



Bassett Creek Watershed Management Commission

Regular Meeting
Thursday, March 17, 2022
8:30 – 11:00 a.m.

Via Zoom – Click [HERE](#) to join the meeting.
Or join by phone +1-312-626-6799; Meeting number 834 1900 9489

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 – February 17, 2022 Commission Meeting
- B. Acceptance of March 2022 Financial Report
- C. Approval of Payment of Invoices
 - i. Keystone Waters, LLC – February 2022 Administrative Services
 - ii. Keystone Waters, LLC – February 2022 Meeting Expenses
 - iii. Barr Engineering – February 2022 Engineering Services
 - iv. Kennedy & Graven – January 2022 Legal Services
 - v. Redpath – February 2022 Accounting Services
 - vi. Jan Voit – February 2022 Administrative Services
 - vii. Metro Watershed Partners – 2022 Contribution
 - viii. MPCA – CIP Project RAP Review & Implementation
- D. Approval of Medicine Lake Vegetation Management Plan
- E. Approval of Resolution of Appreciation for John Elder
- F. Approval of Resolution of Appreciation for Pat Crough
- G. Approval to Adopt Data Practices Policy
- H. Approval of Peninsula Road Street and Utility Improvements, City of Medicine Lake
- I. Approval of Reimbursement Agreement with City of Minneapolis
- J. Approval of Grant Agreement for Medley Park Stormwater Project Clean Water Funds
- K. Approval of Resolution of Appreciation for Gary Holter

5. BUSINESS

- A. Consider Approval of 90% Design Plans for Bryn Mawr Meadows Water Quality Improvement Project (BC-5) (40 min)
- B. Consider Options for Funding Bryn Mawr Meadows Water Quality Treatment Project (20 min)
- C. Consider Approval of Agreement with Minneapolis Park and Recreation Board and City of Minneapolis for Construction of Bryn Mawr Meadows Water Quality Improvement Project (10 min)

BREAK (at Chair's discretion)

- D. Consider Directing Commission Engineer to Develop Scope and Budget for Analysis of Alternatives to Jevne Park CIP Project (20 min)
- E. Consider Recommendations from Administrative Services Committee (15 min)
 - i. Financial Services Resolution
 - ii. Results of Staff Evaluations
 - iii. Updated Administrator Contract
 - iv. Return to In Person Meetings
 - v. Joint Powers Agreement

6. COMMUNICATIONS (10 minutes)

- A. Administrator's Report
 - i. Equity in Watershed Management Workshop Update
- B. Chair
- C. Commissioners
- D. TAC Members
 - i. Medley Park Stormwater Improvement Project Public Open House, Golden Valley
- E. Committees
- F. Legal Counsel
- G. Engineer

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
- D. 2025 Watershed Management Plan Scope and Budget – Final Document
- E. MN Stormwater Committee Bassett Creek Walking Tour Flyer
- F. Blue Thumb Workshops – [Resilient Yards and Pollinator Yards](#)
- G. WCA Notice of Decision, Golden Valley

8. ADJOURNMENT

Upcoming Meetings & Events

- [BCWMC Budget Committee Meeting](#) – Wednesday March 30th, 3:00 p.m. TBD
- [Resilient Yards Workshop hosted by Plymouth](#) – Thursday March 14th, 6:00 p.m., virtual; register at <https://bluethumb.thinkific.com/courses/plymouth-resilient-yards-workshop-april-14th-2022>
- [BCWMC Regular Meeting](#) – Thursday April 21st, 8:30 a.m. – TBD
- [Equity in Watershed Management Workshop](#) – Monday April 25th, 6:00 – 8:00 p.m., Crystal Community Center
- [MN Stormwater Committee Walking Tour of Bassett Creek](#) – Thursday April 28th 3:00 – 5:00 p.m., meet at Utepils, Minneapolis; (see flyer in Item 7E for registration)



Bassett Creek Watershed Management Commission

AGENDA MEMO

Date: February 10, 2022

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: Background Information for 3/17/22 BCWMC Meeting

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

4. **CONSENT AGENDA**
 - A. Approval of Minutes – February 17, 2022 Commission Meeting- ACTION ITEM with attachment

 - B. Acceptance of March 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 – February 2022 Administrative Services
 - ii. Keystone Waters, LLC – February 2022 Meeting Expenses
 - iii. Barr Engineering – February 2022 Engineering Services
 - iv. Kennedy & Graven – January 2022 Legal Services
 - v. Redpath – February 2022 Accounting Services
 - vi. Jan Voit – February 2022 Administrative Services
 - vii. Metro Watershed Partners – 2022 Contribution
 - viii. MPCA – CIP Project RAP Review & Implementation

 - D. Approval of Medicine Lake Vegetation Management Plan – ACTION ITEM with attachment – At the August 2021 meeting, Commissioners reviewed and discussed recent [monitoring results](#) for Medicine Lake. Commissioners recommended development of a Lake Vegetation Management Plan (LVMP). After discussions with Three Rivers Park District (TRPD) staff and MnDNR, and input from AMLAC and Plymouth staff, the following plan was developed by TRPD and is recommended for approval. If approved by the MnDNR, the plan would allow for additional treatment of curly-leaf pondweed in the lake, which has reached very high levels over the last few years. The Commission’s role in implementing the plan would be similar to current activities: coordinate permitting and treatment of CLP, financial cost-share partner, apply for grant dollars as grant applicant, review and approval of LVMP, submittal of annual report and coordinate annual meeting with DNR.

 - E. Approval of Resolution of Appreciation for John Elder – ACTION ITEM with attachment – John Elder stepped down from the Commission last month (and we welcomed new New Hope Commissioner Gwin-Lenth). I recommend approving the attached resolution noting John’s contributions to the Commission.

 - F. Approval of Resolution of Appreciation for Pat Crough – ACTION ITEM with attachment – This will be the last meeting for Commissioner Crough as he is moving from New Hope next month. Commissioner Crough has been on the Commission for nearly ten years and rarely missed a meeting! I recommend approving the attached resolution honoring Pat’s contributions to the Commission over the years.

 - G. Approval to Adopt Data Practices Policy – ACTION ITEM with attachment online - Commission Legal Counsel Anderson recommends annually adopting this policy. There were no changes to the policy that

was adopted in May 2020.

- H. Approval of Peninsula Road Street and Utility Improvements, City of Medicine Lake – **ACTION ITEM with attachment** - *The proposed linear project in the City of Medicine Lake includes reconstruction of city streets and utility improvements, resulting in 7.11 acres of grading (disturbance). The project creates 4.96 acres of fully reconstructed impervious surfaces and a decrease of 0.14 acres. The proposed project will result in 71 cubic yards of floodplain fill and 87 cubic yards of compensating storage, resulting in a net gain of 16 cubic yards of floodplain storage. Staff recommends conditional approval pending completion of documentation and requirements related to the Wetland Conservation Act.*
- I. Approval of Reimbursement Agreement with City of Minneapolis – **ACTION ITEM with attachment** - *As I've been reporting, City of Minneapolis staff and I have had productive discussions on current and future collaboration on various issues related to the Bassett Creek Tunnel. As part of these discussions, the city agreed to share the cost of Commission Engineers' time assisting with technical review of the recent North Loop Green Development Project. The attached reimbursement agreement was developed by Minneapolis and reviewed by Commission Attorney Anderson. Staff recommends approval.*
- J. Approval of Grant Agreement for Medley Park Stormwater Project Clean Water Funds – **ACTION ITEM with attachment (work plan available online)** – *As you know, in December the Commission was awarded a \$300,000 Clean Water Fund grant from the MN Board of Water and Soil Resources (BWSR) for the [Medley Park Stormwater Improvement Project](#). A grant work plan was recently approved by BWSR (attached online). Staff recommends approval of the grant agreement.*
- K. Approval of Resolution of Appreciation for Gary Holter – **ACTION ITEM with attachment** – *Gary Holter stepped down from the Commission on March 7th. I recommend approving the attached resolution noting Gary's contributions to the Commission. We'll welcome a new Alternate Commissioner from Medicine Lake, Shaun Kennedy, at this meeting.*

5. BUSINESS

- A. Consider Approval of 90% Design Plans for Bryn Mawr Meadows Water Quality Improvement Project (BC-5) (40 min) - **ACTION ITEM with attachment** – *At the meeting in January, the Commission approved the [50% design plans for this project](#) and directed staff to continue developing plans to 90% and bring funding options to a future meeting. Unfortunately, estimated construction costs have risen even higher than those presented in January. The Commission Engineer will review the recommended 90% plans along with options for changing the project design to reduce costs. Implications on higher costs can be reviewed in the memo and table in 5B.*
- B. Consider Options for Funding Bryn Mawr Meadows Water Quality Treatment Project (20 min) – **DISCUSSION ITEM with attachment** – *In conjunction with the discussion on the 90% plans in 5A above, the Commission should review impacts to the 2023 CIP levy in the attached memo and table. A maximum 2023 levy will be set at the May or June Commission meeting. However, direction on how to fund the Bryn Mawr Project is needed now.*
- C. Consider Approval of Agreement with Minneapolis Park and Recreation Board and City of Minneapolis for Construction of Bryn Mawr Meadows Water Quality Improvement Project (10 min) – **ACTION ITEM with attachment** – *The attached agreement was negotiated and developed through multiple discussions among Commission, MPRB, and city staff to assign responsibilities and expectations for project construction, maintenance, and reimbursements. The agreement language has been approved by legal staff with each entity and is slated to be considered for approval by the MPRB on March 16th and by Minneapolis City Council in April. Staff recommends approval.*

BREAK (at Chair's discretion)

- D. Consider Directing Commission Engineer to Develop Scope and Budget for Analysis of Alternatives to Jevne Park CIP Project (20 min) – **ACTION ITEM with attachment** – *At the meeting last month the Commission discussed the City of Medicine Lake's request for the Commission to analyze alternatives to the Jevne Park CIP Project. Please see the attached memo for my recommendation on moving forward on this item.*
- E. Consider Recommendations from Administrative Services Committee (15 min) – **ACTION ITEM with attachment** – *The BCWMC Administrative Services Committee met on March 9th and made recommendation on various items (listed below). Please find their recommendations in the attached memo.*
- i. Financial Services Resolution
 - ii. Results of Staff Evaluations
 - iii. Updated Administrator Contract
 - iv. Return to In Person Meetings
 - v. Joint Powers Agreement

6. COMMUNICATIONS (10 minutes)

- A. Administrator's Report – **INFORMATION ITEM with attachment**
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- B. Chair
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Bassett Creek Watershed Management Commission

DRAFT Minutes of Regular Meeting Thursday, February 17, 2022 8:30 a.m.

Via video conference due to the COVID-19 global pandemic

1. CALL TO ORDER and ROLL CALL

On Thursday, February 17, 2022 at 8:32 a.m. via video conference, Chair Cesnik brought the Bassett Creek Watershed Management Commission (BCWMC) to order.

Commissioners, city staff, and others present

City	Commissioner	Alternate Commissioner	Technical Advisory Committee Members (City Staff)
Crystal	Dave Anderson	Joan Hauer	Mark Ray
Golden Valley	<i>Absent</i>	Jane McDonald Black	Eric Eckman
Medicine Lake	Clint Carlson	Gary Holter	Susan Wiese
Minneapolis	Michael Welch	Jodi Polzin	Liz Stout, Katie Kowalczyk
Minnetonka	<i>Vacant Position</i>	<i>Vacant Position</i>	Leslie Yetka
New Hope	Jere Gwin-Lenth	Patrick Crough	Nick Macklem
Plymouth	Catherine Cesnik	Monika Vadali	Pavel Nikolov, Chris LaBounty, Mike Payne
Robbinsdale	Wayne Sicora	<i>Vacant Position</i>	Richard McCoy
St. Louis Park	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>
Administrator	Laura Jester, Keystone Waters		
Engineers	Karen Chandler, Katie Turpin-Nagel, Greg Williams, Stephanie Johnson: Barr Engineering		
Recording Secretary	Jan Voit		
Legal Counsel	Dave Anderson, Kennedy & Graven		
Presenters/ Guests/Public	Anna Peterson, Friends of Bassett Creek;		

Due to the number of new commissioners, Chair Cesnik asked commissioners and alternate commissioners to introduce themselves. Administrator Jester facilitated introductions.

2. PUBLIC FORUM ON NON-AGENDA ITEMS

No comments from the public were made.

3. APPROVAL OF AGENDA

MOTION: Commissioner Carlson moved to approve the agenda with the removal of items 4D, 4E, and 4G from the consent agenda. Commissioner Welch seconded the motion. Upon a roll call vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

4. CONSENT AGENDA

The consent agenda was amended as requested above. The following items were approved as part of the consent agenda.

- Approval of January 20, 2022 Meeting Minutes
- Acceptance of 2021 Fiscal Year End Financial Report
- Approval of Payment of Invoices
 - i. Keystone Waters, LLC – January 2022 Administrative Services
 - ii. Keystone Waters, LLC – January 2022 Meeting Expenses
 - iii. Barr Engineering – January 2022 Engineering Services
 - iv. Kennedy & Graven – December 2021 Legal Services
 - v. Redpath – January 2022 Accounting Services
 - vi. Stantec – WOMP Services
 - vii. HDR – Website Services
 - viii. CNA Surety – 2022 Bond Insurance
- Approval of Ridgedale Mall Sears Redevelopment Project, Minnetonka
- Approval to Designate *Finance and Commerce* as the Official News Publication of the BCWMC
- Approval of Resolution 22-01 Designating Depositories for BCWMC Funds
- Approval of Resolution 22-02 to Transfer Funds from CIP Account to Administrative Account
- Approval of Resolution 22-03 to Transfer Funds from Administrative Account to Channel Maintenance Fund, Long-Term Maintenance Fund, and Next Generation Plan Development Savings Account
- Approval of Resolution 22-04 Transferring Funds from Flood Control Project Long Term Account to Administrative Fund

MOTION: Commissioner Welch moved to approve the consent agenda as amended. Commissioner Carlson seconded the motion. Upon a roll call vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

Moved off consent: 4D Approval of Payment for Friends of Bassett Creek (FBC) for Restoration Project, Bassett's Creek Park

Commissioner Welch recommended delaying action because no actual invoice has been submitted. Commission Attorney Anderson agreed that payment should not be made. Administrator Jester explained that the restoration project is underway and that a contribution to this project was approved by the Education Committee and the BCWMC. She would like the costs to be reflected in the finances for fiscal year 2021. Anna Peterson, Friends of Bassett Creek explained that work has been continuing on the restoration project for over a year. Ecologists with Friends of the Mississippi River (FMR) did much of the work in the spring and fall and they are planning additional work this year. FMR has not yet submitted an invoice to FBC. Administrator Jester indicated she would bring an appropriate invoice to a future meeting.

MOTION: Commissioner Welch moved conditional approval of payment to FMR for restoration work completed upon receipt of an invoice for services rendered. Commissioner Carlson seconded the motion. Upon a roll call vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

Moved off consent: 4E Approval of Administrative Services Agreement for Recording Secretary

Administrator Jester explained that Dawn Pape, the consultant preparing meeting minutes, ended her contract with BCWMC in November of 2021. Jan Voit, a current contractor for the Minnesota Association of Watershed Districts (MAWD) and former administrator for the Heron Lake Watershed District introduced herself. She thanked the BCWMC for the opportunity to work for them. Administrator Jester explained that the draft document required amending to remove a line requiring Ms. Voit to be present at meetings.

MOTION: Commissioner Welch moved to approve the agreement as amended and to include a confidentiality clause as drafted by Commission Attorney Anderson. Commissioner Sicora seconded the motion.

Discussion: Commission Attorney Anderson asked for clarification regarding the need for a confidentiality agreement. Commissioner Welch explained that there may be a need for minutes taken during closed sessions. Anything that would be considered confidential must be held in confidence by Ms. Voit. A confidentiality agreement also gives the BCWMC more flexibility to give her a broader scope of work.

Upon a roll call vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

Moved off consent: 4G Approval of Plymouth 2022 Street Reconstruction Project

Commissioner Welch stated that he wanted this item removed from the consent agenda so he could explain why he would be voting against the motion. It is his belief that more stringent water quality standards for linear projects were warranted. His objection is not about the City of Plymouth or this project, it is about the need to update BCWMC's standard to capture more opportunities for water quality improvement with linear projects. Commissioner Carlson asked how this would apply to street reconstruction projects that are replacing impervious surface 1:1. Commissioner Welch explained that he did not have a suggestion for how this could be fixed, only that he believed there is a need for a consistent water quality standard for street reconstruction projects.

MOTION: Commissioner Carlson moved to approve the Plymouth 2022 Street Reconstruction Project. Commissioner Gwin-Lenth seconded the motion. Upon a roll call vote, the motion carried 6-1, with the city of Minneapolis voting against and the cities of Minnetonka and St. Louis Park absent from the vote.

Chair Cesnik requested that Administrator Jester note these comments for updating the Watershed Management Plan (WMP).

5. ORGANIZATIONAL MEETING

A. Elect Officers

Chair Cesnik turned the meeting over to Commission Attorney Anderson. He explained that each year, at the February meeting, the BCWMC elects officers. Typically, this would be done by asking for nominations for each position. He was not aware of whether the current officers were interested in maintaining their positions. The secretary position is vacant. He opened the floor for discussion and nominations.

Commissioners discussed whether an alternate commissioner could be an officer. They were informed that an alternate commissioner cannot serve as an officer. Commissioners also discussed whether the current officers would consider remaining in their positions; Commissioners Cesnik and Welch indicated they were willing to be re-elected. Administrator Jester informed the commissioners that the secretary and treasurer can be combined into one position and noted that Commissioner Harwell had indicated her willingness to be re-elected as treasurer

MOTION: Commissioner Welch nominated and recommended the reelection of Commissioner Cesnik to serve as Chair, Commissioner Welch to serve as Vice Chair, and Commissioner Harwell to serve in the combined position of Secretary/Treasurer. Commissioner Sicora seconded the motion. Upon a roll call vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

B. Review 2022 Commission Calendar and Areas of Work

Administrator Jester reminded the commissioners that an administrative calendar is included in each monthly packet. A list of contracts held and committee descriptions are also included in the calendar. She asked commissioners to update their calendars to include meeting dates. Commissioner Anderson noted that receiving the report on staff evaluations was tabled in January and needs to be added to the calendar. Administrator Jester thanked Commissioner Anderson for the reminder and stated that Commissioner Harwell is gathering staff evaluation information and she could not attend today's meeting and that this item would be added to the March calendar.

C. Appoint Committee Members

Administrator Jester explained that the list of current committee members was included in the packet. There will be a committee formed for the WMP revision, which will be addressed later in today's meeting. The bulk of that work will be done in 2023 and 2024. Commissioners volunteered for committees as follows:

- i. Administrative Services Committee: Commissioners Cesnik, Gwin-Lenth, and Welch
- ii. Budget Committee: Commissioners Cesnik, Carlson, and Anderson, and Alternate Commissioners McDonald Black and Polzin

- iii. Education Committee: Commissioner Cesnik, and Alternate Commissioners Hauer and Vadali
- iv. Technical Advisory Committee (TAC) Liaison: A TAC liaison is typically appointed before each TAC meeting. Commissioner Welch volunteered as the liaison for the upcoming meeting. Alternate Commissioner Polzin stated she would serve as an alternate for the upcoming meeting.

D. Review Open Meeting Law

Administrator Jester reminded the commissioners that information about the open meeting law was included in the packet. Questions regarding this subject should be addressed to Commission Attorney Anderson when they arise. She also pointed out that “replying all” to email messages is one way that the open meeting law is violated. She explained that commissioners should reply directly to her when responding to email correspondence from her.

Commission Attorney Anderson asked that the commissioners revisit the committee member appointments. He stated that this should be done by motion and approved by the majority of the commission.

MOTION: Alternate Commissioner McDonald Black made a motion to approve the following committee members: Administrative Services Committee: Commissioners Cesnik, Gwin-Lenth, and Welch; Budget Committee: Commissioners Cesnik, Carlson, and Anderson, and Alternate Commissioners McDonald Black and Polzin; Education Committee: Commissioner Cesnik, and Alternate Commissioners Hauer and Vadali; TAC Liaison: Commissioner Welch for the upcoming meeting and Alternate Commissioner Polzin as alternate. Commissioner Carlson seconded the motion. Upon a roll call vote, the motion carried 6-0, with the cities of Minneapolis, Minnetonka, and St. Louis Park absent from the vote.

E. Review Year-End Financial Report (February 1, 2021 – January 31, 2022)

Administrator Jester explained the year-end financial report, noting it was a very busy year. Although over budget in some areas, and under in others, the total revenue was \$686,700 and the total expenses were \$672,800. Additional revenue of \$22,000 is expected from reimbursements and cost share. It was not necessary to use the fund balance to balance the budget. Administrator Jester was commended for her work. She explained that this was a team effort. She hopes that 2022 will provide similar results.

6. BUSINESS

A. Consider Approval of 50% Design Plans for Medley Park Stormwater Treatment Facility (ML-12)

Commission Engineer Chandler introduced Katie Turpin-Nagel. Engineer Turpin-Nagel gave an overview of the project, background information, project outcomes, and next steps. She noted the project will improve water quality in Medicine Lake and reduce flooding potential of nearby structures. Project components include expanding Medley Pond, creating two new open water ponds with wetland fringe, and establishing native vegetation. She noted that input was gathered from neighborhood residents, Golden Valley staff and commissions, and the BCWMC. She compared the outcomes from the feasibility study with the outcomes determined from the 50% designs and noted minor differences in pollutant removals and estimated costs. The estimated project cost is approximately \$2 million, with funds of \$1.2 million from the BCWMC CIP in 2022 and 2023; \$500,000 from the City of Golden Valley, and \$300,000 from a BWSR Clean Water Fund grant. The next phase of the design process will focus on restoration and necessary permitting.

Commissioner Welch stated that this was a nice presentation and that he appreciated the work. He asked for confirmation that Medley Pond is not a public water. Engineer Turpin-Nagel confirmed that the pond is not an MnDNR public water. Commissioner Welch noted it is important to do everything we can for Medicine Lake, and that \$3,800 per pound for phosphorus removal is on the low end. He also stated that Ramsey-Washington Metro Watershed District (RWMWD) developed a spectrum graph that shows phosphorus removal costs. The BCWMC should look into developing a tool like this. Engineer Turpin-Nagel stated that she is familiar with the RWMWD graph and that this type of tool helps with prioritizing projects.

Commissioner Carlson asked about street sweeping that is being implemented in the city of Golden Valley. Golden Valley TAC Member Eric Eckman responded that street sweeping is done on the public streets surrounding the project area. There are private streets in the contributing watershed that were constructed before stormwater maintenance agreements were developed. The subwatershed also includes New Hope city streets and a county road. The city does not have authority to enforce street sweeping on private roads and has no control over sweeping on New Hope streets or the county road.

Commissioner Carlson asked if the amount of phosphorus entering the system was as great as what was modeled since street sweeping is being implemented. Golden Valley TAC Member Eric Eckman replied they are getting great

results using the city's sweeper in a targeted, measurable approach. The city of Golden Valley will be replacing their sweeper with a newer, more efficient (regenerative air) machine. It was his opinion that removing as much sediment and potential pollutants as possible would make those systems last longer with less maintenance and there would be positive benefits downstream. Engineer Turpin-Nagel stated that doing more to remove sediment and nutrients from the streets equates to a longer lifespan for projects. Overall, it is positive to have more street sweeping.

MOTION: Commissioner Carlson moved to approve the 50% design plans for Medley Park Stormwater Treatment Facility and authorized the city to proceed with 90% designs. Alternate Commissioner McDonald Black seconded the motion. Upon a roll call vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

B. Consider Approval of Funding Bryn Mawr Meadows Water Quality Treatment Project

Administrator Jester explained that the BCWMC approved the 50% design plans for this project and directed her to develop options for funding the project given the \$580,000 gap between CIP funds budgeted and the current estimated construction costs. She presented two funding options. Since she put together the options, she has been made aware that bids for other construction projects have been higher than anticipated, which is further impacting this project's estimated costs. She also heard from the City of Golden Valley that proposed shifts in the levy years for the SEA School-Wildwood Park Project may be problematic. It was recognized that this is a complicated issue, with many moving parts. She recommended Option 1 because it allows more leeway if future CIP projects are more expensive than anticipated. Option 2 would increase the levy for this project in addition to future levies likely being higher than projected for future CIP projects.

Commissioners discussed the options. Alternate Commissioner McDonald Black thought that Option 2 would be a better reflection of the cost of implementing projects. Chair Cesnik asked that because we will need to increase the levy at some point, that we work within the \$500,000 now so we don't have to raise the levy twice. Administrator Jester responded that was correct. She still recommended saving the \$500,000 rather than raising the levy.

Commissioner Welch was inclined to go with Administrator Jester's recommendation because she manages the budgets. Administrator Jester said that Option 1 does give flexibility. For 2023, the \$1.09 million estimate for the Bryn Mawr project may be low, even compared to figures that could be provided next month. The City of Golden Valley also needs to be brought into this discussion regarding levy years for their current projects.

Commissioner Welch asked that if funds need to be moved and the project numbers are going to change, does it make sense for us to choose an option now. Choices have been presented, but they are likely to change. It may be better to wait until a discussion with the City of Golden Valley has been held.

Commission Engineer Chandler stated that there may be another option between these. Administrator Jester's worry is that costs will continue to increase. The commissioners are wondering why she is not recommending Option 2. Perhaps a compromise would be to remove "open space for additional projects" from Option 2.

Commissioners discussed availability of funding for current and future projects. Moving funds changes the project start date and potentially asks the cities to carry more costs. Alternate Commissioner McDonald Black said that Administrator Jester has done a good job of tightening our budget. There used to be more extra money built in. Without the extra funds, there is less flexibility to take on future projects.

Chair Cesnik said that every number is changing. She is not understanding the levy option. Why is that not a preferred option in an era of rising costs? Shouldn't we be levying more funds? Unless we are going to lose the \$500,000, why not raise the levy?

Commissioner Welch was concerned about increasing costs with the Bryn Mawr project. We need the most accurate financial information possible. They are working on a sewer project right now. Perhaps that will give a better understanding of environmental conditions. Minneapolis TAC Member Liz Stout responded that they would be happy to share soils information and construction challenges from the sewer project. It would be good to have a frank conversation and make sure we are taking into account all of the variables. Engineer Stephanie Johnson stated that the Bryn Mawr design team is actively talking to city staff about this. Barr Engineering is working as the environmental consultant for the sanitary sewer project. They will figure out what is happening as the project is developing.

Administrator Jester will bring both options, with firmer numbers, to the March meeting.

[A 5-minute break was called by Chair Cesnik. The meeting resumed at 10:27 a.m.]

Chair Cesnik stated that part of her confusion with the Bryn Mawr options was the levy process overall. What is the timing for going to the county, only once a year? More than once? Maybe a primer on that would be worthwhile. She also asked if we should be looking at some sort of review of our CIP estimated costs? Would it be prudent to assume a 5% or 10% increase to all our costs given how rapidly they are increasing? How do we make sure that this doesn't keep happening? Administrator Jester replied that those are great questions. She will give an overview of the levy process next month. She also had the same questions about whether to have a percentage increase for the CIP costs or to continue to work through the feasibility process. The differences between costs presented in feasibility studies vs. at the design phase have increased. She will discuss this with the engineers and bring a recommendation next month.

C. Consider Approval of Scope and Budget for 2025 WMP Development

Administrator Jester explained that the BCWMC reviewed and discussed the draft scope and budget for development of the 2025 WMP at the January meeting. Based on that discussion, the scope was revised. This scope assumes that the commissioners are leading the plan development, providing primary input for the process and content, and have decision authority. Input will be obtained from communities and partnerships that are instrumental in implementing the plan. It will be necessary to create a Plan Steering Committee which could be the BCWMC as a whole or a subcommittee. Developing the scope and budget was a team effort with Barr Engineering staff.

Commissioner Welch stated that it was good that the team added the early issue identification and brainstorming session. The BCWMC needs to understand the process and how we fit into the cities and counties. He recommended that the Plan Steering Committee (PSC) be a committee of the whole to include all commissioners and alternates.

Administrator Jester stated that perhaps in the initial phases, the PSC could be the BCWMC as a whole. Once we are working on pieces of the plan, it could be a smaller committee. Alternate Commissioner McDonald Black wondered if there were ways to divide and conquer. The BCWMC will want to hear from a broad range of people. As we expand the role of the commissioner and the time it takes, how many people are able to make that time commitment? Perhaps we could separate into groups that can take over part of this and report to the whole. This could more than double the work of the BCWMC.

Administrator Jester explained that gathering information from diverse communities will be the work of individual commissioners, perhaps an intern, and the engineers. There will be specific events held for gathering information. The PSC, even as a committee of the whole, would likely require only two or three meetings over the next 12 to 18 months.

Commission Engineer Chandler stated that she thought it would be workable for the PSC to be a committee of the whole for the first few meetings. During those meetings, the commissioners would make a concerted effort to attend. Later in the process, a smaller committee could be formed that would pay more attention to details. This process would address the time commitment concerns. Any commissioner could attend the PSC meetings, even if a smaller committee is formed.

All committee meetings will be open to the public and subject to the open meeting law. Notice for a special meeting is three days. Setting a meeting schedule will allow for less work in the noticing process.

Chair Cesnik stated that the PSC would consist of the BCWMC as a whole, commissioners and alternates only, and that they would break off into committees and subcommittees as the process unfolds.

MOTION: Commissioner Welch moved to approve the scope and budget for 2025 WMP development with such minor changes as determined by Administrator Jester and directing her to bring the final scope and budget as an information item to the March meeting. Alternate Commissioner McDonald Black seconded the motion.

Discussion: Commissioner Welch stated that he understands that the WMP update process will require a time commitment. It is important for the BCWMC to understand what we are doing for the next ten years. Chair Cesnik said that the scope is incredible, well done, and the estimates are on budget.

Upon a roll call vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

Administrator Jester reminded the BCWMC that the Equity in Watershed Management Workshop will be held on

April 25 from 6:00 p.m. to 8:00 p.m. This will be an in-person event. She asked the commissioners if their preference for future Committee of the Whole (PSC) workshops was daytime or evening. The majority response was daytime.

D. Review Bassett Creek Main Stem Erosion Repair Project Final Report (2017CR-M)

Minneapolis TAC Member Liz Stout gave a PowerPoint presentation on the Bassett Creek Erosion Repair Project. The presentation covered background, the stabilization methods used, project funding, before, during, and after photos of the project, and challenges encountered including permitting, landowner agreements, and contamination. She encouraged the commissioners to review the final report.

E. Consider Approval of Reimbursement Request for Bassett Creek Main Stem Erosion Repair Project (2017CR-M)

This project is complete, other than vegetation establishment. There will be one more payment request once vegetation management is complete. Administrator Jester noted she reviewed the reimbursement request documentation and recommended approval of payment.

MOTION: Commissioner Welch moved to approve the reimbursement request for the Bassett Creek Main Stem Erosion Repair Project. Alternate Commissioner McDonald Black seconded the motion. Upon a roll call vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

F. Consider Request from City of Medicine Lake for Analysis of Alternatives to Jevne Park CIP Project

Commissioner Carlson said that the Jevne Park CIP Project was put on hold because the City of Medicine Lake did not approve it. They are moving ahead with city water and sewer and road reconstruction. He would like to have the Commission Engineer's assistance to help determine best management practices (BMPs) that could be implemented as an alternative to the original Jevne Park Project and perhaps in conjunction with the road reconstruction.

Medicine Lake TAC Member Susan Wiese explained the extensive feasibility study for the Jevne Park Project. The project was designed to reduce stormwater runoff in Jevne Park and City of Medicine Lake. They learned that the major road is 50 years old, as are the city sewer and lift station. The needed improvements are estimated to cost \$6 million. The city is moving forward to the 90% design stage for the city's infrastructure project and final designs are being reviewed. Bids have been advertised for city water. The lift station funding has been secured. Those two pieces are slated for construction this summer and into the fall. Reconstruction of the major road and two other streets and avenues will be done next year. The design firm's presentation about the elements of the infrastructure project is on their website. In this process, the city has been talking about better stormwater management: shoreline buffer improvements, rain gardens, and a robust street sweeping schedule. Winter time salt use has not been reviewed. The city needs to know if that analysis should be done.

Chair Cesnik stated that the BCWMC will discuss reallocation of the Jevne Park funds at next month's meeting.

Commissioner Carlson said that analyses of alternatives to the Jevne Park project could be done in phases. The city would like an overview by the Commission Engineer to see what the opportunities are. It could start with a high-level view for a nominal amount. A more detailed analysis and report would likely cost \$35,000 to \$40,000.

MOTION: Commissioner Carlson made a motion to direct the Commission Engineer to perform a high level look at possible opportunities for alternatives to the Jevne Park Project. This was seconded by Alternate Commissioner Crough.

Alternate Commissioner McDonald Black asked if BMPs installed during road reconstruction were typically done by cities. Commissioner Carlson said that the city sees this as a continuation of the work the Commission has been doing on the CIP project. Medicine Lake TAC Member Susan Wiese stated that in the current 90% design plans, SEH has looked at drainage. She wondered if Barr Engineering staff could look at those plans and help them understand the best course to take with regards to improving stormwater management.

Alternate Commissioner McDonald Black asked to hear whether this is typically a service we provide to cities. Administrator Jester said that the request is an extension of a feasibility study that was already done. We haven't been in this arena before, but she did not think it was an inappropriate use of funds.

Commission Engineer Chandler stated that the road reconstruction project is currently being reviewed. The analysis estimate provided by the Commission Engineer of \$35,000 - \$40,000 was not a firm cost and they only looked at shoreline buffers, rain gardens, and street sweeping to reduce phosphorus. The chloride piece does not lend itself to a CIP project. She would be more comfortable providing a firm scope, schedule, and budget.

Commissioner Welch said that he could not support this. He appreciated the work done by the Medicine Lake

commissioners. He believed a detailed scope and budget were necessary. Chair Cesnik and Alternate Commissioner McDonald Black also agreed that it was premature to approve \$35,000 without a scope and budget.

Commissioner Carlson responded that the Commission Engineer encouraged the city to be proactive with BMPs. This is the perfect time to look at the opportunities that may be available. He wanted to take advantage of working together in communication so good opportunities in the watershed aren't missed.

Commission Engineer Chandler replied that the BCWMC does encourage cities to incorporate BMPs for water quality treatment in road projects with their own funds. She was troubled by the thought of using CIP money for BMPs constructed in conjunction with road reconstruction projects.

Chair Cesnik stated that her vote would probably be no for approval of funds. She would support some informal work on this to further enhance the scope and working with the attorney to determine if this would be an appropriate use of funds. This doesn't mean that the project would be denied, but that it would come back in March with more detailed information to be considered.

Commissioner Carlson said that it is important to keep the Commission Engineer engaged in helping determine alternatives. We need to compensate them to develop alternatives for the Jevne Park Project.

MOTION: Commissioner Carlson made a motion to amend the motion to include a \$5,000 budget for the Commission Engineer to provide a high-level analysis. This was seconded by Alternate Commissioner Crough.

Commissioner Carlson explained that the city is trying to determine if attributes from the Jevne Project can be used or saved for this project. Commission Attorney Anderson said that he was not certain where the money for this is coming from or whether it could be viewed as an extension or supplement to the CIP project. He would need to look into this further.

Commission Engineer Chandler stated that it was her understanding that there weren't any parts of the Jevne Park project that would be analyzed. Administrator Jester agreed. More clarity is needed to understand if the \$5,000 would come from the CIP or from technical services.

[Commissioner Anderson departs meeting at 11:49 a.m.]

Upon a roll call vote, the amendment to the motion carried 6-0, with the cities of Crystal, Minnetonka, and St. Louis Park absent from the vote.

Upon a roll call vote, the motion as amended failed on a vote of 5-1, with the city of Medicine Lake in favor and the cities of Golden Valley, Minneapolis, New Hope, Plymouth, and Robbinsdale opposed, and the cities of Crystal, Minnetonka, and St. Louis Park absent from the vote.

Chair Cesnik stated she is supportive of trying to figure out how to move forward. It is premature to allocate funding without a clear scope of work and understanding of the project.

7. COMMUNICATIONS

- A. Administrator's Report
 - i. Reminder to Submit Conflict of Interest Statements
 - ii. Equity in Watershed Management Workshop Update – provided earlier
 - iii. Update on Discussions with Minneapolis on Tunnel Responsibilities – discussions continuing
 - iv. Grant Application to MnDNR for AIS Control & Medicine Lake Vegetation Management Plan – grant application submitted, working with Three Rivers Park District (TRPD) on developing vegetation management plan, working with MnDNR and AMLAC on grant for innovative control of starry stonewort
 - v. Criteria for Returning to In-Person Meetings – most metro watersheds remain online with no plans or criteria for returning to in-person meetings
 - vi. Limited Liability Legislation for Chloride – legislation is moving through committees; will send MCEA fact sheet to commissioners
- B. Chair - None
- C. Commissioners – Commissioner Welch reported that the MAWD's Legislative Briefing and Day at Capitol will be a two-day event. A subgroup of MAWD has taken up Diversity, Equity, and Inclusion. The first meeting is next week. He will attend. Nine Mile Creek WD approved its AIS plan based on work done by BCWMC.
- D. TAC Members – None

- E. Committees – None
- F. Legal Counsel – None
- G. Engineer
 - i. Update on North Green Loop Development, Minneapolis – Commission Engineer Chandler reported that the project is winding down. They have received the anticipated final agreement and there are no issues with vibration monitoring.
 - ii. MN Stormwater Manual Updated with Manufactured Treatment Devices (MTD) Credits & Guidance – BCWMC requested MPCA to setup a working group that includes commission staff and engineers; MPCA followed through. See thank you letter in packet.

2. INFORMATION ONLY (Information online only)

- A. BCWMC Administrative Calendar
- B. CIP Project Updates <http://www.bassettcreekwmo.org/projects>
- C. Grant Tracking Summary and Spreadsheet
- D. WCA Notice, Plymouth
- E. Letters to MPCA on MTD Work

7. ADJOURNMENT

MOTION: Commissioner Gwin-Lenth made a motion to adjourn the meeting at 12:02 p.m. Commissioner Welch seconded the motion. Upon a roll call vote, the amendment to the motion carried 6-0, with the cities of Crystal, Minnetonka, and St. Louis Park absent from the vote.

BCWMC March Financial Report - General Ledger				Capital Improvement Projects	General Fund	TOTAL
ASSETS						
Current Assets						
Checking/Savings						
		101 · Wells Fargo Checking	432,296.27	437,999.09	870,295.36	
		102 · 4MP Fund Investment	3,501,105.22	881.40	3,501,986.62	
		103 · 4M Fund Investment	2,483,511.82	138.54	2,483,650.36	
		Total Checking/Savings	6,416,913.31	439,019.03	6,855,932.34	
Accounts Receivable						
		112 · Due from Other Governments	-416,330.18	6,777.00	-409,553.18	
		113 · Delinquent Taxes Receivable	20,717.00	0.00	20,717.00	
		Total Accounts Receivable	-395,613.18	6,777.00	-388,836.18	
Other Current Assets						
		114 · Prepays	0.00	2,978.75	2,978.75	
		Total Other Current Assets	0.00	2,978.75	2,978.75	
		Total Current Assets	6,021,300.13	448,774.78	6,470,074.91	
TOTAL ASSETS				6,021,300.13	448,774.78	6,470,074.91
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accounts Payable						
		211 · Accounts Payable	634,209.92	51,062.32	685,272.24	
		Total Accounts Payable	634,209.92	51,062.32	685,272.24	
Other Current Liabilities						
		212 · Unearned Revenue	200,000.00	593,616.92	793,616.92	
		251 · Unavailable Rev - property tax	20,717.00	0.00	20,717.00	
		Total Other Current Liabilities	220,717.00	593,616.92	814,333.92	
		Total Current Liabilities	854,926.92	644,679.24	1,499,606.16	
		Total Liabilities	854,926.92	644,679.24	1,499,606.16	
Equity						
		311 · Nonspendable prepaids	0.00	3,223.00	3,223.00	
		312 · Restricted for improvements	5,260,202.50	0.00	5,260,202.50	
		314 · Res for following year budget	0.00	5,000.00	5,000.00	
		315 · Unassigned Funds	0.00	493,025.05	493,025.05	
		32000 · Retained Earnings	-8,420.83	-96,158.22	-104,579.05	
		Net Income	-630,420.44	-55,982.31	-686,402.75	
		Total Equity	4,621,361.23	349,107.52	4,970,468.75	
TOTAL LIABILITIES & EQUITY				5,476,288.15	993,786.76	6,470,074.91
UNBALANCED CLASSES				605,010.98	-545,011.98	59,999.00

BCWMC March Financial Report - Operating Budget							
			Annual Budget	Feb 18 - Mar 17, 22	YTD	Budget Balance	
Income							
	411	· Assessments to Cities	565,998.00	0.00	0.00	565,998.00	
	412	· Project Review Fees	60,000.00	0.00	0.00	60,000.00	
	413	· WOMP Reimbursement	5,000.00	0.00	0.00	5,000.00	
	414	· State of MN Grants	0.00	0.00	0.00	0.00	
	415	· Investment earnings	0.00	0.00	0.00	0.00	
	416	· TRPD Reimbursement	1,400.00	0.00	0.00	1,400.00	
	417	· Transfers from LT & CIP	74,949.00	0.00	0.00	74,949.00	
Total Income			707,347.00	0.00	0.00	707,347.00	
Expense							
1000 - Technical Work							
	1010	· Technical Services	145,000.00	12,341.00	12,341.00	132,659.00	
	1020	· Development/Project Reviews	75,000.00	8,638.50	8,638.50	66,361.50	
	1030	· Non-fee and Preliminary Reviews	22,000.00	3,944.00	3,944.00	18,056.00	
	1040	· Commission and TAC Meetings	14,000.00	777.00	777.00	13,223.00	
	1050	· Surveys and Studies	10,000.00	0.00	0.00	10,000.00	
	1060	· Water Quality / Monitoring	110,000.00	3,866.58	3,866.58	106,133.42	
	1070	· Water Quantity	8,000.00	628.63	628.63	7,371.37	
	1080	· Annual Flood Control Inspection	12,000.00	0.00	0.00	12,000.00	
	1090	· Municipal Plan Review	2,000.00	0.00	0.00	2,000.00	
	1100	· Watershed Monitoring Program	28,500.00	0.00	0.00	28,500.00	
	1110	· Annual XP-SWMM Model Updates	5,000.00	4,101.00	4,101.00	899.00	
	1120	· TMDL Implementation Reporting	7,000.00	0.00	0.00	7,000.00	
	1130	· APM/AIS Work	13,000.00	0.00	0.00	13,000.00	
	1140	· Erosion Control Inspections	0.00	0.00	0.00	0.00	
	1000	· Technical Work - Other		0.00	0.00	0.00	
Total 1000 - Technical Work			451,500.00	34,296.71	34,296.71	417,203.29	
2000 - Plan Development							
	2010	· Next Gen Plan Development	18,000.00	1,830.00	1,830.00	16,170.00	
	2000	· Plan Development - Other		0.00	0.00	0.00	
Total 2000 - Plan Development			18,000.00	1,830.00	1,830.00	16,170.00	
3000 - Administration							
	3010	· Administrator	70,848.00	7,038.00	14,310.00	56,538.00	
	3020	· MAWD Dues	7,500.00	0.00	0.00	7,500.00	
	3030	· Legal	17,000.00	0.00	0.00	17,000.00	
	3040	· Financial Management	13,500.00	1,000.00	1,000.00	12,500.00	
	3050	· Audit, Insurance & Bond	18,700.00	0.00	0.00	18,700.00	
	3060	· Meeeting Catering	1,300.00	0.00	0.00	1,300.00	
	3070	· Administrative Services	8,000.00	684.16	1,045.60	6,954.40	
	3000	· Administration - Other		0.00	0.00	0.00	
Total 3000 - Administration			136,848.00	8,722.16	16,355.60	120,492.40	
4000 - Education							
	4010	· Publications / Annual Report	1,300.00	0.00	0.00	1,300.00	
	4020	· Website	1,800.00	0.00	0.00	1,800.00	
	4030	· Watershed Education Partnership	18,350.00	3,500.00	3,500.00	14,850.00	
	4040	· Education and Public Outreach	28,000.00	0.00	0.00	28,000.00	
	4050	· Public Communications	1,100.00	0.00	0.00	1,100.00	
	4000	· Education - Other		0.00	0.00	0.00	
Total 4000 - Education			50,550.00	3,500.00	3,500.00	47,050.00	
5000 - Maintenance							
	5010	· Channel Maintenance Fund	25,000.00	0.00	0.00	25,000.00	
	5020	· Flood Control Proj-LT Maint	25,000.00	0.00	0.00	25,000.00	
	5000	· Maintenance - Other		0.00	0.00	0.00	
Total 5000 - Maintenance			50,000.00	0.00	0.00	50,000.00	
Total Expense			706,898.00	48,348.87	55,982.31	650,915.69	
Net Income			449.00	-48,348.87	-55,982.31	56,431.31	

BCWMC March Financial Report - CIP										
			Annual Budget	Feb 18 - Mar 17, 22	YTD	Inception to Date Expense	Remaining Budget			
Income										
	BC2,3,8 · DeCola Ponds B&C Improve			0.00	0.00					
	BC23810 · Decola Ponds/Wildwood Park	0.00		0.00	0.00					
	BC5 · Bryn Mawr Meadows	0.00		0.00	0.00					
	BC7 · Main Stem Dredging Project			0.00	0.00					
	BGP2 · Bassett Creek Park & Winnetka	0.00		0.00	0.00					
	ML21 · Jevne Park Stormwater Mgmt	0.00		0.00	0.00					
	NL2 · Four Seasons Mall Area	0.00		0.00	0.00					
	SL1,3 · Schaper Pond Enhancement	0.00		0.00	0.00					
	SL8 · Sweeny Lake Water Quality	0.00		3,789.48	3,789.48					
	TW2 · Twin Lake Alum Treatment	0.00		0.00	0.00					
	WST2 · Westwood Lake Water Quality	0.00		0.00	0.00					
Total Income			0.00	3,789.48	3,789.48					
Expense										
	2017CRM · CIP-Main Stem Cedar Lk Rd-Du	1,064,472.00		595,535.42	595,535.42	727,564.67	336,907.33			
	BC-238 · CIP-DeCola Ponds B&C	1,600,000.00		0.00	0.00	1,507,985.31	92,014.69			
	BC-2381 · CIP-DeCola Ponds/Wildwood Pk	1,300,000.00		0.00	0.00	56,789.39	1,243,210.61			
	BC-5 · CIP-Bryn Mawr Meadows	912,000.00		33,380.00	33,380.00	173,448.77	738,551.23			
	BC-7 · CIP-Main Stem Lagoon Dredging	2,759,000.00		3,139.00	3,139.00	122,201.22	2,636,798.78			
	BGP-2 · CIP- Basset Cr Pk & Winnetka	1,123,351.00		0.00	0.00	1,066,648.32	56,702.68			
	ML-12 · CIP-Medley Park Stormwater	1,500,000.00		0.00	0.00	87,218.61	1,412,781.39			
	ML-20 · CIP-Mount Olive Stream Restore	178,100.00		0.00	0.00	43,157.42	134,942.58			
	ML-21 · CIP-Jevne Park Stormwater Mgmt	500,000.00		0.00	0.00	56,390.75	443,609.25			
	NL-2 · CIP-Four Seasons Mall	990,000.00		0.00	0.00	185,236.56	804,763.44			
	PL-7 · CIP-Parkers Lake Stream Restore	485,000.00		0.00	0.00	70,913.12	414,086.88			
	SL-1,3 · CIP-Schaper Pond	612,000.00		1,404.00	1,404.00	444,482.42	167,517.58			
	SL-8 · CIP-Sweeney Lake WQ Improvemer	568,080.00		751.50	751.50	344,303.57	223,776.43			
	TW-2 · CIP-Twin Lake Alum Treatment	163,000.00		0.00	0.00	91,037.82	71,962.18			
	WST-2 · CIP-Westwood Lake Water Quality	404,500.00		0.00	0.00	404,500.00	0.00			
Total Expense			15,480,226.00	634,209.92	634,209.92	5,769,477.95				
Net Income			-15,480,226.00	-630,420.44	-630,420.44					

BCWMC March Financial Report - Long Term AccountsTotal						
	Total Budget	Feb 18 - Mar 17, 22	Year-to-Date	Inception to Date	Remaining Budget	
Income						
Fid1 - Flood Control Long Term Maint		0.00	0.00	179,421.90		
Fid2 - Flood Control Long Term Exp	699,980.00	0.00	0.00	484,266.41		
Total	699,980.00	0.00	0.00	-304,844.51	395,135.49	
Flood1 - Emergency FCP Income		0.00		0.00		
Flood2 - Emergency FCP Expense	500,000.00	0.00	0.00	0.00		
Total	500,000.00	0.00	0.00	0.00	500,000.00	
Gen - Next gen Plan Development Income		0.00	0.00	8,000.00	8,000.00	
Gen1 - Next gen Plan Development Exp	30,000.00	0.00		0.00		
Total	30,000.00	0.00	0.00	0.00	38,000.00	
Qual - Channel Maintenance Fund		0.00	0.00	20,000.00		
Qual1 - Channel Maintenance Expense	440,950.00	0.00	0.00	267,073.30		
Total	440,950.00	0.00	0.00	-247,073.30	193,876.70	
TMDL1 - TMDL Studies Income		0.00				
TMDL2 - TMDL Studies Expense	135,000.00	0.00		107,850.15		
Total	135,000.00	0.00	0.00	-107,850.15	27,149.85	

DNR Lake Vegetation Management Plan

The treatment protocols or management goals may change as new information becomes available and will be approved by the MnDNR. This variance does not preclude the requirements of applying for, and obtaining aquatic vegetation control permits (IAPM permits) as per Minnesota Rule chapter 6280. Refer to Lake Cooperator Data Summary for historic lake plant data, management history and water quality data.

Medicine Lake, Hennepin County (DOW# 27010400)	
Date Signed:	Expiration Date:
Management Targets(s):	Curly-leaf pondweed (CLP)
Variance Conditions:	<i>This Lake Vegetation Management Plan (LVMP) requests a 5-year variance to perform herbicide treatments greater than 15% of the littoral area during years when pre-treatment Frequency of Occurrence is greater than 40%.</i>
Problem Identification:	<ol style="list-style-type: none"> 1. CLP frequency of occurrence has increased substantially the past several years. 2. CLP point-intercept surveys indicate that for years with pre-treatment Frequency of Occurrence > 40% that it is difficult to control CLP within the allowed 15% of the littoral acreage. 3. CLP currently exists at >65% post-treatment Frequency of Occurrence.
DNR Management Goals:	<ol style="list-style-type: none"> 1. Maintain CLP below 25% frequency of occurrence annually 2. Reduce turion density based off year-1 densities 3. Maintain native submersed species richness to ≥ 12 species
Proposed Actions:	<ol style="list-style-type: none"> 1. Treat CLP at lake wide levels greater than the 15% allowable littoral area with a selective herbicide when pre-treatment frequency of occurrence is ≥ 40%. 2. Spot treat CLP for nuisance growth areas to the maximum allowable 15% littoral area (60 acres) with selective herbicide when pre-treatment frequency of occurrence is < 40%.

Medicine Lake, Hennepin County (DOW# 27010400)	
	<ol style="list-style-type: none"> 3. The CLP treatment shall occur in the early spring (water temperatures; 50-60 °F) when the plant is actively growing and native plants are still dormant so as to minimize non-target effects.
<p>Required Monitoring (see table below for survey timing)</p>	<ol style="list-style-type: none"> 1. Spring delineation or point-intercept survey to measure CLP pre-treatment % frequency of occurrence and identify treatment areas. 2. Early summer (end of June or beginning of July) point-intercept survey <ul style="list-style-type: none"> • Measure CLP post-treatment frequency of occurrence to determine treatment effectiveness. • Measure reduction in annual CLP frequency of occurrence. • Measure frequency of occurrence of the native plant community. 3. Late season (August or September) point-intercept survey to monitor changes in the native plant community. 4. Turion sampling to show CLP reductions over time 5. Bi-weekly water quality sampling to monitor seasonal and annual changes in trophic conditions.
<p>Justification & History</p>	<p>Medicine Lake is a eutrophic lake that was placed on the MPCA impaired water’s list in 2004 for excessive nutrients. A TMDL was completed in 2010 that identified internal loading as a significant source of the total loading budget that impacts the water quality of the lake. The two sources of internal loading identified in the TMDL included sediment phosphorus release and senescence of curly-leaf pondweed. The in-lake response modeling completed as part of the TMDL process further indicated that these two sources of loading will need to be reduced for the lake to meet MPCA state water quality goals.</p> <p>Medicine Lake has had a history of nuisance growth of curly-leaf pondweed with frequencies of occurrence as high as 80% to 90% in the early 2000s. A Medicine Lake Aquatic Plant Management sub-committee was developed in 2002 to develop an aquatic vegetation management plan to target the control of curly-leaf pondweed through herbicide treatments</p>

Medicine Lake, Hennepin County (DOW# 27010400)	
	<p>and improve the native plant community. The lake was one of the first lakes in Minnesota to receive a variance to conduct whole lake herbicide treatments for control of curly-leaf pondweed. The lake had whole lake herbicides treatments for three consecutive years from 2004-2006 with periodic spot treatments occurring from 2007-2021.</p> <p>The past several years CLP growth has increased substantially (almost 70% frequency of occurrence); and spot treatment management of CLP within the maximum allowable 15% littoral acreage has not effectively controlled CLP during years with excessive early season growth (pre-treatment frequency of occurrence ranging as high as 40%). There is concern that CLP growth will continue to increase to early 2000 levels that were observed prior to the whole lake management herbicide treatments for control of CLP (80% to 90% frequency of occurrence).</p> <p>The LVMP is requesting a variance to treat greater than the maximum allowable 15% littoral acreage during periods when pre-treatment CLP frequency of occurrence is $\geq 40\%$. The variance will provide maximum flexibility in our management approach during years when there is excessive early season growth of CLP. In addition, improved flexibility and control of CLP will further benefit the diverse native plant community that currently exists in the lake.</p> <p>The control of curly-leaf pondweed will be necessary before the lake will be considered a candidate for a future alum treatment. It's expected that an alum treatment will be needed for Medicine Lake to eventually meet the MPCA state water quality standards. The senescence of nuisance growth conditions of curly-leaf pondweed may compromise the longevity and effectiveness of the alum treatment. Consequently, it becomes critical to minimize the amount of curly-leaf pondweed growth in Medicine Lake.</p>
Cooperator(s):	<ol style="list-style-type: none"> 1.) Bassett Creek Watershed Management Commission 2.) Three Rivers Park District 3.) City of Plymouth 4.) Association of Medicine Lake Area Citizens - AMLAC

REQUIRED ANNUAL MONITORING & REPORTING

Failure to complete all required monitoring and reporting may result in no variance or permit the following year. Data will be provided to DNR Invasive Species Specialist using their data reporting template.

Required Monitoring	Timing	Monitored/Submitted By
Pre-treatment Delineation or Point-Intercept	Spring (April-May)	TRPD
Point-Intercept Survey(s)	Early and Late Summer (June & September)	TRPD
Turion Density Sampling	Fall - October	TRPD
Water Quality Monitoring (Secchi, TP, Chl-a)	Twice Monthly (May-September)	TRPD
DNR Data Report	Annually	TRPD

DNR Evaluation:

The DNR, in conjunction with other interested parties, will review the plant survey(s) and water quality results annually. If results are not meeting goals or producing negative results, then the approach to control may be revised at the discretion of the DNR. Notes to be filled out by the DNR annually are documented below.

YEAR	CLP % FOO	Turion # /meter²	Native % FOO	Comments
2016	22		37	No Herbicide Treatment in 2016
2017	45		59	No Herbicide Treatment in 2017
2018	14		76	63 Acres Treated in 2018
2019	49		77	50 Acres Treated in 2019
2020	65		72	49 Acres Treated in 2020

Required Monitoring		Timing		Monitored/Submitted By
2021	69		78	63 Acres Treated in 2021
2022				
2023				
2024				
2025				
2026				



Item 4E.
BCWMC 3-17-22

BASSETT CREEK WATERSHED MANAGEMENT COMMISSION

A RESOLUTION OF APPRECIATION FOR THE SERVICES OF JOHN ELDER TO THE BASSETT CREEK WATERSHED MANAGEMENT COMMISSION

WHEREAS, the Bassett Creek Watershed Management Commission (the "Commission") is a joint powers organization formed by the cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale and St. Louis Park; and

WHEREAS, the Commission serves as the duly constituted watershed management organization for the Bassett Creek watershed pursuant to the Metropolitan Surface Water Management Act); and

WHEREAS, under the Act and the Commission's joint powers agreement the Commission is charged with responsibility for the management of storm water to protect persons and property from flooding and to protect and preserve the water quality of lakes, streams and wetlands of the Bassett Creek Watershed and downstream receiving waters; and

WHEREAS, John Elder served as a representative from the City of New Hope for eleven years from 2011 to 2021; and

WHEREAS, John provided support and critical coordination with the city and residents during the feasibility study, design, and implementation of the Northwood Lake Stormwater Improvement Project; and

WHEREAS, John gave generously of his time and talents, without compensation, to protect and improve the environment and to serve the public with integrity, vision, and respect for others.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Bassett Creek Watershed Management Commission, its member cities, and the public hereby express its sincere and grateful appreciation to John Elder for his distinguished service to the public.

Adopted by the Board of Commissioners of the Bassett Creek Watershed Management Commission this 17th day of March, 2022.

Chair



BASSETT CREEK WATERSHED MANAGEMENT COMMISSION

A RESOLUTION OF APPRECIATION FOR THE SERVICES OF PAT CROUGH
TO THE BASSETT CREEK WATERSHED MANAGEMENT COMMISSION

WHEREAS, the Bassett Creek Watershed Management Commission (the "Commission") is a joint powers organization formed by the cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale and St. Louis Park; and

WHEREAS, the Commission serves as the duly constituted watershed management organization for the Bassett Creek watershed pursuant to the Metropolitan Surface Water Management Act); and

WHEREAS, under the Act and the Commission's joint powers agreement the Commission is charged with responsibility for the management of storm water to protect persons and property from flooding and to protect and preserve the water quality of lakes, streams and wetlands of the Bassett Creek Watershed and downstream receiving waters; and

WHEREAS, Pat Crough served as a representative from the City of New Hope for nearly ten years from August 2012 to March 2022; and

WHEREAS, Pat provided support and critical coordination with the city and residents during the feasibility study, design, and implementation of the Northwood Lake Stormwater Improvement Project; and

WHEREAS, Pat served on the Administrative Services Committee for four years from 2014 to 2017 and on the Plan Steering Committee during development of the 2015 Watershed Management Plan; and

WHEREAS, Pat gave generously of his time and talents, without compensation, to protect and improve the environment and to serve the public with integrity, vision, and respect for others.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Bassett Creek Watershed Management Commission, its member cities, and the public hereby express its sincere and grateful appreciation to Pat Crough for his distinguished service to the public.

Adopted by the Board of Commissioners of the Bassett Creek Watershed Management Commission this 17th day of March, 2022.

Chair



Memorandum

To: Bassett Creek Watershed Management Commission (BCWMC)
From: Barr Engineering Co. (Barr)
Subject: Item 4H: Peninsula Road Street and Utility Improvements – Medicine Lake, MN
BCWMC March 17, 2022 Meeting Agenda
Date: March 9, 2022
Project: 23270051 2022 2276

4H Peninsula Road Street and Utility Improvements – Medicine Lake, MN BCWMC 2021-36

Summary:

Project Proposer: City of Medicine Lake

Proposed Work: Street reconstruction, including roadway, driveway, and water mains

Basis for Review at Commission Meeting: Linear project with more than five acres of disturbance, fill in the floodplain

Impervious Surface Area: Decrease approximately 0.14 acres

Project Schedule: July 2022 Construction

Recommendation: Conditional Approval

General Project Information

The proposed linear project is in the City of Medicine Lake along Peninsula Road, Kaiser Avenue, Colonial Circle, South Shore Drive, and 15th Avenue North within the Medicine Lake direct subwatershed and Bassett Creek Main Stem subwatershed. The proposed linear project includes reconstruction of City of Medicine Lake streets and utility improvements, resulting in 7.11 acres of grading (disturbance). The proposed linear project creates 4.96 acres of fully reconstructed impervious surfaces and a decrease of 0.14 acres of impervious surfaces, from 5.10 acres (existing) to 4.96 acres (proposed).

The initial submittal was received on January 12, 2022. The BCWMC engineer reviewed the submittal and provided comments to the City on February 4, 2022. The applicant addressed the comments and submitted revised plans and documentation for review on February 25, 2022.

Floodplain

The proposed project includes work in the BCWMC (Medicine Lake) 1% annual-chance (base flood elevation, 100-year) floodplain. The February 2021 BCWMC Requirements for Improvements and Development Proposals (Requirements) document states that projects within the floodplain must maintain no net loss in floodplain storage and no increase in flood level at any point along the trunk system (managed to at least a precision of 0.00 feet). The 1% annual-chance (base flood elevation, 100-year) floodplain elevation of Medicine Lake is 890.4 feet NAVD88. The proposed project will result in 71

cubic yards of floodplain fill and 87 cubic yards of compensating storage, resulting in a net gain of 16 cubic yards of floodplain storage.

Wetlands

The BCWMC is the local government unit (LGU) responsible for administering the Wetland Conservation Act (WCA) in the City of Medicine Lake. There are nine wetlands adjacent to the proposed project. The applicant is in the process of working towards a wetland permit and has a tentative field delineation scheduled for this spring. Permit documentation and field delineation will be submitted to the BCWMC Engineer for review at a later date.

The BCWMC Engineer will also review the wetland impacts for the CenterPoint gas main project that will take place in the same project area.

Rate Control

The proposed linear project does not create one or more acres of net new impervious surfaces; therefore, BCWMC rate control review is not required.

Water Quality

The proposed linear project does not create one or more acres of net new impervious surfaces; therefore, BCWMC water quality review is not required. The applicant investigated potential water quality treatment projects and found them not to be feasible for this project. The applicant notes that the city council has been in communication with multiple residents regarding installing a BMP later, separate from this project. Following is a list of water quality treatment practices considered:

- The proposed project area does not have curbs, gutters, or manholes, which limits the use of sumps or manhole treatment devices.
- The applicant determined infiltration practices are not feasible in most locations due to high groundwater. The seasonally high groundwater for the project location is 889 feet NAVD88. For infiltration practices, the Minnesota Stormwater Manual requires 3 feet of separation from the bottom of the infiltration basin to the top of the seasonally high groundwater. To construct a 1-foot-deep infiltration basin would require a basin bottom elevation of 893 feet. The applicant submitted the attached Figure 1 to demonstrate most of the land in the proposed project area is below 893 feet, and therefore cannot be used as a location for a 1-foot-deep infiltration practice.
- The applicant determined that the inclusion of alternative stormwater treatment BMPs, such as manufactured treatment devices, was not feasible due to a limited right-of-way.
- The applicant reviewed altering the grading and bituminous surface east of Jevne Park, as suggested in the 2019 Jevne Park Feasibility Study. Altering the grading east of Jevne Park could result in more treatment of runoff before discharging to Medicine Lake. The applicant determined that there are constructability issues with this approach that are not compatible with the final design.

Erosion and Sediment Control

The proposed linear project results in one or more acres of land disturbance; therefore, the proposed project must meet the BCWMC erosion and sediment control requirements. Proposed temporary erosion

To: Bassett Creek Watershed Management Commission (BCWMC)
From: Barr Engineering Co. (Barr)
Subject: Item 4H: Peninsula Road Street and Utility Improvements – Medicine Lake, MN
Date: March 9, 2022
Page: 3

and sediment control features include rock construction entrances, silt fence, and sediment control logs. Permanent erosion and sediment control features include riprap and stabilization by seeding and mulching.

Recommendation

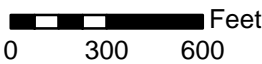
We recommend that the Commission conditionally approve the project plans as submitted on February 25, 2022. Conditional approval is based on the following comment:

- Field delineation of wetlands and all required Wetland Conservation Act documents must be completed prior to the start of construction.

Barr Footer: ArcGIS 10.8.1, 2022-03-06 13:35 File: I:\Client\BassettCreek\GIS\maps\Permits\Maps-2021\2021-36 Peninsula Rd Street and Utility Improvements.mxd User: BMA



- Project Location
- Municipality
- BCWMC Legal Boundary
- Major Subwatershed
- BCWMC Hydrologic Boundary



BCWMC #2021-36
 PENINSULA ROAD STREET
 & UTILITY IMPROVEMENTS
 Medicine Lake, MN

LOCATION MAP



Legend
 Elevation_ft
 Value
 ≤ 893 (high groundwater)

0 312.5 625 Feet
 N



3635 MADNAIS CENTER DR
 ST. PAUL, MN 55110
 PHONE: (651) 455-2300
 FAX: (651) 933-0160
 TOLL FREE: (800) 325-2055
 www.sehinc.com

Project: MEDLK 160464
 Print Date: 2/22/2022
 Map by: rlynn
 Projected by:
 Date:

High Groundwater Areas
 Peninsula Rd.
 Medicine Lake, MN

Figure 1

This map is a highly modified map of a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources and is not intended to be used for purposes other than those for which it was prepared. The user of this map acknowledges that the user shall be liable for any damage or loss of any kind resulting from the use of this map. The user of this map acknowledges that the user shall be liable for any damage or loss of any kind resulting from the use of this map.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement"), dated this ___ day of _____, 2022, is between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the "Commission"), and the City of Minneapolis, a Minnesota home rule charter city (the "City"). The Commission and the City may be referred to collectively herein as the "Parties."

RECITALS

WHEREAS, the Parties each share a common interest in ensuring the continued function, access, and operation of the underground Bassett Creek Tunnel (the "Tunnel"), which is located within the City, owned by the City, and subject to an easement agreement between the City and respective property owner ("Easement Agreement");

WHEREAS, the City received application for a private redevelopment project (the "Project") located over the Tunnel; and

WHEREAS, given the Parties' common interests in the Tunnel, the Commission's engineers have been actively involved in assisting with the Project review and reviewing and commenting on the including assistance with an amendment to the Easement Agreement ("Services"); and results thereof,

WHEREAS, in exchange for the Commission's engineer's involvement with said Project review, the City wishes to reimburse the Commission for half the cost of the Commission engineer's Services, all in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the performance by the Parties of the terms herein and for other good and valuable consideration, the Commission and the City hereby covenant and agree as follows:

AGREEMENT

1. Commission's Procurement of Services. The Commission hereby agrees to engage their engineer to provide the Services previously described herein. The Commission agrees to limit its engineer's fees for the Services that are subject to reimbursement herein to \$30,000. The Commission shall be solely responsible for making full payments to its engineer in accordance with that separate agreement between the Commission and its engineer, and said payments shall be subject to fifty percent (50%) reimbursement by the City as provided for in Sections 3 and 4 of this Agreement.

2. Deliverables to City. The Commission agrees to provide the City with a copy of any deliverables and data provided by its engineer related to the Services and requested by the City upon completion and finalization of said deliverables. For the sake of clarification, the Services generally include technical review and comments related to the Project and no specific deliverables are contemplated. The Commission will also provide the City with an opportunity to

make reasonable follow-up inquiries related to the engineer's findings and conclusions so as to aid in the City's ability to interpret, utilize and rely upon information derived from the Services.

3. Reimbursement for the Commission Engineer's Services. The City agrees to reimburse the Commission for the Services upon completion of the conditions set forth in Section 2 of this Agreement, and within 30 days of reimbursement requests submitted to the City by the Commission. At the City's request, the Commission shall provide copies of paid invoices as evidence of said fees for said Services.

4. Fee Limit. Notwithstanding any other provision to the contrary, the City's total responsibility for reimbursement of any and all fees under this Agreement shall not exceed \$15,000.

5. Term of Agreement. This Agreement shall commence on the date of execution by both Parties and it shall remain in full force and effect until the completion of the Services and all reimbursement required herein is made by the City, at which point the Agreement shall immediately terminate. Notwithstanding the foregoing, the Parties agree that Services subject to reimbursement pursuant to this Agreement commenced in September of 2021, prior to the execution of this Agreement.

6. Entire Agreement. This Agreement contains the complete agreement between the Parties and supersedes any previous oral agreements, representations and negotiations between the Parties regarding the subject matters of this Agreement. The Parties agree that there are no representations, warranties, collateral agreements or conditions affecting this Agreement except for those that are expressly provided herein.

7. Assignment. Neither party shall assign this Agreement without the written consent of the other party.

8. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their permitted successors and assigns.

9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

10. Data Practices. Any and all data created, collected, received, stored, used, maintained, or disseminated to either party pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

11. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

12. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue

to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

13. Waiver. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

14. Incorporation of Recitals. The Recitals set forth in the preamble to this Agreement are incorporated into this Agreement as if fully set forth herein.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 2022.

THE COMMISSION:

By:

Chairperson Cesnik

By:

Secretary Harwell

FOR THE CITY OF MINNEAPOLIS:

Approved as to Form by:

Signature:

Assistant City Attorney

Signature:

Department Head (or Designee) Authorized to Sign this Contract and/or Responsible for Administering and Monitoring Contract

Signature:

Finance Officer or Designee/Purchasing Agent

**FY 2022 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
CLEAN WATER FUND COMPETITIVE GRANTS PROGRAM
GRANT AGREEMENT**

Vendor:	0000265343
PO#:	3000014368

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

This grant is for the following Grant Programs:		
C22-2534	Medley Park Stormwater Treatment Project	\$300,000
Total Grant Awarded: \$300,000		

Recitals

1. The Laws of Minnesota 2019, 1st Special Session, Chapter 2, Article 2, Sec. 7(b), appropriated Clean Water Funds (CWF) to the Board for the FY22 Clean Water Fund Projects & Practices Grants.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 1, Article 2, Sec. 6(b) &(j), appropriated Clean Water Funds (CWF) to the Board for the FY22 Clean Water Fund Projects & Practices Grants.
3. The Board adopted the FY22 Clean Water Fund Competitive Grant Policy and authorized the FY22 Clean Water Fund Competitive Grants Program through Board Order #21-16.
4. The Board adopted Board Order #21-54 to allocate funds for the FY22 Clean Water Fund Competitive Grants Program.
5. The Grantee has submitted a Board approved work plan for this Program, which is incorporated into this Grant Agreement by reference.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

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

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

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

Grant Agreement

1. **Terms of the Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
 - 1.2. **Expiration date: December 31, 2024**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 19. Intellectual Property Rights.

2. **Grantee's Duties.**

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

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Grant Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
 - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2025 or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.**

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

4. **Terms of Payment.**

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

5. **Conditions of Payment.**

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this Program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, FY21 Clean Water Fund Competitive Grant Policy, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State or local law.
- 5.2. Minnesota Statutes §103C.401 (2018) establishes the Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

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

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

- 6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.
- 6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. **Liability.**

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

8. **State Audits.**

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

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

9. **Government Data Practices.**

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

10. **Workers' Compensation.**

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

11. **Publicity and Endorsement.**

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

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

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

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

13. **Termination.**

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

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

13.3. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of

Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

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

15. Prevailing Wage.

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

16. Municipal Contracting Law.

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Constitutional Compliance.

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

18. Signage.

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

19. Intellectual Property Rights.

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

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

Approved:

Bassett Creek WMC

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____



BASSETT CREEK WATERSHED MANAGEMENT COMMISSION

A RESOLUTION OF APPRECIATION FOR THE SERVICES OF GARY HOLTER
TO THE BASSETT CREEK WATERSHED MANAGEMENT COMMISSION

WHEREAS, the Bassett Creek Watershed Management Commission (the “Commission”) is a joint powers organization formed by the cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale and St. Louis Park; and

WHEREAS, the Commission serves as the duly constituted watershed management organization for the Bassett Creek watershed pursuant to the Metropolitan Surface Water Management Act); and

WHEREAS, under the Act and the Commission’s joint powers agreement the Commission is charged with responsibility for the management of storm water to protect persons and property from flooding and to protect and preserve the water quality of lakes, streams and wetlands of the Bassett Creek Watershed and downstream receiving waters; and

WHEREAS, Gary Holter served as a representative from the City of Medicine Lake for seven years from February 2015 to March 2022; and

WHEREAS, Gary provided support and critical coordination with residents during the development of the Jevne Park Stormwater Improvement Project feasibility study; and

WHEREAS, Gary steadfastly coordinated with Commission and city representatives in searching for ways to improve water quality in Medicine Lake within the City; and

WHEREAS, Gary served on the Commission’s Education Committee and the Aquatic Plant Management/Aquatic Invasive Species Committee in 2017; and

WHEREAS, Gary gave generously of his time and talents, without compensation, to protect and improve the environment and to serve the public with integrity, vision, and respect for others.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Bassett Creek Watershed Management Commission, its member cities, and the public hereby express its sincere and grateful appreciation to Gary Holter for his distinguished service to the public.

Adopted by the Board of Commissioners of the Bassett Creek Watershed Management Commission this 20th day of January, 2022.

Chair



Memorandum

To: Bassett Creek Watershed Management Commission
From: Barr Engineering Co.
Subject: Item 5A – Consider Approval of 90% Design Plans for 2021 Bryn Mawr Meadows Water Quality Improvement Project (2020 CIP Project BC-5) - BCWMC March 17, 2022 Meeting Agenda
Date: March 10, 2022
Project: 23271887.00

5A Consider Approval of 90% Design Plans for 2021 Bryn Mawr Meadows Water Quality Improvement Project, Minneapolis (2021 CIP Project BC-5)

Summary:

Proposed Work: 2021 Bryn Mawr Meadows Water Quality Improvement Project, Minneapolis (2021 CIP Project BC-5)

Basis for Commission Review: 90% Design Plans Review

Change in Impervious Surface: N.A.

Recommendations:

- 1) Consider approval of 90% drawings (first recommendation) or, options for revising the project to reduce costs
- 2) Authorize Commission Engineer to continue working with MPRB and the City to complete final plans and design documents

The Bassett Creek Watershed Management Commission (BCWMC) is funding the initially estimated \$912,000 "Water Quality Improvements in Bryn Mawr Meadows Project" (Main Stem Watershed) (2021 CIP Project BC-5). Funding for this project was originally planned as:

- \$512,000 funded through a combination of CIP levies collected in tax years 2020 – 2021,
- Remaining \$400,000 funded through a Clean Water Fund grant from the Minnesota Board of Water and Soil Resources.

Unlike most CIP projects where the BCWMC enters into an agreement with a member city to design and construct the project, the BCWMC is designing and overseeing construction management of this project, in close coordination with the Minneapolis Park and Recreation Board (MPRB) and the City of Minneapolis (City). The water quality improvements project will be bid and constructed as part of Phase I of the MPRB's Bryn Mawr Meadows Park Improvements project. At their November 2020 meeting, the Commission approved a timeline for implementation and directed the Commission Engineer to prepare a scope of work for project design and engineering. The Commission approved the engineering scope and

budget at their June 2021 meeting. Fifty percent design plans for the project were approved at the Commission's January 2022 meeting. Since that time, the Commission Engineer completed 90% designs. Pursuant to the approved work scope, the Commission must review and approve the 90% design plans.

Feasibility Study and Selected Project

The BCWMC's *Feasibility Report for Bryn Mawr Meadows Water Quality Improvement Project* (Barr Engineering, January 2019) considered three concepts for diverting stormwater from City of Minneapolis storm sewer into Bryn Mawr Meadows Park, and directing the water into new stormwater treatment ponds to achieve above-and-beyond water quality improvements. The Commission approved the *Bryn Mawr Meadows Water Quality Improvement Project Feasibility Study* in January 2019 and selected implementation of Concept #3 – Northwest Neighborhood Diversion and Penn Pond Low Flow Diversion. The approved concept would capture and divert stormwater runoff from 45.1 acres of residential area west of Bryn Mawr Meadows Park and low flows that discharge from the Minnesota Department of Transportation's (MnDOT's) Penn Pond. Stormwater runoff from the residential area currently flows to Bassett Creek untreated.

The concept included the construction of two new stormwater ponds within Bryn Mawr Meadows Park and the diversion of stormwater runoff through the installation of two storm sewer system retrofits: 1) the installation of a low-diversion weir within an existing City of Minneapolis manhole located south of the intersection at Morgan Avenue South and Laurel Avenue West; and 2) the rerouting of an existing storm sewer connection at the intersection of Laurel and Morgan Avenues, to divert flows from the Northwest Neighborhood into the new stormwater ponds. The feasibility study concept for these two retrofits included the installation of a new 12-inch pipe to capture and direct flow from the low flow diversion into the stormwater ponds. The rerouting of flows at the Laurel and Morgan Avenues intersection involved combining the flow from 4 existing catch basins into a 15-inch pipe, which would then transmit the stormwater under Morgan Avenue and into the ponds at the park. The installation of two new catch basins near the intersection was also included.

The feasibility study estimated that the project would remove an average of 30 pounds of total phosphorus each year; keeping these pollutants from entering Bassett Creek and ultimately the Mississippi River.

The feasibility report for the project formed the basis for the project design. The feasibility report and further project information can be found online at <https://www.bassettcreekwmo.org/projects/all-projects/bryn-mawr-meadows-water-quality-improvement-project>.

Design Features – 90% Plans

The water quality improvement project (i.e., Water Quality Project) 90% plan set continues to reflect the base components of the feasibility study's Concept #3, including two new stormwater ponds within Bryn Mawr Meadows Park and the installation of both a low flow diversion and diversion of flows from the Northwest Neighborhood area.

To: Bassett Creek Watershed Management Commission
From: Barr Engineering Co.
Subject: Item 5A – Consider Approval of 90% Design Plans for 2021 Bryn Mawr Meadows Water Quality Improvement Project (2020 CIP Project BC-5) - BCWMC March 17, 2022 Meeting Agenda
Date: MarchMarch 10, 2022
Page: 3

The 90% plans reflect several changes since the 50% plan set, based on feedback from the City and MPRB and additional design work performed by the Commission Engineer. Draft 90% design plans, cost estimates and specifications for the Water Quality Project were submitted to the City and MPRB for review and comment in February 2022. Comments received include a requirement to modify pipe materials and pavement cross-sections within City right-of-way, the need to reconfigure and modify the design of catch basins at the Morgan and Laurel Avenues intersection to allow for the addition of a pedestrian crossing at that location, and the relocation of the downstream pond's outlet structure to increase the flow path through the pond to allow for additional settling of sediment. Other design changes since the 50% design include: using additional piles to support storm sewer infrastructure within the park, upsizing of pipes extending from the low flow diversion structure, and updating site grading in the areas immediately surrounding the stormwater ponds. The grading change, provided by MPRB, includes the addition of a graded bench along the southern pond's edge to allow for installation of a seating area. Also, between the 50% and 90% design milestones, the MPRB informed the Commission Engineer that an existing 12-inch storm sewer pipe, which extends through the area of the stormwater treatment ponds, was not planned for removal or relocation as part of the park reconstruction project. It is believed this pipe is connected to an upgradient drainage system and drain tiles within the park, and will need to be re-routed around the proposed ponds as part of the Water Quality Project. The Commission Engineer added the re-routed pipe to the 90% design plans and cost estimate. Some uncertainty remains as to the ultimate alignment, functionality and ownership of this pipe post-park reconstruction. Any further adjustments needed to the pipe design or inclusion of it within the Water Quality Project, will be coordinated with the City and MPRB as we progress from 90% to final design.

As the project design has progressed, we have obtained additional information on the Bryn Mawr area storm sewer infrastructure and stormwater flow patterns in the area of I-394 and Penn Pond. This information shows a portion of the area that was previously assumed to flow into Penn Pond to instead flow around the pond and toward the park. These changes have minimal impacts on the design of the Water Quality Project, but have been accounted for in the stormwater modeling used to predict pollutant removal efficiencies. The model results reported below are based on the most up-to-date information available to the Commission Engineer at the time of this memorandum.

A summary of estimated benefits for the Bryn Mawr Meadows Water Quality Project – Concept #3, at the feasibility study stage and at 90% design is summarized below:

	Estimated TSS Removal (lbs/year)	Estimated TP Removal (lbs/year)	Est. Annualized Cost per Pound of TP Removal (\$/lb TP/year)
Feasibility Study (January 2018)	10,469	30	\$1,540-\$2,060
90% Design Plans	12,566	37	\$2,552

Site Environmental Considerations

Environmental impacts and subsurface debris from previous filling and historical site use were identified in the park during investigations completed at the site between 2017 and 2020. These investigations were completed through a grant from Hennepin County on behalf of the City, BCWMC and MPRB in preparation for the project, and with funding from the City in preparation for the sanitary sewer replacement project extending through the Project area. The investigations identified fill with debris and petroleum-related contamination in site soils. The petroleum contamination was identified in the subsurface soils within a depth range of 1 to 10 feet below ground at variable thicknesses along the historical roadway that ran west – east across the site, between the two proposed stormwater pond locations. Debris and historical foundations in the subsurface are also present in a former residential area on the west side of the park as a result of demolition of former homes and filling. Since the time of the 2017 and 2020 investigations, the proposed water quality pond sizes and locations have changed, so limited information is available in the current planned pond areas regarding contamination, but it is anticipated a portion of the on-park stormwater pipe trenches and pond areas have contaminated soils or debris. Metals and petroleum-related contamination were also identified in a groundwater sample at the site.

The scope of work for engineering services for the Bryn Mawr Meadows Water Quality project includes the preparation of a Response Action Plan (RAP) to address soil and groundwater contamination during construction of the project. Barr is also developing a RAP on behalf of MPRB to address contamination that may be encountered during construction of park features. Because the overall larger park project will be implemented by one contractor, the two RAPs will be developed as a single document, with MPRB funding those portions of the document that address park features. The MPRB will submit the RAP to the MPCA for technical review and approval for the project. The RAP will propose the following actions:

- Excavated soils with petroleum impacts or debris will be segregated and disposed of at a RCRA subtitle D non-hazardous waste landfill. If petroleum contamination is identified at the bottom or sides of the excavations, additional over-excavation will be performed to remove the contaminated soil and

replace it with clean soil from onsite to provide a minimum 4-foot clean soil cover between the ponds and contaminated soils. In any areas where a heavy petroleum sheen is observed on soils, a 20-foot buffer is planned.

- Storm sewer trenches in contaminated areas will be backfilled with bentonite collars on the outer ends of the contaminated areas to prevent preferential flow through the sewer trench materials of contaminated water. Contaminated soils will not be used to backfill utility trenches.
- Field screening and additional soil sampling will be performed by Barr with test excavations performed by the contractor to further delineate the extent of contamination in the planned excavation areas prior to pond construction. Field observations during the sanitary sewer construction prior to the BCWMC pond construction will also be used to inform the extent of contamination expected during the pond and storm sewer excavations and assist the contractor with proper management and disposal of the soils.
- Buried footings or debris will also be removed and disposed of offsite as needed to implement the project.
- Dewatering water will be discharged to the sanitary sewer under a Metropolitan Council Environmental Services (MCES) Special Discharge Permit.

Opinion of Cost

The table below summarizes our Engineer’s Opinion of Probable Costs, based on the 90% design plans. The detailed Opinion of Probable Costs is included as an attachment.

Table 1 Summary of Estimated Costs – Concept #3, 90% Design

Description		Estimated Cost
Mobilization / Demobilization		\$ 70,000
Traffic Control		\$ 10,000
Removals: Curb & Gutter, Pavement, Storm Sewer		\$ 53,708
Earthwork: Excavation, Hauling, Disposal, Backfill, and Compaction		\$ 688,693
Environmental Response Contingency		\$ 102,000
Storm Sewer: Piping, Structures, Collars, and Riprap		\$ 410,985
Roadway Restoration: Class 5, Curb & Gutter, Paving		\$ 58,320
Vegetation: Seed & Mulch, Plugs, Shrubs, and 3-Year Establishment		\$ 43,900
Record Survey		\$10,000
Construction Subtotal ¹		\$ 1,448,000
Construction Contingency (10%)		\$ 145,000
Total w/Construction Contingency		\$ 1,593,000
ESTIMATED ACCURACY RANGE	-15%	\$ 1,434,000
	20%	\$ 1,832,000

¹ Estimate costs are reported to nearest thousand dollars.

The total estimated project costs, including design and engineering, are currently over the overall budget allowed for this project. The feasibility study estimated the opinion of probable construction costs at \$611,000. Estimated construction costs at the 90% design are \$1,593,000.

As discussed at the 50% design project milestone, there are several reasons for the difference between estimated costs at the feasibility stage compared to the 90% design, including:

- Unprecedented inflation in construction unit costs, in the 3.5 years since the completion of the project feasibility study.
- Investigations at the site were performed prior to site design. Based on the limited environmental data in the planned excavation areas, the cost opinion reflects this uncertainty by using a conservative estimate of the volume of contaminated or debris-impacted soil requiring landfill disposal, and a contingency for unexpected subsurface environmental impacts.
- Additional street removal and reconstruction is required to capture as much of the low flow as possible.
- Recommendations for landscaping along the pond edges and storm sewer designs have matured. Updates are aligned with requirements of the project partners and will help with erosion prevention, aesthetics and project performance long-term.

Several cost saving alternatives were investigated and discussed during the presentation to the Commission of the 50% design. Alternatives included the following options:

- Alternative #1: Remove Pond A and the Northwest Neighborhood Diversion.
- Alternative #2: Remove Pond A and the Northwest Neighborhood Diversion. Make Pond C 2 feet deeper.
- Alternative #3: Remove Pond C and the Penn Pond Low Flow Diversion.
- Alternative #4: Remove Pond C and the Penn Pond Low Flow Diversion. Make Pond A 2 feet deeper.
- Alternative #5: Remove the Northwest Neighborhood Diversion.
- Alternative #6: Remove the Northwest Neighborhood Diversion. Move the Low Flow Diversion to the North, Expand Pond A and Remove Pond C.
- Alternative #7: Reduce Pond Depths in Base Design by 1 Foot.

At its January 2022 meeting, the Commission approved advancing the Bryn Mawr Water Quality Project 50% design, as presented, and to not pursue the cost saving alternatives above. It was noted that the base design continued to offer the maximum amount of pollutant removal. The possibility of securing additional funds for the project was also discussed at the meeting.

Due to additional significant increases in the estimated project cost since the 50% designs, staff again analyzed cost saving alternatives for the Commission's consideration. Upon our further review of the alternatives listed above, we prioritized the three alternatives which provide the most savings while still providing significant water quality treatment. These three alternatives have been updated to reflect unit

costs and the integration of City and MPRB project comments at the 90% design stage. The following table summarizes these alternatives and the estimated cost savings of each. Estimated pollutant removal efficiencies of each of these alternatives will be presented at the Commission meeting. The Commission Engineer will also review the potential of a hybrid option between the base design and Alternative 6 for presentation at the Commission meeting.

The Commission Administrator and Engineers recommend approval of the 90% designs for the base (original) project. Implementation of the full project will maximize our opportunity to realize water quality improvements during the park reconstruction project and, while high, the cost per pound pollutant removal is within the realm of other recent projects.

If the Commission feels the cost of the original design is too high (i.e., would require increasing the levy to an unacceptable level), we recommend approval of one of the cost-saving alternatives. Our order of preference/recommendation of the alternatives listed above is #6, #2, #1. We will provide additional information on the hybrid base-Alternative 6 option at the Commission meeting.

Alternative	Est. Construction Cost	Est. Construction Cost Savings
6: Remove the Northwest Neighborhood Diversion. Move the Low Flow Diversion to the North, Expand Pond A and Remove Pond C. (most preferred alternate)	\$846,000	\$747,000
2: Remove Pond A & the NW Neighborhood Diversion. Make Pond C 2-feet deeper. (second preferred alternate)	\$678,000	\$915,000
1: Remove Pond A & the NW Neighborhood Diversion. (least preferred alternate)	\$662,000	\$931,000

Pursuit of a project cost saving alternative would require additional project engineering and design. The identified alternatives have not been optimized to target maximum pollutant removals. We recommend performing this optimization, if one of the cost-saving alternatives were pursued.

Schedule

The MPRB will construct the Bryn Mawr Meadows Water Quality Project as part of their larger park redevelopment project. Park construction is planned to take place in 2022-2023. The table below summarizes the anticipated schedule.

Tasks and milestones	Estimated Schedule
Design – complete 90% plans and opinion of cost for Commission review and approval	March 2022 Commission meeting
Permitting (overseen by MPRB)	Ongoing through Spring/Summer 2022
Design – complete 100% plans specifications, and opinion of cost. Project will be bid with MPRB park redevelopment project.	Tentatively planning for April 2022
Bidding	April-May 2022
Construction	Summer 2022 – Spring 2023
Record drawings, final restoration, project closeout	Spring/Summer 2023

Approvals/Permit Requirements

MPRB and their consultants are leading the permitting work for the Water Quality Project, as part of the overall park reconstruction project. The following permitting and approvals are required.

- 1) Minnesota Pollution Control Agency (MPCA) permitting. Because the CIP project features will be constructed as part of the larger park reconstruction project, which will result in more than one-acre of land disturbance, a Construction Stormwater General Permit will be required.
- 2) MPRB construction permit. This permit is required for all construction-related activities taking place on MPRB parkland.
- 3) City of Minneapolis Soil Erosion and Sediment Control Permit. Because construction of the CIP project features will result in more than 500-square feet of land disturbance, a Soil Erosion and Sediment Control permit will be required.
- 4) City of Minneapolis Stormwater Management Plan. Because the CIP project features will be constructed as part of the larger park reconstruction project, which will result in more than one-acre of land disturbance, a Construction Stormwater General Permit will be required.
- 5) MCES Special Discharge Permit. In order to comply with the project’s RAP, groundwater will be discharged to the sanitary sewer, which requires issuance of a Special Discharge Permit from MCES.

In addition to the above, BCWMC review and approval of the overall park reconstruction project is required.

Recommendations

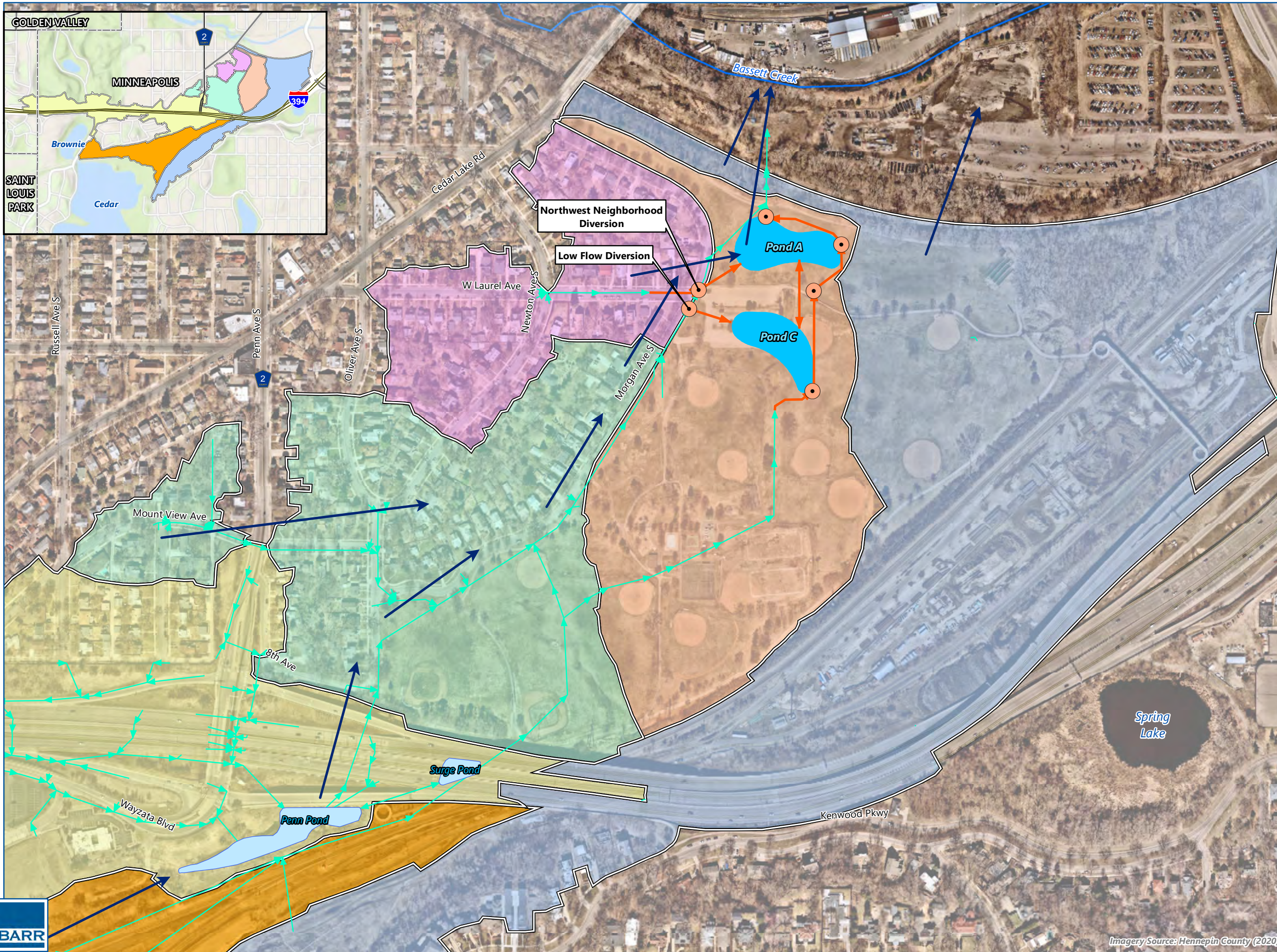
- A) Consider approval of 90% drawings (first recommendation) or, options for revising the project to reduce costs
- B) Authorize Commission Engineer to continue working with MPRB and the City to complete final plans and design documents

Attachments

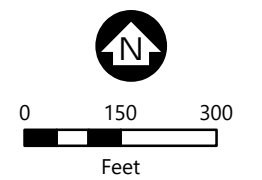
Figure 1 – Project Area Map – 90% Design

Figure 2 – Engineer’s Opinion of Probable Costs – 90% Design

Barr Footer: ArcGIS 10.8.1, 2022-03-04 17:52 File: I:\Client\BassettCreek\Work_Orders\2021\Bryn_Mawr_Meadows_WQ_Improvement\Maps\Reports\Stormwater_Mgmt_Report\Figure 1 - 90% Design Water Quality Summary_2022-03-04.mxd User: GDF



- New Structure
 - Creeks
 - General Flow Paths
 - Proposed Storm Sewer
 - Existing Storm Sewer
 - Proposed Stormwater Pond
 - Existing Stormwater Pond
- Proposed Watersheds
- Drains to Low Flow Diversion Weir
 - Drains to Northwest Neighborhood Diversion
 - Park Area Contributing to Ponds A and C
 - Drains to Pipe Through Park
 - Park Area Draining Away from Ponds A and C
 - Drains to Penn Pond
 - Municipal Boundary




90% DESIGN - CONCEPT 3
Northwest Neighborhood
Diversion & Low Flow Diversion
Bryn Mawr Meadows Park
Water Quality Project BC-5

FIGURE 1



Imagery Source: Hennepin County (2020)

 PREPARED BY: BARR ENGINEERING COMPANY ENGINEER'S OPINION OF PROBABLE PROJECT COST PROJECT: Bryn Mawr Water Quality Improvements LOCATION: Bryn Mawr Park, Minneapolis PROJECT #: 23/27-1887.00	SHEET:	1	OF	1
	CREATED BY:	JPP	DATE:	3/2/2022
	CHECKED BY:		DATE:	
	APPROVED BY:		DATE:	
	ISSUED:	90% BCWMC Review	DATE:	3/10/2022

Above and Beyond Water Quality Improvement by BCWMC - 90% Design - BASE DESIGN

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT COST	ITEM COST	NOTES
1	MOBILIZATION/DEMOLITION	LS	1	\$70,000.00	\$70,000.00	1,2,3,4,5,6,7
2	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	1,2,3,4,5,6,7
3	REMOVE CURB AND GUTTER	LF	171	\$8.00	\$1,368.00	1,2,3,4,5,6,7
4	SAWCUT PAVEMENT (FULL DEPTH)	LF	108	\$5.00	\$540.00	1,2,3,4,5,6,7
5	REMOVE CONCRETE SIDEWALK, 3.5" DEPTH	SY	60	\$15.00	\$900.00	1,2,3,4,5,6,7
6	REMOVE BITUMINOUS PAVEMENT, 4" DEPTH	SY	810	\$8.00	\$6,480.00	1,2,3,4,5,6,7
7	REMOVE MANHOLE OR CATCH BASIN	EA	9	\$700.00	\$6,300.00	1,2,3,4,5,6,7
8	CONSTRUCT BULKHEAD AT PIPE	EA	1	\$500.00	\$500.00	1,2,3,4,5,6,7
9	CONSTRUCT BULKHEAD AT STRUCTURE	EA	3	\$500.00	\$1,500.00	1,2,3,4,5,6,7
10	REMOVE SEWER PIPE (STORM)	LF	1,299	\$25.00	\$32,475.00	1,2,3,4,5,6,7
11	REMOVE SEWER PIPE (SANITARY)	LF	243	\$15.00	\$3,645.00	1,2,3,4,5,6,7
12	ENVIRONMENTAL TEST EXCAVATIONS	HR	8	\$150.00	\$1,200.00	1,2,3,4,5,6,7
13	EXCAVATION - PAVEMENT BASE MATERIALS	CY	142	\$12.00	\$1,704.00	1,2,3,4,5,6,7
14	EXCAVATION - COMMON	CY	15,436	\$9.00	\$138,924.00	1,2,3,4,5,6,7
15	HAUL AND DISPOSE OF CONTAMINATED MATERIAL	CY	4,631	\$55.00	\$254,705.00	1,2,3,4,5,6,7
16	HAUL AND DISPOSE OF SUBSURFACE DEBRIS	CY	772	\$55.00	\$42,460.00	1,2,3,4,5,6,7
17	HAUL AND DISPOSE OF EXCAVATED MATERIAL	CY	9,020	\$20.00	\$180,400.00	1,2,3,4,5,6,7
18	HAUL AND DISPOSE OF CONTAMINATED MATERIAL (STORM SEWER)	CY	1,155	\$55.00	\$63,525.00	1,2,3,4,5,6,7
19	EMBANKMENT - COMMON (STORM SEWER)	CY	1,155	\$5.00	\$5,775.00	1,2,3,4,5,6,7
20	ENVIRONMENTAL RESPONSE CONTINGENCY	LS	1	\$102,000.00	\$102,000.00	1,2,3,4,5,6,7
21	RANDOM RIPRAP CLASS II	TON	54	\$70.00	\$3,780.00	1,2,3,4,5,6,7
22	SUBGRADE CORRECTION FOR UTILITIES	LS	1	\$20,000.00	\$20,000.00	1,2,3,4,5,6,7
23	12" HDPE PIPE (DUAL WALL)	LF	762	\$45.00	\$34,290.00	1,2,3,4,5,6,7
24	15" RC PIPE SEWER, CL V	LF	235	\$80.00	\$18,800.00	1,2,3,4,5,6,7
25	15" PVC PIPE SEWER, SDR 26	LF	91	\$125.00	\$11,375.00	1,2,3,4,5,6,7
26	16" DUCTILE IRON PIPE SEWER, CL 52	LF	32	\$400.00	\$12,800.00	1,2,3,4,5,6,7
27	18" HDPE PIPE (DUAL WALL)	LF	572	\$70.00	\$40,040.00	1,2,3,4,5,6,7
28	18" HDPE PIPE APRON	EA	3	\$300.00	\$900.00	1,2,3,4,5,6,7
29	36" HDPE PIPE (DUAL WALL)	LF	231	\$400.00	\$92,400.00	1,2,3,4,5,6,7
30	36" HDPE PIPE APRON	EA	2	\$800.00	\$1,600.00	1,2,3,4,5,6,7
31	BENTONITE ANTI-SEEPAGE COLLAR	EA	4	\$3,200.00	\$12,800.00	1,2,3,4,5,6,7
32	30" RC POT CATCH BASIN	LF	9	\$500.00	\$4,500.00	1,2,3,4,5,6,7
33	30" NYLOPLAST MANHOLE	LF	14	\$500.00	\$7,000.00	1,2,3,4,5,6,7
34	48" REINFORCED CONCRETE MANHOLE	LF	40	\$800.00	\$32,000.00	1,2,3,4,5,6,7
35	60" REINFORCED CONCRETE MANHOLE	LF	9	\$1,200.00	\$10,800.00	1,2,3,4,5,6,7
36	60" DIAMETER OUTLET STRUCTURE WITH WEIR	LS	1	\$20,000.00	\$20,000.00	1,2,3,4,5,6,7
37	60" OVERFLOW TRASH GRATE	EA	1	\$5,000.00	\$5,000.00	1,2,3,4,5,6,7
38	CASTING ASSEMBLY	EA	14	\$1,000.00	\$14,000.00	1,2,3,4,5,6,7
39	ADJUST FRAME AND RING CASTING	EA	4	\$600.00	\$2,400.00	1,2,3,4,5,6,7
40	PILING	LF	960	\$60.00	\$57,600.00	1,2,3,4,5,6,7
41	CONNECT TO EXISTING STORM SEWER STRUCTURE	EA	2	\$1,200.00	\$2,400.00	1,2,3,4,5,6,7
42	CAST-IN-PLACE CONCRETE DIVERSION WEIR	EA	1	\$5,000.00	\$5,000.00	1,2,3,4,5,6,7
43	CONCRETE COLLAR	EA	1	\$1,500.00	\$1,500.00	1,2,3,4,5,6,7
44	PAVEMENT SUBGRADE PREPARATION	SY	810	\$2.00	\$1,620.00	1,2,3,4,5,6,7
45	AGGREGATE BASE, CLASS 5	CY	149	\$40.00	\$5,960.00	1,2,3,4,5,6,7
46	CONCRETE CURB AND GUTTER B612	LF	151	\$40.00	\$6,040.00	1,2,3,4,5,6,7
47	CONCRETE SIDEWALK, 3.5" DEPTH	SY	60	\$70.00	\$4,200.00	1,2,3,4,5,6,7
48	BITUMINOUS PAVEMENT, 4" DEPTH	SY	810	\$50.00	\$40,500.00	1,2,3,4,5,6,7
49	SEEDING - MNDOT MIX 33-261	AC	0.4	\$7,000.00	\$2,800.00	1,2,3,4,5,6,7
50	STRAW MULCH - MNDOT TYPE 1	AC	0.4	\$3,500.00	\$1,400.00	1,2,3,4,5,6,7
51	HYDROSEEDING - MNDOT MIX 25-151	SY	60	\$20.00	\$1,200.00	1,2,3,4,5,6,7
52	PLUGS	EA	5,000	\$4.00	\$20,000.00	1,2,3,4,5,6,7
53	SHRUBS, #2 CONTAINER	EA	50	\$70.00	\$3,500.00	1,2,3,4,5,6,7
54	ESTABLISHMENT MAINTENANCE (3 YEARS)	YEAR	3	\$5,000.00	\$15,000.00	1,2,3,4,5,6,7
55	RECORD SURVEY	LS	1	\$10,000.00	\$10,000.00	1,2,3,4,5,6,7
	CONSTRUCTION SUBTOTAL				\$1,448,000.00	1,2,3,4,5,6,7,8
	CONSTRUCTION CONTINGENCY (10%)				\$145,000.00	1,5,8
	ESTIMATED TOTAL CONSTRUCTION COST				\$1,593,000.00	1,2,3,4,5,7,8
	ESTIMATED ACCURACY RANGE		-10%		\$1,434,000.00	5,7,8
			15%		\$1,832,000.00	5,7,8

Notes

- ¹ Limited Design Work Completed (90%).
- ² Quantities Based on Design Work Completed.
- ³ Unit Prices Based on Information Available at This Time.
- ⁴ Limited Field Investigation Completed. Assumed 30% of excavated materials will be contaminated soils.
- ⁵ This Class 1 (65-100% design completion per ASTM E 2516-06) cost estimate is based on 90%-level designs, alignments, quantities and unit prices. Costs will change with further design. Time value-of-money escalation costs are not included. A construction schedule is not available at this time. Contingency is an allowance for the net sum of costs that will be in the Final Total Project Cost at the time of the completion of design, but are not included at this level of project definition. The estimated accuracy range for the Total Project Cost as the project is defined is -10% to +15%. The accuracy range is based on professional judgement considering the level of design completed, the complexity of the project and the uncertainties in the project as scoped. The contingency and the accuracy range are not intended to include costs for future scope changes that are not part of the project as currently scoped or costs for risk contingency. Operation and Maintenance costs are not included.
- ⁶ No costs included for temporary erosion and sediment controls.
- ⁷ Estimate costs are to construct. The estimated costs do not include maintenance, monitoring or additional tasks following construction.
- ⁸ Estimate costs are reported to nearest thousand dollars.



Bassett Creek Watershed Management

MEMO

To: BCWMC Commissioners and Alternate Commissioners
 From: Laura Jester, Administrator
 Date: March 10, 2022

RE: Funding Bryn Mawr Meadows Water Quality Improvement Project

As shown in Item 5A, the current construction cost estimates for the original 90% design for this project now stands at \$1,593,000 including a 10% contingency. (Total project costs including administration, feasibility study, design, and construction totals \$1,835,000.) This represents a \$923,000 funding gap between the existing remaining project budget and current funding needs.

The increased costs have implications for the 2023 levy. In order to have the cash on hand to construct and reimburse partners (cities and MPRB) for all current CIP projects, I am unable to adjust the implementation table/funding table (attached) by moving levy gains to future years. If the original 90% plans are approved, the 2023 levy would be \$2.2M, or \$500,000 more than this year's levy of \$1,700,000.

If any of the cost reduction designs presented in 5A are considered for the project, those savings would be directly subtracted from the total levy amount.

The table below summarizes the options' implications to the 2023 levy. The attached table shows puts this project in context with other current and future projects and levies.

	Original 90% Design	Alternative 6	Alternative 2	Alternative 1
Cost Savings	\$0	\$747,000	\$915,000	\$931,000
2023 Levy	\$2,207,000	\$1,460,000	\$1,292,000	\$1,276,000

If a cost reduction alternative is approved by the Commission, it may make sense to re-balance the CIP for a more consistent levy over coming years. This could mean moving future projects to an earlier year and/or making "budget room" for higher-than-expected costs for future CIP projects.

BCWMC Capital Improvement			2020	2021	2022	2023	2024	2025	2026	2027	2028	Grants & City Funds	TOTAL
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)	GV, Crystal, New Hope	BC-2,3,8,10	\$500,000		\$300,000	\$1,000,000		\$600,000	\$700,000			\$ 1,300,000	\$4,400,000
Water quality improvements in Bryn Mawr Meadows, Main Stem Watershed	MPLS	BC-5	\$100,000	\$412,000		\$923,000						\$ 400,000	\$1,835,000
Medley Park Stormwater Treatment Facility ³	GV	ML-12			\$400,000	\$150,000	\$800,000					\$ 800,000	\$2,150,000
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											\$0
Ponderosa Woods Stream Restoration	Plymouth	ML-22					\$475,000						\$475,000
Sweeney Lake Water Quality Improvement Project (alum + carp management)	Golden Valley	SL-8	\$20,000	\$218,080									\$238,080
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
Cost share purchase of high efficiency street sweeper	Golden Valley	BC-12						\$150,000					\$150,000
Toledo Ave/Minnaqua Pond Stormwater Improvements & Flood Reduction	Golden Valley	BC-13								\$300,000	\$400,000		\$700,000
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
TOTAL			\$1,500,000	\$1,974,780	\$1,800,000	\$2,607,000	\$1,575,000	\$1,350,000	\$1,500,000	\$1,600,000	\$900,000		\$14,806,780
Closed Project Account			\$0	\$500,000	\$100,000	\$400,000	\$0	\$0	\$0	\$0			\$1,000,000
TOTAL LEVY			\$1,500,000	\$1,474,780	\$1,700,000	\$2,207,000	\$1,575,000	\$1,350,000	\$1,500,000	\$1,600,000	\$900,000		

COOPERATIVE AGREEMENT

(Bryn Mawr Meadows Water Quality Improvement Project BC-5)

This Cooperative Agreement (the “**Agreement**”) is made as of this ___ day of _____, 2022 by and between the Bassett Creek Watershed Management Commission, a joint powers watershed management organization (the “**Commission**”), the Minneapolis Park and Recreation Board, a body corporate and politic under the laws of Minnesota (the “**Park Board**”), and the City of Minneapolis, a Minnesota municipal corporation (the “**City**”).

RECITALS

- A. The Commission adopted the Bassett Creek Watershed Management Commission Watershed Management Plan on September 17, 2015 (the “**Plan**”), a watershed management plan within the meaning of Minnesota Statutes, section 103B.231.
- B. The Plan includes a capital improvement program (CIP) that lists several capital improvements, including the Bryn Mawr Meadows Water Quality Improvement Project BC-5 (the “**Project**”). The Project is located in the City of Minneapolis and mostly within the Bryn Mawr Meadows Park (the “**Park**”) property, which is owned and operated by the Park Board. Those components of the Project that are not located in the Park are located within City right-of-way.
- C. On July 22, 2021, the Commission, the Park Board, and the City entered into a Preliminary Cooperative Agreement regarding the Project’s design and implementation (the “**Preliminary Agreement**”). The Preliminary Agreement was prompted by the parties’ desire to work collaboratively due to the considerable long-term benefit that the Project will produce for the Park, the community, and residents, with the end goal of delivering the Project in an efficient, cost-effective manner that minimizes physical disturbance of the project area and maximizes value for taxpayers.
- D. The Preliminary Agreement outlines certain obligations of the parties related to the Project and its implementation, and it further provides that the Project is to be designed simultaneously with the Park Board’s significant reconstruction and revitalization project for Bryn Mawr Park (the “**Park Project**”). The Preliminary Agreement separates the Project into two components: the “**Park Elements**” and the “**City Elements**,” which since the Preliminary Agreement have been more carefully refined by the parties and are each more specifically defined in section 1 of this Agreement.
- E. Pursuant to Section 1.B of the Preliminary Agreement, following 90 percent design of the Project, the Commission, the Park Board, and the City are to enter into a cooperative agreement to facilitate the construction of the Park Elements and the City Elements and the Commission’s reimbursement to the Park Board and the City for said construction, among other terms and conditions contained herein.
- F. The 90 percent plans for the Project (the “**Plans**”) have been finalized by the Commission in collaboration with the Park Board and the City in accordance with Section 2.A of the Preliminary Agreement.

- G. Initially estimated Project costs (\$912,000 total) were certified to Hennepin County in 2019 and 2020 for collection and settlement in 2020 and 2021, respectively. That original figure represented numerous anticipated components of the Project, including feasibility studies, design, administration, and construction of both Project components, the Park Elements and the City Elements. Updated estimates for both components have been prepared as part of the Plans, which were used by the Commission to determine the reimbursement figures contemplated herein.
- H. The Park Board and the City are willing to construct the Project in accordance with the terms and conditions hereinafter set forth, and the Commission is willing to reimburse the Park Board and the City for such construction in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

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

1. Construction of the Project.
 - a. Park Elements. The Park Elements consist generally of two new stormwater ponds, appropriate disposal of contaminated soils, and all underground stormwater piping and related infrastructure, regardless of its location. The Park Elements, including cost estimates, are specifically itemized on Exhibit A attached hereto. The Park Board will incorporate the Park Elements, as contained in the Plans, into its Park Project design, as required in Section 2.B of the Preliminary Agreement. The Park Board further agrees to construct the Park Elements in accordance with the Plans and this Agreement.
 - b. City Elements. The City Elements consist generally of restoration of curb and gutter, setting catch basins within the roadway, roadway and sidewalk restoration, and turf restoration within City right-of-way, which the City intends to perform with its own staff. The City Elements, including cost estimates, are more specifically itemized on Exhibit B attached hereto. The City agrees the construction of the City Elements will be in accordance with the Plans and this Agreement, in coordination with the Park Board's construction of the Park Elements.
 - c. Coordination. The Park Board and the City agree to cooperate and work in good faith with one another and to the extent reasonably necessary to ensure that the Project as a whole is completed. The Commission acknowledges that it may be desirable for the Park Board and the City to delegate their respective construction responsibilities, as outlined herein, to one another in any manner that they determine to be efficient, and the Commission will not oppose any such efforts to the extent they are deemed necessary by the Park Board and City, provided, however, that all obligations for Project construction are carried out in conformance with the terms and conditions contained herein and otherwise in accordance with any applicable laws.
2. Design and Plans. As previously indicated, the Plans, which include all Park Elements and City Elements, have been submitted to the Commission and approved in accordance with the Preliminary Agreement and the Commission's CIP project review process. Said plans, prepared

by Barr Engineering and dated _____, 20____, are incorporated into this Agreement as if fully set forth herein. Any desired changes to the Plans prior to finalizing them and awarding any Project contract that fundamentally change the Project must be submitted to the Commission and shall require written approval of the Commission's engineer following a reasonable review period, which shall be no less than 10 business days but may be less if the Commission's engineer can accommodate. Minor changes related to the Plans may be approved without requiring additional approvals by the Commission. For purposes of this paragraph only, "minor changes" shall mean only those changes to the Project that do not materially change the effectiveness of the Project to meet its intended purposes, the aesthetics, form, or function of the Project, maintenance tasks associated therewith, cost, or the environmental impacts of the Project. For the sake of clarity, any changes to the Plans prior to finalizing and awarding any Project contract that are not considered minor changes herein do require Commission approval.

3. Contract Administration. In constructing the Project, the Park Board and the City, as the case may be, may perform the work themselves or will advertise for bids and award contracts in accordance with any and all requirements of applicable law, and further will award any contracts and supervise and administer the construction of the Project to ensure that it is completed in accordance with the Plans. Contractors shall be required to name the Commission as additional insured on all liability policies required by the Park Board and the City, and the Commission shall be given the same notification of cancellation or non-renewal as is given to the Park Board and the City. Contractors shall also be required to defend, indemnify, protect, and hold harmless the Commission, its agents, officers, and employees, from all claims or actions arising from negligent acts, errors, or omissions of the contractors. The Commission Engineer, as signatory to the contract documents for work related to the Project, will perform construction inspection and oversight for all Project-related work, and will relay any relevant information, documentation and direction to the Park Board and the City, as the case may be. The City and Park Board retain the right to also inspect any portion of the construction that they will own. Formal communications with any contractors performing work on the Project shall be made only by a party who formally contracts for such work. A sign shall be placed at the Project's construction site stating, "Water Quality Pond Project Paid for by the Taxpayers of the Bassett Creek Watershed."
4. Park Elements and Contingency. "Park Elements Cost" is the total dollar amount of the portion of the construction contract entered into by the Park Board consisting of the Park Elements. In an effort to keep the work of the Park Board's contractor moving, and without delay, the Commission approves a 3% contingency ("Contingency") amount to be used for minor change orders as defined below in subsection 5.a, provided, however, that the change order would not result in the total cost of said Park Elements exceeding \$1,516,770. The Park Board agrees that, prior to awarding a construction contract for the Park Elements, it will provide an itemized, unit-cost breakdown of such contract as it relates to the Park Elements to Commission and City staff so that (i) the parties will know the breakdown of the "Park Elements Cost" for purposes of this section, and (ii) Commission staff can determine whether its governing body needs to consider the three options provided in section 7 below. The Park Board agrees that it will require unit cost bidding for the Park Elements so that it will be able to provide the itemized cost breakdown contemplated above and will afford itself no less than 30 days to award a contract after receiving bids for the Park Elements to accommodate the Commission's right to consider the aforementioned three options, in the event it needs to do so.

5. Change Orders. Following the execution of a construction contract for the Project, the Project shall be constructed in accordance with the Plans, subject to necessary change orders that may be implemented only in accordance with this section. The authority to approve a change order shall be determined based on whether the proposed change order constitutes a minor change order or major change order, as described below.
 - a. Minor Change Order. A minor change order for the Project is one that (i) will not materially change the effectiveness of the Project to meet its intended purposes; (ii) will not require the Commission to reimburse either the Park Board or the City an amount that exceeds the total amount authorized for reimbursement in section 7; and (iii) does not exceed the Contingency, if related to the Park Elements. The parties authorize their respective representatives, as identified below, to approve and execute a minor change order. If any representative determines a proposed change order is not a minor change order, or does not consent to it, the proposed change order shall be considered and acted on by the governing body of each party.

The Commission: Administrator, in consultation with the Commission Engineer;
The City: Director of Public Works/Surface Water + Sewers; and
The Park Board: Assistant Superintendent, Planning Services.

- b. Major Change Order. Any proposed change order that does not constitute a minor change order must be approved by the governing bodies of the parties affected.
6. Contract Payments. The Park Board and the City, depending on which party is administering the respective Project contract(s), will pay contractors and all other expenses related to the construction of the Project and keep and maintain complete records of such costs incurred.
7. Commission Reimbursement. In exchange for constructing the Project, the Commission agrees to reimburse the Park Board and the City a combined amount that will not exceed \$1,593,000. Although the parties do not know exactly how that total reimbursement figure will be divided between the Park Board and the City as of the date of this Agreement, such figures are estimated to be \$1,516,770 to the Park Board for its construction of the Park Elements, and \$76,230 to the City for its construction of the City Elements, it being the intent of the parties to provide flexibility for dividing Project responsibilities subsequent to entering into this Agreement while at the same time not committing the Commission to Project reimbursement that will exceed the sum of said estimates. In no event will the Park Board or the City be required to cover any Project costs beyond that which the Commission has agreed to reimburse. If prior to performing any work or entering into any contracts related to the Project, it is made known to any party that the actual cost of the Park Elements or the City Elements will exceed the amounts allocated by the Commission above, the Commission's governing body shall be given an opportunity to review the Project and either (i) direct the parties to proceed and elect to reimburse the Park Board and/or the City for any additional costs, as relevant to the cause of the overage; (ii) direct that the scope of the Project be reduced such that the costs will not exceed the amounts allocated above; or (iii) eliminate the Project from the scope of the Park Project altogether. To that end, prior to entering into construction contracts and/or agreements for Project work or performing any Project work, as the case may be, the parties to this Agreement shall work together in good faith to determine the

ongoing feasibility of the Project and, if necessary to make the Project feasible, the parties may reduce the Project scope. Reimbursement to the Park Board and City will be made within 90 days of Project completion, provided a request for payment has been received from either the Park Board or the City that contains such detailed information as may be requested by the Commission to substantiate costs and expenses, and further provided that the requesting party is in compliance with this Agreement. The Park Board and the City shall together complete and submit final reimbursement requests to the Commission, which shall include as-built drawings or survey data necessary to develop as-built drawings, pay applications, and related construction documentation, and such information shall be assembled by the Commission Engineer for reporting purposes to the Commission. Upon written request, the parties shall provide any additional Project information to the Commission as may be reasonably requested.

8. Audit. All Commission, Park Board and City books, records, documents, and accounting procedures related to the Project are subject to examination by each party and either the State Auditor or the Legislative Auditor for at least six years after completion.
9. Environmental Investigation and Remediation. The Park Board and the City will perform any necessary investigations of site contamination and secure all necessary local, state, or federal permits required for the construction of the Project, and will not proceed with construction until any required environmental review and remediation of site contamination is completed or a plan for remediation is approved by appropriate regulatory agencies.
10. Ownership; Ongoing Maintenance.
 - a. Following Project completion, which shall be determined by final reimbursement as required herein and the lapse of any applicable warranty period contained in any contract for the Project, the Park Board will own the areas above the ponds' normal water levels including any park or native vegetation associated with the ponds, and the City will own the underground pipes, manholes, inlets/outlets, and other associated infrastructure related to the ponds and the area below the ponds' normal water levels. For sake of clarification, none of the Project components will be owned by the Commission.
 - b. The Park Board and the City shall enter into an easement and maintenance agreement ("Maintenance Agreement") with one another, which shall require the City and the Park Board to perform all ongoing maintenance of Project components following construction consistent with their ownership outlined in paragraph 8a above. The Maintenance Agreement shall authorize and require the City to perform, at its own cost, such maintenance as may be required to sustain the proper functioning of the Project components that it owns for their useful life. The Maintenance Agreement shall require the Park Board to allow access by permanent easement to the City-owned components previously mentioned for City maintenance activities. The Maintenance Agreement shall be fully executed by the parties and recorded against the Park property prior to the Commission's approval of any reimbursement request contemplated herein. In the event that the Park Board and City fail to finalize such a Maintenance Agreement, then the Park Board shall be solely responsible for performing all ongoing maintenance of the Project components within the Park property, at its own cost, and

the City shall be solely responsible for performing all ongoing maintenance of the Project components within the City right-of-way, at its own cost.

11. Notices. Any notice, demand, or other communication under this Agreement by any party to another shall be sufficiently given or delivered if it is dispatched by (i) email, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) delivered personally:

To the Commission: Bassett Creek Watershed Management Commission
Attention: Administrator
16145 Hillcrest Lane
Eden Prairie, MN 55346
Email: laura.jester@keystonewaters.com

To the Park Board: Minneapolis Park and Recreation Board
Attention: Michael Schroeder, Assistant
Superintendent for Planning
2117 West River Road
Minneapolis 55411
Email: mschroeder@minneapolisparcs.org

To the City: City of Minneapolis
Attention: Lisa Goddard
250 South 4th St, Room 300
Minneapolis, MN 55415
Email: lisa.goddard@minneapolismn.gov

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section.

12. Indemnification. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties and the results thereof. Furthermore, each party shall indemnify, defend and hold harmless the other parties against all claims, losses, damage, liability, suits, judgments, costs and expenses, including reasonable attorneys' fees, resulting from the alleged negligent actions or inactions of the indemnifying party, its officers, employees, or agents. Any party seeking to be indemnified, defended, and held harmless as required herein shall provide timely notice to the indemnifying party when a claim is brought. The party undertaking the defense shall retain all rights and defenses available to the party or parties indemnified and no immunities are hereby waived that are otherwise available to the parties under law. Nothing in this Agreement shall constitute or be construed as a waiver of any exemptions or limitations on liability available to the parties under Minnesota Statutes, chapter 466 or any other law.

13. Data Practices. Each party shall retain and make available data related to the letting of contracts and construction of the Project or any other such data determined to be public in accordance with the Minnesota Government Data Practices Act.

14. Term. This Agreement shall be in effect as of the date first written above and shall terminate once the construction of the Project is completed and the Commission has completed its reimbursement payments to the Park Board and City, as provided herein. The ongoing ownership and maintenance obligations contained in section 10 and the indemnification provisions contained in section 12, however, shall survive termination.
15. Entire Agreement. The above recitals and the exhibits attached hereto are incorporated in and made part of this Agreement. This Agreement supplements the Preliminary Agreement, and together those two documents contain the entire understanding between the parties regarding this matter and no amendments or other modifications to their terms are valid unless reduced to writing and signed by all parties. Nothing contained in this Agreement shall alter or otherwise affect any of the rights held by the parties under the Preliminary Agreement, including, but not necessarily limited to, all rights afforded to the Commission in section 3 of that Preliminary Agreement.
16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

[remainder of page intentionally blank]

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

**BASSETT CREEK WATERSHED
MANAGEMENT COMMISSION:**

By: _____
Its Chair

And by: _____
Its Secretary

Date: _____

MINNEAPOLIS PARK AND RECREATION BOARD:

By: _____
Its President

And by: _____
Its Secretary

Date: _____

Approved as to Form by:

Signature: _____
Park Board Attorney

CITY OF MINNEAPOLIS:

Approved as to Form by:

Signature: _____
Assistant City Attorney

Signature: _____
**Department Head (or Designee) Authorized to Sign this
Contract and/or Responsible for Administering and
Monitoring Contract**

Signature: _____
Finance Officer or Designee/Purchasing Agent

Date: _____



Bassett Creek Watershed Management

MEMO

To: BCWMC Commissioners and Alternate Commissioners
From: Laura Jester, Administrator
Date: March 9, 2022

RE: Recommendation on Development of Scope and Budget for Jevne Park Project Alternatives Analysis

At the meeting last month, Commissioners discussed the City of Medicine Lake's request for the Commission Engineers to review and analyze possible alternatives to the Jevne Park Water Quality Improvement Project (attached). No action was taken at that meeting; additional information or recommendations were requested for discussion at a future meeting.

After considering the city's request further, understanding the City and Commission's desire to improve water quality in Medicine Lake, and noting State requirements for construction of the city's current street and utility infrastructure project (Item 4H), Commission Engineer Chandler and I have the following recommendation:

RECOMMENDATION:

Direct the Commission Engineer to develop a scope and budget for analyzing possible alternatives to the Jevne Park Water Quality Improvement Project including shoreline restoration and buffers, expanded or augmented street sweeping, or other structural or non-structural practices. Practices that should not be analyzed include construction of rain gardens or other water quality improvement practices that, if feasible, should be installed as part of the city's street and utility infrastructure project as required by the MN Pollution Control Agency's (MPCA) MS4 permit.

The scope and budget would be developed using Jevne Park Project CIP funds (current balance \$443,609) and would be presented at a future Commission meeting for discussion and consideration.



City of Medicine Lake

10609 South Shore Drive • Medicine Lake, Minnesota 55441 • (763)542-9701

January 3rd, 2022

Basset Creek Watershed Management Commission
16145 Hillcrest Lane, Eden Prairie MN 55345

Subject: BCWMC Jevne Park CIP Funds

The City of Medicine Lake is committed to improving the water quality of Medicine Lake and, if possible, improving the stormwater storage capacity within the city. Although the original Jevne Park Project did not gain approval from our City Council, we are requesting an analysis of alternative practices that may have the same or similar benefits. We are requesting that the BCWMC direct their Commission Engineers to review and analyze possible alternatives such as installing raingardens on certain properties, improving shoreline buffers, adopting a robust street sweeping schedule, updating winter maintenance equipment to lower salt use, or other structural or non-structural practices. We believe there are certainly options for utilizing the Jevne Park CIP funds in ways that will benefit the lake and our residents.

We are happy to discuss this idea at a Commission meeting, with a Commission committee, or with Commission staff. Please feel free to reach out to me directly with your thoughts and questions.

Sincerely,

Christopher E. Heim
Councilmember - City of Medicine Lake



Bassett Creek Watershed Management

MEMO

To: BCWMC Commissioners and Alternate Commissioners
From: Laura Jester, Administrator
Date: March 10, 2022

RE: Administrative Services Committee Recommendations

On March 9, 2022 the BCWMC Administrative Services Committee met via Zoom to discuss several items. Commissioners Harwell, Welch, and Gwin-Lenth attended. Commissioner Harwell was appointed Committee Chairperson.

The committee has the following recommendations for the Commission's consideration:

1. Adopt Resolution 21-05 Appointing a Deputy Treasurer and Designating Account Access

The committee recommends the Commission adopt the attached resolution (**see page 3 below**) which was reviewed and revised by Attorney Anderson.

The resolution officially appoints Sue Virnig as the Commission's Deputy Treasurer. Sue has been acting in that capacity for many years. The [BCWMC bylaws](#) (Article IV) indicate that the Commission can appoint a Deputy Treasurer (Section 1) and that *"the Deputy Treasurer, if one is appointed, shall assist the Treasurer and shall perform the Treasurer's administrative duties during the absence or disability of the Treasurer, but the performance of such duties shall not make the Deputy Treasurer a Commissioner"* (Section 7).

Further, the resolution grants authority for Redpath accountants to have access to and transfer funds between the Commission's checking account and investment funds. A resolution to this effect was recommended by Sue Virnig and will help streamline financial processing.

As Deputy Treasurer, Sue will continue to recommend to the Commission the actual depositories which are annually designated by the Commission. The Deputy Treasurer will also assist the Administrator in implementing [Commission policies](#) related to financial internal controls and reporting (Section 2.9(10)) and she will review financial statements prepared by the auditor.

2. Review Staff Evaluations

Committee Chair Harwell gathered staff evaluation results earlier this year. The committee reviewed the results and recommended they be sent to commissioners and alternates for review. Evaluation results are considered non-public data and are not available in the public meeting packet.

3. Approve Updated Administrator Contract

The committee recommends updating the Administrator’s contract (**see pages 4-8 below**) to 1) reflect an increase in the Administrator’s time spent on regular Commission business, 2) include the time and activities anticipated with development of the 2025 Watershed Management Plan (WMP), and 3) increase the hourly rate starting in 2023 from \$72/hour to a requested \$75/hour. Additional background:

- a. The current contract assumes that an average of 80 hours per month spent on regular Commission business. However, over the past 14 months this work has taken an average of 87.5 hours per month or 1,050 hours per year. [This is due to implementation of multiple CIP projects at the same time, coordination of the Hennepin County Chloride Initiative, participation in multiple meetings related to the MN Association of Watershed Districts (MAWD), grant management, etc. While some tasks will be slowing down a bit this year, it’s quite possible other work will come up. This is a busy organization!]
- b. The recently approved scope and budget for 2025 WMP development includes a total of 450 hours of administrator time over the next four years with more time concentrated in 2022 and 2024. Adding 180 hours per year for WMP development is warranted. (Some years are expected to be lower than 180 hours but the contract is structured as an annual not-to-exceed amount and thus should capture the highest anticipated hours.) Administrator time for WMP development will be tracked separately from regular Commission work.
- c. The Administrator’s hourly rate has been \$72 since 2019. This year’s BCWMC Operating Budget assumes this same hourly rate for an average of 82 hours per month. Approval of the recommended contract changes for administration of regular Commission work to 87.5 hours per month would result in up to \$6,480 budget deficit for the Administrator line item in 2022. Starting with the 2023 fiscal year, the Administrator requests an increase to \$75/hour.

4. Discuss and/or Vote on Ending the Proclamation Directing Meetings to be Conducted Electronically

Although the Commission had planned to go back to in-person meetings last summer, on August 9, 2021, Chair Cesnik directed that meetings be conducted electronically as COVID’s Delta variant was starting to dramatically increase cases in Hennepin County. With the current drop in cases, the Commission should consider ending the proclamation to conduct meetings electronically and plan to return to in person meetings. Meetings would be held in a large room at Brookview, Golden Valley. Voting members (commissioners and alternates) would be required to be at the meetings in person. The ability to hold hybrid meetings for the public or guests to join remotely will be evaluated but is likely to have a significant price tag for equipment purchases.

5. Evaluate Joint Powers Agreement (JPA) for Needed or Desired Updates

The current [Joint Powers Agreement](#) expires January 1, 2025. A new JPA (with or without changes to existing language) must be signed by the governing bodies of all nine member cities before the expiration date. The committee recommends the full Commission receive a “primer” on the JPA at a future meeting from the Commission Attorney and that the Administrative Services Committee discuss possible changes to Commission policies that would require JPA revisions and bring recommendations to the full Commission.



Bassett Creek Watershed Management Commission

Member _____ introduced the following resolution and moved its adoption:

A RESOLUTION DESIGNATING A DEPUTY TREASURER AND PROVIDING CERTAIN AUTHORITY TO ACCESS FINANCIAL ACCOUNTS TO CARRY OUT DESIGNATED RESPONSIBILITIES

WHEREAS, the Bassett Creek Watershed Management Commission (Commission) is authorized pursuant to its bylaws to appoint a non-Commissioner as Deputy Treasurer to assist the Treasurer and perform administrative duties in the absence or disability of the Treasurer; and

WHEREAS, Sue Virnig, Finance Director for member city Golden Valley, is willing to perform the duties of Deputy Treasurer for the Commission; and

WHEREAS, the Commission recently contracted with Redpath & Company for financial bookkeeping and audit services for the 2022-2023 fiscal year; and

WHEREAS, in addition to the Commission's Deputy Treasurer, accounting staff at Redpath & Company require access to the Commission's financial accounts in order to perform certain duties included in its service agreement with the Commission.

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

1. Sue Virnig is hereby appointed as the Commission's Deputy Treasurer and as such, shall have access to the Commission's investment and checking accounts for the limited purpose of carrying out any functions necessary in performing the role of Deputy Treasurer, and
2. Accounting staff at Redpath & Company that perform services for the Commission shall also have access to the Commission's investment and checking accounts for the limited purpose of carrying out any functions that are necessary in performing services contracted for with the Commission, and
3. Access to the above-referenced investment and checking accounts shall include the ability to transfer money between said accounts as needed for cash flow purposes or to maintain thresholds designated by the Commission or its officers. Such access shall also adhere to the Commission's Policy Manual, including, but not necessarily limited to, all requirements contained in section 2.9 thereof, and shall otherwise conform with all applicable laws.

Chair _____

Date _____

Attest:

Secretary _____

Date _____

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



ADMINISTRATOR AGREEMENT

THIS AGREEMENT is made effective as of the first day of February, 2022, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the "Commission"), and Keystone Waters, LLC, a Minnesota limited liability company (the "Contractor").

1. **SCOPE OF SERVICES:** Contractor will perform the following services as prioritized and assigned by the Commission under this Agreement, together with such other administrative services as may be assigned from time to time:
 - Implement the projects and programs of the 2015 Watershed Management Plan and guide the Commission through the Plan Amendment process, as needed.
 - Provide primary leadership and guidance for development of the 2025 Watershed Management Plan including but not limited to outreach and engagement activities, Plan Steering Committee facilitation, plan writing, and guidance through the plan review and approval process.
 - Establish processes to increase the organization's efficiency and to reduce duplication of effort.
 - Serve as the primary point of contact for Commission business and coordinate activities among consultants.
 - Provide coordination with representatives of City, County, State and Federal agencies and other stakeholder groups.
 - Coordinate consultants' projects and activities; review invoices and recommend payment.
 - Identify opportunities to secure grant funding and develop partnerships to accomplish implementation of the Commission's Watershed Management Plan.
 - Track implementation of watershed-funded annual water quality projects and activities to ensure that established objectives, project budgets, and schedules are met.
 - With the assistance of the Administrative Committee and the Deputy Treasurer, develop an operation budget on an annual basis for consideration by the Commission.
 - Develop an annual work plan and reporting system in consultation with the Commission's Administrative Committee.
 - Develop agendas for meetings; attend the monthly Commission meetings, TAC meetings and others as necessary.
 - Perform other duties or activities as may be directed by the Commission.

2. **COMPENSATION.** Contractor will be paid for services at the rate of \$72 per hour February 1, 2022 – January 31, 2023 and at a rate of \$75 per hour beginning February 1, 2023.

Contractor will be reimbursed for actual, reasonable and necessary out-of-pocket expenses including postage, photocopies, audiotapes, and printing. Mileage will not be reimbursed

for travel within the Minneapolis/St. Paul seven-county metropolitan area. Contractor will be paid at the hourly rate specified above for travel time on Commission business, but will not be paid for travel time commuting to and from home for Commission meetings. Travel outside of the seven-county metropolitan area including mileage (State of Minnesota rate), meals and overnight accommodations must have the prior approval of the Commission or its designee. The Commission may specify vendors to be used by Contractor for reimbursable expenses, which vendors may include Barr Engineering, member cities, or other entities.

During fiscal year 2022 (February 1, 2022 through January 31, 2023), compensation will not exceed an average of \$7,380 per month, excluding expenses, and therefore may not exceed a total of \$88,560 for the entire fiscal year without the prior approval of the Commission. Beginning on February 1, 2023, compensation will not exceed an average of \$7,688 per month during any subsequent fiscal year, excluding expenses, and therefore may not exceed a total of \$92,250 for any such fiscal year without the prior approval of the Commission. Reimbursable expenses of the Administrator (in addition to prior approved travel) may include postage, printing, reasonable meeting refreshments, general office supplies used for Commission business, and other expenses, as approved.

3. **PAYMENT.** The Contractor will submit monthly invoices for services providing detailed time records of services provided and time spent and receipts for reimbursable expenses.

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

4. **TERM AND TERMINATION.** This Agreement shall continue in effect indefinitely unless terminated in accordance with this Agreement. This Agreement may be terminated by either party at any time, and for any reason, on 30 days' written notice.
5. **SUBSTITUTION AND ASSIGNMENT.** Services provided by Contractor will generally be performed by Laura Jester. Upon approval by the Commission, the Contractor may substitute other persons to perform the services set forth in this Agreement. No assignment of this Agreement shall be permitted without a prior written amendment signed by the Commission and the Contractor.
6. **AMENDMENTS.** No amendments to this Agreement may be made except in writing signed by both parties.
7. **INDEPENDENT CONTRACTOR.** The Contractor (including the Contractor's employees, if any) is not an employee of the Commission. Contractor will act as independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension

benefits or other rights or benefits offered to employees of the Commission. Contractor shall not be considered an employee of the Commission for any purpose including, but not limited to: income tax withholding; workers' compensation; unemployment compensation; FICA taxes; liability for torts; and eligibility for benefits.

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

This Agreement is non-exclusive. Contractor may take other employment or contracts that do not interfere with Contractor's duties hereunder.

8. DATA PRACTICES AND RECORDS; CONFIDENTIALITY. All records, information, materials and other work product, in written, electronic, or any other form, developed in connection with providing services under this Agreement shall be the exclusive property of the Commission. All such records shall be maintained with the records of the Commission and in accordance with the instructions of the Commission. The Contractor will comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. If Contractor receives a request for data pursuant to the Data Practices Act, Minnesota Statutes chapter 13 (DPA), that may encompass data (as that term is defined in the DPA) Contractor possesses or has created as a result of this Agreement, it will inform the Commission immediately and transmit a copy of the request. If the request is addressed to the Commission, Contractor will not provide any information or documents, but will direct the inquiry to the Commission. If the request is addressed to Contractor, Contractor will be responsible to determine whether she is legally required to respond to the request and otherwise what her legal obligations are, but will notify and consult with the Commission and its legal counsel before replying. Nothing in the preceding sentence supersedes Contractor's obligations under this agreement with respect to protection of Commission data, property rights in data or confidentiality. Contractor further agrees to keep confidential and not disclose to any person or entity any data or information furnished by the Commission that is marked in writing as confidential. The preceding sentence shall not apply to data or information that is independently made available as a matter of right to Contractor by a third party without obligation of secrecy or that is required to be disclosed by statute, code, regulation, subpoena, or other process of law. Finally, nothing in this section constitutes a determination that Contractor is performing a governmental function within the meaning of Minnesota Statutes section 13.05, subdivision 11, or otherwise expands the applicability of the DPA beyond its scope under governing law.
9. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal, state and local laws, regulations or ordinances in performance of Contractor's duties hereunder, such laws including but not limited to those relating to non-discrimination in hiring or labor practices.



Bassett Creek Watershed Management Commission MEMO

Date: March 8, 2022
From: Laura Jester, Administrator
To: BCWMC Commissioners
RE: **Administrator's Report**

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

CIP Projects (more resources at <http://www.bassettcreekwmo.org/projects.>)

2019 Medicine Lake Road and Winnetka Avenue Area Long Term Flood Mitigation Plan Implementation Phase I: DeCola Ponds B & C Improvement Project (BC-2, BC-3 & BC-8) Golden Valley (No change since Nov): A feasibility study for this project was completed in May 2018 after months of study, development of concepts and input from residents at two public open houses. At the May 2018 meeting, the Commission approved Concept 3 and set a maximum 2019 levy. Also in May 2018, the Minnesota Legislature passed the bonding bill and the MDNR has since committed \$2.3M for the project. The Hennepin County Board approved a maximum 2019 levy request at their meeting in July 2018. A BCWMC public hearing on this project was held on August 16, 2018 with no comments being received. Also at that meeting the Commission officially ordered the project and entered an agreement with the City of Golden Valley to design and construct the project. In September 2018, the City of Golden Valley approved the agreement with the BCWMC. The [Sun Post](#) ran an article on this project October 2018. Another public open house and presentation of 50% designs was held February 6, 2019. An EAW report was completed and available for public review and comment December 17 – January 16, 2019. At their meeting in February 2019, the Commission approved the 50% design plans. Another public open house was held April 10th and a public hearing on the water level drawdown was held April 16th. 90% Design Plans were approved at the April Commission meeting. It was determined a Phase 1 investigation of the site is not required. The City awarded a contract to Dahn Construction for the first phase of the project, which involves earthwork, utilities, and trail paving and extends through June 2020. Dewatering began late summer 2019. 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. City staff recently completed a site walk through to document dead or dying trees and shrubs in need of replacement (under warranty). This project (along with Golden Valley's Liberty Crossing Project) recently received the award for "Project of the Year" from the Minnesota Association of Floodplain Managers as part of the overall Project website: <http://www.bassettcreekwmo.org/index.php?CID=433> .

2020 Bryn Mawr Meadows Water Quality Improvement Project (BC-5), Minneapolis (See Items 5A, B, C): A feasibility study by the Commission Engineer was developed in 2018 and approved in January 2019. The study 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. Project construction year was revised from 2020 and 2022 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. A public hearing for this project was held September 19, 2019. The project was officially ordered at that 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 2020. 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 2020, 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 developed over several months and multiple conversations among the parties. At the May 2021 meeting the Commission approved to waive potential conflict of the Commission legal counsel and reviewed a proposal for project design by the Commission Engineer. The updated design proposal and the design agreement among all three parties were approved at the June 2021 meeting. Four public open houses have been held in the park since late July to gather input on park concepts. Project partners meet regularly to discuss schedules, planning and design components, and next steps. Concept designs were approved by the MRPB Board in late 2021. Staff met with MnDOT regarding clean out of Penn Pond and continue discussions. 50% design plans were approved at the January meeting. 90% design plans and funding options are presented for consideration at this meeting. Additionally, an agreement with MPRB and Minneapolis for construction has been developed after multiple meetings and drafts. The agreement is included for consideration in Item 5C. 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 (See Item 5D): 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 in October 2019, the Commission moved to table discussion on the project. The project remains on the 2020 CIP list. In a letter dated January 3, 2022, the city of Medicine Lake requested that the Commission direct its engineer to analyze alternatives to the Jevne Park Project that could result in the same or similar pollutant removals and/or stormwater storage capacity. There was a brief discussion on this item at the February meeting. For this meeting, I include a recommendation from the Commission Engineer and me regarding the city's request. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=467>.

2014 Schaper Pond Diversion Project and Carp Management, Golden Valley (SL-3) (No change since Sept 2021): 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. At the September 2021 meeting, the Commission approved utilizing an adaptive management approach to carp management in the pond. Commission Engineers will survey the carp again in 2022 and will bring a scope and budget for carp removals, if needed, to a future meeting. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=277>.

Sweeney Lake Water Quality Improvement Project, Golden Valley (SL-8) (No change since March 2021): 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 (NL-2) (No change since February): 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. In June 2021, the City of Plymouth purchased the property from Walmart. The TAC discussed a potential plan for timing of construction of the stormwater management BMPs by the city in advance of full redevelopment. At the August 2021 meeting, the Commission approved development of an agreement per TAC recommendations. An agreement has yet to be drafted. In an update in February, city staff noted they are on track to have a new development plan later this year that will incorporate potentially innovative water quality improvement components. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=282>.

2021 Parkers Lake Drainage Improvement Project (PL-7) (No change since February): 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. 60% design plans were approved at the June meeting. 90% plans were approved at the August meeting. The city of Plymouth recently awarded the construction contract and will hold a pre-construction meeting soon. Construction is currently underway. www.bassettcreekwmo.org/projects/all-projects/parkers-lake-drainage-improvement-project

2021 Parkers Lake Chloride Reduction Project (PL-7) (No change since February): 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. A series of technical stakeholder meetings are being held this fall and winter to develop recommendations on BMPs. A technical findings report is expected this spring. Project website: www.bassettcreekwmo.org/projects/all-projects/parkers-lake-drainage-improvement-project

2021 Mt. Olivet Stream Restoration Project (ML-20) (No change since February): 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. 60% design plans were approved in June. 90% plans were approved at the August. The city of Plymouth recently awarded the construction contract and will hold a pre-construction meeting soon. Construction is currently underway. www.bassettcreekwmo.org/projects/all-projects/mt-olivet-stream-restoration-project

2021 Main Stem Lagoon Dredging Project (BC-7) (No change since February): 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. The engineering scope and budget were approved at the May 2021 meeting. Design and permitting got 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 2021 meeting. The project work plan was approved by BWSR. In the spring 2021 the Commission approved a grant agreement for a Hennepin County Opportunity Grant for this project. An Environmental Assessment Worksheet was approved by the Commission at their October 2021 meeting and was submitted for a 30-day comment period by the City of Golden Valley as the RGU. A meeting of project stakeholders was held December 7th and 50% designs were approved at the December 2021 meeting. Comments were received on the EAW from multiple review agencies and one private citizen. Agency comments were relatively minor and expected. Comments from the citizen were more complex and detailed. Responses to comments were developed the RGU (city of Golden Valley) made an official declaration that no Environmental Impact Statement is needed. Staff is in contact with MPRB staff regarding the best way to inform the public and park users on the project. Project website: www.bassettcreekwmo.org/projects/all-projects/bassett-creek-main-stem-lagoon-dredging-project

2022 Medley Park Stormwater Treatment Facility (ML-12): The feasibility study for this project is complete 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 was held in April to showcase and receive feedback on concept designs. The feasibility report was approved at the June meeting with a decision to implement Concept #3. At the July meeting the Commission directed staff to submit a Clean Water Fund grant application, if warranted. A grant application was developed and submitted. Funding decisions are expected in early December. A public hearing on this project was held in September with no members of the public attending. In September, a resolution was approved to officially order the project, submit levy amounts to the county, and enter an agreement with the city to design and construct the project. The city hired Barr Engineering to develop the project designs which are now underway. The BCWMC received a \$300,000 Clean Water Fund grant from BWSR in December 2021. A work plan and grant agreement are being developed now. 50% design plans were approved in February. A public open house on the project was held March 3rd at Brookview. www.bassettcreekwmo.org/projects/all-projects/medley-park-stormwater-treatment-facility

2022 SEA School-Wildwood Park Flood Reduction Project (BC-2, 3, 8, 10) (No change since February): The feasibility study for this project is complete 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 were offered to the public including live chat sessions on April 8th. The feasibility study report was approved in June with a decision to implement Concept #3. A public hearing on this project was held in September with no members of the public attending. In September, a resolution was approved to officially order the project, submit levy amounts to the county, and enter an agreement with the city to design and construct the project. The city hired Barr Engineering to develop the project designs which are now underway. A virtual public open house was held February 3rd. 50% Design Plans were approved at the January meeting. www.bassettcreekwmo.org/projects/all-projects/sea-school-wildwood-park-flood-reduction-project.

Administrator Report February 10 – March 8, 2022

Subject	Work Progress
Education and Outreach	<ul style="list-style-type: none"> • Reviewed WMWA meeting materials and draft annual report and attended WMWA meeting • Reviewing draft interactive paddling map and meeting with Golden Valley staff to discuss • Developed list of chloride related education activities from 2021 for city of Golden Valley • Assisted with CSEA walking tour stops, flyer, speakers • Corresponded with St. Thomas University and Golden Valley staff re: summer intern • Attended Hennepin County Environmental Education meeting
CIP	<ul style="list-style-type: none"> • <u>Main Stem Lagoon Dredging Project</u>: Met with Commission Attorney and Engineers on legal items and permitting; reviewed and revised letter responding to resident questions about incorporating “safety benches” into design • <u>Medley Park Stormwater Treatment Facility</u>: Reviewed letter to residents, boards for open house, and presentation for February Commission meeting; attended public open house March 3rd • <u>Jevne Park Stormwater Improvement Project</u>: Discussed next steps regarding city’s request for review of alternatives with Commission Engineer and city representatives • <u>Bryn Mawr Meadows Water Quality Improvement Project</u>: Reviewed project cost estimates; developed funding options; reviewed cost reduction options with Commission Engineers; met with MnDOT staff re: Penn Pond clean out; reviewed and discussed agreement with Commission Attorney, MPRB staff, MPLS staff, and Commission Engineers

Chloride Work and Henn Co. Chloride Initiative	<ul style="list-style-type: none"> • Reviewed market research report from HCCI marketing campaign project; held small group HCCI meeting to discuss report • Prepared agenda and materials, facilitated/attended large group HCCI meeting • Attended webinar by MN Center for Environmental Advocacy on limited liability legislation • Corresponded with MAWD, other watersheds, S.O.S. and commissioners on limited liability legislation • Met with Met Council staff and Commission Engineers on possible pilot program to add chloride monitoring into CAMP program; sent follow up emails to potential volunteers and to find Van Dorn bottle to borrow
Administration	<ul style="list-style-type: none"> • Developed agenda; reviewed and submitted invoices; reviewed financial report; reviewed February meeting minutes; reviewed memos and documents for Commission meeting; disseminated Commission meeting information to commissioners, staff, and TAC; updated online calendar; participated in pre-meeting call with Chair Cesnik and Commissioner Engineer; drafted meeting follow up email; cancelled Brookview reservation for March • Got signatures on checks and documents, mailed and filed agreements • Reviewed draft reimbursement agreement with Minneapolis for North Loop Green Development technical review and assistance; sent to attorney for review • Assisted with gathering materials for financial audit including conflict of interest forms from commissioners • Corresponded with Sue Virnig and Redpath staff re: financial roles and responsibilities; drafted resolution • Sent email to commissioners with updates and events • Set Administrative Services Committee; prepared agenda and materials • Set TAC meeting • Set Budget Committee meeting and corresponded with Commission Engineer re: 2023 budget • Updated CIP project pages and online calendar • Updated channel maintenance fund memo for TAC members
Grant Work	<ul style="list-style-type: none"> • Assisted with drafting grant application for innovative control of starry stonewort on Medicine Lake; corresponded with AMLAC, TRPD, and DNR; submitted on behalf of AMLAC
2025 Watershed Management Plan	<ul style="list-style-type: none"> • Met with Commission Engineers to finalize scope and budget and plan first few months of work • Met with Metro Blooms and Shingle Creek staff to plan for Equity event • Reserved Crystal Community Center for Equity event
Other Issues & Projects	<ul style="list-style-type: none"> • Communicated with and recruited CAMP volunteers • Reviewed and commented on MPLS pathogen toolbox