



Bassett Creek Watershed Management Commission

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

Via WebEx – Visit online calendar at www.bassettcreekwmo.org for log in instructions

AGENDA

1. **CALL TO ORDER and ROLL CALL**
2. **PUBLIC FORUM ON NON-AGENDA ITEMS** – *Members of the public may address the Commission about any item not contained on the regular agenda. A maximum of 15 minutes is allowed for the Forum. If the full 15 minutes are not needed for the Forum, the Commission will continue with the agenda. The Commission will take no official action on items discussed at the Forum, with the exception of referral to staff or a Commissions Committee for a recommendation to be brought back to the Commission for discussion/action.*
3. **APPROVAL OF AGENDA**
4. **CONSENT AGENDA**
 - A. Approval of Minutes – March 19, 2020 Commission Meeting
 - B. Acceptance of April 2020 Financial Report
 - C. Approval of Payment of Invoices
 - i. Keystone Waters, LLC – March 2020 Administrative Services
 - ii. Keystone Waters, LLC – March 2020 Printing Expenses
 - iii. Barr Engineering – March 2020 Engineering Services
 - iv. Wenck – March 2020 WOMP Monitoring
 - v. Lawn Chair Gardener – March 2020 Administrative and Education Services
 - vi. Kennedy & Graven – February 2020 Legal Services
 - vii. MMKR – 2019 Financial Audit
 - viii. Hamline University - Metro Watershed Partnership Contribution
 - D. Approval of Reimbursement Request from St. Louis Park for Westwood Lake Improvement Project (WST2)
 - E. Approval of Agreement with Three Rivers Park District for Medicine Lake Activities
 - F. Approval of Grant Agreement for Bryn Mawr Water Quality Improvement Project Clean Water Funds
 - G. Approval of Grant Agreement for Lawns to Legumes Neighborhood Demonstration Project, Harrison
 - H. Approval of Sub-grant Agreement with Metro Blooms for Lawns to Legumes Grant Project
 - I. Approval of Education Committee Recommendations for 2020 Work Plan and Budget
 - J. Approval of Contract with Lawn Chair Gardener for 2020 Educational Services
 - K. Approval to Execute Contract for Curly-leaf Pondweed Control on Medicine Lake
 - L. Approval of Updated Data Practices Policy
5. **BUSINESS**
 - A. Consider Approval of Dominion Redevelopment Project and 90% Plans for BCWMC CIP Water Quality Project at Four Seasons Mall
 - B. Consider Approval of Agreement with Dominion Regarding Capital Improvement Program Funds
 - C. Consider Approval of Agreement with City of Plymouth Regarding Dominion Redevelopment Project
 - D. Review Draft Policy for Use of CIP Funds for Equipment Purchase
 - E. Consider Approval of TAC Recommendations on 5-year Capital Improvement Program
 - i. Staff Memo on Street Sweeper Cost Share
 - ii. TAC Recommended 5-year CIP and Project Fact Sheets
 - F. Review Draft Feasibility Study for Main Stem Lagoon Dredging Project

6. COMMUNICATIONS (10 minutes)

- A. Administrator's Report
 - i. Adjusted Hennepin County Max Tax Levy Timeline
 - ii. Sweeney Lake Water Quality Improvement Project Virtual Open House
- B. Chair
- C. Commissioners
- D. TAC Members
- E. Committees
 - i. Education Committee
 - ii. Budget Committee
- F. Education Consultant
 - i. New Clean Your Storm Drain Video
- G. Legal Counsel
- H. Engineer
 - i. MTD Work Group Update Memo

7. INFORMATION ONLY (Information online only)

- A. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
- B. Grant Tracking Summary and Spreadsheet
- C. 2020 BCWMC Administrative Calendar
- D. WCA Notices of Decision, Plymouth
- E. WCA Notices of Application, Plymouth

8. ADJOURNMENT

Upcoming Meetings & Events

- Sweeney Lake Water Quality Improvement Project Public Open House: Wed April 8th, 5:30 – 7:30 p.m. via WebEx
- BCWMC Budget Committee Meeting: Thursday April 9th, 12:00 – 1:30 p.m., via Zoom
- Bassett Creek Watershed Mgmt Commission Meeting & Public Hearing: Thursday May 21st, 8:30 a.m., location TBD
- Westwood Hills Nature Center Grand Opening – Monday June 8th, 4:00 – 8:00 p.m., Westwood Hills Nature Center



Bassett Creek Watershed Management Commission

AGENDA MEMO

Date: April 9, 2020

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: Background Information for 4/16/20 BCWMC Meeting

1. **CALL TO ORDER and ROLL CALL**
2. **PUBLIC FORUM ON NON-AGENDA ITEMS**
3. **APPROVAL OF AGENDA – ACTION ITEM with attachment**

4. **CONSENT AGENDA**
 - A. Approval of Minutes – March 16, 2020 Commission Meeting- **ACTION ITEM with attachment**
 - B. Acceptance of April Financial Report - **ACTION ITEM with attachment**
 - 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 – March 2020 Administrative Services
 - ii. Keystone Waters, LLC – March 2020 Printing Expenses
 - iii. Barr Engineering – March 2020 Engineering Services
 - iv. Wenck – March 2020 WOMP Monitoring
 - v. Lawn Chair Gardener – March 2020 Administrative and Education Services
 - vi. Kennedy & Graven – February 2020 Legal Services
 - vii. MMKR – 2019 Financial Audit
 - viii. Hamline University - Metro Watershed Partnership Contribution

 - D. Approval of Reimbursement Request from St. Louis Park for Westwood Lake Improvement Project (WST2) – **ACTION ITEM with attachment (full document online)** – *Design is complete and construction is nearing completion on the educational sign and stormwater features at the Westwood Hills Nature Center. The city requests reimbursement for work completed to date. I reviewed the materials and recommend approval of the reimbursement. Currently, a grand opening celebration of the nature center is scheduled for June 8th.*

 - E. Approval of Agreement with Three Rivers Park District for Medicine Lake Activities – **ACTION ITEM with attachment** – *Since 2017, the BCWMC has facilitated curly-leaf pondweed control on Medicine Lake with cost sharing of 17% from TRPD. The BCWMC has also contributed funds to TRPD for expanded boat inspections at the launch. This agreement includes both activities. It was reviewed by the BCWMC Legal Counsel and is the same agreement used in years past. Staff recommends approval.*

 - F. Approval of Grant Agreement for Bryn Mawr Water Quality Improvement Project Clean Water Funds – **ACTION ITEM with attachments (work plan online)** – *In January, the BCWMC was awarded \$400,000 in Clean Water Funds from BWSR for the Bryn Mawr Project. The work plan (available with online meeting materials) was recently submitted and is under review by BWSR staff. The grant agreement was reviewed by BCWMC Legal Counsel; staff recommends approval.*

 - G. Approval of Grant Agreement for Lawns to Legumes Neighborhood Demonstration Project, Harrison – **ACTION ITEM with attachments (work plan online)** – *In February, the BCWMC was awarded a \$40,000 Lawns to Legumes Neighborhood Demonstration grant to be utilized by Metro Blooms to work with residents in the Harrison Neighborhood and other Minneapolis neighborhoods within the watershed to install native plantings benefitting pollinators. The work plan (available with online meeting materials) was recently submitted and is under review by BWSR staff. The grant agreement was reviewed by BCWMC Legal Counsel; staff recommends approval.*

- H. Approval of Sub-grant Agreement with Metro Blooms for Lawns to Legumes Grant Project – **ACTION ITEM with attachment** – *Metro Blooms will implement the Lawns to Legumes Project (Item 4G) on behalf of the BCWMC and with other sources of local match gathered by Metro Blooms. The sub-grant agreement (similar to previous sub-grant agreements) stipulates that Metro Blooms will carry out the grant work plan, abide by grant agreement terms, and complete all necessary reporting. The agreement was reviewed by BCWMC Legal Counsel; staff recommends approval.*
- I. Approval of Education Committee Recommendations for 2020 Work Plan and Budget – **ACTION ITEM with attachment** – *The Education Committee met via Zoom on April 6th. They reviewed the education activities completed in 2019 and my recommended activities for 2020, all of which are activities the Commission has done in the past. The committee also discussed and approved a proposal from Dawn Pape to produce 12 short videos in 2020 with water-related messages/education. The committee’s recommendation for the 2020 education work plan and budget are attached. Staff recommends approval.*
- J. Approval of Contract with Lawn Chair Gardener for 2020 Educational Services – **ACTION ITEM with attachment** – *In order to carryout the 2020 education work plan and budget (if approved in Item 4I above), a new education contract with Dawn Pape (DBA Lawn Chair Gardener) is appropriate. This contract is similar to previous contracts and would be funded from the Outreach and Education Budget line. Staff recommends approval.*
- K. Approval to Execute Contract for Curly-leaf Pondweed Control on Medicine Lake – **ACTION ITEM no attachment** – *I recently applied for an herbicide application permit from the MDNR to treat curly-leaf pondweed on Medicine Lake as in years past. A few weeks ago, I received a preliminary quote from a state-approved contractor we’ve used in the past. I am now working to reconnect with the contractor and secure an official quote. I am requesting approval to have a contract executed with BCWMC Legal Counsel review once the permit is secured, and a quote is received.*
- L. Approval of Updated Data Practices Policy – **ACTION ITEM with attachment online** - *This item was tabled at the February meeting and was removed from the March agenda. Commission Legal Counsel Anderson reviewed and updated the BCWMC Data Practices Policy. The document shows recommended updates from the previous version. Mr. Anderson recommends annually adopting the policy.*

5. BUSINESS

- A. Consider Approval of Dominion Redevelopment Project and 90% Plans BCWMC CIP Water Quality Project at Four Seasons Mall – **ACTION ITEMS with attachments** – *At the December 2019 meeting, Commissioners received a presentation on the proposed redevelopment at the old Four Seasons Mall site in Plymouth. The project plans for pollutant removals “above and beyond” those required by the Commission are now 90% complete and were reviewed by the Commission Engineers. The Commission Engineers recommend conditional approval of the redevelopment project, and conditional approval of the 90% plans for the CIP water quality project as expressed in the attached engineers’ memo.*
- B. Consider Approval of Agreement with Dominion Regarding Capital Improvement Program Funds – **ACTION ITEM with attachment** – *If the Commission approves the CIP project in Item 5A, an agreement with the developer is needed. The attached agreement was discussed and negotiated between BCWMC Legal Counsel and attorneys for Dominion, with input and review by me and the Commission Engineers. The attached agreement is not in final form and is pending final reviews by each party. However, no major changes from this version are expected. Staff will send a revised version if one becomes available before the meeting.*

- C. Consider Approval of Agreement with City of Plymouth Regarding Dominion Redevelopment Project – **ACTION ITEM with attachment** – *An agreement with the city of Plymouth is needed to ensure that access is granted by the city for project construction and that ongoing maintenance will be performed by the city, when appropriate, and required by the city of the developer. The attached agreement was drafted by BCWMC Legal Counsel and reviewed by the city’s attorney. Staff recommends approval.*

- D. Review Draft Policy for Use of CIP Funds for Equipment Purchase – **ACTION ITEM with attachment** – *At the February meeting Commissioners discussed a TAC recommendation to add cost sharing the purchase of a high efficiency street sweeper to the 5-year CIP. Commissioners requested further information and a draft policy on using CIP funds to purchase equipment. Staff drafted the attached policy which is similar to a policy recently adopted by Shingle Creek and Elm Creek WMCs. Approval of this policy can be considered independently of the street sweeper request from Plymouth in Item 5F below.*

- E. Consider Approval of TAC Recommendations on 5-year Capital Improvement Program – **ACTION ITEM with attachments** - *At the February meeting Commissioners discussed the TAC recommended 5-year CIP. Most of the discussion centered on the recommendation to cost share a high efficiency street sweeper for the city of Plymouth. Staff reviewed available literature on the pollution mitigating abilities of street sweeping and prepared the attached memo. The other recommended additions to the 5-year CIP were not discussed at February meeting. The complete TAC-recommended 5-year CIP and project fact sheets are included here. Decisions on the 5-year CIP will likely require a minor plan amendment and would be added to the agenda for the May 21st public hearing.*
 - i. Staff Memo on Street Sweeper Cost Share
 - ii. TAC Recommended 5-year CIP and Project Fact Sheets

- F. Review Draft Feasibility Study for Main Stem Lagoon Dredging Project – **INFORMATION ITEM with attachments (full document and appendices online)** – *At the July 2019 meeting, the Commission approved a proposal from the Commission Engineer to complete a feasibility study for the Main Stem Lagoon Dredging Project. The attached draft study was reviewed by me, city of Minneapolis staff, and Minneapolis Park and Rec Board staff. The Commission Engineer will give an overview of the study results and alternatives considered, along with options for how to proceed. No action is needed at this meeting.*

6. COMMUNICATIONS (10 minutes)

- A. Administrator’s Report
 - i. Adjusted Hennepin County Max Tax Levy Timeline
 - ii. Sweeney Lake Water Quality Improvement Project Virtual Open House
- B. Chair
- C. Commissioners
- D. TAC Members
- E. Committees
 - i. Education Committee
 - ii. Budget Committee
- F. Education Consultant
 - i. New Clean Your Stormdrain Video
- G. Legal Counsel
- H. Engineer
 - i. MTD Work Group Update Memo

7. INFORMATION ONLY (Information online only)

- A. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
- B. Grant Tracking Summary and Spreadsheet
- C. 2020 BCWMC Administrative Calendar
- D. WCA Notices of Decision, Plymouth
- E. WCA Notices of Application, Plymouth

8. ADJOURNMENT

Upcoming Meetings & Events

- Sweeney Lake Water Quality Improvement Project Public Open House: Wed April 8th, 5:30 – 7:30 p.m. via WebEx
- BCWMC Budget Committee Meeting: Thursday April 9th, 12:00 – 1:30 p.m., via Zoom
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- Westwood Hills Nature Center Grand Opening – Monday June 8th, 4:00 – 8:00 p.m., Westwood Hills Nature Center



Bassett Creek Watershed Management Commission

**DRAFT Minutes of Regular Meeting
Thursday, March 19, 2020
8:30 a.m.
Call-in Meeting**

1. CALL TO ORDER and ROLL CALL

On Thursday, March 19, 2020 at 8:31 a.m. Chair Prom called the meeting of the Bassett Creek Watershed Management Commission (BCWMC) to order. Due to the COVID-19 pandemic and in compliance with MN Statute 13D.021 and a declaration by Chair Prom that in-person meetings be suspended until further notice, the meeting was held via conference call.

Commissioners and city staff present on the call:

City	Commissioner	Alternate Commissioner	Technical Advisory Committee Members (City Staff)
Crystal	Dave Anderson	<i>Vacant Position</i>	Mark Ray
Golden Valley	Stacy Harwell (Treasurer)	Jane McDonald Black	<i>Absent</i>
Medicine Lake	<i>Absent</i>	Gary Holter	<i>Absent</i>
Minneapolis	Michael Welch (Vice Chair)*	<i>Vacant Position</i>	<i>Absent</i>
Mnettonka	<i>Absent</i>	<i>Vacant Position</i>	Leslie Yetka
New Hope	<i>Absent</i>	Patrick Crough	<i>Absent</i>
Plymouth	James Prom	<i>Absent</i>	Ben Scharenbroich
Robbinsdale	<i>Vacant Position</i>	<i>Absent</i>	<i>Absent</i>
St. Louis Park	Jim de Lambert	<i>Absent</i>	<i>Absent</i>
Administrator	Laura Jester, Keystone Waters		
Engineer	Karen Chandler and Jim Herbert, Barr Engineering		
Recorder	-		
Legal Counsel	Dave Anderson, Kennedy & Graven		
Presenters/ Guests/Public	Casey Dzieweczynski, Wellington Management*; Roshan Grieme, Wenck*; Roger Howley, Collage Architects*		

*Partial meeting attendance

2. PUBLIC FORUM ON NON-AGENDA ITEMS

No members of the public present on the call.

3. APPROVAL OF AGENDA

MOTION: Alternate Commissioner Crough moved to approve the agenda. Alternate Commissioner Holter seconded the motion. Upon a roll call vote, the motion carried 6-0, with the cities of Minneapolis, Minnetonka, and Robbinsdale absent from the vote.

4. CONSENT AGENDA

MOTION: Alternate Commissioner Holter moved to approve the consent agenda. Commissioner de Lambert seconded the motion. Upon a roll call vote, the motion carried 6-0, with the cities of Minneapolis, Minnetonka, and Robbinsdale absent from the vote.

The following items were approved as part of the amended consent agenda: February 20, 2020 commission meeting minutes, financial report, payment of invoices, Approval of Agreement with Hennepin County for 2020 River Watch Program, Approval of Resolution of Appreciation for Alternate Commissioner Monk, Approval of Reimbursement Request from Golden Valley for DeCola Ponds CIP Project, Approval of Leef South Redevelopment Project, Minneapolis.

The general and construction account balances reported in the March 2020 Financial Report are as follows:

Checking Account Balance	\$882,15491
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TOTAL GENERAL FUND BALANCE	\$882,154.91
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TOTAL CASH & INVESTMENTS ON-HAND (3/11/20)	\$3,098,422.51
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CIP Projects Levied – Budget Remaining	\$ (5,155,926.14)
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Closed Projects Remaining Balance	\$ (546,551.34)
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2012-2017 Anticipated Tax Levy Revenue	\$ 8,425.14
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2018 Anticipated Tax Levy Revenue	\$ 11,050.60
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Anticipated Closed Project Balance	\$ (527,075.60)
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5. BUSINESS

A. Set Public Hearing for Minor Plan Amendment

A. Administrator Jester noted that this item was tabled at the February meeting. She recommended that although the agenda for the public hearing is dependent on decisions that will be made at a future meeting regarding the 5-year CIP, the hearing should be held no later than the Commission’s May meeting (May 21st) in order to set a maximum levy for Hennepin County. She noted that in order to give member cities a 45-day notice, as required by the BCWMC Watershed Management Plan, the hearing should be set at this meeting. She reported that once the agenda for the hearing is set, an updated notice will be sent to cities and published in news outlets. She also noted that staff recommends that the plan amendment include updates to the wetland management policies in the plan. Please see the attached memo for further information.

MOTION: Commissioner Harwell moved to set a public hearing for May 21, 2020 and to approve the recommended revisions to the 2015 Watershed Management Plan's wetland policies. Commissioner de Lambert seconded the motion. Upon a roll call vote, the motion carried 6-0, with the cities of Minneapolis, Minnetonka, and Robbinsdale absent from the vote

[Commissioner Welch, Minneapolis, joined the meeting.]

7. COMMUNICATIONS

A. Administrator's Report

- i. Update on CIP Projects – Sweeney Lake Water Quality Improvement Project's public open house will be facilitated online via Webex on April 8th. Construction on the DeCola Ponds Project is nearing completion. An open house was recently held for the Main Stem Lagoon Dredging Project in Minneapolis with only two residents attending. The feasibility study for the project will be presented at the April Commission meeting.
- ii. CAMP Volunteers Update – Several people volunteered to monitor Medicine Lake after a previous volunteer had to resign. One person was chosen but it was good to see how many people were interested in helping. A volunteer was also found for Cavanaugh Lake (Sunset Hill Pond) which will be added as a new lake to the monitoring program.
- iii. Volunteers Needed for Discover Plymouth Event and Westwood Hills Nature Center Grand Opening – The Discover Plymouth Event was cancelled and no word on the nature center grand opening scheduled for early June. The MAWD summer tour was also cancelled.

B. Chair No comments

C. Commissioners

- i. Commissioner Welch requested that if the next Commission meeting cannot be held in person, that a platform with video capability be used rather than just audio. Commissioner Harwell noted that if the meeting is held in person, we may have difficulty getting a quorum if people are still nervous about meeting in groups due to the coronavirus.

D. TAC Members No comments

E. Committees

Administrator Jester noted that the Education and Budget Committees will meet via Zoom or Webex in the coming weeks and that information would be sent to commissioners soon.

F. Legal Counsel Nothing to report.

G. Engineer

- i. Update on MTD work group - Commission Engineer Herbert provided an update on how the manufactured treatment devices are being considered and discussed through a new work group facilitated by the MPCA. He and Josh Phillips (Barr Engineering) are representing both BCWMC and Elm Creek WMC on the work group. The group is working with the national STEPP program. There are several issues to consider in verifying and certifying MTDs including longevity and maintenance. He noted that testing is time consuming and expensive and that funding is needed. Commissioner Welch requested a summary of the work group and progress via an email to commissioners.
- ii. Commission Engineer Chandler reported that the city of Minnetonka would like to hire Barr Engineering to update the city's Natural Resources Management Plan. She wanted to make sure there were no real or perceived conflicts of interest. It was noted that the BCWMC does not review these types of plans. Leslie Yetka, TAC member with Minnetonka, noted that the Natural Resources Management Plan deals mainly with uplands, parklands, and woodlands. Commission Legal Counsel Anderson reported that there was no apparent conflict of interest for the BCWMC because there was no review or approval role for the Commission.

8. INFORMATION ONLY (Information online only)

- A. A. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
- B. Grant Tracking Summary and Spreadsheet
- C. 2020 BCWMC Administrative Calendar
- D. WMWA February Meeting Minutes
- E. BCWMC Letter to MPCA
- F. AMLAC Request to Permanently Close West Medicine Lake Access
- G. WCA Notice of Decision, Plymouth
- H. WCA Notices of Application, Plymouth
- I. [MAWD Summer Tour](#)

9. ADJOURNMENT

The meeting was adjourned at 9:06 a.m.

Signature/Title Date

Signature/Title Date

DRAFT

BEGINNING BALANCE	11-Mar-2020	882,154.91
ADD:		
General Fund Revenue:		
Interest less Bank Fees		(31.83)
City of Minneapolis - Bassett Creek Study		37,631.00
Permits:		
City of Plymouth		1,500.00
City of Minneapolis		1,500.00
S E H		1,500.00
Reimbursed Construction Costs		216,219.21
	Total Revenue and Transfers In	258,318.38
DEDUCT:		
Checks:		
3287 Barr Engineering	March Engineering	83,471.17
3288 Kennedy & Graven	February Legal	1,313.40
3289 Keystone Waters LLC	March Admin	6,398.83
3290 Lawn Chair Gardener	March Admin Services	668.75
3291 Wenck Associates	March WOMP	1,223.15
3292 Hamline University	Membership	3,500.00
3293 MMKR	Audit Services	5,300.00
3294 City of St Louis Park	Westwood Hills Nature Center	174,486.76
	Total Checks/Deductions	276,362.06
Outstanding from previous month:		
3283 Triple D Espresso	Outreach Mtg & Mar Mtg	600.96
ENDING BALANCE	8-Apr-2020	864,111.23

Bassett Creek Watershed Commission
 General Fund (Administration) Financial Report
 Fiscal Year: February 1, 2020 through January 31, 2021
 MEETING DATE: April 16, 2020

(UNAUDITED)

	2020/2021 BUDGET	CURRENT MONTH	YTD 2020/2021	BALANCE
OTHER GENERAL FUND REVENUE				
ASSESSMENTS TO CITIES	550,450	0.00	512,820.00	37,630.00
PROJECT REVIEW FEES	50,000	4,500.00	17,500.00	32,500.00
WOMP REIMBURSEMENT	5,000	0.00	0.00	5,000.00
TRANSFERS FROM LONG TERM FUND & CIP	42,000	0.00	0.00	42,000.00
CIP ADMINISTRATIVE CHARGE	30,000			
LONG TERM MAINT-FLOOD CONTROL PRC	12,000			
USE OF FUND BALANCE	15,000	0.00	0.00	15,000.00
METROPOLITAN COUNCIL - LRT		0.00	0.00	
THREE RIVERS PARK DISTRICT - CURLY LEAF POND		0.00	0.00	
CITY OF MINNEAPOLIS-BASSETT CREEK STUDY		37,631.00	91,202.89	
REVENUE TOTAL	662,450	42,131.00	621,522.89	132,130.00
EXPENDITURES				
ENGINEERING & MONITORING				
TECHNICAL SERVICES	130,000	18,285.35	31,107.35	98,892.65
DEV/PROJECT REVIEWS	75,000	7,778.50	17,934.50	57,065.50
NON-FEE/PRELIM REVIEWS	20,000	962.00	3,092.50	16,907.50
COMMISSION AND TAC MEETINGS	12,000	440.00	1,477.20	10,522.80
SURVEYS & STUDIES	10,000	0.00	0.00	10,000.00
WATER QUALITY/MONITORING	102,600	8,844.36	22,505.94	80,094.06
WATER QUANTITY	6,500	1,033.46	1,498.46	5,001.54
ANNUAL FLOOD CONTROL INSPECTIONS	12,000	4,197.50	4,397.50	7,602.50
REVIEW MUNICIPAL PLANS	2,000	560.00	560.00	1,440.00
WOMP	20,500	1,288.15	3,054.68	17,445.32
APM / AIS WORK	30,000	0.00	0.00	30,000.00
ENGINEERING & MONITORING TOTAL	420,600	43,389.32	85,628.13	334,971.87
PLANNING				
Next Generation Plan Development	18,000	0.00	0.00	18,000.00
MAINTENANCE FUNDS TOTAL	18,000	0.00	0.00	18,000.00
ADMINISTRATION				
ADMINISTRATOR	69,200	5,814.00	10,188.00	59,012.00
MN ASSOC WATERSHED DIST DUES	500	0.00	500.00	0.00
LEGAL COSTS	15,000	1,313.40	1,313.40	13,686.60
AUDIT, INSURANCE & BONDING	18,000	5,300.00	6,600.00	11,400.00
FINANCIAL MANAGEMENT	3,500	0.00	0.00	3,500.00
MEETING EXPENSES	1,500	0.00	223.50	1,276.50
ADMINISTRATIVE SERVICES	15,000	742.38	1,797.49	13,202.51
ADMINISTRATION TOTAL	122,700	13,169.78	20,622.39	102,077.61
OUTREACH & EDUCATION				
PUBLICATIONS/ANNUAL REPORT	1,300	0.00	0.00	1,300.00
WEBSITE	1,000	0.00	0.00	1,000.00
PUBLIC COMMUNICATIONS	1,000	0.00	0.00	1,000.00
EDUCATION AND PUBLIC OUTREACH	22,000	83.75	7,108.61	14,891.39
WATERSHED EDUCATION PARTNERSHIPS	15,850	3,500.00	3,500.00	12,350.00
OUTREACH & EDUCATION TOTAL	41,150	3,583.75	10,608.61	30,541.39
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	0.00	10,000.00
TMDL WORK TOTAL	10,000	0.00	0.00	10,000.00
TOTAL EXPENSES	662,450.00	60,142.85	116,859.13	545,590.87

Cash Balance 03/11/2020			
Cash		507,546.77	
	Total Cash		507,546.77
Investments:			
Minnesota Municipal Money Market (4M Fund)		2,500,000.00	
2018-20 Dividends		88,193.54	
2020-21 Dividends		2,682.20	
Dividends-Current		2,526.44	
	Total Investments		<u>2,593,402.18</u>
	Total Cash & Investments		3,100,948.95
Add:			
Interest Revenue (Bank Charges)		(55.24)	
	Total Revenue		<u>(55.24)</u>
Less:			
CIP Projects Levied - Current Expenses - TABLE A		(181,799.21)	
Proposed & Future CIP Projects to Be Levied - Current Expenses - TABLE B		(34,420.00)	
	Total Current Expenses		<u>(216,219.21)</u>
	Total Cash & Investments On Hand 4/8/2020		<u><u>2,884,674.50</u></u>
Total Cash & Investments On Hand		2,884,674.50	
Current Anticipated Levy -2019 (July 19/Dec 19/Jan 20)		10,952.29	
Current Anticipated Levy -2020 (July 20/Dec 20/Jan 21)		1,500,000.00	
CIP Projects Levied - Budget Remaining - TABLE A		(4,974,126.93)	
Closed Projects Remaining Balance		(578,500.14)	
2012 - 2017 Anticipated Tax Levy Revenue - TABLE C		8,425.14	
2018 Anticipated Tax Levy Revenue - TABLE C		11,050.60	
Anticipated Closed Project Balance		(559,024.40)	
Proposed & Future CIP Project Amount to be Levied - TABLE B		0.00	

TABLE A - CIP PROJECTS LEVIED							Grant Funds Received
	Approved Budget	Current Expenses	2020/21 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget		
Four Seasons Mall Area Water Quality Proj (NL-2) 2014	990,000	0.00	0.00	175,000.06	814,999.94		
Schaper Pond Enhance Feasibility/Project (SL-1)(SL-3) Twin Lake Alum Treatment Project (TW-2) 2016	612,000 163,000	0.00 0.00	3,146.00 0.00	430,817.45 91,037.82	181,182.55 71,962.18		
Northwood Lake Pond (NL-1) ² Budget Amendment 2017	822,140 <u>611,600</u>	1,433,740	0.00	0.00	1,447,143.38	(13,403.38)	700,000
Main Stem Cedar Lk Rd-Dupont (2017CR-M) 2017 Levy 2018 Levy	400,000 664,472	1,064,472	0.00	0.00	132,029.25	932,442.75	
Plymouth Creek Restoration (2017 CR-P) 2017 Levy 2018 Levy 2018	580,930 282,643	863,573	0.00	0.00	627,329.10	236,243.90	200,000
Bassett Creek Park & Winnetka Ponds Dredging (BCP-2) Mar-19 Budget Adj Mar-19 From Channel Maint 2019	1,000,000 114,301 9,050	0.00	0.00	1,063,148.32	60,202.68		
Decola Ponds B&C Improvement(BC-2,BC-3,BC-8) Westwood Lake Water Quality Improvement Project(Feasibility) 2020	1,031,500 404,500	0.00 174,486.76	787,615.09 174,486.76	894,212.65 223,640.96	137,287.35 180,859.04		34,287
Bryne Mawr Meadows (BC-5) Jevne Park Stormwater Mgmt Feasibility (ML-21) Crane Lake Improvement Proj (CL-3) Sweeney Lake WQ Improvement Project (SL-8)	904,900 500,000 582,837 550,000	0.00 0.00 0.00 7,312.45	0.00 0.00 0.00 8,158.45	97,687.03 46,390.75 12,000.85 9,308.45	807,212.97 453,609.25 570,836.15 540,691.55		
	<u>10,223,873</u>	<u>181,799.21</u>	<u>973,406.30</u>	<u>5,249,746.07</u>	<u>4,974,126.93</u>		

TABLE B - PROPOSED & FUTURE CIP PROJECTS TO BE LEVIED

	Approved Budget - To Be Levied	Current Expenses	2020/21 YTD Expenses	INCEPTION To Date Expenses	Remaining Budget
2021					
Main Stem Dredging Project (BC-7)	0	10,145.50	25,689.50	66,145.22	(66,145.22)
Mt Olivet Stream Restoration (ML-20)	0	9,929.50	13,388.50	29,421.62	(29,421.62)
Parkers Lake Stream Restoration (PL-7)	0	14,345.00	21,681.90	44,100.94	(44,100.94)
2021 Project Totals	0	34,420.00	60,759.90	139,667.78	(139,667.78)
Total Proposed & Future CIP Projects to be Levied	0	34,420.00	60,759.90	139,667.78	(139,667.78)

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			1,425,047.71	10,952.29	1,436,000.00
2018 Tax Levy	1,346,815.00		1,346,815.00			1,335,764.40	11,050.60	947,115.00
2017 Tax Levy	1,303,600.00	(10,691.48)	1,292,908.52			1,287,711.00	5,197.52	1,303,600.00
2016 Tax Levy	1,222,000.00	(9,526.79)	1,212,473.21			1,210,070.71	2,402.50	1,222,000.00
2015 Tax Levy	1,000,000.00	32.19	1,000,032.19			999,356.51	675.68	1,000,000.00
2014 Tax Levy	895,000.00	(8,533.75)	886,466.25			886,316.81	149.44	895,000.00
				<u>0.00</u>			<u>30,428.03</u>	

OTHER PROJECTS:

	Approved Budget	Current Expenses / (Revenue)	2020/21 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	0.00	0.00	409,169.91	
Less: State of MN - DNR Grants		0.00	0.00	(141,846.90)	
	694,573	0.00	0.00	267,323.01	427,249.99
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	415,950	0.00	0.00	255,619.60	
Metro Blooms Harrison Neighborhood CWF Grant Project					
BWSR Grant	134,595	0.00	0.00	87,892.89	46,702.11
				(67,298.00)	(67,298.00)
	134,595	0.00	0.00	20,594.89	
Total Other Projects	1,880,118	0.00	0.00	584,004.65	933,888.95

March 30, 2020

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

RE: Westwood Hills Nature Center Water Quality Project WST-2
City Project No. 36190002

Dear Ms. Jester,

Please find attached payment documentation totaling \$96,891.76 for design and \$77,595 for construction of the Westwood Hills Nature Center Water Quality Project in St. Louis Park. Per the Cooperative Agreement for the Westwood Hills Nature Center Project between the City of St. Louis Park and the Bassett Creek Watershed Management Commission, the city is requesting the first reimbursement of \$174,486.76 for this project at this time.

Of the \$12,000,000 total project cost for the Westwood Hills Nature Center redevelopment project, \$404,500 is slated to be paid with BCWMC CIP funding per agreement with the City of St. Louis Park for the Westwood Lake Improvement Project. This invoice includes expenditures for design and construction.

The city is grateful for the partnership with the Bassett Creek Watershed Management Commission on water quality improvements and protections.

If you have any questions or need additional information, please contact me at 952.924.2554 or jwest@stlouispark.org.

Sincerely,

Jason T. West

Jason T. West
Recreation Superintendent

Enclosure

Table 1. Design, construction and monitoring costs through March 31, 2020.
Design Costs

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
8/7/2018	Barr Engineering	Design fee, June 16 - July 13, 2018	\$15,708.99
9/5/2018	Barr Engineering	Design fee, July 14 - Aug. 10, 2018	\$32,006.83
10/3/2018	Barr Engineering	Design fee, Aug. 11 - Sept. 7, 2018	\$22,657.00
10/29/2018	Barr Engineering	Design fee, Sept. 8 - Oct. 5, 2018	\$2,207.50
7/12/2019	Barr Engineering	Design fee, May 18 - June 14, 2019	\$2,385.00
8/8/2019	Barr Engineering	Design fee, June 15 - July 12, 2019	\$4,985.58
9/3/2019	Barr Engineering	Design fee, July 13 - Aug. 9, 2019	\$4,990.34
10/30/2019	Barr Engineering	Design fee, Aug. 10 - Oct. 4, 2019	\$3,619.72
11/25/2019	Barr Engineering	Design fee, Oct. 5 - Nov. 1, 2019	\$6,249.20
1/16/2020	Barr Engineering	Design fee, Nov 2 - Dec. 27, 2019	\$2,081.60
Total design fees to date			\$96,891.76

Construction Costs

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
1/31/2020	St. Paul Utilities and Excavating, Inc.	Installation of rainwater collection system	\$75,000.00
3/27/2020	Rachel Contracting	Earthwork for rainwater feature	\$2,595.00
Total construction costs to date			\$77,595.00

**COOPERATIVE WATER RESOURCES MANAGEMENT PROJECT
JOINT POWERS AGREEMENT
BETWEEN
Three Rivers Park District
AND
Bassett Creek Watershed Management Commission**

1. PARTIES

Bassett Creek Watershed Management Commission (hereinafter referred to as “the Commission”) and the Three Rivers Park District (hereinafter referred to as “the Park District”), both being governmental units of the State of Minnesota, and acting through their respective governing bodies, hereby enter into this Joint Powers Agreement (“Agreement”). The Commission and the Park District from time to time may be referred to hereinafter as “the parties.”

2. PURPOSE

The Park District and the Commission recognize that intergovernmental cooperation in preventing degradation of aquatic resources, assessing the quality of Medicine Lake in the Bassett Creek Watershed, preventing the spread of aquatic invasive species (AIS), and implementing the Medicine Lake TMDL plan is in the mutual interest of the citizens of Hennepin County and the metropolitan area. The parties enter into this Agreement to facilitate the improvement of Medicine Lake water quality through the implementation of the Medicine Lake TMDL, and to assess the quality of the lake as implementation proceeds.

3. AUTHORITY

The parties enter into this Agreement pursuant to Minn. Stat. § 471.59, regarding joint exercise of powers which allows two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. This Agreement provides for the cooperative undertaking of a project and does not involve the creation of a joint board.

4. DUTIES OF THE PARK DISTRICT

In recognition of the staff resources and capabilities of the Park District, the Park District will be responsible for all of the following:

- a. Completion of an early season assessment to determine herbicide treatment areas for control of curly-leaf pondweed (“CLP”) in Medicine Lake with GPS coordinates of areas in need of treatment.

- b. Completion of spring and fall littoral zone aquatic plant surveys to monitor native macrophyte response to the CLP control program in Medicine Lake.
- c. Completion of annual water quality monitoring to determine the effectiveness of the CLP control program in reducing phosphorus loading to the lake.
- d. Participation in a project advisory capacity to guide the project implementation and review project results.
- e. Adhering to a performance criteria that ensures that all work meets the requirements of the Minnesota Department of Natural Resources (“DNR”) approved permit for control of CLP in Medicine Lake.
- f. Providing a cash contribution of 17% of the non-grant covered cost of the CLP treatment contract up to a maximum amount of \$3,000/year. An amendment to the Agreement will be required if the TRPD project contribution is estimated to exceed \$3,000. Reimbursement shall be upon an invoice submitted by the Commission.
- g. Hiring, training, and employing Level I and Level II AIS inspectors to operate the AIS decontamination unit at the French Regional Park boat launch.

5. DUTIES OF THE COMMISSION

In recognition of the staff resources and capabilities of the Commission, the Commission will be responsible for all of the following:

- a. Coordinating the development and implementation of a CLP control strategy for Medicine Lake, as per the approved Medicine Lake TMDL implementation plan.
- b. Coordinating the permitting process with the DNR and securing a contractor for performing an herbicide treatment to control CLP in Medicine Lake.
- c. Ensuring compliance with monitoring and evaluation requirements outlined in DNR’s approved permit for controlling CLP.
- d. Coordinating communications with all affected parties regarding the treatment and securing funding from the parties to this Agreement.
- e. Providing the additional funding beyond what the municipalities, grants, and the Park District provide to support the Medicine Lake CLP control project, consistent with the approved cost-share policy at the time of approval of this Agreement.
- f. Providing \$5,000 to the Park District to augment the AIS inspection program at the French Regional Park boat launch.

6. AMENDMENT

Any amendment to this Agreement must be in writing and approved by the Commission and the Park District. The parties shall have full power to amend this Agreement to add or delete items from the scope of this Agreement upon such terms as are agreed to between the parties.

7. LIABILITY

Each party to this Agreement shall be responsible for maintaining its own insurances and shall be responsible for its own acts and omissions. Neither party is agreeing to be responsible for the acts of the other under this Agreement. This Agreement provides for the undertaking of a cooperative activity and the parties shall be deemed a single governmental unit for the purposes of liability as provided in Minn. Stat. § 471.59, subd. 1(a). Nothing herein shall be interpreted as waiving any exception from or limitation on liability available to either party under Minn. Stat., Chap. 466 or other law.

8. TERMINATION

This Agreement will terminate at the end of the boat launch inspection season, estimated to be Monday September 7, 2020. Notwithstanding, either party may terminate this Agreement for any reason by providing 90 days written notice to the other party. In the event of termination, the Park District will pay pro rata for that portion of the CLP Control Project completed in accordance with Section 4.

IN WITNESS WHEREOF, the parties have caused this joint powers agreement to be executed and it shall be effective as of the date of signature of the last party to the Agreement.

**Basset Creek Watershed Management
Commission**

Dated: _____, 2020

Chair

Secretary

Three Rivers Park District

Dated: March 30, 2020



Angie Smith, Director of Natural Resources

**FY 2020 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000265343	VN#:	
PO#:	3000011667	Date Paid:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Bassett Creek WMC, c/o 16145 Hillcrest Ln Eden Prairie Minnesota 55346** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
C20-6356	Bryn Mawr Meadows Water Quality Improvement Project	\$400,000

Total Grant Awarded: \$400,000

Recitals

1. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Section 7(b)&(j), appropriated Clean Water Funds (CWF) to the Board for the FY 2020 Clean Water Fund Projects & Practices Grants.
2. The Board adopted the FY20 Clean Water Fund Competitive Grant Policy and authorized the FY20 Clean Water Fund Program through Board Order #19-32.
3. The Board adopted Board Order #20-05 to allocate funds for the FY 2020 Clean Water Fund Competitive Grants Program.
4. The Grantee has submitted a BWSR approved work plan for this Program, which is incorporated into this Grant Agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State’s Authorized Representative is Marcey Westrick, Clean Water Coordinator, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is: **Laura Jester, Administrator
16145 Hillcrest Lane
Eden Prairie, MN 55346
952-270-1990**

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantees must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** **December 31, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
 - 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

- 2.1. The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd.4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:
- 2.2. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.3. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
- 2.3.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
- 2.3.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 2.3.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2023 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.4. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. **Terms of Payment.**

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the Grantee and approved by BWSR.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant includes an advance payment of 50% of the grant's total amount. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the BWSR approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY20 Clean Water Fund Competitive Grant Program Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

6. **Assignment, Amendments, and Waiver**

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. **Publicity and Endorsement.**

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services

12. **Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. **Termination.**

13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

13.3. The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting 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.

17. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Clean Water Funds to supplement traditional sources of funding.

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Bassett Creek WMC

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

**FY 2020 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
LAWNS TO LEGUMES DEMONSTRATION NEIGHBORHOOD PROGRAM
GRANT AGREEMENT**

Vendor:	0000265343	VN#:	
PO#:	3000011956	Date Paid:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Bassett Creek WMC, c/o 16145 Hillcrest Ln Eden Prairie Minnesota 55346** (Grantee).

<i>This grant is for the following Grant Programs:</i>		
C20-9473	Resilient Yards for Pollinator Conservation in Northside Minneapolis	\$40,000

Total Grant Awarded: \$40,000

Recitals

1. The Laws of Minnesota, 2019, 1st Special Session, Chapter 4, Article 2, Sect. 2, Subd. 8 (f), appropriated funds to the Board for the FY2020 Lawns to Legumes Demonstration Neighborhood Program.
2. The Board is authorized to enter into grant agreements with soil and water conservation districts pursuant to Minn. Stat. § 103C.401, Subd. 1 and 2.
3. The Board adopted Board Order #20-04 to authorize and allocate funds for the FY 2020 Lawns to Legumes Demonstration Neighborhood Program.
4. The Grantee has submitted a BWSR approved work plan which is incorporated into this Grant Agreement by reference.
5. The Grantee has agreed to appropriate and expend the required local match.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State’s Authorized Representative is Dan Shaw, Senior Ecologist/Vegetation Specialist, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, (612) 236-6291, or his/her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

**Laura Jester, Administrator
16145 Hillcrest Lane
Eden Prairie, MN 55346
952-270-1990**

If the Grantee’s Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The State will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date:** **December 31, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; and 19. Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat § 16B.97, Subd. 4 (a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee is required to submit a progress report at the end of each quarter, regardless of whether or not reimbursement is being requested.
 - 2.2.2. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2023 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. Time.

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

- 4.1. Payments from this grant will be on a reimbursement basis. Requests for reimbursement may be submitted once each quarter (quarterly deadlines are March 31, June 30, September 30, and December 31). The Grantee is required to submit a progress report at the end of each quarter, regardless of whether or not reimbursement is being requested. These reports will be summarized and processed for payment on a form provided by the Board.
 - 4.1.1. Paid invoices or receipts and documentation of in-kind must be uploaded into the Grant Attachments tab of eLINK.
- 4.2. Any grant funds remaining unspent after the end of the expiration date stated above must be returned to the Board within 30 days of that date.
- 4.3. The obligation of the State under this Grant Agreement will not exceed the amount listed above.

5. Contracting and Bidding Requirements.

- 5.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- 5.2. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- 5.3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 5.4. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - 5.4.1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - 5.4.2. Metropolitan Council Underutilized Business (MCUB) Program: [Metropolitan Council Underutilized Business Program](#)
 - 5.4.3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- 5.5. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- 5.6. The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 5.7. Notwithstanding (5.1) - (5.4) above, the State may waive bidding process requirements when:
 - 5.7.1. Vendors included in response to competitive grant request for proposal process were approved and

incorporated as an approved work plan for the grant.

5.7.2. It is determined there is only one legitimate or practical source for such materials or services and that Grantee has established a fair and reasonable price.

5.8. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§ 177.41 through 177.44](#). 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.

5.9. The Grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

6. **Conditions of Payment.**

6.1. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, Laws to Legumes Demonstration Neighborhood Program Policy, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State, or local law.

6.2. Minnesota Statutes § 103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or local law; BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

7. **Assignment, Amendments, and Waiver.**

7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

7.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

7.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

9. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

9.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

10. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

11. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement.

12.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

12.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination.

14.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2. The State may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

16. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

17. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting 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.

18. Constitutional Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding the use of Environment and Natural Resource Trust Fund.

19. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies,

photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Bassett Creek WMC

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

SUB-GRANT AGREEMENT

(Resilient Yards for Pollinator Conservation in Northside Minneapolis)
(BWSR Lawns to Legumes Neighborhood Demonstration Project)

THIS SUB-GRANT AGREEMENT (“Agreement”) is made as of this 16th day of April, 2020, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (“Commission”), and Metro Blooms, a non-profit organization in Minneapolis, Minnesota (“Metro Blooms”).

WHEREAS, Commission entered into a grant agreement with the Minnesota Board of Water and Soil Resources in April 2020 (“Grant Agreement”), a copy of which is attached hereto as Exhibit A and is incorporated herein and made part of this Agreement; and

WHEREAS, the Grant Agreement provides that the Minnesota Board of Water and Soil Resources will grant to Commission a sum not to exceed Forty Thousand and No/100 Dollars (\$40,000.00), to perform the duties and tasks specified in the Grant Agreement related to the Resilient Yards for Pollinator Conservation in Northside Minneapolis, GRANT NO. C20-9473 (“Project”); and

WHEREAS, Commission will pass the funds provided in the Grant Agreement through to Metro Blooms to implement the Project; and

WHEREAS, Commission and Metro Blooms have agreed for Metro Blooms to assume certain duties and responsibilities of Commission under the Grant Agreement in consideration of receiving funds provided for in the Grant Agreement and subject to the terms, conditions, and limitations set forth therein.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, the parties hereto covenant and agree as follows:

1. Grant Funds. Commission agrees to forward to Metro Blooms funds received under the Grant Agreement for the Project based upon approved reimbursement requests received from Metro Blooms and conditioned on Metro Blooms’ continuing compliance with its obligations hereunder.

2. Metro Blooms Obligations. Metro Blooms will perform and satisfy certain obligations of Commission under the Grant Agreement. Specifically, but without limiting the foregoing, Metro Blooms will perform all of the following with respect to the Project and in satisfaction of Grant Agreement obligations:

- (a) Metro Blooms will perform, or participate in, all elements of the Project as described in the Project Work Plan (“Work Plan”) of the Grant Agreement, as it may be amended, and will properly document expenses, including time and materials, in the manner expressed in the Project Budget (“Budget”) and will provide information to the Commission to aid in quarterly grant reporting. The initial Work Plan and Budget are included in the Grant Agreement and is attached hereto as Exhibit B. Any

amendments made to the Grant Agreement, including its exhibits, are incorporated in and made part of this Agreement by reference.

- (b) Metro Blooms will comply with all requirements and conditions of the Grant Agreement applicable to the Project that, by their nature, must be performed by Metro Blooms rather than Commission and that are conditions of award of funds under the Grant Agreement.
- (c) The times of performance and expiration of Metro Blooms' obligations under this Agreement shall be as provided in the Grant Agreement.
- (d) Metro Blooms will provide invoices for reimbursement in accordance with the requirements of the Grant Agreement.
- (e) Metro Blooms will take all other actions as are needed to ensure compliance with the Grant Agreement and provide such information and assistance to the Commission as may be needed to ensure the Commission can comply with the requirements of the Grant Agreement that, by their nature, must be performed by the Commission rather than the Metro Blooms.

3. Metro Blooms Reimbursement. Metro Blooms will be reimbursed from the funds received through the Grant Agreement for grant-eligible costs incurred in performing its obligations in accordance with this Agreement, the Work Plan, and the Budget. Reimbursements will be forwarded to Metro Blooms following completion of work by the Metro Blooms under the Work Plan from grant funds received by Commission from the Minnesota Board of Water and Soil Resources. Metro Blooms will provide such invoices or other evidence of expenses incurred as may be required by the Commission or by the Minnesota Board of Water and Soil Resources under the Grant Agreement. The Commission shall have no obligation to reimburse the Metro Blooms for any amounts that exceed the amount of the grant received by the Commission under the Grant Agreement.

4. No Assignment. Metro Blooms shall not assign or transfer any rights or obligations under this Agreement without the prior consent of the Commission and an Assignment Agreement executed and approved by the parties.

5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the parties.

6. No Waiver. If Commission fails to enforce any provisions of this Agreement, such failure does not waive the provision or Commission's right to enforce it.

7. Entire Agreement. This Agreement contains all negotiations and agreements between Commission and Metro Blooms. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party.

8. Indemnification. Metro Blooms will indemnify, defend, and hold harmless the Minnesota Board of Water and Soil Resources and Commission, its officers, agents, and employees,

from any claims or causes of action, including attorney's fees incurred by Commission, arising from the performance of this Agreement by Metro Blooms, or its officers, agents or employees.

9. Audit. Metro Blooms' books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the Minnesota Board of Water and Soil Resources and/or the state auditor or legislative auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Data Practices. Metro Blooms shall comply with applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. If Metro Blooms receives a request to release data referred to in this paragraph, Metro Blooms must immediately notify Commission. Commission will give Metro Blooms instructions concerning the release of the data to the requesting party, prior to such release.

11. Workers' Compensation. Metro Blooms certifies that it is in compliance with Minnesota Statutes, Section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Metro Blooms' employees and agents will not be considered employees of Commission. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of employees of Metro Blooms, and any claims made by any third party as a consequence of any act or omission on the part of such employees are in no way the obligation of Commission or the Minnesota Board of Water and Soil Resources.

12. Publicity. Any publicity regarding the subject matter of this Grant Agreement must identify the Minnesota Board of Water and Soil Resources as a source of funding and the Bassett Creek Watershed Management Commission as a sponsoring agency. Publicity shall include information identified in the Grant Agreement to the extent required herein. Metro Blooms must not claim that the Minnesota Board of Water and Soil Resources or Commission endorses its products or services.

13. Applicable Law. The law governing the obligations of this Agreement and the venue for all legal proceedings associated therewith shall be in accordance with the Grant Agreement.

14. Termination. This Agreement is subject to termination in accordance with the termination provision of the Grant Agreement. However, the provisions in the Grant Agreement regarding Liability, State Audits, Government Data Practices, Intellectual Property, and Governing Law, Jurisdiction and Venue will survive termination or cancellation of this Agreement or of the Grant Agreement.

15. Conditioned. This Agreement is conditioned on approval by the Minnesota Board of Water and Soil Resources to the extent such approval is required by the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of _____, 2020.

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

METRO BLOOMS

By: _____
Its Executive Director

Date: _____

EXHIBIT A
Grant Agreement

[attached hereto]

EXHIBIT B
Work Plan and Budget
[attached hereto]

Proposed 2020 BCWMC Education and Outreach Budget

**Item 4I.
BCWMC 4-16-20**

	Activity	Budget	Notes
1	Publications/Annual Report	\$1,300	Existing line item in operating budget to develop Commission's Annual Report
2	Website Hosting/Maintenance	\$1,000	Existing line item in operating budget for website maintenance and hosting
3	<u>Watershed Education Partnerships</u>		
	a. Citizen Assisted Monitoring Program	\$7,445	This program through the Met Council sponsors volunteer monitors on several BCWMC lakes. This year there are volunteers lined up for ten lakes sites. Agreement with Met Council to be executed soon.
	b. River Watch Program	\$2,000	BCWMC has sponsored this program coordinated by Hennepin County for many years. High school students collected water quality data on local creeks. Agreement with county recently executed.
	c. MetroWaterShed Partners	\$3,500	BCWMC provides funding to support the Clean Water MN Media Campaign. Watershed organizations our size are asked to contribute between \$3,000 and \$5,000.
	d. Children's Water Festival	\$350	This event educates 4th grade students about water resources and presents ways they can help ensure a future where water resources are protected and managed wisely.
	e. Metro Blooms Workshops	\$2,500	Workshops are geared toward planting resilient yards including alternative turf, raingardens, and native plants. BCWMC cities coordinate with Metro Blooms to schedule an event.
	3. Subtotal	\$15,795	
4	<u>Education and Public Outreach</u>		
	a. West Metro Water Alliance	\$12,000	Contract approved by BCWMC 2/19/15. Administrator attends monthly WMWA meetings and is involved with this organization and its activities. First half (\$6,000) paid in Feb 2020
	b. Prairie Moon Native Seeds	\$0	Don't recommended purchasing this year as events are unknown and seeds are perishable.
	c. Training for Commissioners (registrations, fees)	\$1,000	Recommended for reimbursement of registration fees for Commissioners, Alt. Commissioners, or Committee members to attend workshops, trainings, and other events. Pre-approval from the Commission is required for each expenditure and funds are used to reimburse individuals with proper receipts and documentation. Typically, these funds are for registration expenses only but are sometimes used for travel expenses (lodging and mileage for out of town events). Funds are distributed on a first come, first serve basis until depleted. In 2018, \$1,008 of this fund was used. In 2019 \$0 were used.
	d. Metro Blooms Harrison Neighborhood Project Support	\$4,000	Recommended to continue supporting and helping provide grant match funds for the Harrison Neighborhood Project being implemented by Metro Blooms.
	e. Purchase of 300 dog waste bag dispensers	\$500	These are a popular item at events. We have a very low inventory currently. Can also use for May 2021 Walk for Animals event.
	f. Creek crossing signs	\$0	Currently have signs at 7 crossings in Plymouth and Golden Valley. Don't recommend purchasing more at this time.
	g. 12 Short Videos	\$4,020	Contract with Dawn Pape (see video proposal below)
	h. Chloride Education	\$439	February 2020 Salt Smart Campaign Expenses
	4. Subtotal	\$21,959	
5	Public Communications	\$1,000	Existing line item in operating budget for required public notices.
	TOTAL	\$41,054	
6	Unassigned Education Funds	\$96	



Education Plan for April 2020-January 2021

12 short (1-3 minute) educational videos to be used across social media

Since face-to-face contact will likely continue to be limited for much of this year, we will do an educational video each month about water-related topics to be shared via social media (Facebook and Instagram). Fun and focused on a variety of issues affecting our water—video ideas are on the next page and highlight the educational concepts, positive behaviors, and programs we support. The videos will incorporate Community-Based Social Marketing ideas.

Community-Based Social Marketing Key Points

- People are social animals (think sheep!) and like to follow in step with what others are doing
- Almost all of our decisions are ruled by social, cultural, and emotional factors
- It's important to address "core values" and "What's in It for Me"
- People believe that something is a social norm when they hear it from multiple sources-multiple customer touch points and multiple trusted messenger channels (i.e. from the city, BCWMC, on Facebook, from their lake association, neighbors,
- Hitting the right combination of social and individual strategies can increase success rates exponentially
- Remove barriers for people to make it simple for them to do the positive behaviors
- Motivate people to do desired behaviors
- Establish new social norms.
- Use Commitment Strategies to Reinforce Proper Practices
- Offer Incentives, Disincentives, Rewards, and Recognition Reinforce and Strengthen Social Norms
- Feedback: People are more likely to stick with a behavior change for a longer period of time (and potentially help motivate others to change) if they see that they are making a difference in their community, their health, the environment, or their individualized core value.
- Design quick-start pilot projects (this Salt Smart program) to leverage existing resources and enthusiasm from local agencies. Understand social fabric and local connections across the counties and state to identify champions and test outreach tactics.

Budget

Plan, film, edit and deliver content:	
7 hrs. @ \$45 = \$315, \$315 x 12 = \$3,780	\$3,780 /year
Promote videos to get more views	
\$20/month x 12 months = \$240	\$240 /year
	\$4,020



1-3-minute Video Ideas

choose one video per month

<p>March</p> <ul style="list-style-type: none"> • Salt Smart to protect the plants • The importance of biodiversity and how to do your part to protect biodiversity 	<p><u>April</u></p> <ul style="list-style-type: none"> • Sweep the street to get the sand and salt off the roads • What's your water footprint? • River Watch Program
<p><u>May</u></p> <ul style="list-style-type: none"> • AIS-putting the dock in • Water consumption: What's your water IQ? • Harrison Neighborhood Showcase 	<p><u>June</u></p> <ul style="list-style-type: none"> • Raingardens • Sweep up grass clippings • The water footprint of fossil fuel energy
<p><u>July</u></p> <ul style="list-style-type: none"> • AIS message-when you're on the lakes for the holiday, remember to... • Zebra mussels in depth, Brady the zebra-mussel sniffing dog. Should we have more of these dogs? Train yours! • What our lake associations are doing 	<p><u>August</u></p> <ul style="list-style-type: none"> • No mow/bee lawns save water and the bees • Plants that are resistant to droughts and flooding--perfect for our changing climate -- we have prairie moon native seeds to hand out • We wish they could pick it up themselves, but they can't. PLEASE scoop the poop. We've got poop bags if you need them
<p><u>September</u></p> <ul style="list-style-type: none"> • AIS dock removal • Children's Water Festival • CAMP 	<p><u>October</u></p> <ul style="list-style-type: none"> • Leave the leaves in gardens, but not on streets • Partner highlights: MetroWatershed Partners and WMWA • We are working with local businesses through the Chamber of Commerce to salt smart
<p><u>November</u></p> <ul style="list-style-type: none"> • Over salting is illegal - illicit discharge. • Adopt-a-drain • Highlight St. Louis Park H.S. Roots and Shoots club is handing out our salt smart cards! You can too! 	<p><u>December</u></p> <ul style="list-style-type: none"> • Clean water is a wonderful gift -- let's not take it for granted. Here's what you can do... • Changing the culture around oversalting • Your pet's paws and sidewalk salt
<p><u>January 2021</u></p> <ul style="list-style-type: none"> • Salt Smart - space granules 1-3" apart! • Metro Blooms workshops • Lawns to Legume project 	<p>February 2021</p> <ul style="list-style-type: none"> • Highlight CIP • Sweep up salt on dry pavement and reuse

EDUCATION AND OUTREACH SERVICES AGREEMENT

THIS EDUCATION AND OUTREACH SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and Dawn Pape, doing business as Lawn Chair Gardener, 5901 Birchwood Street, Shoreview, MN 55126 (the “Contractor”).

1. **SERVICES.** Contractor will perform the services outlined in the proposed Education Plan (“Plan”) approved with the 2020 Commission Education Work Plan and Budget, which is attached hereto as Exhibit 1 and is incorporated herein, including producing 12 short educational videos for use on social media and other communication avenues on a variety of topics (collectively, the “Services”). The terms and conditions of this Agreement shall be controlling over any conflicting term or condition contained within the Plan.
2. **COMPENSATION.** Contractor will be paid for Services at the rate of \$45 per hour. Contractor will be reimbursed for actual, reasonable and necessary out-of-pocket expenses including printing, materials, and travel (at the current IRS rate for privately owned automobiles). Travel outside of the Minneapolis/St. Paul metropolitan area and overnight accommodations must have the prior approval of the Commission. Meeting and meal expenses (other than meetings of the Commission or its committees) must have the prior approval of the Commission. The total compensation, including expenses, to be paid to Contractor for all the Services to be provided under this Agreement shall not exceed \$4,020.00
3. **PAYMENT.** Contractor will submit monthly invoices for the Services providing detailed time records of Services provided and time spent and shall provide receipts for eligible reimbursable expenses that are not otherwise reimbursed by the Commission through its consultants or otherwise. Invoices and records, together with supporting information, shall be submitted in a form acceptable to the Commission. The Commission will pay invoices within 45 days of receipt thereof. Invoices received by the first Thursday of the month will ordinarily be authorized for payment at that month’s regular meeting.
4. **TERM AND TERMINATION.** This Agreement shall be effective as of April 1, 2020 and it shall continue in effect until January 31, 2021. This Agreement may be terminated by either party at any time, and for any reason, on 35 days’ written notice of termination.
5. **SUBSTITUTION AND ASSIGNMENT.** Services provided by Contractor will generally be performed by Dawn Pape. Upon approval by the Commission, the Contractor may substitute other persons to perform some identified portion of the Services set forth in this Agreement. No assignment of this Agreement shall be permitted without a prior written amendment signed by the Commission and the Contractor.
6. **AMENDMENTS.** This document, together with any attached Exhibit, constitutes the entire Agreement between the parties and no modifications of its terms shall be valid unless reduced to writing and signed by both parties.

7. **INDEPENDENT CONTRACTOR.** The Contractor (including the Contractor's employees, if any) is not an employee of the Commission. Contractor will act as independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the Commission. Contractor shall not be considered an employee of the Commission for any purpose including, but not limited to: income tax withholding; workers' compensation; unemployment compensation; FICA taxes; liability for torts; and eligibility for benefits.

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

8. **DATA PRACTICES AND RECORDS.** All records, information, materials and other work product, in written, electronic, or any other form, developed in connection with providing Services under this Agreement shall be the exclusive property of the Commission. All such records shall be maintained with the records of the Commission and in accordance with the instructions of the Commission. The Contractor will comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Commission will provide such advice and legal services as are necessary to comply with such laws and regulations as they relate to the data maintained by the Commission.
9. **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws, regulations or ordinances in performance of Contractor's duties hereunder, such laws including but not limited to those relating to non-discrimination in hiring or labor practices.
10. **AUDIT.** The Contractor agrees that the Commission, the State Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, and records that are relevant to and involve transactions relating to this Agreement.
11. **HOLD HARMLESS.** Contractor shall defend, indemnify and hold harmless the Commission, its member cities and their elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation that may arise out of this Agreement for Services provided by Contractor hereunder.
12. **APPLICABLE LAW.** The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under this Agreement will be in and under those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence, or incorporation of Contractor.



Memorandum

To: Bassett Creek Watershed Management Commission (BCWMC)
From: Barr Engineering Co.
Subject: Item 5A: Four Seasons Mall Redevelopment (BCWMC #2019-25) and Water Quality Project (2013 CIP NL-2) – Plymouth, MN
BCWMC April 16, 2020 Meeting Agenda
Date: April 9, 2020
Project: 23270051 2019 2201

5A Four Seasons Mall Redevelopment (BCWMC #2019-25) and Water Quality Project (2013 CIP NL-2) – Plymouth, MN

Summary:

Proposed Work: Redevelopment of the Four Seasons Mall site, above-and-beyond stormwater quality improvements, and wetland restoration

Basis for Review at Commission Meeting: Cut and fill in the floodplain; 90% CIP review

Impervious Surface Area: Decrease 2.07 acres

Recommendations:

1. Conditional Approval of Four Seasons Mall Redevelopment Project (BCWMC #2019-25)
2. Conditional Approval of 90% Plans for Water Quality Project (2013 CIP NL-2)
3. Authorize BCWMC Engineer to provide administrative approval of BCWMC CIP project components after final plans have been revised and comments have been addressed.

Background

At their September 2013 meeting, the BCWMC conditionally approved 90% plans for the Four Seasons Mall Area Water Quality Project (near Hwy 169 and Rockford Road in Plymouth) that included restoration of a channel upstream of the mall and creation of a stormwater pond. The project was not built due to residents' concerns with tree loss.

At their August 2016 meeting, the Commission received a presentation on the stormwater management components of a redevelopment project (named Agora) on the Four Seasons Mall site. At the time, the Commission was asked to consider providing funding (in the ballpark of \$500,000) toward stormwater management features that would go "above and beyond" pollutant removal requirements for the redevelopment. The Commission moved forward with exploring a partnership with Rock Hill Management through an agreement with the City of Plymouth and directed Commission staff to continue to gather and assess additional information for further consideration including technical and legal issues.

At their December 2016 meeting, the Commission received a presentation on four alternatives for possible stormwater management features for the redevelopment. The Commission provided conditional

approval to provide funds from the BCWMC CIP budget as a financial contribution towards Alternative 4, which would have removed an estimated 109 pounds of phosphorus above and beyond the BCWMC's requirements at the Agora development in Plymouth. Conditions of the approval included:

1. CIP project review – i.e., review at 50% and 90% plan stages.
2. Prior to the BCWMC formalizing a financial commitment, the developer must provide final drawings (i.e. final construction plans for the entire project including the wetland restoration) and supporting information (final pollutant removals and other information to confirm pollutant removal estimates) to the BCWMC Engineer for review and Commission approval. BCWMC's final financial commitment will be based on the final pollutant removal estimates.
3. Prior to formalizing a financial agreement, the BCWMC will enter into an agreement with the City of Plymouth for construction and funding of the project. Concurrently, the developer will need to enter into an agreement with the City of Plymouth regarding construction of the project and allowing construction of the wetland restoration portion of the project.
4. The BCWMC must obtain BWSR approval to substitute this new CIP project for the original Four Seasons Mall Area Water Quality Project.
5. The developer must obtain all required local, state, and federal permits for the project.
6. The developer must submit the application, fee, drawings and supporting information for the Agora redevelopment site to the BCWMC Engineer for separate review as part of the BCWMC project review program.

At its January 2017 meeting, the Commission directed the administrator and legal counsel to develop an agreement with Rock Hill Management for the Commission's consideration and on January 30, 2017, the developer's consultant submitted the Agora project for BCWMC review.

At its February 2017 meeting, the Commission conditionally approved the Agora development project as part of the BCWMC project review program. The Commission also approved an agreement with Rock Hill Management, which required that the CIP project remove at least 100 pounds of total phosphorus (TP) above-and-beyond the BCWMC requirements for the Agora development project. The Commission also approved a separate agreement with the City of Plymouth to allow the developer access to a city-owned parcel to construct the wetland restoration project and to ensure ongoing maintenance of the CIP project components. The agreements were executed later in February 2017. The BCWMC Engineer coordinated with the applicant, on behalf of the Commission, from January 2017 through August 2017, and the applicant sufficiently addressed 13 of the 19 comments from the conditional approval for the Agora project.

At its August 2017 meeting, the Commission conditionally approved 90% design CIP plans for the Agora project. However, at their April 2018 meeting, Plymouth Commissioner James Prom informed the Commission that the Agora project had fallen through due, in part, to a change in market demand for some of the intended uses.

General Project Information

In February 2019, Dominion Development and Acquisition, LLC (Dominium) and its engineer (Loucks) informed the BCWMC Administrator and Engineer of the redevelopment plans for the Four Seasons Mall site. On November 15, 2019, Dominion and Loucks submitted a BCWMC application, plans, and a stormwater management report for review. At the December 2019 BCWMC meeting, the applicant presented an introduction to the proposed project to the Commission. Leading up to and following the December 2019 BCWMC meeting, the BCWMC Engineer has worked with Dominion and Loucks regarding the amount of the above-and-beyond water quality treatment to be provided by the project. The BCWMC did not take any action at the December 2019 meeting.

The proposed redevelopment project is located in the Northwood Lake subwatershed in the southwest quadrant of the TH 169 and Rockford Road interchange. The proposed project includes demolition and redevelopment of the entire parcel from a commercial strip mall to a commercial, public, and multiple-residential development, and a wetland restoration resulting in 16.6 acres of grading (disturbance). The proposed project creates 9.86 acres of fully reconstructed impervious surfaces, which results in a decrease of 2.07 acres of impervious surfaces, from 11.93 acres (existing) to 9.86 acres (proposed). Portions of the proposed project will result in a change of land use and zoning from commercial to multifamily residential or public.

This memorandum summarizes the review of the redevelopment aspects of the proposed project, including: floodplain management, wetland management, rate control requirements, erosion and sediment control requirements, water quality requirements, and above-and-beyond water quality improvements (the CIP project components).

Floodplain

The proposed project includes work in the Bassett Creek 1% (base flood elevation, 100-year) floodplain. The October 2019 BCWMC Requirements for Improvements and Development Proposals (Requirements) document states that *projects within the floodplain must maintain no net loss in floodplain storage and no increase in flood level at any point along the trunk system* (managed to at least a precision of 0.00 feet). The 1% (base flood elevation, 100-year) floodplain elevation of the North Branch of Bassett Creek (North Branch) in this reach is 893.1 feet NAVD88.

The proposed project will result in a net increase in floodplain storage of approximately 3.83 acre-feet (6,186 cubic yards) and does not result in an increase in flood level at any point along the trunk system.

The Requirements document also states that *minimum building elevations (lowest) floor of new and redeveloped structures, including parking ramps/garages, must be at least 2.0 feet above the 100-year flood level*. All structures on the site, including the tuck-under garages are at least 2.0 feet above the 100-year flood level.

Wetlands

The City of Plymouth is the local government unit (LGU) responsible for administering the Wetland Conservation Act; therefore, BCWMC wetland review is not required.

Rate Control

The October 2019 BCWMC Requirements document states that projects that create more than one (1) acre of new or fully reconstructed impervious area *must manage stormwater such that peak flow rates leaving the site are equal to or less than the existing rate leaving the site for the 2-, 10-, and 100-year events, based on Atlas 14 precipitation amounts and using a nested 24-hour rainfall distribution.*

Under existing conditions, stormwater runoff leaves the site in three directions: surface flow north and east to the North Branch, surface flow west to Lancaster Lane North, and surface flow and storm sewer flow to an existing wetland to the south of the development property. The North Branch, which runs along the north and east edge of the site with intermittent flows, and storm sewer in Lancaster Lane, also discharge into the wetland to the south of the development property.

The proposed stormwater management system includes an underground filtration system and a series of ponds to provide rate control, including: Pond WP, Basin 1P, Pond 2P, and Underground Filtration System 3P on the north end of the site; and Pond NP at the south end of the site. The underground filtration system and ponds on the north end of the site outlet to the North Branch. Pond NP on the south end of the site outlets through a control structure to the wetland to the south of the development property. The proposed project also includes a diversion of low flows from the North Branch into Pond NP to provide water quality treatment, as part of the Four Seasons Mall Area Water Quality project (BCWMC CIP NL-2).

Table 1 and Table 2 summarize the existing conditions peak discharge rates and proposed conditions peak discharge rates, respectively, from the project area to the existing wetland to the south of the development property.

Table 1: Existing Conditions Peak Discharge Rates (From the Proposed Project Site Only)

Existing Conditions Subwatershed	Area	2-Year Peak	10-Year Peak Rate	100-Year Peak Rate
	(acres)	(cfs)	(cfs)	(cfs)
To Creek (from site)	6.52	19.01	30.42	55.87
To Lancaster Lane (from site)	1.56	3.44	6.12	12.33
To Wetland (direct from site)	9.22	28.85	45.05	80.87
Total – To Wetland (from site) ^{1,2}	17.30	51.30	81.60	149.06

¹ Total peak discharge rates may not be a direct sum of the peak discharge rates of inflows due to the timing of the peak discharge rates for each inflow.

² Additional flow and runoff is directed to the existing wetland from the North Branch (from the larger off-site watershed) and other direct tributary drainage areas, which are not quantified in this table.

Table 2: Proposed Conditions Peak Discharge Rates (From the Proposed Project Site Only)

Proposed Conditions Subwatershed/BMP	Area	2-Year Peak	10-Year Peak Rate	100-Year Peak Rate
	(acres)	(cfs)	(cfs)	(cfs)
To Creek (from site) ¹	7.11	7.37	14.96	36.57
To Lancaster Lane (from site)	1.61	4.14	6.93	13.25
To Wetland (direct from site)	0.17	0.36	0.67	1.38
To Wetland (from Pond NP)	15.57	8.32	14.61	28.66
To Wetland (from Creek)	N/A	0.00	0.00	0.00
Total – To Wetland (from site) ^{2,3}	17.34	9.67	16.95	34.07

¹ Runoff from this subwatershed is routed to the North Branch. As part of the proposed project, low flows from the North Branch are diverted onto the proposed project site for water quality treatment in Pond NP: South.

² Total peak discharge rates may not be a direct sum of the peak discharge rates of inflows due to the timing of the peak discharge rates for each inflow.

³ Additional runoff is directed to the wetland from the North Branch (from the larger off-site watershed) and other direct tributary drainage area, which is not quantified in this table.

Table 1 and 2 show that the stormwater management system for the proposed redevelopment project meets the BCWMC requirement for rate control.

Water Quality

As discussed in the Background section above, the Commission conditionally approved a financial contribution towards a previous submittal for redevelopment of the Four Seasons Mall site for providing stormwater treatment, specifically TP removal “above and beyond” BCWMC requirements. The BCWMC Engineer revised the BCWMC P8 model between August 2017 and April 2018 to better align with monitoring data provided by Three Rivers Park District. As shown in Table 3, the current BCWMC P8 model shows significantly higher phosphorus loadings to the wetland upstream of Highway 169 than the 2017 BCWMC P8 model, which was used to establish the above-and-beyond water quality treatment goal for the agreement for BCWMC CIP funding reimbursement. As a result, 100 pounds of annual TP removal achieves a lower percent of TP removal when evaluated with the current BCWMC P8 model.

Table 3: Above and Beyond Water Quality Treatment Goals for BCWMC CIP Funding Reimbursement

	2017 BCWMC P8 Model	2019 BCWMC P8 Model
TP Loading (lb/year)	283.3	484.8
TP Removal Goal (lb/year) For BCWMC CIP Funding	100.0	100.0
TP Removal Goal (%) For BCWMC CIP Funding	35.3%	20.6%

The BCWMC Requirements document states that projects on sites without restrictions that create one or more acres of new and/or fully reconstructed impervious surfaces shall capture and retain on-site 1.1 inches of runoff from the new and/or fully reconstructed impervious surfaces. If the applicant is unable to achieve the performance goals due to site restrictions, flexible treatment options must be used following the BCWMC design sequence flow chart.

The proposed redevelopment project creates 9.86 acres of fully reconstructed impervious area. Flexible Treatment Option (FTO) #2 was selected for the proposed project due to the presence of tight clay soils that are not conducive to infiltration. FTO #2 requires that the project provide 60% removal of total phosphorus (TP). To meet the BCWMC’s 60% TP removal goal, the proposed redevelopment project must remove 12.6 pounds of TP per year. Any treatment in addition to this amount is considered above-and-beyond treatment.

The proposed BMPs on the development site will treat stormwater from the site and off-site areas with a filtration basin, an underground filtration system, two smaller stormwater ponds, and a large stormwater pond with an iron-enhanced sand filter (IESF) bench. Table 4 summarizes the estimated annual TP loading and removals on the development site, not including the wetland restoration. Two values are listed in a number of cells, the first is what was provided by the applicant, and the second, shown in parentheses, was calculated by Barr based on the comments and requested revisions to the water quality modeling listed in the recommendations section.

Table 4: Proposed Water Quality Treatment and Pollutant Removals for the Development Site

Device	TP Loading (lbs/year) ³	TP Removal (lbs/year) ³	TP Removal (%) ³
Northwest Pond (WP) ¹	10.1	6.3 (4.8)	62.9 (47.6)
North Basin (1P) ¹	1.1	0.9 (0.7)	88.3 (62.8)
Northeast Pond (2P) ¹	4.4	1.9	43.8
Underground Filtration (3P) ¹	3.2	3.1 (2.2)	96.9 (68.3)
South Pond Forebay (FB)	200.0 (202.9)	4.2	2.1
South Pond with Iron-Enhanced Sand Filtration Bench (NP)	197.0 (200)	34.0 (17.8)	17.3 (9.0)
TOTAL^{1,2}	207.7	50.4 (31.6)	24.3 (15.2)

¹ Runoff from this BMP is routed to the North Branch. As part of the proposed project, low flows from the North Branch are diverted onto the proposed project site for water quality treatment in the South Pond Forebay and South Pond with Iron-Enhanced Sand Filtration Bench.

² Total loading may not be a direct sum of the individual BMPs due to the routing of outflow from one BMP to another.

³ Values in parentheses independently computed by Barr.

The proposed project will also involve restoration of the existing wetland to the south of the development site. The wetland restoration is solely part of the overall BCWMC CIP project (NL-2), for which there will be a proposed agreement between the developer and the BCWMC, as discussed in the Background section. The assumed water quality treatment potential and TP removal efficiency for the wetland restoration is generally based on guidance from the Minnesota Stormwater Manual rather than water quality modeling. Table 5 summarizes the annual TP loading and removals for the wetland restoration.

Table 5: Proposed Water Quality Treatment and Pollutant Removals for the Wetland Restoration

Device	TP Loading (lbs/year) ³	TP Removal (lbs/year) ³	TP Removal (%) ³
Wetland (From South Pond: NP)	163.2 (182.1)	7.2 (7.3)	4
Wetland (From West and Direct)	190.7	73.2 (75.1)	38
TOTAL¹	353.9 (372.8)	80.4 (82.4)	22.5 (22.1)

¹ TP removal efficiency for the wetland restoration is generally based on guidance from the Minnesota Stormwater Manual.

Table 6 summarizes the estimated annual above-and-beyond TP removals. Two values are listed in a number of cells, the first is what was provided by the applicant, and the second, shown in parentheses, was calculated by Barr based on the comments and requested revisions to the water quality modeling listed in the recommendations section.

Table 6: Above-and-Beyond Total Phosphorus Removal

Water Quality Components	TP (lbs/year) ²
TP Removal Provided at Redevelopment Project	+ 50.4 (31.6)
TP Removal Provided at Wetland Restoration	+ 80.4 (82.4)
Summation of TP Removal Provided by Project	+ 130.9 (114.0)
TP Removal Required for Redevelopment Project	- 12.6
TP Removal Provided by Wetland in Existing Conditions ¹	- 0
Subtotal of TP Removals to be Subtracted to Obtain Above-and-Beyond TP Removal	- 12.6
Total Above-and-Beyond TP Removal Provided	118.3 (101.4)

¹ Monitoring data obtained by the BCWMC Engineer suggests that the wetland may be exporting, rather than capturing, TP. The TP removal provided by the wetland in existing conditions was estimated as zero.

² Values in parentheses independently computed by Barr.

Erosion and Sediment Control

The proposed project results in more than 10,000 square feet of land disturbance; therefore, the proposed project must meet the BCWMC erosion and sediment control requirements. Proposed temporary erosion and sediment control features include rock construction entrances, silt fence, and storm drain inlet protection. Permanent erosion and sediment control features include erosion control blanket and stabilization with sod or seed and mulch.

Recommendations

Authorize BCWMC Engineer to provide administrative approval of BCWMC CIP project components after final plans have been revised and comments have been addressed.







Conditional Approval of Four Seasons Mall Redevelopment Project (BCWMC #2019-25) and 90% Plans for Water Quality Project (2013 CIP NL-2) based on the following comments:

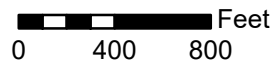
1. The P8 model(s) must be revised as follows to demonstrate that the proposed project meets BCWMC water quality requirements and the above-and-beyond water quality treatment requirement per the draft agreement for CIP funding reimbursement:
 - a. The overflow elevation for device *NB-CRSP-4S* must be revised to match the plans (elev. 889.75).
 - b. The infiltration outlet for device *NB-07* must be removed as the wetland is designed with a normal water level.
 - c. The infiltration outlet for device *NB-WP-4S* must be routed to *NB-CRSP-4S* to match the routing for the drain tile in the plans.
 - d. Clarify, and revise as necessary, why the particle removal scale factor for the following devices was modified from 1 to something else:
 - i. Device *NB-1P-4S* (modified to 0.1)
 - ii. Device *NB-3P-4s* (modified to 0.1)
 - iii. Device *NB-NP-4S* (modified to 4.2)

- e. The filtration efficiencies in the submitted P8 model are 100% pollutant removal for particulate phosphorus and 90% removal for dissolved phosphorus. The filtration efficiencies must be modified to values appropriate for filtration. The Minnesota Stormwater Manual indicates 85% removal of particulate phosphorus and, if enhancements are used to removal dissolved phosphorus, 40-60% removal of dissolved phosphorus.
2. The proposed conditions HydroCAD models must be revised as follows to demonstrate that the proposed project meets BCWMC rate control requirements:
 - a. Pond 1P, the elevation of device #4 (EOF) must be revised to match the plans.
 - b. Pond 2P, the diameter of outlet device #3 (culvert) must be revised to match the plans.
 - c. For Pond 6P, the normal (or starting) water level must be included.
 - d. For Pond 6P, the diameter of outlet device #1 (culvert) must be revised to match the plans.
 - e. For Pond NP, the length of outlet device #2 (weir) must be revised to match the plans.
 - f. For Pond NP, the diameter of outlet device #4 (drain tile) must be revised to match the plans. The discharge multiplier for the device should also be revised to 2 to account for both drain tile outlets.
 - g. For Pond WLD, the normal (or starting) water level for the wetland must be included.
 - h. For Pond WP, the elevation of outlet devices #3 (weir) must be revised to match the plans.
3. As noted the by the City of Plymouth, the sand filter design may not be realistic and may require modification. The rate control and water quality modeling must be revised accordingly if the iron-enhanced sand filtration bench is modified.
4. Portions of the proposed grading do not appear to tie into the existing grades at the edge of the project. The grading plan should be clarified and revised as necessary.
5. The application to the BCWMC is for full development of the site and the above-and-beyond water quality treatment. If the development and/or any stormwater features construction will be phased, this must be clarified on the plans or in a supplemental exhibit.
6. A maintenance plan and/or agreement must be established between the owner and the City for the proposed stormwater BMPs. We understand this is being developed.
7. It is highly recommended that a chloride management plan be developed for the project site. We understand this is being developed.
8. Revised drawings (paper copy and final electronic files), modified supporting information (P8 model, HydroCAD model, references, etc.), and itemized responses to the review comments must be provided to the BCWMC Engineer for final review and approval.



Project Location

-  Project Location
-  Municipality
-  BCWMC
-  Legal Boundary
-  Major Subwatershed
-  Bassett Creek



FOUR SEASONS MALL REDEVELOPMENT (BCWMC #2019-25) AND WATER QUALITY PROJECT (2013 CIP NL-2) Plymouth, MN

LOCATION MAP

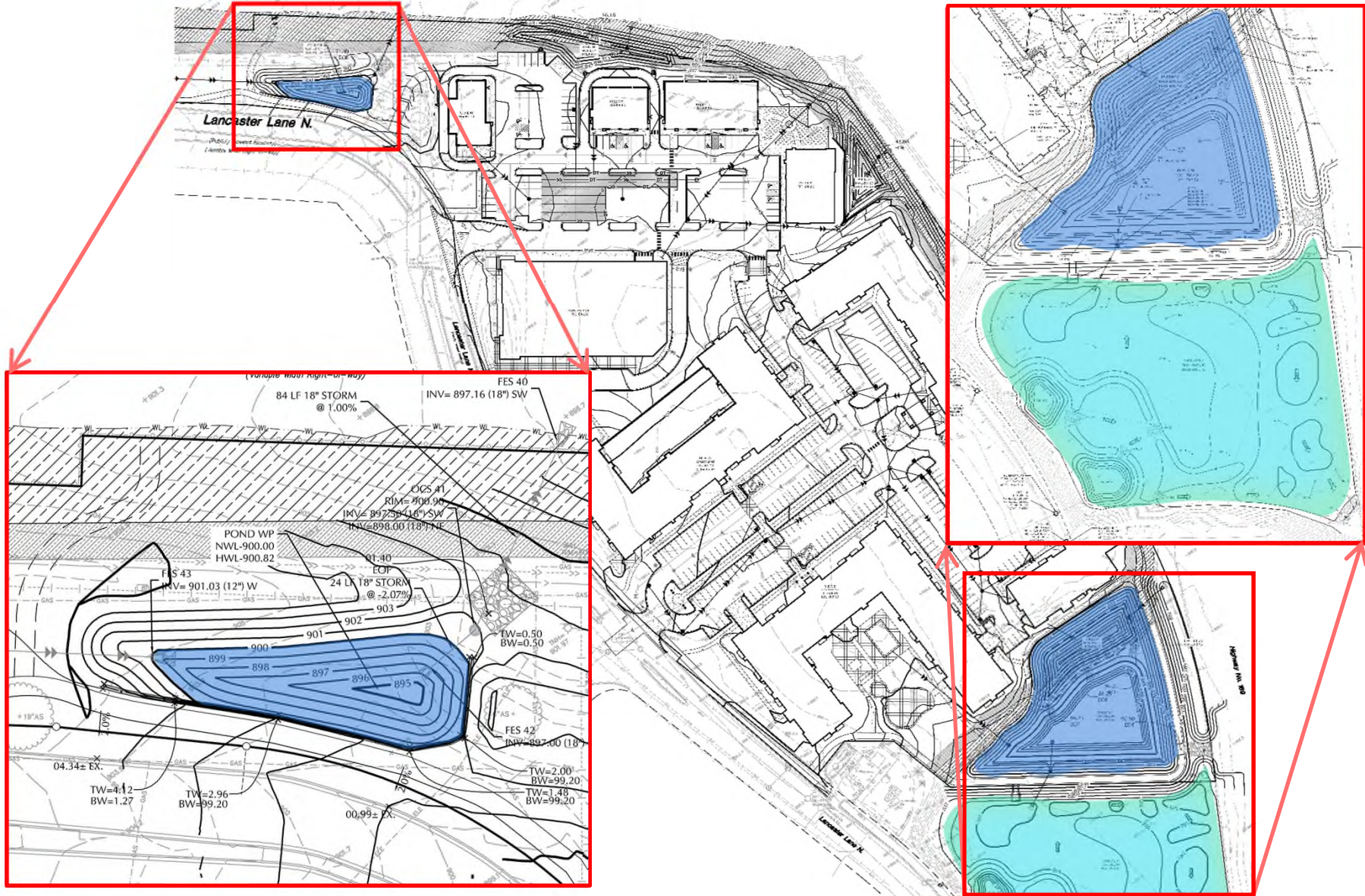
04/08/2020

Four Seasons Mall Redevelopment Stormwater Narrative

1. Storm Pond with filtration bench – A pond on the north end, west of the retail designed with an excavated dead storage to provide sedimentation settlement and a sand filter to filter live storage within 48 hours. Together providing rate control to downstream waters. Primary and overflow outlets drain to the creek along the north side of the property.
2. Storm Pond and Forebay with enhanced filtration bench – Located on the south side before the wetland, these excavated areas are designed to provide sedimentation settlement and rate control released downstream. The forebay acts as pretreatment, receiving the runoff first and providing initial treatment of the stormwater. The storm pond then receives the stormwater for additional treatment and rate control to downstream receiving waters. An iron enhanced sand filter bench, located along the south side, has been added for additional phosphorus removal. All live storage is designed to draw down within 48 hours. The primary and overflow outlets drain to the wetland.
3. Wetland Restoration – The wetland, located on the south side of the property, will be restored and enhanced to provide stormwater treatment. By enhancing the wetland to function properly with proper vegetation, water storage, increased flow path and animal habitat, a higher level of stormwater treatment is achieved. Bassett Creek, whatever isn't directed to the storm pond and forebay, will outlet directly to the wetland and flow through to the outlet. The wetland piped outlet under Highway 169 and overflow over Highway 169 are directed to Northwood Lake.

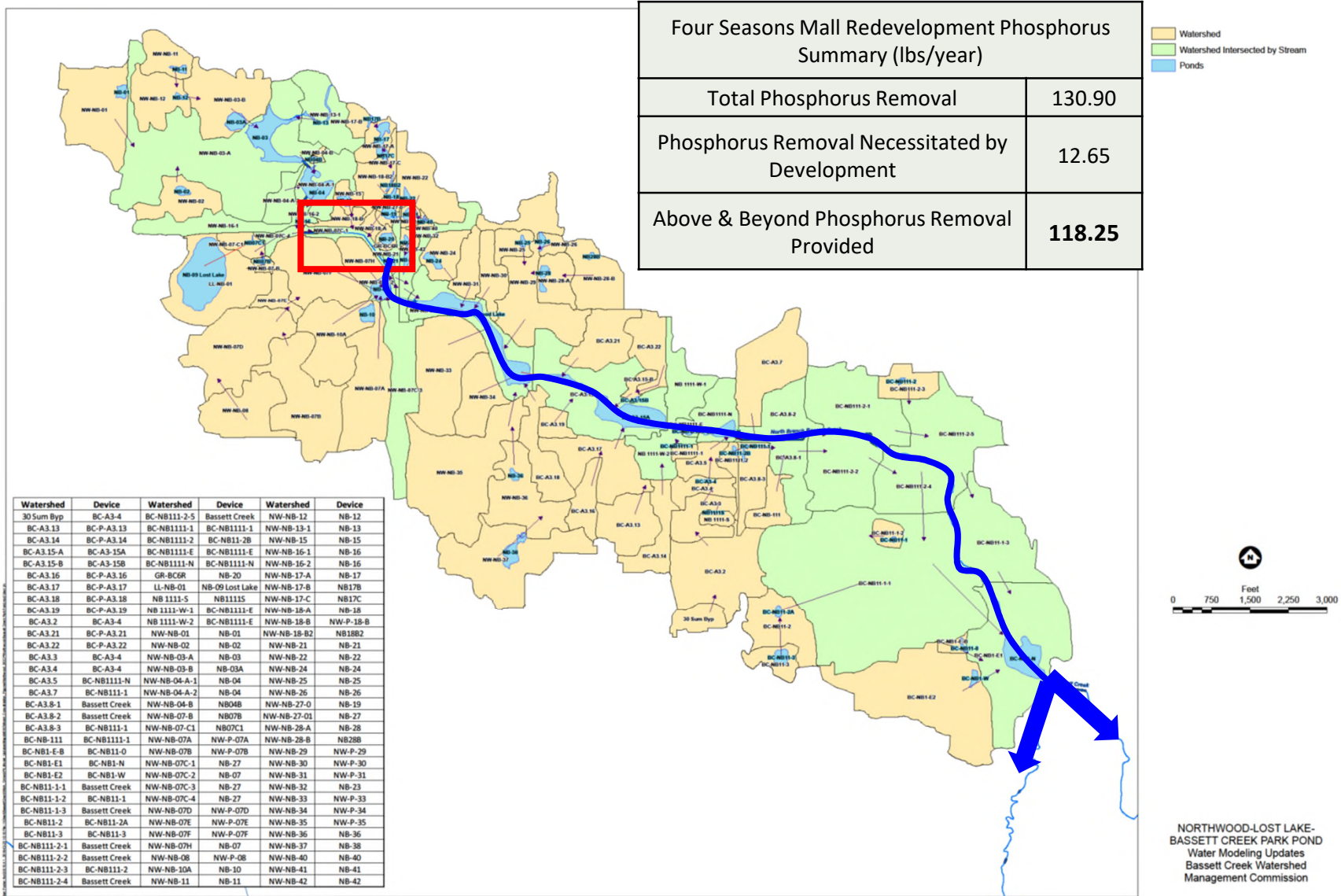
FOUR SEASONS MALL REDEVELOPMENT

ABOVE AND BEYOND



FOUR SEASONS MALL REDEVELOPMENT

PHOSPHORUS



CAPITAL IMPROVEMENT CONSTRUCTION AGREEMENT
Four Seasons Mall Redevelopment

This Agreement is made as of this ___ day of _____, 2020, by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (the “Commission”), and Plymouth Leased Housing Associates IV, LLLP, a Minnesota limited liability limited partnership (the “Developer”). The Commission and the Developer may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The Commission adopted the Bassett Creek Watershed Management Commission Watershed Management Plan on September 17, 2015 (“WM Plan”), a watershed management plan within the meaning of Minnesota Statutes, section 103B.231;
- B. The WM Plan includes a capital improvement program (“CIP”) that lists a number of water quality project capital improvements;
- C. One of the water quality projects identified in the CIP is the Four Seasons Mall Water Quality Project in the City of Plymouth (“City”) that was funded as part of the 2013 CIP levy and collected by Hennepin County pursuant to Minnesota Statutes, section 103B.251;
- D. The Developer is in the process of acquiring certain real property that is to be platted as part of the current Four Seasons Mall Redevelopment (the “Redevelopment”). A depiction of said Redevelopment is attached hereto as Exhibit A, and the real property that the Developer is in the process of acquiring is depicted thereon as Lot 3, Block 1 (the “Developer Property”);
- E. The Developer Property is adjacent to certain other real property also to be platted as part of the Redevelopment and depicted on Exhibit A as Lots 2, 4, and 5, Block 1 (the “Other Property”), and said Other Property will be acquired by either the Developer or an affiliate thereof;
- F. The Other Property is intended to be conveyed in a series of one or more transactions to other owners, including a developer affiliated with the Developer, a retail developer not affiliated with the Developer, and the City (the “Other Developers”);
- G. The Developer Property is also adjacent to and to the north of a wetland parcel owned by the City, Hennepin County PID 1311822140008 (the “City Property”);
- H. The original Four Seasons Mall Water Quality Project did not proceed, but the Developer has proposed to construct an alternative stormwater project in addition to what it would otherwise be required to construct as part of the Redevelopment (the “Project”). The Project will be constructed partially on the Developer Property, partially on the Other Property, and partially on the City Property. The Project is described in detail on the attached Exhibit B and includes, without limitation, the construction or installation of stormwater pond WP with a sand filtration system, stormwater pond NP with a pre-treatment forebay and an iron-enhanced sand filtration system, and the restoration of the wetland within the City Property;

- I. The Other Developers will obtain any required approvals from the Commission in connection with private stormwater improvements that are not included within the Project but are located on the Other Property;
- J. The Developer will acquire from the respective owner(s) such temporary easements or agreements as may be required to construct portions of the Project on the Other Property and the City Property;
- K. The Project exceeds the Commission's stormwater treatment requirements for the Developer's proposed redevelopment and provides at least the level of treatment that was expected to be realized by construction of the original Four Seasons Mall Water Quality Project. The minimum above and beyond phosphorous removal requirement of the Project is specified in Section 4 of this Agreement;
- L. The City, through a separate agreement with the Commission, will provide for the ongoing maintenance of the Project elements constructed on the City Property;
- M. The City, through a separate development agreement with the Developer, will also ensure the ongoing maintenance by the Developer of the Project elements that are constructed on the Developer Property and on the Other Property;
- N. The Commission desires to provide CIP funding, on a reimbursement basis, to the Developer for the Project in accordance with the terms and conditions of this Agreement; and
- O. The Developer desires to utilize the CIP funds from the Commission to construct the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

- 1. Project Scope. The Project will consist of the construction and installation of all stormwater treatment features and improvements described in Exhibit B attached hereto. The site of the Project shall include the Developer Property, the City Property, and the Other Property.
- 2. Developer Property. The Developer's acquisition of fee title of the Developer Property is a condition precedent to the Developer being eligible for any reimbursement of Project costs from the Commission under this Agreement. The Developer shall provide the Commission proof of having acquired fee title to the Developer Property prior to the Developer submitting any reimbursement requests to the Commission.
- 3. City Property; Other Property.
 - a. City Property. The Developer shall take such steps as may be required to obtain a construction easement or agreement from the City as may be needed to secure a right to construct the stormwater improvements identified within the Project on the City Property

in accordance with the Plans. The rights obtained from the City shall include an agreement or similar authorization for the Commission and its agents to enter the City Property as may be needed to conduct inspections as provided in this Agreement if the Commission does not secure such authorization in its separate agreement with the City. The Developer's acquisition of such rights over the City Property shall occur before the Commission will reimburse any construction costs for the Project.

- b. Other Property. The Developer shall take such steps as may be required to obtain a construction easement or agreement from the owner(s) of the Other Property as may be needed to secure a right to construct the stormwater improvements identified within the Project on the Other Property in accordance with the Plans. The rights obtained from the owner(s) of the Other Property shall include an agreement or similar authorization for the Commission and its agents to enter such Other Property as may be needed to conduct inspections as provided in this Agreement. The Developer's acquisition of such rights over such Other Property shall occur before the Commission will reimburse any construction costs for the Project.
4. Design and Plans. The Developer will design the Project, prepare plans and specifications for construction of the Project, and provide supporting information including, but not limited to, final pollutant removal information and other information to confirm pollutant removal estimates (collectively, the "Plans"). The 90% plans and specifications have already been submitted to the Commission engineers and approved in accordance with the Commission's CIP project review process. Once the Plans are fully finalized, they shall be submitted to the Commission engineer for final administrative review and written approval. Any changes to the fully finalized plans and specifications shall require written approval of the Commission's engineer following a reasonable review period, which shall be no less than 10 business days. Only minor change orders may be approved by the Developer, in consultation with the Commission administrator, without requiring additional approvals by the Commission. For purposes of this paragraph, "minor change orders" shall mean those changes to the approved plans that do not materially change either the effectiveness of the Project to meet its intended purposes, the aesthetics, form, or function of the Project, or the environmental impacts of the Project. The Plans shall be completed and submitted for approval prior to the distribution of any funds under this Agreement. Approval of the Plans shall not occur unless the Plans demonstrate that the Project will remove at least 100 pounds of total phosphorus more than the amount that is required for removal for the development itself. The Plans, once finalized and approved by the Commission engineer in accordance with this section, shall be incorporated in and made part of this Agreement by reference.
5. Contract Administration. The Developer shall be responsible for constructing the Project in accordance with the approved Plans. The Developer will award the contract to its selected contractor ("Contractor") and supervise and administer the construction of the Project to ensure that it is completed in accordance with the approved Plans. The Developer will require the Contractor to name the Commission and its engineering firm, Barr Engineering Co., as additional insureds on all liability policies required by the Developer of the Contractor, and the Commission shall be given the same notification of cancellation or non-renewal of such liability policies as is given to the Developer. The Developer will require the Contractor to

defend, indemnify, protect, and hold harmless the Commission and the Developer, their agents, officers, and employees, from all claims or actions arising from negligent acts, errors or omissions of the Contractor. The Developer will supervise the work of the Contractor, but the Commission shall perform construction inspections as provided herein.

6. Construction Inspections. The Commission's engineer ("Commission Engineer") shall perform periodic inspections of the Project as it is being constructed. The Developer and the Commission, through its engineer, agree to work cooperatively with one another and in good faith with the Contractor to develop a schedule for inspections that minimizes the amount of CIP funds spent on inspections while still providing sufficient inspections to ensure the Project is constructed in accordance with the approved Plans. The Commission Engineer may not direct the work of the Contractor, but the Developer and the Contractor will give due and reasonable consideration to issuance of such change orders, work directives, or field orders as necessary and appropriate to adjust the work as requested by the Commission Engineer to help ensure the Project is constructed in accordance with the Plans.
7. Communications and Outreach. During construction of the Project, the Developer will display a sign at the construction site stating "Stormwater Management Improvements paid for in part by the Taxpayers of the Bassett Creek Watershed," or such other language as approved by the Commission administrator. The Developer also agrees to work cooperatively with the Commission once the Project is constructed to develop, place, and maintain educational signage on the Developer Property, or, with the Commission's consent, on property adjacent to the Developer Property, to inform the public of the stormwater improvements constructed as part of the Project.
8. Contract Payments. The Developer shall be responsible for paying the Contractor and all other expenses related to the construction of the Project, and shall keep and maintain complete records of such costs incurred. The Developer shall not be responsible for paying, or keeping records of payments, to the Commission Engineer.
9. Commission Reimbursement. The Commission agrees to reimburse the Developer for costs it incurs to construct the Project as provided in this section. The total amount of CIP funds the Commission has available for the Project is \$815,000. This amount constitutes a maximum and includes the Commission's out-of-pocket costs related to the Project including, but not limited to, Commission Engineer's review and inspection costs. The Commission's out-of-pocket costs are currently estimated at between \$20,000 and \$30,000. The portion of the CIP funds in excess of such expenses are available for reimbursement to the Developer for costs incurred by or on behalf of the Developer in the planning, design and construction of the Project. The Developer may seek up to monthly reimbursements from the Commission as it incurs and pays costs to design and construct the Project. One-fourth (25%) of the total amount available for reimbursement to the Developer under this Agreement may be withheld by the Commission unless and until the Developer demonstrates that the phosphorous removal requirements contained in Section 4 of this Agreement have been duly satisfied. For a reimbursement request to be considered for approval at a Commission meeting, the request shall be submitted in writing, with a copy of all paid invoices for the amounts to be reimbursed, to the Commission administrator at least ten (10) days prior to the Commission

meeting. Reimbursement requests received after that date shall be considered for reimbursement at the following Commission meeting. The Commission may require the Developer to submit additional information as may reasonably be required for the Commission to substantiate the amounts requested for reimbursement. Requests for additional information shall be made in writing and if the Commission does not request additional information regarding a reimbursement request submitted by the Developer within thirty (30) days of the date of submission, said reimbursement request shall be deemed approved.

10. Limits on Reimbursement. Reimbursement to the Developer will not exceed the amount specified above, less any amounts retained by the Commission for Commission expenses. Reimbursement will not be increased by grants or other revenues received by the Commission for the Project without appropriate and approved sub-grant agreements between the Developer and Commission. Reimbursement will not exceed the costs and expenses incurred by the Developer for the Project, less any amounts the Developer receives for the Project as grants from other sources. All costs of the Project incurred by the Developer in excess of such reimbursement, shall be borne by the Developer or secured by the Developer from other sources.
11. Audit. As required by Minnesota Statutes, section 16C.05, subdivision 5, all Developer books, records, documents, and accounting procedures related to the Project are subject to examination by the Commission, the state auditor, and the legislative auditor for a period of six years from the completion of the Project.
12. Environmental Review and Permitting. The Developer will perform all necessary investigations of site contamination, secure all necessary local, state, or federal permits required for the construction of the Project, and will not proceed with the Project until all required environmental review and remediation of site contamination is completed or a plan for remediation is approved by appropriate regulatory agencies.
13. Ongoing Maintenance. Once the Project is constructed in accordance with the Plans, as determined by the Commission Engineer, the Developer, at its own cost, shall be responsible for all ongoing maintenance of the Project stormwater improvements constructed on the Developer Property and the Other Property. The Developer agrees to maintain such stormwater improvements constructed on the Developer Property and the Other Property as part of the Project in perpetuity from the date of approval of the final reimbursement request for the construction of the Project. This obligation shall also be required through a separate recorded maintenance agreement entered into between the Developer and the City and a recorded operations and maintenance plan to provide for the ongoing maintenance of the stormwater improvements constructed on the Developer Property and the Other Property, which will include a chloride management plan. The Developer shall not be responsible for the ongoing maintenance of the stormwater improvements constructed as part of the Project on the City Property. The Commission intends to enter into a separate agreement with the City whereby the City agrees to provide for the ongoing maintenance of the City Property at its own cost.

14. Indemnification. The Commission’s role under this Agreement is solely to provide funds to support the Project. Review by the Commission or the Commission Engineer of any design or installation of the stormwater improvements is solely for the purpose of establishing accountability for Commission CIP funds expended. The Developer remains fully responsible for the means, method, and manner of designing, constructing, and operating the Project. Neither the Developer nor the Developer’s Contractor acts as the agent or representative of the Commission in any manner. The parties are responsible for their own acts under this Agreement and none of the parties agree to accept liability on behalf of another party. The Developer hereby agrees to indemnify, defend, and hold the Commission and its officials, employees, and agents harmless for all costs, damages, or expenses which the Commission may pay or incur, including attorneys’ fees, in consequence of any claims arising out of or related the acts or omissions of the Developer in performing its obligations under this Agreement or the Contractor in constructing the Project. This duty to indemnify does not extend to any claims arising from the Commission’s own negligence. Nothing herein shall be construed as a waiver of, or limitation on, any immunity from or limitation on liability available to any party under law.
15. Notices. Any written communication required under this Agreement will be addressed to the other parties as follows, subject to written notice of a change of address:

To the Commission:

Laura Jester
BCWMC c/o Keystone Waters LLC
16145 Hillcrest Lane
Eden Prairie MN 55346

To the Developer:

Plymouth Leased Housing Associates IV, LLLP
2905 Northwest Blvd, Suite 150
Plymouth, MN 55441
Attn: Ryan Lunderby

16. Data Practices. The Developer shall retain and make available to the Commission data related to the letting of contracts, construction of the Project, and such other information as may reasonably be required by the Commission. The Developer shall manage data related to the Project in accordance with, and to the extent required by, the Minnesota Government Data Practices Act (“Act”) and shall notify the Commission administrator if it receives a request under the Act.
17. Term and Termination. This Agreement shall be in effect as of the date first written above and shall terminate once the Project is completed and the Commission has completed the reimbursements to the Developer as provided herein. The maintenance and indemnification duties under this Agreement shall survive termination. The Commission retains the right to terminate this Agreement if the construction of the Project is not completed in accordance with the Plans, or is not completed by December 31, 2024. After the Commission notifies the

Developer that it intends to terminate this Agreement because of the Developers failure to complete the Project in accordance with the Plans or by the deadline established herein, the Developer shall no longer be eligible to receive reimbursements for work under this Agreement unless the Commission agrees, in writing, to a corrective-actions plan to bring the Project into compliance or to extend the construction-completion period.

18. Right of Entry. The Developer, with respect to the Developer Property, grants the Commission, the Commission Engineer, and the agents of the Commission an irrevocable license to enter the Project site at all reasonable times to conduct such inspections as the Commission determines is needed to ensure the Project is being constructed and maintained in accordance with the terms and conditions of this Agreement. In making such inspections the Commission agrees to use commercially reasonable efforts to avoid unreasonably interfering with the construction or operation of the project Developer intends to construct and operate on the Developer Property.
19. Nondiscrimination. In contracting for construction of the Project, the Developer will cause Contractor to ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public-assistance status or national origin, and that no person protected by applicable federal or state laws, rules or regulations against discrimination is subject to discrimination.
20. Ownership. The Developer warrants and represents to the Commission that it will become the fee owner of the Developer Property prior to construction of the Project. The Developer understands and agrees that it becoming the fee title owner of the Developer Property is a condition precedent to being eligible to receive any reimbursements under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Commission may immediately terminate this Agreement if the Developer fails to provide the Commission proof of fee title ownership of the Developer Property as required herein.
21. Legal Compliance. Each party shall be responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in carrying out their respective duties under this Agreement.
22. Authority to Contract. The person or persons executing this Agreement on behalf of the Developer and the Commission represent that he, she, or they are duly authorized to execute this Agreement on behalf of their respective entities and represent and warrant that this Agreement is a legal, valid, and binding obligation enforceable according to its terms.
23. No Waiver. The Commission's failure to insist on the performance of any obligation under this Agreement does not waive its right in the future to insist on strict performance of that or any other obligation.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

25. No Third-Party Rights; Assignment. This Agreement is solely for the benefit of the signatories hereto. This Agreement shall not create or establish any rights in, or be construed as being for the benefit of, any third party, and the assignment of either party's rights, obligations, or both shall require written approval from the other party.
26. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.
27. Entire Agreement. The above recitals and the exhibits attached hereto are incorporated into and made part of this Agreement. This Agreement contains the entire understanding between the parties regarding this matter and no amendments or other modifications of its terms are valid unless reduced to writing and signed by both parties.
28. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

[signature page to follow]

**AGREEMENT REGARDING THE DOMINIUM DEVELOPMENT
CAPITAL IMPROVEMENT CONSTRUCTION PROJECT**

This Agreement (the “Agreement”) is made and entered into this ___ day of _____, 20__, by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (the “Commission”), and the City of Plymouth, a Minnesota municipal corporation (the “City”). The Commission and the City may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The Commission has executed, or is in the process of executing, a Capital Improvement Construction Agreement (the “Project Agreement”) with Plymouth Leased Housing Associates IV, LLLP (the “Developer”) regarding a stormwater improvement project that is more specifically detailed on the attached Exhibit A (the “Project”);
- B. The Project is to be constructed on multiple parcels, including property being acquired and developed by the Developer, identified in the Project Agreement as the “Developer Property,” property to be acquired by other developers, identified in the Project Agreement as the “Other Property,” and property that is presently owned by the City, identified in the Project Agreement as the “City Property”;
- C. The City Property is legally described in the attached Exhibit B;
- D. The Project will include the construction of certain stormwater improvements as identified in the Project Agreement (the “Improvements”) on the Developer Property, on the Other Property, and on the City Property;
- E. The Developer is responsible, under the Project Agreement, for maintaining at its own cost the Improvements constructed on the Developer Property and the Other Property, and the City has agreed to maintain at its own cost the Improvements constructed on the City Property; and
- F. The City is not a party to the Project Agreement and will instead issue the Developer a construction easement or agreement to enable it to construct the Improvements on the City Property and is entering into this Agreement to ensure that the Project, which is being funded in part by the Commission, can be constructed on the City Property and to formalize the City’s commitment to maintain the Improvements on the City Property once constructed.

AGREEMENT

In consideration of the mutual promises and agreements hereinafter set forth, and intending to be legally bound, the parties do hereby agree as follows:

- 1. Project Funding. The Commission agrees to provide certain funding for the Project, including for the construction of Improvements on the City Property, in accordance with the terms and conditions of the Project Agreement.

2. Construction Authorization. The City agrees to provide the Developer a construction easement or agreement to enable it to construct the Improvements on the City Property in accordance with the Project Agreement.
3. Inspection Authorization. The City hereby grants the Commission and its agents, including its administrator and engineer, a license to enter the City Property to inspect the work related to the Improvements and to determine Project completion in accordance with the requirements of the Project Agreement. This license is in addition to any permissions that may be granted to the Commission in the construction easement or agreement the City issues to the Developer.
4. Maintenance of City Property Improvements. The City hereby agrees to, at its own cost, provide for the ongoing maintenance of the Improvements constructed on the City Property as part of the Project. Such ongoing maintenance obligation shall begin upon the Commission engineer determining that the Improvements on the City Property were constructed in accordance with the Project Agreement. The City's ongoing maintenance of the City Property shall be performed in accordance with the standards and requirements applicable to maintaining wetlands with the same or similar Improvements.
5. Maintenance of Improvements on Developer Property and Other Property. The City agrees to include, as part of the development agreement it will require of the Developer, a provision requiring the Developer to provide for the ongoing maintenance of the Improvements on the Developer Property and the Other Property in accordance with an operations and maintenance plan (O&M Plan") that the City will approve and have recorded against the Developer Property and the Other Property. The City will require the Developer to include a chloride management plan as part of the O&M Plan.
6. Term. This Agreement shall be ongoing until such time as the Commission approves work within the City Property that is substantially no longer consistent with the ongoing maintenance of the Improvements constructed as part of the Project. The maintenance requirements in Sections 4 and 5 shall survive any termination.
7. Legal Compliance. Each party shall be responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in carrying out their respective duties under this Agreement.
8. Entire Agreement. This Agreement sets out the entire agreement between the parties regarding this matter and no alterations or modifications to this Agreement shall be effective unless reduced to writing and signed by both parties.
9. No Waiver. The Commission's failure to insist on the performance of any obligation under this Agreement does not waive its right in the future to insist on strict performance of that or any other obligation.
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

11. No Third-Party Rights. This Agreement is solely for the benefit of the signatories hereto. This Agreement shall not create or establish any rights in, or be construed as being for the benefit of, any third party.
12. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.
13. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.
14. Replaces Prior Agreements. Any cooperative agreements previously entered into between the parties related to the same project site is hereby terminated and replaced with this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on behalf of the parties as of the day and date first above written.

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION**

By: _____
Its Chair

And: _____
Its Secretary

Date: _____

CITY OF PLYMOUTH

By: _____
Its Mayor

And: _____
Its Manager

Date: _____

EXHIBIT A
Description of the Project

[to be inserted]

EXHIBIT B
Legal Description of the City Property

[to be inserted]

DRAFT Policy

Use of BCWMC CIP Funds for City Equipment Purchase

Capital equipment that has been demonstrated to reduce loading of TMDL pollutants such as TP, TSS, or chloride, may be eligible if the request meets the CIP “gatekeeper questions” in Policy 110 from the 2015 Bassett Creek Watershed Management Plan (see pg 2 of memo) and the following requirements are met:

- 1) The equipment is new and is an upgrade to existing equipment in terms of effectiveness and/or efficiency. (Replacement of existing equipment is not eligible.)
- 2) The equipment will be used to undertake a new or expanded pollutant load-reducing activity to address specific water quality impairment(s).
- 3) Use of the equipment for the stated load reductions is supported by academic or governmental research.
- 4) The city agrees to document for at least five years the effectiveness of the capital equipment in achieving the stated load reductions. An agreement with the city will specify the documentation required.
- 5) For street sweeping equipment used to address a nutrient impairment, operation will be scheduled to maximize the collection of leaves and leaf litter debris in the fall from areas with high tree canopy cover that drain directly to high priority waterbodies.
- 6) The amount of funding to be provided will be based on the percentage of the city’s total area within the watershed (see Table 1). The maximum funding will be the percentage in Table 1 multiplied by the total equipment cost.
- 7) Funding will only be provided for initial equipment purchase and not operational costs or maintenance.

Member City	Percentage of City Area in BCWMC
Crystal	33.6
Golden Valley	100.0
Medicine Lake	100.0
Minneapolis	4.6
Minnetonka	6.0
New Hope	38.3
Plymouth	51.2
Robbinsdale	18.0
St. Louis Park	10.8

Examples of equipment purchase that may be eligible include equipment to begin or expand pre-wetting or anti-icing, or adding or upgrading to a regenerative air street sweeper. Only the incremental cost of such an upgrade would be eligible for cost share.

Gatekeeper Criteria

Policy 110: The BCWMC will consider including projects in the CIP that meet one or more of the following “gatekeeper” criteria.

- Project is part of the BCWMC trunk system (see Section 2.8.1, Figure 2-14 and Figure 2-15)
- Project improves or protects water quality in a priority waterbody
- Project addresses an approved TMDL or watershed restoration and protection strategy (WRAPS)
- Project addresses flooding concern

The BCWMC will use the following criteria, in addition to those listed above, to aid in the prioritization of projects:

- Project protects or restores previous Commission investments in infrastructure
- Project addresses intercommunity drainage issues
- Project addresses erosion and sedimentation issues
- Project will address multiple Commission goals (e.g., water quality, runoff volume, aesthetics, wildlife habitat, recreation, etc.)
- Subwatershed draining to project includes more than one community
- Addresses significant infrastructure or property damage concerns

The BCWMC will place a higher priority on projects that incorporate multiple benefits, and will seek opportunities to incorporate multiple benefits into BCWMC projects, as opportunities allow.



Bassett Creek Watershed Management Commission

MEMO

To: BCWMC Commissioners and Alternate Commissioners
From: Laura Jester, Administrator
Date: March 12, 2020

RE: Recommendation to Cost Share Street Sweeper for City of Plymouth

At the February meeting, commissioners discussed the TAC's recommendation to include cost sharing the purchase of a high efficiency street sweeper on the 5-year CIP list. Staff was asked to bring further information on this topic to the March meeting. The Commission Engineers and I reviewed the following papers and studies regarding the effectiveness of street sweeping to reduce nutrient pollution.

Evaluation of Leaf Removal as a Means to Reduce Nutrient Concentrations and Loads in Urban Stormwater; 2016; William R. Selbig; U.S. Geological Survey – Wisconsin Water Science Center, Middleton, WI

City of Forest Lake Street Sweeping Management Plan (A Study of High Efficiency, Targeting Sweeping Program); 2018; City of Forest Lake, Comfort Lake-Forest Lake Watershed District, EOR, Inc.

User Support Manual: Estimating Nutrient Removal by Enhanced Street Sweeping; 2014; P. Kalinosky, L. Baker, S. Hobbie, R. Bintner, C. Buyarski, University of Minnesota, for Minnesota Pollution Control Agency (referred to as the University of Minnesota (U of M) Street Sweeping Calculator Tool in this memo)

Bottom line: this is complicated! Taken together, there is varying information on the amount of pollution actually reduced, when and where sweeping is the most effective, and the ultimate cost per pound of removal. The University of Minnesota Street Sweeping Calculator Tool (which is currently undergoing reanalysis), currently assumes that 100% of the material collected by a sweeper would have ended up in a given waterbody and therefore would credit 100% of the corresponding pollutant removal. The Forest Lake study improves on the simple use of the U of M Street Sweeping Calculator Tool by paring down the assigned benefit based on estimates of the current load reduction already attained by downstream BMPs.

However, the Selbig article uses a far more rigorous way of monitoring and assigning seasonal benefit to street sweeping and is likely much more accurate in its nutrient reduction estimation. This is because it takes into consideration the "build up/wash off" of pollutants, similar to the way the P8 model calculates pollutant generation and downstream delivery. Some important points from the study to consider:

- The study estimates that only 40% of the pollutants captured in the sweeper are actually prevented from washing into the downstream waterbody.
- Street sweeping only had a statistically significant effect on downstream water quality if it was done in the fall. The efficiency, frequency, and timing of leaf removal are the primary factors when tailoring a leaf management program.

- The amount of material removed from street sweeping must be large enough to overcome natural variability and result in a detectable change in the downstream concentration.
- The methods used to remove organic material from streets during this study exceed what most municipal programs are capable of implementing and therefore represent maximal reductions in nutrient concentrations as a result of treatment.

Recommendation and Justification:

- Street sweeping, particularly with high efficiency sweepers and in areas where it is not feasible to use other more cost-effective best management practices, is an important tool for reducing nutrient pollution to waterbodies, especially during fall sweeping.
- Although actual data are lacking, sweeping left over winter deicers from roadways can be very useful in reducing the amount of chloride reaching waterbodies and is one of the few known mechanisms for reducing chlorides.
- Sweeping solids, regardless of pollutant removals, reduces the amount of solids that accumulate in stormwater ponds and other waterbodies, thus reducing the amount and frequency of dredging.
- Cost sharing the purchase of a high efficiency street sweeper may be a good use of CIP funds with the following caveats:
 - Use of the sweeper is targeted to subwatersheds of nutrient impaired waterbodies, especially those without other BMPs in place to reduce solids and nutrients.
 - The sweeper is used to remove as much leaf litter as possible in the fall, including targeting high tree canopy neighborhoods and completing at least two passes per targeted area each fall.
 - The sweeper is used to remove excess road salt during winter thaw periods and in early spring before heavy rains.
 - Use of the sweeper is well documented including where it's used, when it's used, and how much debris is collected.

BCWMC 5-year Capital Improvement Program: Update to 2021 CIP List and Development of 2022 – 2026 CIP List

Item 5Eii.
BCWMC 4-16-20

Project Name	City	Number	2020	2021	2022	2023	2024	2025	2026	Totals
Medicine Lake Rd & Winnetka Ave Long Term Flood Mitigation Plan Project (DeCola Ponds B&C Improvement Proj. + DeCola Pond F Flood Storage & Diversion Project + SEA School Flood Storage Project)	GV, Crystal, New Hope	BC-2,3,8, 10	\$500,000		\$300,000	\$1,000,000		\$1,100,000	\$200,000	\$4,131,500
Water quality improvements in Bryn Mawr Meadows, Main Stem Watershed	MPLS	BC-5	\$100,000 ¹	\$400,000 \$412,000 ¹						\$512,000
Medley Park Stormwater Treatment Facility	GV	ML-12			\$200,000	\$300,000				\$500,000
Restoration and stabilization of historic Bassett Cr channel, Main Stem Watershed	MPLS	BC-9							\$500,000	\$500,000
Mt. Olivet Stream Restoration Project	PLYM	ML-20		\$400,000						\$400,000
Dredging of accumulated sediment in Main Stem Bassett Creek just north of Hwy 55, Wirth Park	GV/MPLS	BC-7		\$100,000	\$300,000					\$400,000
Westwood Lake WQ Improvement Project	St. Louis Park	WST-2								\$300,000
Stormwater Pond in Jevne Park to alleviate flooding/improve water quality	Medicine Lake	ML-21	\$500,000							\$500,000
Crane Lake Improvement Project @ Ridgedale Dr.	Minnetonka	CL-3	\$380,000							\$300,000
Parkers Lake Drainage Improvement Project	Plymouth	PL-7		\$100,000	\$300,000					\$400,000
Bassett Creek Main Stem Restoration - Regent Ave to Golden Valley Rd	Golden Valley	2024-CR-M					\$300,000 \$400,000 ⁶	\$200,000 \$300,000 ⁶		\$500,000 \$700,000
Bassett Creek Park WQ Improvement Project	Minneapolis	BC-11					\$500,000			\$500,000
Ponderosa Woods Stream Restoration	Plymouth	ML-22					\$475,000			\$475,000
Sweeney Lake Water Quality Improvement Project (alum + carp management)	Golden Valley	SL-8	\$20,000 ²	\$200,000 \$218,080 ²						\$238,080
Cost share purchase of high efficiency street sweeper ³	Plymouth	ML-23		\$75,000 ³						\$75,000
Crane Lake Chloride Reduction Demonstration Project at Ridgedale Mall ⁴	Minnetonka	CL-4							\$300,000 ⁴	\$300,000
Plymouth Creek Restoration Project Old Rockford Rd. to Vicksburg Ln. ⁵	Plymouth	2026CR-P							\$500,000 ⁵	\$500,000
TOTAL Estimated Project Cost			\$1,500,000 (final levy amt)	\$1,305,080	\$1,100,000	\$1,300,000	\$1,375,000	\$1,400,000	\$1,500,000	

¹ Total project cost estimated at \$912,000, minus \$400,000 Clean Water Fund grant. Previous 5-year CIP had incorrect total amount needed for this project.
² Total project cost estimated at \$568,080, minus \$330,000 Federal 319 grant. Final grant work plan included curly leaf pondweed control, increasing the total project budget.
³⁻⁵ Added per TAC recommendations. See project fact sheets attached. Requires minor plan amendment.
⁶ Golden Valley staff recommend adding funds for this project to better align with actual likely costs

BCWMC Project Prioritization Scoring Matrix																	
		Primary Benefit Factors					"Jurisdiction" Factors			Opportunity Factors		Secondary Benefit Factors					
Project Name		Protects/improves water quality of priority waterbody (reduces phosphorus loading)	Located in a total phosphorus loading "hot spot": 0 pt for <0.15 mg/L 1 pt for 0.15 - 0.20 mg/L 2 pt for 0.20 - 0.25 mg/L 3 pt for 0.25 - 0.30 mg/L 4 pt for >0.3 mg/L	Protects/improves WQ of priority waterbody by reducing chloride loading 1 point = reduction of impervious surface; 2 points = significant reduction of impervious surface; 3 points = project with the aim of reducing chlorides	Addresses approved TMDL or WRAPS	Addresses a flooding concern: 1 pt reduces local flooding <5 structures 2 pt reduces local flooding >5 structures 3 pt reduces intercommunity flooding <5 structures 4 pt reduces intercommunity flooding >5 structures	Part of Trunk System	Protects/restores previous BCWMC investments in infrastructure (CIP projects and Flood Control Project)	Intercommunity watershed	Partnership with significant stakeholders	Coordinated with redevelopment or City/agency infrastructure projects	Protect and enhance riparian or upland wildlife habitat as a secondary benefit	Increase quality and quantity of wetlands	Reduce runoff volume	Public education or demonstration value is emphasized through specific project elements	Minimize the spread and impact of AIS as a secondary benefit	Total Score
Score	Range	2	0-4	1 - 3	2	1-4	1	1	1	1	1	0.5	0.5	0.5	0.5	0.5	
DeCola Pond F flood storage and diversion	2025 & 2026 Portions of BC-2, 3, 8, 10	2	2	2	0	3	0	0	1	1	0	0.5	0	0	0	0	11.5
SEA School flood storage		2	1	1	0	3	0	0	1	1	1	0.5	0	0	0.5	0	11
Medley Park Stormwater Treatment Facility	ML-12	2	4	0	2	1	0	0	1	0	1	0.5	0.5	0	0.5	0	12.5
Mt. Olivet Stream Restoration Project	ML-20	2	0	0	2	0	0	0	0	1	0	0.5	0	0	0.5	0	6
Dredging of accumulated sediment in Main Stem Bassett Creek just north of Hwy 55, Wirth Park	BC-7	2	0	0	0	1	1	1	1	0	0	0	0	0	0.5	0	7.5
Parkers Lake Drainage Improvement Project	PL-7	2	4	0	0	0	0	0	0	1	0	0.5	0	0	0.5	0	8
Bassett Creek Main Stem Restoration - Regent Ave to Golden Valley Rd	2021-CR_M	2	3	0	0	0	1	1	1	1	0	0.5	0	0	0.5	0	10
Bassett Creek Park Water Quality Improvement Project	BC-11	2	0	0	0	0	0	0	0	1	1	0.5	0.5	0	0.5	0	5.5
Ponderosa Woods Stream Restoration	ML-22	2	3	0	2	0	0	1	0	0	0	0.5	0.5	0	0.5	0	9.5
Sweeney Lake Alum/Carp Mgmt	SL- 8	2	0	0	2	0	1	1	1	1	0	0	0	0	0	0.5	8.5
Crane Lake Improvement Project	CL-3	2	0	0	0	0	0	0	0	1	1	0.5	0	0.5	0.5	0	5.5
Jevne Park Stormwater Improvement Project	ML-21	2	0	0	2	1	0	0	0	0	0	0.5	0.5	0	0.5	0	6.5
Bryn Mawr Meadows Water Quality Improvement Project	BC-5	2	4	0	0	0	0	0	0	1	1	0	0	0	0.5	0	8.5
Plymouth Enhanced Street Sweeper	ML-23	2	4	0	2	0	1	1	0	1	0	0	0.5	0	0.5	0	12
Crane Lake Chloride Study	CL-4	2	0	3	2	0	1	1	0	0	0	0.5	0.5	0	0.5	0.5	11
Plymouth Creek Resto	2026CR-P	2	0	0	2	2	1	1	0	1	0	0.5	0.5	0	0.5	0	10.5

Project Category: Water Quality

Project Title: High Efficiency Street Sweeper Purchase

Total Estimated Cost: \$75,000 in CIP funds to share total cost of \$300,000 - \$350,000

BCWMC Project Number: ML-23

Description:
 This project would provide some funding for the city of Plymouth to purchase a high efficiency regenerative air street sweeper. The new street sweeper will collect more fine materials that often do not get picked up by traditional sweepers. The new sweeper would be used in targeted areas around lakes and streams throughout Plymouth.

Source of Project Funding	2021	2022	2023	2024	2025
CIP Account – BCWMC ad valorem tax levy through Hennepin County	\$75,000				

Justification:

The City of Plymouth plans to purchase a high-efficiency regenerative air street sweeper to improve program effectiveness and reduce pollutant loading to waterbodies including Plymouth Creek, Medicine Lake, and other lakes and streams in the city. Street sweeping is one of the most cost-effective best management practices for improving water quality and reducing pollutant loading to streams and lakes. This new sweeper uses a different mechanism than older sweepers and is more effective at collecting fine material. In addition to targeting high priority areas around waterbodies, it will sometimes be operated behind the mechanical broom sweeper in the spring and fall and will be used during the city’s mill and overlay projects to collect debris before it’s washed into storm sewers.



In recent years, the city has annually tested the debris collected from their street sweeping efforts (with the older sweeper) and measured approximately 0.75 to 1 lbs phosphorus and 0.18 - 0.25 lbs chloride removal per mile swept annually. The city has 182 centerline or 365 curb line miles of streets within the BCWMC which equates to 274 – 365 lbs phosphorus and 65 – 91 lbs of chloride reduced annually. Pollutant removals are expected to be considerably higher with the new sweeper. Data on pollutant removals will continue to be collected by the city.

Currently, the city sweeps streets each spring as early as possible in order to capture and remove winter debris including left over deicers. This new sweeper has the ability to be used during the winter. The city will explore options for starting a winter sweeping program.

Scheduling and Project Status:

Adding this project to the 2021 CIP list requires a minor plan amendment as it is not currently included in the 10-year CIP list. The city already received 2020 levy funding from Elm Creek WMC and Shingle Creek WMC to share the cost of this equipment. To best align with purchase of the equipment, 2021 BCWMC CIP funding is most appropriate.

Effect on Annual Operations Costs:

This project has no effect on BCWMC Annual Operations Costs.

Project Category: Water Quality

Project Title: Crane Lake Chloride Reduction Demonstration Project

Total Estimated Cost: \$300,000

BCWMC Project Number: CL-4

Description:

This project in the city of Minnetonka aims to reduce chlorides entering Crane Lake and Bassett Creek from the Ridgedale Mall area. The project includes a thorough feasibility study to identify opportunities or innovative mechanisms and practices for reducing chloride levels from the stormwater ponds that capture Ridgedale area runoff. Results of the study would be implemented as a demonstration project to advance chloride reduction measures in other parts of the watershed.

Source of Project Funding	2022	2023	2024	2025	2026
CIP Account – BCWMC ad valorem tax levy through Hennepin County					\$300,000

Justification:

Bassett Creek is listed on the Twin Cities Metro Area Chloride TMDL and Management Plan. Chlorides are also a growing concern in Crane Lake, which is a part of the Bassett Creek Trunk System, as recent monitoring suggests that chlorides are on the rise and may pose a risk to aquatic life. Additionally, the Ridgedale Center treatment ponds located along Ridgedale Drive overflow to Crane Lake, and recent samples collected have shown high chloride concentrations.

The goal of this project is to study and implement innovative techniques for addressing these concerns.

Relationship to BCWMC Plan and Other Projects:

The BCWMC 2019-2020 Crane Lake Water Quality Improvement Project, constructed in conjunction with the reconstruction of Ridgedale Drive from Plymouth Road to I-394, had the goal of improving water quality and addressing chlorides. The project included water quality improvements and now all drainage areas within the Ridgedale Drive and Ridgedale Mall area



will be treated with a BMP before draining to Crane Lake. Unfortunately, while the project does reduce total phosphorus and solids, it was preliminarily unsuccessful in identifying a feasible solution to address the chloride levels in Crane Lake. The city of Minnetonka explored several chloride management options including working with

the Metropolitan Council Environmental Services (MCES) to dispose the chloride contaminated effluent. Despite the extensive review of chloride management options, no solution was found and the project schedule required moving forward without the chloride management component.

This project would further study chloride removal and reduction practices, and would implement a demonstration project which could be used to advance chloride reduction practices in other parts of the watershed or the Metro Area. For example, the feasibility study would include researching options such as salt reuse. The city owns brining equipment for winter maintenance practices, and this study could explore the feasibility of capturing winter/spring runoff from Ridgedale Mall for reuse in deicing practices. This project would continue coordination with the MCES to further explore chloride contaminant removal options. This project would also explore options and methods for salt application and materials used, removal of chlorides prior to going to Crane Lane, and partnerships with Ridgedale Center and other agencies.

In 2020, the city will be sampling and monitoring chloride concentrations for the Ridgedale Center south and north ponds as shown in the image above. The monitoring results will provide an understanding on seasonal chloride levels for potential storm water reuse, as well as potential future chloride treatment and improvement options.

Effect on Annual Operations Costs: This project has no effect on BCWMC Annual Operations Costs.

Project Category: Water Quality/Water Capacity

Project Title: Plymouth Creek Stream Restoration Old Rockford Rd. to Vicksburg Ln.

Total Estimated Cost: \$500,000

BCWMC Project Number: 2026CR-P

Description:

This project in the city of Plymouth will repair erosion and reduce sedimentation along 1,600 linear feet of Plymouth Creek from Old Rockford Road to Vicksburg Lane. The project will likely include various erosion repair and buffer restoration techniques, removal of accumulated sediment, reduction of flood potential, and enhancement of riparian wetlands.

Source of Project Funding	2022	2023	2024	2025	2026
CIP Account – BCWMC ad valorem tax levy through Hennepin County					\$500,000

Justification:

This stream restoration project along 1,600 feet of Plymouth Creek will remove accumulated sediment from the stream channel and adjacent wetlands between Yuma Lane N. and the walking path at 41st Ave. North. Removing accumulated sediment in this area will result in lowering the flood potential for homes and stormwater infrastructure. Additionally, private landowners along this stretch will be contacted with the goal of expanding buffers along backyards.

From the walking path to Vicksburg Lane (to the west and south of Plymouth Creek Elementary School), erosion along the stream channel would be repaired, reducing pollutants like total phosphorus and total suspended solids, and possibly improving riparian and in-stream habitats. Various methods of repairing erosion will be investigated including installing of storm sewer pipe, bioengineering techniques, rip rap, and gabion installation.



As a part of the stream restoration project, educational outreach will be made with the Wayzata School district to engage the students and staff at Plymouth Creek Elementary school which is directly adjacent to this proposed project area.

Relationship to BCWMC Plan and Other Projects:

This project is consistent with the goals and policies of the BCWMC Watershed Management Plan. This project would assist in meeting the goals of the Medicine Lake Total Maximum Daily Load study.

Effect on Annual Operations Costs:

This project has no effect on BCWMC Annual Operations Costs.

Main Stem Lagoon Dredging Project Feasibility Study

Golden Valley, Minnesota

April 2020



Prepared for
Bassett Creek Watershed Management Commission

Main Stem Lagoon Dredging Project Feasibility Study

April 2020

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Certifications

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Patrick Brockamp, PE
PE #: 54931

Date

1.0 Executive Summary

1.1 Background

The Bassett Creek Watershed Management Commission's (BCWMC) current Capital Improvement Program (CIP) (Table 5-3 in the 2015-2025 Bassett Creek Watershed Management Plan) includes project BC-7 "dredging of accumulated sediment in Main Stem of Bassett Creek just north of Highway 55, Theodore Wirth Regional Park" (Main Stem Lagoon Dredging Project).

This study examines the feasibility of dredging accumulated sediment from three of seven lagoons (D, E, and F) (see Figure 1-1). The project will remove accumulated sediment from the lagoons to re-establish an aesthetic and function similar to the original design. The project will also provide other benefits. If ordered, the project is anticipated to be implemented in 2021 and 2022. Funding for the project is proposed to come from an ad valorem tax levied by Hennepin County on behalf of the BCWMC.

1.2 Site Conditions

The lagoons are located in the City of Golden Valley within the Minneapolis Park and Recreation Board (MPRB) Theodore Wirth Regional Park, and along the Main Stem of Bassett Creek, which is a Minnesota Department of Natural Resources (MDNR) public watercourse. Lagoon E, also named Ski Jump Pond, is a public water basin (MDNR #27065100P). Lagoons D and F are not listed as public water basins. Lagoons E and F are located north of Plymouth Ave. N, and Lagoon D to the south (see Figure 1-1).

Land adjacent to the lagoons consists of open grassy areas used for golf and other recreation, wooded uplands, and various wetland communities. The lagoons are bordered along the western edge by a recreational trail, which runs alongside the BNSF railroad.

A desktop wetland delineation was completed in December 2019 to identify the wetland extent of each lagoon. The delineation report is included as Appendix C. Wetlands delineated at the three lagoons totaled approximately 9.9 acres and were made up of five wetland communities: Riverine, Type 5; Floodplain Forest, Type 1; Shrub-carr, Type 6; Shallow Marsh, Type 3; and Wet Meadow, Type 2.

Based on concentrations of PAHs (as BaP equivalents) and DRO, sediment in all three lagoons does not meet MPCA guidelines for Unregulated Fill (MPCA, 2012), indicating it is not suitable for unrestricted offsite reuse. In addition, BaP equivalents are above the MPCA Industrial SRV, indicating the sediments are not suitable for reuse at other commercial or industrial properties. Based on the sediment sampling results and MPCA guidelines, the dredged material will require landfill disposal.

1.3 Project Alternatives

Multiple alternatives were evaluated for removing sediment, alleviating flooding, improving water quality, and improving habitat along the Main Stem of Bassett Creek within the project area. The measures considered for potential implementation include the following:

- Removing accumulated sediment from Lagoons D, E, and F to restore the original design aesthetic and function, flood conveyance, and water quality treatment capability (multiple depths)
- Alternatives for phasing the dredging – complete all lagoons together or separately
- Improving the pond buffer by removing undesirable tree species such as buckthorn and planting new trees

The recommended alternatives are discussed in Section 8.0.

1.4 Relationship to Watershed Management Plan

The Bassett Creek Watershed Management Commission (BCWMC) included the Main Stem Lagoon Dredging Project in its Capital Improvement Plan (CIP), based on the following “gatekeeper” policy from the BCWMC Plan. Items in bold italics represent those that directly apply to the Main Stem Lagoon Dredging Project.

110. The BCWMC will consider including projects in the CIP that meet one or more of the following “gatekeeper” criteria.

- ***Project is part of the BCWMC trunk system (see Section 2.8.1, Figure 2-14 and Figure 2-15 of the report)***
- ***Project improves or protects water quality in a priority waterbody***
- Project addresses an approved TMDL or watershed restoration and protection strategy (WRAPS)
- ***Project addresses flooding concern***

The BCWMC will use the following criteria, in addition to those listed above, to aid in the prioritization of projects:



- ***Project protects or restores previous Commission investments in infrastructure***
- Project addresses intercommunity drainage issues
- Project addresses erosion and sedimentation issues
- ***Project will address multiple Commission goals (e.g., water quality, runoff volume, aesthetics, wildlife habitat, recreation, etc.)***
- ***Subwatershed draining to project includes more than one community***
- Addresses significant infrastructure or property damage concerns

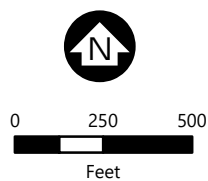
The BCWMC will place a higher priority on projects that incorporate multiple benefits and will seek opportunities to incorporate multiple benefits into BCWMC projects, as opportunities allow.

The Main Stem Lagoon Dredging Project meets several gatekeeper criteria: improving water quality by reducing the amount of sediment and pollutants that would otherwise travel downstream in Bassett Creek, reducing flood risk during smaller and more frequent events, and improving wildlife habitat.



Aerial Imagery: April 2019; NearMap

-  Project Area
-  Theodore Wirth Regional Park



SITE LOCATION MAP

Golden Valley, Minnesota

FIGURE 1-1

1.5 Project Impacts and Estimated Costs

Potential impacts from the dredging project are discussed in Section 6.0 and include permit requirements (e.g., MDNR public waters work permit), temporary impacts to wetlands, temporary trail closures and park impacts, and impacts to aquatic species. Of these, the most significant consideration for the project is the need to manage trail usage to maintain pedestrian safety and park use during the project. Continued coordination with the Minneapolis Park and Recreation Board (MPRB) will be required during design of the Main Stem Lagoon Dredging project to address and mitigate this issue.

Overall, the proposed project will result in increased permanent pool volume and sediment storage volume in the three lagoons, resulting in a reduction of sediment and phosphorus loading to Bassett Creek and all downstream water bodies, including the Mississippi River.

The feasibility-level opinion of costs for implementing each alternative, as well as the cost per pound of total phosphorus (TP) removed and total suspended solids (TSS) removed are shown in Table 1-1. The capital cost estimate includes estimated construction costs, construction contingency, and engineering costs (all costs rounded to the nearest \$1,000).

Table 1-1 Feasibility Level Cost Estimates Summary

Alternative	Lagoon	Dredged Volume (cy) ⁽¹⁾	Capital Cost Estimate ⁽²⁾	TP Load Reduction (lb/yr) ⁽³⁾	TP Reduction (\$/lb/yr) ⁽⁴⁾	TSS Load Reduction (lb/yr) ⁽³⁾	TSS Reduction (\$/lb/yr) ⁽⁴⁾
1 4 Foot Max Depth	F	9,100	\$823,000	150	\$280	39,000	\$1.10
	E	12,600	\$1,123,000	200	\$290	52,000	\$1.20
	D	6,100	\$581,000	38	\$1,370	9,900	\$5.30
	ALL	27,800	\$2,247,000	390	\$300	101,000	\$1.20
2 6 Foot Max Depth	F	12,200	\$1,084,000	210	\$270	55,000	\$1.10
	E	19,300	\$1,690,000	320	\$270	83,000	\$1.10
	D	8,100	\$750,000	75	\$970	19,000	\$3.90
	ALL	39,600	\$3,145,000	600	\$270	156,000	\$1.10

(1) Sediment from all lagoons is considered contaminated and any dredged material will require landfill disposal.

(2) Includes estimated initial construction cost (with 30% contingency) and design/permitting/ admin costs (30% of construction cost).

(3) Based on estimated removal from Walker (1987) (2) relationship applied to average annual TP load from MCES WOMP monitoring.

(4) Pollutant reduction cost/lb based on 30-year annualized cost, annualized cost divided by estimated annual pollution load reduction.

In addition to providing pollutant removal benefits, removing accumulated sediment from the lagoons is necessary to continue to provide flood storage and conveyance in these areas along the Main Stem of Bassett Creek. All three lagoons have filled in significantly since their construction, becoming shallower and narrower. Sediment islands have formed in Lagoon E, which restricts flow and reduces the flood storage available in the area, resulting in an increase in flooding during smaller storm events. This could lead to additional flooding in other areas that would normally not be inundated. The sediment islands may also deflect flow and create erosion along the banks. Eventually sediment will need to be removed to maintain flood storage capacity, regardless of the water quality benefit provided. The methodology and

assumptions used for the cost estimates are discussed in Section 7.0, and the cost estimates for all alternatives considered for this study are provided in Table 7-1.

1.6 Recommendations

The BCWMC Engineer recommends completing one or more of the lagoons from Alternative 2, 6-foot dredging depth, and ordering a project. As compared to the 4-foot dredging depth alternative, dredging to 6-feet provides increased benefits for all project goals, the most significant being project longevity.

To aid in the selection of an option within Alternative 2, the BCWMC Engineer recommends a combined funding and merit-based approach. The options listed below are presented for consideration.

For the selected option, the BCWMC Engineer recommends that the BCWMC use the opinions of cost identified in this study to develop a levy request for the selected project and that the project proceed to design and construction. Due to the high cost of all options within this alternative, we anticipate that the BCWMC would likely need to spread the CIP funding over more than one year to construct the project.

Option 1 - All Lagoons

Under this option (the highest cost option), all three lagoons (D, E, and F) would be dredged to 6 feet. The annualized pollutant reduction costs indicate that this option is the most cost effective; it also has the longest lifespan. Completing the lagoons as a single project offers several advantages:

- Reduces duration of impacts to Theodore Wirth Regional Park roads, trails, and park users
- Reduces duration of impacts to aquatic species and other wildlife
- Reduces overall cost when compared to dredging all three lagoons individually (due to economies of scale, reduced mobilization/demobilization, reduced permitting and engineering, and redundant work)
- Returns the aesthetics of the three lagoons closest to the original design intent

Option 2 - Lagoon E Only

Under this option, Lagoon E would be dredged to 6 feet. This lagoon is the largest and has experienced the most significant changes over its lifetime as compared to Lagoons D and F. In addition to having the longest lifespan (time until the lagoon re-fills with sediment), dredging Lagoon E has the largest anticipated benefit for flood reduction.

Option 3 - Lagoon D Only

This option would dredge Lagoon D to 6 feet. This is the smallest of the three lagoons and represents the most economical option from Alternative 2. This option is most closely aligned with the funding that the BCWMC has currently allocated toward the project.



Bassett Creek Watershed Management Commission

MEMO

Date: April 9, 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 March) 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. Tree removal was completed in early winter; excavation has been ongoing through the winter. More than 75% of the construction is complete with most excavation and hauling done. Other work tasks recently completed or nearly complete include installation of the box culvert/weir at the connection to the Liberty surface basin to the west of the project area, the installation of the forebay overflow weir, replacing the equalizer pipe between DeCola Ponds B and C and mitering to the slope, and installation of the weir at the Pond C outlet structure. The restoration contract was bid in November 2019 and the project was awarded to Applied Ecological Services (AES). Restoration work will begin in May 2020, with substantial completion at the end of June. Final completion for restoration is anticipated by the end of September. At this meeting, the city is requesting reimbursement of \$787,615.09 for design and much of the construction of the project. Project website: <http://www.bassettcreekwmo.org/index.php?cID=433>.

2020 Bryn Mawr Meadows Water Quality Improvement Project (BC-5), Minneapolis (See Item 4F): 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. An agreement with the MPRB and the city of Minneapolis will be considered at a future meeting. In January 2020 this project was awarded a \$400,000 Clean Water Fund grant from BWSR. A grant work plan was developed and is under review by BWSR staff and the grant agreement is included in Item 4F.. The project and the grant award was recently the subject of an article in the Southwest Journal:

<https://www.southwestjournal.com/voices/green-digest/2020/02/state-awards-grant-to-bryn-mawr-runoff-project/>. 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 (See Item 4D): 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 were made late in 2019 at the request of city inspectors. Building and project construction is well underway and the grand opening is currently scheduled for June 8th. A reimbursement request is included in Item 4D. 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) (No change since Dec): 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 Main Stem Bassett Creek Streambank Erosion Repair Project (2017CR-M) (No change since March): 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. 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. For various reasons the project did not get underway in late 2019 as planned. The city recently amended the construction contract and a Hennepin County ERF grant will be amended as well. Work is slated to begin spring 2020 unless high water hampers construction.

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>.

Sweeney Lake Water Quality Improvement Project, Golden Valley (SL-8): This project was added to the 2020 CIP list after receiving a federal 319 grant from the MPCA. It is partially a result of the carp surveys completed through the Schaper Pond Diversion Project and a study of the year-round aeration on Sweeney Lake. This project will treat curly-leaf pondweed in spring 2020, will remove carp in summer 2020, and will perform an alum treatment on Sweeney Lake in late summer 2020. The project was officially ordered by the Commission after a public hearing in September 2019. A public open house on this project was held via Webex on April 8th with approximately 20 people joining. The open house presentation is available online; a question and answer document will be posted online in the coming days and will be periodically updated. Project website: [Sweeney Lake Water Quality Improvement Project, SL-8](#)).

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) (See Items 5A, 5B, 5C): 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 90% project plans have been reviewed by the Commission Engineers and will be presented at this meeting along with agreements with Dominium and the city of Plymouth to construct the project. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=282>.

2020 Crane Lake Improvement Project (CL-3) (No change since Dec): This project was 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

- Reviewed draft feasibility study for Main Stem Lagoon Dredging Project
- Reviewed draft feasibility study for Mt. Olivet Stream Restoration and Parkers Lake Drainage Improvement Project
- Assisted with development of presentation for Sweeney Lake WQ Improvement Project Open House

Administration and Education

- Reviewed reimbursement request for Westwood Lake Improvement Project
- Assisted with drafting April educational press release
- Drafted and distributed public hearing meeting notice to city clerks
- Researched various virtual meeting platforms/plans and toll-free call in options
- Drafted email to commissioners with upcoming meeting information
- Drafted and/or reviewed various agreements including grant agreements, sub-grant agreement, Four Seasons-related agreements, curly-leaf pondweed treatment and cost sharing agreements, education consultant agreement
- Drafted recommended 2020 education work plan and budget; facilitated Education Committee meeting
- Developed “working draft” of 2021 BCWMC Operating Budget; distributed to Budget Committee
- Communicated with Met Council re: 2020 CAMP schedule



Memorandum

To: BCWMC & ECWMC
From: Barr Engineering Co.
Subject: Manufactured Treatment Devices (MTD's)
Date: April 1, 2020
Project: MTD Work Group Update

Following is a summary of the status of the MTD work group. Barr staff (Jim Herbert and/or Josh Phillips) are attending MPCA work group meetings on behalf of BCWMC and ECWMC and sharing costs between the organizations.

Background

Manufactured Treatment Devices (MTDs) are underground proprietary stormwater devices that typically include a filter system to enhance removal of trash, floatables, total suspended solids, phosphorus, and other contaminants. MTDs have been reviewed by WMOs and municipalities as alternatives to other practices due to space limitations or where stormwater ponds or infiltration and biofiltration systems may not be practical.

The Bassett Creek Watershed Management Commission (with support from Nine Mile Creek WD, Ramsey Washington Metro WD, Riley Purgatory Bluff Creek WD, Shingle Creek WMO, West Mississippi River WMO) sent a letter dated July 26, 2019 formally requesting the Minnesota Pollution Control Agency (MPCA) evaluate the performance of various stormwater MTDs and include protocols for MTDs in the Minnesota Stormwater Manual. The MPCA was requested to take one of the following actions:

- 1) Cooperate with and support the implementation of the Water Environment Federation's (WEF) Stormwater Testing and Evaluation of Products and Practices (STEPP) verification program, currently under development. We prefer this option because the STEPP verification program is already well along in its development, it will be a nationwide program, and we understand that MPCA staff are already engaged in the program. Once implemented, the STEPP verification program would validate MTD performance; it would be up to the states (e.g., the MPCA) to certify the MTDs.
- 2) Develop its own statewide program for evaluating and certifying stormwater MTDs.

In response to the letter, the MPCA scheduled a meeting on January 29, 2020 with several watershed management organization representatives to review the letter and discuss how MTDs are used and to establish a path forward. An outcome of the meeting was to form the MTD Work Group and meet with Seth Brown who is involved with STEPP.

MTD Work Group

The work group was formed and includes representatives from WMOs/WDs, Saint Anthony Falls Laboratory (SAFL), industry (MTD manufactures), and the MPCA. Following is a summary of MTD work group meetings:

Meeting No. 1: March 2, 2020:

A group of about a dozen folks met to discuss the upcoming March 12, 2020 meeting with Seth Brown and discuss issues for moving forward on addressing manufactured treatment devices. Mr. Brown is actively working with others on the STEPP effort. An agenda and questions to ask Mr. Brown was prepared. Key discussion points included:

- The preference for field-tested devices in Minnesota.
- Testing protocols/standards, particularly for phosphorus and with dissolved phosphorus.
- Maintenance is critical for performance of BMPS and must be considered in MTD evaluation.

Meeting No. 2: March 12, 2020:

The work group met with Seth Brown (STEPP) who gave the presentation *Overview of Stormwater Testing and Evaluation for Products and Practices* (STEPP). The goal of STEPP is to develop a national testing/evaluation and verification program for products and practices and to increase performance of BMPs. The focus of STEPP is on verification. Other entities, such as the MPCA, municipalities, WMOs or other agency, would be tasked with certification. Key discussion points included:

- Stormwater BMP testing and certification is costly and time intensive. Cost savings can be made through less sampling and/or lab sampling only (i.e. no field sampling).
- Work group is leery of lab-tested approval – need field verification. There was some discussion of approved testing sites. For example, the University of New Hampshire is approved as a testing site. Is this something we might want to pursue in Minnesota?
- Work group focus is on phosphorus removal. There was discussion of dissolved phosphorus, which is currently not required for Washington's TAPE and New Jersey's NJCAT programs.
- Operation and maintenance is critical in the evaluation of MTDs.
- Ideally, regional testing would be performed; can national testing be better used regionally?
- MTD verification testing can take several years.
- STEPP is not currently funded to take on regional verification of MTDs.

Next Steps

The MPCA and work group are compiling a list of items or issues we would like addressed regarding MTDs. Seth Brown (STEPP) will develop a pilot project for Minnesota in the context of STEPP. Ultimately, the MPCA will submit a letter of support and a list of items and a letter of support to Seth Brown.