



Bassett Creek Watershed Management Commission

Regular Meeting
Thursday April 15, 2021
8:30 – 11:00 a.m.

Via Zoom – Click [HERE](#) to join the meeting.
Or join by phone +1-312-626-6799; Meeting number 823 6026 8544

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 (10 minutes)

- A. Approval of Minutes – March 18, 2021 Commission Meeting
- B. Acceptance of April 2021 Financial Report
- C. Approval of Payment of Invoices
 - i. Keystone Waters, LLC – March 2021 Administrative Services
 - ii. Keystone Waters, LLC – March 2021 Printing Expenses
 - iii. Barr Engineering – March 2021 Engineering Services
 - iv. Lawn Chair Gardener – March 2021 Administrative and Education Services
 - v. Kennedy & Graven – February 2021 Legal Services
 - vi. MMRK – Financial Audit
 - vii. HDR – Website Services
- D. Acceptance of 2020 Financial Audit
- E. Approval of Hennepin County AIS Prevention Grant Agreement
- F. Approval of Agreement with Met Council for Citizen Assisted Monitoring Program
- G. Approval of Hennepin County Opportunity Grant Agreement
- H. Approval of Barr Engineering Service Agreement

5. BUSINESS

- A. Consider Approval of BCWMC Education Committee Recommendations (30 min)
- B. Receive Update on Twin Lake Riparian Condition and Discussions (20 min)

BREAK – if needed

- C. Discuss Possibility of Creating BCWMC Internship for Dougherty Family College Student (20 min)
- D. Review Updated CIP List and Project Costs (10 min)

6. COMMUNICATIONS (20 minutes)

- A. Administrator's Report
 - i. Reminder to Complete PRAP Survey – April 22nd deadline
- B. Chair
- C. Commissioners
- D. TAC Members
- E. Committees
 - i. Budget Committee Report on 3/22 and 4/12 Meetings
- F. Education Consultant
- G. Legal Counsel
- H. Engineer
 - i. Update on 2021 Monitoring Activities

7. INFORMATION ONLY (Information online only)

- A. BCWMC Administrative Calendar
- B. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
- C. Grant Tracking Summary and Spreadsheet

8. ADJOURNMENT

Upcoming Meetings & Events

- BCWMC Budget Committee Meeting: Tuesday April 12, 2021, 1:00 p.m.
- Metro MAWD Meeting: April 20, 2021; 7:00 – 9:00 p.m. online
- Bassett Creek Watershed Mgmt Commission Meeting and Public Hearing: Thursday May 20th , 8:30 a.m. via Zoom



Bassett Creek Watershed Management Commission

AGENDA MEMO

Date: April 7, 2021

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: **Background Information for 4/15/21 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 (10 minutes)**
 - A. Approval of Minutes –March 18, 2021 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 2021 Administrative Services
 - ii. Keystone Waters, LLC – March 2021 Printing Expenses
 - iii. Barr Engineering – March 2021 Engineering Services
 - iv. Lawn Chair Gardener – March 2021 Administrative and Education Services
 - v. Kennedy & Graven – February 2021 Legal Services
 - vi. MMRK – Financial Audit
 - vii. HDR – Website Services
 - D. Acceptance of 2020 Financial Audit – **ACTION ITEM with attachment – *The audit of the Commission’s finances for the period February 1, 2020 to January 31, 2021 is complete. The auditor found no deficiencies in internal financial control and no findings based on testing of the Commission’s compliance with laws and regulations. Deputy Treasurer Virnig recommends the Commission accept the audit. Staff will submit the audit to the BWSR (due at the end of June).***
 - E. Approval of Hennepin County AIS Prevention Grant Agreement – **ACTION ITEM with attachment – *The BCWMC was recently awarded \$10,000 to develop and install AIS educational signage for fishing piers and other public access points on priority lakes in the watershed. The agreement was reviewed by Commission Legal Counsel. Staff recommends approval.***
 - F. Approval of Agreement with Met Council for (CAMP) Citizen Assisted Monitoring Program – **ACTION ITEM with attachment – *Staff recommends approval of the annual agreement with Met Council to cooperate on the CAMP which uses volunteers to collect water samples and data on 10 BCWMC lakes. The Commission Legal Counsel reviewed the agreement.***
 - G. Approval of Hennepin County Opportunity Grant Agreement – **ACTION ITEM with attachment – *The BCWMC was recently awarded \$74,743 for the Main Stem Lagoon Dredging Project. The agreement was reviewed by Commission Legal Counsel. Staff recommends approval.***

- H. Approval of Barr Engineering Service Agreement – **ACTION ITEM with attachment** – *At the February meeting, the Commission took action to continue contracting with Barr Engineering for technical services. At the March meeting the Commission reviewed an updated service agreement and fee schedule and requested additional changes. The attached service agreement incorporates the additions requested and was reviewed by the Commission Legal Counsel. I recommend approval.*

5. BUSINESS

- A. Consider Approval of BCWMC Education Committee Recommendations (30 min) – **ACTION ITEM with attachments** – *The Education Committee met on March 22 to discuss education needs, programming and budget for 2021. The attached memo outlines their recommendations which include contributing \$2,300 to the Bassett's Creek Park Restoration and Engagement Project. The proposal for that project is included with the memo. Representatives from the Bassett's Creek Park Volunteer Stewardship Group will join today's meeting to describe their project and answer questions. Staff recommends approval of the committee's recommendations.*
- B. Receive Update on Twin Lake Riparian Condition and Discussions (20 min) – **INFORMATION ITEM no attachment** – *At the March meeting the Commission heard concerns from Golden Valley residents about Twin Lake water quality and the condition of the riparian area during the public open forum. I was directed to learn more about the issue and discuss it with Golden Valley staff and other stakeholders. Since then, I have participated in considerable correspondence among Golden Valley staff, MPRB staff, and residents. I toured the site this week and will participate in a meeting among city and MPRB staff next week. I will provide an update on the issue at this meeting.*

BREAK, if needed

- C. Discuss Possibility of Creating BCWMC Internship for Dougherty Family College Student (20 min) – **DISCUSSION ITEM no attachment** – *At the March Commission meeting and at the Education Committee meeting, the idea of creating a paid internship for a student of the Dougherty Family College (part of St. Thomas University) was briefly discussed. The Education Budget has up to \$3,770 available for such a position if internship activities centered on education. Alternate Commissioner McDonald Black has additional ideas and information to discuss with the Commission at this meeting. I am seeking direction to continue exploring this possibility in conjunction with the Education Committee and Alternate Commissioner McDonald Black.*
- D. Review Updated CIP List and Project Costs (10 min) – **INFORMATION ITEM with attachment** – *At the March meeting, the Commission approved the 5-year CIP as recommended by the TAC and requested the CIP table be updated to include city and grant contributions for a more complete picture of total project costs. The attached table incorporates those revisions. The 30-day comment period for the proposed minor plan amendment to add five projects to the CIP ends on May 7th. The Commission will hold a public hearing on May 20th and will set a 2022 maximum levy at their June meeting.*

6. COMMUNICATIONS (10 minutes)

- A. Administrator's Report – **INFORMATION ITEM with attachment**
- i. Reminder to Complete PRAP Survey – April 22nd deadline
- B. Chair
- C. Commissioners
- D. TAC Members
- E. Committees
- i. Budget Committee Report on 3/22 and 4/12 Meetings

- F. Education Consultant
- G. Legal Counsel
- H. Engineer
 - i. Update on 2021 Monitoring Activities

7. INFORMATION ONLY (Information online only)

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- B. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
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8. ADJOURNMENT

Upcoming Meetings & Events

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- Bassett Creek Watershed Mgmt Commission Meeting and Public Hearing: Thursday May 20th , 8:30 a.m. via Zoom



Bassett Creek Watershed Management Commission

DRAFT Minutes of Regular Meeting Thursday, March 18, 2021 8:30 a.m.

Via video conference due to the COVID-19 global pandemic

1. CALL TO ORDER and ROLL CALL

On Thursday, March 18, 2021 at 8:31 a.m. via video conference, Chair Cesnik brought the Bassett Creek Watershed Management Commission (BCWMC) to order.

Commissioners and city staff present: 31

City	Commissioner	Alternate Commissioner	Technical Advisory Committee Members (City Staff)
Crystal	Dave Anderson	<i>Vacant Position</i>	Mark Ray
Golden Valley	Stacy Harwell	Jane McDonald Black	Jeff Oliver, Eric Eckman, RJ Kakach
Medicine Lake	<i>Absent</i>	Gary Holter	<i>Absent</i>
Minneapolis	Michael Welch	<i>Vacant Position</i>	Liz Stout, Katie Kowalczyk
Minnetonka	Mike Fruen	<i>Vacant Position</i>	
New Hope	<i>Absent</i>	Patrick Crough	Megan Hedstrom
Plymouth	Catherine Cesnik	<i>Absent</i>	Ben Scharenbroich, Chris LaBounty
Robbinsdale	<i>Absent</i>	<i>Vacant Position</i>	Marta Roser, Richard McCoy
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	Dawn Pape, Lawn Chair Gardener		
Legal Counsel	Dave Anderson, Kennedy & Graven		
Presenters/ Guests/Public	Jennell Bilek, Jacqueline Day—Sweeney Lake Association Board Members*, McKenzie Erickson—resident, Ben Carlson*, Brett Arne*, and Steve Christopher — MN BWSR		

*Partial meeting attendance for specific agenda item(s)

2. PUBLIC FORUM ON NON-AGENDA ITEMS

Jaqueline Day and Jennell Bilek, from the Sweeney and Twin Lakes Conservation Association, expressed concern about Twin Lake in Golden Valley, especially the portion in Wirth Park. There is a steep grade down to the shoreline that was once vegetated, but has become increasingly less vegetated and more exposed to erosion due to removal of vegetation by visitors to an unofficial beach. They noted that that in 2014, Minneapolis Park and Recreation Board received a \$600,000 grant for restoration work, but no enhancements or restoration took place near the lake. In addition, many trees have been lost due to oak wilt and there is a lot of invasive buckthorn.

The group believes a sensible solution is to fence off the beach and revegetate the area with native plantings. They would like to see an ecological restoration designation and no trespassing signs in the area. They also want BCWMC to gather more information and participate in a tour of the area to see the problems firsthand.

Jennell Bilek explained that she has been a CAMP volunteer on Twin Lake for four years and has noticed more vegetation clearing over the years. She noted there used to be a good buffer but the area is worsening with each passing year.

Commissioner Harwell asked for photos and follow up information. Commissioner Welch also expressed concern and found the reported lack of action on \$600,000 grant disconcerting. Golden Valley TAC member Jeff Oliver said city staff is aware of the situation and conversations have been going on for months.

Alternate Commissioner McDonald Black said this is complicated because it's in Golden Valley, but it's a Minneapolis Park. She noted that the crowds at this beach are growing.

Chair Cesnik asked where BCWMC jurisdiction lies. Administrator Jester answered that BCWMC is an advocate for water quality but has no direct control over the lake or buffer unless a development project was brought forward. She noted the BCWMC implemented a CIP project in 2015 consisting of an alum treatment, so the Commission has invested in the lake's water quality.

The Commission directed Administrator Jester to gather more information on the issue and past grant funded activities, discuss with city staff, and participate in a meeting and a broader conversation with the various stakeholders. Commissioners Harwell, Welch, Cesnik and Alternate Commissioners McDonald Black and Holter expressed interest in a site walk if that is warranted in the future.

3. APPROVAL OF AGENDA

MOTION: Commissioner Welch moved to approve the agenda. Alternate Commissioner Crough seconded the motion. Upon a roll call vote, the motion carried 8-0, with the city of Robbinsdale absent from the vote.

4. CONSENT AGENDA

The following items were approved as part of the consent agenda:

- Approval of February commission meeting minutes
- Acceptance of March 2021 financial report
- Approval to pay invoices
- Approval of Crystal 2021 Utility Reconstruction Project
- Approval of Resolution of Appreciation for Alternate Commissioner Noon
- ~~Approval of Contract with PLM Lake and Land Management Corp for Curly-leaf Pondweed Treatment, Medicine Lake (removed by Welch)~~
- Approval to Execute Grant Award Notice from MDNR for Curly-leaf Pondweed Treatment

Item 4F Approval of Contract with PLM Lake and Land Management Corp for Curly Leaf Pondweed Treatment on Medicine Lake was removed from the consent agenda by Commissioner Welch.

The general and construction account balances reported in the March 2021 Financial Report are as follows:
 Checking Account Balance 796,261.95

TOTAL GENERAL FUND BALANCE	796,261.95
TOTAL CASH & INVESTMENTS ON-HAND (3/10/21)	3,739,174.52
CIP Projects Levied – Budget Remaining	(3,796,367.96)
Closed Projects Remaining Balance	1,037,036.09
2015-2018 Anticipated Tax Levy Revenue	1,429.11
2019 Anticipated Tax Levy Revenue	4,499.30
Anticipated Closed Project Balance	1,042,964.50

MOTION: Commissioner Welch moved to approve the revised consent agenda. Commissioner Anderson seconded the motion. Upon a roll call vote, the motion carried 7-0, with the cities of Minnetonka and Robbinsdale absent from the vote.)

5. **BUSINESS**

A. Receive Information on BWSR Performance Review and Assistance Program (PRAP)

Brett Arne from the MN Board of Water and Soil Resources explained the process of assessing the performance of the BCWMC this spring through a “Level II PRAP” (Performance Review and Assistance Program) review. He provided an overview of the program, the survey commissioners can expect to receive, and BCWMC staff’s responsibility in assisting with the review.

The program uses four levels of review to assess performance ranging from statewide oversight in Level I, to a focus on individual LGU performance in Levels II and III, and to remediation in Level IV. Level I is an annual tabulation of required plans and reports for all LGUs. Level II is a routine, interactive review intended to cover all LGUs at least once every 10 years. A Level II review evaluates progress on plan implementation, operational effectiveness, and partner relationships. This review includes assessing compliance with Level II performance standards and compliance with the Wetland Conservation Act.

Arne explained that information compiled in the report by BWSR will include recommendations and/or commendations and will be brought to a future BCWMC meeting before the information goes into a larger report for the legislature. The Commission staff time needed to assist with the review should be less than 20 hours. The survey will go out next week to all commissioners, alternates, staff, TAC members, and partnering agencies and organizations.

B. Consider Approval of Contracts for Services and Fee Schedules

Administrator Jester reviewed that at the February meeting, the Commission voted to continue contracting with Kennedy & Graven and Barr Engineering for legal and technical services, respectively. At that meeting there were discussions about existing contracts and fee schedules. Administrator Jester was directed to bring

fee schedules to a future meeting for review and approval. Since the existing service contracts with each firm were several years old, each firm was asked to submit updated contracts for Commission consideration at this meeting.

Administrator Jester noted that the Commission Attorney reviewed the Barr contract and that she reviewed the Kennedy & Graven contract. She noted that as written, these agreements are “standing service contracts” and do not have an expiration date, but can be terminated at any time by either party.

i. Legal Services: Kennedy & Graven

MOTION: Commissioner Welch moved to approve the Kennedy & Graven contract for a 2-year term. Commissioner de Lambert seconded the motion.

Discussion: Administrator Jester noted her recommendation to keep the contracts as standing service contracts without expiration dates. She noted the contracts could be reviewed on a regular basis, but she worried about timing and deadlines associated with amending an expired contract in relation to the schedule for soliciting proposals for legal and technical services done biennially.

Commissioner de Lambert added that they could be approved every 2 years or kept as open-ended contracts, as is typically done in other business settings.

Commissioner Welch offered a friendly amendment to his motion to approve the Kennedy & Graven contract for 2 years and a small number of months at the Administrator’s discretion to accommodate schedules and deadlines. Commissioner de Lambert agreed to the motion’s amendment.

Upon a roll call vote, the motion carried 8-0, with the City of Robbinsdale absent from the vote.

ii. Technical Services: Barr Engineering Co.

Commissioner Welch noted that he recommends this contract be revised to include more detail on the expected services, the primary Commission engineers’ names, titles, and specific hourly rates, and notes indicating an acknowledgement that the Commission can contract with other engineering firms for specific projects or studies.

Administrator Jester suggested having the main engineers (Karen Chandler and Jim Herbert) and billing rates listed in the agreement. There was lengthy discussion about the level of detail needed, a list of the “typical” tasks, including unforeseen projects, etc. Since there is a wide variety of tasks that may be completed by Barr staff billing at different rates, it is difficult to define all of the staff involved each year.

The item was tabled and will be brought to the next meeting with more specifics about rates of principal engineers and likely placed on the consent agenda.

Commissioner Welch added that because there currently isn’t a problem, it is a good time to set policy and expectations, to potentially avoid future problems. Commissioner de Lambert noted that having a fee range is standard. But having a list of individuals expected to work on particular projects makes sense. Commissioner Harwell agreed and added that BCWMC doesn’t want to restrict possible tasks.

C. Consider Technical Advisory Committee Recommendations

- i. 5-year Capital Improvement Program (CIP)
- ii. Set Public Hearing for Plan Amendment

TAC Chair Mark Ray reported the TAC met on March 5th to discuss the FEMA modeling and mapping project, the 5-year CIP, and the possibility of adding a cost share program for “above and beyond” projects with private

developers. He noted the importance of remembering that the cost of CIP projects is rising because less expensive projects have already been implemented and larger projects are rising to the top. He noted that TAC members use the total phosphorus loading map and scoring matrix to inform their decisions in possible CIP projects. He also noted the TAC discussed the importance of starting a cost share program and decided that due to the likely inability to fund such a program right now, the cost share program idea would be evaluated during development of the next generation plan.

Administrator Jester then described the TAC-recommended 5-year CIP. She started by describing the changes from the last 5-year CIP, noting a significant increase in funds needed for the Medley Park Stormwater Improvement Project, lowered cost of the Lagoon Dredging Project, and lower amount available in the Closed Project Account.

Commissioner Anderson asked how much less Closed Project Account funding is available. Administrator Jester replied there would be approximately \$500,000 less due to an earlier accounting error. Commissioner Anderson also asked about the large budget changes with the Medley Park project. He pointed out that the estimated total levy for 2022 is going up nearly \$200,000 and believes this should be discussed.

Administrator Jester then reviewed the recommended new CIP projects including Plymouth stream restorations, cost sharing purchase of a new street sweeper in Golden Valley, a large flood reduction project in Golden Valley, a small project in Plymouth to be constructed in conjunction with a street reconstruction project, and repairs to the Bassett Creek tunnel. She noted that a minor plan amendment would be needed to add these projects to the CIP.

There was discussion about a variety of topics including a recommendation to include grant funding and city contributions in the CIP table to reflect total project costs as well as leveraged funding; Commissioner Welch's idea for a broad review of the BCWMC CIP program including methods to target and implement projects; the need to continue discussing the cost share program and look at what other watersheds are doing in that regard; and the need to include an "environmental justice" criterion to the CIP scoring matrix and CIP discussions. Commissioner Welch noted that he attended the TAC meeting, appreciated the robust discussion at the meeting and the TAC's careful consideration of potential projects. He also agreed the cost share idea should be discussed during the watershed plan update process in the future.

MOTION: Commissioner de Lambert moved to approve the 5-year CIP as presented and set a public hearing for the May Commission meeting. Alternate Commissioner Crough seconded the motion. Upon a roll call vote, the motion carried 8-0, with City of Robbinsdale absent for the vote.

D. 4F from Consent agenda: Approval of Contract with PLM Lake and Land Management Corp for Curly-leaf Pondweed Treatment, Medicine Lake

Administrator Jester reviewed the BCWMC policy for performing herbicide treatments of curly-leaf pondweed. Commissioner Welch noted that marine liability may need to be added to the contract.

MOTION: Commissioner Welch moved to approve Contract with PLM Lake and Land Management Corp for Curly-leaf Pondweed Treatment on Medicine Lake. Commissioner de Lambert seconded the motion. Upon a roll call vote, the motion carried 8-0, with City of Robbinsdale absent for the vote.

6. COMMUNICATIONS

A. Administrator's Report

i. Update on Hennepin County Chloride Initiative

Administrator Jester announced that the BCWMC will now be leading the HCCI due to the resignation of the RPBCWD Administrator who was previously coordinating the project. She noted that HCCI is currently working on two projects that were proposed by the BCWMC including the Parkers Lake Chloride Facilitation Project (more below from TAC reports) and the Chloride Management Plan Template Project.

B. Chair

Chair Cesnik noted that there are many items requiring follow up.

C. Commissioners

Representing the MDNR, Commissioner Harwell shared information on the updated FEMA maps that can be viewed without special software. She is seeking comments from member cities, but the maps aren't public, so they cannot be shared. Chair Cesnik asked whether BCWMC is on track? The answer is that BCWMC is on track, but it's more complicated than expected.

Commissioner Welch shared both good and bad news. The bad news is that it appears the chloride limited liability legislation is dead. The good news is that fox, otter, and mink have been spotted along the Bassett Creek restoration project near Fruen Mill. He shared photos. Commissioner Harwell encouraged people to send photos such as these to the MDNR.

Commissioner Harwell asked whether we can collaborate with private applicators to sweep up salt. She noted that more interaction between cities and private applicators is needed.

D. TAC Members

i. Update on Parker's Lake Chloride Reduction Project

Ben Scharenbroich, Plymouth TAC reported significant behind the scenes progress, but didn't have specific sites yet. To find specific sites, the City of Plymouth has taken on additional monitoring and they are working with a consultant to figure out the characteristics of chloride data to target BMPs and education. He publicly thanked Administrator Jester for her support and coordination with HCCI.

E. Committees

Both budget and education committees will be meeting on Monday.

Alternate Commissioner McDonald Black noted that voluntary, unpaid internships don't work for lower income students as they need to earn actual money. She advocated for having a paid internship with BCWMC.

F. Education Consultant

Education consultant Dawn Pape agreed with Alternate Commissioner McDonald Black and shared that she has many ideas for what that intern could work on.

The latest education videos are Pet Friendly Deicers and Time to Sweep the Salt! She reminded commissioners that having members share the videos and posts was the best way to increase their reach and stretch the budget.

G. Legal Counsel

Attorney Anderson thanked the Commission for continuing to contract with Kennedy & Graven and added that he enjoys working with BCWMC.

H. Engineer

- i. Update on 2021 Monitoring Plans for Parkers, Westwood and Crane Lakes. The ice out monitoring is scheduled for April and plant surveys in June and August. And, monitoring will continue on the Sweeney Branch.
- ii. Update on SEA School-Wildwood Park and Medley Park Feasibility Studies—both of these draft studies will be brought to the Commission in May. Both of these projects are getting a lot of stakeholder attention.

Commissioner Carlson asked about holding hybrid meetings in the future. Attorney Anderson answered that according to statute, hybrid meetings are allowed, it is more of a technical issue. Commissioner Carlson noted that BCWMC needs to consider safety of public to participate in meetings and they are likely to stay in step with the state.

7. INFORMATION ONLY (Information online only)

- A. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
- B. Grant Tracking Summary and Spreadsheet
- C. WCA Notices of Decision, Plymouth
- D. 2021 Online Salt Symposium Save the Date—August 3 & 4

8. ADJOURNMENT

Upcoming Meetings & Events

- MAWD Virtual Legislative Event: March 17, 2021, starting at 1:00, [AGENDA](#) (let me know if you wish to attend)
- BCWMC Budget Committee Meeting: March 22, 2021, 1:00 P.M. via Zoom
- BCWMC Education Committee Meeting: March 22, 2021, 4:00 P.M. via Zoom
- Resilient Yards Workshop: March 25, 2021; 6:00 – 9:00 P.M., online <https://bluethumb.org/event/plymouth-resilient-yard/>
- Bassett Creek Watershed Mgmt. Commission Meeting: Thursday April 15th, 8:30 a.m. via Zoom
- Metro MAWD Meeting: April 20, 2021 at 7-9 p.m. online

The meeting was adjourned at 11:14 a.m.

Signature/Title

Date

Signature/Title

Date

Bassett Creek Watershed Management Commission
Profit & Loss Budget Performance

Item 4B.
BCWMC 4-15-21

March 15 through April 15, 2021

	<u>Annual Budget</u>	<u>Mar 15 - Apr 15, 21</u>	<u>Year-to-Date</u>	<u>Budget Balance</u>
Income				
411 · Assessments to Cities	554,900.00	0.00	0.00	554,900.00
412 · Project Review Fees	62,000.00	0.00	6,000.00	56,000.00
413 · WOMP Reimbursement	5,000.00	0.00	0.00	5,000.00
414 · State of MN Grants	0.00	0.00	44,760.26	-44,760.26
415 · Investment earnings	0.00	0.00	0.00	0.00
416 · Use of Fund Balance	5,000.00	0.00	0.25	4,999.75
417 · Transfers from LT & CIP	42,000.00	0.00	0.00	42,000.00
Total Income	668,900.00	0.00	50,760.51	618,139.49
Expense				
1010 · Technical Services	134,000.00	13,828.50	29,952.50	104,047.50
1020 · Development/Project Reviews	68,000.00	5,276.50	12,260.50	55,739.50
1030 · Non-fee and Preliminary Reviews	24,000.00	2,436.50	6,537.50	17,462.50
1040 · Commission and TAC Meetings	12,000.00	906.50	2,782.00	9,218.00
1050 · Surveys and Studies	9,000.00	1,789.56	3,537.32	5,462.68
1060 · Water Quality / Monitoring	129,000.00	4,035.99	30,633.92	98,366.08
1070 · Water Quantity	7,000.00	545.50	1,627.75	5,372.25
1080 · Annual Flood Control Inspection	12,000.00	0.00	9,627.50	2,372.50
1090 · Municipal Plan Review	2,000.00	0.00	0.00	2,000.00
1100 · Watershed Monitoring Program	23,000.00	869.00	2,331.16	20,668.84
1110 · Annual XP-SWMM Model Updates	0.00	0.00	375.50	-375.50
1120 · TMDL Implementation Reporting	7,000.00	0.00	262.50	6,737.50
1130 · APM/AIS Work	14,000.00	0.00	0.00	14,000.00
1140 · Erosion Control Inspections	0.00	0.00	0.00	0.00
2010 · Next Gen Plan Development	18,000.00	0.00	0.00	18,000.00
3010 · Administrator	67,400.00	9,360.00	21,834.00	45,566.00
3020 · MAWD Dues	3,750.00	0.00	0.00	3,750.00
3030 · Legal	15,000.00	1,194.00	6,009.80	8,990.20
3040 · Financial Management	4,000.00	0.00	100.00	3,900.00
3050 · Audit, Insurance & Bond	18,000.00	0.00	1,800.00	16,200.00
3060 · Meeting Catering	1,300.00	0.00	0.00	1,300.00
3070 · Administrative Services	8,000.00	541.04	3,068.42	4,931.58
4010 · Publications / Annual Report	1,300.00	0.00	0.00	1,300.00
4020 · Website	1,800.00	406.60	406.60	1,393.40
4030 · Watershed Education Partnership	17,350.00	0.00	67.50	17,282.50
4040 · Education and Public Outreach	26,000.00	702.33	1,515.93	24,484.07
4050 · Public Communications	1,000.00	0.00	0.00	1,000.00

ITEM 4B.
BCWMC 4-15-21

Bassett Creek Watershed Management Commission Profit & Loss Budget Performance

March 15 through April 15, 2021

	<u>Annual Budget</u>	<u>Mar 15 - Apr 15, 21</u>	<u>Year-to-Date</u>	<u>Budget Balance</u>
5010 · Channel Maintenance Fund	20,000.00	0.00	0.00	20,000.00
5020 · Long Term-FEMA Floodplain Model	25,000.00	1,889.50	36,639.25	-11,639.25
Total Expense	668,900.00	43,781.52	171,369.65	497,530.35
Net Income	0.00	-43,781.52	-120,609.14	

Bassett Creek Watershed Management Commission

Profit & Loss Budget Performance

March 15 through April 15, 2021

	Mar 15 - Apr 15, 21	Year-to-Date	Total Budget	\$ Over Budget	Inception to Date Exp
Income					
414 · State of MN Grants	0.00	264,373.51		264,373.51	
415 · Investment earnings	319.06	452.90		452.90	
BC2,3,8 · Decola Ponds B&C Improve	0.00	0.00	0.00	0.00	
BC23810 · Decola Ponds/Wildwood Park	0.00	34,286.00	0.00	34,286.00	
BC5 · Bryn Mawr Meadows	0.00	0.00	0.00	0.00	
BC7 · Main Stem Dredging Project	0.00	125,000.00	0.00	125,000.00	
BCP2 · Bassett Creek Park & Winnetka	0.00	0.00	0.00	0.00	
CL3 · Crane Lake Improvement Project	0.00	0.00	0.00	0.00	
CRM · Main Stem Cedar Lk Rd-Dupont	0.00	0.00	0.00	0.00	
Feasibl · Westwood Lake Water Quality	0.00	0.00	0.00	0.00	
ML21 · Jevne Park Stormwater Mgmt	0.00	0.00	0.00	0.00	
NL2 · Four Seasons Mall Area	0.00	0.00	0.00	0.00	
SL1,3 · Schaper Pond Enhancement	0.00	0.00	0.00	0.00	
SL8 · Sweeny Lake Water Quality	0.00	0.00	0.00	0.00	
TW2 · Twin Lake Alum Treatment	0.00	0.00	0.00	0.00	
Total Income	319.06	424,112.41	0.00	424,112.41	
Expense					
BC-238 · CIP-DeCola Ponds B&C	0.00	6,918.00	1,600,000.00	-1,593,082.00	1,514,903.31
BC-2381 · CIP-DeCola Ponds/Wildwood Pk	3,393.50	3,393.50	0.00	3,393.50	47,064.39
BC-5 · CIP-Bryn Mawr Meadows	0.00	133.00	912,000.00	-911,867.00	102,397.03
BC-7 · CIP-Main Stem Lagoon Dredging	329.50	329.50	3,259,000.00	-3,258,670.50	81,726.22
BCP-2 · CIP- Basset Cr Pk & Winnetka	0.00	0.00	1,123,351.00	-1,123,351.00	1,066,648.32
CL-3 · CIP-Crane Lake Improvement Proj	0.00	0.00	380,000.00	-380,000.00	387,600.00
CR-M · CIP-Main Stem Cedar Lk Rd-Dupon	0.00	511.50	1,064,472.00	-1,063,960.50	132,540.75
Feas · CIP-Westwood Lake Water Quality	0.00	0.00	404,500.00	-404,500.00	223,640.96
ML-12 · CIP-Medley Park Stormwater	4,375.00	16,521.00	0.00	16,521.00	85,694.61
ML-20 · CIP-Mount Olive Stream Restore	0.00	0.00	178,100.00	-178,100.00	35,993.92
ML-21 · CIP-Jevne Park Stormwater Mgmt	0.00	0.00	500,000.00	-500,000.00	56,390.75
ML-23 · CIP-Purch High Eff St Sweeper	0.00	0.00	81,600.00	-81,600.00	0.00
NL-2 · CIP-Four Seasons Mall	0.00	0.00	990,000.00	-990,000.00	185,236.56
PL-7 · CIP-Parkers Lake Restore	0.00	0.00	485,000.00	-485,000.00	57,547.12
SL-1,3 · CIP-Schaper Pond	2,905.50	4,348.00	612,000.00	-607,652.00	437,298.95
SL-8 · CIP-Sweeney Lake WQ Improvement	0.00	6,515.50	568,080.00	-561,564.50	341,766.59
TW-2 · CIP-Twin Lake Alum Treatment	0.00	0.00	163,000.00	-163,000.00	91,037.82
Total Expense	11,003.50	38,670.00	12,321,103.00	-12,282,433.00	4,847,487.30
Net Income	-10,684.44	385,442.41	-12,321,103.00	12,706,545.41	

Bassett Creek Watershed Management Commission

Balance Sheet by Class

As of March 31, 2021

	Capital Improvement Projects	General Fund	TOTAL
ASSETS			
Current Assets			
Checking/Savings			
101 · Wells Fargo Checking	395,929.81	210,657.65	606,587.46
102 · 4MP Fund Investment	3,501,239.06	0.00	3,501,239.06
103 · 4M Fund Investment	1,483,511.82	0.00	1,483,511.82
Total Checking/Savings	5,380,680.69	210,657.65	5,591,338.34
Accounts Receivable			
112 · Due from Other Governments	353,800.00	6,777.00	360,577.00
113 · Delinquent Taxes Receivable	20,717.00	0.00	20,717.00
Total Accounts Receivable	374,517.00	6,777.00	381,294.00
Other Current Assets			
114 · Prepays	0.00	3,223.00	3,223.00
Total Other Current Assets	0.00	3,223.00	3,223.00
Total Current Assets	5,755,197.69	220,657.65	5,975,855.34
TOTAL ASSETS	5,755,197.69	220,657.65	5,975,855.34
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
211 · Accounts Payable	31,109.75	18,346.01	49,455.76
Total Accounts Payable	31,109.75	18,346.01	49,455.76
Other Current Liabilities			
212 · Unearned Revenue	200,000.00	371,690.00	571,690.00
251 · Unavailable Rev - property tax	20,717.00	0.00	20,717.00
Total Other Current Liabilities	220,717.00	371,690.00	592,407.00
Total Current Liabilities	251,826.75	390,036.01	641,862.76
Total Liabilities	251,826.75	390,036.01	641,862.76
Equity			
311 · Nonspendable prepaids	0.00	3,223.00	3,223.00
312 · Restricted for improvements	4,562,582.00	0.00	4,562,582.00
314 · Res for following year budget	0.00	5,000.00	5,000.00
315 · Unassigned Funds	0.00	444,663.29	444,663.29
Net Income	396,382.71	-77,858.42	318,524.29
Total Equity	4,958,964.71	375,027.87	5,333,992.58
TOTAL LIABILITIES & EQUITY	5,210,791.46	765,063.88	5,975,855.34

Bassett Creek Watershed Management Commission

A/P Aging Detail

As of April 15, 2021

	Type	Date	Num	Name	Due Date	Aging	Open Balance
Current							
Total Current							
	Bill	03/26/2021		Kennedy & Graven, Chartered	04/05/2021	10	1,194.00
	Bill	04/01/2021	1219	Lawn Chair Gardener	04/11/2021	4	1,054.68
	Bill	04/02/2021		Keystone Waters, LLC	04/12/2021	3	188.69
	Bill	04/02/2021		BARR	04/12/2021	3	34,812.55
	Bill	04/02/2021	1200337299	HDR Engineering, INC	04/12/2021	3	406.60
	Bill	04/04/2021		Keystone Waters, LLC	04/14/2021	1	9,360.00
Total > 0							47,016.52
TOTAL							47,016.52

March 19, 2021

To the Board of Commissioners and Management
Bassett Creek Watershed Management Commission

The following is a summary of our audit work, key conclusions, and other information that we consider important or that is required to be communicated to the Board of Commissioners, administration, or those charged with governance of the Bassett Creek Watershed Management Commission (the Commission).

OUR RESPONSIBILITY UNDER AUDITING STANDARDS GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA AND *GOVERNMENT AUDITING STANDARDS*

We have audited the financial statements of the governmental activities and each major fund of the Commission as of and for the year ended January 31, 2021. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information to you verbally and in our audit engagement letter. Professional standards also require that we communicate to you the following information related to our audit.

PLANNED SCOPE AND TIMING OF THE AUDIT

We performed the audit according to the planned scope and timing previously discussed and coordinated in order to obtain sufficient audit evidence and complete an effective audit.

AUDIT OPINION AND FINDINGS

Based on our audit of the Commission's financial statements for the year ended January 31, 2021:

- We have issued an unmodified opinion on the Commission's financial statements. The Commission has elected not to present management's discussion and analysis, which accounting principles generally accepted in the United States of America have determined necessary to supplement, although not required to be a part of, the basic financial statements. Our opinion on the Commission's basic financial statements is not affected by this missing information.
- We reported no deficiencies in the Commission's internal control over financial reporting that we considered to be material weaknesses.
- The results of our testing disclosed no instances of noncompliance required to be reported under *Government Auditing Standards*.
- We reported no findings based on our testing of the Commission's compliance with Minnesota laws and regulations.

SIGNIFICANT ACCOUNTING POLICIES

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Commission are described in Note 1 of the notes to basic financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during the year.

We noted no transactions entered into by the Commission during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

ACCOUNTING ESTIMATES AND MANAGEMENT JUDGMENTS

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

We evaluated the key factors and assumptions used to develop these accounting estimates in determining that they are reasonable in relation to the basic financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no misstatements detected as a result of audit procedures that were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing and completing our audit.

DISAGREEMENTS WITH MANAGEMENT

For purposes of this report, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in the management representation letter dated March 19, 2021.

MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Commission’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no consultations with other accountants.

OTHER AUDIT FINDINGS OR ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Commission’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

OTHER MATTERS

We were not engaged to report on the introductory section, which accompanies the financial statements but is not required supplementary information. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

CLOSING

We would be pleased to further discuss any of the information contained in this report or any other concerns that you would like us to address. We would also like to express our thanks for the courtesy and assistance extended to us during the course of our audit.

The purpose of this report is solely to provide those charged with governance of the Commission, management, and those who have responsibility for oversight of the financial reporting process required communications related to our audit process. Accordingly, this report is not suitable for any other purpose.

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

Minneapolis, Minnesota
March 19, 2021

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION**

**Financial Statements and
Supplemental Information**

**Year Ended
January 31, 2021**

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

Table of Contents

	Page
INTRODUCTORY SECTION	
BOARD OF COMMISSIONERS	1
FINANCIAL SECTION	
INDEPENDENT AUDITOR’S REPORT	2–3
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements	
Statement of Net Position	4
Statement of Activities	5
Fund Financial Statements	
Balance Sheet – Governmental Funds	6
Statement of Revenue, Expenditures, and Changes in Fund Balances – Governmental Funds	7
Statement of Revenue, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund	8
Notes to Basic Financial Statements	9–15
OTHER REQUIRED REPORTS	
Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	16–17
Independent Auditor’s Report on Minnesota Legal Compliance	18

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

Statement of Net Position
as of January 31, 2021
(With Partial Comparative Information as of January 31, 2020)

	Governmental Activities	
	2021	2020
Assets		
Cash and temporary investments	\$ 5,271,720	\$ 5,649,384
Delinquent taxes receivable	20,717	8,856
Due from other governments	360,577	337,209
Prepays	3,223	2,143
Total assets	\$ 5,656,237	\$ 5,997,592
Liabilities		
Accounts payable	\$ 91,735	\$ 873,404
Unearned revenue	571,690	266,878
Total liabilities	663,425	1,140,282
Net position		
Restricted for watershed improvements	4,583,299	4,448,634
Unrestricted	409,513	408,676
Total net position	4,992,812	4,857,310
Total liabilities and net position	\$ 5,656,237	\$ 5,997,592

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

Statement of Activities
Year Ended January 31, 2021
(With Partial Comparative Information for the Year Ended January 31, 2020)

	Governmental Activities	
	2021	2020
Expenses		
Watershed management		
Administration	\$ 675,702	\$ 697,931
Improvement projects	1,746,495	2,054,732
Total expenses	2,422,197	2,752,663
Program revenues		
Watershed management		
Charges for services – member assessments	550,450	529,850
Charges for services – permit fees	59,500	52,597
Operating grants and contributions	34,439	130,731
Capital grants and contributions	403,091	253,961
Total program revenues	1,047,480	967,139
Net program revenue (expense)	(1,374,717)	(1,785,524)
General revenues		
Property taxes	1,501,425	1,424,217
Unrestricted state aids	2	2
Investment earnings	8,115	51,828
Other	677	303
Total general revenues	1,510,219	1,476,350
Change in net position	135,502	(309,174)
Net position		
Beginning of year	4,857,310	5,166,484
End of year	\$ 4,992,812	\$ 4,857,310

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

Balance Sheet
Governmental Funds
as of January 31, 2021
(With Partial Comparative Information as of January 31, 2020)

	General Fund	Improvement Capital Projects Fund	Total Governmental Funds	
			2021	2020
Assets				
Cash and temporary investments	\$ 831,828	\$ 4,439,892	\$ 5,271,720	\$ 5,649,384
Delinquent taxes receivable	–	20,717	20,717	8,856
Due from other governments	6,777	353,800	360,577	337,209
Prepays	3,223	–	3,223	2,143
Total assets	\$ 841,828	\$ 4,814,409	\$ 5,656,237	\$ 5,997,592
Liabilities				
Accounts payable	\$ 60,625	\$ 31,110	\$ 91,735	\$ 873,404
Unearned revenue	371,690	200,000	571,690	266,878
Total liabilities	432,315	231,110	663,425	1,140,282
Deferred inflows of resources				
Unavailable revenue – property taxes	–	20,717	20,717	8,856
Fund balances				
Nonspendable for prepaids	3,223	–	3,223	2,143
Restricted for watershed improvements	–	4,562,582	4,562,582	4,439,778
Assigned for SWLRT and METRO Blue Line extension	–	–	–	15,000
Assigned for subsequent year budget	5,000	–	5,000	–
Unassigned	401,290	–	401,290	391,533
Total fund balances	409,513	4,562,582	4,972,095	4,848,454
Total liabilities, deferred inflows of resources, and fund balances	\$ 841,828	\$ 4,814,409	\$ 5,656,237	\$ 5,997,592

Amounts reported for governmental activities in the Statement of Net Position are different because:

Fund balances – governmental funds		\$ 4,972,095	\$ 4,848,454
Certain revenues (including delinquent taxes) are included in net position, but are excluded from fund balances until they are available to liquidate liabilities of the current period.		20,717	8,856
Net position of governmental activities		\$ 4,992,812	\$ 4,857,310

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

Statement of Revenue, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended January 31, 2021
(With Partial Comparative Information for the Year Ended January 31, 2020)

	General Fund	Improvement Capital Projects Fund	Total Governmental Funds	
			2021	2020
Revenue				
Member contributions	\$ 550,450	\$ –	\$ 550,450	\$ 529,850
Permit fees	59,500	–	59,500	52,597
Property taxes	–	1,489,564	1,489,564	1,423,158
Intergovernmental	34,439	403,093	437,532	384,694
Investment earnings	101	8,014	8,115	51,828
Miscellaneous	677	–	677	303
Total revenue	645,167	1,900,671	2,545,838	2,442,430
Expenditures				
Current				
Engineering	476,378	–	476,378	522,116
Legal	20,996	–	20,996	14,428
Professional services	17,504	–	17,504	16,707
Administrative services	77,151	–	77,151	77,918
Public relations and outreach	24,283	–	24,283	23,158
Financial management	3,500	–	3,500	3,500
Education	54,856	–	54,856	37,498
Miscellaneous	549	485	1,034	2,606
Capital outlay				
Improvement projects	262	1,746,233	1,746,495	2,054,732
Total expenditures	675,479	1,746,718	2,422,197	2,752,663
Excess (deficiency) of revenue over expenditures	(30,312)	153,953	123,641	(310,233)
Other financing sources (uses)				
Transfers in	99,149	68,000	167,149	135,313
Transfers (out)	(68,000)	(99,149)	(167,149)	(135,313)
Total other financing sources (uses)	31,149	(31,149)	–	–
Net change in fund balances	837	122,804	123,641	(310,233)
Fund balances				
Beginning of year	408,676	4,439,778	4,848,454	5,158,687
End of year	\$ 409,513	\$ 4,562,582	\$ 4,972,095	\$ 4,848,454
Amounts reported for governmental activities in the Statement of Activities are different because:				
Net change in fund balances – governmental funds			\$ 123,641	\$ (310,233)
Certain revenues (including delinquent taxes) are included in net position, but are excluded from fund balances until they are available to liquidate liabilities of the current period.			11,861	1,059
Change in net position of governmental activities			\$ 135,502	\$ (309,174)

BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION

Statement of Revenue, Expenditures, and Changes in Fund Balances
Budget and Actual
General Fund
Year Ended January 31, 2021

	Original and Final Budget	Actual	Over (Under) Budget
Revenue			
Member contributions	\$ 550,450	\$ 550,450	\$ -
Permit fees	50,000	59,500	9,500
Intergovernmental	5,000	34,439	29,439
Investment earnings	-	101	101
Miscellaneous	-	677	677
Total revenue	605,450	645,167	39,717
Expenditures			
Current			
Engineering	400,100	476,378	76,278
Legal	15,000	20,996	5,996
Professional services	18,000	17,504	(496)
Administrative services	84,700	77,151	(7,549)
Public relations and outreach	23,800	24,283	483
Financial management	3,500	3,500	-
Education	37,850	54,856	17,006
Miscellaneous	1,500	549	(951)
Capital outlay			
Improvement projects	10,000	262	(9,738)
Total expenditures	594,450	675,479	81,029
Excess (deficiency) of revenue over expenditures	11,000	(30,312)	(41,312)
Other financing sources (uses)			
Transfers in	42,000	99,149	57,149
Transfers (out)	(68,000)	(68,000)	-
Total other financing sources (uses)	(26,000)	31,149	57,149
Net change in fund balances	\$ (15,000)	837	\$ 15,837
Fund balances			
Beginning of year		408,676	
End of year		\$ 409,513	

GRANT AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County (Department of Environment and Energy 701 S 4th Ave, Minneapolis, MN 55415) (“COUNTY”), and Bassett Creek Watershed Management Commission, 16145 Hillcrest Ln, Eden Prairie, MN 55346 (“GRANTEE”).

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

GRANTEE shall complete all grant requirements (“Grant Requirements”), if any, commencing April 1, 2021 and expiring April 1, 2022, unless cancelled or terminated earlier in accordance with the provisions herein.

The total amount of this grant, [including all reimbursable expenses], is Ten Thousand Dollars (\$10,000) (“Grant Funds”).

2. GRANT REQUIREMENTS

GRANTEE shall complete project titled “AIS Signage at Piers and Access Points.” Project work will follow the specific activities described in the Jan 14th, 2021 AIS Grant Application Budget Worksheet and Supplemental Materials as submitted by GRANTEE via Hennepin County Supplier Portal.

GRANTEE warrants that, when legally required, GRANTEE shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. GRANTEE further warrants that any material or item delivered by GRANTEE will not violate the United States copyright law or any property right of another.

3. GRANT DISBURSEMENT

COUNTY shall pay Grant Funds directly to GRANTEE after completion of the Grant Requirements, if any, and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. GRANTEE shall submit invoices. Payment shall be made within thirty-five (35) days from receipt of the invoice.

Except for the payments expressly set forth herein, costs and expenses for parking, mileage or transportation fees, copying and postage related fees, and all other costs or reimbursable expenses shall be paid by the GRANTEE and not reimbursed by the COUNTY.

Payments shall be made pursuant to COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in GRANTEE's name.

GRANTEE shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be sent to the central invoice receiving address supplied by COUNTY.

4. INDEPENDENT CONTRACTOR

GRANTEE shall select the means, method, and manner of performing Grant Requirements, if any. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting GRANTEE as the agent, representative, or employee of COUNTY for any purpose. GRANTEE is and shall remain an independent contractor under this Agreement. GRANTEE shall secure at its own expense all personnel required in completing Grant Requirements, if any, under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any work required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of GRANTEE's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of state, local or federal law, against GRANTEE, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

Each party hereto shall defend, indemnify, and hold harmless the other party, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including

reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of this Agreement, and against all loss by reason of the failure of the party to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of party personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

8. DUTY TO NOTIFY

GRANTEE shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against GRANTEE, its employees, officers, agents or subcontractors, which arises out of this Agreement. GRANTEE shall also notify COUNTY whenever GRANTEE has a reasonable basis for believing that GRANTEE and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of this Agreement.

9. DATA PRIVACY AND SECURITY

A. GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, COUNTY hereby notifies GRANTEE that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. GRANTEE shall promptly notify COUNTY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by GRANTEE does not necessarily make the data protected as such under any applicable law.

B. In addition to the foregoing MGDPA and other applicable law obligations, GRANTEE shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County Data” means any data or information, and any copies thereof,

created by GRANTEE or acquired by GRANTEE from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions provided to GRANTEE. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying GRANTEE's indemnification obligations herein.

C. Upon expiration, cancellation or termination of this Agreement:

- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, GRANTEE shall deliver to the Contract Administrator all County Data so specified by COUNTY.
- (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits GRANTEE to retain copies of the County Data, GRANTEE shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
- (3) Except to the extent required by law or as agreed to by COUNTY, GRANTEE shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, GRANTEE shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY unless such destruction is otherwise prohibited by law.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their 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, records, etc., which are pertinent to the accounting practices and procedures of GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. GRANTEE shall not assign, transfer or pledge this Agreement whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.
- C. GRANTEE shall not subcontract this Agreement whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement. Further, GRANTEE shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of any specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between GRANTEE and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. GRANTEE shall make contracts between GRANTEE and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between GRANTEE and a subcontractor, or a waiver or release by COUNTY of GRANTEE's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between GRANTEE and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, GRANTEE shall pay any subcontractor within ten (10) days of GRANTEE's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and GRANTEE shall comply with all other provisions of that statute.

12. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

13. DEFAULT AND CANCELLATION/TERMINATION

- A. If GRANTEE fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless GRANTEE's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until GRANTEE's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to GRANTEE.
- B. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE. Upon notice to GRANTEE of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to GRANTEE for the purpose of set-off until such time as the exact amount of damages due COUNTY from GRANTEE is determined. Following notice from COUNTY of the claimed breach and damage, GRANTEE and COUNTY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. This Agreement may be canceled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- F. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event GRANTEE has

performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, GRANTEE shall not be entitled to any payment for said work including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED GRANT REQUIREMENTS; INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. GRANT ADMINISTRATION

Tony Brough, Hennepin County Department of Environment and Energy, shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

Laura Jester, GRANTEE Administrator, 952-270-1990 shall manage the agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email/fax number (if available) of such substitute person and of any other subsequent substitute person.

16. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable federal, state and local statutes, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.
- D. If the source or partial source of funds for payment under this Agreement is from state monies, GRANTEE is bound by and shall comply with applicable law, rules, regulations, applicable documentation or other COUNTY directives relating to the source and utilization of such funds.

17. RECYCLING

COUNTY encourages GRANTEE to establish a recycling program for at least three materials, such as newsprint, office paper, glass, plastic, and metal.

18. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in GRANTEE's Form W-9 provided to COUNTY.

19. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE's knowledge, GRANTEE's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether GRANTEE will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

20. MEDIA OUTREACH

GRANTEE shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, GRANTEE (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the Grant Requirements performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

21. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations

between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

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By:

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COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA
By:

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Reviewed for COUNTY by:

ATTEST:

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Board Resolution No:
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GRANTEE

GRANTEE warrants that the person who executed this Agreement is authorized to do so on behalf of GRANTEE as required by applicable articles, bylaws, resolutions or ordinances.*

By: _____
Its: Chair

By: _____
Its: Secretary

*GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

Metropolitan Council Contract No. 21R004-B

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

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

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

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

II. SPECIFIC SCOPE OF SERVICES

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

a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of citizen-scientist volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples which will be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a monitoring form that describes the lake and weather conditions at the time of the monitoring event. Lakes will be visited from April through October of 2021 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled at the location as indicated on the site location map provided by the Council. The Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.

b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2021.

Lake name	DNR ID#	Number of monitoring events	Approximate monitoring interval	Quantity of new kits
Cavanaugh	27-0110	8 to 14	Biweekly	0
Lost	27-0103	8 to 14	Biweekly	0
Medicine, site 1	27-0104	8 to 14	Biweekly	0
Medicine, site 2	27-0104	8 to 14	Biweekly	0
Northwood	27-0627	1 to 7	Monthly	0
Parkers	27-0107	8 to 14	Biweekly	0
Sweeney, site 1	27-0035-01	8 to 14	Biweekly	0
Sweeney, site 2	27-0035-01	8 to 14	Biweekly	0
Twin	27-0035-02	8 to 14	Biweekly	0
Westwood	27-0711	1 to 7	Monthly	0

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

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the Watershed wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program and follow CAMP methods and procedures.
- e. Ensuring that the volunteers fill out a monitoring form during each monitoring event.
- f. Picking up the samples and the lake monitoring forms from their volunteers and delivering those items to the Watershed's central storage location. The Watershed will be responsible for providing the central storage location. The central storage location can be a Council facility, but the Watershed will be required to deliver the samples and monitoring forms to this facility. The samples are required always to be frozen.

- g. Storing its volunteers' samples until picked up by Council staff. The samples are required always to be frozen.
- h. Maintaining, storing, and restocking its monitoring kits.
- i. Delivering and picking up its monitoring kits to and from their volunteers.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey.
- b. Provide training for the volunteers.
- c. Pick up the samples and lake monitoring forms from the Watershed's central storage location and deliver them to the laboratory at approximately 2-month intervals starting in June.
- d. Review the results of the monitoring data.
- e. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- f. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to the volunteers' results to determine if any problems exist involving the volunteer's monitoring activities and what should be done to correct the problem.
- g. Provide and deliver to the Watershed the expendable monitoring items (e.g. sample containers, labels, filters, aluminum sheets, zip-style plastic bags, and lake monitoring forms). The expendable monitoring items will be delivered in the weeks preceding the start of the monitoring season. The cost of the expendable monitoring items is included in the annual participation fee.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the Watershed agrees to pay the Council the following amounts per lake site listed in section 2.01(b). The participation fee will be billed based on the quantity of monitoring events actually monitored or sampled.

Number of Monitoring events	Participation Fee (excludes monitoring equipment)
8 to 14	\$760
1 to 7	\$380
0	\$0

For lake sites requiring monitoring equipment, the cost for a kit of monitoring equipment is \$225 per kit.

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

3.03 Additional Analyses. The total amount specified in paragraph 3.01 does not include the cost of any additional analyses requested by the Watershed, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the Watershed and subject to the availability of Council resources for carrying out such analyses. The Council will bill the Watershed after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the Watershed will promptly reimburse the Council for any such costs billed. The costs for additional analyses are provided in Exhibit A.

3.04 Replacement of Durable Equipment. The total amount specified in paragraph 3.01 does not include the cost of replacing durable monitoring equipment, such as thermometers, Secchi disks, filter holders, hand pumps, graduated cylinders, sampling jugs, forceps, and tote boxes. The Council will provide and deliver durable monitoring equipment that needs replacement upon request from the Watershed. The Council will bill the Watershed for any such replaced durable monitoring equipment at the Council's actual cost, and the Watershed will promptly reimburse the Council for any such costs billed.

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2021, and will terminate on March 30, 2022, or following work completion and payment, whichever occurs first.

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

4.03 Watershed Personnel. Laura Jester, or such other person as may be designated in writing by the Watershed, will serve as the Watershed's representative and will assume primary responsibility for coordinating all services with the Council.

Laura Jester - Administrator
Bassett Creek Watershed Management Commission
c/o Keystone Waters
16145 Hillcrest Lane
Eden Prairie, MN 55346
952-270-1990

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

Brian Johnson
Metropolitan Council
2400 Childs Road
St. Paul, MN 55106
651-602-8743

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

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

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

4.08 Termination of Agreement. The Council and the Watershed will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to

the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of monitoring events occurring for each lake before termination versus the total monitoring events specified for each lake. The balance of the amounts will be refunded by the Council to the Watershed.

4.09 Force Majeure. The Council and the Watershed agree that the Watershed shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Council and the Watershed.

4.10 Audits. Pursuant to Minn. Stat. Section 16C.05, Subd. 5, the parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.

4.11 Relationship of Parties and their Employees. Nothing contained in this agreement is intended, or should be construed, to create the relationship of co-partners or a joint venture between the Council and the Watershed. No tenure or any employment rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, retirement, or other benefits available to the employees of one of the parties, including indemnification for third party personal injury/property damage claims, shall accrue to employees of the other party solely by the fact that an employee performs services under this agreement.

4.12 Severability. If any part of this agreement is rendered void, invalid or unenforceable such rendering shall not affect the remainder of this agreement unless it shall substantially impair the value of the entire agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

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

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION**

Date _____

By _____

Name _____

Its _____

Date _____

By _____

Name _____

Its _____

METROPOLITAN COUNCIL

Date _____

By _____

Name _____

Water Resources Assistant Manager

EXHIBIT A

Metropolitan Council Environmental Services Laboratory Prices for Additional Analyses		
Parameter	Laboratory Code	Price (per sample)
Nutrients (TP & TKN)	NUT-AHLV NUT-ALV	\$15.25
Chlorophyll	CLA-TR-CS CLA-CAMP	\$15.50
Phosphorus	P-AHLV P-ALV	\$15.25
Chloride	CL-AV2	\$15.75
Ortho-phosphorus	ORTHO-AV	\$7.75
Hardness	HARD-AV	\$7.25
Ca, Mg, Hardness via calculation	HARD-OESV	\$12.00
Alkalinity	ALK-AV	\$13.50
Sulfate	SO4-ICV	\$13.50
Metals (Cd, Cr, Cu, Pb, Ni, Zn)	MET-OESV MET-MSV2	\$36.00
Individual minerals (e.g. Fe)	XX-OESV	\$6.00 (per element)
Individual metals	XX-OESV XX-MSV2	
A parameter not on this list		Contact the Council's Contract Manager for specific pricing.

Contract No: PR00003090

GRANT AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Environment and Energy Department, 701 Fourth Avenue South, Suite 700, Minneapolis, Minnesota 55415 (“COUNTY”), and Bassett Creek Watershed Management Commission, 16145 Hillcrest Lane, Eden Prairie, MN 55346 (“GRANTEE”).

The parties agree as follows:

1. TERM AND AMOUNT OF GRANT

GRANTEE shall complete all grant requirements (“Grant Requirements”), commencing March 23, 2021 and expiring December 31, 2023, unless cancelled or terminated earlier in accordance with the provisions herein.

Items for which reimbursement is claimed by GRANTEE on the Cost-Share Voucher & Practice Certification Form (Attachment A) are to be supported by invoices/receipts for payments and will be verified by COUNTY as practical and reasonable. COUNTY has the authority to adjust the costs submitted for reimbursement where deemed appropriate. Attachment A, with necessary supporting documentation as referenced in Attachment B, can only be submitted to COUNTY on no more than a monthly basis for reimbursement.

Reimbursable expenses are limited to activities relating to the preparation of project specifications and designs, development of a sediment disposal plan, site restoration work, and related consulting fees as referenced in the Bassett Creek Watershed Management Commission Natural Resources Opportunity Grant Application received November 30, 2020, and as referenced in Attachment B.

The total amount of this grant is seventy-four thousand seven hundred forty-three dollars (\$74,743) (“Grant Funds”).

2. GRANT REQUIREMENTS

GRANTEE shall complete activities specified in the Hennepin County Natural Resources Opportunity Grant Application submitted by GRANTEE and as is further described in Attachment B to this Agreement or as approved by COUNTY. GRANTEE shall also provide expenses incurred in completing these activities using Attachment A to this Agreement. Administrative costs incurred by GRANTEE are not eligible for reimbursement.

In no case shall COUNTY provide payment to GRANTEE for the reapplication of a practice that was removed by the grantee during its effective life, as defined in Attachment B, without consent of COUNTY.

Grant Requirements are more fully described in Attachment B.

3. GRANT DISBURSEMENT

COUNTY shall pay Grant Funds directly to GRANTEE after completion of the Grant Requirements, and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. GRANTEE shall submit invoices using Attachment A (or a copy thereof) no more than monthly. Payment shall be made within thirty-five (35) days from receipt of the invoice.

Reimbursable expenses are limited to those defined in Attachment B and include fees related to design, construction/implementation, inspection, and development of operations and maintenance plans for activities as listed in Attachment B. Any reimbursable expense which exceeds seventy-four thousand seven hundred forty-three dollars (\$74,743) shall receive prior written approval from the Contract Administrator.

GRANTEE shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be sent to the central invoice receiving address supplied by COUNTY.

4. INDEPENDENT CONTRACTOR

GRANTEE shall select the means, method, and manner of performing Grant Requirements. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting GRANTEE as the agent, representative, or employee of COUNTY for any purpose. GRANTEE is and shall remain an independent contractor under this Agreement. GRANTEE shall secure at its own expense all personnel required in completing Grant Requirements, under this Agreement. GRANTEE's personnel and/or subcontractors engaged to perform any work required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of GRANTEE's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of state, local or federal law, against GRANTEE, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

5. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, GRANTEE shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service, or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

6. INDEMNIFICATION

Each party hereto shall defend, indemnify, and hold harmless the other party, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of this Agreement, and against all loss by reason of the failure of the party to perform any obligation under this Agreement.

For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of party personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

7. INSURANCE

INTENTIONALLY OMITTED

8. DUTY TO NOTIFY

GRANTEE shall promptly notify COUNTY of any demand, claim, action, cause of action, or litigation brought against GRANTEE, its employees, officers, agents or subcontractors, which arises out of this Agreement. GRANTEE shall also notify COUNTY whenever GRANTEE has a reasonable basis for believing that GRANTEE and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge, or litigation arising out of this Agreement.

9. DATA PRIVACY AND SECURITY

- A. GRANTEE, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, COUNTY hereby notifies GRANTEE that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. GRANTEE shall promptly notify COUNTY if GRANTEE becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by GRANTEE does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, GRANTEE shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County Data” means any data or information, and any copies thereof, created by GRANTEE or acquired by GRANTEE from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If GRANTEE has access to or possession/control of County Data, GRANTEE shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions provided to GRANTEE. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, GRANTEE shall notify COUNTY of the inconsistency and follow COUNTY direction. GRANTEE shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying GRANTEE’s indemnification obligations herein.

- C. Upon expiration, cancellation or termination of this Agreement:
- (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, GRANTEE shall deliver to the Contract Administrator all County Data so specified by COUNTY.
 - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits GRANTEE to retain copies of the County Data, GRANTEE shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
 - (3) Except to the extent required by law or as agreed to by COUNTY, GRANTEE shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, GRANTEE shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY unless such destruction is otherwise prohibited by law.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their 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, records, etc., which are pertinent to the accounting practices and procedures of GRANTEE and involve transactions relating to this Agreement. GRANTEE shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. GRANTEE binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. GRANTEE shall not assign, transfer or pledge this Agreement whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by GRANTEE, the assignee and COUNTY. Permission to assign, however, shall under no

circumstances relieve GRANTEE of its liabilities and obligations under the Agreement.

- C. GRANTEE shall not subcontract this Agreement whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve GRANTEE of its liabilities and obligations under the Agreement. Further, GRANTEE shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of any specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between GRANTEE and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. GRANTEE shall make contracts between GRANTEE and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between GRANTEE and a subcontractor, or a waiver or release by COUNTY of GRANTEE's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between GRANTEE and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, GRANTEE shall pay any subcontractor within ten (10) days of GRANTEE's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and GRANTEE shall comply with all other provisions of that statute.

12. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

GRANTEE and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied,

modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.

- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DEFAULT AND CANCELLATION/TERMINATION

- A. If GRANTEE fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless GRANTEE's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until GRANTEE's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to GRANTEE.
- B. Notwithstanding any provision of this Agreement to the contrary, GRANTEE shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by GRANTEE. Upon notice to GRANTEE of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to GRANTEE for the purpose of set-off until such time as the exact amount of damages due COUNTY from GRANTEE is determined. Following notice from COUNTY of the claimed breach and damage, GRANTEE and COUNTY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. This Agreement may be canceled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- F. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, GRANTEE shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event GRANTEE has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, GRANTEE shall not be entitled to any payment for said work including but not limited to incurred costs of performance,

termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.

- G. GRANTEE has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: SERVICES TO BE PROVIDED GRANT REQUIREMENTS; INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA PRIVACY AND SECURITY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

15. GRANT ADMINISTRATION

Ellen Sones (ellen.sones@hennepin.us; 612-596-1173) (“Grant Administrator”), or successor, shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and GRANTEE.

Laura Jester (laura.jester@keystonewaters.com; 952-270-1990), or successor, shall manage the agreement on behalf of GRANTEE. GRANTEE may replace such person but shall immediately give written notice to COUNTY of the name, phone number, and email/fax number (if available) of such substitute person and of any other subsequent substitute person.

16. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. GRANTEE shall comply with all applicable federal, state and local statutes, funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. GRANTEE certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.
- C. If the source or partial source of funds for payment under this Agreement is from federal or state monies or from a federal, state or other grant source, GRANTEE is bound by and shall comply with applicable law, rules, regulations, applicable

documentation or other COUNTY directives relating to the source and utilization of such funds.

17. RECYCLING

COUNTY encourages GRANTEE to establish a recycling program for at least three materials, such as newsprint, office paper, glass, plastic, and metal.

18. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to GRANTEE shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in GRANTEE's Form W-9 provided to COUNTY.

20. CONFLICT OF INTEREST

GRANTEE affirms that to the best of GRANTEE's knowledge, GRANTEE's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to GRANTEE, GRANTEE shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether GRANTEE will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

21. MEDIA OUTREACH

GRANTEE shall notify COUNTY, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, GRANTEE (i) that reference or otherwise use the term "Hennepin County," or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern the County of Hennepin, this Agreement, the Grant Requirements performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

22. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

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By:

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Reviewed for COUNTY by:

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GRANTEE

GRANTEE warrants that the person who executed this Agreement is authorized to do so on behalf of GRANTEE as required by applicable articles, bylaws, resolutions or ordinances.*

By:

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By:

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*GRANTEE represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

Attachment B

Bassett Creek Main Stem Lagoon Dredging Project

Project Summary

This project will remove and properly dispose of 39,600 cubic yards of contaminated sediment from three man-made lagoons that lie along Bassett Creek in Theodore Wirth Regional Park in Minneapolis. The lagoons were constructed in the 1930's to improve aesthetics and recreation within the park but are acting as de facto stormwater ponds and have filled with sediment over the last 90 years. This project will increase both the water quality and flood capacity of these water features as well as downstream waters.

This Opportunity Grant will fund \$74,743 of the estimated \$3,184,600 project cost to complete the excavation of the lagoons and will be leveraged with other funding sources, including from the Bassett Creek Watershed Management Commission and the Board of Water and Soil Resources.

Because of the large, 40 square-mile drainage area to the site, this project could have annual benefits approaching 156,000 pounds of sediment and 600 pounds of phosphorus captured annually.

Approved Budget Activities

Reimbursable expenses are limited to activities outlined in the grant application (as identified in the Hennepin County Natural Resources Opportunity Grant Application, titled 'Bassett Creek Main Stem Lagoon Dredging Project', dated November 30, 2020) and supplemental information submitted to Hennepin County staff via email following the original application. Reimbursable expenses include the preparation of project specifications and designs, development of a sediment disposal plan, site restoration work, and related consulting fees.

Hennepin County Natural Resource Opportunity Grant reimbursements, with said work, shall not exceed \$74,743 for reimbursable project expenses.

The effective life of this practice, for purposes of this grant, is twenty (20) years.

Reporting Requirements/Deliverables

The following reporting items are required during or following completion of the project, as listed, to receive reimbursement of Grant Funds:

- Project Design and Specifications prior to installation of the project.
- All invoices for completed consultant and/or contractor work.
- Approval of in-kind contributions prior to work.

- Certification that the project was completed according to the approved plans and specifications following work.
- Operation and Maintenance plans covering the life of the practice.
- Final Project Report (see standard template).



April 15, 2021

Catherine Cesnik, Chair
Bassett Creek Watershed Management Commission
c/o 16145 Hillcrest Lane
Eden Prairie, MN 55346

**Re: Agreement for Engineering Services
Bassett Creek Watershed Management Commission**

Dear Chair Cesnik:

Thank you for retaining Barr Engineering Co. (Barr) as the Commission Engineers. We will do our best to justify your expression of confidence in us. This letter, together with our Standard Terms (attached) sets forth the Agreement between Bassett Creek Watershed Management Commission (Commission or Client) for engineering and planning services as assigned and approved by the Commission in accordance with the attached terms and conditions and fee schedule.

The scope of professional consulting services we will provide include:

- a. Technical Services: day-to-day technical operations of the Commission, such as preparing for, and follow-up from, the Commission, TAC and other meetings, communicating with and advising the Commission and/or designated staff on general technical matters, and communicating with Commissioners, Administrator, member cities, developers, agencies, and other entities.
- b. Development/Project Reviews: technical reviews of developments within the watershed and related correspondence.
- c. Non-Fee and Preliminary Reviews: technical reviews of MDNR permit applications and preliminary development proposals within the watershed, performance of other non-fee reviews and correspondence.
- d. Commission and TAC Meetings: attend monthly Commission meetings, periodic TAC meetings and, as requested, any other meetings.
- e. Surveys & Studies: Commission-directed special studies, feasibility studies, surveys, watershed tours, questions and other items that arise during the year, as requested by the Commission and its staff.
- f. Water Quality/Monitoring: lake and stream monitoring, aquatic plant management/aquatic invasive species management, general water quality-related tasks that arise, and reporting.
- g. Water Quantity: tasks associated with the Commission's lake and stream level gauging program including (1) measuring water levels on Medicine Lake, Sweeney Lake, Parkers Lake, Westwood Lake, Crane Lake (Ridgedale Pond), Northwood Lake, Bassett Creek Park Pond and Wirth Park storage areas; (2) periodically reading stages, or gauging the stream, at the new tunnel entrance, at Highway 100 (main stem), at Wisconsin Avenue, at Sweeney Lake, at Medicine Lake outlet, at Winnetka Avenue (north branch), at 26th Avenue (Plymouth Creek fish barrier), and at other selected locations during periods of high flow; (3) periodic surveys of benchmarks.

- h. Flood Control Project: regular inspections of flood control project features completed by the Commission including: Minneapolis (double box culvert, deep tunnel, open channel); Golden Valley (Highway 55 control structure & ponding area, Golden Valley Country Club box culvert, embankment and downstream channel, Noble Avenue crossing, Regent Avenue crossing, Westbrook Road crossing, Wisconsin Avenue crossing); Crystal (Markwood Area box culvert and channel improvements, Edgewood embankment and ponding, Highway 100/Bassett Creek Park Pond, 32nd Avenue crossing, Brunswick Avenue crossing, 34th Avenue crossing, Douglas Drive crossing, Georgia Avenue crossing, 36th-Hampshire Avenue crossing, channel improvements); Plymouth (Medicine Lake outlet structure, Plymouth Creek fish barrier). Includes design of maintenance and repairs at the direction of Commission and its staff.
- i. Review Municipal Plans: review member cities' local water management plans and amendments, adjacent WMO plans and amendments, and member cities' official controls for conformance with the BCWMC Watershed Management Plan.
- j. Watershed Outlet Monitoring Program: continue collecting flow data to maintain the rating curve at the WOMP station, in cooperation with the Metropolitan Council.
- k. Annual XP-SWMM Model Updates/Reviews: update the XP-SWMM model.
- l. TMDL Implementation Reporting: update the P8 model to be used in support of TMDL implementation reporting.
- m. Outreach and Education: assist with the annual report, education and public communications at the direction of Commission and its staff.
- n. Capital Improvement Projects (CIP): assist in administering the CIP program, including reviewing CIP feasibility studies and construction plans and preparing memos for Commission meetings, preparing CIP feasibility studies (by separate work scope approval), designing CIP projects (by separate work scope approval), developing/updating the 5-year CIP, developing the maximum levy request to Hennepin County and attending the County committee meeting, developing/certifying the annual levy request, and assisting with grant applications and administration/reporting for CIP projects,
- o. Planning: assist with watershed management planning at the direction of Commission and its staff.
- p. Perform other duties as assigned and at the direction of Commission and its staff.

During the term of this Agreement, Barr agrees to maintain the following types of insurance and policy limits:

- a. Workers' Compensation and Employers' Liability
 1. Coverage A: Per State Statute
 2. Coverage B: \$500,000 Each Accident
 - \$500,000 Disease – Policy Limit
 - \$500,000 Disease – Each Employee
- b. Commercial General Liability
 1. \$2,000,000 General Aggregate
 2. \$2,000,000 Products – Completed Operations Aggregate
 3. \$1,500,000 Each Occurrence (death, injury, property damage)

- c. Commercial Automobile Liability
\$1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability provides coverage for the following automobiles:

1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

- d. Umbrella Liability
1. \$10,000,000 Each Claim
\$10,000,000 Annual Aggregate

The Umbrella Liability provides excess limits for the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability policies.

- e. Professional and Pollution Incident Liability
Professional Liability insurance including Pollution Incident Liability coverage with limits of not less than \$5,000,000 Per Claim/\$5,000,000 Annual Aggregate.

The Commission shall be named as an additional insured on the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability policies.

Barr acknowledges that the Commission has the ability to contract with other firms for specific projects or studies.

Barr's BCWMC leadership team and its day-to-day contacts include Karen Chandler, Vice President and Project Manager and Jim Herbert, Vice President and Project Principal.

This Agreement will be effective until April 30, 2023 and may be terminated by the Commission or Barr at any time. For the services provided, you will pay us according to the attached Standard Terms.

If this Agreement is satisfactory, please sign this letter in the space provided, and return it to us.

Sincerely yours,

BARR ENGINEERING CO.



Jim Herbert

Its Vice President

Accepted this 15 day of April, 2021

BASSETT CREEK WATERSHED MANAGEMENT COMMISSION

By _____

Its Commission Chair _____

BASSETT CREEK WATERSHED MANAGEMENT COMMISSION

By _____

Its Commission Secretary _____

Attachments

- Standard Terms—Professional Services—Bassett Creek Watershed Management Commission
- BCWMC Addressing Potential Conflicts of Interest, Approved November 17, 2020
- Fee Schedule
- Addendum to Fee Schedule
- Rental Equipment Rate Schedule



STANDARD TERMS—PROFESSIONAL SERVICES – Bassett Creek WMC

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Our Responsibilities

- 1.1 We will provide the professional services (“Services”) described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.
- 1.8 Barr will work to the best of its ability to stay within the budget of specific BCWMC Operating Budget lines and will communicate with the BCWMC administrator when it discovers or becomes apparent that budgets are not aligned.
- 1.9 We will comply with the “BCWMC Addressing Potential Conflicts of Interest”, Approved November 17, 2020, attached to this Agreement.

Section 2: Your Responsibilities

- 2.1 You will provide access to property.
- 2.2 You will provide us with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of our Services.
- 2.3 You agree to provide us with information on contamination and dangerous and hazardous substances and processes we may encounter in performing the Services and related emergency procedure information.
- 2.4 You agree to make disclosures required by law.
- 2.5 You agree to consult with us when developing the Operating Budget and communicate the budget figures to direct our work.

Section 3: Reports and Records

- 3.1 We will allow you, or your duly authorized agents, and the state auditor or legislative auditor reasonable access to our books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents prepared for you will be “works made for hire” as defined under 17 U.S.C. §101, for which you have the sole and exclusive right, title and interest, including all rights to ownership and copyright or patent. We will retain the right to all software, intellectual property, and templates that are not a project-specific deliverable as well as to individual features of any design which we would reasonably expect to be able to recreate in whole or in part for other projects.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

Section 4: Compensation

- 4.1 You will pay for the Services as agreed or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.
- 4.2 You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 35 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.

- 4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.
- 4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.
- 4.5 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

- 5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2 Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.
- 5.4 If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.
- 5.5 The law of the state of Minnesota will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

- 6.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured will be limited to losses caused by our sole negligence.
- 6.2 This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for each of us making specific reference to the provision modified may modify it.
- 6.3 Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under

this Agreement.

- 6.4 Only a writing may terminate this Agreement. We will receive an equitable adjustment of our compensation as well as our earned fees and expenses if our work is terminated prior to completion.
- 6.5 We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- 6.6 Neither we nor you, including our officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.
- 6.7 All services provided pursuant to this Agreement shall be provided by us as an independent contractor and not as an employee of BCWMC for any purpose. Any and all officers, employees, subcontractors, and agents of BCWMC, or any other person engaged by us in the performance of work or services pursuant to this Agreement, shall not be considered employees of BCWMC. Any and all actions which arise as a consequence of any act or omission on the part of us, our officers, employees, subcontractors, or agents, or other persons engaged by us in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of BCWMC.
- 6.8 Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. We will immediately report to you any requests from third parties for information relating to this Agreement. We agree to promptly respond to inquiries from you concerning data requests.

End of Standard Terms

BCWMC Addressing Potential Conflicts of Interest
Approved November 17, 2020

This framework is meant to clarify the process for addressing potential Commission Engineer COI so that staff has clear direction and staff and commissioners have congruent expectations.

Barr will continue to operate within the provisions of MN Administrative Rule 1805.0300. In all cases of actual or potential conflicts, transparency about the situation and reporting by and to all parties is of utmost importance.

Administrative review (no approval needed)

- Projects in the Bassett Creek watershed related to water or natural resources that do not require commission review or approval (such as natural resources protection plans, environmental impact statements, response action plans, etc.)
 - a. This is for scenarios where the provisions in Minn. R. 1805.0300 do not apply because there is no actual conflict, nor is the Commission Engineer being compensated by the commission for the same project

Administrative waiver (Administrator, Chair and Attorney):

- Projects where the administrator documents in writing findings on the clear unity of interest, secures the consent of the chair and advice of attorney, and the timeframe of the work is either emergency in nature or requires an expedited timeline such that there is not time for Commission approval; and the administrative waiver is disclosed at the next Commission meeting. (Administrator can always choose to bring the matter to the commission.)

Commission waiver required:

- Projects that require Commission review and approval (whether by the commission proper or the administrator under delegated authority)
 - a. In these scenarios, the Commission will determine whether to:
 - a. waive the conflict
 - b. waive the conflict and contract with an outside firm for review or other remedies deemed appropriate
 - c. decline to waive the conflict



Fee Schedule—2021

Rev. 12/26/2020

Description	Rate* (U.S. dollars)
Principal	\$160-295
Consultant/Advisor	\$185-250
Engineer/Scientist/Specialist IV	\$155-180
Engineer/Scientist/Specialist III	\$125-150
Engineer/Scientist/Specialist II	\$95-120
Engineer/Scientist/Specialist I	\$65-90
Technician IV	\$155-180
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$65-90
Support Personnel III	\$155-180
Support Personnel II	\$95-150
Support Personnel I	\$65-90

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses including, but not limited to, costs of transportation, lodging, parking, postage, shipping and incidental charges will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr’s standard rate schedules.

Principal category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g. engineers, geologists, and landscape architects), and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

*Rates do not include sales tax on services that may be required in some jurisdictions.



Addendum to Fee Schedule—2021

Rev. 4/15/2021

Bassett Creek WMC Key Staff	Rate* (U.S. dollars)
James P. Herbert, Principal Engineer/Scientist	\$200
Karen L. Chandler, Principal Engineer/Scientist	\$185

*Rates to be adjusted annually.



Bassett Creek Watershed Management

MEMO

To: BCWMC Commissioners and Alternate Commissioners
From: Laura Jester, Administrator and Education Committee
Date: April 7, 2021

RE: BCWMC Education Committee Recommendations

The BCWMC Education Committee met on March 22nd to discuss education needs, programming and budget for 2021. The committee reviewed educational activities already included in the 2021 operating budget (see budget/workplan, page 3). They also discussed and recommend the following additional activities (also included in budget/workplan, page 3).

\$500 Training for Commissioners

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. In 2020 \$160 were used.

\$250 Dog Waste Bag Dispensers (150)

These are a popular item at events. Inventory is low and there may be in-person events later this year or early next year.

\$6,000 "Making Connections" Educational Videos – see attachment

Committee recommends continuation of monthly videos with focus on interviews with BCWMC residents, staff, and volunteers for "Making Connections" campaign. See proposed education/videos list attached.

\$1,000 Review Existing Education Programming

The committee discussed the importance of reaching children with water-related education. It was acknowledged that the West Metro Water Alliance (WMWA) implements a popular 4th grade in-classroom (or via video) education project on watersheds. BCWMC is a member of WMWA and financially contributes up to \$13,000 per year. BCWMC also supports the Children's Water Festival and the River Watch Program, which is aimed at high school students. The committee wondered what type of summer camps or youth programming with a water focus might already exist in the BCWMC and if there are opportunities to collaborate with or augment existing programs. The committee recommends that Dawn Pape spend up to \$1,000 of her time researching existing programs and collaboration/augmentation possibilities.

\$2,300 Bassett's Creek Park Restoration and Engagement Project – see attachment

The Bassett's Creek Park Volunteer Stewardship Group is developing a long-term plan for invasive species removal, native species restoration, and community engagement with Bryn Mawr Neighbors and adjacent neighborhoods in Minneapolis. The group is working with a professional restoration ecologist to develop the restoration plan for Bassett's Creek Park. They recently received grant funding from the Bryn Mawr Neighborhood Association and are likely to receive funding from a Hennepin County Green Partners Grant. They are seeking partnership and \$2,300 from BCWMC to help fund their project. Commissioner Welch and I have met with the group's leaders and support their efforts. The BCWMC Education Committee reviewed their proposal (attached) and recommends approval of the funding. The committee also conveyed the need to connect with the volunteers, provide education on water-related subjects, and solicit their assistance with disseminating educational materials such as the Salt Smart cards. Further, the committee requests documentation of the project including before, during and after photos.

Future 2021 Education Committee Items:

- Exploring possibility of using remaining education funds of up to \$3,770 to
 - Help fund a BCWMC intern from Dougherty Family College as requested by Alternate Commissioner McDonald Black; or
 - Provide water education to children through camp programming or other venues
- Planning for possible watershed tour in fall 2021
- Development of AIS prevention signage per Hennepin County AIS Prevention Grant
- Ideas to help market Annual Salt Symposium
- Purchase of additional creek crossing signs for major roads

Recommended 2021 Education and Outreach Budget and Work Plan

	Activity	Recommended Budget	Budget Notes	Description
1	Publications/Annual Report	\$1,300	As set in operating budget	Existing line item in operating budget to develop Commission's Annual Report
2	Website Hosting/Maintenance	\$1,800	As set in operating budget	Existing line item in operating budget for website maintenance and hosting
3	Public Communications	\$1,000	As set in operating budget	Existing line item in operating budget for required public notices.
4	Watershed Education Partnerships			
	a. Citizen Assisted Monitoring Program	\$6,840	Set in operating budget for \$7,000	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 in April
	b. River Watch Program	\$2,000	As set in operating budget	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	\$3,000	As set in operating budget	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	\$0	Set in operating budget for \$300	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. Funding contributions are not being solicited this year due to budget surplus from last year
	e. Metro Blooms Workshops	\$1,500	As set in operating budget	Workshops are geared toward planting resilient yards including alternative turf, raingardens, and native plants. BCWMC cities coordinate with Metro Blooms to schedule an event.
	f. Metro Blooms Harrison Neighborhood Project Support	\$3,500	As set in operating budget	This is for local match for projects coordinated by Metro Blooms in the MPLS Near North Neighborhoods; previously under Education and Public Outreach
	4. Subtotal	\$16,840		
5	Education and Public Outreach			
	a. West Metro Water Alliance	\$6,000 - \$13,000	Set in operating budget for \$13,000	Contract approved by BCWMC 2/19/15 for annual \$13,000 contribution. First half (\$6,000) to be paid in April 2021. Very likely the remaining \$7,000 will not be invoiced due to WMWA fund balance. Administrator attends monthly WMWA meetings and is involved with this organization and its activities.
	b. Prairie Moon Native Seeds	\$0	Committee recommendation	Don't recommended purchasing this year as events are unknown and seeds are perishable.
	c. Training for Commissioners (registrations, fees)	\$500	Committee recommendation	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. In 2020 \$160 were used.
	e. Purchase of dog waste bag dispensers	\$250	Committee recommendation	These are a popular item at events. Inventory is low and there may be in-person events later this year or early next year. \$250 should purchase 150 dispensers
	f. Creek crossing signs	\$0	May be considered later in 2021	Currently have signs at 7 crossings in Plymouth and Golden Valley. Don't recommend purchasing more at this time.
	g. Chloride Education	\$0	May be considered later in 2021	No specific chloride education planned in 2021
	h. Social Media	\$3,990	Already set in contract with Dawn Pape	Previously in Administrative Services Budget. Contracted with Dawn Pape for this amount
	i. Educational column writing	\$3,240	Already set in contract with Dawn Pape	Previously in Administrative Services Budget. Contracted with Dawn Pape for this amount
	j. "Making Connections" educational videos w/ interviews	\$6,000	Committee recommendation	Committee recommends continuation of monthly videos with focus on interviews with BCWMC residents, staff, and volunteers to create "Making Connections" campaign. See proposed education/videos list attached.
	k. Review and/or collaborate with existing education programming	\$1,000	Committee recommendation	Committee recommends that Dawn Pape reach TRPD, MPRB, and Westwood Nature Center to understand existing water-related education and determine possible collaboration
	l. Bassett's Creek Park Restoration and Engagement	\$2,300	Committee recommendation	Committee recommends funding and notes need for connections with volunteers and education outcomes. See Bassett's Creek Park Restoration Proposal
	5. Subtotal	\$23,280 - \$30,280		
	TOTAL	\$44,220 - \$51,220		TOTAL EDUCATION BUDGET in 2021 OPERATING BUDGET = \$47,450
6	Unassigned Education Funds	up to \$3,770		If WMWA dues are only \$6,000 in 2021

Bassett's Creek Park: Long-Term Plan for Invasive Species Removal & Native Species Restoration, Technical Support, Revegetation Resources

Coordinators. Anna Peterson and Ryan Atwell, Bassett's Creek Park Volunteer Stewardship Group Coordinators, Bryn Mawr Residents, 280 Vincent Ave. N., Area 7
Alex Roth, Ecologist, Friends of the Mississippi River

Background. Bassett's Creek Park (BCP) connects Bryn Mawr with the more culturally and economically diverse Harrison Neighborhood of North Minneapolis. As part of a public input process informing the North Service Area Master Plan (NSAMP) adopted by Minneapolis Park and Recreation Board (MPRB) in 2018, residents of both neighborhoods identified their top priorities for BCP as: 1) improved creek access, and 2) naturalized areas / native plantings.

Currently, the creek corridor and woodlands throughout BCP are dominated by buckthorn, an invasive shrub species. Thick buckthorn growth blocks access to the creek, outcompetes native vegetation, and minimizes visibility in the park, decreasing safety and aesthetic beauty. The result is a degraded natural community that is a barrier to human recreation, is susceptible to erosion, and provides poor habitat for wildlife, birds, and pollinators.

Since 2013, the BCP Volunteer Stewardship Group has been working to remove buckthorn, garlic mustard, and other invasive species from BCP. Informal groups of neighborhood residents have been working on this problem even longer. In 2020, 31 residents donated 215 volunteer hours to this project. In addition, Bassett's Creek Watershed Management Commission (BCWMC) is currently in the process of implementing two projects in BCP in the next five years aimed at improving stream access and ecological function in riparian and wetland areas.

While these efforts have the potential to assist MPRB in working towards its stated goals of removing invasive species and managing BCP for native plant communities and high-quality recreational opportunities, MPRB faces limited resources. Additional partnerships, resources, and a long-term plan agreed to by all parties involved is needed to ensure the cooperation, continuity, and maintenance necessary for the success of these interrelated efforts.

Proposed. To build on the history of hard work by resident volunteers and ensure coordination among partners working in BCP, the BCP Volunteer Stewardship Group proposes contracting Friends of the Mississippi River (FMR) to develop a long-term science-based stewardship plan that will guide: a) strategic removal of remaining buckthorn and other invasive species throughout BCP, and b) prevention of regrowth through cultivating native species including prairie grasses, wildflowers, flowering shrubs, and trees. This plan would improve recreation and safety, sight lines, creek access, aesthetic beauty, habitat for wildlife, birds, and pollinators, erosion control, water quality, carbon storage, and climate resilience.

Friends of the Mississippi River (FMR) has created over 80 management plans for 9,000+ acres throughout the Twin Cities Metro Area, including volunteer-led plans for other Minneapolis parks in partnership with MPRB. Their ecologists use efficient, effective methods for buckthorn

removal and native species restoration, and are actively restoring over 30 sites in the metro. FMR is committed to long-term continuity, success, and maintenance of projects they plan.

FMR would create this plan and provide long-term guidance, support, and resources. The BCP Volunteer Stewardship Group would continue to implement the work laid out in the plan through volunteer efforts, education, and outreach focused in the Bryn Mawr and Harrison neighborhoods. This proposal also includes funding for technical support from FMR, equipment, seeding, and planting to guide continuing work by the BCP Volunteer Stewardship Group during the 2021 season to build on 2020 momentum while the long-term plan is being developed.

Upon its completion in Fall of 2021, this plan would result in a partnership and written MOU among the BCP Volunteer Stewardship Group, FMR, MPRB, and BCWMC. Project coordinators have approached Jeremy Barrick, Assistant Superintendent of MPRB who oversees the Natural Resources division, and Laura Jester, Administrator of BCWMC, both of whom have indicated support for this partnership and MOU. This plan would guide joint and complementary restoration activities in BCP among partners over the next decade. It would provide a clear path that would empower partners to work together for success of mutually shared goals.

Budget. Total \$5800 (*priorities in order of importance*)

\$4000 (*\$1700 BMNA*) 10-year plan developed by FMR staff ecologist Alex Roth to guide long-term volunteer-led removal of buckthorn and restoration of native species in BCP.

\$1200 Technical support from FMR to guide volunteer work in spring and summer 2021 while long-term plan is developed, including timing of buckthorn removal, planting, and reseeding, as well as participation in the public input process.

\$600 (*\$600 BMNA*) Native plantings (mostly shrubs) and seed mix. Plantings would complement 2021 planting of 180 trees in BCP by MPRB to replace Ash trees removed in 2019-2020.

Leveraging Additional Funding

Project coordinators have identified additional funding through Hennepin County Green Partners Grants (applications due May/June 2021, funds available Aug/Sept 2021), and local businesses to match BMNA and BCWMC funds. Additional funding from these sources would be used for outreach, education, public input, events, and supplies in the Bryn Mawr and Harrison neighborhoods to support implementation of this plan and its partnerships.

This includes citizen education and outreach to determine ideal future forest, grassland, and stream corridor plant communities, as well as whether some mature trees should be removed to facilitate long-term health of native species in target communities. It also includes intentional engagement of communities of color, renters, and other underrepresented populations to engage and consider the perspectives of as many park users as possible.

Once the 10-year plan is finalized in winter 2021-22, coordinators will work with partners to seek funding for ongoing project implementation through Hennepin County's Natural Resources Grants and other funding sources to support and augment volunteer efforts. Having a plan in place and official partnerships established would make the Bassett's Creek Park restoration effort competitive in attracting larger scale implementation funding. Such funding would be beneficial in most efficiently achieving the desired future conditions outlined in this proposal.

Project Coordinator Bios

Anna Peterson, Ph.D., Conservation Biologist, NatureWerks

Anna has worked for twenty years as a bird migration biologist, habitat ecologist, and educator with organizations such as the U.S. Fish and Wildlife Service, The National Park Service, University of Minnesota, and several other colleges and universities. Her love of teaching and birds has found her in varied roles including running remote bird research stations, consulting on wind turbine and cell tower placement in bird migration corridors, leading citizen science efforts, and facilitating field-study courses. Anna and her spouse Ryan are coordinators of the Bassett's Creek Park Stewardship Group and residents of Bryn Mawr, Area 7.

Ryan Atwell, Ph.D., Environmental Sociologist, NatureWerks

Ryan brings two decades of experience as a social-ecological systems scientist leading public outreach, education, and input processes with organizations including the National Park Service, the US Forest Service, the US Department of Agriculture, Minnesota Pollution Control Agency, The Nature Conservancy, and several colleges and universities. Ryan loves teaching and mentoring people of all ages and walks of life in environmental science, including facilitating citizen science efforts. His work includes evaluation of ecological restoration efforts.

Alex Roth, Ph.D., Ecologist, Friends of the Mississippi River

Alex has ten years of experience in ecological restoration. He obtained his PhD in Forest Ecology in the Natural Resources Science and Management at the University of Minnesota. He also holds a minor in Risk Analysis for Invasive Species and Genotypes. Alex has a breadth of experience in both research and land management, having spent time with organizations such as the Ohio EPA, the University of Notre Dame, and The Nature Conservancy. Alex serves as the ecologist on a variety of FMR projects, surveying natural communities, writing natural resource management plans, designing restorations, overseeing contractors, and helping with volunteer projects. He also works to engage research partners and establish citizen science monitoring programs.

BCWMC 5-year Capital Improvement Program: 2022 – 2027 CIP List (Approved March 2021; orange rows subject to plan amendment approval and adoption)

Project Name	City	Number	2020	2021	2022	2023	2024	2025	2026	2027	2028	City and Grant Funds	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) ¹	GV, Crystal, New Hope	BC-2,3,8, 10	\$500,000 (+\$1,031,500 in 2019)		\$300,000	\$1,000,000		\$600,000	\$700,000			\$4,131,500	\$8,263,000
Water quality improvements in Bryn Mawr Meadows, Main Stem Watershed ²	MPLS	BC-5	\$100,000	\$412,000								\$400,000	\$912,000
Medley Park Stormwater Treatment Facility ³	GV	ML-12			\$400,000	\$300,000	\$800,000					\$500,000	\$2,000,000
Mt. Olivet Stream Restoration Project	PLYM	ML-20		\$178,100									\$178,100
Dredging accumulated sediment in Main Stem Bassett Creek Lagoons, Wirth Park ⁴	GV/MPLS	BC-7		\$600,000	\$1,100,000	\$534,000	\$200,000					\$325,000	\$2,759,000
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										\$380,000
Parkers Lake Drainage Improvement Project	Plymouth	PL-7		\$485,000									\$485,000
Bassett Creek Main Stem Restoration - Regent Ave to Golden Valley Rd	Golden Valley	2024-CR-M					\$100,000	\$600,000					\$700,000
Bassett Creek Park WQ Improvement Project	Minneapolis	BC-11					\$200,000	\$300,000					\$500,000
Ponderosa Woods Stream Restoration	Plymouth	ML-22					\$475,000						\$475,000
Sweeney Lake Water Quality Improvement Project (alum + carp management) ⁵	Golden Valley	SL-8	\$20,000	\$218,080								\$330,000	\$568,080
Cost share purchase of high efficiency street sweeper	Plymouth	ML-23		\$81,600									\$81,600
Crane Lake Chloride Reduction Demonstration Project at Ridgedale Mall	Minnetonka	CL-4							\$300,000				\$300,000
Plymouth Creek Restoration Project Old Rockford Rd. to Vicksburg Ln.	Plymouth	2026CR-P							\$500,000				\$500,000
Beacon Heights 2 nd Addition Stormwater Improvement Project	Plymouth	ML-24			\$90,000	\$60,000							\$150,000
Cost share purchase of high efficiency street sweeper	Golden Valley	BC-12						\$150,000					\$150,000
Toledo Ave/Minnaqua Pond Stormwater Improvements & Flood Reduction ⁶	Golden Valley	BC-13								\$300,000	\$400,000	\$3,300,000	\$4,000,000
Plymouth Creek Restoration Dunkirk to Yuma and Vicksburg to Cty Rd 9	Plymouth	2027CR-P								\$600,000			\$600,000
Flood Control Project Double Box Culvert Repairs	Minneapolis	FCP-1								\$700,000	\$500,000		\$1,200,000
Estimated Total Project Cost for Levy			\$1,500,000	\$1,974,780	\$1,890,000	\$1,894,000	\$1,775,000	\$1,650,000	\$1,500,000	\$1,600,000	\$900,000+	\$8,986,500 ^A	\$24,701,780
Estimated Use of BCWMC Closed Project Account Funds			\$0	\$500,000	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0			
Estimated Total BCWMC Levy			\$1,500,000	\$1,474,780	\$1,790,000	\$1,794,000	\$1,675,000	\$1,650,000	\$1,500,000	\$1,600,000	Incomplete		

¹ At least 50% of total project costs paid from MDNR Flood Hazard Mitigation Grants + county and city funding. ² BWSR Clean Water Fund grant. ³ Golden Valley to provide estimated \$500,000. ⁴ \$250,000 BWSR Watershed Based Implementation Funding + \$75,000 Hennepin Co grant. ⁵ Federal 319 grant from MPCA. ⁶ HSEM \$2,250,000 + City \$750,000 + TRPD \$300,000.

^ATotal may not account for all city contributions towards projects. Additional grant funds and city contributions are possible with projects 2022 – 2027.



Bassett Creek Watershed Management

MEMO

Date: April 5, 2021
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 Feb): 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 was ongoing through the winter. As of early June 2020, earth work and infrastructure work by Dahn Construction is nearly complete and trail paving is complete. Vegetative restoration by AES is underway including soil prep and seeding. Plants, shrubs, and trees will begin soon along with placement to goose protection fencing to help ensure successful restoration. The construction phase of this project was completed in June with minor punch list items completed in September. The restoration and planting phase is complete except for minor punch list items and monitoring and establishment of vegetation over three growing seasons. A final grant report for BWSR's Watershed Based Implementation Funding was submitted at the end of January. Project website: <http://www.bassettcreekwmo.org/index.php?cID=433> .

2020 Bryn Mawr Meadows Water Quality Improvement Project (BC-5), Minneapolis: 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 completed and the grant with BWSR was fully executed in early May. The project and the grant award was the subject of an article in the Southwest Journal in February: <https://www.southwestjournal.com/voices/green-digest/2020/02/state-awards-grant-to-bryn-mawr-runoff-project/>. In early September, Minneapolis and MPRB staff met to review the implementation agreement and maintenance roles. BCWMC developed options for contracting and implementation which were presented at the November meeting. At that meeting staff was directed to develop a memorandum of understanding or agreement among BCWMC, MPRB, and city of Minneapolis to more formally recognize and assign roles and responsibilities for implementation. The draft agreement was sent to MPLS and MPRB staff earlier this week in advance of a meeting with them about the project scheduled for January 14th. The agreement is being reviewed by MPLS and MPRB. A meeting among the partners to review comments was held April 2. Staff plans to have the agreement ready for Commission consideration at their May meeting. The Commission Engineer plans to bring a proposal for project design to the May Commission meeting. Project website: <http://www.bassettcreekwmo.org/projects/all-projects/bryn-mawr-meadows-water-quality-improvement-project>

2020 Jevne Park Stormwater Improvement Project (ML-21) Medicine Lake (No change since Oct 2019): At their meeting in July 2018, the Commission approved a proposal from the Commission Engineer to prepare a feasibility study for this project. The study got underway last fall and the city's project team met on multiple occasions with the Administrator and Commission Engineer. The Administrator and Engineer also presented the draft feasibility study to the Medicine Lake City Council on February 4, 2019 and a public open house was held on February 28th. The feasibility study was approved at the April Commission meeting with intent to move forward with option 1. The city's project team is continuing to assess the project and understand its implications on city finances, infrastructure, and future management. The city received proposals from 3 engineering firms for project design and construction. At their meeting on August 5th, the Medicine Lake City Council voted to continue moving forward with the project and negotiating the terms of the agreement with BCWMC. Staff was directed to continue negotiations on the agreement and plan to order the project pending a public hearing at this meeting. Staff continues to correspond with the city's project team and city consultants regarding language in the agreement. The BCWMC held a public hearing on this project on September 19, 2019 and received comments from residents both in favor and opposed to the project. The project was officially ordered on September 19, 2019. On October 4, 2019, the Medicine Lake City Council took action not to move forward with the project. At their meeting on October 17th, the Commission moved to table discussion on the project. The project remains on the 2020 CIP list. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=467>.

2019 Westwood Lake Water Quality Improvement Project (WST-2) St. Louis Park (No change since October 2020): 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 2017 meeting and was finalized over the winter. The Sun Sailor printed [an article](#) on the project in October 2018. The project is largely complete and a ribbon cutting by the city was held September 13th. The building and site are open to the public and being used to educate students. There are still punch list items which must be addressed by the contractor to finalize the work. The system is capturing stormwater runoff from roof and paving, and the runoff is being stored underground and pumped via solar or hand pumps into the engineered creek. None of the

captured water is flowing over land into Westwood Lake. The educational sign indoors is installed. Project website: <http://www.bassettcreekwmo.org/projects/all-projects/westwood-lake-water-quality-improvement-project>.

2017 Main Stem Bassett Creek Streambank Erosion Repair Project (2017CR-M) (no change since Feb): 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. Construction was to begin summer of 2018 but was delayed until 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 ongoing negotiations with Pioneer Paper.

Construction began in November 2020 with clearing and grubbing to have access to the creek and to remove trees from the work area. In the Fruen Mill Reach work was completed per design plans on the south side of the creek, including stabilizing the existing MPRB trail, installing riprap toe protection and grading the bank. In the Cedar Lake Road to Irving Avenue Reach, the City was unable to come to an agreement with Pioneer Paper to get the amount of access needed to install the VRSS on the north side of the creek. The property owner allowed access to the streambank but instead of installing VRSS through this reach the City installed riprap toe protection, removed debris, completed bank grading and live staking and seeding, and installed the in-stream rock vanes to divert flows away from the steep banks. In Irving Avenue to the tunnel reach, the work was completed according to design plans with the installation of live staking, rock vanes within the stream channel, removal of brush and invasive species, and the installation of live stakes and fascines to encourage native plant growth and minimize bank erosion. Construction was completed in December 2020. An ERF grant report and RAP report are currently being developed. Vegetation will be established this spring. Project Website: www.bassettcreekwmo.org/projects/all-projects/bassett-creek-main-stem-erosion-repair-project-cedar-lake-ro

2014 Schaper Pond Diversion Project and Carp Management, Golden Valley (SL-3) (no change since March): 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. At the October 2020 meeting, the Commission received a report on the carp surveys and recommendations for carp removal and management. Carp removals were performed through the Sweeney Lake Water Quality Improvement Project. Results were presented at the February 2021 meeting along with a list of options for long term carp control. Commission took action approving evaluation of the long-term options to be paid from this Schaper Pond Project. Commission and Golden Valley staff met in March 2021 to further discuss pros and cons of various options. Evaluation results will be presented at a future meeting. 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 and a question and answer document are available online. The curly-leaf pondweed herbicide treatment was completed in May. Carp Solutions performed carp tracking and setting nets in early June. The first round of netting resulted in 334 carp removed from Sweeney Lake (mean length 620 mm, mean weight 3.1 kg), representing an estimated 29% of the total population. From Schaper Pond 82 carp removed which likely represents about 17% of the initial population. After another round of carp removals in late July, 118 additional carp were netted from Sweeney. Based on preliminary estimates, approximately 40% of the carp population was removed from Sweeney this summer. The carp biomass was reduced from approximately 129 kg/ha to 79 kg/ha, which is below the threshold where adverse impacts on water quality are expected. The first round of alum treatment was completed in late October. A grant report and payment request were submitted at the end of January. A report on the results of the carp removals and recommendations for future management were presented at the February 2021 meeting. Long term carp management evaluation will happen through the Schaper Pond Diversion Project funding. A one-page overview of 2020 activities and outcomes was developed for the Sweeney Lake Association and [posted online](#) in March. The 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) (No change since Oct 2020): 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. At the April 2020 meeting, the Commission conditionally approved the 90% project plans. The agreements with Dominium and the city of Plymouth to construct the project were approved May 2020 and project designers coordinated with Commission Engineers to finalize plans per conditions. The redevelopment project is scheduled to be before the Plymouth City Council again on November 24th for approval of various items including final plat, the stormwater grant agreement, and site improvement performance agreement. If approved, Dominium is scheduled to close on the property in the first half of 2021 and potentially begin construction later next year. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=282>.

2021 Parkers Lake Drainage Improvement Project (PL-7) (No change since January): The feasibility study for this project was approved in May 2020 with Alternative 3 being approved for the drainage improvement work. After a public hearing

was held with no public in attendance, the Commission ordered the project on September 17, 2020 and entered an agreement with the city of Plymouth to design and construct the project. The city hired WSB for project design which is currently underway. www.bassettcreekwmo.org/projects/all-projects/parkers-lake-drainage-improvement-project

2021 Parkers Lake Chloride Reduction Project (PL-7): The feasibility study for this project was approved in May 2020 with Alternative 3 being approved for the drainage improvement work. After a public hearing was held with no public in attendance, the Commission ordered the project on September 17, 2020 and entered an agreement with the city of Plymouth to implement the project in coordination with commission staff. City staff and I have had an initial conversation about this project. The city plans to collect additional chloride data this winter in order to better pinpoint the source of high chlorides loads within the subwatershed. Partners involved in the Hennepin County Chloride Initiative (HCCI) are interested in collaborating on this project. A proposal from Plymouth and BCWMC for the “Parkers Lake Chloride Project Facilitation Plan” was approved for \$20,750 in funding by the HCCI at their meeting in March. The project will 1) Compile available land use data and chloride concentrations, 2) Develop consensus on the chloride sources to Parkers Lake and potential projects to address these sources, and 3) Develop a recommendation for a future pilot project to reduce chloride concentrations in Parkers Lake, which may be able to be replicated in other areas of Hennepin County, and 4) help target education and training needs by landuse. Plymouth staff and I are gathering technical experts for this project. An internal kickoff meeting is scheduled. Project website: www.bassettcreekwmo.org/projects/all-projects/parkers-lake-drainage-improvement-project

2021 Mt. Olivet Stream Restoration Project (ML-20) (No change since January): The feasibility study for this project was approved in May 2020 with Alternative 3 being approved for the drainage improvement work. After a public hearing was held with no public in attendance, the Commission ordered the project on September 17, 2020 and entered an agreement with the city of Plymouth to design and construct the project. The city hired WSB for project design which is currently underway. www.bassettcreekwmo.org/projects/all-projects/mt-olivet-stream-restoration-project

2021 Main Stem Lagoon Dredging Project (BC-7) (See Item 4G): The feasibility study for this project was approved in May 2020 with Alternative 2-all (dredge all three lagoons to 6-foot depth) being approved. After a public hearing was held with no public in attendance, the Commission ordered the project on September 17, 2020. Rather than entering an agreement with a separate entity to design and construct this project, the Commission will implement the project in close coordination with the MPRB. At their meeting in November, the Commission approved a timeline for implementation and the Commission Engineer was directed to prepare a scope of work for project design and engineering. That scope is presented in 5C at this meeting. Design and permitting should get underway in summer 2021. Dredging of all three lagoons is planned for winter 2022/2023. A grant agreement for the \$250,000 Watershed Based Implementation Funding grant was approved at the January meeting. The project work plan was approved by BWSR. While we were not successful at receiving a Hennepin County ERF, the grant agreement for the Hennepin County Opportunity Grant is on this agenda. Project website: www.bassettcreekwmo.org/projects/all-projects/bassett-creek-main-stem-lagoon-dredging-project

2021 Cost-share Purchase of High Efficiency Sweeper (ML-23) (No change since Dec): Because the Commission had not entertained a project like this in the past (to cost share equipment purchase), this proposed project was discussed by the Commission in February and April, 2020 after being recommended for approval by the TAC. The Commission approved a [policy](#) regarding the use of CIP funds for equipment purchases at their April 2020 meeting. The project was added to the CIP through a Watershed Plan Amendment adopted in August 2020 and was officially ordered by the Commission on September 17, 2020 after a public hearing. The Commission entered an agreement with the city of Plymouth which includes reporting requirements for street sweeper use and effectiveness. The first report is expected spring 2021.

2022 Medley Park Stormwater Treatment Facility (ML-12) (no change since March): The feasibility study for this project is underway after the Commission Engineer’s scope of work was approved last August. City staff, Commission Engineers and I collaborated on developing materials for public engagement over the fall/early winter. A project kick-off meeting was held in September, an internal public engagement planning meeting was held in October, and a Technical Stakeholder meeting with state agencies was held in November. A [story map of the project](#) was created and a survey to gather input from residents closed in December. Commission Engineers reviewed concepts and cost estimates have been reviewed by city staff and me. Another public engagement session will be held in April to showcase and receive feedback on concept

designs. A draft feasibility report is expected in May. www.bassettcreekwmo.org/projects/all-projects/medley-park-stormwater-treatment-facility

2022 SEA School-Wildwood Park Flood Reduction Project (BC-2, 3, 8, 10): The feasibility study for this project is underway after the Commission Engineer’s scope of work was approved last August. A project kick-off meeting with city staff was held in late November. Meetings with city staff, Robbinsdale Area School representatives, and technical stakeholders were held in December, along with a public input planning meeting. A virtual open house video and comment form are now available for the public. Live chat sessions are scheduled for April 8th. A draft feasibility study report is expected in May. www.bassettcreekwmo.org/projects/all-projects/sea-school-wildwood-park-flood-reduction-project.

Administrator Report March 11 – April 5, 2021

Subject	Work Progress
Work with Member Cities	<ul style="list-style-type: none"> • Participate in Green infrastructure training needs meeting with MPLS staff • Communicate with cities of Medicine Lake and Plymouth, Commission engineers, and TRPD on Medicine Lake staff gage • Participate in meeting and correspond with city and Commission engineer on proposed project in Jevne Park • Meet with SLP staff to discuss Smart Cities Initiative and possible BCWMC collaboration
Budget	<ul style="list-style-type: none"> • Review 2020 financial audit and gather COI forms from commissioners • Prepare “working draft” of 2022 operating budget with consultant input • Prepare agenda and materials for Budget Committee meeting, participate in meeting, ask follow up questions of TAC and Commission engineers • Prepare budget codes for Redpath, convey to Commission Engineer, coordinate with Redpath for April financial report • Review March invoices, code and send to Redpath • Discuss monitoring and modeling costs with Commission engineer
Education	<ul style="list-style-type: none"> • Review and post education video • Review education column • Develop and send Education Letter of Understanding reporting 2020 education activities to each member city • Review WMWA meeting materials and attend meeting • Participate in meeting of WMWA subcommittee on chloride education needs for MS4 permits • Collate proposed 2021 education activities (work plan) and budget for Education Committee meeting; participate in meeting; draft meeting notes and disseminate for comment • Perform inventory 10 CAMP monitoring kits, send re-stocking needs to Met Council, pick up supplies, restock kits and deliver kits to volunteers • Correspond with high school student and Water Steward re: volunteer and project opportunities
CIP	<ul style="list-style-type: none"> • <u>Sweeney Lake WQ Improvement Project</u>: Develop one-page information piece on 2020 activities and outcomes for Sweeney Lake Association and post online • <u>Medley Park Stormwater Improvement Project</u>: Review script for virtual open house video, provide feedback • <u>SEA School-Wildwood Flood Reduction Project</u>: Review script for virtual open house video, provide feedback; participate in planning meeting for live chat sessions scheduled for April 8th; update website • <u>Bryn Mawr Water Quality Improvement Project</u>: Schedule and participate in meeting with MPLS and MPRB and Commission attorney to review comments on draft agreement for design and implementation; discuss project timeline with Commission engineer • <u>Parker’s Lake Chloride Reduction Project</u>: Review and comment on scope for Facilitation Project; discuss with Plymouth staff; solicit participation from NMCWD on advisory panel

	<ul style="list-style-type: none"> • <u>Schaper Pond Diversion Project and Carp Management</u>: Talk with NMCWD staff re: carp management costs and options • <u>DeCola Ponds B & C</u>: Correspond with concerned resident and GV staff re: vegetation installations and warranties
Grants	<ul style="list-style-type: none"> • Review DNR AIS Treatment grant document • Review Hennepin County Opportunity Grant agreement; send to attorney for review • Review Hennepin County AIS Prevention Grant agreement; send to attorney for review • Review CAMP agreement with Met Council; send to attorney to review
Henn Co. Chloride Initiative	<ul style="list-style-type: none"> • Correspond with RPBCWD staff re: next steps and document transfer • Receive draft report from U of M student and send to HCCI group for review • Set next HCCI meeting and send notice to group • Correspond with Fortin Consulting on Chloride Management Plan Template Project; review presentation for kickoff meeting; participate in project kick off meeting
MAWD	<ul style="list-style-type: none"> • Assist with updates to MAWD Handbook and participate in MAWA Handbook Committee meeting • Attend MN Association of Watershed Administrators (MAWA) meeting • Attend part of MAWD Legislative Event • Attend meeting re: Watershed Based Implementation Funding program • Attend part of meeting on BWSR relationships/interaction with watersheds
Environmental Justice	<ul style="list-style-type: none"> • Participate in meeting of Environmental Justice Committee's Comp Plan Review workgroup meeting • Participate in Blue Thumb Environmental Justice Committee meeting • Correspond with Alt. Commissioner McDonald Black re: possible internship opportunity
Administration	<ul style="list-style-type: none"> • <u>Proposed Minor Plan Amendment</u>: Prepare and disseminate public hearing notice to cities; update 10-year CIP table with proposed changes; post plan amendment materials online; send 30-day review notice of plan amendment to review agencies and Hennepin County • <u>PRAP</u>: Gather and send email addresses for commissioners, consultants and partners for PRAP survey; mail paper survey to Alt. Commissioner Crough with instructions • Prepare/send email with upcoming events and meetings for commissioners
Other Issues & Projects	<ul style="list-style-type: none"> • <u>Sochacki Park Subwatershed Assessment Project</u>: Review meeting materials for quarterly meeting (couldn't attend but checked in with Commission Engineer on progress to date) • <u>Twin Lake Water Quality and Riparian Area</u>: Correspondence with residents, MPRB staff, GV staff on current situation and plans moving forward; reviewed photos and set site visit with resident; received information on status of 2014 Lessard Sams grant to MPRB (project was implemented and fully completed and reported but did not involve work near Twin Lake as originally planned); advocated for broad meeting of all stakeholders which is now planned to occur after an internal meeting of agency/city staff; no additional vegetation removal planned at until all stakeholders and community engaged • <u>Medicine Lake</u>: Coordinate with PLM, DNR, and TRPD for treatment of curly-leaf pondweed on Medicine Lake