



Bassett Creek Watershed Management Commission

Regular Meeting
Thursday, January 19, 2023
8:30 – 11:00 a.m.

Council Conference Room
Golden Valley City Hall @ 7800 Golden Valley Rd.

MEETING 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, except for 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 – December 15, 2022 Commission Meeting
- B. Acceptance of January 2023 Financial Report
- C. Approval of Payment of Invoices
 - i. Keystone Waters, LLC – December 2022 Administrative Services
 - ii. Keystone Waters, LLC – December 2022 Meeting Expenses
 - iii. Barr Engineering – December 2022 Engineering Services
 - iv. Kennedy & Graven – October 2022 Legal Services
 - v. Redpath – December 2022 Accounting Services
 - vi. Triple D Espresso – Meeting Catering
 - vii. Stantec – WOMP Services
 - viii. HDR – Website Services
 - ix. Metro Blooms – Lawns to Legumes Grant Projects (2)
 - x. Metropolitan Council – 2022 CAMP Program Payment
 - xi. Friends of Mississippi River – Bassett’s Creek Park Natural Resources Management Plan
 - xii. Three Rivers Park District – Medicine Lake Boat Launch Inspections
 - xiii. CNA Surety – 2023 Bond Insurance
- D. Approval of Agreement with Redpath & Company for 2023 Financial Services
- E. Approval of Contract with HDR for 2023 – 2025 Website Hosting and Services
- F. Approval of Use of West Metro Water Alliance Special Project Funding
- G. Approval of 2023 Golden Valley Pavement Management Program
- H. Approval of Comments on Shingle Creek/West Mississippi Watershed Management Plan

5. BUSINESS

- A. Receive Presentation on Carp Assessment and Water Monitoring Results for Schaper Pond and Sweeney Lake and Consider Recommendation (30 min)

- B. Discuss Membership in Minnesota Watersheds (formerly MAWD) (20 min)
 - i. Review Annual Meeting (tabled from December meeting)
 - ii. Consider Approval of 2023 Dues Payment
 - iii. Reminder of Metro MAWD Meetings and Legislative Day at the Capitol

Break - Chair's Discretion

- C. Review Proposals from Engineering and Legal Firms (10 min)
- D. Discuss Format for 2025 Watershed Management Plan Public Kick Off Meeting (15 min)
- E. Consider Providing Direction to Staff on Linear Projects Standards in 2025 Watershed Management Plan (30 min)
- F. Consider Waiving Conflict of Interest for Commission Engineer (10 min)

6. COMMUNICATIONS (10 minutes)

- A. Administrator's Report
 - i. Campaign Finance Forms
 - ii. Audit Conflict of Interest Forms
 - iii. Administrator Schedule for February and March Meetings
 - iv. Winter Photo Needed
- B. Chair
- C. Commissioners
- D. TAC Members
- E. Committees
- F. Legal Counsel
- G. Engineer
 - i. Update on Lagoon Dredging Project Construction
 - ii. Update on Bryn Mawr Construction

7. INFORMATION ONLY (Information online only)

- A. BCWMC Administrative Calendar
- B. CIP Project Updates www.bassettcreekwmo.org/projects
- C. Grant Tracking Summary and Spreadsheet
- D. WCA Notice of Decision, Plymouth
- E. [New Ruling on U.S. EPA's Water Protections](#)
- F. [CCX Local News Segment on Bassett Creek Restoration Project](#)
- G. [City of Madison WI Salt Ordinance](#)

8. ADJOURNMENT

Upcoming Meetings & Events

- Metro MAWD Meeting: Tuesday January 17th, 7:00 p.m., virtual meeting; see email from T. Carstens
- Ponderosa Woods Stream Restoration Project Public Open House: Monday February 13th, 5:00 – 7:00 p.m., Medicine Lake Room, Plymouth City Hall
- BCWMC Regular Meeting: Thursday February 16th, 8:30 a.m., Golden Valley City Hall
- BCWMC Watershed Plan Public Open House: Tuesday February 28th – time and location TBD



Bassett Creek Watershed Management Commission

AGENDA MEMO

Date: January 12, 2023

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: **Background Information for 1/19/23 BCWMC Meeting**

1. **CALL TO ORDER and ROLL CALL**
2. **CITIZEN FORUM ON NON-AGENDA ITEMS**
3. **APPROVAL OF AGENDA – ACTION ITEM with attachment**
4. **CONSENT AGENDA**
 - A. Approval of Minutes – December 15, 2022 Commission Meeting- **ACTION ITEM with attachment**
 - B. Acceptance of January Financial Report - **ACTION ITEM with attachment**
 - C. Approval of Payment of Invoices - **ACTION ITEM with attachments (online) – I reviewed the following invoices and recommend payment.**
 - i. Keystone Waters, LLC – December 2022 Administrative Services
 - ii. Keystone Waters, LLC – December 2022 Meeting Expenses
 - iii. Barr Engineering – December 2022 Engineering Services
 - iv. Kennedy & Graven – October 2022 Legal Services
 - v. Redpath – December 2022 Accounting Services
 - vi. Triple D Espresso – Meeting Catering
 - vii. Stantec – WOMP Services
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 - ix. Metro Blooms – Lawns to Legumes Grant Projects (2)
 - x. Metropolitan Council – 2022 CAMP Program Payment
 - xi. Friends of Mississippi River – Bassett’s Creek Park Natural Resources Management Plan
 - xii. Three Rivers Park District – Medicine Lake Boat Launch Inspections
 - xiii. CNA Surety – 2023 Bond Insurance
 - D. Approval of Agreement with Redpath & Company for 2023 Financial Services – **ACTION ITEM with attachment** - *Redpath & Company has been providing financial services to the Commission since March 2021. Redpath is providing good support, accurate monthly reports, and quick, thoughtful customer service. I have discussed audit preparation roles and expectations with both Redpath and our audit firm (MMKR) in order to help the 2022 audit go more smoothly than last year. I recommend approving an agreement for another year with Redpath at the same monthly rate of \$1,000 and an increase in the number of hours designated for audit and 1099 assistance. While the “not-to-exceed” amount of \$16,650 is higher than budgeted for this year, the increased hours are critical for a timely and accurate audit process. I recommend approval of the agreement which was reviewed by the Commission Attorney.*
 - E. Approval of Contract with HDR for 2023 – 2025 Website Hosting and Services – **ACTION ITEM with attachment** – *HDR Engineering, Inc. has been hosting the BWCMC website and assisting with website updates for several years with impeccable and critical service. Actual website expenses have been well below HDR’s estimates and the not-to-exceed amount in the agreement. I expect the BWCMC budget accurately reflects likely expenses. I recommend approval of the attached three-year contract which was reviewed by the Commission Attorney.*

- F. Approval of Use of West Metro Water Alliance Special Project Funding – **ACTION ITEM with no attachment** – *BCWMC is a member of the West Metro Water Alliance – a collaborative of four west metro watersheds that focuses on education. The BCWMC financially supports WMWA with up to \$13,000 a year (included in the BCWMC budget) and I actively participate in monthly WMWA meetings. The agreements between the four WMWA watersheds specify that use of WMWA’s Special Projects funding must be approved by all four participating WMOs. Of the \$13,000, the BCWMC budgeted \$2,000 in 2022 for WMWA Special Projects, which was unspent, and \$2,000 again in 2023. I recommend that the BCWMC authorize WMWA to allocate the use of the 2022 and 2023 budgets for Special Projects to the educator position shared with Hennepin County through the new Conservation Education and Implementation Partnership pilot program and agree to include \$2,000 in 2024 budget for this purpose.*
- G. Approval of 2023 Golden Valley Pavement Management Program – **ACTION ITEM with attachment** – *The proposed linear project is in the City of Golden Valley in Bassett Creek Main Stem Subwatershed. The project includes reconstruction of streets and utility improvements, including water main, sanitary sewer, and storm sewer, resulting in 6.99 acres of grading (disturbance) and 4.69 acres of fully reconstructed impervious surfaces. The project decreases impervious surfaces by 0.40 acres and includes two manholes with four-foot-deep sumps, and an iron enhanced filtration basin that will treat runoff from about 3.45 acres of roadway and. Staff recommends approval with no conditions.*
- H. Approval of Comments on Shingle Creek/West Mississippi Watershed Management Plan – **ACTION ITEM with attachment** – *The Commission Engineer reviewed the 60-day review draft of the Shingle Creek/West Mississippi WMO 2023-2032 Watershed Management Plan and recommends submitting the attached comment letter.*

5. BUSINESS

- A. Receive Presentation on Carp Assessment and Water Monitoring Results for Schaper Pond and Sweeney Lake and Consider Recommendation (30 min) – **ACTION ITEM with attachment** – *The attached memo includes results of the 2022 reassessment of carp populations in Schaper Pond and Sweeney Lake, water monitoring results for Sweeney Lake following the fall alum treatment, and a recommendation for further carp population assessments and carp removals, as needed, in 2024. The Commission Engineer will present these results and recommendations at the meeting.*
- B. Discuss Membership in Minnesota Watersheds (formerly MAWD) (20 min) – **ACTION ITEMS with attachments** - *The Minnesota Association of Watershed Districts recently changed its name to “Minnesota Watersheds” (MW).*
 - i. Review Annual Meeting (tabled from December meeting) – *Chair Cesnik, Commissioner Welch, Alternate Commissioner Hauer, Commission Engineer Chandler and I attended the MAWD meeting and conference last week. Commissioner Harwell also attended on behalf of her employer. We will provide a verbal report on the results of the business meeting, the workshop attended by Alternate Commissioner Hauer, the workshop session facilitated by Commissioner Welch and me, the presentation by Commission Engineer Wilson and me, and overall takeaways from the event.*
 - ii. Consider Approval of 2023 Dues Payment – *The Commission should decide on its membership status in the organization and consider paying 2023 dues of \$7,500 which is included in the 2023 BCWMC budget.*
 - iii. Reminder of Metro MAWD Meetings and Legislative Day at the Capitol – *Metro MAWD meets quarterly, typically virtually, at 7:00 p.m. Meeting dates this year are January 17, April 18, July 18, and October 17. Please watch for emails with meeting announcements and agendas. Registration is open for MW’s Legislative Day at the Capitol. See the tentative agenda attached. Registration is \$100; commissioners and alternates can be reimbursed for registration.*

Break - Chair's Discretion

- C. Review Proposals from Engineering and Legal Firms (10 min) – **ACTION ITEM with no attachment** – *On November 28th, the solicitation for letters of interest proposals for engineering and legal firms was printed in the State Register. The Commission received three engineering proposals from: Barr Engineering; Geosyntec Consultants; and cbec Inc., eco engineering. A proposal from Kennedy & Graven was the only proposal for legal services. I recommend the Commission approve continuing contracts with Barr Engineering and Kennedy & Graven. Current contracts with these firms expire at the end of April. With Commission approval, updated contracts would come before the board at the February or March meeting.*

- D. Discuss Format for 2025 Watershed Management Plan Public Kick Off Meeting (15 min) – **DISCUSSION ITEM with attachment** – *On the afternoon and/or evening of Tuesday, February 28th the BCWMC will host a public kick-off meeting for the 2025 Watershed Management Plan. Per Minnesota Rules 8410.0045 Subp. 5, the BCWMC must publicly notice and host an “initial planning meeting presided over by the organization’s governing body to receive, review, and discuss input” on the 2025 Plan. The Commission should decide on a meeting format. Options are outlined in the attached memo. Staff recommends using an open house format.*

- E. Consider Providing Direction to Staff on Linear Projects Standards in 2025 Watershed Management Plan (30 min) – **DISCUSSION ITEM with attachment** – *As part of the work to address complex issues leading for the 2025 Watershed Management Plan, staff have been reviewing current BCWMC standards for linear projects and developing options for possible adjustments to the standards. The attached memo provides background on prior and current standards (including new State requirements), input from the TAC on linear standards, and the Commission Engineer’s recommendation for moving forward on this item.*

- F. Consider Waiving Conflict of Interest for Commission Engineer (10 min) – **ACTION ITEM with attachment** – *The attached memo outlines a conflict posed for the Commission Engineer in reviewing a document that Barr Engineering also assisted in writing. For reasons articulated in the memo, I recommend the Commission waive the conflict for the Commission Engineer. Alternate courses of action for consideration are also included in the memo per the BCWMC’s conflict of interest policy.*

6. COMMUNICATIONS (10 minutes)

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 - iv. Winter Photo Needed
- B. Chair
- C. Commissioners
- D. TAC Members
- E. Committees
- F. Legal Counsel
- G. Engineer
 - i. Update on Lagoon Dredging Project Construction
 - Update on Bryn Mawr Construction

7. INFORMATION ONLY (Information online only)

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- BCWMC Watershed Plan Public Open House: Tuesday February 28th – time and location TBD



Bassett Creek Watershed Management Commission

DRAFT Minutes of Regular Meeting

Thursday, December 15, 2022

8:30 a.m.

Golden Valley City Hall, 7800 Golden Valley Road

1. CALL TO ORDER and ROLL CALL

On Thursday, December 15, 2022 at 8:32 a.m. Chair Cesnik brought the Bassett Creek Watershed Management Commission (Commission) 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	Stacy Harwell	Paula Pentel	Eric Eckman
Medicine Lake	Clint Carlson	Shaun Kennedy	<i>Absent</i>
Minneapolis	Michael Welch	Jodi Polzin	<i>Absent</i>
Mnettonka	Maryna Chowhan	<i>Vacant Position</i>	<i>Leslie Yetka</i>
New Hope	Jere Gwin-Lenth	Jen Leonardson	Nick Macklem
Plymouth	Catherine Cesnik	<i>Absent</i>	Ben Scharenbroich and Chris LaBounty
Robbinsdale	<i>Absent</i>	<i>Vacant Position</i>	Mike Sorenson
St. Louis Park	<i>Vacant Position</i>	<i>Absent</i>	Erick Francis
Administrator	Laura Jester, Keystone Waters		
Engineers	Karen Chandler, Barr Engineering		
Recording Secretary	<i>Absent</i>		
Legal Counsel	Dave Anderson, Kennedy & Graven		
Presenters/ Guests/Public	None		

2. PUBLIC FORUM ON NON-AGENDA ITEMS

No comments from the public were made.

3. APPROVAL OF AGENDA

Administrator Jester requested to add Item 5F. Consider Approval of Minor Revisions to New Watershed Boundary

MOTION: Commissioner Gwin-Lenth moved to approve the agenda as amended. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Robbinsdale and St. Louis Park absent from the vote.

4. CONSENT AGENDA

An error in the November minutes will be corrected indicating that the meeting was on a Wednesday.

MOTION: Commissioner Harwell moved to approve the consent agenda with the revision to the November minutes. Commissioner Carlson seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Robbinsdale and St. Louis Park absent from the vote.

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

- A. Approval of Minutes – November 16, 2022 Commission Meeting
- B. Acceptance of December 2022 Financial Report
- C. Approval of Payment of Invoices
 - i. Keystone Waters, LLC – November 2022 Administrative Services
 - ii. Keystone Waters, LLC – November 2022 Meeting Expenses
 - iii. Barr Engineering – November 2022 Engineering Services
 - iv. Kennedy & Graven – October 2022 Legal Services
 - v. Redpath – November 2022 Accounting Services
 - vi. Triple D Espresso – Meeting Catering
 - vii. MN Department of Administration – Legal Notice Publication
 - viii. Stantec – WOMP Services
- D. Conditional Approval of Courage Kenny Center Bridge Removal
- H. Approval of Stantec Proposal for 2023 Watershed Outlet Monitoring Program (WOMP) Tasks and Authorization to Execute Contract

5. BUSINESS

A. Four Seasons Mall Development and Water Quality Improvement Project Implementation (45 min)

- i. **Review TAC and Staff Recommendations on a City of Plymouth Request Regarding Requirements for Four Seasons Mall Future Development**

Chair Cesnik and Administrator Jester provided some background on the Commission’s attempts to implement a CIP project in the Four Seasons Mall area to improve water quality in Northwood Lake and the North Branch of Bassett Creek, including entering agreements with two different redevelopment companies. Neither redevelopment project was built.

TAC member Chris LaBounty with the City of Plymouth reported that the city purchased the property in 2021, recently demolished the building and parking lot, and proposes to build the CIP project components ahead of the site’s redevelopment. He noted the 90% plans for the CIP project are on the agenda for approval today and will capture an estimated 118 pounds of total phosphorus (TP). He reminded the Commission that previous agreements with redevelopers required removal of 100 pounds of TP.

Mr. LaBounty reported that at the December 7th TAC meeting, the city requested that the TAC recommend that the Commission allow current BCWMC redevelopment standards to be applied to the future redevelopment of the site, with a sunset clause of 10 years. He noted that the TAC was hesitant to recommend that provision and, instead, recommended a sunset clause of 5 years.

Mr. LaBounty noted that after more discussion with Commission staff, the city revised its request to the Commission. The City would like approval of a construction plan for an oversized site treatment project (regional treatment ponding; CIP project components) for the masterplan of the site that includes the required treatment for the redevelopment project and an additional 100 pounds of TP removal. He reviewed the components of the oversized treatment (CIP project) including 2 new stormwater ponds and restoration of the wetland on the south end of the property. He noted these components are the same as previously approved with the most recent redevelopment project. He reported the city would own and maintain the CIP components into the future.

TAC Chair, Mark Ray, noted that the TAC agrees there is benefit to constructing the CIP components now rather than waiting for a redevelopment project. He said the TAC was presented with limited options and that Plymouth's current request evolved from initial TAC discussions.

When asked if there was a downside to the city constructing the CIP project now, Mr. LaBounty noted there is some risk to the city because the type and size of the redevelopment ultimately coming to the site is unknown. A potential developer may be deterred by the use of large areas of the site for the CIP project components.

There was confirmation that future development plans would be reviewed by the Commission for water quantity, rate control, floodplain impacts, and erosion and sediment control. There was also discussion about the impact to Northwood Lake; although there is no TMDL for the lake, it continues to have very poor water quality, despite other projects in its subwatershed. The Four Seasons Mall area was found to be a major contributor to pollution of the lake in an older subwatershed analysis. City monitoring will track changes to water flowing out of the CIP components. Commissioner Welch noted that this request is different because the original idea was to integrate the "above and beyond" pollutant removal with actual redevelopment. He noted there is a high amount of uncertainty that may be difficult to articulate in a legal agreement. Commissioner Welch also noted the agreement should indicate the restored wetland is not available for wetland banking.

Commissioner Harwell noted her support for constructing the project and indicated that large, regional treatment areas are easier to maintain than many small, scattered practices. Commissioner Gwin-Lenth agreed this is a good project and should be built sooner than later.

Administrator Jester reviewed Commission staff recommendations to allow the City to offer a future developer the ability to utilize a portion of the CIP project's TP removal above 100 pounds to meet BCWMC development standards in place at the time of development. She noted that because the City is likely to fund about 20% of the BCWMC CIP project, up to 20% of the TP removal should be available to offer a future developer.

Administrator Jester recommended the Commission take the following actions:

- Approve moving forward with city/staff recommendations that the city construct and maintain the oversized regional ponding project and that the City submit a masterplan to accompany the regional ponding plan.
- Approve 90% plans and direct the City to continue design to 100% plans, prepare bid documents, and bid project.
- Agree that general terms of an agreement between city and BCWMC that would include the typical BCWMC CIP implementation/reimbursement language + City's plan and use of TP removals of about 18 pounds for the site masterplan.

Administrator Jester noted the details of the agreement would be developed and hopefully a final agreement presented at the January Commission meeting.

Commission Attorney Anderson indicated that the agreement should have a narrow scope. He noted the only benefit to a future developer is that water quality improvements would already be provided and the agreement would clearly indicate that no BCWMC CIP funding would be spent on subsidizing private development. He noted that the requested arrangement is an outlier to the Commission's current process but there is a good record documenting how the Commission and city came to this point.

Alternate Commissioner Hauer indicated she disagreed with the need to develop this parcel at all and wondered why it couldn't be turned into a park.

MOTION: Commissioner Harwell moved to approve the Administrator's recommendations. Commissioner Chowhan seconded the motion.

Discussion: Commissioner Welch and Attorney Anderson voiced their concerns with the agreement, including the approval of a "masterplan" for the site. They noted the Commission does not have a mechanism to review and approve a site masterplan. Mr. LaBounty reiterated the city's desire to build an oversized BMP (best management

practice) to remove 118 pounds of TP. He noted the city does not want to build the CIP project and “bank” TP removal credit for a future developer. He noted the need to create some level of certainty for a future developer.

[Commissioner Harwell departs the meeting.]

Attorney Anderson and Administrator Jester indicated there seems simply to be a discrepancy in semantics.

MOTION: Commissioner Welch moved to amend the original motion to “approve moving forward with city/staff recommendations that the city construct and maintain oversized regional ponding project.” Alternate Commissioner Pentel seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Robbinsdale and St. Louis Park absent from the vote.

Upon a VOTE on the amended motion, the motion carried 7-0, with the cities of Robbinsdale and St. Louis Park absent from the vote.

The meeting adjourned for a 5-minute break.

ii. Develop Terms for an Agreement with City of Plymouth to Implement Four Seasons Mall Water Quality Improvement Project (NL-2)

Commission Attorney Anderson noted the agreement would be similar to a typical CIP cooperative agreement and would allow the city to offer total phosphorus removal of about 18 pounds/year (the amount above 100 pounds/year required for the BCWMC CIP project) to be utilized by a future developer of the mall site while ensuring that no Commission funding would be used to satisfy water quality requirements. He also listed additional provisions that would be included in the agreement such as no wetland banking, and development of a chloride management plan.

MOTION: Commissioner Welch moved to authorize the Commission Attorney to work with the city of Plymouth and Commission Administrator to draft an agreement for construction of the CIP project (NL-2) components with an allocation of 18 pounds of total phosphorus removal as a credit to the city commensurate with city funding, no allowance for wetland banking, and development of a chloride management plan for the site. Commissioner Gwin-Lenth seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Robbinsdale and St. Louis Park absent from the vote.

iii. Consider Approving 90% Design Plans for Four Seasons Mall Water Quality Improvement Project (NL-2)

Commission Engineer Chandler reported that the Commission Engineers had reviewed the 90% project plans. She briefly reviewed the components of the project including the two new ponds, vegetated swales, and wetland restoration. There was some discussion about the project’s benefit between the time the mall and parking lot are demolished (and the site is vegetated) and new development is constructed. Mr. LaBounty noted that the wetland restoration will treat flows coming from west of Lancaster Lane and north of Rockford Rd, and the new pond on the north side of the project will treat stormwater from the residential area to the south. Engineer Chandler indicated her support for the project and recommendation to approve the 90% plans with no conditions.

MOTION: Commissioner Welch moved to approve the 90% plans for the Four Seasons Mall Water Quality Improvement Project (NL-2). Commissioner Gwin-Lenth seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Robbinsdale and St. Louis Park absent from the vote.

B. Consider Approving Minor Revisions to Requirements for Improvements and Development Proposals as Recommended by the Technical Advisory Committee

TAC Chair Mark Ray reported the Commission Engineer suggests minor revisions to the Requirements Document to add clarity in some areas, provide updated information on Manufactured Treatment Devices (MTDs) in light of their recent addition to the MN Stormwater Manual, and add detail on bridge replacement projects. He reported the TAC and staff recommend approval of the revisions.

MOTION: Commissioner Welch moved to approve the recommended revisions to the Requirements Document and for staff to change the word “shall” to “will, must, or may” in a future revision to the document. Commissioner Carlson seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Robbinsdale and St. Louis Park absent from the vote.

C. Consider Approving Policy and Participation Agreement for Compensating Community Members for Participation in Watershed Plan Focus Groups or Interviews

Administrator Jester noted that at the meeting last month, the Commission approved the concept of financially compensating individuals for their time and contributions through participation in focus groups or interviews and the Commission requested the development of a policy and a form or agreement for participating. She indicated that the draft incentive policy and participation waiver were developed by her and Commission Attorney Anderson. She also reported meeting with some commissioners who provided comments on the documents and helped frame and refine the participation program.

Administrator Jester briefly reviewed her ideas for engaging with Native communities and environmental justice communities through interviews or focus group meetings. Attorney Anderson noted that a policy is needed to lay out the purpose for the expenditure of public funds. There was some discussion about whether and how residents could provide input to the Commission without signing a waiver and being financially compensated. Chair Cesnik said some people may be wary of signing a government document and she had some suggestions for language revisions. Commissioner Welch and Attorney Anderson indicated that participation in the focus group program should require signing the waiver, that Administrator Jester’s time should be managed and the program fairly administered.

MOTION: Commissioner Welch moved to approve the policy and participation waiver with minor revisions and to approve Administrator Jester’s approach to the program as outlined in her memo. Commissioner Gwin-Lenth seconded the motion.

Discussion: There was further discussion about the overall program having a targeted focus, and not being individual phone calls from residents, but a pre-planned program with compensation to willing individuals. It was noted that since there is a monetary exchange, there is a fine line in how the program is implemented.

VOTE: Upon a vote, the motion carried 7-0, with the cities of Robbinsdale and St. Louis Park absent from the vote.

D. Review Results of Staff Evaluations

Chair Cesnik reviewed the results of evaluations by commissioners and TAC members for Administrator Jester and Commission Engineer Chandler. She reported about 10 people submitted evaluations. She reported that, overall, Administrator Jester had “meets” or “exceeds” expectations in all categories and was asked to put more emphasis on education and outreach activities. She reported that Barr Engineering/Engineer Chandler also had “meets” or “exceeds” expectations in many categories. It was noted that engineering costs were a concern for some. Commissioner Welch noted that the Commission Engineer provides the appropriate amount and caliber of work for the cost.

Chair Cesnik also noted that the list of “future needs” was lengthy among responses.

Administrator Jester and Engineer Chandler thanked commissioners for the feedback and noted they were happy to take feedback anytime during the year.

E. Receive Report on MN Association of Watershed Districts Annual Meeting – Item tabled until January

[Commissioner Chowhan leaves the meeting.]

F. Consider Approval of Minor Revisions to New Watershed Boundary

Administrator Jester reported that although the Commission approved an updated watershed boundary with Shingle Creek WMC in November, there are a few minor edits in Robbinsdale recommended by the city and reviewed by the Commission Engineer. She showed the changes on a map and requested approval of the changes to the official boundary.

MOTION: Commissioner Welch moved to approved the changes to the BCWMC watershed boundary with Shingle Creek Watershed Management Commission. Commissioner Carlson seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Robbinsdale and St. Louis Park absent from the vote.

[Alternate Commissioner Hauer leaves the meeting.]

6. COMMUNICATIONS

A. Administrator's Report

- i. MnDNR AIS Treatment Grant Application – A lottery-based grant application was submitted to the MnDNR for curly-leaf pondweed treatment in Medicine Lake.
- ii. Hennepin County AIS Prevention Grant Update – A \$10,000 grant awarded to the BCWMC in 2021 for developing and installing AIS prevention signage on fishing piers was not implemented for a variety of reasons, including the loss of the BCWMC Education Coordinator. Instead, the County will take the lead on developing the signage, with BCWMC input, and will fabricate the signs for installation by BCWMC or member cities in 2023.

Administrator Jester also relayed a recent conversation with Hennepin County Commissioner Fernando's office related to the Bassett Creek Valley (BCV). She indicated there is support to convene a group of stakeholders interested in exploring implementation of regional flood and stormwater management in the BCV, including working to access newly appropriated Federal funds for infrastructure and climate resiliency projects. There was general consensus that convening a stakeholder group was a good idea.

B. Chair – No report

C. Commissioners

Commissioner Welch asked that the January or February meeting include a review of commissioner/alternate commissioner vacancies and attendance expectations. Commissioner Welch noted that the TAC liaison should be provided with clarity on the level of engagement expected from the liaison at the TAC meeting.

D. TAC Members

For the January 4th TAC meeting, Alternate Commissioner Polzin will be the alternate liaison if Commissioner Harwell is not able to attend.

E. Committees - No report.

F. Legal Counsel - No report.

G. Engineer

Commission Engineer Chandler reported that the pre-construction meeting for the Lagoon Dredging Project was held November 28th and a new access route to Pond D is being developed. Regarding the Bryn Mawr Project, she reported that rough grading is underway and the ponds are being shaped. Piles are expected to be driven next week.

7. INFORMATION ONLY (Information online only)

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

8. ADJOURNMENT - The meeting adjourned at 11:18 a.m.

Bassett Creek Watershed Management Commission							
Statement of Financial Position							
				Capital Improvement Projects	General Fund		TOTAL
ASSETS							
Current Assets							
Checking/Savings							
		101 · Wells Fargo Checking		632,162.65	658,895.23		1,291,057.88
		102 · 4MP Fund Investment		3,501,986.62	51,919.67		3,553,906.29
		103 · 4M Fund Investment		2,483,650.36	36,471.00		2,520,121.36
		Total Checking/Savings		6,617,799.63	747,285.90		7,365,085.53
Accounts Receivable							
		111 · Accounts Receivable		0.00	600.67		600.67
		112 · Due from Other Governments		52,806.40	-0.26		52,806.14
		113 · Delinquent Taxes Receivable		11,396.55	0.00		11,396.55
		Total Accounts Receivable		64,202.95	600.41		64,803.36
Other Current Assets							
		114 · Prepaids		0.00	2,978.75		2,978.75
		116 · Undeposited Funds		0.00	1,500.00		1,500.00
		Total Other Current Assets		0.00	4,478.75		4,478.75
		Total Current Assets		6,682,002.58	752,365.06		7,434,367.64
TOTAL ASSETS				6,682,002.58	752,365.06		7,434,367.64
LIABILITIES & EQUITY							
Liabilities							
Current Liabilities							
Accounts Payable							
		211 · Accounts Payable		39,531.56	106,851.92		146,383.48
		Total Accounts Payable		39,531.56	106,851.92		146,383.48
Other Current Liabilities							
		212 · Unearned Revenue		438,823.00	162,068.00		600,891.00
		251 · Unavailable Rev - property tax		11,396.55	0.00		11,396.55
		Total Other Current Liabilities		450,219.55	162,068.00		612,287.55
		Total Current Liabilities		489,751.11	268,919.92		758,671.03
		Total Liabilities		489,751.11	268,919.92		758,671.03
Equity							
		311 · Nonspendable prepaids		0.00	2,978.75		2,978.75
		312 · Restricted for improvements		4,562,582.00	0.00		4,562,582.00
		315 · Unassigned Funds		0.00	375,424.57		375,424.57
		32000 · Retained Earnings		1,075,938.11	15,876.48		1,091,814.59
		Net Income		553,731.10	89,165.60		642,896.70
		Total Equity		6,192,251.21	483,445.40		6,675,696.61
TOTAL LIABILITIES & EQUITY				6,682,002.32	752,365.32		7,434,367.64
UNBALANCED CLASSES				0.26	-0.26		0.00

Bassett Creek Watershed Management Commission					
Statement of Revenues, Expenditures and Changes in Fund Balances - General					
		Annual Budget	Dec 15, '22 - Jan 19, 23	Feb 1, '22 - Jan 19, 23	
				Budget Balance	
Ordinary Income/Expense					
Income					
	411 · Assessments to Cities	565,998.00	0.00	565,998.00	0.00
	412 · Project Review Fees	60,000.00	7,500.00	85,217.21	-25,217.21
	413 · WOMP Reimbursement	5,000.00	0.00	1,875.00	3,125.00
	414 · State of MN Grants	0.00	2.19	23,013.47	-23,013.47
	415 · Investment earnings	0.00	20,179.63	88,390.67	-88,390.67
	416 · TRPD Reimbursement	1,400.00	0.00	13,900.00	-12,500.00
	Total Income	632,398.00	27,681.82	778,394.35	-145,996.35
Expense					
1000 · Engineering					
	1010 · Technical Services	145,000.00	9,670.75	122,633.75	22,366.25
	1020 · Development/Project Reviews	75,000.00	7,881.94	98,260.86	-23,260.86
	1030 · Non-fee and Preliminary Reviews	22,000.00	807.00	17,284.50	4,715.50
	1040 · Commission and TAC Meetings	14,000.00	1,178.00	12,319.46	1,680.54
	1050 · Surveys and Studies	10,000.00	447.50	14,283.50	-4,283.50
	1060 · Water Quality / Monitoring	110,000.00	6,837.10	92,601.75	17,398.25
	1070 · Water Quantity	8,000.00	593.13	5,649.39	2,350.61
	1080 · Annual Flood Control Inspection	12,000.00	1,255.00	21,290.40	-9,290.40
	1090 · Municipal Plan Review	2,000.00	0.00	741.50	1,258.50
	1100 · Watershed Monitoring Program	28,500.00	3,547.50	26,279.08	2,220.92
	1110 · Annual XP-SWMM Model Updates	5,000.00	0.00	8,983.50	-3,983.50
	1120 · TMDL Implementation Reporting	7,000.00	0.00	1,140.00	5,860.00
	1130 · APM/AIS Work	13,000.00	5,000.00	41,844.06	-28,844.06
	Inspections	0.00	0.00	0.00	0.00
	1000 · Engineering - Other		0.00	0.00	0.00
	Total 1000 · Engineering	451,500.00	37,217.92	463,311.75	-11,811.75
2000 · Plan Development					
	Development	18,000.00	5,209.50	37,355.50	-19,355.50
	2000 · Plan Development - Other		0.00	0.00	0.00
	Total 2000 · Plan Development	18,000.00	5,209.50	37,355.50	-19,355.50
3000 · Administration					
	3010 · Administrator	70,848.00	4,770.00	63,378.00	7,470.00
	3020 · MAWD Dues	7,500.00	7,500.00	15,000.00	-7,500.00
	3030 · Legal	17,000.00	1,292.70	18,063.32	-1,063.32
	3040 · Financial Management	13,500.00	1,000.00	12,500.00	1,000.00
	3050 · Audit, Insurance & Bond	18,700.00	100.00	18,218.00	482.00
	3060 · Meeting Catering	1,300.00	161.23	1,830.75	-530.75
	3070 · Administrative Services	8,000.00	129.47	5,792.24	2,207.76
	3000 · Administration - Other		0.00	0.00	0.00
	Total 3000 · Administration	136,848.00	14,953.40	134,782.31	2,065.69
4000 · Education					
	Report	1,300.00	0.00	1,164.00	136.00
	4020 · Website	1,800.00	98.92	645.05	1,154.95
	4030 · Watershed Education Partnership	18,350.00	4,560.00	15,410.00	2,940.00
	4040 · Education and Public Outreach	28,000.00	13,702.43	36,491.14	-8,491.14
	4050 · Public Communications	1,100.00	0.00	69.00	1,031.00
	4000 · Education - Other		0.00	0.00	0.00
	Total 4000 · Education	50,550.00	18,361.35	53,779.19	-3,229.19
	Total Expense	656,898.00	75,742.17	689,228.75	-32,330.75
	Net Ordinary Income	541,498.00	-48,060.35	655,163.60	-113,665.60
Net Income		541,498.00	-48,060.35	655,163.60	-113,665.60

Bassett Creek Watershed Management Commission						
Statement of Revenues, Expenditures and Changes in Fund Balances - Construction in Progress						
		Annual Budget	Dec 15, '22 - Jan 19, 23	Feb 1, '22 - Jan 19, 23	Inception to Date Expense	Remaining Budget
Ordinary Income/Expense						
Income						
	418 · Property Taxes		799,737.24	1,672,962.72		
	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		
	BCP2 · Bassett Creek Park & Winnetka	0.00	0.00	0.00		
	CRM · Main Stem Cedar Lk Rd-Dupont	0.00	0.00	40,297.44		
	ML12 · Medley Park Stormwater Treatment		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	0.00	20,562.03		
	TW2 · Twin Lake Alum Treatment	0.00	0.00	0.00		
	Total Income	0.00	799,737.24	1,733,822.19		
Expense						
	2017CRM · CIP-Main Stem Cedar Lk Rd-Dupont	1,064,472.00	0.00	636,449.22	768,478.47	295,993.53
	2024CRM · CIP-BS Main Stem Restore	85,500.00	9,389.00	36,812.25	36,812.25	48,687.75
	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	1,835,000.00	7,075.76	150,012.66	277,846.83	1,557,153.17
	BC-7 · CIP-Main Stem Lagoon Dredging	2,759,000.00	5,111.48	75,284.47	189,712.29	2,569,287.71
	BCP-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	1,319.50	56,390.75	443,609.25
	ML-22 · CIP-Ponderosa Wood Strm Restora	43,800.00	6,434.38	20,224.38	20,224.38	23,575.62
	ML-23 · CIP-Purch High Eff St Sweeper	81,600.00	0.00	0.00	0.00	81,600.00
	NL-2 · CIP-Four Seasons Mall	990,000.00	6,748.50	11,211.50	196,448.06	793,551.94
	PL-7 · CIP-Parkers Lake Stream Restore	485,000.00	406.94	3,390.22	74,303.34	410,696.66
	SL-1,3 · CIP-Schaper Pond	612,000.00	0.00	23,015.55	466,093.97	145,906.03
	SL-8 · CIP-Sweeney Lake WQ Improvement	568,080.00	4,365.50	222,371.34	565,076.13	3,003.87
	TW-2 · CIP-Twin Lake Alum Treatment	163,000.00	0.00	0.00	91,037.82	71,962.18
	Total Expense	16,532,526.00	39,531.56	1,180,091.09	5,908,723.34	10,623,802.66
	Net Ordinary Income	-16,532,526.00	760,205.68	553,731.10	-5,108,986.10	
Net Income		-16,532,526.00	760,205.68	553,731.10		

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is effective on the 1st day of February, 2023 (the “Effective Date”) by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and Redpath and Company, Ltd., a Minnesota business corporation (the “Contractor”).

I. SERVICES TO BE PROVIDED. The Contractor will perform for the Commission monthly bookkeeping services and annual financial audit assistance services as detailed and further specified in the Contractor’s engagement letter proposal, attached hereto as Exhibit A and incorporated into this Agreement as if fully set forth herein (the “Proposal”). If any terms contained in the Proposal conflict with any terms in this written Agreement, the terms in the Agreement shall prevail. All professional services provided by the Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

II. COST OF SERVICES. For monthly bookkeeping services, the Commission shall pay the Contractor, from February 1, 2023 through January 31, 2024, a flat monthly fee of \$1,075. For annual financial audit assistance services and Form 1099 preparation, which are expected to occur during February and March of 2023 and shall not exceed 25 hours without the Commission’s prior written approval, the Commission shall pay the Contractor an hourly fee of \$150. No additional commissions, fees, or reimbursement shall otherwise be due under this Agreement, and unless otherwise expressly agreed to by the Commission in a future writing, the total compensation paid to the Contractor under this Agreement shall not exceed \$16,650. Likewise, the Commission shall not be responsible for payment for any work performed by the Contractor that is not expressly listed on the Proposal unless otherwise expressly agreed to by the Commission in writing. The Contractor shall submit invoices for the services it provides to the Commission on a monthly basis. The itemized invoices shall identify all work completed, and once approved, invoices submitted will be processed and paid in the same manner as other claims made to the Commission. Because the Commission only meets monthly and needs to formally approve all claims at a Commission meeting, it shall have 45 days from the date of any non-disputed invoice to approve and make payment thereon.

III. TERM; TERMINATION. The term of this Agreement shall begin on the Effective Date and end on January 31, 2024. Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a material breach of the Agreement by the Commission, upon providing 30 days’ written notice to the Commission, if the Commission fails to cure said breach within those 30 days; and (3) the Commission may terminate this Agreement at any time at its option, for any reason or no reason at all, upon providing 30 days’ written notice to the Contractor.

IV. INDEPENDENT CONTRACTOR. All services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the Commission for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the Commission. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or

other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the Commission.

V. INDEMNIFICATION. The Contractor, and any and all officers, employees, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the Commission and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, and agents, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement. In no event shall the Commission be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Commission is entitled under Minnesota Statutes, Chapter 466 or otherwise.

VI. INSURANCE. The Contractor agrees that before any of the services can be performed hereunder, the Contractor shall procure at a minimum: worker's compensation Insurance as required by Minnesota state law; professional liability in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate; and commercial general liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage. To meet the commercial general liability requirements, the Contractor may use a combination of excess and umbrella coverage. The Contractor shall provide the Commission with a current certificate of insurance listing the Commission as an additional insured with respect to the commercial general liability and umbrella or excess liability. Such certificate of liability insurance shall contain a statement that such policies shall not be canceled or amended unless 30 days' written notice is provided to the Commission, 10 days' written notice in the case of non-payment.

VII. CONFLICT OF INTEREST. The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.

VIII. THIRD PARTY RIGHTS. The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

IX. NOTICES. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor: Redpath and Company, Ltd.
55 Fifth Street East, Suite 1400
St. Paul, MN 55101
Attn: Gregory R. Smith

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

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

X. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the Commission and the Contractor, and supersedes any other written or oral agreements between the Commission and the Contractor. This Agreement can only be modified in writing signed by the Commission and the Contractor.

B. Data Practices Act Compliance. Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the Commission any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the Commission concerning data requests.

C. Audit. The Contractor must allow the Commission, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.

D. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

E. No Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

F. No Discrimination. The Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.

G. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

H. Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

I. Compliance with Laws. The Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date the Contractor agrees to provide the services contemplated herein.

J. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall take effect on the date first written above.

THE COMMISSION:

CONTRACTOR:

By: _____
Its: Chair

By: _____

By: _____
Its: Secretary

Its: _____

December 19, 2022

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

Dear Commissioners:

This letter defines the agreement with respect to the terms and objectives of our engagement and the nature and limitations of the services Redpath and Company, Ltd. and affiliated entities (herein referred to as Redpath and Company) will provide for Bassett Creek Watershed Management Commission (the Commission).

SERVICES

Monthly Accounting Services

Redpath and Company will enter invoices and receipts into QuickBooks accounting system and generate monthly financial statements, including:

- Maintain check register.
- Financial Reports.
- Administrative and program budget report.
- Statement of revenue, expenditures and changes in fund balance.
- Income statement/balance sheet.
- Budget to actual comparisons for all funds.
- Schedules of each fund.

Included in services:

- Preparing monthly checks and financial statements, including administrative and program/project budget reports.
- Reconciling bank statements.
- Depositing review fee checks.
- Posting receipts from grant funding to appropriate accounts.
- Monitoring and managing investment funds.
- Submitting all reporting requirements to the Office of the State Auditor.

We will not perform any procedures to verify or corroborate the information supplied to us by the Commission nor will we audit the information. The management of the Commission, not our firm, is responsible for the accuracy of the information we use to update your general ledger.

As part of performing bookkeeping services, we may propose standard, adjusting, or correcting journal entries to your general ledger. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on your accounting records. You are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

Annual Financial Audit Assistance and Form 1099s preparation

We will provide assistance in preparing schedules and other documents for the Commission's annual audit as directed by Commission personnel. As well we will prepare and transmit Form 1099s for the year.

INFORMATION REQUIREMENTS

We will provide you with an information request, which outlines the information needed to complete our services.

The terms of this engagement, including timing and estimated cost, is directly dependent on the quality and timeliness of the information and data you provide. A lack of information may also cause delays in the timely completion of the engagement. In the event that information cannot be provided, you may incur additional costs if we attempted to generate such information, or we may even be unable to continue the engagement in the absence of such information. It is in your best interest to provide accurate and timely information.

FEES

Our fees are generally based on time expended and out-of-pocket expenses. However, fees may also include other relevant factors, such as:

- the difficulty of the questions and the skill required to perform the accounting, tax, or other services properly
- time limitations imposed either by you or the circumstances
- the nature and length of the professional relationship between us
- the experience, reputation and ability of the accountant or accountants assigned to the engagement

We bill our fees monthly as work progresses and expect payment within thirty (30) days. Each invoice includes a detailed description of the services provided. Amounts over thirty (30) days will be considered delinquent. We reserve the right to assess a 1.5% per month service charge on

any balance older than thirty (30) days. In the event it becomes necessary to refer this account to an attorney for collection (whether or not suit is commenced), you will be responsible for payment of all reasonable costs of such collections, including reasonable attorney fees. Our policy is to suspend work if your account becomes overdue by sixty (60) days or more, and work will not be resumed until your account is paid in full. Should we elect to discontinue services, you will be responsible for all time and expenses incurred through the date of termination regardless of whether we have issued a report or other final product.

Our fees will be as follows:

Monthly Accounting Services	\$1,075 per month
Annual Financial Audit Assistance and 1099 preparation	\$150 per hour

You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc.

The above fees are based on the anticipated scope of services, anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. Bassett Creek Watershed Management Commission acknowledges that the following circumstances may result in a change in scope of services and an increase in fees:

- New accounting standards or tax law changes,
- Failure by the Commission to complete the preparation work by the applicable due dates,
- Inaccurate records,
- Turnover in your staff,
- Significant unanticipated or undisclosed transactions, issues, or other such unforeseeable circumstances,
- Delays by the Commission causing scheduling changes or disruption of previously scheduled timing of work (fieldwork),
- Circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the accounting services.

Services requested by you that are not included in this engagement letter will be billed dependent on the level of effort required and will be subject to all the terms of this letter.

Our fees and rates are adjusted annually for general economic factors.

If we are requested or required to provide documents or testimony to support litigation proceedings as a professional service on your behalf (that is, litigation in which we are not a party as a result of our engagement.), you will be billed for our time at the current standard rates and all out-of-pocket expenditures, including copying costs and legal fees.

DELIVERABLES

All financial statements prepared by Redpath will be delivered to you electronically.

All tax filings prepared by Redpath will be delivered to you electronically, however, we will provide a paper filing copy of any tax return that can't be filed electronically with the taxing authority. Electronic delivery is secure and simplifies the client authorization process for the electronic filing of tax returns.

RECORD KEEPING RESPONSIBILITIES

The AICPA Code of Professional Conduct requires Redpath to maintain our independence with regard to certain attestation services provided to Bassett Creek Watershed Management Commission. These rules require Bassett Creek Watershed Management Commission to take responsibility for all nonattest services. Redpath cannot serve as custodian for your data in such a way that your data is incomplete and accessible only through Redpath or the Redpath portal. As such, any tax return, financial report, reconciliation, document, and/or calculation (depreciation schedules, various tax calculations and journal entry support, etc.) that we prepare or update on your behalf will be sent to you at the completion of each attest or nonattest service. You are responsible for downloading and maintaining these records as well as all supporting documentation generated in the normal course of business operations until the retention period expires.

Our responsibility is to maintain client records for the minimum required time period in compliance with federal and state laws and regulations (generally three to six years). Our firm's records retention policy will differ considerably from yours. Every business (or individual) has different record keeping requirements, because regulations vary by industry, entity structure, the state(s) of operation, and most importantly, the needs to the specific business (or individual). Retention policies are determined by taking into consideration legal, fiscal, operational, and historical values of any given type of record.

CONFIDENTIALITY

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service

provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

PRIVACY

We have established policies and procedures to ensure that client's non-public, personal information is private and secure at all times. We maintain physical, electronic and procedural controls to comply with standards in safeguarding your information from loss, misuse, alteration or destruction (unless the destruction is according to our records retention schedule). We do not sell information to third parties. We do not disclose non-public information except as necessary to provide our services (see Confidentiality above) and as required by law. We do not disclose non-public information we receive to our affiliates unless authorized.

DISPUTE RESOLUTION

In the event of a dispute over fees for our engagement, the Commission and our firm mutually agree to try in good faith to resolve the dispute through mediation by selecting a third-party to help reach an agreement, in accordance with the following paragraph (Mediation). If we are unable to resolve the fee dispute through mediation, then, with the consent of both parties, such disputes may be settled by binding arbitration. **We both acknowledge that should a dispute over fees arise that cannot be resolved through mediation, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. Instead, we are accepting the use of arbitration for resolution.**

We believe that most disagreements can be resolved to mutual satisfaction in a friendly, non-threatening environment. While we do not expect there to be any problems whatsoever with our relationship, misunderstandings can occur. Therefore, we agree that any dispute arising under this agreement (including the scope, nature and quality of services to be performed by us, our fees or other terms of the engagement) shall be submitted to mediation. A competent and impartial third-party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least sixty (60) days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

OTHER MATTERS

Non-Solicitation of Employees

In recognition of the importance of our employees it is hereby agreed that Bassett Creek Watershed Management Commission will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of

Redpath and Company for a period of twelve months following the date of the conclusion of this engagement. If Bassett Creek Watershed Management Commission violates this non solicitation clause, Bassett Creek Watershed Management Commission agrees to pay Redpath and Company a fee equal to 25% of the hired person's last annual salary at Redpath and Company at the time of violation so as to reimburse Redpath and Company for the costs of hiring and training a replacement.

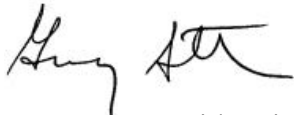
This letter supersedes all prior communications, understandings, and agreements, whether oral or written, in connection with this engagement. Amendments to this agreement must be in writing and signed by both parties. This letter covers our current year of service and each year thereafter until amended. If you do not understand any of the terms of this agreement, please call me and I will be happy to review them with you.

I will be your client manager and primary contact for all of your services. Please feel free to contact me directly at 651-255-9315.

Thank you for the opportunity to be of service. We look forward to continuing the relationship.

Sincerely,

REDPATH AND COMPANY



Gregory R. Smith, Director

Response

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

If you agree to the terms of this engagement, please designate below the individual who will be overseeing our services, sign this letter and return it to us via DocuSign. If a designated individual is not assigned below, it will be assumed that the individual who signs the engagement letter will oversee our services.

Designated individual responsible for overseeing our services

Management signature

Title

Date

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER 3**

THIS AGREEMENT is made as of this 1st day of January, 2023, between the Bassett Creek Watershed Management Commission (“OWNER”), a watershed management organization, with principal offices at 16145 Hillcrest Lane, Eden Prairie Minnesota 55346, and HDR ENGINEERING, INC., (“ENGINEER”) for services in connection with the project known as “2023-2025 Website Services” (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which shall consist of the Scope of Services, as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Consulting Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Consulting Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be in accordance with Exhibit A and based on Time and Materials expended.

Compensation terms are defined as follows:

“Time and Materials” shall mean actual labor hours at the rates included in Exhibit A, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses (as defined below).

“Reimbursable Expenses” shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time. Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER’S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted.

SECTION VI. MISCELLANEOUS

- A. All services provided pursuant to this Agreement shall be provided by ENGINEER as an independent contractor and not as an employee of OWNER for any purpose.
- B. Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. ENGINEER will immediately report to OWNER any requests from third parties for information relating to this Agreement. ENGINEER agrees to promptly respond to inquiries from OWNER concerning data requests.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"OWNER"

BY: _____

NAME: _____

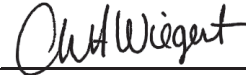
TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: _____



NAME: _____

Christine A. Wiegert

TITLE: _____

Vice President

ADDRESS: _____

1601 Utica Ave S

St. Louis Park, MN 55416



Exhibit A: 2023-2025 Website Maintenance Services

Please find HDR's scope and budget for January 1, 2023 – December 31, 2025 Website Maintenance Services. We look forward to continuing our work for the Bassett Creek Watershed Management Commission!

Scope of Services

Task 1: Monthly Website Maintenance

Includes:

- Invoices as required (up to 6 per year, a total of 18 invoices for 3 years)
- Response to questions from BCWMC regarding the website
- Modifications to existing web services or web graphics
- Response to system issues resulting in disrupted function or site downtime
- Required system upgrades or patches

Assumptions:

- HDR assumes 2 hours/month for website maintenance. If web service modification or addition requests are significant and require more than the 2 hours allotted per month, a contract amendment will be required.
- HDR will make modifications to existing website graphics within the allotted 2 hours per month. New graphic requests will require a contract amendment.
- HDR will support browser versions that are currently active and supported by their creating companies. In particular, Chrome, Firefox, Safari, and Internet Explorer version 9+.
- Requests for new features will require a contract amendment

Budget

Based on the scope of work described above, HDR proposes to provide these services on a time and expenses basis with a limit not to exceed \$15,510 without prior authorization of Bassett Creek Watershed Management Commission.

Task	Hours	Cost
Task 1: Project Management	22 hours	\$3,440
Task 2: Monthly Website Maintenance	72 hours (2 hours/month for contract duration)	\$12,070
Total Cost	94 hours	\$15,510

Schedule

The services outlined herein will be performed from January 1, 2023 to December 31, 2025.

HDR Engineering, Inc. Terms and Conditions for Consulting Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; loss of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving thirty (30) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within forty-five (45) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

15. ALLOCATION OF RISK

OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

16. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. Notwithstanding the foregoing, nothing contained herein shall be interpreted to alter or affect any requirements or responsibilities regarding adherence to the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

17. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does

not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

18 OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

19. FORCE MAJEURE

Neither party shall be responsible for delays caused by factors beyond their reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the other party to furnish timely information or approve or disapprove of services or work product, or delays caused by faulty performance by the other party or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond one party's reasonable control occur, the other party agrees that said party shall not be responsible for damages, nor shall said party be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to the schedule and/or compensation if impacted by the force majeure event or condition.



Memorandum

To: Bassett Creek Watershed Management Commission (BCWMC)
From: Barr Engineering Co. (Barr)
Subject: Item 4G: Golden Valley 2023 Pavement Management Program (PMP) Project – Golden Valley, MN
BCWMC January 19, 2023 Meeting Agenda
Date: January 11, 2023
Project: 23270051.53 2022 2303

4G Golden Valley 2023 Pavement Management Program (PMP) Project – Golden Valley, MN BCWMC 2022-23

Summary:

Proposed Work: Street reconstruction including paving, concrete curb and gutter installation, concrete sidewalks installation, water main replacements, storm sewer improvements, and sanitary sewer repairs and replacements

Project Proposer: City of Golden Valley

Project Schedule: 2023 construction

Basis for Review at Commission Meeting: Linear project with more than five acres of disturbance

Impervious Surface Area: Decrease approximately 0.4 acres

Recommendation for Commission Action: Approval

General Project Information

The proposed linear project is in the City of Golden Valley within Bassett Creek Main Stem Subwatershed (see attached map for locations). The proposed linear project includes reconstruction of City of Golden Valley streets and utility improvements, including water main, sanitary sewer, and storm sewer, resulting in 6.99 acres of grading (disturbance). The proposed linear project creates 4.69 acres of fully reconstructed impervious surfaces and a decrease of 0.40 acres of impervious surfaces, from 5.09 acres (existing) to 4.69 acres (proposed).

The initial submittal was received on December 12, 2022. The BCWMC engineer reviewed the submittal and provided comments to the City on January 5, 2022. The City addressed the comments and revised plans were submitted on January 11, 2022.

Floodplain

The proposed project does not involve work in the BCWMC 100-year floodplain; therefore, BCWMC floodplain review is not required.

Wetlands

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

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

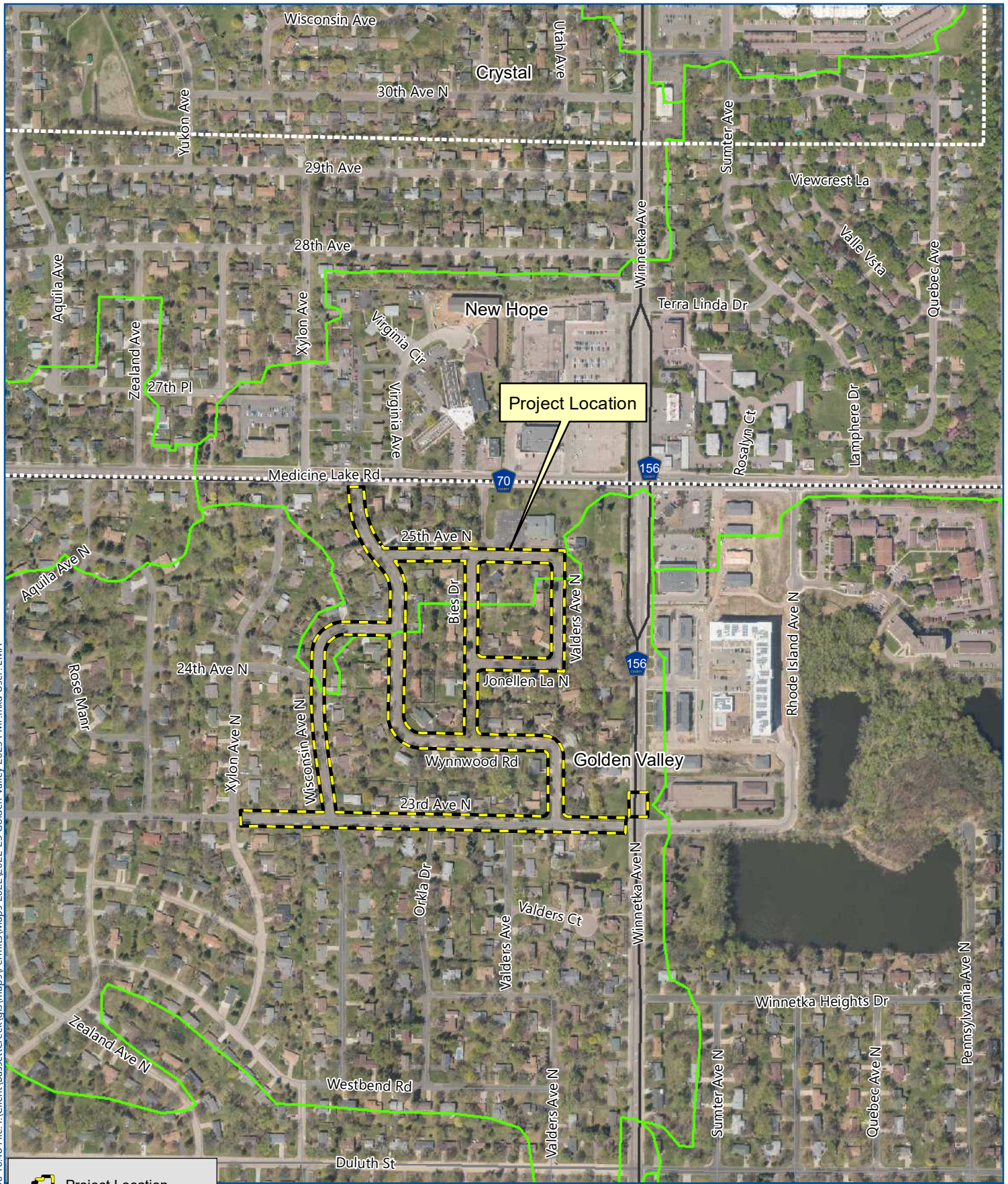
The proposed linear project does not create one or more acres of net new impervious surfaces; therefore, BCWMC water quality review is not required. However, the proposed linear project includes an iron enhanced filtration basin, a reduction of impervious surfaces, and two manholes with four-foot-deep sumps. The proposed iron enhanced filtration basin will treat runoff from approximately 3.45 acres of roadway.

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 and sediment control features include rock construction entrances, sediment control logs, silt fence, and storm drain inlet protection. Permanent erosion and sediment control features include stabilization with sod.

Recommendation for Commission Action

Approval



Project Location

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



0 250 500 Feet



BCWMC 2022-23
 GOLDEN VALLEY 2023 PMP
 Golden Valley, MN

LOCATION MAP



Bassett Creek Watershed Management Commission

January 19, 2023

Ms. Judie Anderson
Shingle Creek Watershed Management Commission
3235 Fernbrook Lane N
Plymouth, MN 55447

Re: Review of the 60-day draft of the 2023 – 2032 Shingle Creek West Mississippi Watershed Management Commission Watershed Management Plan

Dear Ms. Anderson:

Thank you for providing the Bassett Creek Watershed Management Commission (BCWMC) with the opportunity to review the 60-day draft of the 2023–2032 Shingle Creek West Mississippi Watershed Management Commission (SCWM WMC) Watershed Management Plan (Plan). On behalf of the BCWMC, we offer the following comments regarding the draft SCWM WMC Plan.

1. The BCWMC collaborated with the Shingle Creek WMC to update their shared legal boundary along the southern border of the Shingle Creek watershed. Updates to the legal boundary were finalized in December 2022, so we understand the final maps were not available when the Plan was submitted for 60-day review. As a result, the maps included in the main text of the Plan and Appendix B – Inventory and Condition Assessment do not reflect the recently updated boundary. We recommend updating the maps to show the new legal boundary prior to Plan adoption.
2. In Section 4.2.3, the Plan text notes:

“As a part of this planning process, the watersheds partnered with Bassett Creek WMO to learn and start a conversation about environmental injustice, how other organizations are increasing their outreach to underserved communities, and how to begin building relationships and work toward more equitable environmental outcomes.”

The BCWMC appreciates the work of the SCWM WMC in collaborating to host a workshop in April 2022 focusing on diversity, equity, and inclusion in watershed management. We are pleased to see this and future efforts referenced in the Plan.

3. In Appendix Section E.4, the text notes:

“A southerly tier of subcatchments flows through storm sewer and a series of ponds to Lower Twin Lake. Under certain conditions the pond system is outletted by pump south to the Bassett Creek watershed.”

The BCWMC appreciates the identification of potential discharge across WMO boundaries. Prior to Plan adoption, we request confirmation and more information about this drainage system, and under what conditions flows are directed to the Bassett Creek watershed. If this discharge is confirmed, it will require approval by the BCWMC, as we have no record of approving it. If this cannot be clarified and approved prior to Plan adoption, we request revising the statement to clarify the conditions under which pumping occurs (e.g., water level above a specified elevation) and that BCWMC approval will be required.

Again, thank you for the opportunity to review the 2023-2032 SCWM WMC Plan. Please feel free to contact me if you have any questions.

Sincerely,

Catherine Cesnik
Chair, Bassett Creek Watershed Management Commission

c: Steve Christopher, BWSR



Memorandum

To: Bassett Creek Watershed Management Commission
From: Barr Engineering Co.
Subject: Item 5A – Carp Assessment and Post-Alum Treatment Monitoring Results for Schaper Pond and Sweeney Lake (CIP Projects SL-3 and SL-8)
BCWMC January 19, 2023 Meeting Agenda
Date: January 12, 2023

5A. Carp Assessment and Post-Alum Treatment Monitoring Results for Schaper Pond and Sweeney Lake (CIP Projects SL-3 and SL-8)

Recommendations:

1. Approve a budget of up to \$60,000 in 2024 from the Schaper Pond Diversion Project CIP funds for follow-up carp assessments and carp removal with box nets, if preliminary results of the carp surveys show high populations of carp.

Background

Several investigations in 2017 and 2018 identified problems with stormwater treatment in Schaper Pond and found carp populations exceeding the 100 kg/ha threshold associated with impacts on water quality (Bajer et al., 2009). In 2019, the Commission was awarded grant funding for the Sweeney Lake Water Quality Improvement Project, which included a goal to reduce carp biomass in Sweeney Lake and Schaper Pond (shown in Figure 1) during the spring and summer of 2020. In addition, this project intended to track carp movement to 1) assess the likelihood that carp from Sweeney Lake could re-populate Schaper Pond, and 2) assess the need to prevent movement of juvenile and adult carp from Schaper Pond to Sweeney Lake. The Commission Engineer hired Carp Solutions, LLC as its subconsultant on this investigation (and all previous investigations) to analyze carp impacts in the Sweeney Lake-Schaper Pond system.

In 2020, Carp Solutions conducted box netting and electrofishing in Sweeney Lake and Schaper Pond. Overall, 452 carp were removed from Sweeney Lake and 152 carp were removed from Schaper Pond, which dropped the carp populations to levels that equated to respective biomass densities of 68 and 75 kg/ha—below the critical threshold of 100 kg/ha. While the carp removals were successful, it was also learned that Schaper Pond was likely a nursery area for carp. In February 2021, the Commission directed staff to evaluate various options for long term control of carp in Schaper Pond and Sweeney Lake. Staff developed and evaluated a matrix of several different options including constructing electric and non-electric barriers as well as stocking panfish in Schaper Pond to predate carp eggs and carp fry. After reviewing the benefits, limitations, and costs of various options, staff recommended an adaptive



Barr Footer: ArcGIS 10.9.1, 2023-01-12 08:53 File: I:\Client\BassettCreek\Work Orders\2018\Schaper Pond\Maps\Fig01 Schaper Pond Outlet Map.mxd User: GJW

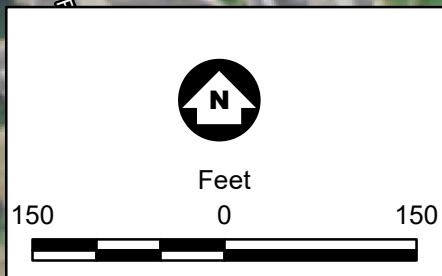


Figure 1
SCHAPER POND
Schaper Pond with Outlet
to Sweeney Lake
Bassett Creek Watershed
Management Commission

management approach to reassess the carp population and their movements by repeating the carp assessment performed in 2019. This action would help understand how quickly the carp population might rebound in these waterbodies to pre-removal levels and which permanent solution would be most cost effective. At their September 16, 2021, meeting, the Commission approved the adaptive management approach of gathering additional carp population data in 2022, contacting the Minnesota Department of Natural Resources (MnDNR) regarding permitting, and contacting a fish hatchery to provide panfish stocking in Schaper Pond. The Commission also suggested that, if carp numbers are found to be high in May and June, then action should switch to box netting and electrofishing to protect the investment in Sweeney Lake.

The Commission also used grant funding for the Sweeney Lake Water Quality Improvement Project to complete a two-phase alum treatment of Sweeney Lake. This treatment included the combined application of 61,760 gallons of alum and 29,880 gallons of sodium aluminate in the fall of 2020 and 2022, to control sediment phosphorus release and address the internal phosphorus load that contributed to the lake water quality impairment.

Carp Assessment Results for Schaper Pond and Sweeney Lake (CIP Project SL-3)

During the summer of 2022, Barr obtained a MnDNR permit and subcontracted with a fish hatchery to stock 800 adult panfish in the northwest corner of Schaper Pond.

In addition, Carp Solutions re-surveyed the carp populations in Schaper Pond and Sweeney Lake during the summer of 2022 and we compared biomass estimates with past surveys, as shown in the following table.

Carp Population Survey	Date	Estimated Carp Biomass (kg/ha)	
		Schaper Pond	Sweeney Lake
Baseline Assessment	October, 2018	420	1,030
Following Box Net Removal	Summer, 2020	75	68
Re-assessment	Summer, 2022	44	83

The results of the 2022 carp population survey confirmed that the 2020 box net removal resulted in lasting control of the adult carp, with estimated biomass densities well below the 100 kg/ha water quality impact threshold in both Schaper Pond and Sweeney Lake. The 2022 re-assessment also noted the presence of small/juvenile carp, which indicated that carp reproduction is occurring in the system. Carp

To: Bassett Creek Watershed Management Commission
From: Barr Engineering Co.
Subject: Item 5A – Carp Assessment and Post-Alum Treatment Monitoring Results for Schaper Pond and Sweeney Lake
(CIP Projects SL-3 and SL-8)
BCWMC January 19, 2023 Meeting Agenda
Date: January 12, 2023
Page: 4

migration data collected between 2018 and 2020 showed that about a quarter of the adult carp in Sweeney Lake migrated to Schaper Pond to spawn.

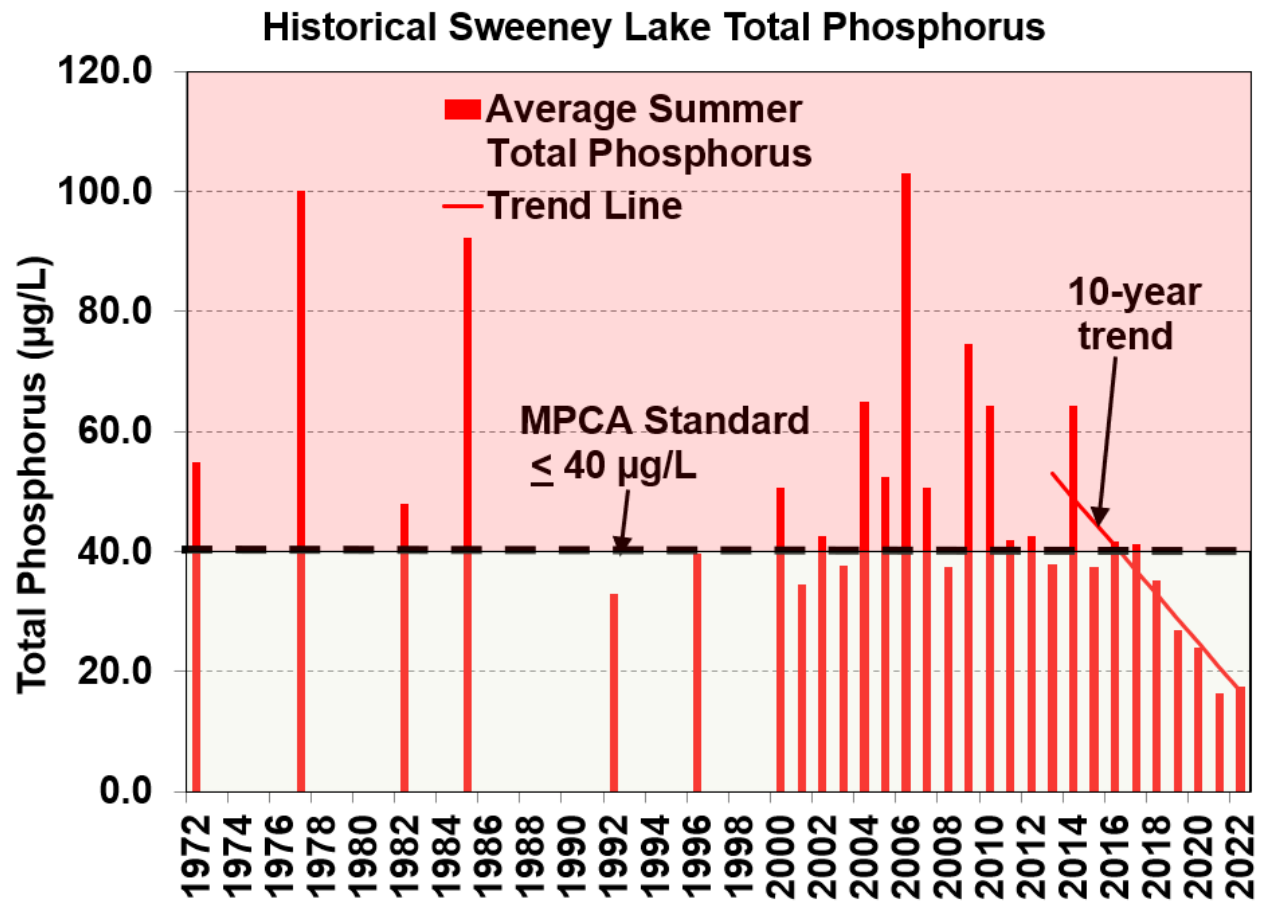
Because there is still a risk that carp reproduction may lead to higher biomass densities in the future, we recommend that the Commission resurvey carp populations again in both Schaper Pond and Sweeney Lake in 2024 and perform carp removal with box nets, if preliminary results of the carp surveys showing high populations of carp. If future (2024 or 2026) carp survey population assessments indicate more significant carp recruitment from Sweeney Lake to Schaper Pond, it may warrant implementation of a low-voltage electric barrier between the two water bodies.

We also asked Carp Solutions to consider whether the stocking of adult panfish (bluegills) was beneficial and/or successful at controlling carp reproduction in Schaper Pond. Following the panfish stocking, Carp Solutions did not observe bluegills during electrofishing and only captured two adult size bluegills out of the nine bluegills that were caught during a trap net survey. Because they did not catch very many bluegills in Schaper Pond, it indicates that the bluegills could have easily migrated out of the pond to Sweeney Lake where the habitat would be better for natural colonization. As a result, we do not believe panfish are effective at controlling carp populations in Schaper Pond and do not recommend that future stocking continue in the Pond.

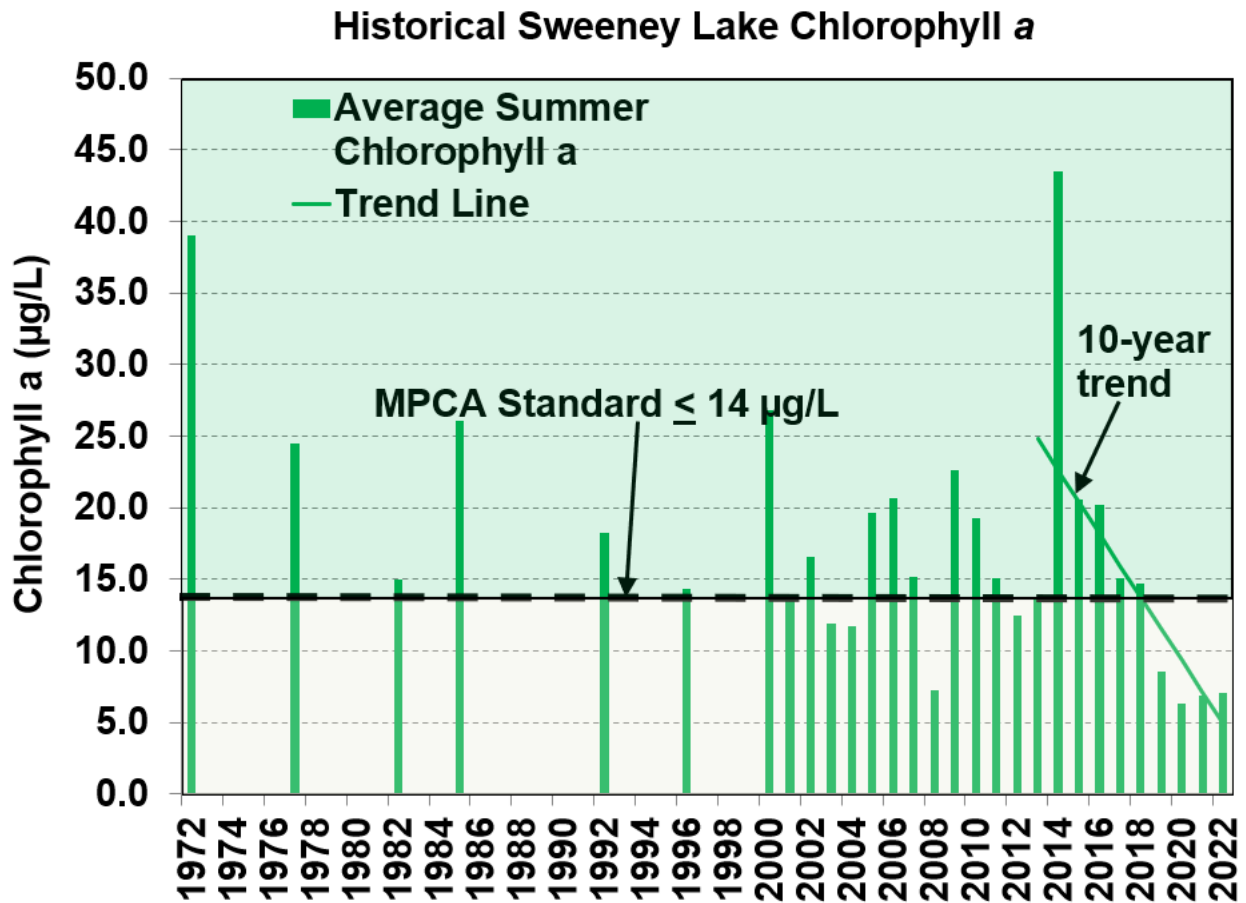
Post-Alum Treatment Monitoring Results for Sweeney Lake (CIP Project SL-8)

During 2022, the Commission Engineer continued post-alum treatment monitoring of Sweeney Lake to compare water quality with the State standards and to gauge the success of the Sweeney Lake Water Quality Improvement Project.

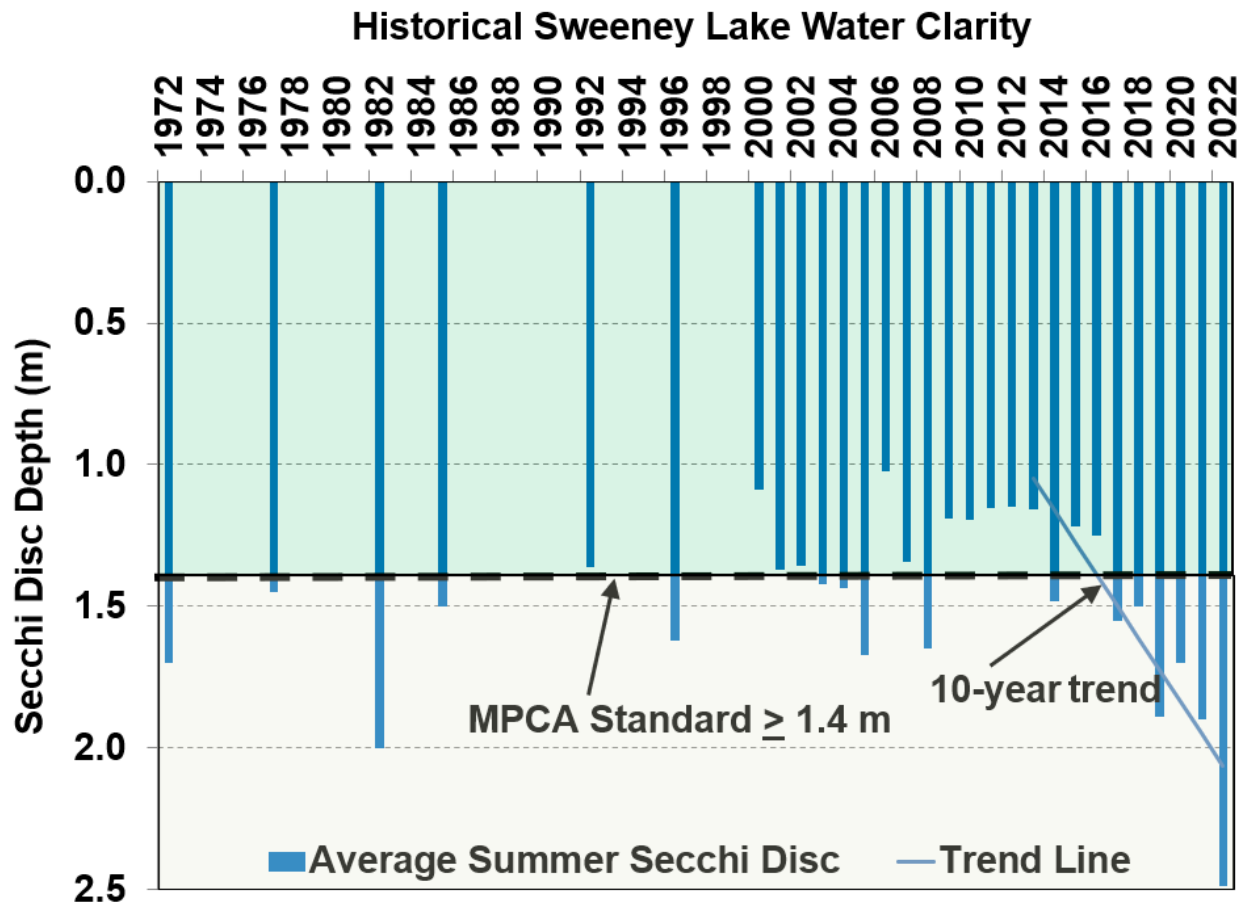
The following figure shows how the historical Sweeney Lake average summer total phosphorus concentrations compare to the 40 µg/L State standard for deep lakes. The current data and 10-year trend show that the most recent summer average phosphorus concentrations are consistently meeting the MPCA standard, with a significantly improving trend in the past 10 years. The average total phosphorus concentration in Sweeney Lake has dropped from 58 µg/L (thru 2006) to an average of 34 µg/L during the past ten years.



The following figure shows how the historical Sweeney Lake average summer chlorophyll-a concentrations compared to the 14 µg/L State standard for deep lakes. The current data show that the most recent summer average chlorophyll-a concentrations are consistently meeting the MPCA standard, with a significantly improving trend in the past 10 years. The average chlorophyll-a concentration in Sweeney Lake has dropped from 20 µg/L (thru 2006) to an average of 15.7 µg/L during the past ten years.



The following figure shows how the historical Sweeney Lake average summer Secchi disc transparency (a measure of water clarity) compares to the 1.4-meter State standard for deep lakes. The current data and 10-year trend show that the most recent summer average Secchi disc transparencies are consistently meeting the MPCA standard, with a significantly improving trend in the past 10 years. The average Secchi disc transparency in Sweeney Lake has improved from 1.46 meters (thru 2006) to an average of 1.61 meters during the past ten years.



Because the most recent 10 years of total phosphorus concentrations and the Secchi disc transparency data in Sweeney Lake both meet the State standard, the lake will be delisted by MPCA during in 2024.

To: Bassett Creek Watershed Management Commission
From: Barr Engineering Co.
Subject: Item 5A – Carp Assessment and Post-Alum Treatment Monitoring Results for Schaper Pond and Sweeney Lake
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Recommendation for 2024 Carp Reassessment and Box Netting (Contingent)

We recommend that the Commission budget \$60,000 (\$10,000 for carp population reassessment and \$50,000 for box netting) from the remaining Schaper Pond Diversion Project CIP funds in 2024 for follow-up carp assessment in Schaper Pond and Sweeney Lake. If preliminary results of the carp surveys show high populations of carp (i.e., above the critical threshold of 100 kg/ha) in May and June, the Commission Engineer will contract and coordinate with Carp Solutions to perform carp removal with box nets as described below:

Carp Solutions will conduct carp removal with baited box nets, which assumes installation of at least three nets in near-shore areas throughout Sweeney Lake and two nets installed in Schaper Pond. The nets will be installed in July. Following box net installation, the nets will be baited for approximately seven days. The carp will be captured, euthanized, and removed. Captured fish will be examined for fin clips to estimate percent of population removed. The carp removal process will occur twice, with a break of several weeks between each round. Baiting will cease during the break and carp removal activities will be conducted in July and September.



Item 5Bii.
BCWMC 1-19-23
Full document online

MEMORANDUM

DATE: November 15, 2022
 TO: Watershed District and Watershed Management Organization Administrators
 FROM: Jan Voit, Interim Executive Director
 CC: MAWD Board of Directors
 Angie Obremski, MAWD Accountant
 RE: **2023 ANNUAL MEMBERSHIP DUES**

President
 Linda Vavra (Region 1)
 Bois de Sioux WD
lvavra@fedtel.net
 320-760-1774 | Term 2023

Secretary
 Ruth Schaefer (Region 2)
 Middle Fork Crow River WD
ruths56288@gmail.com
 320-212-5973 | Term 2022

Treasurer
 Jackie Anderson (Region 3)
 Comfort Lake – Forest Lake WD
mawdjapa@gmail.com
 612-819-6906 | Term 2024

Directors
 Peter Fjestad (Region 1)
 Buffalo Red River WD
pfjestad@prtcl.com
 218-731-4630 | Term 2022

Gene Tiedemann (Region 1)
 Red Lake WD
gtiedemann@rrv.net
 218-289-3511 | Term 2024

Jeff Gertgen (Region 2)
 Middle Fork Crow River WD
jlgliason@gmail.com
 608-370-3934 | Term 2023
 Appointed until Dec 2022

Wanda Holker (Region 2)
 Upper Minnesota WD
ewholker@fedtel.net
 320-760-6093 | Term 2024
 Appointed until Dec 2022

Mary Texer (Region 3)
 Capitol Region WD
metexer@gmail.com
 651-224-2919 | Term 2023

David Ziegler (Region 3)
 Riley-Purgatory-Bluff Creek WD
david_ziegler@outlook.com
 952-905-1889 | Term 2022
 Appointed until Dec 2022

Jan Voit
 Interim Executive Director
admin@mnwatershed.org
 507-822-0921

As a non-profit organization that serves local governments that focus on water management on watershed boundaries, MAWD is a membership-driven organization. Member services include regular communication to provide information on changes to legislation and information regarding government regulations and laws. We provide education and training opportunities at workshops, a summer tour, and an annual conference and trade show, as well as lobbying to influence political decisions on behalf of our members.

Please find attached the 2023 Membership Dues Spreadsheet that shows the amounts due from each watershed district or watershed management organization to be members in 2023 year. **The dues formula remains the same as in 2022, but the caps have changed.** Our bylaws state that the dues payable date is January 31 of each year.

2023 MEMBERSHIP DUES

Dues Calculation = Estimated Market Value (EMV) x 0.00048 x 0.005, not to exceed cap

103D rural member without additional tax revenue options	Cap = \$5,000
103D rural member with additional tax revenue options	Cap = \$7,500
103B metro WD member (EMV ≤ \$10B)	Cap = \$7,500
103B metro WD member (EMV ≥ \$10B)	Cap = \$12,500

As a result of this change, some metro watershed districts will see an increase in their dues and some rural watershed districts will see a decrease in dues. As always, dues fluctuate as your EMV fluctuates.

The MAWD Board voted to freeze WMO dues for 2023 at the 2022 level. The Board will further examine the WMO dues in the future.

Please submit payment by **January 31, 2023** to:

MN Association of Watershed Districts
c/o Obremski Ltd.
1005 Mainstreet
Hopkins, MN 55343

PLEASE NOTE THIS IS NOT THE MAWD OFFICE.
PLEASE SEND DIRECTLY TO MAWD'S ACCOUNTANT.

We cannot be successful without our members. We greatly appreciate your support. If you have questions or concerns, please don't hesitate to contact me. **We are stronger TOGETHER! This is YOUR organization and I work for YOU!** I can be reached at 507-822-0921 or admin@mnwatershed.org.

Enclosures: 2023 MAWD Membership Dues Spreadsheet; BWSR Memo dated June 30, 2022 re: 2022 Estimated Market Values; Member Services; 2023 Strategic Plan Goals and Objective; and WD-WMO map

2023 MAWD Membership Dues - Watershed Districts

WATERSHED DISTRICT	2022 Estimated Market Values (EMV)	.048% EMV	x 0.005	2022 MAWD Dues	2023 MAWD Dues
LOWER MINNESOTA RIVER	12,391,396,500	5,947,870	29,739	7,500	12,500
SOUTH WASHINGTON	15,504,858,600	7,442,332	37,212	7,500	12,500
RILEY-PURGATORY-BLUFF CREEK	16,945,426,600	8,133,805	40,669	7,500	12,500
COON CREEK	19,485,735,600	9,353,153	46,766	7,500	12,500
RAMSEY-WASHINGTON METRO	19,793,800,800	9,501,024	47,505	7,500	12,500
NINE MILE CREEK	23,565,087,200	11,311,242	56,556	7,500	12,500
CAPITOL REGION	26,471,138,600	12,706,147	63,531	7,500	12,500
RICE CREEK	27,228,152,900	13,069,513	65,348	7,500	12,500
MINNEHAHA CREEK	62,893,144,900	30,188,710	150,944	7,500	12,500
CARNELIAN MARINE ST. CROIX	1,964,538,200	942,978	4,715	4,621	4,715
BROWN'S CREEK	2,274,652,800	1,091,833	5,459	5,130	5,459
COMFORT LAKE - FOREST LAKE	2,406,482,200	1,155,111	5,776	5,506	5,776
PRIOR LAKE-SPRING LAKE	5,097,661,100	2,446,877	12,234	7,500	7,500
VALLEY BRANCH	5,763,753,200	2,766,602	13,833	7,500	7,500
JOE RIVER	240,778,900	115,574	578	563	578
ROSEAU RIVER	820,826,300	393,997	1,970	1,945	1,970
THE TWO RIVERS	1,574,610,400	755,813	3,779	3,785	3,779
SHELL ROCK RIVER	2,228,222,000	1,069,547	5,348	5,216	5,348
MIDDLE SNAKE TAMARAC RIVERS	2,718,434,800	1,304,849	6,524	6,492	6,524
RED LAKE	8,798,392,000	4,223,228	21,116	7,500	7,500
BUFFALO-RED RIVER	9,451,561,500	4,536,750	22,684	7,500	7,500
SAUK RIVER	9,885,010,200	4,744,805	23,724	7,500	7,500
WILD RICE	3,940,718,900	1,891,545	9,458	7,500	7,500
BOIS DE SIOUX	4,450,140,100	2,136,067	10,680	7,500	7,500
BEAR VALLEY	231,310,700	111,029	555	540	555
CROOKED CREEK	405,961,900	194,862	974	975	974
BELLE CREEK	428,426,200	205,645	1,028	1,018	1,028
WARROAD	439,782,300	211,096	1,055	1,027	1,055
STOCKTON-ROLLINGSTONE WS	571,324,900	274,236	1,371	1,319	1,371
CORMORANT LAKES	685,904,600	329,234	1,646	1,516	1,646
OKABENA-OCHEDA	1,034,278,400	496,454	2,482	2,424	2,482
HIGH ISLAND	1,228,087,900	589,482	2,947	2,906	2,947
SAND HILL RIVER	1,244,986,200	597,593	2,988	2,907	2,988
TURTLE CREEK	1,353,930,900	649,887	3,249	3,109	3,249
UPPER MINNESOTA RIVER	1,451,984,700	696,953	3,485	3,422	3,485
NORTH FORK CROW RIVER	1,602,276,400	769,093	3,845	3,713	3,845
KANARANZI-LITTLE ROCK	1,792,559,900	860,429	4,302	4,248	4,302
CLEARWATER RIVER	1,913,231,000	918,351	4,592	4,351	4,592
MIDDLE FORK CROW RIVER	2,023,156,000	971,115	4,856	4,605	4,856
BUFFALO CREEK	2,498,874,700	1,199,460	5,997	5,867	5,000
HERON LAKE	2,504,746,600	1,202,278	6,011	5,988	5,000
PELICAN RIVER	2,555,454,100	1,226,618	6,133	5,845	5,000
YELLOW MEDICINE RIVER	2,557,913,600	1,227,799	6,139	5,946	5,000
LAC QUI PARLE-YELLOW BANK	3,090,449,300	1,483,416	7,417	6,762	5,000
CEDAR RIVER	3,306,836,500	1,587,282	7,936	7,500	5,000
Watershed Management Organizations (WMOs)					
Bassett Creek WMC - 4th year	14,681,551,100	7,047,145	35,236	7,500	7,500
Mississippi WMO - 4th year	35,435,169,900	17,008,882	85,044	7,500	7,500
Lower Rum River WMO - 3rd year	3,408,635,200	1,636,145	8,181	3,750	3,750
Vadnais Lakes Area Lakes WMO - 4th year	4,875,538,300	2,340,258	11,701	7,500	7,500
New MWO members - 1st year				500	500
TOTALS	91,322,371,300	43,834,738	219,174	255,996	295,276

Notes:

Dues Calculation = Estimated Market Values x 0.00048 x 0.005, not to exceed cap

103B metro WD member (EMV≥\$10B): Cap = \$12,500

103B metro WD member (EMV<\$10B): Cap = \$7,500

103D rural member with additional tax revenue options: Cap = \$7,500

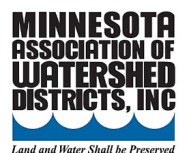
103D rural member without additional tax revenue options: Cap = \$5,000

WMO dues remain unchanged from the 2022 rate

Source of 2022 WD Estimated Market Values: See included BWSR Memorandum, June 30, 2022

Source of 2022 WMO Estimated Market Values - same values used for 2021 dues calculation

For more information, contact Jan Voit at 507-822-0921 or admin@mnwatershed.org





Item 5Biii.
BCWMC
1-19-23

2023 Minnesota Watersheds Legislative Event

A briefing and reception for members will be held on February 15 at the Capitol Ridge Hotel and breakfast will be available on February 16th at Peddler's Pub in the hotel.

Registration is \$100 (increases to \$150 after Feb 9th)

Tentative Schedule of Events:

Wednesday, February 15

Location: Radisson Hotel - Capitol Ridge, St. Paul - 161 St Anthony Ave, St Paul, MN

8:00 A.M. – 12:00 P.M. - Minnesota Association of Watershed Administrators Meeting

1:00 P.M. – 3:00 P.M. - MAWD Board of Directors Meeting

4:00 P.M. – 6:00 P.M. - Legislative Briefing

6:00 P.M. – 8:00 P.M. - Member Networking Event with Legislators. We encourage all regional caucuses to meet during this time.

Thursday, February 16

7:00 A.M. – 8:30 A.M. - Breakfast at the Best Western Plus Capitol Ridge Hotel with Members and Legislators

8:30 A.M. – 4:00 P.M. - Meet with Legislators (*Please schedule your own meetings.)

Register at <https://www.eventbrite.com/e/2023-mawd-legislative-event-tickets-483262780987>



Bassett Creek Watershed Management

MEMO

To: BCWMC Commissioners and Alternate Commissioners
From: Laura Jester, Administrator
Date: January 11, 2022

RE: Choosing a Watershed Plan Public Kick Off Meeting Format

On the afternoon and/or evening of Tuesday, February 28th the BCWMC will host a public kick-off meeting for the 2025 Watershed Management Plan. Per Minnesota Rules 8410.0045 Subp. 5, the BCWMC must publicly notice and host an "initial planning meeting presided over by the organization's governing body to receive, review, and discuss input" on the 2025 Plan.

The meeting should include a review of the BCWMC and its work, the watershed planning process, and the input received to date (including input from review agencies, cities, commissioners, and the public through the online survey). The meeting should offer an opportunity for members of the public to discuss their concerns and learn more about water-related issues.

The meeting will be heavily marketed; commissioners and TAC members are strongly encouraged to attend. In fact, we need a quorum of commissioners present to officially "preside over" the meeting.

Groups to be invited include:

- General public (including those who left an email address in the online survey)
- Lake association groups and CAMP volunteers
- Friends of Bassett Creek
- City council members, city commission members, and city staff
- Minneapolis neighborhood associations
- Hennepin County Commissioner Fernando and county staff
- Agency staff (BWSR, MPCA, Met Council, MDNR, MDH, MDA, MNDOT)
- Partners/stakeholders like TRPD and MPRB

The Commission should decide between one of two different meeting formats for this public meeting. For now, I reserved the large meeting room and a smaller conference room at the library in Golden Valley.

1. Open House Format – staff recommended format

Attendees come and go on their own schedule between 3:30 – 7:30 p.m.

Allows flexibility and reaches more audiences with varying availability over the course of the afternoon/evening

Childcare and refreshments would be offered

Open house format includes large boards around half the room with the information typically conveyed in a presentation:

- What is the BCWMC, what do we do, and how do we operate
- What is the purpose of a 10-year plan and what is the planning process
- What input have we gathered so far – from whom, what were key messages

We could have a computer screen with scrolling photos of BCWMC projects, lakes, and streams – labeled if possible. (This would just be used to specifically highlight BCWMC work. We could also have a laptop open to the BCWMC website to view water quality graphs or specific CIP projects.)

We would have several “feedback” tables around the other half of the room, each with a sign indicating a topic and each with a commissioner(s) or staff there to talk with individuals about the topic and gather their input. These spaces would provide opportunities for folks to both learn more about issues and record their input and insights on maps, index cards, or large easel paper. As content is added to the maps, cards, or easels, participants at each table could be asked to consider ranking or prioritizing the importance of each issue or commenting on previously recorded priority levels.

Feedback table topics could include: surface water quality and pollution, equity and inclusion, flooding, climate resiliency, aquatic life and habitats, education and public involvement, regulatory role, other (e.g., groundwater).

2. Presentation and Small Group Discussion Format

Attendees are expected to arrive and leave at the same time

Meeting length would be 2 hours; would need to determine ideal meeting time to capture most participants

Childcare and refreshments would be offered.

Could consider offering dinner if timed over the dinner hour. This is logistically difficult but it may entice participation.

A presentation is given by a commissioner(s) and/or staff with information on:

- What is the BCWMC, what do we do, and how do we operate
- What is the purpose of a 10-year plan and what is the planning process
- What input have we gathered so far – from whom, what were key messages

A question-and-answer period is offered after the presentation along with an opportunity for commissioners to provide the public with more information on board and Commission priorities.

Participants would be asked to break into small groups. Groups could be based on specific topics (similar to the “feedback tables” above). Small group discussions would be facilitated by commissioners and staff. Key messages would be recorded in writing by an appointed note-taker.

In order to allow participants to comment on more than one topic, participants would rotate to another group/topic to interact with different people and provide feedback on different issues.

Small groups would be asked to report out to the full group. Before they leave, participants could be asked to prioritize the issues using dots on a board or easel.



Bassett Creek Watershed Management Commission

MEMO

To: BCWMC Commissioners and Alternate Commissioners
From: Laura Jester, Administrator and Commission Engineers
Date: January 9, 2023

RE: Standards and Requirements for Linear Standards – Considerations for 2025 Watershed Plan

As part of the work to address complex issues leading into development of the 2025 Watershed Management Plan, we have been reviewing current BCWMC standards for linear projects and developing options for possible adjustments to the standards. (The scope and budget for the overall “Phase 2” of the Watershed Plan development process is found here:

https://www.bassettcreekwmo.org/application/files/8716/6265/7633/Item_5A_WMP_Phase_2_Scoping_v3_09072022.pdf.)

Linear projects are those that involve a road, trail, rail, other transportation route, or utility and are treated differently from typical developments that encompass a property area such as a lot, building, residence, etc. Originally, the 2015 Bassett Creek Watershed Plan used the Minimal Impact Design Standard (MIDS) triggers and requirements for linear projects.

2015 BCWMC Linear Standards

- Trigger treatment at 1 acre of new/fully reconstructed impervious.
- Capture & retain the larger of 1.1 inches off the net increase in impervious – or – 0.55 inches off the new/fully reconstructed impervious.
- Follow flexible treatment options (FTOs) if volume reduction is not feasible or not allowed.

In 2017, the BCWMC requirements were revised due to significant difficulty and expense in meeting the original requirements within the limited confines of most linear project sites.

2017 (current) BCWMC Linear Standards

- Trigger treatment at 1 acre of net new impervious.
- Capture & retain 1.1 inches off the net new impervious area.
- Follow flexible treatment options (FTOs) if volume reduction is not feasible or not allowed.

FTO1 – Achieve 0.55” volume reduction and remove 75% annual TP load
FTO2 – Achieve volume reduction to max extent practicable and remove 60% annual TP load
FTO3 – Off-site mitigation (including banking or cash or treatment on another project) equivalent to the volume reduction performance goal

In the years since 2017, the Commission has twice reviewed a comparison between outcomes of the 2015 standards vs. the 2017 standards for linear projects and an analysis of how much pollution might have been

prevented if the 2015 standards had stayed in place. Those comparisons were often difficult to fully analyze because complete stormwater management/pollution abatement information was not furnished by applicants (because it was not required to be submitted with project plans).

It seems clear, however, that current BCWMC linear standards may not be sufficient to realize the potential pollutant removal that may be gained through these projects.

MPCA Standards

To further complicate things: the latest MS4 permit, which cities must follow, includes new requirements for linear projects.

Section 20.5 of the MS4 permit requires water quality treatment on any linear project “where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres.”

Section 20.7 of the MS4 permit states (emphasis added in underlined italics to note vague language):

For linear projects, the water quality volume must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surface. Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made. Volume reduction practices must be considered first, as described in item 20.8. Volume reduction practices are not required if the practices cannot be provided cost effectively. If additional right-of-way, easements, or other permission cannot be obtained, owners of construction activity must maximize the treatment of the water quality volume prior to discharge from the MS4. [Minn. R. 7090]

TAC Input

At their meeting in December, the TAC reviewed comparison data again and were asked to consider different options for refining linear standards including:

- Revise requirements for linear projects to match the MS4 permit and consider developing and adopting criteria, thresholds, or definitions for “reasonable attempt” and “cost effective” to better define vague language in the MS4 permit.
- Revise the BCWMC FTO flowchart to include an FTO #4 option for achieving a “maximum” treatment (on- or off-site) between no treatment and treatment levels established in FTOs #2 and #3.

TAC members discussed these ideas and had several comments:

Regarding the new MS4 permit:

1. There was consensus that the current MS4 permit language strikes a good balance between requiring water quality treatment and allowing flexibility.
2. Cities requested (through the Minnesota Cities Stormwater Coalition) to keep some of the terminology in the new permit vague to allow for flexibility.
3. Cities were generally opposed to specific and quantifiable criteria or thresholds, noting the possibility of significant constraints placed on necessary projects.
4. It was noted that “cost effective” and “reasonable” mean different things to different cities.

5. It was noted that cities need to document compliance with the MS4 permit. Simple tools (e.g., a checklist) would be helpful for the cities to clearly and consistently relay the steps taken to reduce water quality impacts.
6. It was noted that some entities are already working on definitions for the vague terms within the permit, including the MN Cities Stormwater Coalition.
7. It was noted that the MS4 language requires a “reasonable attempt to....maximize the treatment of the water quality volume...” and “volume reduction practices are not required if the volume control practices cannot be provided cost-effectively”. Although vague, this language implies that some kind of cost analysis is required.
8. It was noted that a checklist, definitions, forms, worksheets, and other tools to provide guidance and consistent implementation and documentation among city projects may be advantageous. The group made a comparison to a street sweeping program checklist and documentation guidance that all cities use. The linear standards guidance could use that model.
9. It was noted that the receiving water should be considered for each project.
10. It was noted that if there are no criteria or definitions, regulators and others could continuously argue about what is considered “reasonable.”

Commission Engineers Recommendations

1. Revise the BCWMC’s linear project triggers and treatment requirements to match the MPCA’s 2020 MS4 permit.
2. Consider requiring a minimum amount of treatment if it is not “reasonable” or “cost-effective” to provide the full level of treatment required in the MS4 permit. The minimum amount of treatment would be determined later in the planning process.
3. Develop tools such as checklists, worksheets, or forms for the cities (and other applicants) to provide guidance for consistent implementation and documentation.



Bassett Creek Watershed Management Commission

MEMO

To: BCWMC Commissioners and Alternate Commissioners
From: Laura Jester, Administrator
Date: January 12, 2023

Recommendation: Waive the Conflict of Interest for the Commission Engineer to Review Minnetonka's Water Resources Management Plan Amendment

Over the past few years the City of Minnetonka has been refining and updating its hydrologic and hydraulic models for the watersheds in the city, including within the BCWMC. The city intends to amend its local Water Resources Management Plan (WRMP) to incorporate the updated flood elevations that resulted from the modeling effort. The city also plans to update its stormwater management requirement guidance flowcharts for each watershed.

Barr Engineering staff performed this recent modeling work on behalf of the City and was asked to assist with preparing the WRMP amendment that will include limited updates to the text and figures.

BCWMC policies state that amendments to member city's local water plans must be submitted to the BCWMC for review and approval before adoption by the city. While I can perform an initial review of the amended plan, it is likely I will need some assistance reviewing technical aspects of the amendment. Requesting assistance from the Commission Engineer would create a conflict of interest since Barr staff that supports BCWMC would be asked to review a document that their colleague(s) at Barr prepared.

The BCWMC policy pertaining to engineering conflicts of interest states that a Commission waiver is required to be considered for:

- Projects that require Commission review and approval (such as local water plans)
 - a. In these scenarios, the Commission will determine whether to:
 - a. waive the conflict
 - b. waive the conflict and contract with an outside firm for review or other remedies deemed appropriate
 - c. decline to waive the conflict

I recommend the Commission waive the Commission Engineer's conflict for these reasons:

- I can review all but some of the technical aspects of the amended plan. The amount of engineering review necessary is limited which may make it difficult to contract separately with a third party.
- Commission Engineer Chandler is not the actual author of the amended plan and I believe there is enough separation between Barr Engineering staff in this matter.
- I believe Commission Engineer Chandler will review and provide comments that are in the best interest of the BCWMC.



Bassett Creek Watershed Management Commission MEMO

Date: January 11, 2023
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 2021): 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: 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 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 recognize and assign roles and responsibilities for implementation more formally. 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 were held in the park in 2021 to gather input on park concepts. Project partners met regularly throughout design 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 by the Commission at the January 2022 meeting; 90% design plans were approved at the March 2022 meeting along with an agreement with MPRB and Minneapolis for construction. The agreement was approved by all three bodies. Commission Engineers finalized designs and assisted with bidding documents. Bids were returned in early August. At the meeting in August, the Commission approved moving forward with project construction (through MPRB), and approved a construction budget (higher than previously budgeted) and an amended engineering services budget. MPRB awarded the construction contract. In late November the contractor began the initial earthwork and started on portions of the stormwater pond excavations. By late December the 1st phase of construction was complete with the ponds formed and constructed (see photo). Project website: <http://www.bassettcreekwmo.org/projects/all-projects/bryn-mawr-meadows-water-quality-improvement-project>



2020 Jevne Park Stormwater Improvement Project (ML-21) Medicine Lake (No change since April): 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. At the March meeting, the Commission directed the Commission Engineer to prepare a scope and budget for the alternatives analysis which were presented and discussed at the April meeting. No action was taken at that meeting to move forward with alternatives analysis. Project webpage: <http://www.bassettcreekwmo.org/index.php?CID=467>.

2014 Schaper Pond Diversion Project and Carp Management, Golden Valley (SL-3) (See Item 5A): 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 (\$8,000) and directed staff to discuss use of stocking panfish to predate carp eggs. Commission Engineers will survey the carp in 2022. At the April meeting, the Commission approved panfish stocking in Schaper Pond along with a scope and budget for carp removals to be implemented later in 2022 if needed. Commission staff informed lake association and city about summer activities and plans for a fall alum treatment. Approximately 1,000 bluegills were released into Schaper Pond in late May. Carp population assessments by electroshocking in Sweeney Lake and Schaper Pond were completed last summer. A report on the carp assessment is found in Item 5A and will be presented at this meeting. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=277>.

Sweeney Lake Water Quality Improvement Project, Golden Valley (SL-8) (See Item 5A): 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. This year, the Commission is continuing carp population assessments and performing an alum treatment this fall. At the September meeting the Commission awarded a contract for the alum treatment. The treatment was completed the week of October 16th. Post treatment water quality results are found in Item 5A and will be presented at this meeting. 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): 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. The city recently demolished the mall building and removed much of the parking lot. At the December meeting the Commission approved the 90% design plans and a concept for the city to build the CIP project ahead of development and allow the future developer to take credit for the total phosphorus removal over and above 100 pounds. Negotiations on an agreement between the city and BCWMC are on-going. Project webpage: <http://www.bassettcreekwmo.org/index.php?CID=282>.

2021 Parkers Lake Drainage Improvement Project (PL-7) (No change since July): 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. Construction is complete and vegetation is currently being established. www.bassettcreekwmo.org/projects/all-projects/parkers-lake-drainage-improvement-project

2021 Parkers Lake Chloride Reduction Project (PL-7) (No change since October): 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 were held last fall and winter to develop recommendations on BMPs. A technical findings report was presented at the July 2022 meeting. At the September meeting, the Commission approved a scope and budget for a study of the feasibility of in-lake chloride reduction activities. That study is now underway by the Commission Engineer. Additionally, the city is sampling the stormwater pond at their maintenance facility. Project website: www.bassettcreekwmo.org/projects/all-projects/parkers-lake-drainage-improvement-project

2021 Mt. Olivet Stream Restoration Project (ML-20) (No change since July): 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. Construction is complete and vegetation is currently being established. www.bassettcreekwmo.org/projects/all-projects/mt-olivet-stream-restoration-project

2021 Main Stem Lagoon Dredging Project (BC-7): 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 reviewed a request from a resident to add "safety" benches to the ponds, reviewed reference materials and discussed in detail with MPRB. Determined safety benches aren't appropriate or needed for this project and responded to the resident. 90% plans were approved at the June meeting. A project flyer and FAQs page were developed in conjunction with MPRB staff. They are posted on the webpage and were distributed to MPRB and Loppet staff at the Chalet and Trailhead. At the October meeting the Commission awarded the construction contract to the lowest responsive, responsible bidder: Fitzgerald Excavating and Trucking and contract documentation was completed thereafter. A pre-construction meeting was held November 28th. Tree removal and pond access route establishment was conducted earlier this month. Dredging should start this week. 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. 50% design plans were approved in February. A public open house on the project was held March 3rd at Brookview. A grant work plan was developed in March and a grant agreement was approved at the March meeting. 90% plans were approved at the May meeting and final plans and bid documents were developed by the city's consultation (Barr Engineering). Construction began in November. The significant amount of snow over the last few weeks slowed construction progress but the contractor plans to complete winter construction this week. The Contractor will continue excavating and hauling soil from the North Pond and stabilizing the exposed slopes. Restoration plans are currently being finalized and the city hopes to bid restoration work early next year. 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 Nov): 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. A public open house was held September 29th. 90% were approved at the October Commission meeting. The city is handling construction with construction expected to start this spring. Project webpage: www.bassettcreekwmo.org/projects/all-projects/sea-school-wildwood-park-flood-reduction-project.

2024 CIP Projects: Feasibility Studies Underway for

[Bassett Creek Restoration Project: Regent Ave. to Golden Valley Rd. \(2024 CR-M\)](#)

[Ponderosa Woods Stream Restoration Project, Plymouth \(ML-22\)](#)

Administrator Report December 8, 2022 – January 10, 2023

Subject	Work Progress
CIP	<ul style="list-style-type: none"> • <u>Four Seasons Water Quality Improvement Project</u>: Discussed Plymouth request with city staff, Commission Engineer and Commission Attorney, reviewed presentation for Commission meeting • <u>Main Stem Lagoon Dredging Project</u>: Reviewed information related to project progress; arranged for signature on Dem-Con document for sediment disposal • <u>Main Stem Restoration Project Regent Ave to Golden Valley Road Project</u>: Reviewed storymap for public outreach; gave CCX interview • <u>Ponderosa Woods Stream Restoration Project</u>: Participated in Technical Stakeholder meeting, reviewed and distributed meeting notes
Henn Co. Chloride Initiative	<ul style="list-style-type: none"> • Participated in small group meeting to determine next steps and plan for Train the Trainer event • Reviewed and provided suggested revisions to webpage and various documents • Developed invitation and flyer for Low Salt, No Salt Minnesota outreach program Train the Trainer event; disseminated invitation to HCCI members and BCWMC TAC members • Met with Minneapolis Green Corp members and MPCA staff to Low Salt, No Salt Minnesota outreach program
Education & West Metro Water Alliance	<ul style="list-style-type: none"> • Continued to coordinate with WMWA and Hennepin County staff on shared educator position • Participated in WMWA meeting • Updated education webpages and requested updates to WMWA website • Gave on-site interview with local access CCX news re: deicing and 2024 Bassett Creek Restoration Project
Administration	<ul style="list-style-type: none"> • Developed agenda; reviewed invoices and submitted expenses spreadsheet to Redpath; developed Administrator’s report; reviewed bank statements, investment statements and financial report; 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; ordered catering for January Commission meeting; • Prepared for and attended Met Council Water Policy Workgroup Meeting • Spoke with Hennepin County staff and Commissioner Fernando’s staff re: Bassett Creek Valley next steps, arranged meeting to determine roles for convening multi-jurisdictional partnership • Developed agenda for January 4th TAC meeting (cancelled due to weather) • Drafted December Commission meeting minutes • Participated in DEI workgroup meeting

	<ul style="list-style-type: none"> • Sent updated watershed boundary to SCWMC (as exhibit for previously approved resolution and concurrence letter) • Received letters of interest proposals from legal and engineering firms • Updated “For Developers” webpage with revised Requirements Document • Reviewed and corresponded with Attorney Anderson and contractors for Redpath and HDR 2023 contracts • Arranged and participated in meeting to determine roles and tasks for 2022 financial audit • Developed and sent 2023 city assessment invoices to all member cities • Worked on file and photo management • Reviewed previous correspondence and discussed next steps re: Bassett Creek Tunnel agreements with Minneapolis; set meeting with Commission Engineer, Attorney, and city staff • Responded to request from NRRC re: water reuse information; asked TAC members for input and relayed back to NRRC staff
MAWD	<ul style="list-style-type: none"> • Discussed Metro MAWD coordination tasks and timelines with M. Doneux and T. Carstens •
Grant Work	<ul style="list-style-type: none"> • Reviewed/ranked proposed replacement projects for WBIF funds and participated in meeting with West Mississippi partners • Reviewed and submitted reports for Phase I and Phase II Lawns to Legumes Grant in eLINK (program implemented through Metro Blooms)
2025 Watershed Management Plan	<ul style="list-style-type: none"> • Drafted memo on linear project standards for Commission consideration • Finalized policy and participation waiver form with Commission Chair input and Attorney Anderson • Met with Commission Engineers for bi-weekly check in meetings and updated task list • Developed ideas for public meeting format, corresponded with BWSR staff and Commission Engineers; developed memo with options for Commission consideration • Reserved space for public meeting