p>[Projects will be funded based on priority level, listed from high to low]</p>	<p><input checked="" type="checkbox"/> <b>HIGH - New installation or establishment of BMP's</b></p> <p><input type="checkbox"/> <b>MEDIUM - Maintenance of newly established BMP's (within a 3-year establishment period)</b></p> <p><input type="checkbox"/> <b>LOW - General maintenance beyond the establishment period</b></p>
<p><b>Is all permitting, contracting, landowner consent completed?</b></p> <p><b>If not, what is still required which may cause delay or cancellation of this project? Please explain.</b></p>	<p>No permitting required. Project participants have not yet been recruited by the Harrison Neighborhood Association. Recruitment would take place in spring 2016.</p>
<p><b>Has a TMDL implementation plan, watershed management plan, county comprehensive local water management plan, local surface water management plan, metro groundwater plan, surface water intake plan or well head protection plan been approved and locally adopted? Please explain.</b></p>	<p>This project lies within the Bassett Creek and Mississippi River Watersheds in Minneapolis, Minnesota. The main stem of Bassett Creek is a Bassett Creek Watershed Management Commission (BCWMC) Priority 1 stream, as listed in their watershed management plan. It is included on the Minnesota Pollution Control Agency's (MPCA) Impaired Waters list for aquatic life (due to chlorides) and aquatic recreation (due to fecal coliform). This area is also included in the 2014 MPCA Upper Mississippi River Bacteria TMDL &amp; Protection Plan.</p> <p>BCWMC goals as outlined in the 2015 BCWMC Watershed Management Plan call for increased public awareness of the impact that individuals, businesses and organizations have towards affecting water quality. The management plan calls for initiatives that motivate behavioral changes and engage the public as partners for improved water quality.</p>
<p><b>How will this project ensure practices implemented will be of long-lasting public benefit with a minimum 10 years effective life?</b></p>	<p>Each participant is required to sign a maintenance agreement, committing to maintain practices for at least 10 years. Hands-on maintenance trainings are held for participants and seasonal maintenance information is sent via email. Metro Blooms also provides information about where to purchase replacement materials and private maintenance contractors for hire.</p>

**Clean Water Fund  
Project Application**



<p><b>Describe the project's educational value and/or on-site education provided to the crew.</b></p>	<p>Metro Blooms' Landscape Designers and Landscape Architect provide the CCM crew with detailed instruction regarding grading, stormwater conveyance, and erosion control and provide basic training in the design and maintenance of raingardens and native plantings. Crews are educated about stormwater management and may work with Mississippi River Green Team during planting.</p>
<p><b>Local financial contribution - itemized description and amount:</b> [While there is no required match minimum, local financial contribution is still desired. Input in-kind staff time, non-state funds and/or project materials and total \$ amount]</p>	<p>A number of partners have been approached for grant funding for this 3-year project. Below are requests for year 1 funding.</p> <p>\$50,000 – Metropolitan Council (pending final approval)          \$150,000 – Youthprise (pending final approval)          \$3,000 – Bassett Creek Watershed Management Commission(pending final approval)</p>

**Application Deadline December 15!**

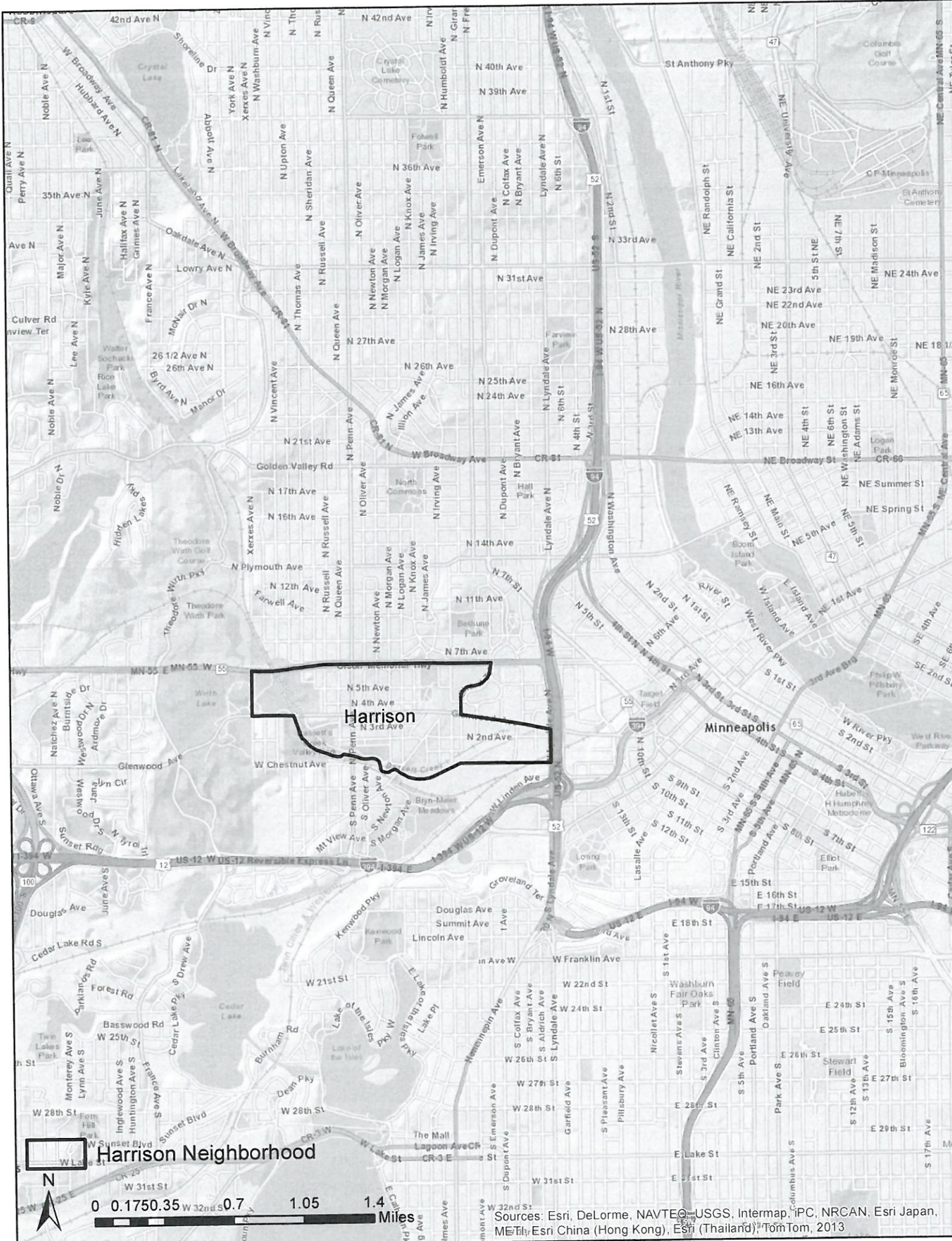
Submit completed electronic Project Application in MS Word format with PDF aerial photo/map of project location to [cleanwater@conservationcorps.org](mailto:cleanwater@conservationcorps.org)

**Conservation Corps Minnesota**

60 Plato Blvd E, Suite #210 St. Paul MN 55107

Phone: (651)209-9900 X 18

[www.conservationcorps.org](http://www.conservationcorps.org)



**Harrison**

**Minneapolis**

**Harrison Neighborhood**

0 0.175 0.35 0.7 1.05 1.4 Miles

Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, MEIT, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013



## Bassett Creek Watershed Management Commission

### MEMO

Date: January 13, 2015  
From: Laura Jester, Administrator  
To: BCWMC Commissioners  
RE: **Administrator's Report**

Aside from this month's agenda items, the Commission Engineers, city staff, committee members, and I continue to work on the following Commission projects and issues.

**CIP Projects** (see CIP Project Update Chart in "Information Only Items" of this month's agenda)

**2017 Plymouth Creek Restoration Project, Annapolis Lane to 2,500 feet Upstream (2017CR-P):** The feasibility study for this project is underway by the Commission. ([Feasibility study proposal](#) was approved at the September meeting.) A technical stakeholder meeting was held on 10/26/15 at the project site and included me, the Commission Engineer, Commissioner Black, City of Plymouth staff (including Parks and Recreation and Public Works staff), Army Corps of Engineers, and the MDNR. A public meeting was held the evening of 10/26/15 and was attended by me, the Commission Engineer, Mr. Ashe, Commissioner Black, and Alt. Commissioner Crough. Eleven residents attended from 8 different properties adjacent to the project area. No residents raised major concerns about the project – they were in support of restoration here even if some trees are removed in the process. At the December meeting, the Commission agreed that residents should be notified of the progress/process for the project but that additional public input would not be sought until the beginning of the design phase when tree loss and access areas are better known. A first draft of the study was sent to the City of Plymouth last week; after city comments are incorporated, the Commission will consider approval of the feasibility study at the February meeting. A webpage for the project was established at:

<http://www.bassettcreekwmo.org/CIP-Information/CIP-Projects/Plymouth/PlymouthCreek-Plymouth-2017/PlymouthCreek-CIP-Project2017-Plymouth.htm>.

**2017 Main Stem Bassett Creek Streambank Erosion Repair Project (2017CR-M):** The feasibility study for this project is underway by the Commission. ([Feasibility study proposal](#) was approved at the October meeting.) The Commission Engineer is beginning the technical portions of the study. Resident input is being sought in a variety of ways. A postcard was mailed to all households in both Bryn Mawr and Harrison neighborhoods in November. Also in November, Commissioner Black and I talked with residents at the Harrison Art Festival. I presented information about the project at both the Bryn Mawr and Harrison Neighborhood Association Board meetings in December and I'm scheduled to present the project to the Redevelopment Oversight Committee on February 2<sup>nd</sup>. The Phase I Environmental Investigation Report was sent to MPCA and Commission staff will be contacting landowners this month to obtain right of entries to collect samples for a Phase II Investigation. A webpage for the project was established at: <http://www.bassettcreekwmo.org/CIP-Information/CIP-Projects/Minneapolis/MainStem-Minneapolis-2017/MainStem-CIP-Project2017-Minneapolis.htm>

**2013 Four Season Area Water Quality Project (NL-2):** The City of Plymouth has been looking at different options for this area including the original stream restoration, using only rock to stabilize the channel, and a flocculation facility. The City received comments on these options at a public meeting in January. Currently, the City is waiting for the Four Seasons Mall property to redevelop with hopes of building treatment into a redevelopment project.

**2014 Schaper Pond Diversion Project, Golden Valley (SL-3):** The Commission approved 90% plans at their February 2015 meeting. The City's consultant (Barr Engineering) completed contract documents for the project May 21st, the bid advertisement publication date. The city council awarded the contract on July 7th to Sunram Construction. The pre-construction meeting was held July 30th. Mobilization began on November 11 and construction began on November 24. On December 10, the baffle was installed and fully deployed, and the contractor demobilized from the site for the season. In spring 2016, the contractor will perform final clean-up and any needed site restoration to ensure turf establishment.

**2014 Twin Lake In-lake Alum Treatment, Golden Valley (TW-2):** *There are no updates to this project since the report in July.* However, the volunteer collecting water samples reports the clarity has been over 4 meters all summer. From July: At their March 2015 meeting, the Commission approved the project specifications and directed the city to finalize specifications and solicit bids for the project. The contract was awarded to HAB Aquatic Solutions. The alum treatment spanned two days: May 18- 19, 2015 with 15,070 gallons being applied. Water temperatures and water pH stayed within the desired ranges for the treatment. Early transparency data from before and after the treatment indicates a change in Secchi depth from 1.2 meters before the treatment to 4.8 meters on May 20th. City staff reports no complaints or comments from residents since the treatment and also reports consistently clear water since the last actual reading on May 20<sup>th</sup>.

**2014 Briarwood/Dawnview Water Quality Improvement Project, Golden Valley (BC-7):** *No change since last update:* NewLook Contracting, the contractor for this project, completed the final punch list and other work including temporary stabilization of the disturbed areas and the utility work. City staff are working to process the final payment and close out the project. The native vegetation is coming in nicely and will remain the responsibility of the contractor for two years following the final completion date.

**2015 Main Stem Restoration Project 10th Avenue to Duluth Street, Golden Valley (2015CR):** The 90% design plans were approved by the Commission at their June 2015 meeting. The project is being constructed in two phases, each under separate contract. Phase one includes stream bank shaping, placement of field stone rock and 12-inch bio-logs, and repair of storm sewer outlets. Phase two includes the establishment of native vegetation along the stream which will commence immediately after phase one is completed and continue over two additional growing seasons to ensure proper establishment. The first phase of the project began November 23, 2015 after some delay due to high water levels.

Work in Areas A, E, and C3 are substantially complete. The contractor (Rachel Contracting) will return in spring to touch up and final grade, and relocate portions of the trail away from the stream in Area E. Clearing work to provide access to the creek corridor is complete in Areas C1 and C2 and is nearing completion in Areas D1 and D2. Clearing work in Area B is getting underway. (See map attached.)

The bid package for native vegetation establishment will go out in the next couple months. It is anticipated that the total contract amount for phase one and phase two work will be within the Watershed's overall project budget.

**2016 Northwood Lake Improvement Project, New Hope (NL-1):** At the August meeting, the Commission entered an agreement with the City of New Hope to design and construct the project and a sub-grantee agreement to carry out the majority of tasks in the Clean Water Partnership (CWP) grant work plan. At the September meeting, the Commission granted conditional approval of the 50% design plans for the project and authorized the City to proceed with final plans and contract documents. 90% design plans were presented and approved at the November Commission meeting. A \$400,000 Clean Water Fund grant from the MN Board of Water and Soil Resources was awarded to the Commission last month. A work plan for that grant will be developed later this

month. An interim report for the MPCA's Clean Water Partnership grant (\$300,000 awarded last year) is due February 1<sup>st</sup>.

**2016 Honeywell Pond Expansion Project, Golden Valley (BC-4):** At the August meeting, the Commission entered an agreement with the City of Golden Valley to design and construct the project. At the September meeting, the Commission granted conditional approval of the 50% design plans for the project and authorized the City to proceed with final plans and contract documents. 90% design plans were presented and approved at the November Commission meeting. The final plans and specs are being prepared currently. The project will be let with the Douglas Drive project, expected in early March. Construction of the pond will likely occur in 2017.

## Other Projects

**Hennepin County Natural Resources Partnership:** The last meeting I attended was in September. I did not attend the December meeting as it dealt with the emerald ash borer. (However, I did notify member city staff about the meeting and encouraged attendance by their forestry departments.)

**MPRB Ecological System Plan:** This project is now on hold until approximately late winter to allow the MPRB staff to concentrate on a different major comprehensive planning effort.

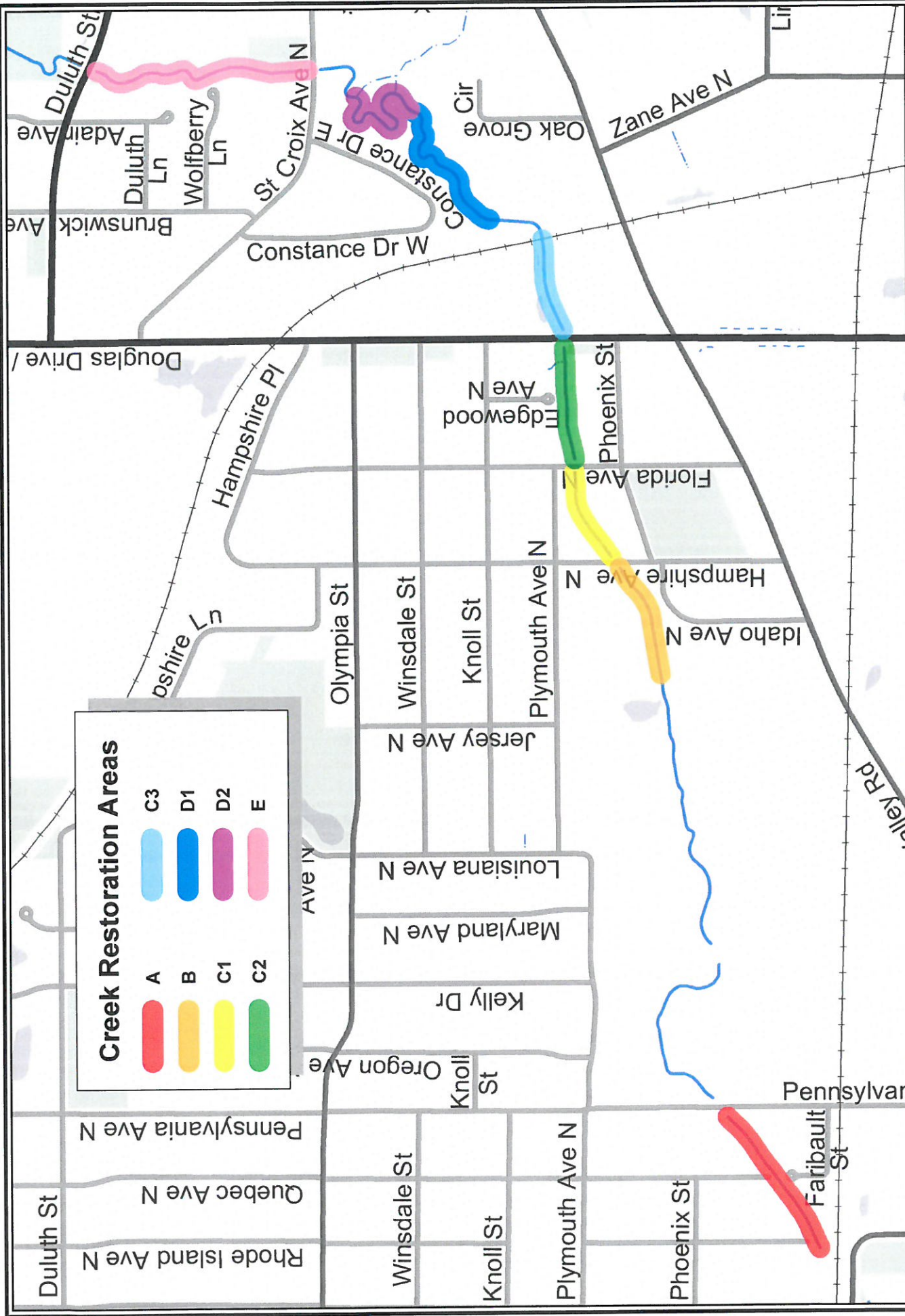
**Non-Point Education for Municipal Officials (NEMO) Workshops:** Two of the three workshops were held in 2015 (Lake Minnetonka on July 23<sup>rd</sup> and a winter maintenance workshop on October 7<sup>th</sup>). The NEMO planning team is assessing educational needs of local officials and will plan a 3<sup>rd</sup> workshop for early 2016.

**Website Redesign Project: (See Item 5D):** After previewing the site during and after the December Commission meeting, several comments were received from Commissioners and Commission staff on the draft website. The final touches are being added to the site with the anticipation of launching the new site in early February. A contract with HDR for on-going website maintenance and a website promotion plan are included for consideration in Item 5D.

**New Commissioner Materials:** Posting of materials to the website were completed earlier this year and are available at: <http://www.bassettcreekwmo.org/CommissionOrientation/CommissionOrientationHomepage.htm>.

**Records Retention/Management and Data Practices:** At the direction of the Administrative Services Committee, I updated the Commission's Records Retention Schedule and asked legal counsel to review and recommend any changes needed. Additionally, a Data Practices Procedure was drafted for the Commission by our legal counsel. The Commission will review these documents at a future meeting. Also, I continue to work on records management including locating all official records, determining what records should be disposed of or sent to the State Archives, how paper records can be digitized, and how and where to store our electronic records. I will be researching and gathering input on different options for records management and storage over the course of the year.

**Organizational Efficiencies:** At the direction of the Administrative Services Committee I will be drafting an organizational chart and have been discussing practices and procedures with TAC members, Commission staff, and Commissioners to ensure the proper and efficient use of staff's time and to streamline communications where needed.



**Creek Restoration Areas**

A	B	C1	C2	C3	D1	D2	E

Print Date: 11/10/2015  
 Sources:  
 -Hemphill County Surveyors Office for Property Lines (2015)  
 -City of Golden Valley for all other layers.



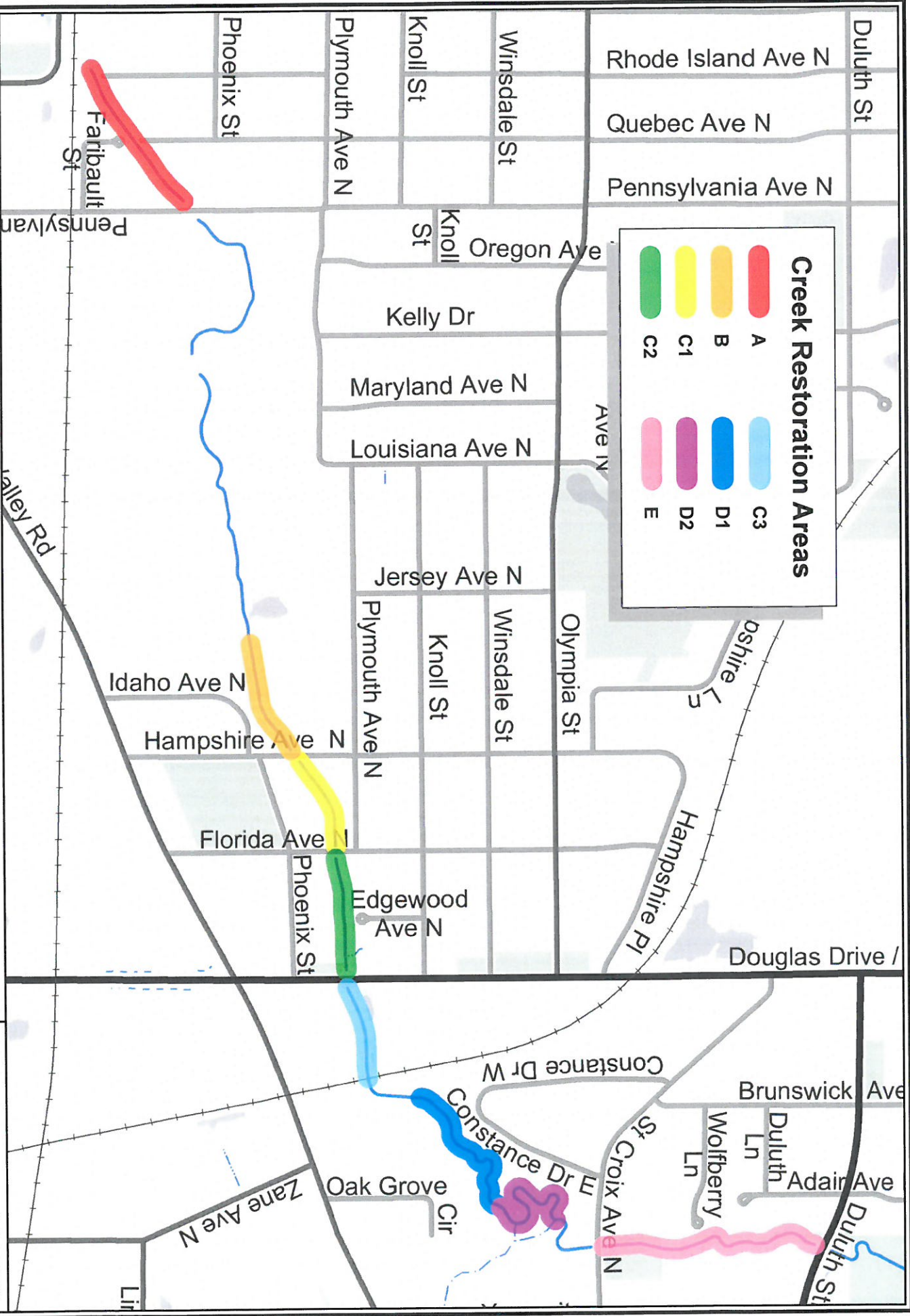
**2015 Bassett Creek Restoration Project  
 Improvement Locations**







# 2015 Bassett Creek Restoration Project Improvement Locations



Sources:  
-Hennepin County Surveyors Office  
for Property Lines (2015)  
-City of Golden Valley for all other layers.

Print Date: 11/10/2015

0 300 600 1,200 Feet

Minnesota  
**Campaign Finance &  
Public Disclosure Board**



190 Centennial Office Bldg, 658 Cedar St, St Paul, MN, 55155-1603. 651-539-1180, 800-657-3889, cf.board@state.mn.us.

**Date:** December 1, 2015

**To:** Laura Jester  
Bassett Creek WMO  
c/o Keystone Waters, LLC  
16145 Hillcrest Ln  
Eden Prairie, MN 55346

**From:** Campaign Finance and Public Disclosure Board

**Subject:** New requirement for public officials to annually recertify Statement of Economic Interest

You are receiving this notice because you are the contact person for an entity that has members or employees who are public officials. In 2015, the legislature changed the law governing annual Statements of Economic Interest. All public officials now must review their Statements of Economic Interest annually, make any modifications necessary to reflect changes that occurred during the past calendar year, and then recertify the statements as true and correct.

A public official must review and recertify his or her **statement even if nothing on it has changed or he or she left the public official position during the year**. The annual recertification is due by **January 25, 2016**.

Letters will be sent directly to all public officials in late December notifying them of the new recertification requirement and giving them the information necessary to recertify using the Board's online reporting system. Because mandatory recertification is a change from the previous law that required recertification only if something on the statement had changed, the Board is notifying you of the new requirement and asking for your help in informing your public officials of the change.

A list of the public officials associated with your entity is available on the Board's website at <http://www.cfboard.state.mn.us/eis/agatoz.html>. If there are any inaccuracies on the list, or if you have questions about the new requirement or reporting in general, please contact Andrew Schons at 651-539-1184, 800-657-3889, or [andrew.schons@state.mn.us](mailto:andrew.schons@state.mn.us).