



# Bassett Creek Watershed Management Commission

Regular Meeting  
Thursday, February 16, 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 – January 19, 2023 Commission Meeting
- B. Acceptance of February 2023 Financial Report
- C. Approval of Payment of Invoices
  - i. Keystone Waters, LLC – January 2023 Administrative Services
  - ii. Keystone Waters, LLC – January 2023 Meeting Expenses
  - iii. Barr Engineering – January 2023 Engineering Services
  - iv. Kennedy & Graven – December 2022 Legal Services
  - v. Redpath – January 2023 Accounting Services
  - vi. Triple D Espresso – Meeting Catering
  - vii. Stantec – WOMP Services
- D. Approval of Updated Conflict of Interest Policy
- E. Approval of Letter of Engagement from MMKR for 2022 Financial Audit
- F. Approval of Updated Agreement for Legal Services
- G. Approval of Updated Agreement for Engineering Services
- H. Approval to Submit Comments on MPCA Construction Stormwater Permit
- I. Approval to Designate *Finance and Commerce* as the Official News Publication of the BCWMC
- J. Approval of Resolution 23-01 Designating Depositories for BCWMC Funds
- K. Approval of Resolution 23-02 to Transfer Funds from CIP Account to Administrative Account
- L. Approval of Resolution 23-03 Transferring Funds from TMDL Studies, Next Generation Plan Development and Flood Control Project Long Term Accounts to Administrative Fund
- M. Approval of Resolution 23-04 to Transfer Funds from Administrative Account to Channel Maintenance Fund and Long-Term Maintenance Fund
- N. Approval to Adopt Data Practices Policy

### 5. ORGANIZATIONAL MEETING (30 minutes)

- A. Elect Officers
- B. Review Roles and Responsibilities Document and Bylaws
- C. Discuss Commissioner Appointments and Attendance Expectations

- D. Review 2023 Commission Calendar and Areas of Work
- E. Appoint Committee Members
  - i. Administrative Services Committee
  - ii. Budget Committee
  - iii. Education Committee
  - iv. Plan Steering Committee
  - v. Technical Advisory Committee Liaison
- F. Review Open Meeting Law
- G. Review Year End Financial Report (Feb 1, 2022 - Jan 31, 2023)

**BREAK** - Chair's Discretion

## 6. BUSINESS

- A. Receive Update and Consider Approving Payment Request for Lagoon Dredging Project (10 min)
- B. Consider Providing Direction to Staff on Linear Projects Standards in 2025 Watershed Management Plan (40 min)
- C. Update on Planning for February 28<sup>th</sup> Public Open House (15 min)

## 7. COMMUNICATIONS (10 minutes)

- A. Administrator's Report
  - i. Clarification on Interim Administrator Role
- B. Chair
- C. Commissioners
- D. TAC Members
- E. Committees
- F. Legal Counsel
- G. Engineer
  - i. Update on Bryn Mawr Construction

## 8. INFORMATION ONLY (Information online only)

- A. BCWMC Administrative Calendar
- B. CIP Project Updates [www.bassettcreekwmo.org/projects](http://www.bassettcreekwmo.org/projects)
- C. Grant Tracking Summary and Spreadsheet
- D. WCA Notice of Application, Crystal
- E. [Star Tribune Article: Low Salt No Salt Minnesota Campaign](#)
- F. [CCX News Story: Low Salt No Salt Minnesota Campaign](#)
- G. Correspondence on Proposed Golden Valley Land Use Amendment
- H. Loppet Sustainability Fair

## 9. ADJOURNMENT

### Upcoming Meetings & Events

- [BCWMC Watershed Plan Public Open House](#): Tuesday February 28<sup>th</sup> 4:00 – 7:00 p.m., GV Library
- [Bassett Creek Restoration Project Public Open House](#): Wed March 1<sup>st</sup>; 5:30 – 7:00 p.m., Brookview
- [BCWMC Regular Meeting](#): Thursday March 16<sup>th</sup>, 8:30 a.m., Golden Valley City Hall
- [Metro Watersheds Meeting](#): Tuesday April 18<sup>th</sup>, 7:00 – 9:00 p.m., Capitol Region Watershed District



# Bassett Creek Watershed Management Commission

## AGENDA MEMO

Date: February 9, 2023

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: **Background Information for 2/16/23 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 – January 19, 2023 Commission Meeting- ACTION ITEM with attachment**
  - B. **Acceptance of February 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 – January 2023 Administrative Services
    - ii. Keystone Waters, LLC – January 2023 Meeting Expenses
    - iii. Barr Engineering – January 2023 Engineering Services
    - iv. Kennedy & Graven – December 2022 Legal Services
    - v. Redpath – January 2023 Accounting Services
    - vi. Triple D Espresso – Meeting Catering
    - vii. Stantec – WOMP Services
  - D. **Approval of Updated Conflict of Interest Policy – ACTION ITEM with attachment – At the January meeting, it was apparent the BCWMC’s Conflict of Interest policy needed one revision to add clarity. The revision is shown in red here and was reviewed by the Commission Attorney. Staff recommends approval.**
  - E. **Approval of Letter of Engagement from MMKR for 2022 Financial Audit - ACTION ITEM with attachment – Staff recommends approving the proposal from MMKR to perform the FY2022 financial audit. Golden Valley staff, Redpath staff and I will assist with providing auditors with necessary information. The audit is expected to cost \$12,800 which is about 10% more than last year’s audit but still within the Commission’s annual budget.**
  - F. **Approval of Updated Agreement for Legal Services - ACTION ITEM with attachment – At the January meeting, the Commission approved the reauthorization of the contract with Kennedy & Graven. The current agreement expires at the end of April 2023. The provisions of the attached agreement are unchanged from the current agreement aside from the hourly rate and the term of the agreement. Staff recommends approval.**
  - G. **Approval of Updated Agreement for Engineering Services - ACTION ITEM with attachment – At the January meeting, the Commission approved the reauthorization of the contract with Barr Engineering. The current agreement expires at the end of April 2023. The provisions of the attached agreement are unchanged from the current agreement aside from the fee schedule and the term of the agreement. Staff recommends approval.**

- H. Approval to Submit Comments on MPCA Construction Stormwater Permit - **ACTION ITEM with attachment** – *At the January meeting, the Commission Engineer was requested to review the draft MPCA Construction Stormwater Permit and bring recommended comments to this meeting. Staff recommends the attached comments be submitted to the MPCA and recommends subsequent updates to the BWCMC Requirements Document once the permit language is finalized.*
- I. Approval to Designate Finance and Commerce as the Official News Publication of the BCWMC – **ACTION ITEM no attachment** – *Staff recommends continuing to designate Finance and Commerce as the only BCWMC official publication as it covers the entire watershed, and to continue the practice of sending notices to local news outlets (such as the Sun Post) and neighborhood newsletters when appropriate.*
- J. Approval of Resolution 23-01 Designating Depositories for BCWMC Funds - **ACTION ITEM with attachment** – *The Commission annually designates official depositories for its funds. Staff (including Deputy Treasurer Sue Virnig) recommends approval of the attached resolution.*
- K. Approval of Resolution 23-02 to Transfer Funds from CIP Account to Administrative Account - **ACTION ITEM with attachment** – *Per its fiscal policies, each year the Commission transfers up to 2.5% of the taxes levied for CIP projects to the Commission’s administrative account (annual operating funds) to offset the administrative costs of managing the CIP projects. In 2022, the Commission levied \$1,700,000 through Hennepin County. Staff recommends approving the resolution to transfer 2.0% of the levy amount or \$34,000 from the CIP account to the administrative account.*
- L. Approval of Resolution 23-03 Transferring Funds from TMDL Studies, Next Generation Plan Development and Flood Control Project Long Term Accounts to Administrative Fund - **ACTION ITEM with attachment** – *The Commission’s 2022 budget includes reimbursement to the Administrative Fund from the Flood Control Project (FCP) Long Term Maintenance Account for expenses related to this fiscal year’s FCP inspections (\$21,290). Additionally, the 2022 budget includes the transfer of the balance of the long unused TMDL Studies account (\$27,149.85) to help offset city assessments. Finally, the 2022 budget includes the use of \$11,000 from the Next Generation Plan Development long term account to offset Plan development activities this year. Staff recommends approval of the resolution.*
- M. Approval of Resolution 23-04 to Transfer Funds from Administrative Account to Channel Maintenance Fund and Long-Term Maintenance Fund - **ACTION ITEM with attachment** – *Per its fiscal policies, each year the Commission transfers up to \$25,000 from the administrative account into the Channel Maintenance Fund and up to \$25,000 from the administrative account into the Flood Control Project Long Term Maintenance Fund. Staff recommends approval of the attached resolution to transfer the funds accordingly.*
- N. Approval to Adopt Data Practices Policy - **ACTION ITEM with attachment** - *Commission Attorney Anderson recommends annually adopting this policy. There have been no changes to the from the version adopted in May 2020.*

**5. ORGANIZATIONAL MEETING**

- A. Elect Officers – **ACTION ITEM no attachment** - *The Commission should elect a Chair, Vice Chair, Secretary and Treasurer. Officers hold one-year terms and positions can only be held by commissioners. The Secretary and Treasurer can be combined into one position. Current officers are Chair Cesnik, Vice Chair Welch, and Secretary/Treasurer Harwell.*
- B. Review Roles and Responsibilities Document and Bylaws – **DISCUSSION ITEM with attachments** – *The*

annual organizational meeting is a good time to review the roles and responsibilities of commissioners and alternates, staff, and TAC members. A description of roles and responsibilities was developed and adopted in 2013 and is attached here for review. Similarly, the organization's bylaws should be reviewed at this time and are included with meeting materials and always available with policy documents online at: <https://www.bassettcreekwmo.org/document/policy-documents>.

- C. Discuss Commissioner Appointments and Attendance Expectations – **DISCUSSION ITEM no attachment** - At the December meeting, I was asked to include this discussion item on the January or February agenda. Commissioners and city staff can discuss the status of vacant positions which currently include Minnetonka and Robbinsdale alternate and St. Louis Park primary. Meeting attendance expectations could also be discussed. There are no attendance requirements currently set forth in BCWMC policy documents.
  
- D. Review 2023 Commission Calendar and Areas of Work – **DISCUSSION ITEM with attachment** - February 1<sup>st</sup> marks the beginning of the Commission's business and fiscal year. The attached document shows items the Commission considers annually and/or will consider over the next 12 months. The document also lists the various Commission committees, the approximate timing of committee meetings, and work areas for the committees this year. Please mark your calendars with Commission meeting dates.
  
- E. Appoint Committee Members – **ACTION ITEM see Item 5D** - Committees are an important part of the Commission. Commissioners and Alternate Commissioners should consider participating on at least one committee. Committee meetings will be held in person, the timing of which will depend on availability of members. TAC members and other non-commissioners can also sit on Commission committees. See the document in 5D for a description of committees and their work slated for this year. Current committee members are listed here: <http://www.bassettcreekwmo.org/about/our-members>. Please note the Plan Steering Committee currently includes all commissioners but should be refined this year to include those willing and able to meet almost every month starting in June or July to guide the development of goals, strategies, policies, and actions in the 2025 Plan and bring recommendations to the full Commission.
  - i. Administrative Services Committee
  - ii. Budget Committee
  - iii. Education Committee
  - iv. Plan Steering Committee
  - v. Technical Advisory Committee Liaison
  
- F. Review Open Meeting Law – **INFORMATION ITEM with attachment** - The attached document is included to remind Commissioners about key provisions of the open meeting law, ways in which the law can be easily broken, and links to further information. The document was updated last year by Commission Attorney Anderson.
  
- G. Review Year End Financial Report (Feb 1, 2022 - Jan 31, 2023) – **INFORMATION ITEM see ITEM 4B** - The Commission is in good financial standing and ended the year in the black when expenses are adjusted with revenue. Total revenue (which includes investment earnings) and transfers from long term accounts = \$950,500 while expenses total \$847,200. While some expenses were higher than expected for some line items, revenue was also higher than budgeted. I will walk through the year-end report at the meeting.

**Break** - Chair's Discretion

## 6. BUSINESS

- A. Receive Update and Consider Approving Payment Request for Lagoon Dredging Project (10 min) – **ACTION ITEM with attachment** - *As you know, the Lagoon Dredging Project is well underway in Theodore Wirth Regional Park. As a reminder, the Commission is implementing this project and holds the contract with the contractor doing the work. The first pay request from the contractor is attached here along with a project update. Commission Engineers reviewed this pay request and recommend approval of payment.*
- B. Consider Providing Direction to Staff on Linear Projects Standards in 2025 Watershed Management Plan (40 min) – **DISCUSSION ITEM with attachment** – *This item regarding next steps in considering how to handle linear projects in the 2025 Watershed Plan was tabled at the January meeting. You'll note a revised memo from Commission Engineers and me in this month's packet. After discussions with the TAC and TAC Chair, it was apparent that our January memo did not accurately convey our request from the Commission with regards to this item. (We also had more time to brainstorm additional options for consideration!). At this time, staff is seeking guidance from commissioners on which options should be further explored.*
- C. Update on Planning for February 28<sup>th</sup> Public Open House (15 min) – **DISCUSSION ITEM with attachment** – *At this meeting we will refine plans for the public open house and hopefully land on a schedule of commissioner and alternate attendance in order to ensure a quorum.*

## 7. COMMUNICATIONS (10 minutes)

- A. Administrator's Report
  - i. Clarification on Interim Administrator Role
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- F. Legal Counsel
- G. Engineer
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- Metro Watersheds Meeting: Tuesday April 18<sup>th</sup>, 7:00 – 9:00 p.m., Capitol Region Watershed District



## Bassett Creek Watershed Management Commission

### DRAFT Minutes of Regular Meeting

Thursday, January 19, 2023

8:30 a.m.

Golden Valley City Hall, 7800 Golden Valley Road

#### 1. CALL TO ORDER and ROLL CALL

On Thursday, January 19, 2023 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	<i>Absent</i>	<i>Absent</i>
Minneapolis	Michael Welch	Jodi Polzin	<i>Absent</i>
Minnetonka	<i>Absent</i>	<i>Vacant Position</i>	Leslie Yetka
New Hope	Jere Gwin-Lenth	Jen Leonardson	Nick Macklem
Plymouth	Catherine Cesnik	<i>Absent</i>	Ben Scharenbroich
Robbinsdale	Wayne Sicora	<i>Vacant Position</i>	Mike Sorenson
St. Louis Park	<i>Vacant Position</i>	<i>Absent</i>	Erick Francis
<b>Administrator</b>	Laura Jester, Keystone Waters		
<b>Engineers</b>	Karen Chandler and Greg Wilson, Barr Engineering		
<b>Recording Secretary</b>	<i>Absent</i>		
<b>Legal Counsel</b>	Dave Anderson, Kennedy & Graven		
<b>Presenters/ Guests/Public</b>	Jeff Buch, Bob Stamos		

#### 2. PUBLIC FORUM ON NON-AGENDA ITEMS

Jeff Buch with Pave Drain noted he was attending the meeting to learn about cities and watersheds and how his permeable pavement product might help address watershed management goals.

#### 3. APPROVAL OF AGENDA

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

#### 4. CONSENT AGENDA

Items 4A, 4G, and 4Cxi were removed from the consent agenda.

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

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

- Acceptance of January 2023 Financial Report
- Approval of Payment of Invoices
  - Keystone Waters, LLC – December 2022 Administrative Services
  - Keystone Waters, LLC – December 2022 Meeting Expenses
  - Barr Engineering – December 2022 Engineering Services
  - Kennedy & Graven – October 2022 Legal Services
  - Redpath – December 2022 Accounting Services
  - Triple D Espresso – Meeting Catering
  - Stantec – WOMP Services
  - HDR – Website Services
  - Metro Blooms – Lawns to Legumes Grant Projects (2)
  - Metropolitan Council – 2022 CAMP Program Payment
  - Three Rivers Park District – Medicine Lake Boat Launch Inspections
  - CNA Surety – 2023 Bond Insurance
- Approval of Agreement with Redpath & Company for 2023 Financial Services
- Approval of Contract with HDR for 2023 – 2025 Website Hosting and Services
- Approval of Use of West Metro Water Alliance Special Project Funding
- Approval of Comments on Shingle Creek/West Mississippi Watershed Management Plan

#### **4A. Approval of Minutes – December 15, 2022 Commission Meeting**

Alternate Commissioner Hauer requested revisions to the minutes to better characterize her comments during the discussion of Item 5Ai about the Four Seasons Mall Water Quality Project. Administrator Jester showed recommended revisions on the screen.

**MOTION:** Commissioner Welch moved to approve the minutes as amended. Commissioner Jere Gwin-Lenth seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

#### **4Cxi. Approval to Pay Invoice: Friends of Mississippi River – Bassett’s Creek Park Natural Resources Management Plan**

Commissioner Welch asked if the Bassett’s Creek Park Natural Resources Management Plan is complete. Administrator Jester reported she had reviewed a draft version and that it was detailed and ambitious. Commissioner Welch requested a copy of the final plan, when available.

**MOTION:** Commissioner Welch moved to approve payment of the invoice from Friends of the Mississippi River. Commissioner Carlson seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

#### **4G. Approval of 2023 Golden Valley Pavement Management Program**

Commissioner Carlson asked for more detail on the project noting that the city of Medicine Lake would be undertaking a road project and considering installing sidewalks. Commission Engineer Chandler noted that the Golden Valley pavement management project did not trigger the BCWMC’s water quality standards for linear



projects. She reported that the project does provide water quality improvements by reducing impervious surface and adding several best management practices (BMPs). She noted these practices were installed to meet the new State MS4 permit requirements for linear standards and that she recommends approval of the project with no conditions. Golden Valley staff member, Eric Eckman, reported that the city had a unique opportunity to purchase a nearby parcel so that additional BMPs could be constructed. He noted that scenario is not typical. He noted that the funds, including some funding from a city floodproofing fund were used for the project. Commissioner Welch noted that actual water quality improvement amounts for this project are not known because they were not required to be reported through the BCWMC review process.

**MOTION:** Commissioner Carlson moved to approve the project. Alternate Commissioner Pentel seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

[Commissioner Harwell arrives.]

## 5. BUSINESS

### A. Receive Presentation on Carp Assessment and Water Monitoring Results for Schaper Pond and Sweeney Lake and Consider Recommendation

Commission Engineer Wilson presented the results of the 2022 carp assessment on Schaper Pond and Sweeney Lake along with water quality monitoring results from Sweeney Lake after the alum treatments in 2020 and 2022. He noted that these activities incorporated two different CIP projects: Sweeney Lake Water Quality Improvement Project and the Schaper Pond Diversion Project.

Engineer Wilson reported that carp removal activities in 2020 had reduced carp numbers below the threshold of 100 kg/ha that is known to impact water quality. He reminded commissioners that in 2021, the Commission moved forward with an adaptive approach to carp management rather than installation of long term carp management infrastructure. This adaptive approach included reassessing the carp population in the pond and lake in 2022 to understand how quickly the population might rebound after the significant removal effort in 2020. The Commission also approved stocking panfish in Schaper Pond in hopes they would eat carp eggs and further reduce future carp populations.

Engineer Wilson reported that although carp numbers rebounded slightly, their population in both Schaper Pond and Sweeney Lake are still below 100 kg/ha. He also reported that panfish were not captured in Schaper Pond during the carp survey, indicating that they likely moved into Sweeney Lake and were not effective at reducing the carp numbers in Schaper Pond.

Engineer Wilson then reported on the water quality trends in Sweeney Lake over the last 10 years. He noted that total phosphorus, chlorophyll-a, and Secchi disc transparency levels had all improved and are now within the State standards. He reported the lake is expected to be removed from the impaired waters list in 2024. There was discussion about how working with lake owners and asking them to turn off the year-round aerators was likely the biggest influence on water quality improvement in the last 10 years. Golden Valley TAC member, Eric Eckman, noted that multiple BMPs had been constructed in the lake's watershed over the years along with targeted street sweeping efforts. Commissioner Welch noted that removing a lake from the impaired waters list due to implementation of best management practices is very rare and that the Commission has now accomplished that twice with Wirth Lake and Sweeney Lake.

Engineer Wilson went on to recommend that CAMP and routine BCWMC monitoring continue in Sweeney Lake. He also recommended that the Schaper Pond CIP budget be used to reassess the carp populations in Schaper and Sweeney again in 2024. He also recommended that the Commission plan for box netting of carp in these systems if numbers are found above 100 kg/ha. He recommended a budget of \$10,000 for the reassessment and up to \$50,000 for carp removals, as needed. He noted that if carp numbers do rebound, the Commission should consider other long-term solutions.

Commission Engineer Chandler also noted that with fewer carp in the system, the diversion curtain installed in Schaper Pond will hopefully work to reduce total phosphorus entering Sweeney Lake. She noted that monitoring of

the pond inflows and outflows would be needed to assess the effectiveness of the diversion curtain. She said that the alum treatment in Sweeney Lake will last longer if less new phosphorus enters the lake from the watershed.

When asked, Engineer Wilson explained why the aerators decreased water quality saying they de-stratified the lake, pushing nutrient-laden water from the bottom sediments up through the whole water column. Although more oxygen in the bottom of the lake should inhibit phosphorus release, he noted that in Sweeney Lake, the aerators did not provide enough oxygen and were likely undersized.

**MOTION:** Commissioner Carlson moved approval of the Commission Engineer's recommendation to allocate up to \$60,000 for carp population assessment and removal in 2024 and to authorize appropriate subcontracts for that work. Commissioner Welch seconded the motion.

DISCUSSION: Commissioner Welch requested more information on why the Commission Engineer is recommending additional surveys rather than a long term solution. TAC member Eckman noted the city is in favor of the reassessment in 2024 noting that a structural solution would require construction and maintenance by the city and would likely involve the railroad authority making it a more complicated endeavor.

There was consensus that recommendations for future monitoring of Schaper Pond to determine functionality of the diversion project should come to a future Commission meeting. Commissioners also recommended submittal of a press release on Sweeney Lake delisting.

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

**B. Discuss Membership in Minnesota Watersheds (formerly MAWD)**

**i. Review Annual Meeting** (tabled from December meeting)

Chair Cesnik reported that the annual Minnesota Watersheds (MW) meeting in December went well, there were good networking opportunities, and the presentations were educational. She noted that MW could be an effective organization. Alternate Commissioner Hauer reported that she attended the Watershed Management Workshop and learned a lot. She also indicated the presentations at the conference were good. Commissioner Welch reported on the Diversity, Equity, and Inclusion session he and Administrator Jester helped facilitate. Commissioner Welch also mentioned that Metro Watersheds (formerly Metro MAWD) meets quarterly; their meetings are worth attending. He also noted that the MW annual conference format will be changed next year to better allow for watershed commissioners and managers to attend conference presentations. There was consensus among commissioners that the Commission should remain a member of MW.

**ii. Consider Approval of 2023 Dues Payment**

**MOTION:** Commissioner Gwin-Lenth moved to approve payment of the Minnesota Watershed dues for 2023 and stay in the organization. Commissioner Welch seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

**iii. Reminder of Metro MAWD Meetings and Legislative Day at the Capitol**

Administrator Jester reviewed the information on the MW Legislative Day noting that registration costs for commissioners would be reimbursed by the Commission. There was discussion about access to legislators and bringing the right information and talking points to them, particularly on the chloride limited liability legislation. Commissioners Carlson and Cesnik along with Alternate Commissioner Hauer expressed interest in attending the event and making appointments with their legislators. Administrator Jester was directed to develop or borrow a fact sheet with talking points on the limited liability legislation and to sign onto any letters of support for the legislation on behalf of the Commission.

**MOTION:** Commissioner Welch moved to authorize reimbursement of registration expenses for any commissioners or alternates who wished to attend the MW Legislative Day. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis

Park absent from the vote.

Commissioner Welch reported that Administrator Jester recently volunteered to assist Ramsey Washington Metro Watershed District administrator, Tina Carstens, with coordinating the Metro Watersheds group and their meetings.

**MOTION:** Commissioner Welch approved the Administrator’s role as co-coordinator of Metro Watersheds. Commissioner Harwell seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

**C. Review Proposals from Engineering and Legal Firms**

Administrator Jester reported that the Commission received three engineering proposals (from Barr Engineering; Geosyntec Consultants; and cbec Inc., eco engineering) and one legal proposal (from Kennedy & Graven) in response to a solicitation for letters of interest proposals published in November. She recommended the Commission approve continuing contracts with Barr Engineering and Kennedy & Graven. She noted that current contracts with these firms expire at the end of April. When asked, she noted that Barr Engineering’s 2023 fee schedule was not submitted with the proposal because it wasn’t available at the time but she has since received it. Commissioner Welch commented that the two other engineering firms seemed to have specialized skills that might be useful in future Commission projects. There was some discussion and confirmation that the Commission can use firms other than Barr Engineering for special projects or studies. There was consensus that Barr Engineering has the history and expertise to remain as the primary Commission Engineering firm.

**MOTION:** Commissioner Welch moved to reauthorize contracts with Barr Engineering and Kennedy & Graven. Commissioner Gwin-Lenth seconded the motion. Upon a vote, the motion carried 7-0, with the cities of Minnetonka and St. Louis Park absent from the vote.

**D. Discuss Format for 2025 Watershed Management Plan Public Kick Off Meeting**

Administrator Jester reported that 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. She noted that 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. She referenced the memo included with meeting materials outlining two different meeting formats: open house format and presentation and small group discussions format. She noted that staff recommends the open house format to allow more flexibility in people’s schedules. She also indicated that childcare and refreshments would be provided with either format. Commission Attorney Anderson reported that a quorum of the Commission would be required for the length of the meeting.

There was discussion about the meeting formats and a recommendation to include interactive educational displays and videos, and to provide food. Commissioners acknowledged the importance of hearing from and engaging with members of the public and agreed that an open house format is the more desirable meeting format. There was some concern about the ability to have a quorum present for the duration. A three-hour open house meeting was deemed a sufficient amount of time. There was concern about the meeting date overlapping with city council or commission meetings or other events. Administrator Jester was directed to send a poll to determine the best meeting date.

**E. Consider Providing Direction to Staff on Linear Projects Standards in 2025 Watershed Management Plan**

This item was tabled until the February meeting.

**F. Consider Waiving Conflict of Interest for Commission Engineer**

Administrator Jester described a conflict posed for the Commission Engineer noting that Barr Engineering is drafting an amendment to the Minnetonka local Water Resources Management Plan (WRMP) which the Commission Engineer would be required to review. Administrator Jester recommended the Commission waive the conflict for the Commission Engineer because 1) she can review all but some of the technical aspects of the amended plan so the amount of engineering review necessary is limited which may make it difficult to contract separately with a third party; 2) Commission Engineer Chandler is not the actual author of the amended plan

and there is enough separation between Barr Engineering staff in this matter; and 3) Commission Engineer Chandler is likely to review and provide comments that are in the best interest of the BCWMC.

It was noted during discussion that the Commission's conflict of interest policy should be revised for clarity and brought back to the Commission for approval.

Commissioner Harwell noted her agreement with the Administrator's recommendation. Commissioner Carlson asked if this was a good opportunity to hire a different engineering firm to review the Minnetonka WRMP. Commissioner Welch agreed that working with a different firm on certain projects may be beneficial, this task was too small to contract with a different firm. Instead, he recommended waiving the conflict for the Commission Engineer but including additional measures to reduce the conflict such as prohibiting any work by Commission Engineer Chandler on the Minnetonka WRMP. Engineer Chandler reported that to date she had only relayed BCWMC policies to Barr staff working on the WRMP and was fully prepared to review the Plan on behalf of the BCWMC.

**MOTION:** Commissioner Harwell moved to waive the conflict of interest for Commission Engineer Chandler to review the Minnetonka local Water Resources Management Plan (WRMP) and prohibit Engineer Chandler from interacting with her colleagues with regards to working on WRMP. Commissioner Welch seconded the motion.

DISCUSSION: Commissioner Carlson reported he would abstain from the vote due to his desire to hire a different firm for the Plan review.

**VOTE:** Upon a vote, the motion carried 6-0, with the cities of Minnetonka and St. Louis Park absent from the vote and the city of Medicine Lake abstaining.

## 6. COMMUNICATIONS

### A. Administrator's Report

- i. Campaign Finance Forms – Reminder to complete and submit the form from the State
- ii. Audit Conflict of Interest Forms – Reminder to complete and submit the form
- iii. Administrator Schedule for February and March Meetings – Administrator Jester will be assisting her parents with medical needs the week of February 6<sup>th</sup>. The February meeting packet may be posted later than normal. If needed, the Commission Engineer can provide paper copies of the packet.

Administrator Jester will be out of the country in early March, including the week the meeting packet is prepared and the week of the March meeting itself.

There was consensus that no printed packets would be available for the February and March meetings. (City staff can supply commissioners or alternates with paper copies, as needed.)

MOTION: Commissioner Welch moved to appoint Commission Engineer Chandler as interim administrator March 4 – 18. Commissioner Gwin-Lenth seconded the motion. Upon a vote, the motion carried 6-0, with the cities of Minnetonka and St. Louis Park absent from the vote

- iv. Winter Photo Needed – If anyone has good winter photos with a lake or stream, please send them to Administrator Jester for the website.
- v. Bassett Creek Valley Summit – this event is planned for March 29 or March 30. The goal of the summit and future meetings is to develop a multi-jurisdictional partnership to implement projects in the Bassett Creek Valley plan. The BCWMC would be the convener at the initial meeting, with Commissioner Welch as the officiator. The group would elect a chair for future meetings.

### B. Chair – No report

**C. Commissioners**

Commissioner Welch noted the MPCA is issuing a new construction stormwater permit that is currently out for review. He noted the Commission should have the Commission Engineer and possibly the Commission Attorney review it and come back to the February meeting with any recommended comments; comments are due March 3. He also noted that the new US Army Corps of Engineers/USEPA rule regarding the change to the "Waters of the United States" definition may impact Federal permitting requirements.

**D. TAC Members**

The January 4<sup>th</sup> meeting was cancelled due to weather. Chair Cesnik was appointed liaison to the February 1<sup>st</sup> TAC meeting; Commissioner Harwell and Alternate Commissioner Jodi Polzin were appointed liaisons to the March 1<sup>st</sup> TAC meeting. It was noted that TAC liaisons should feel free to offer advice or opinions at the TAC meetings.

**E. Committees** - No report.

**F. Legal Counsel** - No report.

**G. Engineer**

Commission Engineer Chandler reported that weather conditions including high temperatures and rain have been challenging for the Lagoon Dredging Project. She also noted the Commission Engineers have had to remind the contractor to complete administrative items. Alternate Commissioner Polzin wondered about the noise ordinance noting the dredging seems to continue until 9:30 p.m.

Regarding the Bryn Mawr Project, Engineer Chandler that piles are currently being driven and geotech inspectors have been onsite.

**7. INFORMATION ONLY (Information online only)**

- A. BCWMC Administrative Calendar
- B. CIP Project Updates [www.bassettcreekwmo.org/projects](http://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** - The meeting adjourned at 11:30 a.m.



<b>Bassett Creek Watershed Management Commission</b>						
<b>Statement of Financial Position</b>						
				<b>Capital Improvement Projects</b>	<b>General Fund</b>	<b>TOTAL</b>
<b>ASSETS</b>						
<b>Current Assets</b>						
<b>Checking/Savings</b>						
		101 · Wells Fargo Checking		604,818.72	1,016,294.81	1,621,113.53
		102 · 4MP Fund Investment		3,501,986.62	64,593.55	3,566,580.17
		103 · 4M Fund Investment		2,483,650.36	45,406.99	2,529,057.35
		<b>Total Checking/Savings</b>		<b>6,590,455.70</b>	<b>1,126,295.35</b>	<b>7,716,751.05</b>
<b>Accounts Receivable</b>						
		111 · Accounts Receivable		0.00	1,967.92	1,967.92
		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
		<b>Total Accounts Receivable</b>		<b>64,202.95</b>	<b>1,967.66</b>	<b>66,170.61</b>
<b>Other Current Assets</b>						
		114 · Prepays		0.00	2,978.75	2,978.75
		116 · Undeposited Funds		0.00	1,500.00	1,500.00
		<b>Total Other Current Assets</b>		<b>0.00</b>	<b>4,478.75</b>	<b>4,478.75</b>
		<b>Total Current Assets</b>		<b>6,654,658.65</b>	<b>1,132,741.76</b>	<b>7,787,400.41</b>
<b>TOTAL ASSETS</b>				<b>6,654,658.65</b>	<b>1,132,741.76</b>	<b>7,787,400.41</b>
<b>LIABILITIES &amp; EQUITY</b>						
<b>Liabilities</b>						
<b>Current Liabilities</b>						
<b>Accounts Payable</b>						
		211 · Accounts Payable		408,857.51	90,810.41	499,667.92
		<b>Total Accounts Payable</b>		<b>408,857.51</b>	<b>90,810.41</b>	<b>499,667.92</b>
<b>Other Current Liabilities</b>						
		212 · Unearned Revenue		438,823.00	589,501.00	1,028,324.00
		251 · Unavailable Rev - property		11,396.55	0.00	11,396.55
		<b>Total Other Current Liabilities</b>		<b>450,219.55</b>	<b>589,501.00</b>	<b>1,039,720.55</b>
		<b>Total Current Liabilities</b>		<b>859,077.06</b>	<b>680,311.41</b>	<b>1,539,388.47</b>
		<b>Total Liabilities</b>		<b>859,077.06</b>	<b>680,311.41</b>	<b>1,539,388.47</b>
<b>Equity</b>						
		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		1,244,481.84	163,016.69	1,407,498.53
		Net Income		-45,482.51	-54,989.40	-100,471.91
		<b>Total Equity</b>		<b>5,761,581.33</b>	<b>486,430.61</b>	<b>6,248,011.94</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>				<b>6,620,658.39</b>	<b>1,166,742.02</b>	<b>7,787,400.41</b>
<b>UNBALANCED CLASSES</b>				34,000.26	-34,000.26	0.00

**Bassett Creek Watershed Management Commission**

**Statement of Revenues, Expenditures and Changes in Fund Balances - General**

	<b>Annual Budget</b>	<b>Jan 19 - Feb 16, 23</b>	<b>Feb '22 - Jan 23</b>	<b>Budget Balance</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
411 · Assessments to Cities	565,998.00	0.00	565,998.00	0.00
412 · Project Review Fees	60,000.00	4,000.00	89,217.21	-29,217.21
413 · WOMP Reimbursement	5,000.00	1,875.00	3,750.00	1,250.00
414 · State of MN Grants	0.00	0.00	23,013.47	-23,013.47
415 · Investment earnings	0.00	22,810.87	111,201.54	-111,201.54
416 · TRPD Reimbursement	1,400.00	0.00	13,900.00	-12,500.00
417 · Transfer from LT & CIP	74,949.00	93,439.85	93,439.85	-18,490.85
<b>Total Income</b>	<b>707,347.00</b>	<b>172,125.72</b>	<b>950,520.07</b>	<b>-243,173.07</b>
<b>Expense</b>				0.00
<b>1000 · Engineering</b>				0.00
1010 · Technical Services	145,000.00	9,907.50	132,541.25	12,458.75
1020 · Development/Project Reviews	75,000.00	5,590.57	103,851.43	-28,851.43
1030 · Non-fee and Preliminary Reviews	22,000.00	504.00	17,788.50	4,211.50
1040 · Commission and TAC Meetings	14,000.00	800.00	13,119.46	880.54
1050 · Surveys and Studies	10,000.00	0.00	14,283.50	-4,283.50
1060 · Water Quality / Monitoring	110,000.00	16,876.34	109,478.09	521.91
1070 · Water Quantity	8,000.00	719.98	6,369.37	1,630.63
1080 · Annual Flood Control Inspection	12,000.00	0.00	21,290.40	-9,290.40
1090 · Municipal Plan Review	2,000.00	723.00	1,464.50	535.50
1100 · Watershed Monitoring Program	28,500.00	2,146.26	28,425.34	74.66
1110 · Annual XP-SWMM Model Updates	5,000.00	0.00	8,983.50	-3,983.50
1120 · TMDL Implementation Reporting	7,000.00	2,257.00	3,397.00	3,603.00
1130 · APM/AIS Work	13,000.00	0.00	41,844.06	-28,844.06
1140 · Erosion Control Inspections	0.00	0.00	0.00	0.00
1000 · Engineering - Other		0.00	0.00	0.00
<b>Total 1000 · Engineering</b>	<b>451,500.00</b>	<b>39,524.65</b>	<b>502,836.40</b>	<b>-51,336.40</b>
<b>2000 · Plan Development</b>				0.00
2010 · Next Gen Plan Development	18,000.00	10,016.50	47,372.00	-29,372.00
2000 · Plan Development - Other		0.00	0.00	0.00
<b>Total 2000 · Plan Development</b>	<b>18,000.00</b>	<b>10,016.50</b>	<b>47,372.00</b>	<b>-29,372.00</b>
<b>3000 · Administration</b>				0.00
3010 · Administrator	70,848.00	5,796.00	69,174.00	1,674.00
3020 · MAWD Dues	7,500.00	0.00	15,000.00	-7,500.00
3030 · Legal	17,000.00	2,141.26	20,204.58	-3,204.58
3040 · Financial Management	13,500.00	1,760.00	14,260.00	-760.00
3050 · Audit, Insurance & Bond	18,700.00	0.00	18,218.00	482.00
3060 · Meeting Catering	1,300.00	161.23	1,830.75	-530.75
3070 · Administrative Services	8,000.00	201.02	5,993.26	2,006.74
3000 · Administration - Other		0.00	0.00	0.00
<b>Total 3000 · Administration</b>	<b>136,848.00</b>	<b>10,059.51</b>	<b>144,680.59</b>	<b>-7,832.59</b>
<b>4000 · Education</b>				0.00
4010 · Publications / Annual Report	1,300.00	0.00	1,164.00	136.00
4020 · Website	1,800.00	0.00	645.05	1,154.95
4030 · Watershed Education Partnership	18,350.00	0.00	15,410.00	2,940.00
4040 · Education and Public Outreach	28,000.00	100.00	36,591.14	-8,591.14
4050 · Public Communications	1,100.00	0.00	69.00	1,031.00
4000 · Education - Other		0.00	0.00	0.00
<b>Total 4000 · Education</b>	<b>50,550.00</b>	<b>100.00</b>	<b>53,879.19</b>	<b>-3,329.19</b>
<b>5000 · Maintenance</b>				0.00
5010 · Channel Maintenance Fund	25,000.00	25,000.00	25,000.00	0.00
5020 · Flood Control Project Long-Term	25,000.00	25,000.00	25,000.00	0.00
5000 · Maintenance - Other		0.00	0.00	0.00
<b>Total 5000 · Maintenance</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>
<b>Total Expense</b>	<b>706,898.00</b>	<b>158,140.51</b>	<b>847,208.03</b>	<b>-140,310.03</b>
<b>Net Ordinary Income</b>	<b>566,447.00</b>	<b>13,985.21</b>	<b>669,310.04</b>	<b>-102,863.04</b>
<b>Net Income</b>	<b>566,447.00</b>	<b>13,985.21</b>	<b>669,310.04</b>	<b>-102,863.04</b>



<b>Bassett Creek Watershed Management Commission</b>						
<b>Statement of Revenues, Expenditures and Changes in Fund Balances - Construction in Progress</b>						
		<b>Annual Budget</b>	<b>Jan 19 - Feb 16, 23</b>	<b>Feb '22 - Jan 23</b>	<b>Inception to Date Expense</b>	<b>Remaining Budget</b>
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
	418 · Property Taxes		12,187.63	1,685,150.35		
	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		
	<b>Total Income</b>	<b>0.00</b>	<b>12,187.63</b>	<b>1,746,009.82</b>		
<b>Expense</b>						
	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	3,069.50	36,812.25	39,881.75	45,618.25
	BC-238 · CIP-DeCola Ponds B&C	1,600,000.00	0.00	0.00	1,066,648.32	533,351.68
	BC-2381 · CIP-DeCola Ponds/Wildwood Pk	1,300,000.00	6,000.00	6,000.00	6,000.00	1,294,000.00
	BC-5 · CIP-Bryn Mawr Meadows	1,835,000.00	6,089.50	150,012.66	6,089.50	1,828,910.50
	BC-7 · CIP-Main Stem Lagoon Dredging	2,759,000.00	397,746.13	458,659.47	397,746.13	2,361,253.87
	BCP-2 · CIP- Basset Cr Pk & Winnetka	1,123,351.00	0.00	0.00	0.00	1,123,351.00
	ML-12 · CIP-Medley Park Stormwater	1,500,000.00	8,000.00	8,000.00	8,000.00	1,492,000.00
	ML-20 · CIP-Mount Olive Stream Restore	178,100.00	0.00	0.00	196,448.06	-18,348.06
	ML-21 · CIP-Jevne Park Stormwater Mgmt	500,000.00	0.00	1,319.50	74,303.34	425,696.66
	ML-22 · CIP-Ponderosa Wood Strm Restora	43,800.00	13,869.00	20,224.38	13,869.00	29,931.00
	NL-2 · CIP-Four Seasons Mall	990,000.00	0.00	11,211.50	565,076.13	424,923.87
	PL-7 · CIP-Parkers Lake Stream Restore	485,000.00	1,461.00	3,390.22	1,461.00	483,539.00
	SL-1,3 · CIP-Schaper Pond	612,000.00	3,634.38	23,015.55	94,672.20	517,327.80
	SL-8 · CIP-Sweeney Lake WQ Improvement	568,080.00	2,988.00	222,371.34	407,488.00	160,592.00
	TW-2 · CIP-Twin Lake Alum Treatment	163,000.00	0.00	0.00	0.00	163,000.00
	<b>Total Expense</b>	<b>16,532,526.00</b>	<b>442,857.51</b>	<b>1,577,466.09</b>	<b>4,508,959.32</b>	<b>10,180,945.15</b>
	<b>Net Ordinary Income</b>	<b>-16,532,526.00</b>	<b>-430,669.88</b>	<b>168,543.73</b>	<b>-6,339,393.22</b>	
	<b>Net Income</b>	<b>-16,532,526.00</b>	<b>-430,669.88</b>	<b>168,543.73</b>		

<b>Bassett Creek Watershed Management Commission</b>						
<b>Long Term Accounts</b>						
	<b>Total</b>	<b>January 19, 23</b>	<b>Year</b>	<b>Inception</b>		
	<b>Budget</b>	<b>February 16, 23</b>	<b>to-Date</b>	<b>to Date</b>		<b>Remaining Budget</b>
<b>Income</b>						
Fid1 · Flood Control Long Term Maint		0.00	0.00	154,421.90		
Fid2 · Flood Control Long Term Exp	699,980.00	0.00	0.00	462,976.41		
<b>Total</b>	699,980.00	0.00	0.00	-308,554.51		308,554.51
<b>Flood1 · Emergency FCP Income</b>						
Flood1 · Emergency FCP Income		0.00		0.00		
<b>Flood2 · Emergency FCP Expense</b>	500,000.00	0.00	0.00	0.00		
<b>Total</b>	500,000.00	0.00	0.00	0.00		500,000.00
<b>Gen · Next gen Plan Development Income</b>						
Gen1 · Next gen Plan Development Income		0.00	0.00	38,000.00		
<b>Gen1 · Next gen Plan Development Exp</b>	0.00	11,000.00	11,000.00	11,000.00		
<b>Total</b>	0.00	11,000.00	11,000.00	27,000.00		27,000.00
<b>Qual · Channel Maintenance Fund</b>						
Qual1 · Channel Maintenance Fund		25,000.00	25,000.00	545,000.00		
<b>Qual1 · Channel Maintenance Expense</b>	0.00	0.00	0.00	275,738.70		
<b>Total</b>	0.00	25,000.00	25,000.00	269,261.30		269,261.30
<b>TMDL1 · TMDL Studies Income</b>						
TMDL1 · TMDL Studies Income		0.00				
<b>TMDL2 · TMDL Studies Expense</b>	135,000.00	27,149.85	27,149.85	135,000.00		
<b>Total</b>	135,000.00	0.00	0.00	-135,000.00		0.00

BCWMC Addressing Potential Conflicts of Interest  
Approved November 17, 2020

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

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

Administrative review (no approval needed)

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

Administrative waiver (Administrator, Chair and Attorney):

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

Commission waiver required:

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





Item 4E.  
BCWMC 2-16-23

PRINCIPALS

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

January 30, 2023

To the Board of Commissioners and Management of the  
Bassett Creek Watershed Management Commission  
c/o 16145 Hillcrest Lane  
Eden Prairie, MN 55346

Dear Board of Commissioners and Management:

We are pleased to confirm our understanding of the services we are to provide the Bassett Creek Watershed Management Commission (the Commission) for the year ended January 31, 2023.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of the Commission as of and for the year ended January 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Commission's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Commission's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance.

In connection with our audit of the basic financial statements, we will read introductory section accompanying the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will perform the required State Legal Compliance Audit conducted in accordance with auditing standards generally accepted in the United States of America and the provisions of the *Minnesota Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65, and will include such tests of the accounting records and other procedures we consider necessary to enable us to conclude that, for the items tested, the Commission has complied with the material terms and conditions of applicable legal provisions.

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

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

Our services will not include an audit in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), which would only be required if the Commission expended \$750,000 or more in federal assistance funds during the year. If the Commission is required to have a Single Audit of federal assistance funds, this engagement letter would need to be modified.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Commission and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts; and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning, which are presumed to be applicable for all audits:

- 1) Management override of controls
- 2) Revenue recognition

At this time, audit planning has not concluded and modifications may be made to significant risks of material misstatement. If modifications are made, we will communicate them to you.

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.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants (AICPA) professional standards and *Government Auditing Standards*.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Commission's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Commission in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.



Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MMKR personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

William J. Lauer, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit shortly after the end of the fiscal year and to issue our report no later than June 30, 2023.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Unless additional work is requested, or circumstances require additional work, our estimated fees for the services described herein are \$12,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If we find that additional audit procedures are required, or if additional services are requested by the Commission, those services will be billed at our standard hourly rates. Additional audit procedures might be required for certain accounting issues or events, such as new contractual agreements, transactions and legal requirements of new bond issues, new funds, major capital projects, new tax increment districts, if there is an indication of misappropriation or misuse of public funds, or if significant difficulties are encountered due to the lack of accounting records, incomplete records, or turnover in the Commission's staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If you intend to publish or otherwise reproduce the financial statements, such as in a bond statement, and make reference to our firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the year, you might request additional services such as routine advice, assistance in implementing audit recommendations, review of your projections or budgets, and other similar projects. Independence standards allow us to perform these routine services; however, it is important that you understand that we are not allowed to make management decisions, perform management functions, nor can we audit our own work or provide nonaudit services that are significant to the subject matter of the audit.

Please be aware that e-mail is not a secure method of transmitting data. It can be intercepted, read, and possibly changed. Due to the large volume of e-mails sent daily, the likelihood of someone intercepting your e-mail is relatively small, but it does exist. We will communicate with you via e-mail, if you are willing to accept this risk.

To ensure that MMKR's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

If a dispute occurs related in any way to our services, our firm and the Commission agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve it. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorney fees and costs of the mediation. Participation in such mediation shall be a condition to either of us initiating litigation. To allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute.

The mediation shall be confidential in all respects, as allowed or required by law, except that our final settlement positions at mediation shall be admissible in litigation solely to determine the identity of the prevailing party for purposes of the awarding of attorney fees.

We both recognize the importance of performing our obligations under this agreement in a timely way and fully cooperating with the other. In the event that either of us fails to timely perform or fully cooperate, the other party may, in its sole discretion, elect to suspend performance or terminate the agreement regardless of the prejudice to the other person. We agree we will give 10 days' written notice of an intent to suspend or terminate, specifying the grounds for our decision, and will give the other an opportunity to cure the circumstances cited as grounds for that decision. In the event of suspension or termination, all fees and costs are immediately due on billing.

We agree that it is important that disputes be discussed and resolved promptly. For that reason, we agree that, notwithstanding any other statutes of limitations or court decisions concerning them, all claims either of us may have will be barred unless brought within one year of the date the complaining party first incurs any damage of any kind, whether discovered or not, related in any way to acts or omissions of the other party, whether or not the complaining party seeks recovery for that first damage and whether or not we have continued to maintain a business relationship after the first damage occurred. Notwithstanding anything in this letter to the contrary, we agree that regardless of where the Commission is located, or where this agreement is physically signed, this agreement shall have been deemed to have been entered into at our office in Hennepin County, Minnesota, and Hennepin County shall be the exclusive venue and jurisdiction for resolving disputes related to this agreement. This agreement shall be interpreted and governed under the laws of Minnesota.

When requested, *Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

## **Reporting**

We will issue a written report upon completion of our audit of the Commission's financial statements. Our report will be addressed to the Board of Commissioners and management of the Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

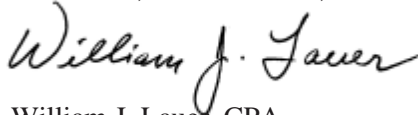
We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Commission is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We will also provide a report (that does not include an opinion) on the Commission's compliance with applicable provisions of the *Minnesota Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65. The report will state (1) whether, in connection with our audit, anything came to our attention that caused us to believe that the Commission failed to comply with the applicable provisions of the *Minnesota Legal Compliance Audit Guide*, insofar as they relate to accounting matters, and (2) that the purpose of the report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. The report will also state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Commission and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and email it to [mmkr@mmkr.com](mailto:mmkr@mmkr.com).

Sincerely,

MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO., P.A.



William J. Lauer, CPA  
Principal

WJL:lmb

RESPONSE:

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

Board of  
Commissioners Representative

Management Representative

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## Report on the Firm's System of Quality Control

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

We have reviewed the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich & Co., P.A. (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

### Firm's Responsibility

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

### Peer Reviewer's Responsibility

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

### Required Selections and Considerations

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

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

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich & Co., P.A. in effect for the year ended May 31, 2022 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Malloy, Montague, Karnowski, Radosevich & Co., P.A. has received a peer review rating of *pass*.

*Kerber Rose SC*  
September 29, 2022

## AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (the “Agreement”) is entered into as of the 16<sup>th</sup> day of February, 2023 (“Effective Date”) by the BASSETT CREEK WATERSHED MANAGEMENT COMMISSION, a Minnesota joint powers organization (the “Commission”), and the law firm of KENNEDY & GRAVEN, CHARTERED (the “Commission Attorney”).

### SECTION 1. Background; Findings.

1.01. *Commission Determination.* At a duly called regular meeting of the Commission held on January 19, 2023, the Commission reappointed the law firm of Kennedy & Graven, Chartered to be engaged as Commission Attorney, with David T. Anderson of that firm serving as primary legal counsel for the Commission.

### SECTION 2. Terms and Conditions.

2.01. *Consideration.* In consideration of the mutual promises and conditions contained in this Agreement, the Commission and the Commission Attorney agree to the terms and conditions set forth herein.

2.02. *Attorney Appointment.* The Commission desires to continue its relationship with the law firm of Kennedy & Graven, Chartered as Commission Attorney, with David T. Anderson acting as primary legal counsel for the Commission.

2.03. *Usual and Customary Legal Services.* The Commission Attorney agrees to perform all usual and customary civil legal services for the Commission in accordance with the terms of this Agreement. Such services may include, but are not limited to, the following:

- a) Attend monthly Commission meetings and, as requested, any other meetings.
- b) Draft agreements, resolutions, and correspondence.
- c) Review Commission agenda packets prior to meetings and provide email comments and suggestions regarding the same.
- d) Communicate with and advise the Commission and/or designated staff on general legal matters.
- e) Review Commission contracts as requested, including, but not limited to, joint powers agreements, agreements for construction projects, professional services agreements, agreements related to the purchase of equipment, and grant agreements.
- f) To any extent necessary, represent the Commission in the acquisition of real property interests.
- g) Render legal opinions on any legal matters requested by the Commission.
- h) Meet with the Commission to review the status of any pending legal matters, as necessary or requested.
- i) Provide legal briefings to the Commission and staff regarding new or proposed legislation affecting its operations and activities.
- j) Defend the Commission in litigation, except in those cases where insurance

- companies provide defense.
- k) Review bonds and insurance requirements required by or for Commission contracts or activities.
- l) Perform other legal duties as assigned and at the direction of Commission and its staff.

2.04. *Compensation for Legal Services.* For all legal services provided by the Commission Attorney, the Commission agrees to compensate the Commission Attorney at the rate of \$215/hour.

2.05. *Compensation for Expenses.* The Commission will compensate the Commission Attorney for the following actual and necessary expenses incurred by the Commission Attorney on behalf of the Commission:

Out-of-pocket costs for such things as postage for large projects, mileage, photocopying for large projects, filing fees, recording fees, and similar items.

Photocopying:	\$ .10 per page (only for large projects)
Mileage:	IRS-approved business reimbursement rate
Other charges such as:	
Messenger service	
Express mail	Actual cost charged
Filing/recording fees	

The Commission Attorney’s monthly billing statements will provide an itemized detail for all fees and costs included.

2.06. *Billing Statements.* Billings by the Commission Attorney to the Commission for services will be on a monthly basis, except as may otherwise be agreed upon by the parties. The billing statement shall be of sufficient detail to adequately inform the Commission concerning the tasks performed, the attorney performing them, the time spent on each task and the nature and extent of costs and disbursements. The statement shall also contain a summary that shows the total time spent for each category and the total fees, charges and disbursements for each category.

2.07. *Term of Agreement.* The term of this Agreement shall be from the Effective Date until April 30, 2025, unless it is otherwise terminated in accordance with Section 2.10, and the hourly rates specified in this Agreement will remain in effect through said term.

2.08. *Primary Legal Counsel.* It is the intention of the parties and it is hereby agreed by the Commission Attorney, that the term “primary legal counsel” as used herein means and refers to David T. Anderson who will, except in the case of extraordinary circumstances involving disability, unavoidable conflict or other good and substantial reasons, perform, supervise and be responsible to the Commission for the civil legal services to be provided.

2.09. *Entire Agreement.* This Agreement shall constitute the entire agreement between the Commission and the Commission Attorney, and supersedes any other written or oral agreements between the Commission and the Commission Attorney. This Agreement can only be



modified in writing signed by the Commission and the Commission Attorney.

2.10. *Termination.* This Agreement may be terminated by the Commission at any time or by the Commission Attorney upon 60 days' written notice and in accordance with the Rules of Professional Responsibility.

2.11. *Conflict of Interest.* The Commission Attorney shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the Commission. In the event of a conflict, the Commission Attorney, with the consent of the Commission, shall seek appropriate waivers or arrange for suitable alternative legal representation. It is the intent of the Commission Attorney to refrain from handling legal matters for any other person or entity that may pose a conflict of interest.

2.12. *Agreement Not Assignable.* The rights and obligations created by this Agreement may not be assigned by either party.

2.13. *Agreement Not Exclusive.* The Commission retains the right to hire other legal representation for specific legal matters.

2.14. *Independent Contractor Status.* All services provided by the Commission Attorney pursuant to this Agreement shall be provided by the Commission Attorney as an independent contractor and not as an employee of the Commission for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

2.15. *Work Products.* All records, information, materials and other work products prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the Commission.

2.16. *Insurance.* The Commission Attorney agrees to maintain a valid policy of Professional Liability Insurance for the duration of this Agreement in the minimum amount of \$2,000,000.

2.17. *Data Practices Act Compliance.* Data provided to the Commission Attorney under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

2.18. *Choices of Law and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

2.19. *Non-Discrimination.* Commission Attorney will comply with all applicable federal and state laws, rules and regulations related to civil and human rights and will not discriminate against any employee or applicant for employment because of race, creed, color, religion, ancestry,

national origin, sex, affectional preference, disability or other handicap, age, marital status, or status with respect to public assistance.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their proper officers and representatives as of the day and year first above written.

**THE COMMISSION:**

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Secretary

**KENNEDY & GRAVEN, CHARTERED:**

By: \_\_\_\_\_  
David T. Anderson  
Shareholder



February 16, 2023

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

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

Dear Chair Cesnik:

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

The scope of professional consulting services we will provide include:

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

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

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

Workers' Compensation and Employers' Liability

- 1. Coverage A: Per State Statute
- 2. Coverage B: \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

Commercial General Liability

- 1. \$2,000,000 General Aggregate

2. \$2,000,000 Products – Completed Operations Aggregate
3. \$1,000,000 Each Occurrence
4. \$1,000,000 Personal Injury

#### Commercial Automobile Liability

1. \$1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability shall provide coverage for the following automobiles:

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

#### Umbrella Liability

1. \$10,000,000 Each Claim  
\$10,000,000 Annual Aggregate
2. The Umbrella Liability provides excess limits for the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability policies.

#### Professional and Pollution Incident Liability

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

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

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

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

This Agreement will be effective until April 30, 2025 and may be terminated by the Commission or Barr at any time. For the services provided, you will pay us according to the attached Standard Terms.

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

Sincerely yours,

**BARR ENGINEERING CO.**



\_\_\_\_\_  
Jim Herbert

Its Vice President

Accepted this 16 day of February 2023

**BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**

By \_\_\_\_\_

Its Commission Chair

**BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**

By \_\_\_\_\_

Its Commission Secretary

Attachments

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



## STANDARD TERMS—PROFESSIONAL SERVICES – Bassett Creek WMC

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

### Section 1: Our Responsibilities

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

### Section 2: Your Responsibilities

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

### Section 3: Reports and Records

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

### Section 4: Compensation

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

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

**Section 5: Disputes, Damage, and Risk Allocation**

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

**Section 6: Miscellaneous Provisions**

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

this Agreement.

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

*End of Standard Terms*



BCWMC Addressing Potential Conflicts of Interest  
Approved November 17, 2020

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

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

Administrative review (no approval needed)

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

Administrative waiver (Administrator, Chair and Attorney):

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

Commission waiver required:

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



Description	Rate* (U.S. dollars)
Vice President	\$170-315
Consultant/Advisor	\$205-300
Engineer/Scientist/Specialist IV	\$175-200
Engineer/Scientist/Specialist III	\$145-170
Engineer/Scientist/Specialist II	\$120-140
Engineer/Scientist/Specialist I	\$80-115
Technician IV	\$155-200
Technician III	\$125-150
Technician II	\$95-120
Technician I	\$70-90
Support Personnel III	\$155-200
Support Personnel II	\$95-150
Support Personnel I	\$70-90

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

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

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

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

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

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

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

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

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

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

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

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



## Memorandum

**To:** Bassett Creek Watershed Management Commission  
**From:** Barr Engineering Co.  
**Subject:** Item 4H: Submit Comments on MPCA Construction Stormwater General Permit  
BCWMC February 16, 2023 Meeting Agenda  
**Date:** February 8, 2023

### Recommendation:

1. BCWMC should consider submitting comments to the Minnesota Pollution Control Agency (MPCA) discussed below in *"Recommended Comments to MPCA."*
2. After revised MPCA Construction Stormwater General Permit is published, BCWMC should consider updating the Requirements Document as discussed below in *"Recommended Requirements Documents Updates."*

### Background

The Minnesota Pollution Control Agency (MPCA) is in the process of revising the MPCA Construction Stormwater General Permit (general permit) which was last revised August 1, 2018. On January 17, 2023 the MPCA released a public notice that included draft redlines for the general permit. In addition, the public notice allows for entities to submit comments until March 3, 2023.

The Commission engineer was directed to review the MPCA draft general permit ([2023 NPDES/SDS Permit for Construction Activity - Draft Permit red-lined version \(scs-public.s3-us-gov-west-1.amazonaws.com\)](https://s3-us-gov-west-1.amazonaws.com/scs-public/2023-NPDES-Permit-for-Construction-Activity-Draft-Permit-red-lined-version)) at its January 19, 2023 meeting. The Commission engineer reviewed the tracked changes draft of the general permit and prepared recommended comments to the MPCA and identified potential updates to the BCWMC requirements document. Note that Section 7.0 of the BCWMC Requirements Document states "It is recommended that applicants follow the standards given in NPDES Permit for Construction Activity" (MPCA Construction General Permit).

### Overview of Updates

The draft general permit included updates to the following topics: stabilization, dewatering, inspections, BMPs and stormwater management, infiltration systems, and miscellaneous. Following is a summary of the proposed changes:

#### Stabilization

- Paragraph 8.5 and 8.6: New requirement for stabilization to be initiated immediately when construction activity has ceased for 7 or more calendar days when the construction area is greater than 25 acres. (For projects less than 25 acres, stabilization must be initiated when construction activity has ceased for 14 calendar days.)

- Paragraph 9.18: Adds new requirement for sediment controls made of soil/muck (e.g., earthen berms) to be temporarily or permanently stabilized within 24 hours.

#### Dewatering

- Paragraphs 10.2, 11.9, and 11.12: Adds new requirement to visually inspect and photograph dewatering discharges at the beginning and every 4 hours to ensure adequate treatment has been obtained. The photos must be kept with the SWPPP. Also expanded options for sediment control to include sediment trap, sediment basin, or filter bag; previously only temporary or permanent sediment basins were included.
- Paragraph 10.3: New requirement to cease dewatering if nuisance conditions occur as a result of a discharge.

#### Inspections

- Paragraph 11.5: Adds language that inspections must include "areas adjacent to the project" in addition to surface waters, drainage ditches, conveyances, etc.
- Paragraph 11.11: Allows reduction of inspections for projects consisting of ground mounted solar panels where a pollinator habitat or native prairie type vegetated cover is being established. Inspections may be reduced to once per month if the site has temporary vegetation with a density of 70% temporary uniform cover.

#### BMPs and Stormwater Management

- Paragraph 7.2: Adds more specific requirements related to phasing and order of construction - "Permittees must phase and incorporate stormwater management principles as the construction progresses. Unless infeasible, temporary or permanent wet sedimentation basins (when required) should be constructed as a first step in the process and stormwater routed to these."
- Paragraph 7.3: Adds recommendation to use erosion control products that minimize impacts to wildlife.
- Paragraph 9.9: Adds requirement for silt fence or other sediment controls to be installed at the base of stockpiles prior to the initiation of stockpiling.
- Paragraph 11.8: Adds a 72 hour deadline to drain sedimentation basins and remove sediment when it is identified that the basin reaches 1/2 the storage volume.

#### Infiltration Systems

- Paragraphs 16.2 and 16.17: Adds language that requires at least 3 feet of native undisturbed soils above seasonally saturated soils or bedrock for infiltration systems. This was already recommended by the MPCA but is now specifically included in the permit.
- Paragraph 16.21: Added timber products as an industry that is prohibited from building infiltration systems. (Note: Per the Industrial Stormwater General Permit, only timber products facilities operating under SIC code 2491 [wood preserving] are prohibited from new infiltration systems.)

#### Miscellaneous

- Paragraphs 6.3 and 6.4: Adds the requirement to "amend the SWPPP within 7 days" of any change in design, construction, operation, maintenance, weather, or seasonal conditions and to include or

modify BMPs when inspections identify that changes are necessary. This adds a specific, enforceable deadline for amending the SWPPP.

- Paragraph 13.8: New requirement for photos showing permanent cover be submitted with the Notice of Termination.
- Paragraph 25.15: Added language stating recreational trails are not considered impervious surfaces. Also clarified that sidewalks are considered impervious surfaces.
- Paragraph 2.10: Added language: "Coverage under this permit cannot be issued until the requirements for wetland permits, other determinations, or the mitigative sequence required in section 22 have been finalized and documented."

## Recommended Comments to MPCA

The Commission engineer reviewed the draft general permit and has the following suggested changes and comments. "Black" text indicates the existing general permit verbiage, "red" text indicates the MPCA's proposed general permit verbiage and "green" text indicates the Commission engineer's recommended general permit verbiage.

1. Paragraph 10.2: Permittees must discharge turbid or sediment-laden waters related to dewatering or basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) to a ~~sediment control (e.g. sediment trap or basin, filter bag) designed to prevent discharges with visual turbidity. temporary or permanent sediment basin on the project site unless infeasible.~~ To the extent feasible, use well-vegetated (e.g., grassy or wooded), upland areas of the site to infiltrate dewatering water before discharge. Permittees are prohibited from using receiving waters as part of the treatment area. Permittees ~~may dewater to surface waters if they visually~~ must visually check and photograph document the discharge at the beginning and, as necessary, during every 4 hours of operation to ensure adequate treatment has been obtained and nuisance conditions (see Minn. R. 7050.0210, subp. 2) will not result from the discharge. ~~If permittees cannot discharge the water to a sedimentation basin prior to entering a surface water, permittees must treat it with appropriate BMPs such that the discharge does not adversely affect the surface water or downstream properties. [Minn. R. 7050.0210]~~
  - *Comment rationale: eliminate excessive burden on contractors*
2. Paragraph 11.5: During each inspection, permittees must inspect the project area, areas adjacent to the project, surface waters, ~~including~~ drainage ditches and conveyance systems, including downstream systems, but not curb and gutter systems, for evidence of erosion and sediment deposition. Permittees must remove all deltas and sediment deposited in the project area, areas adjacent to the project, surface waters, including drainage ways, catch basins, and other drainage systems and restabilize the areas where sediment removal results in exposed soil.
  - *Comment rationale: clarification to inspect downstream conveyance systems*
3. Paragraph 11.9: ~~"Permittees must inspect and photograph document dewatering discharges at the beginning and, as necessary, once every 4 hours during operation. [Minn. R. 7090]"~~
  - *Comment rationale: eliminate excessive burden on contractors*

4. Paragraph 25.15: "Impervious Surface" means a constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include rooftops, ~~sidewalks~~, driveways, parking lots, and concrete, asphalt, or gravel roads. Bridges over surface waters are considered impervious surfaces. **Recreational trails and disconnected sidewalks that are distinctly set apart from a roadway and intended for pedestrians or bicycles are exempt from stormwater treatment requirements not considered impervious surfaces.** ~~Directly connected sidewalks within residential areas and alongside roadways must still be included as impervious surfaces.~~ [Minn. R. 7090]
  - o *Comment rationale: increase clarity consistency with BCWMC requirements*

## Recommended Requirements Documents Updates

After the new general permit goes into effect, we recommend adding the following paragraphs to the BCWMC Requirements Document for consistency with the proposed general permit:

1. Section 7.0 Erosion and Sediment Control Requirements (Paragraph 7.3q): Require that implementation of stormwater management principles are phased and incorporated as the construction progresses.
  - o *Recommendation rationale: addresses Paragraph 7.2 of the draft general permit*
2. Section 7.0 Erosion and Sediment Control Requirements (Paragraph 7.3r): Require that if erosion control netting is used as part of site stabilization, products must be used to minimize the impacts on wildlife. Netting practices that are considered "wildlife friendly," including those that use natural fiber or 100 percent biodegradable materials and that use a loose weave with a non-welded, movable jointed netting. Products that are not wildlife friendly include square plastic netting, netting made of polypropylene, nylon, polyethylene, or polyester.
  - o *Recommendation rationale: addresses Paragraph 7.3 of the draft general permit*
3. Section 7.0 Erosion and Sediment Control Requirements (Paragraph 7.3s): Require that silt fence or other sediment control must be installed at the base of stockpiles prior to the initiation of stockpiling.
  - o *Recommendation rationale: addresses Paragraph 9.9 of the draft general permit*

After the new general permit goes into effect, we recommend revising (shown in **green**) the following paragraphs in the BCWMC Requirements Document for consistency with the proposed general permit:

1. Section 5.0 Rate Control Requirements (third paragraph): **Disconnected** trails, **disconnected** sidewalks, and miscellaneous disconnected impervious surfaces (concrete/bituminous pads, etc.) are exempt from BCWMC rate control policies.
  - o *Recommendation rationale: clarification and consistency with recommended MPCA edits*

**To:** Bassett Creek Watershed Management Commission  
**From:** Barr Engineering Co.  
**Subject:** Item 4H: Submit Comments on MPCA Construction Stormwater General Permit  
BCWMC February 16, 2023 Meeting Agenda  
**Date:** February 8, 2023  
**Page:** 5

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2. Section 6.0 Water Quality Requirements (third paragraph): [Disconnected](#) trails, [disconnected](#) sidewalks, and miscellaneous disconnected impervious surfaces (concrete/bituminous pads, etc.) are exempt from BCWMC water quality performance standards.
  - *Recommendation rationale: clarification and consistency with recommended MPCA edits*
  
3. Section 7.0 Erosion and Sediment Control Requirements (Paragraph 7.3g): Require that all exposed soil areas must be stabilized as soon as possible, but in no case later than 14 days after the construction activity has temporarily or permanently ceased or within 7 days if the project [disturbs 25 or more acres or](#) is within 1 mile of a special or impaired water. A schedule of significant land disturbance work will be required as part of the erosion and sedimentation control plan.
  - *Recommendation rationale: Addresses Paragraph 8.5 and 8.6 of the draft general permit*
  
4. Section 7.0 Erosion and Sediment Control Requirements (Paragraph 7.3k): Provide temporary on-site sedimentation basins when 10 or more acres of land disturbance drains to a common location. Install temporary sediment basins where appropriate in areas with steep slopes or highly erodible soils drain to one area. On-site detention basins shall be designed [and maintained](#) to achieve pollutant removal efficiencies equal to or greater than those obtained by implementing the criteria set forth by the NPDES Permit for Construction Activity (MPCA, latest version) and the Minnesota Stormwater Manual.
  - *Recommendation rationale: addresses Paragraph 11.8 of the draft general permit*









Item 4K.  
BCWMC 2-16-23

## Bassett Creek Watershed Management Commission

### RESOLUTION NO. 23-02

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

A RESOLUTION APPROVING THE REIMBURSEMENT TO THE BASSETT CREEK WATERSHED MANAGEMENT COMMISSION 2.0% OF THE TAX LEVY REQUEST TO HENNEPIN COUNTY FOR COLLECTION IN 2022, FOR ADMINISTRATIVE EXPENSES FOR CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS AND APPROVING THE TRANSFER OF THE FUNDS FROM THE CIP ACCOUNT TO THE ADMINISTRATIVE ACCOUNT

BE IT RESOLVED by the Bassett Creek Watershed Management Commission of the Cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, and St. Louis Park that:

1. The Bassett Creek Watershed Management Commission (BCWMC) will be reimbursed \$34,000, which is 2.0% of the BCWMC's September 2021 tax request in the amount of \$1,700,000 to Hennepin County for collection in 2022, for administrative expenses for Capital Improvement Projects.
2. The Bassett Creek Watershed Management Commission directs its Deputy Treasurer or Contracted Financial Firm to transfer the reimbursed funds from the Commission's CIP Account to its Administrative Account.

Attest

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

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



Item 4L.  
BCWMC 2-16-23

## Bassett Creek Watershed Management Commission

### RESOLUTION NO. 23-03

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

#### A RESOLUTION APPROVING THE TRANSFER OF BASSETT CREEK WATERSHED MANAGEMENT COMMISSION FUNDS FROM LONG TERM ACCOUNTS TO THE ADMINISTRATIVE ACCOUNT

BE IT RESOLVED by the Bassett Creek Watershed Management Commission of the Cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, and St. Louis Park that:

1. \$27,149.85 will be transferred from the TMDL Studies Long Term Account to the Administrative Fund in accordance with the approved 2022 Operating Budget. This action will close the TMDL Studies Long Term Account.
2. \$11,000 will be transferred from the Next Generation Plan Development Long Term Account to partially reimburse the Administrative Fund for 2022 expenses related to Watershed Plan Development.
3. \$21,290 will be transferred from the Flood Control Long Term Maintenance Account to reimburse the Administrative Fund for 2022 expenses related to Flood Control Project inspections and reporting.

\_\_\_\_\_  
Chair Date

Attest

\_\_\_\_\_  
Secretary Date

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



Item 4M.  
BCWMC 2-16-23

## Bassett Creek Watershed Management Commission

RESOLUTION NO. 23-04

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

A RESOLUTION APPROVING THE TRANSFER OF BASSETT CREEK WATERSHED MANAGEMENT COMMISSION FUNDS FROM THE ADMINISTRATIVE ACCOUNT TO THE EROSION/SEDIMENT (CHANNEL MAINTENANCE) ACCOUNT AND THE FLOOD CONTROL LONG-TERM MAINTENANCE ACCOUNT

BE IT RESOLVED by the Bassett Creek Watershed Management Commission by the Cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, and St. Louis Park that:

1. \$25,000 will be transferred from the Bassett Creek Watershed Management Commission's Administrative Account
2. to the Erosion/Sediment (Channel Maintenance Fund) account.
3. \$25,000 will be transferred from the Bassett Creek Watershed Management Commission's Administrative Account to the Flood Control Long-Term Maintenance account.

\_\_\_\_\_  
Chair Date

Attest:

\_\_\_\_\_  
Secretary Date

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



## Bassett Creek Watershed Management Commission

### Roles and Responsibilities Consultants, Commissioners, Technical Advisory Committee, and other Commission Committees

June 2013

#### **ADMINISTRATOR**

1. Implements the strategic direction as set by the Commission.
2. Responds to direction from the Commission.
3. Acts as the primary point of contact and maintains direct communication with Commissioners, TAC members, member cities, consultants, state and local agencies, the public, the media, and other partners (e.g. Met Council, West Metro Water Alliance, Hennepin County, etc.).
4. Attends meetings of the Commission, Technical Advisory Committee, and other Commission Committees.
5. Represents the Commission at various meetings and through correspondence with partners and outside interests or groups.
6. Provides primary coordination during the development of the Watershed Management Plan, policy manuals, Education and Outreach Plan, and other organizational documents.
7. Works with the Commission, and the Commission engineer, legal counsel, deputy treasurer, and recording secretary, as necessary, to update and follow the policy manual.
8. Coordinates the work of Commission engineer, legal counsel, deputy treasurer, and recording secretary as necessary.
9. Prepares meeting agendas and meeting materials for regular and special Commission meetings and meetings of Commission committees.
10. Works with Commission engineer, legal counsel, deputy treasurer and recording secretary to coordinate and communicate the work of the Commission.
11. Coordinates and oversees work of other consultants, contracts and agreements; reviews all invoices to the Commission.
12. Works with TAC and Commission Engineer to develop annual CIP and to keep CIP "fact sheets" updated.
13. Tracks status of Commission budget, including CIP project budgets and the closed project account, and coordinates this work with the Deputy Treasurer.
14. Coordinates administrative tasks related to shepherding capital projects through various processes including Plan amendments, Hennepin County approval process, BWSR approval process, etc.
15. Identifies opportunities and helps to secure grant funding and develop partnerships to accomplish Commission goals, in coordination with Commission Engineer.

16. Tracks progress and implementation of Commission projects and activities including objectives, schedules and budgets in coordination with Commission Engineer.
17. Leads the development of annual budget (in coordination with Budget Committee), annual report, and annual work plan; communicates with Hennepin County regarding maximum and actual annual levy amounts.
18. Assists the Commission with performance reviews of contractors.

## **ENGINEER**

1. Responds to direction from the Commission and Administrator.
2. Reviews development plans and reports to Commission and member cities on compliance of the plans with regards to Commission review standards, requirements, policies and procedures.
3. Performs erosion control inspections of Commission-approved projects, as needed.
4. Performs inspections of the Commission's flood control project and prepares report with recommendations.
5. Performs inspections of the Commission's CIP projects and prepares report with recommendations.
6. Develops and writes the Watershed Management Plan at the direction of the Commission and with input from the TAC, watershed residents, state agencies, and partners; and assists the Administrator with coordinating certain aspects of Watershed Management Plan development.
7. Represents the Commission on a technical level at various meetings and through correspondence with partners and others as directed by the Commission or Administrator.
8. Provides technical recommendations to the Commission on projects, plans, and monitoring programs.
9. Coordinates and performs (as directed) water monitoring activities, feasibility studies, project designs and other projects or programs as directed by the Commission.
10. Coordinates with the TAC, helps set TAC meeting agendas, provides meeting materials as needed, and prepares TAC memo to Commission, with assistance from the TAC and Administrator.
11. Provides meeting agenda items and meeting materials to the Administrator.
12. Identifies opportunities and helps to secure grant funding and develop partnerships to accomplish Commission goals.
13. Reviews member cities' local water management plans for conformity with Commission plan, as directed by the Commission.
14. Assists Commission with reporting on TMDL implementation progress (including water quality modeling).
15. Maintains the Commission's watershed-wide hydrologic and hydraulic (XP SWMM) model and water quality (P8) model for use in floodplain management and to assess impacts of water quality best management practices.
16. Apprises the Commission of technical innovations in stormwater management and proposed policy/rule/statute changes that could affect the Commission.

17. Stores development/project review files and technical data.

#### **LEGAL COUNSEL**

1. Responds to direction from the Commission and Administrator.
2. Reviews or prepares contracts and agreements; makes recommendations to the Commission.
3. Advises the Commission on pertinent legal matters.
4. Represents the Commission in lawsuits or other matters, as necessary.
5. Develops resolutions for Commission action, as requested.
6. Provides meeting agenda items and/or meeting materials to the Administrator.

#### **RECORDING SECRETARY**

1. Responds to direction from the Commission and Administrator.
2. Coordinates meeting logistics such as room reservation and setup, catering, materials.
3. Assembles, posts and distributes meeting agendas and materials.
4. Provides notice for public hearings.
5. Records Commission meetings and prepares Commission meeting minutes.
6. Assists Administrator with tracking Commission calendar, making recommendations for agenda items and activities, and preparing the Annual Report.
7. Assists with communication and correspondence to Commission, TAC members, and others as directed by the Administrator.
8. Maintains the official records of the Commission and the Commission website, in coordination with the Administrator.

#### **TECHNICAL ADVISORY COMMITTEE**

1. Responds to requests for input from the Commission and Administrator.
2. Acts as a forum for the exchange of ideas between the member cities, presentation of city activities, and one source of ideas for projects, programs, etc. This may help avoid duplication among cities on watershed-wide activities.
3. Acts a vehicle for communication to the Commission; one source of information from the cities.
4. Provides technical advice and local knowledge to Commission; offers recommended alternatives and solutions.
5. Generates a list of possible CIP projects and project budgets each year for Commission consideration.
6. Recommends projects to be funded through the Commission's channel maintenance fund for Commission consideration.
7. Reviews recommendations from flood control project and CIP project inspections.
8. Performs other duties as assigned by the Commission.

## **COMMISSIONER**

1. Provides overall direction for the Commission; monitors and controls its function.
2. Establishes policies of the Commission.
3. Directs the development and implementation of the Watershed Management Plan.
4. Adheres to the bylaws and Joint Powers Agreement of the Commission including provisions regarding the appointment of Commissioners.
5. Directs the work of the Administrator, engineer, and legal counsel.
6. Recruits, supervises, retains, evaluates and compensates all consultants to carry out the work of the Commission.
7. Attends Commission meetings or arranges for alternate commissioner to attend if unable to attend, and communicates this to the Chair and Administrator.
8. Participates in Committees, as assigned.
9. Takes action each year to set the annual operating budget, set the annual levy amount, review and approve the annual activity report; review and accept the annual financial audit.
10. Conducts regular performance reviews of contractors.
11. Reviews and approves invoices.

## **ADMINISTRATIVE SERVICES COMMITTEE – meets quarterly or as needed**

1. Makes recommendations on overall administration, processes, and administrative details of the Commission.
2. Provides feedback to the Administrator on performance; provides direction for improvement or changes to tasks or priorities.

## **BUDGET COMMITTEE – meets during budget development; approximately April - June**

1. Develops annual draft budget in coordination with the Administrator for consideration by the Commission.
2. Assists with developing the “budget detail” to fully describe budget line items.

## **EDUCATION COMMITTEE – meets as needed**

1. Develops and refines the Education and Outreach Plan of the Commission.
2. Assists with carrying out the tasks outlined in the Education and Outreach Plan, in coordination with the Administrator.
3. Represents the Commission at various events and recruits volunteers to assist at events.
4. Makes recommendations to the Budget Committee for annual expenditures in education and outreach tasks.



5. Attends meetings of the West Metro Watershed Alliance and other education-related organizations as needed or directed; and assists the Administrator with coordinating events, publications, and programs that involve and benefit the Commission.

**NEXT GENERATION PLAN STEERING COMMITTEE** – meets monthly

1. Guides the development of the Next Generation Watershed Management Plan (Plan).
2. Guides the work of the Administrator and Engineer on tasks related to the development of the Plan.
3. Tracks the budget and schedule of the Plan development; recommends adjustments as necessary.
4. Assists with implementing the public input process of the Plan development.
5. Discusses and reviews sections of the draft Plan; recommends changes and/or submission to the Commission for review.



**BYLAWS**

**BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION**

**ARTICLE I**

**NAME AND MEMBERSHIP**

Section 1. The name of the Commission shall be the "Bassett Creek Watershed Management Commission." The members of the Commission are the following municipalities:

City of Crystal  
City of Golden Valley  
City of Medicine Lake  
City of Minneapolis  
City of Minnetonka  
City of New Hope  
City of Robbinsdale  
City of Plymouth  
City of St. Louis Park

**ARTICLE II**

**DEFINITION OF TERMS**

Section 1. For the purposes of these bylaws, the terms defined in this Article shall have the meanings given them.

Sec. 2. "Commission" means the organization created by the Joint and Cooperative Agreement for Bassett Creek, the full name of which is "Bassett Creek Watershed Management Commission." It shall be a public agency of its members.

Sec. 3. "Board" means the Board of Commissioners of the Commission, consisting of one Commissioner from each of the governmental units that is a Member or, in absence of the Commissioner, that Member's Alternate Commissioner. The Board shall be the governing body of the Commission.

Sec. 4. "Commissioner" means the person appointed by a Member to serve on the Board of

the Commission.

Sec. 5. "Alternate Commissioner" means the person appointed by a Member to act as a Board member in the absence of the appointed Commissioner.

Sec. 6. "Council" means the governing body of a governmental unit that is a member of the Commission.

Sec. 7. "Governmental Unit" means any city, county or town.

Sec. 8. "Member" means a Governmental Unit that entered into the Agreement.

Sec. 9. "Agreement" means the "Joint and Cooperative Agreement" entered into by the nine Members, creating and establishing the Bassett Creek Watershed Management Commission.

Sec. 10. "Officers" means those persons designated as officers under Article IV, Section 1 of these bylaws.

### ARTICLE III

#### **BOARD MEMBERS**

Section 1. The Board shall have nine Commissioners, one from each of the Members.

Sec. 2. The term of office of each Commissioner shall be three years, ending on February 1, or until his or her successor is selected and qualified, except as provided in Article V, Section 3 of the Agreement.

Sec. 3. If any Commissioner dies, resigns or is removed in accordance with the provisions of Article V, Subdivision 4 of the Agreement, that Commissioner's office shall be deemed vacant, and a successor shall be appointed for the unexpired term by the Council that appointed that Commissioner.

Sec. 4. Alternate Commissioners may be appointed to represent a Member. The Alternate Commissioner shall be appointed by the Council and may serve in lieu of the Member's Commissioner if the Commissioner is not present at the meeting. The Alternate Commissioner may

participate in all discussions and may vote on all proposals before the Board if the Commissioner is not present.

#### ARTICLE IV

### **OFFICERS AND EMPLOYEES**

Section 1. The officers of the Board shall be the Chair, Vice Chair, Secretary and Treasurer. The offices of the Secretary and Treasurer may be combined and held by the same person. A Recording Secretary and a Deputy Treasurer may be appointed by the Board. The Recording Secretary and the Deputy Treasurer need not be Commissioners.

Sec. 2. The term of office for all officers shall be one year, and they shall be selected and take office at the first business meeting held after February 1.

Sec. 3. The Chair shall be the presiding officer of the Board. The Chair shall preside at all meetings of the Board, but shall have all of the same privileges of discussion, making motions and voting as do other Commissioners.

Sec. 4. The Vice Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair.

Sec. 5. The Treasurer shall have the custody of the funds and securities of the Commission and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Commission and shall deposit all monies and other valuable effects in the name and to the credit of the Commission in such depository as may be designated by the Board. The Treasurer shall disburse the funds of the Commission as ordered by the Board on orders signed by the Chair, Vice Chair, Secretary or Treasurer, taking the proper vouchers for such disbursements, and shall render to the Board at regular meetings, or as the Board may request, an account of all transactions and of the financial condition of the Commission. The Treasurer shall supervise and direct the work of the Deputy Treasurer. No Commission funds shall be disbursed without the signature of at least two

Officers of the Board, one of whom shall be the Treasurer or the Treasurer's authorized Deputy Treasurer.

Sec. 6. The Secretary shall attend all meetings of the Board and shall act as Clerk at such meetings and shall record all votes and the minutes of all proceedings in a minute book kept for that purpose. The Secretary shall give notice of all meetings of the Board and shall perform such other duties as may be prescribed by the Board. The Secretary may assign the aforesaid duties to a Recording Secretary if authorized to do so by the Board.

Sec. 7. The Deputy Treasurer, if one is appointed, shall assist the Treasurer and shall perform the Treasurer's administrative duties during the absence or disability of the Treasurer, but the performance of such duties shall not make the Deputy Treasurer a Commissioner.

Sec. 8. The officers and employees of the Commission shall give bond as required by the Board, and by the Agreement, with corporate sureties satisfactory to the Board for the faithful performance of their duties and for restoration to the Commission, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and property of whatever kind coming into their possession or under their control, belonging to the Commission. The premium on any such bond shall be paid out of Commission funds.

Sec. 9. Any person engaged to perform any service or hold any office for the Commission, other than Chair, Vice Chair, Secretary and Treasurer, may be engaged on a full-time, part-time or consulting basis, as determined by the Board.

## ARTICLE V

### MEETINGS

Section 1. Regular monthly meetings of the Board shall be held at such locations and at such times as are specified from time to time by resolution of the Board. The Secretary shall cause copies of all such resolutions to be provided promptly to each of the Members and filed in the

primary offices of the Commission at Golden Valley City Hall. In the event the Board determines to hold a regular meeting at a location or time other than as specified in such resolution, such meeting shall be deemed a special meeting for purposes of giving notice; and notice of such meeting shall be given to all Members in accordance with Article V, Subd. 7 of the Agreement, to all Commissioners and Alternate Commissioners in accordance with this Article, and to the public in accordance with Minnesota Statutes, section 13D.04, as amended.

Section 2. For purposes of posting notice of meetings as required by Minnesota Statutes, section 13D.04, the community bulletin board at Golden Valley City Hall shall be deemed the principal bulletin board of the Commission.

Sec. 3. Written notice of all meetings of the Board shall be sent to all Commissioners, and to duly appointed Alternate Commissioners of all Members.

Sec. 4. Special meetings of the Board may be called by the Chair or any other three Commissioners jointly. The purpose of any special meeting shall be stated in the notice of the meeting.

Sec. 5. Written notice of regular meetings shall be sent at least four days prior to each meeting and written notice of special meetings shall be sent at least two days prior to each such meeting.

Sec. 6. At any meeting of the Board, five Commissioners or their Alternate Commissioners shall constitute a quorum.

Sec. 7. If the Secretary is absent from the meeting, and if a Recording Secretary has not been selected, the Chair shall appoint a Secretary Pro Tem for each meeting.

Sec. 8. All meetings shall be conducted in accordance with Robert's Rules of Order Revised, except as otherwise provided in the Agreement or these bylaws.

Sec. 9. The Board may from time to time determine the order of business for Board

meetings.

## ARTICLE VI.

### **POWERS AND DUTIES OF COMMISSION**

Section 1. The Commission is created and established by the Agreement. Its powers and duties shall be those established in said Agreement.

Sec. 2. The Board may exercise all powers necessary and incidental to the implementation of purposes and powers set forth in the Agreement.

Sec. 3. The Board may establish work committees, which committees shall act in advisory capacity to the Board. These committees may include persons who are not Board Members.

## ARTICLE VII.

### **FINANCIAL MATTERS**

Section 1. Commission funds may be expended in accordance with procedures established by law for the expenditure of funds for statutory cities. Orders, checks and drafts shall be signed by the Chair, Vice Chair or Secretary and the Treasurer or Deputy Treasurer. All claims shall be paid after audit by the Board. At least two Officers of the Commission shall sign all orders, checks or drafts in accordance with Article IV.

Sec. 2. The fiscal year of the Commission shall be February 1 to January 31.

Sec. 3. The Board shall cause an annual audit to be made of all its books, reports and records by a certified public accountant.

Sec. 4. One or more depositories for Commission funds shall be designated by the Board at its annual meeting each year. Prior to such designation the Treasurer may recommend one or more depositories. Commission funds shall be deposited and invested in accordance with the laws applicable to cities.

## ARTICLE VIII.



## **AMENDMENTS TO BYLAWS**

Section 1. These bylaws may be amended at any regular or special meeting of the Board, provided that a seven day prior notice of the proposed amendment has been furnished to each Member.

Sec. 2. A majority vote of Commissioners shall be necessary to adopt any amendment to these bylaws.

Sec. 3. In any instance where these bylaws are in conflict with the "Joint and Cooperative Agreement", the Agreement shall control.

## **ARTICLE IX**

### **TECHNICAL ADVISORY COMMITTEE**

Section 1. There is hereby created a Technical Advisory Committee (TAC) of the Board.

Sec. 2. The Council of each Member may appoint a TAC member, and one or more alternate members of the TAC who may act in the absence of the TAC member. The clerk of each Member city shall notify the Secretary of the Commission of such appointments. TAC members may be, but need not be, members of the Board. TAC members shall serve at the pleasure of the Council that appoints them and are not required to meet statutory qualifications for board members.

Sec. 3. The TAC is a committee of the Board and its meetings shall be subject to the Minnesota Open Meeting Law, Minn. Stat., Ch. 13D.

Sec. 4. The Board may by resolution delegate to the TAC any duties or responsibilities that may lawfully be so delegated.

Sec. 5. Notice of all regular and special meetings of the Board shall be given to all TAC

members, and copies of all correspondence, agenda materials and other written materials provided to members of the Board shall also be provided to TAC members.

Sec. 6. TAC members may attend and participate in all meetings of the Board. TAC members shall not have the authority to make motions or vote on matters before the Board but shall otherwise have the rights of a Commissioner to question, discuss, debate and comment on any matter before the Board.

Adopted this 15th day of November, 1984.

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Chair

Attest:

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Secretary

Article V, Secs. 1 and 2 amended by Res. 96-2, adopted August 15, 1996.

Article V, Secs. 1 and 2 and Article IV, Sec. 2 amended by Res. 97-6 adopted April 17, 1997.

Article IX added by Res. 01-01, adopted July 19, 2001.

Articles I through IX amended by Res. 12-07, adopted September 20, 2012.

**BCWMC FY2023 Administrative Calendar  
(Not a complete list of meeting items)**

<b>FEBRUARY 16<sup>th</sup></b> <b>8:30 a.m.</b> <b>Golden Valley City Hall</b>	Elect Officers – Chair, Vice Chair, Secretary, Treasurer
	Appoint Committee Members – Budget, Administrative Services, Education, Technical Advisory Committee liaisons, Plan Steering Committee (see committee descriptions below)
	Designate official depositories and review year-end financial report
	Designate <i>Finance and Commerce</i> as the Official News Publication of the Commission
	Adopt Data Practices Policy
	Review of open meeting law
	Review Roles and Responsibilities Document and Bylaws
	Approve engagement letter for 2022 financial audit
	Review options for linear project requirements
	Plan for Feb 28 <sup>th</sup> Plan Kick Off Public Open House
	Commissioners complete conflict of interest forms for auditor
<b>MARCH 16<sup>th</sup></b> <b>8:30 a.m.</b> <b>Golden Valley City Hall</b>	Review TAC Recommendations on 5-year Capital Improvement Program
	Review results of public open house
	Approve WOMP agreement with Met Council
	Set Public Hearing for May 18 <sup>th</sup> for Minor Plan Amendment
<b>APRIL 20<sup>th</sup></b> <b>8:30 a.m.</b> <b>Golden Valley City Hall</b>	Review draft feasibility study for Ponderosa Woods Stream Restoration Project
	Review draft feasibility study for Bassett Creek Main Stem Restoration Project
	Approve CAMP agreement with Met Council
	Approve agreements for Curly-leaf Pondweed control with herbicide contractor and with TRPD for Medicine Lake cooperation
<b>MAY 18<sup>th</sup></b> <b>8:30 a.m.</b> <b>Golden Valley City Hall</b>  <b>PUBLIC HEARING</b>	Hold public hearing on minor plan amendment to update CIP
	Approve final feasibility study for Ponderosa Woods Stream Restoration Project
	Approve 2022 annual report
	Approve final feasibility study for Bassett Creek Main Stem Restoration Project
	Approve not to waive monetary limits on municipal tort liability

	Review 2024 draft operating budget
<b>JUNE 15<sup>th</sup></b> 8:30 a.m. <b>Golden Valley City Hall</b>	Review status of 2023 operating budget
	Approve Proposed 2024 Operating Budget and submit to cities for review
	Approve maximum 2024 levy request for Hennepin County
	Accept financial audit
<b>JULY 20<sup>th</sup></b> 8:30 a.m. <b>Golden Valley City Hall</b>	
	Consider Resolutions for MN Association of Watershed Districts
	Review 2022 Monitoring Reports
	Set Public Hearing for September 21 <sup>st</sup> on 2024 CIP projects
<b>AUGUST 17<sup>th</sup></b> 8:30 a.m. <b>Golden Valley City Hall</b>	Approve final 2024 Operating Budget
	Consider scope of work for development of feasibility studies for 2025 CIP projects
	Finalize resolutions for consideration by MAWD Resolutions Committee
<b>SEPTEMBER 21<sup>st</sup></b> 8:30 a.m. <b>Golden Valley City Hall</b>  <b>PUBLIC HEARING</b>	Certify final 2024 levy costs to Hennepin County
	Hold public hearing on 2024 CIP projects (Ponderosa Woods and Bassett Creek Main Stem Stream Restoration Projects)
	Enter agreements with Plymouth and Golden Valley for implementation of Ponderosa Woods and Bassett Creek Main Stem Stream Restoration Projects, respectively
<b>OCTOBER 19<sup>th</sup></b> 8:30 a.m. <b>Golden Valley City Hall</b>	Review status of 2023 Operating Budget
	Consider Administrator and Commissioner attendance at MN Watersheds Conference
<b>WEDNESDAY</b> <b>NOVEMBER 15<sup>th</sup></b> 8:30 a.m. <b>Golden Valley City Hall</b>	Appoint MN Watershed Annual meeting delegates
	Review MN Watersheds resolutions
	Discuss staff evaluation process
<b>DECEMBER 21<sup>st</sup></b> 8:30 a.m. <b>Golden Valley City Hall</b>	Receive update on MN Watersheds Annual Meeting
	Review Staff Evaluation Results

<b>January 18, 2024 8:30 a.m. Golden Valley City Hall</b>	Approve contracts for 2024 work

<b>CONTRACTS and AGREEMENTS</b>	Met Council – Watershed Outlet Monitoring Program (WOMP) Met Council – Citizen Assisted Monitoring Program (CAMP) Stantec – WOMP monitoring HDR – Website maintenance and hosting Keystone Waters – Administrator Redpath – Financial Services Barr Engineering – General Technical Services Kennedy & Graven – Legal Services MMKR – Financial Audit
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<b>BCWMC Committees</b>	
<b>Budget Committee</b>  Meetings: March April Additional as needed	<b>KEY ROLE:</b> Develop annual Operating Budget & City Assessments <ul style="list-style-type: none"> <li>• Review ideas and staff recommendations for 2024 programs/budget items</li> <li>• Develop and recommend 2024 operating budget and city assessments</li> <li>• Timeline:               <ul style="list-style-type: none"> <li>○ March and April committee develops recommendation on 2024 budget</li> <li>○ May Commission meeting: submit draft recommendations</li> <li>○ June Commission meeting: approval of proposed 2024 budget/assessments</li> <li>○ July 1 – August 1: Cites review proposed budget/assessments and provide comments</li> <li>○ August Commission meeting: final approval of 2024 budget/assessments</li> </ul> </li> </ul>
<b>Education Committee</b>  Meetings: TBD	<b>KEY ROLE:</b> Develop annual Education and Outreach Plan, assist with outreach and education events <ul style="list-style-type: none"> <li>• Discuss options for education programs, trainings, and partnerships</li> <li>• Develop 2024 education and outreach plan and present at March or April Commission meeting               <ul style="list-style-type: none"> <li>○ Assist with implementation of plan, as needed</li> <li>○ Assist with outreach at education events</li> </ul> </li> <li>• Recommend further improvements to BCWMC website</li> <li>• Represent Commission on West Metro Water Alliance</li> </ul>
<b>Administrative Services Committee</b> TBD	<b>KEY ROLE:</b> Guide development of policy and overall processes of Commission; evaluate staff <ul style="list-style-type: none"> <li>• Review and suggest updates or revisions to the Joint Powers Agreement</li> <li>• Evaluate staff and report results</li> </ul>
<b>Technical Advisory Committee</b> Meets at 10:30 on the first Wednesday of the month, Wirth Lake Room, Brookview	<b>KEY ROLE:</b> Provide guidance and recommendations and assist with developing policies related to technical aspects of Commission projects and activities. <ul style="list-style-type: none"> <li>• Recommend projects and assist with development of 2025 - 2029 Capital Improvement Program</li> <li>• Review results of projects or studies as requested by Commission</li> </ul>

<p><b>Plan Steering Committee</b> Likely meeting monthly starting in June or July and continuing through 2024</p>	<p>KEY ROLE: Guide the development of policies, programs, and activities in the 2025 Watershed Management Plan</p> <p>This committee is expected to do some “heavy lifting” in the development of the watershed management plan including:</p> <ul style="list-style-type: none"><li>• Review materials, background, and options in preparation for monthly committee meetings</li><li>• Participate in monthly meetings, providing feedback and thoughtful dialogue</li><li>• Present recommendations to whole Commission</li><li>• Participate in occasional meetings with broader Planning TAC including cities and state review agencies and partners</li></ul>
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## Bassett Creek Watershed Management Commission

### General Provisions of Open Meeting Law

- I. What is the open meeting law and why is it important?
  - a. Section 13D of Minnesota State Law  
<https://www.revisor.mn.gov/statutes/?id=13D>
  - b. Ensures that meetings of governing bodies are conducted in public where public has access to decision making process
  - c. Prohibits actions or discussions from taking place in secret where it's impossible for the public to be fully informed about decisions or to detect improper influences
  - d. Protects government officials from accusations that business was conducted improperly
  
- II. What groups must abide by the open meeting law?
  - a. Best answer = all governing bodies and committees
  - b. Examples = city councils, county boards, soil and water conservation district boards, watershed district boards, watershed management organization boards, town boards, governing boards of school districts
  - c. Also applies to committees of governing bodies
  
- III. When does the open meeting law apply?
  - a. Safe answer = always
  - b. Quorums of any governing bodies or committee of the governing body
    - i. Quorum = minimum number of members required to be present to legally conduct business, usually a majority
  - c. Any time a quorum gathers to discuss, decide, or receive information about the official business or work of the governing body
  - d. Even when formal action is not being taken
  - e. Does NOT apply if group is getting together socially and NOT discussing official business (but be careful - it's easy and natural to discuss official business)
  
- IV. What are the key requirements of the open meeting law?
  - a. Meeting notices are required for regular, special, emergency, and closed meetings
  - b. Meetings must be open to public, in a public space
  - c. Meetings must be within borders of governing body's jurisdiction
  - d. Meeting materials must be available to public at the meeting
  - e. Meeting notes including voting record must be maintained and available to the public (usually in the form of meeting minutes)

- V. How does the open meeting law apply to the use of telecommunication technology?
  - a. Except under special exceptions, officials cannot “attend” meetings by phone
  - b. Can use interactive technology (such as Skype) if:
    - i. All officials can see and hear each other
    - ii. Members of the public at the meeting can see and hear all officials
    - iii. Off-site officials are located in a place accessible to the public
    - iv. At least one official is at the regular meeting location
    - v. Proper notice was given regarding the location of off-site officials
  - c. Use of telecommunication technology tends to disrupt the meeting
  - d. An exception to these general rules exists which allows for meetings to be conducted by telephone or through other electronic means during a health pandemic or a state or local emergency if in-person meetings are not otherwise practical or prudent (the Commission has been operating under this exception for almost two years)
  
- VI. How is the open meeting law most often broken?
  - a. Email use or texting among officials can be problematic
    - i. Serial emails from one official to another and another, essentially discussing an issue
    - ii. Using “reply all” on an email to all officials of a governing body (avoid this problem by using “blind copy” on emails to group of officials)
  - b. Failure to properly notice a meeting
  - c. Officials wanting to call into a meeting
  - d. Officials gathering for social functions and discussing official business (again, this tends to naturally happen)
  
- VII. What are the exceptions to the open meeting law?
  - a. There are seven exceptions that allow a governing body to go into a closed session: (1) labor negotiations; (2) performance evaluations; (3) attorney-client privilege; (4) discuss the purchase or sale of property; (5) discuss security reports; (6) discuss misconduct allegations; and (7) discuss certain not-public data
  - b. Each exception above has specific rules and procedures and so before closing a meeting pursuant to an exception, the governing body should consult with legal counsel
  
- VIII. Violations can subject officials to litigation and personal liability, including fines, other fees and costs, and even forfeiture of office

For further reading:

Information Brief from MN House of Representatives on MN Open Meeting Law  
<http://www.house.leg.state.mn.us/hrd/pubs/openmtg.pdf>

MN Statutes Chapter 13D. Open Meeting Law  
<https://www.revisor.mn.gov/statutes/?id=13D>





## Memorandum

**To:** Bassett Creek Watershed Management Commission  
**From:** Barr Engineering Co.  
**Subject:** Item 6A: Project Update and Consider Approval of Application for Payment No. 1 for Main Stem Lagoon Dredging Project  
BCWMC February 16, 2023 Meeting Agenda  
**Date:** February 7, 2023

### Recommendation:

The Commission Engineer recommends that the Commission approve the Application for Payment No. 1 submitted by Fitzgerald Excavating & Trucking Inc. in the amount of \$363,375.00

### Project Update

Fitzgerald Excavating & Trucking Inc. (Fitzgerald), the contractor performing the construction work for the Main Stem Lagoon Dredging Project submitted Application for Payment No. 1 (see attached) to cover work completed through January 31, 2023.

Prior to beginning construction, Fitzgerald obtained all required permits, including a Minneapolis Park and Recreation Board (MPRB) Construction Permit, a Golden Valley Right-of-Way permit, and a Golden Valley Construction Stormwater Permit. With all required permits in place, MPRB then signed the Wetland Responsibility Form.

The work completed through January 31 includes mobilization, clearing and grubbing, erosion and sediment control, water control, dredging, and landfill disposal of 8,000 cubic yards of contaminated sediment. The total estimated amount of sediment to be removed by the end of the project is 39,600 cubic yards. The contractor began dredging work on January 9, 2023, starting in Lagoon E (middle of the three lagoons) and expects to complete work in Lagoon E on February 10, 2023. The contractor began dredging sediment in Lagoon F (north of Lagoon E) on February 1, 2023.

Project challenges included warm weather (including rain) that made for more difficult construction conditions for the contractor. Although the dredging work is currently behind schedule, we anticipate the project to be completed this year. With the weather-related issues, Fitzgerald requested an extension to their MPRB Construction Permit to allow work to continue past February 14 and up until spring road restrictions are in place. On February 7, 2023, the MPRB approved the permit extension as requested. Spring road restrictions are anticipated to start in early to mid-March based on historical information.

On each day the contractor is working, Commission Engineers are onsite providing construction observation. The Commission Engineer also maintains ongoing close contact with the contractor, MPRB staff, and the administrator. Onsite construction meetings are held with the contractor every week. The Commission Engineer receives daily reports from the landfill on quantities of dredge material delivered.

**To:** Bassett Creek Watershed Management Commission  
**From:** Barr Engineering Co.  
**Subject:** Item 6A: Project Update and Consider Approval of Application for Payment No. 1 for Main Stem Lagoon Dredging Project  
BCWMC February 16, 2023 Meeting Agenda  
**Date:** February 7, 2023  
**Page:** 2

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We recommend that the Commission approve and sign the Application for Payment No. 1 and pay Fitzgerald \$363,375.00 as set forth in the attached documents.

The commissioners can find information about the project on the BCWMC project webpage:  
[www.bassettcreekwmo.org/projects/all-projects/bassett-creek-main-stem-lagoon-dredging-project](http://www.bassettcreekwmo.org/projects/all-projects/bassett-creek-main-stem-lagoon-dredging-project).

**Application for Payment No. 1**  
**Main Stem Lagoon Dredging Project**  
**Bassett Creek Watershed Management Commission**

**Owner:** Bassett Creek Watershed Management Commission

**Contractor:** Fitzgerald Excavating & Trucking, Inc.      **Engineer:** Barr Engineering, Co.

For work accomplished through the date of January 31, 2023

1.0	Completed to Date:	<u>\$382,500.00</u>
2.0	Less Previously Billed:	<u>\$0.00</u>
3.0	Amount Completed This Period:	<u>\$382,500.00</u>
4.0	Amount Previously Retained:	<u>\$0.00</u>
5.0	Amount Retained This Period (See Note 1):	<u>\$19,125.00</u>
6.0	Total Amount Retained:	<u>\$19,125.00</u>
7.0	Retainage Released Through This Period:	<u>\$0.00</u>
8.0	Less Total Retainage Remaining:	<u>\$19,125.00</u>
9.0	Less Amounts Previously Paid:	<u>\$0.00</u>
10.0	Amount Due This Estimate:	<u>\$363,375.00</u>

Note 1: From the total amounts ascertained as payable, an amount equivalent to but not less than 5 percent of the whole will be deducted and retained by the city in protection of its interests until releases as hereafter provided.

**CONTRACTOR's Certification**

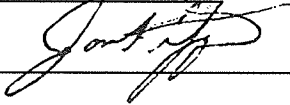
The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through n/a inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

SUBMITTED BY:

Name: JASON FITZGERALD Date: 2/3/2023

Title: Project Manager

Contractor: Fitzgerald Excavation and Trucking


Signature: \_\_\_\_\_  


RECOMMENDED BY:

Name: Patrick Brockamp Date: 02/03/2023

Title: Project Engineer

Engineer: Barr Engineering Co.

Signature: \_\_\_\_\_  


APPROVED BY:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Owner: BCWMC

Signature: \_\_\_\_\_

**Main Stem Lagoon Dredging Project**  
**Bassett Creek Watershed Management Commission**  
**Summary of Work Completed Through January 31, 2023 for Progress Payment No. 1**

Item	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Fitzgerald Excavation & Trucking		(1) Total Completed This Period		(2) Total Completed Previous Periods		(3) Total Completed To Date	
				UNIT COST	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
1	Mobilization / Demobilization	LS	1	\$ 198,000.00	\$ 198,000.00	0.5	\$ 99,000.00	0	\$ -	0	\$ -
2	Clearing and Grubbing	LS	1	\$ 40,000.00	\$ 40,000.00	0.2	\$ 8,000.00	0	\$ -	0	\$ -
3	Erosion and Sediment Control	LS	1	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00	0	\$ -	0	\$ -
4	Control of Water and Dewatering	LS	1	\$ 10,000.00	\$ 10,000.00	0.5	\$ 5,000.00	0	\$ -	0	\$ -
5	Remove and Dispose of Dredged Material at Landfill (P)	CY	39600	\$ 33.50	\$ 1,326,600.00	8000	\$ 268,000.00	0	\$ -	0	\$ -
6	Live Stakes	EACH	50	\$ 12.00	\$ 600.00	0	\$ -	0	\$ -	0	\$ -
7	Seeding - Seed Mix 1	ACRE	0.06	\$ 3,000.00	\$ 180.00	0	\$ -	0	\$ -	0	\$ -
8	Seeding - Seed Mix 2	ACRE	0.4	\$ 3,000.00	\$ 1,200.00	0	\$ -	0	\$ -	0	\$ -
9	Seeding - Seed Mix 3	ACRE	0.13	\$ 3,000.00	\$ 390.00	0	\$ -	0	\$ -	0	\$ -
10	Hydromulch	SY	1000	\$ 1.00	\$ 1,000.00	0	\$ -	0	\$ -	0	\$ -
11	Erosion Control Blanket	SY	3000	\$ 2.00	\$ 6,000.00	0	\$ -	0	\$ -	0	\$ -
<b>BASE BID TOTAL</b>					<b>\$ 1,588,970.00</b>		<b>\$ 382,500.00</b>		<b>\$ -</b>		<b>\$ 382,500.00</b>
<b>CHANGE ORDER - ADDITIONAL ITEMS</b>											
					\$ -	0	\$ -	0	\$ -	0	\$ -
<b>SUBTOTAL CHANGE ORDERS</b>					<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>TOTAL BASE BID PLUS CHANGE ORDERS</b>					<b>\$ 1,588,970.00</b>		<b>\$ 382,500.00</b>		<b>\$ -</b>		<b>\$ 382,500.00</b>
<b>RETAINAGE (5%)</b>							<b>\$ 19,125.00</b>		<b>\$ -</b>		<b>\$ 19,125.00</b>
<b>TOTAL AMOUNT DUE:</b>							<b>\$ 363,375.00</b>		<b>\$ -</b>		<b>\$ 363,375.00</b>



## Bassett Creek Watershed Management Commission

### MEMO

To: BCWMC Commissioners and Alternate Commissioners  
From: Laura Jester, Administrator and Commission Engineers  
Date: February 8, 2023 – **REVISED FROM JANUARY 9<sup>TH</sup>**

#### **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 reviewed the past and current BCWMC standards, Minnesota Pollution Control Agency (MPCA) MS4 standards and member city standards for linear projects and developed 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](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 adopted the Minimal Impact Design Standard (MIDS) triggers and standards 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 (2015) 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.

#### **Flexible Treatment Options:**

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 MPCA's latest Municipal Separate Storm Sewer Systems (MS4) general permit, which cities must follow, includes new requirements for linear projects. It's important to note that these requirements for linear projects could change with the next MS4 permit update; the current MS4 permit expires in 2025 (although the permit could be extended).

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 updated BCWMC linear standards comparison data 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.”

### **Next Steps**

In accordance with the work scope to address this complex issue, Commission staff are seeking direction from the Commission regarding potential changes to the BCWMC’s current linear project standards. We recommend the Commission consider and discuss the options listed below. This discussion is not meant to set policy and no final decisions are expected at this meeting. This discussion is meant to provide Commission staff with guidance on which, if any, of these options should be explored further.

1. Remove the triggers and water quality and rate control standards for linear projects from the BCWMC’s Requirements document, but leave in place the triggers and erosion and sediment control standards for linear projects. In this scenario, the cities and other MS4 permit holders would need to meet the MPCA’s 2020 MS4 permit requirements, which should mean implementation of more water quality improvement measures on linear projects than occurred before the new MS4 permit (a move in the right direction). This would also mean no BCWMC reviews of linear projects for water quality and rate control.
2. Do nothing– leave the BCWMC’s current triggers and water quality and rate control standards for linear projects in place. As in option 1 above, the cities and other MS4 permit holders would need to meet the MS4 permit requirements, but applicants would also need to meet the BCWMC requirements when linear projects trigger the requirements.
3. Adopt the MPCA’s 2020 MS4 permit standards for linear projects. Due to the vague language in the MS4 permit, for this option we recommend that the Commission add guidance to their requirements to help define currently nebulous terms and add a level of fairness and unambiguity to the BCWMC project reviews. If such guidance tools or documents are not developed by others, such as the Minnesota Cities Stormwater Coalition, then the BCWMC could consider developing tools specifically for BCWMC. Guidance tools could be checklists, worksheets, or forms for use by cities (and other applicants) to ensure consistent implementation and documentation.
4. Same as option 3, but add a minimum standard to the BCWMC requirements for linear projects, which could be the BCWMC’s existing standards or could be something different.

5. Adopt linear project standards that are completely different from MS4 standards that strike a balance between the former (2015) and current BCWMC standards.

Draft revisions to BCWMC policy and requirements language would be made during Phase 3 of Plan development in the Fall of 2023. Revision of BCWMC policy would follow the general process outlined in the overall Plan development scope found here:

[https://www.bassettcreekwmo.org/application/files/9916/4696/5860/Item\\_7D\\_Final\\_2025\\_WMP\\_Scope\\_Budget.pdf](https://www.bassettcreekwmo.org/application/files/9916/4696/5860/Item_7D_Final_2025_WMP_Scope_Budget.pdf).



You're Invited!

## Bassett Creek Watershed Public Open House & Information Exchange

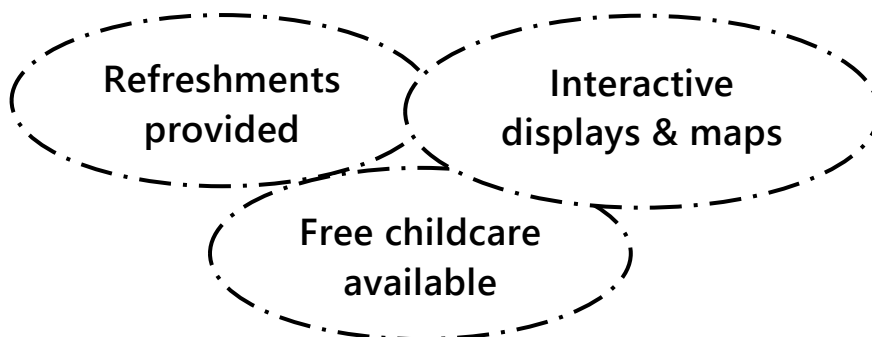


Tuesday, February 28, 2023  
4:00 – 7:00 p.m.

Golden Valley Library  
830 Winnetka Ave. N.  
Golden Valley, MN 55427

The Bassett Creek Watershed Management Commission is setting priorities and planning its work for the next ten years and invites **YOU** to be part of the process. Learn what we've heard so far from residents, cities, and partners. Then lend **YOUR** insights and ideas through maps and conversations with BCWMC commissioners and staff.

- What would you like to learn about the Bassett Creek Watershed?
- What concerns do you have about lakes, streams, and wetlands in your community and what ideas do you have to protect and improve them?



Drop in anytime between  
4:00 and 7:00 p.m. to join  
in conversation and ideas-  
exchange!

No registration required.

Learn more about the BCWMC planning process using the  
QR code or at [www.bassettcreekwmo.org/2025-plan-update](http://www.bassettcreekwmo.org/2025-plan-update).







## Bassett Creek Watershed Management Commission MEMO

Date: February 7, 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 10<sup>th</sup> and a public hearing on the water level drawdown was held April 16<sup>th</sup>. 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 1<sup>st</sup> phase of construction was complete with the ponds formed and constructed. The contractor began driving piles in late January and began installing underground piping in early February. 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 28<sup>th</sup>. 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 5<sup>th</sup>, 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):** 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 was presented in January. A reassessment of carp populations was approved for 2024 along with carp removals through box netting, if needed. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=277>.

**Sweeney Lake Water Quality Improvement Project, Golden Valley (SL-8):** This project was added to the 2020 CIP list after receiving a federal 319 grant from the MPCA. It is partially a result of the carp surveys completed through the Schaper Pond Diversion Project and a study of the year-round aeration on Sweeney Lake. This project will treat curly-leaf pondweed in spring 2020, will remove carp in summer 2020, and will perform an alum treatment on Sweeney Lake in late summer 2020. The project was officially ordered by the Commission after a public hearing in September 2019. A public open house on this project was held via Webex on April 8<sup>th</sup> 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 16<sup>th</sup>. Post treatment water quality results were presented in January and an interim grant report, budget update, and invoice to MPCA were submitted by February 1<sup>st</sup>. The lake is slated to be removed from the impaired waters list in 2024. This project and all reporting will be complete early this year. 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 20<sup>th</sup>. 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 2<sup>nd</sup> treatment may be needed in the future. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=278>.

**2013 Four Seasons Area Water Quality Project (NL-2) (No change since January):** 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](http://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](http://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](http://www.bassettcreekwmo.org/projects/all-projects/mt-olivet-stream-restoration-project)



**2021 Main Stem Lagoon Dredging Project (BC-7) (See Item 6A):** 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 7<sup>th</sup> 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 28<sup>th</sup>. Tree removal and pond access route establishment was conducted in early January and dredging began shortly thereafter (see photo from Lagoon E). A project update and first pay request is included in Item 6A. Project website: [www.bassettcreekwmo.org/projects/all-projects/bassett-creek-main-stem-lagoon-dredging-project](http://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 3<sup>rd</sup> 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 and winter construction was finished in late

January. T Contractor has demobilized from the site until spring. The city plans to award a contract for the site restoration at the February 7<sup>th</sup> city council meeting. [www.bassettcreekwmo.org/projects/all-projects/medley-park-stormwater-treatment-facility](http://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 8<sup>th</sup>. 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 3<sup>rd</sup>. 50% Design Plans were approved at the January meeting. A public open house was held September 29<sup>th</sup>. 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](http://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 January 11 – February 7, 2023**

Subject	Work Progress
<b>CIP</b>	<ul style="list-style-type: none"> <li>• <a href="#">Four Seasons Water Quality Improvement Project</a>: Discussed project status with Plymouth staff</li> <li>• <a href="#">Main Stem Lagoon Dredging Project</a>: Reviewed weekly information related to project progress, permitting, and access. Created QR code and refined flyer for posting at the construction site. Reviewed pay request #1 and reviewed/edited cover memo. Submitted U.S. Census Bureau forms on dredging project budgets and progress; corresponded with resident concerned about project impact on certain willow trees and request to acquire some dredge material for a research project</li> <li>• <a href="#">Main Stem Restoration Project Regent Ave to Golden Valley Road Project</a>: Participated in meeting with Commission Engineer and city staff to plan for public open house</li> <li>• <a href="#">Ponderosa Woods Stream Restoration Project</a>: Reviewed information boards for public open house and discussed with Commission Engineers and city staff</li> <li>• <a href="#">Bryn Mawr Meadows Water Quality Project</a>: Reviewing regular construction updates and corresponding with Commission Engineer on engineering services budget</li> </ul>
<b>Henn Co. Chloride Initiative</b>	<ul style="list-style-type: none"> <li>• Developed slides for and participated in for Low Salt, No Salt Minnesota (LSNS) outreach program Train the Trainer event</li> <li>• Discussed LSNS program with Star Tribune reporter and gave CCX interview</li> <li>• Responded to other inquiries about LSNS program from MPCA and others</li> <li>• Corresponded with broad HCCI group to determine path forward and find next coordinator</li> <li>• Listened to MCEA webinar on legislative update for limited liability status</li> </ul>
<b>Education &amp; West Metro Water Alliance</b>	<ul style="list-style-type: none"> <li>• Attended Watershed Partners virtual meeting on salt reduction programs</li> <li>• Attended WMWA monthly meeting</li> <li>• Participated in focus group meeting with city staff from WMWA area to learn how the new Hennepin County educator program could help fulfill their MS4 education requirements</li> <li>•</li> </ul>
<b>Administration</b>	<ul style="list-style-type: none"> <li>• 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</li> </ul>



	<p>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 February Commission meeting;</p> <ul style="list-style-type: none"> <li>• Prepared for and attended Met Council Water Policy Workgroup Meeting</li> <li>• Followed up with Commissioner Fernando's staff re: setting date for Bassett Creek Valley multi-jurisdictional partnership meeting</li> <li>• Developed agenda and materials for February 1<sup>st</sup> TAC meeting</li> <li>• Discussed letter from TAC chair with the TAC chair, BCWMC Chair Cesnik, Commission Engineer, and Commission Attorney</li> <li>• Corresponded with Commissioners and State Campaign Finance Board staff re: annual forms for filing</li> <li>• Drafted January Commission meeting minutes</li> <li>• Participated in DEI workgroup meeting and female watershed administrator's meeting</li> <li>• Reviewed letters of interest proposals from legal and engineering firms</li> <li>• Reviewed draft Bassett's Creek Park Natural Resources Management Plan and discussed upcoming plans and opportunities with Friends of Bassett Creek leaders</li> <li>• Assisted accountants with gathering information for 1099s</li> <li>• Corresponded with residents re: Wood Creek erosion, snow piles on MnDOT property, and road construction project in Minneapolis</li> <li>• Sent 2023 operating budget and codes to Commission Engineer and accountants</li> <li>• Drafted resolutions for Feb meeting and corresponded with Commission Attorney</li> <li>• Reviewed proposed Golden Valley land use amendment</li> </ul>
<b>MAWD</b>	<ul style="list-style-type: none"> <li>• Participated in Metro Watersheds January meeting and had some follow up correspondence</li> <li>• Participated in MN Watersheds Handbook Committee meeting</li> <li>• Coordinated participation in MN Watersheds Legislative Event and registered Commissioner Carlson</li> </ul>
<b>Grant Work</b>	<ul style="list-style-type: none"> <li>• Submitted interim reports and financial reports for Clean Water Fund grants for Medley Park Stormwater Project, Lagoon Dredging Project, and Bryn Mawr Water Quality Improvement Project</li> <li>• Developed and submitted interim report, budget status spreadsheet, and invoice for Sweeney Lake Water Quality Improvement Project</li> </ul>
<b>2025 Watershed Management Plan</b>	<ul style="list-style-type: none"> <li>• Assisted with revising memo on linear project standards for Commission consideration</li> <li>• Met with Commission Engineers for bi-weekly check in meetings and updated task list</li> <li>• Reviewed various state and watershed plans for policies and strategies related to climate resiliency and populated spreadsheet with the information</li> <li>• Created poll to find date for public open house; developed invitation and began inviting stakeholder groups</li> <li>• Corresponded with Native community member re: focus group development</li> </ul>