



Bassett Creek Watershed Management Commission

Regular Meeting
Thursday, January 16, 2020
8:30 – 11:00 a.m.

Council Conference Room, Golden Valley City Hall, Golden Valley, MN

AGENDA

1. CALL TO ORDER and ROLL CALL

2. **CITIZEN FORUM ON NON-AGENDA ITEMS** - *Citizens may address the Commission about any item not contained on the regular agenda. A maximum of 15 minutes is allowed for the Forum. If the full 15 minutes are not needed for the Forum, the Commission will continue with the agenda. The Commission will take no official action on items discussed at the Forum, with the exception of referral to staff or a Commissions Committee for a recommendation to be brought back to the Commission for discussion/action.*

3. APPROVAL OF AGENDA

4. CONSENT AGENDA

- A. Approval of Minutes – December 19, 2019 Commission Meeting
- B. Acceptance of January 2020 Financial Report
- C. Approval of Payment of Invoices
 - i. Keystone Waters, LLC – December 2019 Administrative Services
 - ii. Keystone Waters, LLC – December 2019 Expenses
 - iii. Barr Engineering – December 2019 Engineering Services
 - iv. Triple D Espresso – January 2020 Meeting Refreshments
 - v. Wenck – December 2019 WOMP Monitoring
 - vi. Lawn Chair Gardener – December 2019 Administrative and Education Services
 - vii. Kennedy & Graven – November 2019 Legal Services
 - viii. Metro Blooms – Harrison Neighborhood Commercial Projects
 - ix. Wenck – November/December Bassett Creek Valley Study
 - x. Three Rivers Park District – Medicine Lake AIS Inspection Contribution
 - xi. CNA Surety – 2020 Premium
- D. Approval of Resolution to Transfer Funds from CIP Account to Administrative Account
- E. Approval of Resolution to Transfer Funds from Administrative Account to Channel Maintenance Fund and From Long-Term Maintenance Fund to Administrative Account
- F. Approval of Proposal from MMKR to Perform 2019 Financial Audit
- G. Approval of Contract with Wenck Associates for 2020 WOMP Monitoring Services
- H. Approval of Reimbursement Request from City of Crystal for Winnetka Pond Dredging Project (BCP-2)
- I. Approval to Amend Grant Contract with MnDNR for Floodplain Modeling & Mapping Project
- J. Approval for Administrator to Attend Climate Adaptation Conference

5. BUSINESS

- A. Receive Presentation from Metro Blooms with Update on Harrison Neighborhood Projects
- B. Consider Approval of Application for BWSR Lawns to Legumes Demonstration Neighborhood Grant
- C. Review Letter to MN Association of Watershed Districts on Chloride Limited Liability Legislation

D. Appoint Representative for BWSR Watershed Based Funding Convene Meeting

6. COMMUNICATIONS (10 minutes)

- A. Administrator's Report
 - i. [BWSR Performance Review and Assistance Program](#)
- B. Chair
 - i. Update on Staff Evaluations
- C. Commissioners
- D. TAC Members
 - i. January 10th Meeting Overview
- E. Committees
- F. Education Consultant
- G. Legal Counsel
- H. Engineer
 - i. Update on MnDNR Floodplain Modeling and Mapping Project

7. INFORMATION ONLY (Information online only)

- A. Administrative Calendar
- B. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
- C. Grant Tracking Summary and Spreadsheet
- D. TRPD 2019 AIS Inspection Report
- E. WCA Notice of Decision, Luce Line Trail Phase II
- F. WCA Notice of Decision, Plymouth
- G. WCA Notice of Decision, Hollydale Golf Course Plymouth

8. ADJOURNMENT

Upcoming Meetings & Events

- BCWMC Technical Advisory Committee Meeting: Friday, January 10, 9:00 a.m., Golden Valley City Hall
- Bassett Creek Watershed Management Commission Regular Meeting: Thursday February 20, 8:30 a.m., Golden Valley City Hall



Bassett Creek Watershed Management Commission

AGENDA MEMO

Date: January 8, 2020

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: Background Information for 1/16/20 BCWMC Meeting

1. **CALL TO ORDER and ROLL CALL**
2. **CITIZEN FORUM ON NON-AGENDA ITEMS**
3. **APPROVAL OF AGENDA – ACTION ITEM with attachment**
4. **CONSENT AGENDA**
 - A. Approval of Minutes – December 19, 2019 Commission Meeting- **ACTION ITEM with attachment**
 - B. Acceptance of January Financial Report - **ACTION ITEM with attachment (more details online)**
 - C. Approval of Payment of Invoices - **ACTION ITEM with attachments (online) – I reviewed the following invoices and recommend approval of payment.**
 - i. Keystone Waters, LLC – December 2019 Administrative Services
 - ii. Keystone Waters, LLC – December 2019 Expenses
 - iii. Barr Engineering – December 2019 Engineering Services
 - iv. Triple D Espresso – January 2020 Meeting Refreshments
 - v. Wenck – December 2019 WOMP Monitoring
 - vi. Lawn Chair Gardener – December 2019 Administrative and Education Services
 - vii. Kennedy & Graven – November 2019 Legal Services
 - viii. Metro Blooms – Harrison Neighborhood Commercial Projects
 - ix. Wenck – November/December Bassett Creek Valley Study
 - x. Three Rivers Park District – Medicine Lake AIS Inspection Contribution
 - xi. CNA Surety – 2020 Premium
 - D. Approval of Resolution to Transfer Funds from CIP Account to Administrative Account – **ACTION ITEM with attachment -** *Per its fiscal policies, each year the Commission transfers up to 2.5% of the taxes levied for CIP projects to the Commission's administrative account (annual operating funds) to offset the administrative costs of managing the CIP projects. In 2019, the Commission levied \$1,436,000 through Hennepin County. Staff recommends approving the resolution to transfer 2.0% of the levy amount or \$28,720 from the CIP account to the administrative account.*
 - E. Approval of Resolution to Transfer Funds from Administrative Account to Channel Maintenance Fund and From Long-Term Maintenance Fund to Administrative Account - **ACTION ITEM with attachment –** *Per its fiscal policies, each year the Commission transfers \$25,000 from the administrative account into the Channel Maintenance Fund. It also transfers \$25,000 from the administrative account into the Flood Control Project Long Term Maintenance Fund less the cost of flood control project (FCP) inspections, unless (as in 2019) the cost of the FCP inspections were more than \$25,000; then funding is only transferred from the FCP Long Term Maintenance Fund to the administrative account. Staff recommends approval of the attached resolution.*
 - F. Approval of Proposal from MMKR to Perform 2019 Financial Audit- **ACTION ITEM with attachment -** *Staff (including the Commission's Deputy Treasurer) recommends accepting the proposal from MMKR to perform the FY2019 financial audit.*

- G. Approval of Contract with Wenck Associates for 2020 WOMP Monitoring Services – **ACTION ITEM with attachment** - *Wenck Associates has been operating the Bassett Creek Watershed Outlet Monitoring Program (WOMP) station since 2013 and I recommend continuing to contract with them for this work per the contract and proposal attached; reviewed by the Commission’s legal counsel.*
- H. Approval of Reimbursement Request from City of Crystal for Winnetka Pond Dredging Project (BCP-2) – **ACTION ITEM with attachment** – *The vast majority of the work on this project was completed early in 2019. I reviewed the invoices and backup documentation for this reimbursement request and recommend approval. Vegetation establishment in the buffer area will continue this year.*
- I. Approval to Amend Grant Contract with MnDNR for Floodplain Modeling & Mapping Project – **ACTION ITEM with attachment** – *Due to some unexpected conditions and additional work required, there are some necessary updates and revisions to the scope, timing, and funding for the Floodplain Modeling and Mapping Project being performed through a DNR grant. Staff recommends approval of the revised grant contract and scope which have been reviewed by the Commission attorney and DNR staff. Engineer Chandler will provide an update on the project’s progress during communications at this meeting.*
- J. Approval for Administrator to Attend Climate Adaptation Conference – **ACTION ITEM no attachment** – *I am requesting to attend the January 22nd Climate Adaptation Conference in St. Paul as there are several sessions and posters that may assist and inform how the BCWMC plans for changing precipitation patterns. Registration is \$125 and attendance would be approximately 8 hours of time – both of which fit into the Administrator budget line. <https://www.wrc.umn.edu/news-events/climateadaptationconference>*

5. BUSINESS

- A. Receive Presentation from Metro Blooms with Update on Harrison Neighborhood Projects – **INFORMATION ITEM with attachment** – *Since early 2017, Metro Blooms has been working in the Minneapolis’ Harrison Neighborhood to engage residents and install best management practices along residential boulevards and on commercial properties. These programs have been implemented with grant funding to the BCWMC from the Met Council and MN Board of Water and Soil Resources (BWSR). Staff with Metro Blooms will present an update on these programs, including their successes and challenges to working in this area.*
- B. Consider Approval of Application for BWSR Lawns to Legumes Demonstration Neighborhood Grant – **ACTION ITEM with attachment** – *The MN Board of Water and Soil Resources (BWSR) has a new grant program for individual residents and neighborhood groups to convert turf grass to native plantings that benefit pollinator species and improve water quality. Similar to the grant funded projects described in 5A above, Metro Blooms is requesting that the BCWMC apply for grant funds for a “Lawns to Legumes” neighborhood demonstration project to be implemented in north Minneapolis neighborhoods in the Bassett Creek Watershed. Staff recommends approval of the grant application. Metro Blooms has a history of successful resident engagement and project implementation in this area and consistently provides excellent grant reporting details and documentation.*
- C. Review Letter to MN Association of Watershed Districts on Chloride Limited Liability Legislation – **ACTION ITEM with attachment** – *At the December Commission meeting, I was directed to draft a letter to MAWD’s executive director requesting that MAWD actively lobby for the chloride limited liability legislation during the 2020 MN Legislative Session. The draft letter is attached – I’m happy to revise, as needed.*

- D. Appoint Representative for BWSR Watershed Based Funding Convene Meeting – ACTION ITEM with attachment – *As I reported at the December meeting, an initial “convene meeting” to discuss and make decisions on BWSR’s Watershed Based Funds for this biennium will be held soon. The Commission should appoint a representative to attend that meeting and subsequent meetings on the BCMWC’s behalf. Please see the attached memo for additional information.*

6. COMMUNICATIONS (10 minutes)

- A. Administrator’s Report - **INFORMATION ITEM with attachment**
 - i. Update on BWSR Performance Review and Assistance Program
- B. Chair
 - i. Update on Staff Evaluations
- C. Commissioners
- D. TAC Members
 - i. January 10th Meeting Overview
- E. Committees
- F. Education Consultant
- G. Legal Counsel
- H. Engineer
 - i. Update on MnDNR Floodplain Modeling and Mapping Project

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- A. Administrative Calendar
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8. ADJOURNMENT

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Bassett Creek Watershed Management Commission

DRAFT Minutes of Regular Meeting
Thursday, December 19, 2019
8:30 a.m.
Golden Valley City Hall, Golden Valley MN

1. CALL TO ORDER and ROLL CALL

On Thursday, December 19, 2019 at 8:35 a.m. in the Council Conference Room at Golden Valley City Hall (7800 Golden Valley Rd.), Vice Chair Welch called the meeting of the Bassett Creek Watershed Management Commission (BCWMC) to order.

Commissioners and city staff present:

City	Commissioner	Alternate Commissioner	Technical Advisory Committee Members (City Staff)
Crystal	Dave Anderson	<i>Vacant Position</i>	<i>Absent</i>
Golden Valley	Stacy Harwell (Treasurer)	Jane McDonald Black	Jeff Oliver
Medicine Lake	<i>Absent</i>	Gary Holter	<i>Absent</i>
Minneapolis	Michael Welch (Vice Chair)	<i>Vacant Position</i>	Shahram Missaghi, Liz Stout, Lisa Goddard
Minnetonka	Mike Fruen	<i>Absent</i>	Sarah Schweiger
New Hope	<i>Absent</i>	Patrick Crough	Megan Hedstrom
Plymouth	Jim Prom (Chair)	Catherine Cesnik	Ben Scharenbroich
Robbinsdale	<i>Vacant Position</i>	<i>Absent</i>	Marta Roser, Richard McCoy
St. Louis Park	Jim de Lambert	<i>Absent</i>	Erick Francis
Administrator	Laura Jester, Keystone Waters		
Engineer	Karen Chandler, Barr Engineering		
Recorder	Dawn Pape, Lawn Chair Gardener		
Legal Counsel	Dave Anderson, Kennedy & Graven		
Presenters/ Guests/Public	Chris Meehan and Eileen Weigel, Wenck Associates Ryan Lunderby, Brady DeVore, and Casey Harris, Dominionium Sam Trebesch, Val Anderson, and Mike St. Martin, Loucks McKenzie Erickson, Minneapolis Resident		

2. CITIZEN FORUM ON NON-AGENDA ITEMS

No comments.

3. APPROVAL OF AGENDA

Administrator Jester requested the addition of an agenda item: 5E Approval to Amend Agreement with Met Council for Work Related to Blue Line LRT. [Chair Prom arrives.]

MOTION: Commissioner de Lambert moved to approve the agenda as amended. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

4. CONSENT AGENDA

The following items were approved as part of the consent agenda: November 20, 2019 Commission meeting minutes, December 2019 financial report, payment of invoices, approval of City of Plymouth reimbursement request for Plymouth Restoration Project, approval of grant agreement with MPCA for Sweeney Lake Water Quality Improvement Project, approval to amend educational services contract with Lawn Chair Gardener Creative Services, approval of single-family home redevelopment in Medicine Lake, and approval to direct commission engineer to submit flood control inspection report to cities, MN DNR, and U.S. Army Corps of Engineers.

The general and construction account balances reported in the December 2019 Financial Report are as follows:

Checking Account Balance	\$ 444,464.33
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TOTAL GENERAL FUND BALANCE	\$ 444,464.33
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TOTAL CASH & INVESTMENTS ON-HAND (12/19/19)	\$4,900,393.15
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CIP Projects Levied – Budget Remaining	\$ (6,791,968.15)
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Closed Projects Remaining Balance	\$ (376,903.12)
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2012-2017 Anticipated Tax Levy Revenue	\$ 8,547.78
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2018 Anticipated Tax Levy Revenue	\$ 10,861.11
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Anticipated Closed Project Balance	\$ (357,494.23)
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MOTION: Commissioner Welch moved to approve the consent agenda. Commissioner de Lambert seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

5. BUSINESS

A. Consider Approval of Final Bassett Creek Valley Study Report

Administrator Jester introduced Chris Meehan from Wenck Associates who explained that some minor changes were made to the report since the Commission reviewed the draft report last month. He went through cost adjustments, made comparisons to similar regional projects, and explained why the final draft only discusses the third option presented in the BCWMC’s Bryn Mawr Meadows Water Quality Improvement Project feasibility study, as the BCWMC decided this was the most viable option to pursue. Mr. Meehan noted the next steps in the process are to work with the Minneapolis Park and Recreation Board (MPRB) on Bryn Mawr Meadows Park redevelopment and Luce Line projects, work with permitting agencies, and complete sediment testing in the city’s west impound lot.

TAC member Liz Stout added that the City of Minneapolis recognizes that the completion of this study is a first step because partners and funding still need to be identified.

Commission Engineer Chandler mentioned that the report could clarify next steps because the report currently implies that construction is the next step. Since it is a collaborative process, there is a need to keep looking at regional solutions. She noted she would also like to further discussion about how this project would complement the Commission's Bryn Mawr Meadows CIP project.

Commissioner Welch stated that the report does a nice job of laying out the issues and finding viable solutions. He noted that the MPRB needs to be aware of the results of the sediment testing in the impound lot and asked that results be provided to commissioners as well.

MOTION: Commissioner Welch moved to approve the final Bassett Creek Valley Floodplain and Stormwater Management Study report. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

B. Receive Presentation and Discuss Dominion Project Plans and Agreements for Four Seasons Area Mall Redevelopment

Administrator Jester reminded commissioners that a local developer, Dominion, plans to redevelop the Four Seasons Mall Site in Plymouth and to incorporate water quality treatment that exceeds the Commission's redevelopment requirements. She noted that BCWMC staff have been working with Dominion staff on structuring an agreement to reimburse Dominion up to \$824,000 in CIP funds for the "above and beyond" stormwater treatment, and to review the stormwater analyses for both the redevelopment site and the CIP project.

Ryan Lunderby with Dominion introduced the project and reported that Dominion is under contract with Walmart for redevelopment in this location. They are planning to develop 418 apartments in 3 buildings that include senior living and affordable housing with 4 retail spaces and a park and ride. He reported the project received PUD approval from the City of Plymouth and that they are working toward closing in June 2020.

Sam Trebesch with Dominion's consulting engineering firm, Loucks, presented more information on the proposed site plan which is situated adjacent to the North Branch of Bassett Creek and also near public and private wetlands. He gave an overview of the stormwater management components of the redevelopment project noting a mix of ponds and underground treatment. For the "above and beyond" treatment, they propose a new stormwater pond in the northwest corner of the property, a new pond located within the wetland area to the south, routing of the creek through the new pond for additional treatment, and restoring the remaining southern wetland to provide additional treatment. Ben Scharenbroich (city of Plymouth), noted a forebay would also be installed in the southern wetland to help treat stormwater flowing from the neighborhood to the west.

Mr. Trebesch noted the project will remove approximately 136.2 pounds of phosphorus which is 123.6 pounds above the minimum 12.6 required by BCWMC stormwater rules. Commissioner Harwell asked whether there will be filtration benches in the stormwater pond. Mr. Trebesch responded that there will be and that infiltration is not possible because of clay soils. He noted that iron enhanced sand will likely be used in the stormwater pond's bench to capture more phosphorus.

Commission Engineer Chandler noted that data gathered by the city of Plymouth shows pollution concentrations in the creek are even higher than known during the Agora Project development and that the P8 model was updated with this new information. She reported that this design captures a significant amount of pollution but also noted that due to P8 model changes, this project captures a lower percentage of overall pollution as compared to the Agora redevelopment project.

Commissioner Harwell asked that the agreement with Dominion include a requirement for chloride management similar to the original agreement for the Agora Project.

Commission Attorney Anderson reported that he has been negotiating terms of the agreement with Dominion, noting this agreement will be directly with the private developer. He mentioned that Dominion had hoped to structure the agreement as a loan to be forgiven at some point in the future, rather than a “grant” as it was structured for the Agora Project. He noted that a loan arrangement does not appear to be permissible by law.

There was further discussion about the amount of total phosphorus removals, city of Plymouth’s ongoing review and comments on the project, and further modeling needed before project plans are complete. Engineer Chandler also noted the need for Dominion to discuss the project with the MDNR as a permit may be needed to work in the creek.

Alternate Commissioner McDonald Black stated that the Agora Project included an educational component. Attorney Anderson replied that the current draft agreement does include an educational component requirement.

Administrator Jester asked about timing of the project and agreements moving forward. Mr. Lunderby noted that a formal commitment on funding from the Commission is necessary in the near future in order to apply for affordable housing funds. He noted that if costs for the “above and beyond” treatment are higher than the CIP funds available, then it may not make sense to do the project. He noted that loaned funding doesn’t have a tax burden like granted funds. Attorney Anderson said he appreciated Dominion’s concerns, but that the Commission cannot be put at risk legally; that the Commission only has so much statutory authority for use of CIP funds.

This was an informational item only at this point. Staff was directed to continue working with Dominion on the project plans and the agreement and to bring refined plans to a future meeting.

C. Receive Report on MN Association of Watershed District (MAWD) Annual Meeting

Chair Prom and Vice Chair Welch attended the MAWD annual meeting in Alexandria as delegates of the BCWMC. Administrator Jester also attended. Chair Prom reported he believes it’s beneficial for the Commission to be a MAWD member and that it was beneficial to network with others, and that there is a significant amount of institutional knowledge that can be valuable to the Commission. Commissioner Welch said that hopes more Commissioners will attend future MAWD conferences. He also noted that the quarterly Metro MAWD meetings are beneficial. Commissioner Fruen also added support for being a MAWD member noting that when he attended the MAWD meeting in 2018, he found value in the peer conversations.

Administrator Jester noted the BCWMC was recognized for its 50th anniversary at the Friday night banquet.

D. Receive Update on October/November TAC Meetings and Assign January TAC Meeting Liaison

The TAC met on October 4th and November 25th to discuss a variety of topics, but mostly to review the BCWMC water monitoring program. A TAC recommendation regarding the water monitoring program is expected at the January Commission meeting. The Commission appointed Commissioner de Lambert as the liaison for the January 10th TAC meeting.

E. Amend the agreement with the Met Council to extend the term of the agreement related to work on the Blue Line LRT until Dec. 31, 2020

MOTION: Commissioner Welch moved the amendment to the agreement. Alternate Commissioner Crough seconded the motion. Upon a vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

6. COMMUNICATIONS

A. Administrator’s Report

- i. Update on BSWR Watershed-Based Funding. Administrator Jester attended an informational meeting and reported (similar to earlier reports) that the watershed groups on the west side of the Mississippi River will work together to determine projects for watershed based funds based on targeted, prioritized, and

measurable goals. She noted that meetings convening the watershed groups will include representatives from two cities and will be led by BWSR staff.

- ii. Update on MTDs Discussion. Administrator Jester noted that the MPCA is working to set up a meeting of staff with watersheds interested in this topic so progress continues.
- iii. Administrator Jester reminded commissioners to complete the State Campaign and Finance Board's required paperwork and that it's different from the conflict of interest form she will distribute next month.

B. Chair

- i. Update on Staff Evaluations. Chair Prom noted that most comments have been received from TAC members and that he is still looking for Commissioners to respond. Commissioner Welch noted that Chair Prom should have discretion on whether or not to call an Administrative Services Committee meeting to review the evaluations. Chair Prom noted that he will likely simply compile the results and bring to the January meeting.

C. Commissioners

- i. Commissioner Welch talked about chloride legislation noting that the Minnesota Nursery and Landscape Association is not going to lobby for the bill again this year. Commissioner Welch thinks BCWMC needs to communicate with MAWD requesting that they spearhead an effort to get the legislation passed. Administrator Jester will forward the Hennepin Chloride work/presentation to the Commission. Ms. Pape stated that the state efforts of training applicators are going well, but some applicators are still over applying because there is still a demand from consumers to over apply. She noted we need a top-down and bottom-up education approach. BCWMC "Salt Smart" education campaign is a start in changing cultural norms of over salting, but we need active participants (like Commissioners) to help distribute information cards.

Administrator Jester was directed to draft a letter to MAWD regarding support of the legislation and bring to January meeting.

D. TAC Members

- i. Upcoming meeting 1/10
- ii. **Committees** - No reports

E. Education Consultant

- i. Volunteers needed at the Mid-winter Lions Convention January 10th and 11th – Commissioners Welch, Noon (via email), and Holter stepped forward to volunteer

F. Legal Counsel - No report

G. Engineer

- i. Update on Sewer Line Crossing Bassett Creek and WOMP Station
Engineer Chandler reported that the sewer line crossing at Irving Ave will impact the WOMP station and that through their work on the project, the city found petroleum contamination in Bryn Mawr Meadows Park at the location where the ponds for the Commission's CIP project are slated.

7. INFORMATION ONLY (Information online only)

- A. Administrative Calendar
- B. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
- C. Grant Tracking Summary and Spreadsheet
- D. WMWA November Meeting Minutes
- E. Hennepin Co. AIS Prevention Grant Report
- F. WCA Notices of Decision, Plymouth
- G. WCA Notices of Application and Decision, Medicine Lake
- H. WCA Notice of Application and Decision, Luce Line Trail

8. ADJOURNMENT - The meeting adjourned at 10:02 a.m.

BEGINNING BALANCE	11-Dec-2019	444,464.33	
ADD:			
General Fund Revenue:			
Interest less Bank Fees		(7.74)	
Assessments:			
2020 - Assessments			
Golden Valley	2020 Assessment	144,693.00	
Other:			
LMCIT	Ins Dividend	303.00	
Hennepin County	Plant Survey Grant	8,166.93	
Reimbursed Construction Costs		957,261.72	
	Total Revenue and Transfers In		1,110,416.91
DEDUCT:			
Checks:			
3261 Barr Engineering	Dec Engineering	50,891.60	
3262 Kennedy & Graven	Nov Legal	1,502.45	
3263 Keystone Waters	Dec Admin	4,447.79	
3264 Lawn Chair Gardener	Dec Admin/Outreach	786.65	
3265 Triple D Espresso	Jan Meeting	111.75	
3266 Wenck Associates	WOMP/Bassett Creek Study	6,795.50	
3267 City of Crystal	Winnetka Pond	930,156.42	
3268 Metro Blooms	Harrison Project	1,906.00	
3269 Three Rivers Park District	Watercraft Inspections	5,000.00	
3270 CNA Surety	2020 Treasurer Bond	100.00	Prepaid
	Total Checks/Deductions		1,001,698.16
Outstanding from previous month:			
3259 Metro Blooms	Harrison Neighborhood	25,364.10	
ENDING BALANCE	8-Jan-2020		553,183.08

Bassett Creek Watershed Commission
 General Fund (Administration) Financial Report

(UNAUDITED)

Fiscal Year: February 1, 2019 through January 31, 2020

MEETING DATE: January 16, 2020

	2019/2020 BUDGET	CURRENT MONTH	YTD 2019/2020	BALANCE
OTHER GENERAL FUND REVENUE				
ASSESSMENTS TO CITIES	529,850	0.00	529,850.00	0.00
PROJECT REVIEW FEES	60,000	0.00	47,596.50	12,403.50
WOMP REIMBURSEMENT	5,000	0.00	5,500.00	(500.00)
METROPOLITAN COUNCIL - LRT		0.00	10,399.50	
METRO BLOOMS - MET COUNCIL GRANT		0.00	1,000.00	
THREE RIVERS PARK DISTRICT - CURLY LEAF POND		0.00	1,694.22	
HENNEPIN COUNTY - PLANT SURVEY GRANT		8,166.93	8,166.93	
CITY OF MINNEAPOLIS-BASSETT CREEK STUDY		0.00	51,398.11	
TRANSFERS FROM LONG TERM FUND & CIP	76,000	0.00	0.00	76,000.00
REVENUE TOTAL	670,850	8,166.93	655,605.26	87,903.50
EXPENDITURES				
ENGINEERING & MONITORING				
TECHNICAL SERVICES	130,000	10,414.26	144,407.07	(14,407.07)
DEV/PROJECT REVIEWS	80,000	4,903.50	53,788.70	26,211.30
NON-FEE/PRELIM REVIEWS	15,000	1,518.00	30,134.98	(15,134.98)
COMMISSION AND TAC MEETINGS	12,000	472.50	12,109.36	(109.36)
SURVEYS & STUDIES	20,000	0.00	16,315.96	3,684.04
WATER QUALITY/MONITORING	78,000	4,679.04	58,310.76	19,689.24
WATER QUANTITY	10,000	0.00	9,998.36	1.64
ANNUAL FLOOD CONTROL INSPECTIONS	48,000	3,222.50	26,744.18	21,255.82
REVIEW MUNICIPAL PLANS	4,000	420.00	5,406.00	(1,406.00)
WOMP	20,500	1,372.60	17,597.52	2,902.48
APM / AIS WORK	32,000	5,000.00	21,246.12	10,753.88
ENGINEERING & MONITORING TOTAL	449,500	32,002.40	396,059.01	53,440.99
PLANNING				
Next Generation Plan Development	12,000	0.00	0.00	12,000.00
MAINTENANCE FUNDS TOTAL	12,000	0.00	0.00	12,000.00
ADMINISTRATION				
ADMINISTRATOR	69,200	3,888.00	58,734.00	10,466.00
LEGAL COSTS	17,000	1,502.45	11,164.40	5,835.60
AUDIT, INSURANCE & BONDING	18,000	0.00	15,892.00	2,108.00
FINANCIAL MANAGEMENT	3,500	0.00	0.00	3,500.00
MEETING EXPENSES	1,500	111.75	1,341.00	159.00
ADMINISTRATIVE SERVICES	15,000	992.49	12,129.34	2,870.66
ADMINISTRATION TOTAL	124,200	6,494.69	99,260.74	24,939.26
OUTREACH & EDUCATION				
PUBLICATIONS/ANNUAL REPORT	1,300	0.00	1,263.00	37.00
WEBSITE	3,000	0.00	1,617.48	1,382.52
PUBLIC COMMUNICATIONS	1,000	0.00	877.72	122.28
EDUCATION AND PUBLIC OUTREACH	25,000	353.95	22,939.36	2,060.64
WATERSHED EDUCATION PARTNERSHIPS	15,850	0.00	13,810.00	2,040.00
OUTREACH & EDUCATION TOTAL	46,150	353.95	40,507.56	5,642.44
MAINTENANCE FUNDS				
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
MAINTENANCE FUNDS TOTAL	50,000	0.00	0.00	50,000.00
TMDL WORK				
TMDL IMPLEMENTATION REPORTING	10,000	0.00	214.50	9,785.50
TMDL WORK TOTAL	10,000	0.00	214.50	9,785.50
DUE FROM OTHER GOVERNMENTS				
Due from City of Minneapolis	0	5,485.40	97,167.36	(97,167.36)
	0	5,485.40	97,167.36	(97,167.36)
TOTAL EXPENSES	691,850	44,336.44	633,209.17	58,640.83

BCWMC Construction Account
 Fiscal Year: February 1, 2018 through January 31, 2020
 January 2020 Financial Report

(UNAUDITED)

Cash Balance 12/10/2019				
Cash			2,318,252.43	
	Transfer from Channel Maintenance BCP-2		9,050.00	
		Total Cash		2,327,302.43
Investments:				
	Minnesota Municipal Money Market (4M Fund)		2,500,000.00	
	2018-19 Dividends		44,653.88	
	2019-20 Dividends		37,487.44	
	Dividends-Current		3,033.90	
		Total Investments		2,585,175.22
		Total Cash & Investments		4,912,477.65
Add:				
	Interest Revenue (Bank Charges)		(60.16)	
	State of MN - Market Value Homestead Credit		2.39	
		Total Revenue		(57.77)
Less:				
	CIP Projects Levied - Current Expenses - TABLE A		(939,065.92)	
	Proposed & Future CIP Projects to Be Levied - Current Expenses - TABLE B		(14,735.80)	
		Total Current Expenses		(953,801.72)
		Total Cash & Investments On Hand 1/8/2020		3,958,618.16
	Total Cash & Investments On Hand		3,958,618.16	
	Current Anticipated Levy -2019 (July 19/Dec 19/Jan 20)		14,671.88	
	Current Anticipated Levy -2020 (July 20/Dec 20/Jan 21)		1,500,000.00	
	CIP Projects Levied - Budget Remaining - TABLE A		(5,976,253.23)	
	Closed Projects Remaining Balance		(502,963.19)	
	2012 - 2017 Anticipated Tax Levy Revenue - TABLE C		8,547.78	
	2018 Anticipated Tax Levy Revenue - TABLE C		10,861.11	
	Anticipated Closed Project Balance		(483,554.30)	
	Proposed & Future CIP Project Amount to be Levied - TABLE B		0.00	

TABLE A - CIP PROJECTS LEVIED

	Approved Budget	Current Expenses	2019 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget	Grant Funds Received
Lakeview Park Pond (ML-8) (2013)	11,590	0.00	0.00	11,589.50	0.00	
Four Seasons Mall Area Water Quality Proj (NL-2)	990,000	8,761.00	12,092.72	175,000.06	814,999.94	
2014						
Schaper Pond Enhance Feasibility/Project (SL-1)(SL-3)	612,000	0.00	51,616.59	427,671.45	184,328.55	
Briarwood / Dawnview Nature Area (BC-7)	250,000	0.00	0.00	250,000.00	0.00	
Twin Lake Alum Treatment Project (TW-2)	163,000	0.00	0.00	91,037.82	71,962.18	
2015						
Main Stem 10th to Duluth (CR2015) Close Project	1,503,000	0.00	114,601.05	1,118,347.29		
2016						
Northwood Lake Pond (NL-1) ²	822,140					
Budget Amendment	611,600	1,433,740	0.00	1,447,143.38	(13,403.38)	700,000
2017						
Main Stem Cedar Lk Rd-Dupont (2017CR-M)	400,000	1,064,472	0.00	0.00	132,029.25	932,442.75
	664,472					
Plymouth Creek Restoration (2017 CR-P)	580,930	863,573	0.00	32,638.94	627,329.10	236,243.90
	282,643					200,000
2018						
Bassett Creek Park & Winnetka Ponds Dredging (BCP-2)	1,000,000					
Mar-19 Budget Adj	114,301					
Mar-19 From Channel Maint	9,050	930,156.42	930,335.55	1,063,148.32	60,202.68	
2019						
Decola Ponds B&C Improvement(BC-2,BC-3,BC-8)	1,031,500	0.00	157.50	85,967.56	945,532.44	34,287
Westwood Lake Water Quality Improvement Project(Feasibility)	404,500	0.00	0.00	41,064.20	363,435.80	
2020						
Bryn Mawr Meadows (BC-5)	904,900	0.00	2,183.47	97,687.03	807,212.97	
Jevne Park Stormwater Mgmt Feasibility (ML-21)	500,000	0.00	15,936.46	46,390.75	453,609.25	
Crane Lake Improvement Proj (CL-3)	582,837	0.00	6,838.50	12,000.85	570,836.15	
Sweeney Lake WQ Improvement Project (SL-8)	550,000	148.50	1,150.00	1,150.00	548,850.00	
	11,988,463	939,065.92	1,167,550.78	5,627,556.56	5,976,253.23	

TABLE B - PROPOSED & FUTURE CIP PROJECTS TO BE LEVIED

	Approved Budget - To Be Levied	Current Expenses	2019 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget
2021					
Main Stem Dredging Project (BC-7)	0	4,472.84	31,464.96	40,455.72	(40,455.72)
Mt Olivet Stream Restoration (MN-20)	0	4,027.00	14,767.12	16,033.12	(16,033.12)
Parkers Lake Stream Restoration (PL-7)	0	6,235.96	20,761.04	22,419.04	(22,419.04)
2021 Project Totals	0	14,735.80	66,993.12	78,907.88	(78,907.88)
Total Proposed & Future CIP Projects to be Levied	0	14,735.80	66,993.12	78,907.88	(78,907.88)

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
2020 Tax Levy	1,500,000.00		1,500,000.00				1,500,000.00	1,500,000.00
2019 Tax Levy	1,436,000.00		1,436,000.00	0.00	1,421,328.12	1,421,328.12	14,671.88	1,436,000.00
2018 Tax Levy	1,346,815.00		1,346,815.00	0.00	(544.54)	1,335,953.89	10,861.11	947,115.00
2017 Tax Levy	1,303,600.00	(10,691.48)	1,292,908.52	0.00	(2,077.64)	1,287,681.99	5,226.53	1,303,600.00
2016 Tax Levy	1,222,000.00	(9,526.79)	1,212,473.21	0.00	235.12	1,210,059.79	2,413.42	1,222,000.00
2015 Tax Levy	1,000,000.00	32.19	1,000,032.19	0.00	112.43	999,350.47	681.72	1,000,000.00
2014 Tax Levy	895,000.00	(8,533.75)	886,466.25	0.00	451.48	886,240.14	226.11	895,000.00
				0.00			34,080.77	

OTHER PROJECTS:

	Approved Budget	Current Expenses / (Revenue)	2019 YTD Expenses / (Revenue)	INCEPTION To Date Expenses / (Revenue)	Remaining Budget
TMDL Studies					
TMDL Studies	135,000	0.00	0.00	107,765.15	27,234.85
TOTAL TMDL Studies	135,000	0.00	0.00	107,765.15	27,234.85
Flood Control Long-Term					
Flood Control Long-Term Maintenance	694,573	1,554.00	48,126.50	389,576.91	
Less: State of MN - DNR Grants		0.00	(44,304.90)	(141,846.90)	
	694,573	1,554.00	3,821.60	247,730.01	446,842.99
Annual Flood Control Projects:					
Flood Control Emergency Maintenance	500,000	0.00	0.00	0.00	500,000.00
Annual Water Quality					
Channel Maintenance Fund	400,000		0.00	255,619.60	
19-Mar Transfer to BCP-2	(9,050)				
	390,950			255,619.60	135,330.40
Metro Blooms Harrison Neighborhood CWF Grant Project					
BWSR Grant	134,595	1,906.00	64,016.05	87,892.89	46,702.11
	134,595	1,906.00	64,016.05	20,594.89	(67,298.00)
Total Other Projects	1,864,168	3,460.00	67,837.65	564,411.65	953,481.95



Item 4D.
BCWMC 1-16-20

Bassett Creek Watershed Management Commission

RESOLUTION NO. 20-01

Member _____ introduced the following resolution and moved its adoption:

A RESOLUTION APPROVING THE REIMBURSEMENT TO THE BASSETT CREEK WATERSHED MANAGEMENT COMMISSION 2.0% OF THE TAX LEVY REQUEST TO HENNEPIN COUNTY FOR COLLECTION IN 2019, 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 \$28,720, which is 2.0% of the BCWMC's August 2018 tax request in the amount of \$1,436,000 to Hennepin County for collection in 2019, 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.



Bassett Creek Watershed Management Commission

RESOLUTION NO. 20-02

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 FROM THE FLOOD CONTROL LONG-TERM MAINTENANCE ACCOUNT TO THE ADMINISTRATIVE 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. \$19,593 will be transferred from the Bassett Creek Watershed Management Commission’s Flood Control Long-Term Maintenance account to the Administrative Account to cover the estimated costs of the 2019 BCWMC Flood Control Project inspections of \$44,593 less the \$25,000 already in the Administrative Account for 2019 inspections.

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 4F.
BCWMC 1-16-20

PRINCIPALS

Thomas A. Karnowski, CPA
Paul A. Radosevich, CPA
William J. Lauer, CPA
James H. Eichten, CPA
Aaron J. Nielsen, CPA
Victoria L. Holinka, CPA/CMA
Jaclyn M. Huegel, CPA
Kalen T. Karnowski, CPA

December 31, 2019

Ms. Sue Virnig, Treasurer
Bassett Creek Watershed
Management Commission
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 those services you desire, please sign both copies, return one copy to our office, and keep the other copy for your files. **Please note that a second signature line has been included on our engagement letter this year and we are requesting the letter be signed by a representative of the Board of Commissioners in addition to management. The purpose of this is to provide documentation that certain required communications included in the engagement letter have been received by governance.**

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 black ink that reads "William J. Lauer". The signature is written in a cursive, flowing style.

William J. Lauer, CPA
Principal

WJL:lj

Enclosures



PRINCIPALS

Thomas A. Karnowski, CPA
Paul A. Radosevich, CPA
William J. Lauer, CPA
James H. Eichten, CPA
Aaron J. Nielsen, CPA
Victoria L. Holinka, CPA/CMA
Jaclyn M. Huegel, CPA
Kalen T. Karnowski, CPA

December 31, 2019

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 for the Bassett Creek Watershed Management Commission (the Commission) for the year ended January 31, 2020. 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, 2020. 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 • Phone: 952-545-0424 • Fax: 952-545-0569 • www.mmkr.com

We will also prepare a management letter for the Board of Commissioners and administration. This letter will include certain required communications to governance, and may include such things as our concerns regarding accounting procedures or policies brought to our attention during our audit, along with recommendations for improvements.

Our services will not include an audit in accordance with the Single Audit Act Amendments of 1996 and the Title 2 U.S. Code of Federal Regulations (CFR) Part 200 *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 Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards 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 the Board of Commissioners and management 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 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 entity'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 entity'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 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 U.S. generally accepted auditing standards 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 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 U.S. generally accepted auditing standards 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, fraudulent financial reporting, or misappropriation of assets that comes 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 tests of the physical existence of inventories, and 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 generally accepted auditing standards.

Audit Procedures – Internal Control

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. Accordingly, we will express no such opinion. 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 the American Institute of Certified Public Accountants (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 U.S. generally accepted accounting principles 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*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, 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 U.S. generally accepted accounting principles, 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.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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 inspect.

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 carry out 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, 2020. William J. Lauer, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees 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 \$10,850. 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.

The above 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. 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.

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.

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:lj

Response:

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

Board of
Commissioners Representative

Management Representative

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Report on the Firm's System of Quality Control

To the Principals of Malloy, Montague, Karnowski, Radosevich, and Co., P.A. and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich, and Co., P.A. (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich, and Co., P.A. in effect for the year ended May 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Malloy, Montague, Karnowski, Radosevich, and Co., P.A. has received a peer review rating of *pass*.


KerberRose SC
September 25, 2019

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT (“Agreement”) made and entered into this day January 16, 2020

Between: Bassett Creek Watershed Management Commission
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
(hereinafter called “CLIENT”)

And: Wenck Associates, Inc.
7500 Olson Memorial Highway
Suite 300
Golden Valley, Minnesota 55427
(hereinafter called “WENCK”)

(and together “the Parties”)

Witnesseth that the Parties hereto agree, each with the other, as follows:

1. **PROJECT**
This Agreement pertains to the provision of engineering services for the Proposal for the Bassett Creek Watershed Outlet Monitoring Services dated January 3, 2020 (“Project”).
2. **SCOPE OF SERVICES**
The services to be performed by WENCK for the Project are set forth in WENCK’s proposal referred to as the “2020 Bassett Creek Watershed Outlet Monitoring Program Services,” a copy of which is attached hereto as Exhibit A and made part of this Agreement (collectively, the “Services). The Services may be modified by a written, mutually agreeable Change Order. WENCK shall provide the Services as an independent contractor.
3. **COMPENSATION**
Compensation shall be paid for the Services actually provided in accordance with the WENCK’s proposal and total Project costs shall not exceed \$18,147 unless otherwise approved in writing by CLIENT. The Project will be invoiced on a monthly basis for professional time completed and expenses incurred with a 0% mark-up. Invoices are to be paid within 45 days of receipt of the invoice.
4. **TERM**
WENCK will commence the Services beginning January 1, 2020 and provide appropriate expertise and will proceed with due diligence until December 31, 2020.
5. **TERMINATION**
This Agreement may be terminated by CLIENT upon 5 days’ notice in writing to WENCK. CLIENT shall forthwith pay to WENCK all amounts, including all expenses and other applicable charges, payable under this Agreement as of the termination date.
6. **STANDARD OF CARE/INDEMNITY** WENCK will provide:
 - A. The standards of care, skill and diligence normally provided by a professional in the

performance of the Services contemplated by this Agreement.

- B. Wenck agrees to indemnify and hold CLIENT harmless from any claim, cause of action, demand or other liability of any nature or kind (including the costs of reasonable attorney's fees and expert witness fees) arising out of any negligent act or omission of Wenck or any subcontractor of Wenck in connection with the Services performed under the terms of this Agreement. Nothing herein shall be deemed a waiver by CLIENT of any limitations or exemptions from liability available to it under Minnesota Statutes, chapter 466 or other law.
- C. WENCK shall, during the entire term of this Agreement, maintain commercial general liability insurance and professional liability insurance, each with a policy limit of at least \$1,500,000. WENCK shall have CLIENT named as an additional insured on WENCK's commercial general liability policy. WENCK shall provide CLIENT a certificate of insurance showing proof of such coverages.

7. DISPUTE RESOLUTION/GOVERNING LAW

If a dispute arises out of or in connection with this Agreement or the breach thereof, the Parties will attempt to settle the dispute by negotiation before commencing legal action. The governing law shall be the law of the State of Minnesota.

8. NOTICE AND OFFICIALS

WENCK will appoint a Project Manager who shall be in charge of the Project for WENCK. CLIENT shall designate in writing an official who shall be authorized to act for the CLIENT. The person so appointed by WENCK will maintain close contact with the authorized representative of CLIENT. All notices to WENCK, including without limitation, those concerning changes in the scope of Services shall be directed in writing to the appointed Project Manager at the address shown above. Notices to CLIENT shall be directed in writing to CLIENT at the address of CLIENT shown above or to such other address as the CLIENT may designate in writing.

9. MISCELLANEOUS

This Agreement: i) constitutes the entire agreement between the Parties; ii) supersedes any previous representations or agreements between the Parties with respect to the Service; iii) may be modified or amended only in a writing signed by the Parties; and iv) shall inure to the benefit of and be binding upon the Parties, their respective permitted successors and assigns. Neither Party may assign this Agreement in whole or in part without the express written consent of the other Party. Nothing in this Agreement is to be construed to create any rights in any third party (including without limitation vendors and contractors working on the Project whether as third party beneficiaries or otherwise. WENCK shall comply with all applicable laws, rules, and regulations in providing the Services. WENCK agrees to comply with the Minnesota Data Practices Act with respect all data created, collected, received, stored, used, maintained, or disseminated by WENCK in the course of providing Services under this Agreement. This Agreement does not require data on individuals to be made available to WENCK. The books, records, documents, and accounting procedures of WENCK related to the Services are subject to examination by CLIENT and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

10. GRANT REQUIREMENTS

WENCK recognizes that CLIENT will undertake certain obligations as part of a "Grant Agreement between the Metropolitan Council and Bassett Creek Watershed Commission For The Metropolitan Area Watershed Outlet Monitoring Program (WOMP2)" (the "Metropolitan

Council Grant”), a copy of which will be attached to the proposal when executed. WENCK agrees that obligations imposed by the Metropolitan Council Grant on subgrantees and subcontractors are hereby made binding on WENCK, and that the terms of said agreement are incorporated into this Agreement to the extent necessary for the Metropolitan Council to meet its obligations under the State Grant Agreement. The terms of the Metropolitan Council Grant are incorporated in and made part of this Agreement as needed to give effect to the purposes of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

“CLIENT”
Bassett Creek Watershed
Management Commission

“WENCK”
Wenck Associates, Inc.

By: _____
Its Chair

By: _____

Its Secretary

Its:



January 3, 2020

Laura Jester

Bassett Creek Watershed Management Commission
16145 Hillcrest Lane
Eden Prairie, MN 55346

RE: 2020 Bassett Creek Watershed Outlet Monitoring Program Services

Dear Ms. Jester:

Thank you for the opportunity to provide a scope of work and budget to continue operating the Met Council Environmental Services' (MCES) Watershed Outlet Monitoring Program (WOMP) station for Bassett Creek. Wenck has a long history of providing stream monitoring expertise to our clients and are confident this expertise will provide the Bassett Creek Watershed Management Commission (BCWMC) the highest quality stream monitoring.

Scope of Work

Wenck Associates will provide monitoring services and work with MCES staff to ensure that all monitoring needs/requirements for the Bassett Creek WOMP are satisfied. Wenck will complete the following tasks to accomplish the scope of work:

Task 1. Project Management.

This task assumes 1 hour of Wenck staff time per month for managing/coordinating budgets and field staff, and communication between Wenck, MCES, and BCWMC staff.

Task 2. Routine Monitoring.

Wenck will collect routine monitoring samples once every two weeks beginning in January 2020 through December 2020 (~25 total events). This task assumes approximately 3.5 hours of staff time per sample event which includes field sampling preparation, sample collection, and sample delivery to MCES laboratory in St. Paul. This task also covers staff time for on-site equipment training/maintenance with MCES staff

Task 3. Storm Event Monitoring.

Wenck will target and collect approximately 10 storm event samples in 2020. This task assumes approximately 2.5 hours of staff time per sample event which includes field sampling prep, sample collection, and sample delivery to MCES laboratory in St. Paul.

Task 4. Attend MCES Cooperator Forum

One Wenck staff member will attend MCES's WOMP Station Cooperator Forum which is typically held in the spring. A summary of the forum will be provided to BCWMC staff.

Cost Estimate

Wenck proposes to perform the scope of work stated above on a time and materials basis for a total estimated cost of \$18,147 for the 2020 monitoring season. A detailed breakdown of our cost estimate is provided below.

Laura Jester
BCWMC
January 3, 2020



Table 1: Tasks and estimated costs.

Staff	Task	Hours/ Quantity	Total Cost
Jeff Strom/Anne Wilkinson	Task 1: Project Management	12	\$1,740
Anne Wilkinson/ Nick Omodt	Task 2: Routine Monitoring	84	\$10,500
	Task 3: Storm Event Monitoring	25	\$3,125
Anne Wilkinson or Nick Omodt	Task 4: Attend MCES Cooperator Forum	6	\$720
--	Mileage	1,400 miles	\$812
	Equipment (Data Sonde)	\$50/day	\$1,250
Total Estimated Project Cost			\$18,147

Summary

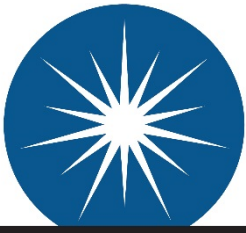
On behalf of the 275+ employee-owners of Wenck, thank you for this opportunity to work with the BCWMC. Should you have any questions, or need clarification of anything presented in this scope of work, please do not hesitate to contact Jeff Strom at 763-252-6833 or jstrom@wenck.com.

Wenck Associates, Inc.

A handwritten signature in black ink, appearing to read 'Jeff Strom'.

Jeff Strom
Project Manager

Enclosure



CITY of CRYSTAL

4141 Douglas Drive North • Crystal, Minnesota 55422-1696

Tel: (763) 531-1000 • Fax: (763) 531-1188 • www.crystalmn.gov

Item 4H.
BCWMC 1-16-20
Full documentation
available upon request

January 6, 2020

Dear Ms. Jester,

Enclosed you will find documentation for design expenses for the Winnetka Pond Sediment Removal Project approved by the Commission in 2018. This is the second request to the Bassett Creek Watershed Management Commission (BCWMC) for reimbursement of City expenses incurred for this project. BCWMC has reimbursed the City \$63,749.85 to date.

The project removed accumulated sediment from Winnetka Pond, constructed some storm water pipes to eliminate existing erosion into the pond, reconstructed the outlet weir, and is in the process of constructing a native buffer.

The requested reimbursement for the Winnetka Pond Sediment Removal Project is \$930,156.42 and covers tree removal, sediment dredging and stormwater infrastructure work, preparation of site for native buffer, and city legal fees related to the project's easement. The cost breakdown is as follows:

City project costs request #1	\$63,749.85
City project costs request #2	\$930,156.42
<u>BCWMC project costs to date</u>	<u>\$69,242.05</u>
Total project cost to date	\$1,063,148.32

The funding available to the City for the project is as follows:

BCWMC CIP	\$1,000,000
BCWMC approved amendment 1	\$114,301
Channel Maintenance Funds	\$9,050
<u>Local City funding</u>	<u>\$25,000</u>
Total Funding	\$1,148,351

Thank you again for your support of this project. If you have any questions regarding the submission, please contact me at mark.ray@crystalmn.gov or 763.531.1160.

Sincerely,

Mark Ray, PE
Director of Public Works

Enclosures

Winnetka Pond Dredging Accounting

AES	K & G	Nicks	Veit	Barr	
	\$84.75			\$2,323.28	Request #1
				\$2,184.50	
				\$5,141.59	
				\$8,608.00	
				\$7,907.59	
				\$4,801.00	
				\$2,361.00	
				\$10,065.50	
				\$3,183.54	
				\$4,170.00	
				\$7,702.00	
				\$5,217.10	
	\$84.75			\$63,665.10	
\$342.28	\$219.50	\$8,000.00	\$814,090.12	\$1,976.00	Request #2
\$342.29	\$490.30			\$5,458.00	
\$684.57	\$851.45			\$5,604.38	
\$1,919.76				\$15,883.43	
\$404.47				\$46,816.50	
				\$10,707.67	
				\$5,477.98	
				\$5,049.34	
				\$1,537.24	
				\$1,391.64	
				\$1,764.00	
				\$624.00	
				\$521.50	
\$3,693.37	\$1,561.25	\$8,000.00	\$814,090.12	\$102,811.68	\$930,156.42
\$3,693.37	\$1,646.00	\$8,000.00	\$814,090.12	\$166,476.78	\$993,906.27

Amendment # 1 for State of Minnesota Grant Contract #137682/3000127457 Between the State of Minnesota and the Bassett Creek Watershed Management Commission for Improved Floodplain Modeling and Mapping

Contract Start Date:	<u>February 15, 2018</u>	Total Contract Amount:	<u>\$101,000.00</u>
Original Contract Expiration Date:	<u>April 30, 2020</u>	Original Contract:	<u>\$88,500.00</u>
Current Contract Expiration Date:	<u>April 30, 2020</u>	Previous Amendment(s) Total:	<u>\$00.00</u>
Requested Contract Expiration Date:	<u>March 31, 2021</u>	This Amendment:	<u>\$12,500.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources (“State”) and the Bassett Creek Watershed Management Commission (DUNS #081365513), 16145 Hillcrest Lane, Eden Prairie, Minnesota 55346 (“Grantee”).

Recitals

1. The State received a federal award for pass through grants to local units of government to improve floodplain mapping. Funds awarded under this agreement were provided by the Federal Emergency Management Agency (FEMA) Cooperating Technical Partners (CTP) Program, CFDA 97.045, under 2 CFR 200.
2. The State has a grant contract with the Grantee identified as #137682/3000127457 dated February 15, 2018 (“Original Grant Contract”) to provide federal funding to Grantee for improved floodplain modeling and mapping.
3. Grantee has agreed to perform additional work for an additional sum of funding from the State.
4. Additional time is necessary to perform the work agreed to by the State and Grantee.
5. The State and the Grantee are willing to amend the Original Grant Contract as stated below.

Grant Contract Amendment

REVISION 1. Clause 1 “**Term of Grant Contract**” is amended as follows:

1 Term of Grant Contract

- 1.1 **Effective date:** February 15, 2018, or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later. Per, [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.**
- 1.2 **Expiration date:** ~~April 30, 2020~~ March 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

REVISION 2. Clause 2 “**Grantee’s Duties**” is amended as follows:

2 Grantee’s Duties

The Grantee, who is not a state employee, will be responsible for tasks summarized below, consistent with Revised Attachment A.1 to Grant #137682 / 3000127457- Bassett Creek Watershed Management Commission Scope, dated ~~January 10, 2018~~ January 6, 2020:

- Perform hydrologic analyses to calculate peak flood discharges for identified flood events
- Perform hydraulic analyses

- Develop Floodplain, Floodway, and Cross-Section Profiles
- Develop Depth Grids for identified flood events
- Develop Project Narrative describing hydrologic and hydraulic methodologies
- Hold two meetings with the BCWMC technical advisory committee to review modeling results
- Perform survey work

All work shall comply with required grants management policies and procedures set forth in [Minn.Stat. §16B.97](#), Subd. 4 (a)(1)

REVISION 3. Clause 4 “Consideration and Payment is amended as follows:

4 Consideration and Payment

4.1 **Consideration.** The State will reimburse Grantee for all eligible products received and services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be reimbursed 100% for eligible project expenses, not to exceed ~~\$88,500.00~~\$101,000.00. This grant does not require a local match.

(b) **Travel Expenses.** Grantee shall not be reimbursed for travel and subsistence expenses incurred as a result of this grant contract.

(c) **Total Obligation**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed ~~\$88,500.00~~\$101,000.00.

4.2. **Payment**

(a) **Invoices/Deliverables**

The State will pay the Grantee after the Grantee submits itemized invoices for deliverables produced or the services actually performed and the State's Authorized Representative accepts the invoices. Invoices must include the billing period of work performed and be submitted timely and with project deliverables.

Reimbursement will be made in accordance with the following schedule:

- upon receipt and acceptance of Grantee’s hydrologic analysis.
- upon receipt and acceptance of Grantee’s hydraulic analysis.
- upon receipt and acceptance of Grantee’s floodplain, floodway, and cross-section shape files.
- upon receipt and acceptance of Grantee’s depth grids.
- upon receipt of documentation of flood risk review meetings held and development of work maps.
- upon receipt and acceptance of completed project narrative.
- upon receipt of summary of community meetings and invoice for time.

Requested reimbursement amounts for each work task shall not exceed 120% of the amount identified for each work task in the estimated budget contained in Revised Attachment A.1.

Upon project completion, financial reconciliation will be done to ensure Grantee is reimbursed for all actual costs of services and deliverables, not to exceed ~~\$88,500.00~~\$101,000.00.

(b) **Federal funds**

Payments under this grant contract will be made from federal funds obtained by the State through FEMA Cooperating Technical Partners Program, CFDA number 97.045. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee’s failure to comply with federal requirements.

(c) **Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 **Contracting and Bidding Requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

Except as amended herein, the terms and conditions of the Original Grant remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: Felicia Barnes

Date: 1/6/2020

Contract Number: 137682/3000127457

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority) Steve Colvin
Title: Director, Ecological & Water Resources

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____



January 10, 2018 [January 6, 2020 revisions shown in underline/strikeout]

Ms. Rita Weaver, PE, CFM
Floodplain Action Hydrologist
Minnesota Department of Natural Resources
Division of Ecological and Water Resources
500 Lafayette Road
St. Paul, MN 55155

Re: FEMA Modeling Updates for the Twin Cities HUC8 Watershed – Bassett Creek Watershed Management Commission Scope

Dear Ms. Weaver:

On behalf of the Bassett Creek Watershed Management Commission (BCWMC), we submit the following scope and cost estimate for updating the Federal Emergency Management Agency (FEMA) hydrologic and hydraulic modeling, and creating the supporting GIS files for the Bassett Creek watershed (see attached Figure for FEMA study areas).

Introduction

The previous FEMA-approved modeling for the Bassett Creek watershed was completed in 1997 using the United States Army Corps of Engineers (USACOE) HEC-1 hydrologic and HEC-2 hydraulic modeling software. In 2012, the BCWMC converted these HEC-1/HEC-2 models to an XP-SWMM hydrologic and hydraulic model (Phase 1 XP-SWMM model), preserving the same resolution and scale as in the approved FEMA models. In 2015-2017, the BCWMC funded a second effort to further refine the Phase 1 XP-SWMM model (Phase 2 XP-SWMM model). This effort included incorporating more detail in the upper watershed, including increasing the number of subwatersheds, accounting for the storage in ponds, wetlands, and lakes throughout the watershed, and incorporating storm sewer conveyance and outlet structures based on data provided by the BCWMC member cities. The Phase 2 XP-SWMM model was calibrated to available monitoring data at 4 locations within the watershed and was used to evaluate the Atlas-14 design storm events.

The FEMA model update will utilize the BCWMC Phase 2 XP-SWMM model.

The following section outlines the anticipated scope of work for the FEMA model update, based on the scoping document provided by Minnesota Department of Natural Resources (MnDNR) staff on October 24, 2017 and follow-up meetings and communications with staff.

Scope of Services

Work Task 1: Hydrologic Analysis

Barr will utilize the existing BCWMC Phase 2 XP-SWMM model to calculate peak flood discharges for the Atlas 14 10%, 4%, 2%, 1%, and 0.2% annual chance events, using the MSE3 rainfall distribution. Barr will

also review and submit different rainfall distributions to MnDNR staff to determine the critical storm distribution that should be used for the modeling of the Bassett Creek watershed. Because the 0.2% annual chance event was not evaluated as part of the BCWMC Phase 2 XP-SWMM modeling effort, we anticipate needing to “capture” water at various locations throughout the watershed.

Barr will review orphaned drainage areas, greater than 5 acres, between the Bassett Creek watershed and the adjacent watershed management organizations (Minnehaha Creek Watershed District, Shingle Creek Watershed Management Commission, and Elm Creek Watershed Management Commission), work with the adjacent watershed management organizations to resolve discrepancies, and revise the model as appropriate.

Barr completed internal QAQC of the model during the development of the Phase 2 XP-SWMM model; as part of this task, Barr will develop the documentation of that QAQC process. Additionally, we will develop a project hydrology narrative that describes all inputs and their sources, modeling methodology, and results of the calibration/validation. The model report developed for the BCWMC Phase 2 XP-SWMM model will be included as an attachment to the project narrative.

We will submit the models and the hydrology narrative to the Interagency Hydrology Review Committee (IAHRC) for review and approval. We will address any IAHRC comments before final submittal; however, we assume that there will be no revisions required for the hydrology portion of the XP-SWMM model.

Assumptions

- Hydrologic methods used in the development of the BCWMC Phase 2 XP-SWMM model are acceptable
- No re-modeling or recalibration of the Phase 2 XP-SWMM model is required
- No statistical analysis of the Bassett Creek WOMP data will be required
- No modifications will be made to Phase 2 XP-SWMM hydraulics (unless needed to route overflows during the capture of the 0.2% event) at time of IAHRC submittal

Deliverables

- Project hydrology narrative
- Documentation of internal QAQC; FEMA review of QAQC will happen at a later date, outside the scope of this project
- Interagency Hydrology Review Committee-approved hydrologic models, submitted in electronic format.

Work Task 2: Hydraulic Analysis

The data used to develop the existing Phase 2 XP-SWMM model was based on the previously approved HEC-2 model and GIS storm sewer data and plans provided by member cities. Much of the data utilized does not have the level of documentation required to meet FEMA review standards.

We will provide the MnDNR with as-built drawings compiled during the Phase 2 model development within the study area. However, we understand that the MnDNR will coordinate as-built/record drawing requests with the member cities, review available plans/data provided, and coordinate survey of those crossings where record drawings are not available. ~~Additionally, the MnDNR would like 10 percent of the~~

~~existing cross sections surveyed to confirm there are not significant differences between the original cross sections in the approved HEC-2 model and the existing field conditions.~~ Per our 12/6/2017 and 1/4/2018 discussions with MnDNR staff, we assume that the MnDNR will coordinate all survey work (spot-check and crossings/structures) and the MnDNR will provide the as-built/record drawing and survey data (in FEMA format) to us for our use in the model updates. Barr will complete a survey of the storm sewer along/near 36th Avenue North, between Winnetka Pond and Louisiana Avenue, and the Winnetka Pond outlet structure.

We will update the Phase 2 XP-SWMM model with the latest as-built and/or surveyed cross sections and crossing information (bridges, culverts, and other structures) as provided by the MnDNR. We will also update the Phase 2 XP-SWMM model to meet other FEMA requirements, such as incorporation of additional cross sections to account for expansion and contraction losses near crossings.

Once the models have been updated, we will perform internal QAQC on the models and will provide documentation of the QAQC to the MnDNR. Barr will rerun the models for the original Phase 2 calibration events and compare the model results with the monitoring data; however, we assume no recalibration will be needed. Barr will then run the updated BCWMC XP-SWMM model to evaluate the hydraulics for the Atlas 14 10%, 4%, 2%, 1%, and 0.2% annual chance events, based on flood discharge rates computed under Work Task 1.

Once the model has been updated, the QAQC performed, and we have confirmed the model calibration, we will modify the cross-sections in the XP-SWMM model to reflect the existing effective floodway (2016 FIRM) extents and will run the model for the Atlas 14 1-Percent-Annual-Chance event. We will provide the initial floodway model, based on the existing effective floodway, to the MnDNR staff, who will then complete any revisions to the floodway modeling to achieve the following standards: the MnDNR will allow greater than the Minnesota maximum surcharge of 0.5 ft, and up to the Federal maximum surcharge of 1.0 ft (if no new structures are impacted), due to the increased discharge associated with Atlas 14.

Assumptions

- MnDNR will request as-built/record drawings from member communities and will perform (or contract for) the survey of ~~10 percent of cross-sections in the existing model (~50 cross sections)~~ and crossings/structures (~90 crossings/structures). ~~MnDNR will complete the comparison of existing model cross-sections to survey data to determine if any further survey is required.~~ MnDNR will provide as-built/record drawings and survey data to Barr, along with all required FEMA documentation.
- Locations along the detailed model reaches that are modeled as storage nodes will remain as storage nodes in the model update and no new cross-sections will be required in these areas.
- No additional calibration will be needed after the model is updated with acquired as-built and survey data.
- Barr will revise the updated XP-SWMM model to incorporate the width of the existing floodway to all cross sections as an initial run. We will provide the model to MnDNR staff who will perform the necessary iterations of floodway modeling as needed to meet the following standards: the MnDNR will allow greater than the Minnesota maximum surcharge of 0.5 ft, and up to the Federal maximum surcharge of 1.0 ft (if no new structures are impacted), due to the increased discharge associated with Atlas 14. MnDNR staff will also compare the proposed floodway surcharge with the existing FIS tables and summarize as needed in a brief memo.

- Development of floodway data tables, flood profiles, BFE lines, and other FIS tables are not included in this scope.
- Cross sections added upstream and downstream of bridges, culverts, and other structures to meet FEMA model requirements may be copies of adjacent cross sections. The mapped inundation top width at these cross sections may not match the modeled top width; however, the MnDNR will accept the discrepancy to avoid additional survey.

Deliverables

- Documentation of internal QAQC; FEMA review of QAQC will happen at a later date outside the scope of this project.
- Hydraulic models that meet FEMA's standards for approximate or detailed studies submitted in electronic format.
- Hydraulic model with existing floodway incorporated into all cross sections for use by MnDNR staff to complete floodway modeling analysis.
- GIS and electronic data compilation (model cross sections, as-builts, survey)

Work Task 3: Developing Floodplain, Floodway, and Cross-Section Shapefiles

Barr will delineate the 1-percent-chance and 0.2-percent-chance floodplains and the floodway for the detailed study areas. We will generate inundation areas by linearly interpolating flood elevations between cross sections.

Barr will provide shapefiles to the MnDNR in the format supplied by the MnDNR. We will perform internal QAQC on the shapefiles and will provide documentation of the QAQC to the MnDNR.

Barr will hold three separate meetings with city staff of the affected communities with Zone A floodplain that could be reclassified as Zone AE (MnDNR flagged areas): City of Golden Valley, City of Plymouth, and the City of Medicine Lake. Two Barr staff and MnDNR staff will attend each of these meetings. The budget covers meeting preparation, attendance, and follow up. The information collected and input received from these three meetings will be brought into Work Task 7: Community Meetings.

Assumptions

- MnDNR will provide a blank shapefile to Barr for the *Special Flood Hazard Areas* and the cross-sections that will show the format required for submittal, along with step-by-step guidance that the MnDNR uses for cleaning up the floodplain shapefile (removing holes, smoothing edges, etc.).

Deliverables

- The 1-percent-chance floodplain, 0.2-percent-chance floodplain, and floodway boundaries for detailed areas and the 1-percent-chance floodplain and 0.2-percent-chance floodplain for approximate areas submitted as shapefiles in the example format provided by the MnDNR.
- Cross-section shapefile submitted in the format provided by the MnDNR.

Work Task 4: Developing Depth Grids

Barr will develop depth grids for the 10%, 4%, 2%, 1%, and 0.2% annual chance events in detailed study areas and for the 1-percent-chance event in approximate study areas. We will perform internal QAQC on the grids and will provide documentation of the QAQC to the MnDNR.

Assumptions

- MnDNR will provide step-by-step guidance for formatting and cleaning up the depth grids.

Deliverables

- Final depth grids submitted as rasters for all return periods in detailed areas and the 1-percent-chance depth grid in approximate areas.

Work Task 5: Flood Risk Review Meetings and Development of Work Maps

The MnDNR will hold Flood Risk Review meetings throughout the Twin Cities HUC8 between ~~October 2019 and February 2020~~ December 2020 and March 2021. Barr will attend up to two (2) Flood Risk Review meetings. The MnDNR will prepare Work Maps showing the new Special Flood Hazard Areas, the cross-section locations and other pertinent information and will print hard copies of the maps as needed for the meetings.

Assumptions

- MnDNR staff will develop and print work maps.
- MnDNR staff to coordinate flood risk review meetings
- Two Barr staff will attend up to two flood risk review meetings

Deliverables

- Participation in two (2) flood risk review meetings

Work Task 6: Developing Project Narrative

Barr will provide a project narrative that describes the methodology used to develop the hydrologic and hydraulic model inputs for XP-SWMM. The narrative will include results of calibration/validation and all QAQC processes and results for the previous work tasks. The project narrative will also highlight areas where further evaluation or modeling may be required under future studies.

Assumptions

- MnDNR will provide a folder structure and naming conventions for electronic documents.
- Project will be considered complete upon MnDNR review and approval of models and deliverables; work tasks do not include response to FEMA comments at a future date.

Deliverables

- Project Narrative submitted as a Word document
- All project documentation, in electronic format

Work Task 7: Community Meetings

We anticipate holding two meetings with the BCWMC technical advisory committee (TAC) during the model update process. The TAC is comprised of staff from BCWMC member cities. We expect one meeting with the TAC to review the results of the updated modeling and discuss the floodway modeling approach. At the second meeting, we will present the results of the floodway modeling and the impacts to the effective floodway.

Additional meetings (up to three (3)) with the individual member cities or groups of member cities are anticipated.

The information collected and input received from the three meetings with city staff in Work Task 3 will be brought into this work task.

Budget and Schedule

The following table outlines the estimated budget, hours, and schedule to complete the scope of work outlined above. The schedule assumes the MnDNR authorizes the work by March 2018. The schedule also assumes that MnDNR staff will coordinate and complete the spot-check survey and crossings/structure survey and that survey data will be provided to Barr by October 2018. If the start date is later or the survey data is received later than stated, the schedule will shift accordingly.

Work Task	Description	Estimated Hours	Amount	Anticipated Completion
Work Task 1	Hydrologic Analysis	76	\$7,500 <u>\$12,400</u>	June 2018 <u>Completed October 1, 2019 (received IAHRC approval)</u>
Work Task 2	Hydraulic Analysis	470	\$41,500 <u>\$44,300</u>	February 2019 <u>October 2020</u>
Work Task 3	Developing Floodplain, Floodway, and Cross-Section Shapefiles	152	\$14,700 <u>\$19,500</u>	April 2019 <u>December 2020</u>
Work Task 4	Developing Depth Grids	72	\$7,400	April 2019 <u>December 2020</u>
Work Task 5	Flood Risk Review Meetings and Development of Work Maps	20	\$2,400	October 2019 – January 2020 <u>December 2020 –</u> <u>March 2021</u>

Work Task 6	Developing a Project Narrative	74	\$8,000	May 2019 <u>October 2020</u>
Work Task 7	Community Meetings	54	\$7,000	June 2019 <u>December 2020 –</u> <u>March 2021</u>
Project Total		918	\$88,500 <u>\$101,000</u>	

It is our understanding that the MnDNR will enter into an agreement with the BCWMC if this proposal is acceptable to you. All work will be completed and invoiced on a time and expenses basis.

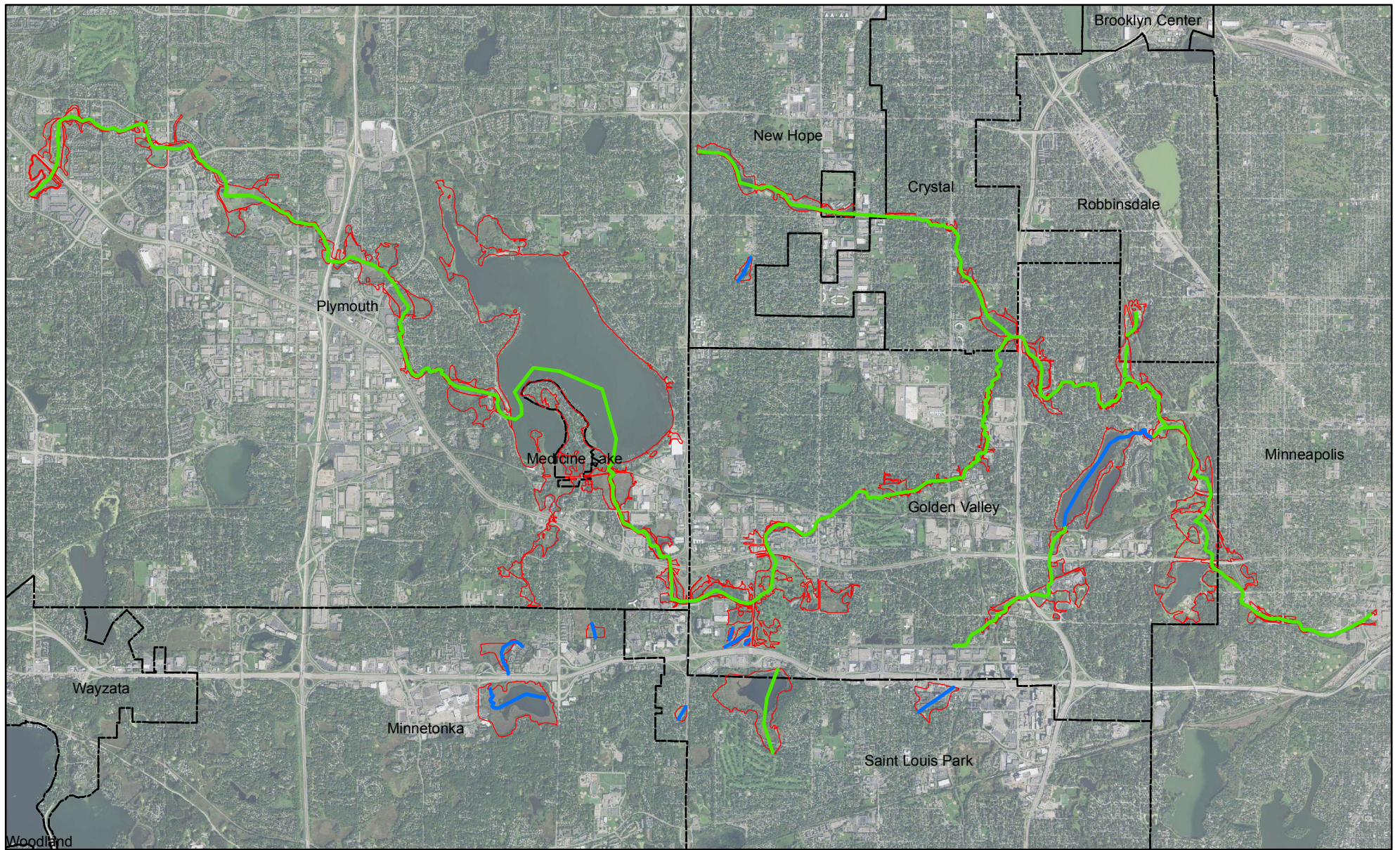
We look forward to working with you on this project. If you have scope questions, please contact Jennifer Koehler (952-832-2750 or jkoehler@barr.com) or me (952-832-2813 or kchandler@barr.com). If you have contracting questions, please contact Laura Jester, the BCWMC administrator (952-270-1990 or laura.jester@keystonewaters.com).

Sincerely yours,



Karen Chandler, PE
Barr Engineering Co.
Engineers for the Bassett Creek Watershed Management Commission (BCWMC)

Attachments: Figure FEMA Study Areas in the BCWMC Hydrologic Boundary

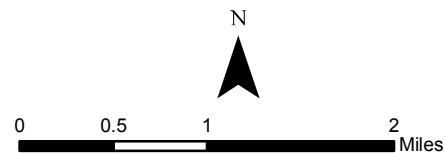


FEMA Study Areas in the BCWMC Hydrologic Boundary

Twin Cities HUC 8 Flood Risk Project

Legend

- Zone A - approximate study area
- Zone AE - detailed study area
- Effective Special Flood Hazard Area
- City Boundaries





Harrison Commercial Projects

Item 5A.
BCWMC 1-16-20



Progress Report: January 2020

In 2019, we completed projects at Ripley Gardens, KNOCK Inc, and Venture North Bike Shop. In addition to installed projects, stormwater credit applications, operations and maintenance plans and trainings, and as built documents are completed. Signage is underway. Construction documents are completed for a fourth site, Minnesota Builders Exchange, and we are in the preliminary design phase for Water in Motion. In conjunction with clean water practices, project focus remains on equitable engagement and development through the use of an equitable development scorecard, ongoing opportunities for community feedback, and training for local contractors. Many factors including property sale, soil contamination, and tenant issues have led to numerous properties dropping out prior to installation so we requested grant extensions to the end of 2020 from both the Clean Water Fund and Hennepin County.

By the numbers

- 11 sites engaged
- 3 completed project sites
- 11 raingardens (2,193 square ft)
- 6 native plantings (2,350 square ft)
- 2 fescue lawns (2,820 square ft)
- 15 sustainable landcare stewards trained



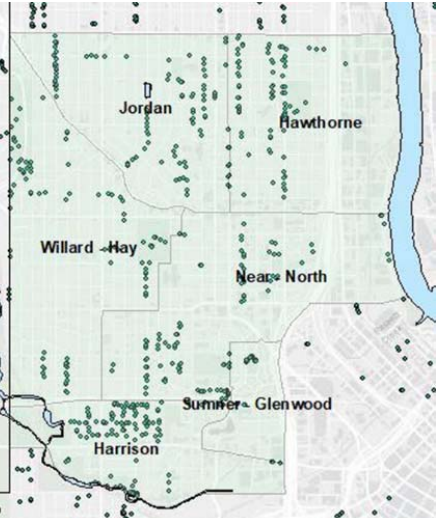
Additional funding and support provided by:





Project Summary

The boulevard bioswales program converts traditional, raised boulevards into lowered gardens to improve water quality and provide forage for pollinators in North Minneapolis. We targeted boulevards with ash trees, as these trees are being removed by the Minneapolis Parks and Recreation Board, which provides us with a unique opportunity to reconstruct a boulevard during removal. We partnered with local neighborhood associations to recruit project participants, and collaborated with the Northside Economic Opportunity Network (NEON) to contract local construction crews for the excavation work. Boulevards were then planted with pollinator-friendly plants with the help of local volunteers from the Mississippi River Green Team. The University of Minnesota's Center for Urban and Regional Affairs (CURA) led a community evaluation of the program to help Metro Blooms understand the intended and unintended impacts of the boulevard bioswale project.



*Green dots on map represent ash tree locations

By the numbers





- 37 boulevard bioswales installed
- 6,052 square feet of land
- 15 tree stumps removed
- 4 community block parties held

Projected Capture (annual)

- 283,569 gallons of runoff captured
- 233 pounds of sediment captured
- 1.1 pounds of phosphorus captured



Palette C: Prairie plantings for a dry and sunny site

 <p>Pink Smoke <i>Gaillardia triflorum</i></p> <ul style="list-style-type: none"> • Pink & red flowers, blooms in early spring • 8-12" tall, 6-12" spread • Spreads by seed or rhizome, will spread and naturalize • Grows best in full sun, will tolerate light shade • Dry to mesic-wet soils • Perennial ground cover • MN Native 	 <p>Butterfly Milkweed <i>Asclepias tuberosa</i></p> <ul style="list-style-type: none"> • Distinctive orange flowers, blooms June - August • 2' tall, 1-2' spread • Grows best in full sun, will tolerate light shade • Likes dry to medium-dry soil conditions • Attracts multitude of butterflies, including Monarchs • MN Native 	 <p>Purple Prairie Clover <i>Delta purpurea</i></p> <ul style="list-style-type: none"> • Purple flower, blooms July - August • 2-3' tall, 1-2' spread • Grows in full sun to part shade • Dry to mesic soil conditions • Perennial ground cover • Favored by the Rusty Patched Bumble Bee • MN Native 	 <p>Blue Grama <i>Bouteloua gracilis</i></p> <ul style="list-style-type: none"> • Reddish-purple inflorescence, blooms in late summer • 12-24" tall, 18-24" spread • Spreads freely by self-seeding • Grows best in full sun • Dry to mesic-wet soils • Perennial ground cover • MN Native
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Lawns to Legumes: Your Yard Can BEE the Change



The Lawns to Legumes program offers a combination of workshops, coaching, planting guides and cost-share funding for installing pollinator-friendly native plantings in residential lawns. The program also includes a public education campaign to raise awareness for pollinator habitat projects and will establish demonstration neighborhoods that showcase best practices. Partners include Blue Thumb - Planting for Clean Water and Metro Blooms. Funding is provided through the Environment and Natural Resources Trust Fund (ENRTF) and will be targeted in priority areas to benefit the Rusty patched bumblebee and other at-risk species.

The program has three components:

- Grants to demonstration neighborhoods
- Grants and coaching for individual landowners
- Outreach and education for all interested Minnesota residents

Demonstration Neighborhood Grants: Local governments, tribal governments and nonprofits can apply for grants through a Request for Proposals (RFP) to establish community projects intended to enhance pollinator habitat in key corridors, raise awareness for residential pollinator protection, and showcase best practices. Eligible applicants include soil and water conservation districts, watershed districts, watershed management organizations, cities, counties, non-profits and tribal governments. Applicants can request to be reimbursed for between \$20,000 and \$40,000 per demonstration neighborhood. Applications will be accepted through January 10, 2020.

Organizations overseeing a demonstration neighborhood will work with local residents to install four types of beneficial planting practices: native pocket plantings, pollinator beneficial trees and shrubs, pollinators lawns and pollinator meadows. Interested organizations can apply on behalf of their organization or on behalf of a group of partners who plan to work together to establish a demonstration neighborhood.

BCWMC Application to BWSR for Demonstration Neighborhood Grant ~ \$40,000 To be implemented by Metro Blooms

Abstract: The Main Stem of Bassett Creek Watershed is in a high priority area for Rusty Patched Bumble Bee conservation. This project will take place in Near North Minneapolis neighborhoods. The landscape of this area, like much of the Twin Cities, is dominated by urbanization and impervious surfaces accounting for 2/3 of land coverage. This project will create a matrix of high quality, resilient pollinator habitat on residential property within a highly urbanized area that lies in close proximity to high quality habitat and a major pollinator corridor. Additionally, this project will benefit a historically under served community that is considered an environmental justice community- identified as sheltering people predominantly of color (45%

black/African American) or/and low-income (45% poverty level or below) and renters (60)% (mncompas.org). Environmental justice communities have typically been excluded from environmental policy setting or decision-making processes, and have limited resources for improving their environments. Much of the groundwork for this project has already taken place. Metro Blooms, a local non-profit based in Minneapolis, partnered with BCWMC and the City of Minneapolis to install a network of pollinator friendly, boulevard bioswales within this area of North Minneapolis with plants known to be high-quality resources for the Rusty Patched Bumble Bee.

In addition, the Minneapolis pollinator resolution and the conservation of Minneapolis bees project, known as C.O.M.B., are committed to increasing forage availability, habitat, and awareness for at risk pollinators in Minneapolis. A Lawns to Legumes neighborhood demonstration project in this area would leverage investment in a high priority area for the Rusty Patched Bumble Bee and strengthen the relationship between state agencies, local government organizations, nonprofits, and communities of color that have been disproportionately affected by environmental hazards and divestment of green spaces.

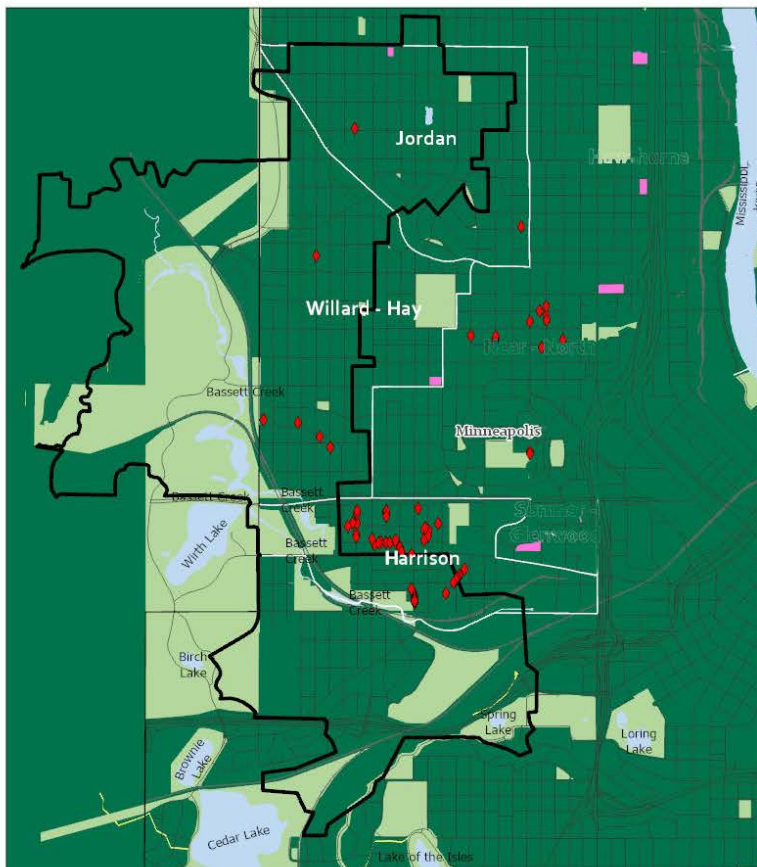
Project Outcomes: 12,750 sq ft of native forage on 75-100 residential sites, including 200 participants engaged in targeted communities of color, including renters and landowners at 3-5 multifamily affordable housing sites.

Project Funding:

\$40,000 grant request

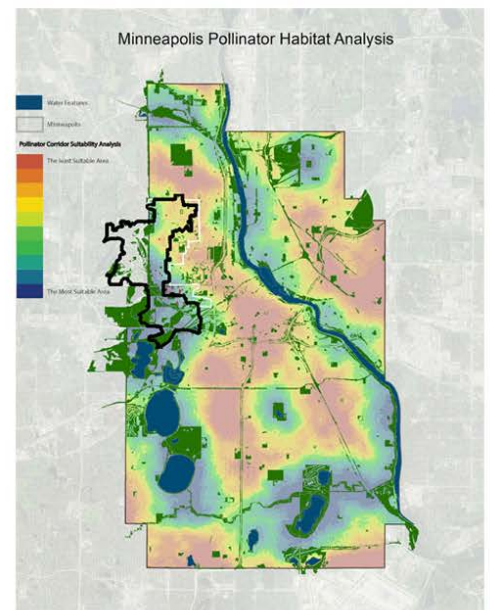
\$184,385 matching funds from multiple partners

Project Area:



Near North Habitat Analysis

- Bassett Creek Main Stem - Primary Project Area
- ▨ Neighborhoods - Secondary Project Areas
- ◆ Existing Pollinator Projects
- ◆ MPHA Potential Demonstration Sites
- Rail Road
- Streets
- Cities
- Parks
- Water bodies
- BWSR Lawns to Legumes
- Rusty Patch Bumblebee Potential Habitat
- Priority 1
- Priority 2
- Priority 3





Item 5C.
BCWMC 1-16-20

Bassett Creek Watershed Management Commission

January 16, 2020

Emily Javens
MN Association of Watershed Districts
595 Aldine Street
Saint Paul, MN 55104

RE: MAWD Leadership Requested on Chloride Limited Liability Legislation in 2020

Dear Emily,

The Bassett Creek Watershed Management Commission (BCWMC) is facing an unprecedented water quality challenge: chloride pollution. With excellent success we have been working for decades at reducing the amount nutrients, solids, and other pollutants in our lakes and streams so they can remain or become swimmable and fishable. We have the knowledge and tools to improve waters degraded by these pollutants.

As a permanent pollutant, chloride is a different story altogether. It is toxic to aquatic life and there is no viable way to remove chloride from our waters. Chloride levels in our lakes and streams continue to increase. It's only a matter of time before these waters will no longer be able to harbor freshwater species.

In the BCWMC area, we know most of the chloride in our water comes from winter deicers and that the only way to tackle this problem is through significant reduction in the amount of deicer used on roads, parking lots, and sidewalks. While the BCWMC is working on a variety of fronts (including educating residents, training winter maintenance staff, and encouraging (and sometimes requiring) chloride management plans), there is action required at a State level.

At the Minnesota Legislature last year, MAWD officially supported the legislative effort to "provide limited liability protection to certified commercial salt applicators." However, because the effort was being led by the Minnesota Nursery & Landscape Association (MNLA) and the Stop Over Salting citizen group, it was not a legislative priority for MAWD. It's our understanding that the MNLA will not lead this effort at the Capitol again this year, and that the issue remains on MAWD's list of legislative issues.

In the absence of a strong champion, the legislation is likely to stall yet again. Therefore, the BCWMC asks that MAWD take a leadership role in supporting and actively advocating for this legislation at the Capitol in 2020. This is an important issue not only for the Twin Cities Metro Area, but throughout the state wherever salt is applied, and snowmelt rushes into our lakes, streams, and wetlands. MAWD is the perfect organization to address this issue and is well poised to lead the way.

Thank you for your support and consideration.
Sincerely,

Jim Prom, Chair



Bassett Creek Watershed Management Commission

MEMO

To: BCWMC Commissioners and Alternate Commissioners
From: Laura Jester, Administrator
Date: January 8, 2020

RE: Appointing Representative to BWSR Watershed Based Funding Convene Meeting

Within in the next several weeks, staff with the MN Board of Water and Soil Resources (BWSR) will gather watershed organizations and representative cities within each planning area to an initial “convene meeting” to discuss and make decisions about how and where watershed funding should be spent. As a reminder, the BCWMC is included in the “West Mississippi” planning area and will be convening with other Metro watersheds that drain to the Mississippi River from the west. In the current biennium, there is \$874,153 available for projects or programs in the West Mississippi Planning Area.

The Commission should appoint a representative to attend and vote on behalf of the BCWMC at the initial and subsequent convene meetings. During the pilot program for this in 2017-2019, I was appointed as the BCWMC representative. This worked well as I have knowledge about our various CIP projects and collaborated well with representatives (staff members) from the collaborating watersheds. I recommend appointing me as the BCWMC representative to be involved throughout this process again.

For additional background, the following is an excerpt from BWSR’s guidance on the funding program:
https://bwsr.state.mn.us/sites/default/files/2019-12/191213_Metro%20Area%20Watershed-Based%20Funding%20Process.pdf.

Prerequisites for the Convene Meetings

Prior to the initial meeting, individual organizations must identify who will be their representative to the partnership in development of the budget request. Each watershed district, watershed management organization, soil and water conservation district, county with a county groundwater plan, and at least two municipalities within the allocation area will have one decision making representative. To help the representative prepare for the Convene Meetings (see below), organizations may also want to:

1. Discuss the organization’s ability, policies, and procedures for committing to the required 10% match for these funds.
2. Review and discuss the Watershed-based Implementation Funding Policy and the local plan of the organization to determine if there are priorities or activities in the local plan, consistent with the policy, for the representative to emphasize at the Convene Meetings.
3. Review the FY20-21 Metro Watershed-based Implementation Funding Project Template.

Convene Meetings

The initial meeting of the partnership and any subsequent meeting will be called a Convene Meeting. At these meeting(s), the partnership will jointly:

1. Agree on a method for making decisions (e.g. majority, super-majority, or consensus)
2. Establish criteria the partnership will use to select activities to include in the budget request. In selecting activities, participants of the partnership must consider how they will:

- **Prioritize** surface water and groundwater resources and/or issues from individual local plans. At a minimum, each partnership should consider the high-level priorities of the Nonpoint Priority Funding Plan
 - Restore those waters that are closest to meeting state water quality standards
 - Protect those high-quality unimpaired waters at greatest risk of becoming impaired
 - Restore and protect water resources for public use and public health, including drinking water

The partnership should also consider overarching regional priorities within the watershed when establishing priorities.

- **Target** implementation activities that will be most effective for addressing prioritized resources and issues. At a minimum, each partnership should consider incorporating the following NPFP criteria into their decision-making process for projects:
 - Measurable effects
 - Cost-effectiveness
 - Multiple benefits
 - Longevity of proposed activity
 - Organization Capacity to deliver
 - Project readiness and urgency

The partnership may also want to consider additional criteria such as land use, soils, surface water types, demographics when targeting. For programs (soil health, outreach, etc.) and pre-implementation site investigations and assessments (e.g. subwatershed analyses, feasibility studies, etc.), the partnership may want to use different criteria than those used for projects or practices.

- **Measure** the benefit of planned implementation activities on water resource goals. Actions must have estimated measurable outcomes associated with them.

3. Review and decide on the highest priority, targeted, and measurable practices, projects and programs to be submitted to BWSR as a budget request (see submittal process below). BWSR has developed a project template for participants to consistently describe individual practices, projects and/or programs from their local plans and to facilitate consideration of these activities by the partnership. All practices, projects and programs must be eligible.

To determine eligibility of proposed projects, see the Watershed-based Implementation Funding Policy (https://bwsr.state.mn.us/sites/default/files/2019-10/190925_Final%20Watershed%20Based%20Funding%20Policy.pdf). If there are questions regarding eligibility, BWSR field staff should be consulted as early as possible.

4. Identify whether the budget request will be implemented through a single fiscal agent and one grant agreement in the allocation area or through multiple fiscal agents and grant agreements. Note: Unlike the pilot program, no backup projects, programs, or practices will be allowed to be submitted with the budget request. If an activity is unable to be completed within the grant period, BWSR will work with the grantee as outlined in the Grants Administration Manual, which may include returning the funds to the state.

The goal of the initial Convene Meeting will be to complete items 1 and 2 above. Depending on the criteria the partnership selects for deciding on activities to include in the budget request, items 3 and 4 above may need additional time for partners to review their plans and hold subsequent meetings to finalize the budget request.



Bassett Creek Watershed Management Commission

MEMO

Date: January 8, 2020
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 (more resources at <http://www.bassettcreekwmo.org/projects>.)

2019 Medicine Lake Road and Winnetka Avenue Area Long Term Flood Mitigation Plan Implementation Phase I: DeCola Ponds B & C Improvement Project (BC-2, BC-3 & BC-8) Golden Valley (no change since Nov): A feasibility study for this project was completed in May 2018 after months of study, development of concepts and input from residents at two public open houses. At the May 2018 meeting, the Commission approved Concept 3 and set a maximum 2019 levy. Also in May 2018, the Minnesota Legislature passed the bonding bill and the MDNR has since committed \$2.3M for the project. The Hennepin County Board approved a maximum 2019 levy request at their meeting in July 2018. A BCWMC public hearing on this project was held on August 16, 2018 with no comments being received. Also at that meeting the Commission officially ordered the project and entered an agreement with the City of Golden Valley to design and construct the project. In September 2018, the City of Golden Valley approved the agreement with the BCWMC. The [Sun Post](#) ran an article on this project October 2018. Another public open house and presentation of 50% designs was held February 6, 2019. An EAW report was completed and available for public review and comment December 17 – January 16, 2019. At their meeting in February 2019, the Commission approved the 50% design plans. Another public open house was held April 10th and a public hearing on the water level drawdown was held April 16th. 90% Design Plans were approved at the April Commission meeting. It was determined a Phase 1 investigation of the site is not required. The City awarded a contract to Dahn Construction for the first phase of the project, which involves earthwork, utilities, and trail paving and extends through June 2020. Dewatering began late summer 2019 and is ongoing for the north ends of Ponds B & C. Last week tree removal began and continues through this week. Test trenching for further environmental investigations is happening this week in the area north of DeCola Pond B to help determine disposal requirements for this area once excavation begins. Once the tree removal is complete Dahn plans to start excavation on the SE side of the site (along Pond C) at the end of this week or next week, and then will work their way north. This will start the major earthwork efforts! The schedule provided by Dahn suggests this will likely be complete in January 2020 assuming everything goes as anticipated. Project website: <http://www.bassettcreekwmo.org/index.php?cID=433> .

2020 Bryn Mawr Meadows Water Quality Improvement Project (BC-5), Minneapolis (no change since Oct): A feasibility study by the Commission Engineer began last fall and included wetland delineations, soil borings, public open houses held in conjunction with MPRB’s Bryn Mawr Meadows Park improvement project, and input from MPRB’s staff and design consultants. At their meeting in April, the Commission approved a TAC and staff recommendation to move this project from implementation in 2019 to design in 2020 and construction in 2021 to better coincide with the MPRB’s planning and implementation of significant improvements and redevelopment Bryn Mawr Meadows Park where the project will be located. The final feasibility study was approved at the January 2019 Commission meeting. Staff discussed the maintenance of Penn Pond with MnDOT and received written confirmation that pond maintenance will occur prior to the park’s reconstruction project with coordination among the BCWMC, MPRB, and MnDOT. A public hearing for this project was held September 19, 2019. The project was officially ordered at that meeting. A Clean Water Fund grant application for this project was submitted September 9th. An agreement with the MPRB and the city of Minneapolis will be considered at a future meeting. Project website: <http://www.bassettcreekwmo.org/projects/all-projects/bryn-mawr-meadows-water-quality-improvement-project>

2020 Jevne Park Stormwater Improvement Project (ML-21) Medicine Lake (No change since Oct): At their meeting in July 2018, the Commission approved a proposal from the Commission Engineer to prepare a feasibility study for this project. The

study got underway last fall and the city's project team met on multiple occasions with the Administrator and Commission Engineer. The Administrator and Engineer also presented the draft feasibility study to the Medicine Lake City Council on February 4, 2019 and a public open house was held on February 28th. The feasibility study was approved at the April Commission meeting with intent to move forward with option 1. The city's project team is continuing to assess the project and understand its implications on city finances, infrastructure, and future management. The city received proposals from 3 engineering firms for project design and construction. At their meeting on August 5th, the Medicine Lake City Council voted to continue moving forward with the project and negotiating the terms of the agreement with BCWMC. Staff was directed to continue negotiations on the agreement and plan to order the project pending a public hearing at this meeting. Staff continues to correspond with the city's project team and city consultants regarding language in the agreement. The BCWMC held a public hearing on this project on September 19, 2019 and received comments from residents both in favor and opposed to the project. The project was officially ordered on September 19, 2019. On October 4, 2019, the Medicine Lake City Council took action not to move forward with the project. At their meeting on October 17th, the Commission moved to table discussion on the project. The project remains on the 2020 CIP list. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=467>.

2019 Westwood Lake Water Quality Improvement Project (WST-2) St. Louis Park (No change since August): At their meeting in September 2017, the Commission approved a proposal from the Commission Engineer to complete a feasibility study for this project. The project will be completed in conjunction with the Westwood Hills Nature Center reconstruction project. After months of study, several meetings with city consultants and nature center staff, and a public open house, the Commission approved Concept 3 (linear water feature) and set a maximum 2019 levy at their May meeting. 50% designs were approved at the July meeting and 90% design plans were approved at the August meeting. The Hennepin County Board approved a maximum 2019 levy request at their meeting in July. A BCWMC public hearing on this project was held on August 16th with no comments being received. At that meeting the Commission officially ordered the project and entered an agreement with the City of St. Louis Park to design and construct the project and directed the Education Committee to assist with development of a BCWMC educational sign for inside the nature center. The draft sign was presented at the October meeting and was finalized over the winter. Construction on the new building started this spring. The Sun Sailor printed [an article](#) on the project in October 2018. All educational signs were finalized and are currently in production. Some slight modifications to the project plans may be necessary to satisfy city inspectors. More information on that coming soon! Project website: <http://www.bassettcreekwmo.org/projects/all-projects/westwood-lake-water-quality-improvement-project> .

2018 Bassett Creek Park Pond Phase I Dredging Project: Winnetka Pond, Crystal (BCP-2) (See Item 4H): The final feasibility study for this project was approved at the May 2017 meeting and is available on the project page online at <http://www.bassettcreekwmo.org/index.php?cID=403>. At the September 2017 meeting, the Commission held a public hearing on the project and adopted a resolution officially ordering the project, certifying costs to Hennepin County, and entering an agreement with the City of Crystal for design and construction. Hennepin County approved the 2018 final levy request at their meeting in November 2017. The City of Crystal hired Barr Engineering to design the project. At their meeting in April, the Commission approved 50% design plans. A public open house on the project was held May 24th where four residents asked questions, provided comments, and expressed support. 90% design plans were approved at the June 2018 meeting. An Environmental Assessment Worksheet was recently approved and a construction company was awarded the contract. A pre-construction meeting was held December 14th and construction began in January. A large area of contamination was discovered during excavation in February 2019. At their meeting February 21, 2019 the Commission approved additional funding for this project in order to properly dispose of the contamination and continue building the project as designed. An amended agreement with the city of Crystal was approved at the March Commission meeting. Pond dredging and other storm sewer work was completed in early summer. The landscaping contractor completed a final herbicide treatment in preparation for seeding in late October and was set to perform dormant seeding in late October or early November.

2017 Plymouth Creek Restoration Project, Annapolis Lane to 2,500 feet Upstream (2017CR-P): All project documents including the feasibility study and 90% design plans are available online at <http://www.bassettcreekwmo.org/index.php?cID=284>. The BCWMC executed agreements with the BWSR for a \$400,000 Clean Water Fund grant and with Hennepin County for a \$50,000 Opportunity Grant and a subgrant agreement with the City was executed. Project design was completed by the city's contractor, Wenck Associates, with 60% and 90% design plans approved by the Commission at the April and August 2017 meetings, respectively. Plymouth City Council awarded a construction contract in early December 2017 and construction got underway on December 11, 2017. Streambank restoration work is complete in all three reaches. Vegetation is currently being established.

Requests for reimbursement to the city were approved at the June and July BCWMC meetings. A Clean Water Fund grant interim report was submitted in February. Some vegetation management and minor streambank repairs are happening this summer. A reimbursement request was approved at the November meeting. The city recently approved closing this project a final reimbursement request is on this month's consent agenda. A final report will be submitted to the Commission in February. Final grant reports to BWSR and Hennepin County will be submitted this month.

2017 Main Stem Bassett Creek Streambank Erosion Repair Project (2017CR-M) (No change since Oct): The feasibility study for this project was approved at the April Commission meeting and the final document is available on the project page at: <http://www.bassettcreekwmo.org/index.php?cID=281>. A Response Action Plan to address contaminated soils in the project area was completed by Barr Engineering with funding from Hennepin County and was reviewed and approved by the MPCA. The Commission was awarded an Environmental Response Fund grant from Hennepin County for \$150,300 and a grant agreement is in the process of being signed by the county. A subgrant agreement with the City will be developed. The City hired Barr Engineering to design and construct the project. Fifty-percent and 90% designs were approved at the August and October Commission meetings, respectively. In September 2017, design plans were presented by Commission and city staff to the Harrison Neighborhood Association's Glenwood Revitalization Team committee and through a public open house on the project. Bidding for construction is complete and a pre-construction meeting was recently held. Construction was to begin summer of 2018 but will be delayed until summer 2019 due to the unanticipated need for a field based cultural and historical survey of the project area required by the Army Corps of Engineers and the preference for Pioneer Paper (a significant landowner and access grantor) for a spring/summer construction window. The cultural and historical survey fieldwork is complete and a final report was sent to the State Historical Preservation Office (SHPO) in February. Sunram. The Hennepin County ERF grant agreement was amended to extend the term. Construction was scheduled to begin in September but will be pushed to late November. City staff updated the Commission on the latest developments with this project at the Sept 19 and Oct 17, 2019 meetings (see memos in those meeting packets). The section along Pioneer Paper will no longer be stabilized/restored due to lack of access and cooperation from Pioneer Paper.

2014 Schaper Pond Diversion Project, Golden Valley (SL-3) (No change since Oct): Repairs to the baffle structure were made in 2017 after anchor weights pulled away from the bottom of the pond and some vandalism occurred in 2016. The city continues to monitor the baffle and check the anchors, as needed. Vegetation around the pond was planted in 2016 and a final inspection of the vegetation was completed last fall. Once final vegetation has been completed, erosion control will be pulled and the contract will be closed. The Commission Engineer began the Schaper Pond Effectiveness Monitoring Project last summer and presented results and recommendations at the May 2018 meeting. Additional effectiveness monitoring is being performed this summer. At the July meeting the Commission Engineer reported that over 200 carp were discovered in the pond during a recent carp survey. At the September meeting the Commission approved the Engineer's recommendation to perform a more in-depth survey of carp including transmitters to learn where and when carp are moving through the system. A Federal 319 grant for management of carp in relation to Schaper Pond and Sweeney Lake was recently approved by the MPCA and the grant agreement may be available by the December Commission meeting. At the October 17th meeting, the Commission received a report on the carp surveys and recommendations for carp removal and management. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=277>.

The grant-funded project (the [Sweeney Lake Water Quality Improvement Project, SL-8](#)) was added as a separate CIP project for 2020/2021 levy funding and was officially ordered after a public hearing on September 19, 2019.

2014 Twin Lake In-lake Alum Treatment, Golden Valley (TW-2): (No change since June 2018) 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. There were no complaints or comments from residents during or since the treatment. Water monitoring continues to determine if and when a second alum treatment is necessary. Lake monitoring results from 2017 were presented at the June 2018 meeting. Commissioners agreed with staff recommendations to keep the CIP funding remaining for this project as a 2nd treatment may be needed in the future. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=278>.

2013 Four Seasons Area Water Quality Project/Agora Development (NL-2): At their meeting in December 2016, the Commission took action to contribute up to \$830,000 of Four Seasons CIP funds for stormwater management at the Agora development on the old Four Seasons Mall location. At their February 2017 meeting the Commission approved an agreement with Rock Hill Management (RHM) and an agreement with the City of Plymouth allowing the developer access to a city-owned parcel to construct a wetland restoration project and to ensure ongoing maintenance of the CIP project components. At the August 2017 meeting, the Commission approved the 90% design plans for the CIP portion of the project. At the April 2018 meeting, Commissioner Prom notified the Commission that RHM recently disbanded its efforts to purchase the property for redevelopment. In 2019, a new potential buyer/developer (Dominium) began preparing plans for redevelopment at the site. City staff, the Commission Engineer and I have met on numerous occasions with the developer and their consulting engineers to discuss stormwater management and opportunities with “above and beyond” pollutant reductions. Concurrently, the Commission attorney has been working to draft an agreement to transfer BCWMC CIP funds for the above and beyond treatment. At their meeting in December, Dominium shared preliminary project plans and the Commission discussed the redevelopment and potential “above and beyond” stormwater management techniques. The redevelopment team continues to work with the Plymouth staff and the Commission Engineer and attorney. The project is expected to come back to the February Commission meeting. Project webpage: <http://www.bassettcreekwmo.org/index.php?CID=282>.

2020 Crane Lake Improvement Project (CL-3): This project will be constructed in conjunction with the reconstruction of Ridgedale Drive in the City of Minnetonka. At their meeting on March 21, 2019, the BCWMC approved the project's feasibility study and chose to implement Option 3 from the study. At their meeting on May 16, 2019, the BCWMC approved the 90% design plans for the project. Construction is expected in early 2020. A public hearing on this project was held on September 19, 2019. No persons commented on the project. The project was officially ordered and an agreement with the city of Minnetonka was approved at the same meeting. Project webpage: <http://www.bassettcreekwmo.org/index.php?CID=490>. December 2019 update:

- Underground storm water tank is installed
- Construction of the lift station, which will pump storm water from the underground storm water tank into the rain gardens, will be completed in the spring of 2020
- The rain gardens have been constructed, excluding the plantings which will be installed in 2020
- Stage 1 Construction is Complete; Stages 2-3 will be completed in 2020
- Educational Sign to be designed this winter and installed in 2020

Other Work

CIP Project Work and Technical Assistance

- Drafted and distributed agenda for January TAC meeting
- Reviewed water monitoring cost breakdowns for memo to TAC
- Updated Channel Maintenance Funding memo for TAC
- Drafted letter to Sweeney Lake residents re: Sweeney Lake Improvement Project and Open House
- Responded to resident inquiries about impervious surfaces increases/decreasing related to water issues
- Responded to developers’ questions regarding review application process; set meeting for early review of Leaf Project
- Reviewed reimbursement request for Winnetka Pond Dredging Project and all backup documentation

Administration and Education

- Corresponded with and met with Master Water Steward re: ideas for chloride management and education
- Drafted letter to MAWD re: chloride limited liability legislation
- Drafted letter to commissioners re: upcoming meetings and campaign finance forms
- Reviewed and edited grant application for Lawns to Legumes program
- Drafted resolutions for January meeting and coordinated updated contract with Wenck
- Reviewed guidance on BWSR’s Performance Review and Assistance Program ([Level II](#)) (link in Item 6Ai)

