



# Bassett Creek Watershed Management Commission

Regular Meeting  
Thursday, March 21, 2024  
8:30 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 – February 15, 2024 Commission Meeting
- B. Acceptance of March Financial Report
- C. Approval of Payment of Invoices
  - i. Keystone Waters, LLC – February 2024 Administration
  - ii. Keystone Waters, LLC – February 2024 Administrative Expenses
  - iii. Barr Engineering – February 2024 Engineering Services
  - iv. Triple D Espresso – Meeting Catering
  - v. City of Plymouth – February Accounting Services
  - vi. Kennedy and Graven – Legal Services
  - vii. Shingle Creek WMC – 2024 West Metro Water Alliance
  - viii. Stantec – WOMP Services
  - ix. Safeguard – Checks for Banking
- D. Approval of Reimbursement of Channel Maintenance Funds to City of Plymouth
- E. Approval to Amend Watershed Map Design Contract
- F. Approval to Appoint Commissioner Hauer to Administrative Committee

### 5. BUSINESS

- A. Receive Update on Sochacki Water Quality Improvement Project (20 min)
- B. Review Draft Revised Joint Powers Agreement (40 min)
  - i. Updated Joint Powers Agreement
  - ii. Existing Joint Powers Agreement with Changes Noted
- C. Consider Funding for Sweeney Lake Eurasian Watermilfoil Survey and Treatment (10 min)
- D. Receive Presentation on Ĥaĥa Wakpadaŋ Oral History Project (25 min)
- E. Consider Adoption of Land and Water Acknowledgement Statement (20 min)
- F. Discuss Study of Creek Co-naming Opportunities (20 min)

### 6. COMMUNICATIONS (15 minutes)

- A. Administrator's Report
  - i. Report on MN Association of Watershed Administrators Meeting
  - ii. New [Interactive Paddling Map](#)
  - iii. Watershed Based Implementation Funding Convene Meeting
  - iv. Audit Conflict of Interest Form
- B. Engineer
  - i. Evaluation of Local Flooding on Plymouth's Behalf
- C. Legal Counsel
- D. Chair
- E. Commissioners
  - i. Report on MN Watersheds Legislative Event
- F. TAC Members
  - i. Report on March 7<sup>th</sup> Meeting
  - ii. Appoint Liaison for April 3<sup>rd</sup> Meeting
- G. Committees
  - i. Plan Steering Committee
  - ii. Education Committee
  - iii. Budget Committee

## 7. INFORMATION ONLY (Information online only)

- A. Administrative Calendar
- B. CIP Project Updates [www.bassettcreekwmo.org/projects](http://www.bassettcreekwmo.org/projects)
- C. Grant Tracking Summary and Spreadsheet
- D. Watershed Partners 2023 Annual Report
- E. MN Watersheds February Newsletter
- F. WCA Application, Minnetonka
- G. AIS Detection Training

## 8. ADJOURNMENT

### Upcoming Meetings & Events

- BCWMC Budget Committee Meeting: Friday, March 22, 9:00 a.m., Sweeney Lake Room, Brookview
- Discover Plymouth Event: March 23, 9:00 a.m. – 2:00 p.m.: Plymouth Community Center Fieldhouse
- BCWMC Education Committee Meeting: Tuesday, April 2, 4:00 p.m., Rice Lake Room, Brookview
- BCWMC Plan Steering Committee Meeting: Wednesday, April 3, 8:30 a.m., Wirth Lake Room, Brookview
- BCWMC Technical Advisory Committee Meeting: Wednesday, April 3, 10:30 a.m., Wirth Lake Room, Brookview
- Metro Watersheds Quarterly Meeting: Tuesday, April 16, 7:00 p.m., Capitol Region Watershed District, St. Paul



# Bassett Creek Watershed Management Commission

## AGENDA MEMO

Date: March 14, 2024

To: BCWMC Commissioners

From: Laura Jester, Administrator

RE: Background Information for 3/21/24 BCWMC Meeting

1. **CALL TO ORDER and ROLL CALL**
2. **PUBLIC FORUM ON NON-AGENDA ITEMS**
3. **APPROVAL OF AGENDA – ACTION ITEM with attachment**
  
4. **CONSENT AGENDA**
  - A. Approval of Minutes – February 15, 2024 Commission Meeting- ACTION ITEM with attachment
  
  - B. Acceptance of March Financial Report - ACTION ITEMS 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 – February 2024 Administration
    - ii. Keystone Waters, LLC – February 2024 Administrative Expenses
    - iii. Barr Engineering – February 2024 Engineering Services
    - iv. Triple D Espresso – Meeting Catering
    - v. City of Plymouth – February Accounting Services
    - vi. Kennedy and Graven – Legal Services
    - vii. Shingle Creek WMC – 2024 West Metro Water Alliance
    - viii. Stantec – WOMP Services
    - ix. Safeguard – Checks for Banking
  
  - D. Approval of Reimbursement of Channel Maintenance Funds to City of Plymouth – ACTION ITEM with attachment – At the meeting in October 2022, the Commission approved the use of \$25,099 in Channel Maintenance Funds by the City of Plymouth. An agreement with the city was subsequently executed in April 2023 after project designs were approved by the Commission Engineer. The project is complete and the City of Plymouth is requesting reimbursement of \$25,099. I reviewed the project and expense materials, including record drawings and certification. I recommend approval.
  
  - E. Approval to Amend Watershed Map Design Contract – ACTION ITEM with attachment – At the meeting in September 2022, the Commission [approved a contract](#) with INCASE, LLC for redesign and printing of the popular Bassett Creek Watershed map. The Education Committee has met three times to discuss the map and has provided various ideas and recommendations on revisions and redesign elements. The contractor has worked diligently and thoughtfully to incorporate the committee’s ideas and recommendations. He attended one committee meeting in order to streamline discussion and plans to attend at least one more committee meeting. The project is turning out to be more involved than anticipated and additional funding is likely needed to complete the project. The contractor estimates needing up to \$1,500 in additional funding to complete the project. I recommend amending the contract to add \$2,000 in order to cover additional unforeseen items. Commission Attorney Anderson drafted the amendment included with meeting materials. The Education and Outreach budget has funding available for this amendment.
  
  - F. Approval to Appoint Commissioner Hauer to Administrative Committee – ACTION ITEM no attachment – Commissioner Hauer would like to participate on the BCWMC Administrative

Committee. Staff recommends officially appointing her to the committee.

## 5. BUSINESS

- A. Receive Update on Sochacki Water Quality Improvement Project (20 min) – INFORMATION ITEM with attachment – *At the meeting in September 2022, the Commission officially ordered this Capital Improvement Project (CIP) and allocated \$600,000 towards its implementation. Since then, project partners have discussed implementation timelines and sequencing. At this meeting, staff will present an update on the project and take input on provisions that should be considered for the cooperative agreement among partners. Please see the memo and materials attached, including some good news about project funding.*
- B. Review Draft Revised Joint Powers Agreement (40 min) – DISCUSSION ITEM with attachments - *At their meeting in January, the Commission directed the Commission Attorney to update the BCWMC Joint Powers Agreement (JPA) which expires on January 1, 2025. Updates to the JPA were to include streamlining, simplifying, and reorganizing for clarity; updating provisions based on current policies and practices; and ensuring that the JPA includes all mandated provisions contained in Minnesota Rules, section 8410.0030. Please see the attached memo and review the updated JPA. The existing JPA is also attached and includes notes on how the document was updated and where to find provisions in the new document. The Commission Attorney will walk through major revisions and take input. Ideally, a final draft that's ready for city review will be approved at the April meeting.*
- i. Updated Joint Powers Agreement
  - ii. Existing Joint Powers Agreement with Changes Noted
- C. Consider Funding for Sweeney Lake Eurasian Watermilfoil Survey and Treatment (10 min) – ACTION ITEM with attachment – *At the meeting in January, the Commission approved submittal of an Aquatic Invasive Species (AIS) prevention grant application to Hennepin County for a project aiming to eradicate Eurasian watermilfoil from Sweeney Lake. Please see the attached memo for updates and requested actions for project funding and implementation.*
- D. Receive Presentation on Ĥaĥa Wakpadaŋ Oral History Project (25 min) – INFORMATION ITEM with no attachment – *Crystal Boyd will present the origins, purpose, and key findings of the recently completed Ĥaĥa Wakpadaŋ Oral History Project. Through this project, 15 Indigenous people shared how they experience the watershed as part of their historic and contemporary cultures. The interviews were conducted by Dr. Kasey Keeler with support from Valley Community Presbyterian Church (in Golden Valley) and other partners including the BCWMC. The 15 interviews are available as podcasts and on YouTube at [www.youtube.com/playlist?list=PL5bNwUXzx9nffXi-Sj3AF3DCyhrb0TrT5](http://www.youtube.com/playlist?list=PL5bNwUXzx9nffXi-Sj3AF3DCyhrb0TrT5). A video that provides instruction on how to pronounce “Ĥaĥa Wakpadaŋ” is also available at: [www.youtube.com/watch?v=lwDrekIliNM](http://www.youtube.com/watch?v=lwDrekIliNM).*
- E. Consider Adoption of Land and Water Acknowledgement Statement (20 min) – DISCUSSION ITEM with attachment – *Chair Cesnik and Alternate Commissioner Gould developed the attached land and water acknowledgement statement for the Commission's consideration. I personally find the statement to be beautifully written, humbling, and inspiring. I recommend adoption by the Commission and a commitment to carry out the statement's call to action to identify and integrate Native wisdom in the stewardship of watershed resources.*
- F. Discuss Study of Creek Co-naming Opportunities (20 min) – DISCUSSION ITEM with attachment – *Please see the attached memo with ideas for studying co-naming opportunities.*

## 6. COMMUNICATIONS (15 minutes)

- A. Administrator's Report – **see attachment**
  - i. Report on MN Association of Watershed Administrators Meeting
  - ii. New [Interactive Paddling Map](#)
  - iii. Watershed Based Implementation Funding Convene Meeting
  - iv. Audit Conflict of Interest Form – **see attachment**
- B. Engineer
  - i. Evaluation of Local Flooding on Plymouth's Behalf
- C. Legal Counsel
- D. Chair
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  - i. Report on MN Watersheds Legislative Event
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## Bassett Creek Watershed Management Commission

**Minutes of Regular Meeting**  
**Thursday, February 15, 2024**  
**8:30 a.m.**  
**Golden Valley City Hall, 7800 Golden Valley Road**

**1. CALL TO ORDER and ROLL CALL**

On Thursday February 15, 2024 at 8:32 a.m. Chair Cesnik called 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	Joan Hauer	<i>Absent</i>	<i>Absent</i>
Golden Valley	Paula Pentel	Roxanne Gould	Eric Eckman
Medicine Lake	Clint Carlson	Shaun Kennedy	<i>Absent</i>
Minneapolis	Michael Welch	Jodi Polzin	<i>Absent</i>
Minnetonka	Maryna Chowhan	Stacy Harwell	<i>Absent</i>
New Hope	Jere Gwin-Lenth	<i>Absent</i>	Nick Macklem
Plymouth	Catherine Cesnik	<i>Absent</i>	Ben Scharenbroich
Robbinsdale	Wayne Sicora	Bob Stamos	Richard McCoy, Jenna Wolf
St. Louis Park	RJ Twiford	David Johnston	Erick Francis
<b>Administrator</b>	Laura Jester, Keystone Waters, LLC		
<b>Engineers</b>	Karen Chandler, Stephanie Johnson – Barr Engineering Co.		
<b>Recording Secretary</b>	<i>Vacant Position</i>		
<b>Legal Counsel</b>	Dave Anderson, Kennedy & Graven		
<b>Presenters/ Guests/Public</b>	Brittany Johnson, New Hope resident		

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

No public comments.

### 3. APPROVAL OF AGENDA

Administrator Jester requested that Item 4D be removed from the agenda because of incomplete submittal of documentation.

**MOTION:** Commissioner Gwin-Lenth moved to approve the agenda as amended. Commissioner Pentel seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

[Commissioner Sicora arrives.]

### 4. CONSENT AGENDA

Item 4D was removed from the consent agenda.

**MOTION:** Commissioner Gwin Lenth moved to approve the consent agenda as amended. Commissioner Pentel seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

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

- Approval of Minutes - January 18, 2024 Commission Meeting
- Acceptance of Financial Reports
- January (2023 Fiscal Year End)
- February 2024
- Approval of Payment of Invoices
- Approval of Agreement with MMKR for FY23 Financial Audit
- Approval to Designate Finance and Commerce as the Official News Publication of the BCWMC
- Approval to Adopt Data Practices Policy

### 5. ORGANIZATIONAL MEETING

#### A. Elect Officers

Commission Attorney Anderson facilitated the election of officers and asked if anyone is interested in being considered for the roles. The current officers indicated they were all interested in continuing in their roles.

**MOTION:** Commissioner Pentel moved to elect the current slate of officers: Commissioner Cesnik as Chair, Commissioner Welch as Vice Chair, and Commissioner Sicora as Secretary-Treasurer. Commissioner Welch seconded the motion. Upon a vote the motion carried 8-0 with the City of Minnetonka absent from the vote.

[Commissioner Carlson arrives.]

#### B. Review Roles and Responsibilities Document and Bylaws

Administrator Jester reminded commissioners that these documents are available online and may be helpful to review from time to time. She noted the roles and responsibilities document was updated last year.

#### C. Review 2024 Commission Calendar and Areas of Work

Administrator Jester reviewed the calendar of work and noted that business slated for various months is not an exhaustive list but includes the typical or routine items that occur throughout the year. She noted that the calendar is updated each month and included with informational items with each month's agenda. She also noted that it includes a list of BCWMC contractors and provides an overview of commission committees.

#### D. Appoint Committee Members

Chair Cesnik noted the importance of committee work and asked that all commissioners and alternate commissioners consider serving on one or more committees. Administrator Jester noted that TAC members and members of the public are also welcome to serve on committees. The following members and persons were appointed:



- i. Administrative Services Committee – Chair Cesnik, Vice Chair Welch, Commissioner Twiford, Commissioner Gwin-Lenth, Commissioner Pentel
- ii. Budget Committee – Chair Cesnik, Secretary/Treasurer Sicora, Commissioner Carlson, Commissioner Polzin (Administrator Jester will check with former commissioner Dave Anderson about his desire to be reappointed to the committee)

[Commissioner Chowhan and Alternate Commissioner Harwell arrive.]

- iii. Education Committee – Chair Cesnik, Commissioner Pentel, Commissioner Chowhan, Commissioner Hauer, Commissioner Twiford, Alternate Commissioner Gould, Alternate Commissioner Harwell, Alternate Commissioner Stamos, Alternate Commissioner Schultz, Alternate Commissioner Lenardson, Alternate Commissioner Vadali, TAC Member Chirpich, TAC Member Wolf, former alternate commissioner Lawrence
- iv. Plan Steering Committee – Chair Cesnik, Vice Chair Welch, Commissioner Hauer, Alternate Commissioner Harwell, Alternate Commissioner Kennedy, Alternate Commissioner Polzin, TAC member Scharenbroich, TAC member Eckman

**MOTION:** Commissioner Chowhan moved to approve the committee member appointments as noted above. Commissioner Carlson seconded the motion. Upon a vote the motion carried 9-0.

- v. Technical Advisory Committee Liaison – Commissioner Pentel requested to be appointed the permanent liaison to the TAC. Commissioner Welch expressed his preference to have a liaison appointed for each TAC meeting. It was noted that the role of the liaison has not been clear in the past. It was articulated that the liaison can participate in the discussion at TAC meetings but is not authorized to speak on behalf of the Commission unless directed by the Commission. TAC Member Eckman noted that liaisons appointed to city commissions (e.g., Parks and Rec Commission) listen during the meeting and act as a conduit for information between the council and the commission.

Alternate Commissioner Kennedy noted he plans to attend the TAC meetings to gather more background for development of the watershed plan.

**MOTION:** Commissioner Welch moved to continue the practice of appointing a TAC liaison on a meeting to meeting basis and for the Administrator to distribute TAC meeting materials to all commissioners. Commissioner Carlson seconded the motion.

Discussion: Commissioner Welch indicated that a TAC liaison should act as a bridge between the TAC and the Commission, listening to discussion and bringing information back to the Commission. He noted they could participate in the discussion from their personal position but not as a representative of the Commission.

The Administrator was requested to add the TAC liaison to the roles and responsibilities document.

**VOTE:** Upon a vote the motion carried 9-0.

#### **E. Review Open Meeting Law**

Commission Attorney Anderson briefly reviewed the key provisions of the open meeting law. He indicated that social gatherings or trainings where commissioners are gathered are okay but that a group of five or more commissioners (a quorum of the Commission) could not discuss business. He noted that “serial discussions” via email or texting is sometimes the most difficult to control. Administrator Jester reported that she is now blind copying the commission or committee members when sending emails to avoid accidental “reply alls” being sent back to the group. It was noted that commissioners should be aware of even the perception of “back room” discussions and that it’s always best to error on the side of caution. Commissioners were reminded to send all correspondence to the Administrator for appropriate distribution.

**F. Discuss Hybrid Commission Meeting Options**

Administrator Jester reviewed a memo that outlined various reasons for hosting hybrid meetings. She noted it's important for the Commission to be clear about the purpose of hosting hybrid meetings and to set parameters. She noted it would be useful for presenters, partners, and perhaps TAC members to participate remotely or attend portions of the meetings. Commission Attorney Anderson noted that he does not recommend allowing commissioners to participate in Commission meetings remotely because of the difficulties of meeting the open meeting law and the fact that commissioners have an alternate appointed to attend meetings in their absence. There was discussion about how or if to allow members of the public to attend and whether or not they could participate in the discussion. Attorney Anderson noted he liked the idea of allowing the public to only listen to the meeting rather than participating. He noted that perhaps people wishing to participate in the public open forum should attend in person.

Commissioner Welch noted there should be an exception to allow for remote public participation during public hearings. He indicated the Commission should have a simple policy. There was further discussion and agreement that in limited circumstances it may be appropriate for a commissioner to participate remotely, such as due to illness (which requires a note from a doctor). There was a note that although it can be requested, it cannot be required that a person signing in from the public provide their name and address to listen to or participate in a meeting.

**MOTION:** Commissioner Carlson moved to approve the following reasons and guidelines for hybrid meetings: 1) allow staff, contractors, and TAC members to participate in the meeting remotely; 2) allow commissioners and members of the public to attend the meeting remotely without participating. Commissioner Chowhan seconded the motion. Upon a vote the motion carried 9-0.

[Chair Cesnik called for a 5-minute break.]

**G. Review Year End Financial Report (Feb 1, 2023 - Jan 31, 2024)**

Administrator Jester reported that the Commission is in good financial standing and ended the year in the black when expenses are adjusted with revenue. Including investment earnings, total revenue = \$1,119,000. Because investment earnings will be moved to the newly created Special Projects Fund, she noted it's better to look at income excluding investment earnings which totaled \$779,336. Expenses totaled \$774,200 (excluding the Medicine Lake TMDL Assessment funded out of the new Special Projects Fund). She indicated that while some expenses were higher than budgeted – particularly for the Watershed Plan Development budget line – other areas were under budget resulting in an overall budget surplus.

**6. BUSINESS****H. Review Plan Steering Committee Recommendations**

Plan Steering Committee (PSC) Chair Kennedy gave an overview of the PSC's recommended changes to goals and issues resulting from discussion at the January Commission workshop. He noted there is a good distribution among high, medium, and low priorities of issues which is important because not everything can be a high priority (although some issues may become a higher priority in certain circumstances). Therefore, no changes to priority levels are recommended by the PSC. He also reminded commissioners that anyone can attend PSC meetings and that additional results and recommendations will be brought to the Commission in the future. PSC Chair Kennedy also noted that the administrative capacity of the organization was discussed by the committee and that the Budget Committee will review financial implications of increasing staff capacity. Alternate Commissioner Harwell noted her support for more staff capacity due to complex issues such as equity and chloride. As an aside, she also noted that reducing chlorides from water softeners should be considered in the Plan.

PSC Chair Kennedy noted that any thoughts, concerns, or ideas from commissioners should be sent to the Administrator. Commissioner Welch underscored that education and outreach actions will be important strategies integrated into nearly all Commission work.

[Alternate Commissioners Harwell and Johnston depart the meeting.]

**I. Approval to Appoint Administrator as BCWMC Representative for Watershed Based Implementation Funding Convene Meeting**

Administrator Jester provided background on the Watershed Based Implementation Funding Program (WBIF) and noted the process will begin soon for convening entities eligible for WBIF and deciding how and where the funds should be spent. As in previous convene processes, she requested to be appointed as the official representative of the BCWMC in the upcoming convene meetings. She noted that in the next biennium, the Bassett Creek Watershed allocation will be \$183,256 which must be spent on targeted, prioritized, and measurable activities that are listed in an approved plan's implementation section and which have a water quality benefit. Hennepin County, cities in the watershed, and the BCWMC are all eligible funding recipients. She noted that in the current biennium, the watershed was allocated about \$88,000, all of which are being used to help fund the new education position shared between the West Metro Water Alliance and Hennepin County. She noted that there is likely a desire among convening partners that the same or similar amount be allocated to the position in the next biennium. The remaining part of the allocation would be available for other activities.

**MOTION:** Commissioner Welch moved to appoint Administrator Jester as the BCWMC representative to the convene meeting and directing her to return to the Commission with recommended use of funds before a decision on funding is ratified. Commissioner Carlson seconded the motion.

Discussion: Administrator Jester noted that she is happy to bring information back but a decision could possibly be made at the first convene meeting without her having the ability to vote (as she would be only one of four voting members). She indicated that the purpose of appointing an official representative was to delegate decision making authority to the individual. She noted that a commissioner could certainly be appointed the official representative rather than her. Chair Cesnik and Commissioner Hauer expressed interest in attending the convene meeting.

Commissioner Welch amended his motion appointing the Administrator as BCWMC representative for the WBIF convene meeting, including appointing her with voting rights on behalf of the Commission is a decision point is reached at the initial meeting, and directing her to report on the meeting discussion and/or decisions to the Commission. Commissioner Carlson approved the amendment.

**VOTE:** Upon a vote of the amended motion, the motion carried 9-0.

**J. Discuss Commission Review of Wetland Impacts and Buffers**

Administrator Jester indicated that the Commission could direct the PSC to consider Commission involvement in wetland and buffer reviews as part of the watershed plan development. There was a brief discussion on how this is an important issue that should be considered sooner rather than later.

**MOTION:** Chair Cesnik moved to table this item to a future meeting. Commissioner Chowhan seconded the motion. Upon a vote, the motion carried 9-0.

**K. Consider Participation in Minnesota Watershed's Legislative Briefing and Day at the Capitol**

**MOTION:** Commissioner Carlson moved to approve reimbursement of event registration costs to any commissioner and alternate as well as the Administrator. Chair Cesnik seconded the motion. Upon a vote, the motion carried 9-0.

Commissioner Welch reminded commissioners that they don't need to attend the event to talk with legislators.

**7. COMMUNICATIONS**

- A. Administrator's Report - Administrator Jester is seeking volunteers for the Discover Plymouth Event. Commissioner Hauer indicated she may be able to volunteer and would like BCWMC-specific talking points to engage with residents on key topics including successes, challenges, and how they can help protect or improve waters. Administrator Jester also reported that after much correspondence with MPCA, Crane Lake will be included on the impaired waters list of chlorides. She also note that development of the revised watershed map is coming along, and reported that the Sochacki Project design scope will be presented in March.

Administrator Jester also reported that the MnDNR is planning to develop a fish management plan for Medicine Lake and is looking for public input. She noted that neither the BCWMC, Three Rivers Park District, nor the city of Plymouth were contacted by the DNR but she plans to contact them about this item.

- B. Engineer –Commission Engineer Chandler reported that a previously approved carp survey will take place in Sweeney Lake and Schaper Pond this summer. She noted that if carp populations are found to be over the threshold of impacting water quality, they would be netted and removed.  
Engineer Chandler reported that a kick off meeting was held for the Medicine Lake TMDL Assessment Study. She noted great attendance by partners and that staff are compiling best management practice information and reviewing sediment study data.
- C. Legal Counsel – No report
- D. Chair – No report
- E. Commissioners – No report
- F. TAC Members – TAC Chair Scharenbroich reported that at the February 7<sup>th</sup> meeting, the group reviewed a recommendation from the Commission Engineer on an update to the watershed-wide hydrologic and hydraulic model and that the Commission Engineer will bring a complete scope and budget to a future TAC meeting. He noted the Administrator developed a memo with information on the JPA amendment process and timeline for cities to use with administration and councils, as needed. He also noted that the group briefly reviewed potential CIP projects.

Alternate Commissioner Kennedy was appointed as the liaison to the March 7<sup>th</sup> TAC meeting.

- G. Committees – The Education Committee meeting will meet February 29<sup>th</sup>.

#### 8. INFORMATION ONLY

- A. CIP Project Updates [www.bassettcreekwmo.org/projects](http://www.bassettcreekwmo.org/projects)
- B. Grant Tracking Summary and Spreadsheet
- C. Minnesota Watersheds 2023 Strategic Plan Accomplishments
- D. Adopt-a-Drain 2023 Bassett Creek Report

#### 9. ADJOURNMENT - The meeting adjourned at 11:15 a.m.

- BCWMC Education Committee Meeting: Thursday February 29<sup>th</sup> 4:00 p.m., location TBD
- MN Watersheds Legislative Days: March 6 – 7, 2024: St. Paul [www.mnwatersheds.com/legislative-event](http://www.mnwatersheds.com/legislative-event)
- BCWMC Plan Steering Committee Meeting: Thursday March 7<sup>th</sup>, 8:30 a.m., Location TBD
- BCWMC Technical Advisory Committee Meeting: Thursday March 7<sup>th</sup>, 10:30 a.m., Location TBD
- Discover Plymouth Event: March 23, 9:00 a.m. – 2:00 p.m.: Plymouth Community Center Fieldhouse

Bassett Creek Watershed Management Commission						
Statement of Financial Position as of 03/21/2024						
Unaudited				400	100	
				Capital Improvement Projects	General Fund	TOTAL
<b>ASSETS</b>						
<b>Current Assets</b>						
<b>Checking/Savings</b>						
	·	101 · Checking	-1,482,937.90	2,456,294.52	973,356.62	
	·	102 · 4MP Fund Investment	3,501,986.62	267,522.00	3,769,508.62	
	·	103 · 4M Fund Investment	3,533,650.36	-163,086.46	3,370,563.90	
<b>Total Checking/Savings</b>				5,552,699.08	2,560,730.06	8,113,429.14
<b>Accounts Receivable</b>						
	·	111 · Accounts Receivable	0.00	600.67	600.67	
	·	112 · Due from Other Governments	52,806.40	-0.26	52,806.14	
	·	113 · Delinquent Taxes Receivable	11,396.55	0.00	11,396.55	
<b>Total Accounts Receivable</b>				64,202.95	600.41	64,803.36
<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>				0.00	4,478.75	4,478.75
<b>Total Current Assets</b>				5,616,902.03	2,565,809.22	8,182,711.25
<b>TOTAL ASSETS</b>				5,616,902.03	2,565,809.22	8,182,711.25
<b>LIABILITIES &amp; EQUITY</b>						
<b>Liabilities</b>						
<b>Current Liabilities</b>						
<b>Accounts Payable</b>						
	·	211 · Accounts Payable	14,344.00	101,865.93	116,209.93	
<b>Total Accounts Payable</b>				14,344.00	101,865.93	116,209.93
<b>Other Current Liabilities</b>						
	·	212 · Unearned Revenue	438,823.00	0.00	438,823.00	
	·	251 · Unavailable Rev - property tax	11,396.55	0.00	11,396.55	
<b>Total Other Current Liabilities</b>				450,219.55	0.00	450,219.55
<b>Total Current Liabilities</b>				464,563.55	101,865.93	566,429.48
<b>Total Liabilities</b>				464,563.55	101,865.93	566,429.48
<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	1,639,476.55	458,540.74	2,098,017.29	
<b>Net Income</b>				-14,344.00	591,623.16	577,279.16
<b>Total Equity</b>				6,187,714.55	1,428,567.22	7,616,281.77
<b>TOTAL LIABILITIES &amp; EQUITY</b>				6,652,278.10	1,530,433.15	8,182,711.25
<b>UNBALANCED CLASSES</b>				-1,035,376.07	1,035,376.07	0.00

<b>Bassett Creek Watershed Management Commission</b>					
<b>Actual vs Budget Year to Date Comparison - General Fund</b>					
<b>3/21/2024</b>					
<b>Unaudited</b>					
		<b>Annual Budget</b>	<b>Current Month</b>	<b>Year to Date</b>	<b>Budget Balance</b>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
	<b>411 · Assessments to Cities</b>	622,500.00	66,697.00	622,500.00	0.00
	<b>412 · Project Review Fees</b>	77,000.00	4,191.00	13,726.13	63,273.87
	<b>413 · WOMP Reimbursement</b>	5,000.00	0.00	0.00	5,000.00
	<b>414 · State of MN Grants</b>	0.00	0.00	0.00	0.00
	<b>415 · Investment earnings</b>	0.00	29,814.44	29,814.44	-29,814.44
	<b>416 · TRPD Reimbursement</b>	5,000.00	0.00	0.00	5,000.00
	<b>417 · Transfer from LT &amp; CIP</b>	227,840.00	0.00	0.00	227,840.00
	<b>418 · Property Taxes</b>	0.00	0.00	0.00	0.00
	<b>419 · Insurance Dividend</b>	0.00	0.00	0.00	0.00
	<b>Total Income</b>	<b>937,340.00</b>	<b>100,702.44</b>	<b>666,040.57</b>	<b>271,299.43</b>
<b>Expense</b>					
<b>1000 · Engineering</b>					
	<b>1010 · Technical Services</b>	145,000.00	15,210.00	15,210.00	129,790.00
	<b>1020 · Development/Project Reviews</b>	90,000.00	4,609.00	4,609.00	85,391.00
	<b>1030 · Non-fee and Preliminary Reviews</b>	30,000.00	1,742.50	1,742.50	28,257.50
	<b>1040 · Commission and TAC Meetings</b>	15,000.00	1,666.00	1,666.00	13,334.00
	<b>1050 · Surveys and Studies</b>	15,000.00	0.00	0.00	15,000.00
	<b>1060 · Water Quality / Monitoring</b>	186,900.00	14,776.50	14,776.50	172,123.50
	<b>1070 · Water Quantity</b>	9,000.00	1,304.00	1,304.00	7,696.00
	<b>1080 · Annual Flood Control Inspection</b>	85,000.00	0.00	0.00	85,000.00
	<b>1090 · Municipal Plan Review</b>	2,000.00	0.00	0.00	2,000.00
	<b>1100 · Watershed Monitoring Program</b>	26,500.00	2,371.09	2,371.09	24,128.91
	<b>1110 · Annual XP-SWMM Model Updates</b>	3,000.00	0.00	0.00	3,000.00
	<b>1120 · TMDL Implementation Reporting</b>	0.00	0.00	0.00	0.00
	<b>1130 · APM/AIS Work</b>	40,000.00	1,614.50	1,614.50	38,385.50
	<b>1140 · Erosion Control Inspections</b>	0.00	0.00	0.00	0.00
	<b>1000 · Engineering - Other</b>	0.00	0.00	0.00	0.00
	<b>Total 1000 · Engineering</b>	<b>647,400.00</b>	<b>43,293.59</b>	<b>43,293.59</b>	<b>604,106.41</b>
<b>2000 · Plan Development</b>					
	<b>2010 · Next Gen Plan Development</b>	47,650.00	7,844.50	7,844.50	39,805.50
	<b>2000 · Plan Development - Other</b>	0.00	0.00	0.00	0.00
	<b>Total 2000 · Plan Development</b>	<b>47,650.00</b>	<b>7,844.50</b>	<b>7,844.50</b>	<b>39,805.50</b>
<b>3000 · Administration</b>					
	<b>3010 · Administrator</b>	78,750.00	4,800.00	4,800.00	73,950.00
	<b>3020 · MAWD Dues</b>	7,500.00	0.00	0.00	7,500.00
	<b>3030 · Legal</b>	26,520.00	1,826.80	1,826.80	24,693.20
	<b>3040 · Financial Management</b>	17,000.00	1,334.00	1,334.00	15,666.00
	<b>3050 · Audit, Insurance &amp; Bond</b>	18,700.00	0.00	0.00	18,700.00
	<b>3060 · Meeting Catering</b>	2,400.00	195.29	356.52	2,043.48
	<b>3070 · Administrative Services</b>	2,570.00	342.00	342.00	2,228.00
	<b>3000 · Administration - Other</b>	0.00	0.00	0.00	0.00
	<b>Total 3000 · Administration</b>	<b>153,440.00</b>	<b>8,498.09</b>	<b>8,659.32</b>	<b>144,780.68</b>
<b>4000 · Education</b>					
	<b>4010 · Publications / Annual Report</b>	1,200.00	0.00	0.00	1,200.00
	<b>4020 · Website</b>	1,600.00	0.00	0.00	1,600.00
	<b>4030 · Watershed Education Partnership</b>	18,350.00	11,000.00	14,500.00	3,850.00
	<b>4040 · Education and Public Outreach</b>	28,000.00	120.00	120.00	27,880.00
	<b>4050 · Public Communications</b>	1,000.00	0.00	0.00	1,000.00
	<b>4000 · Education - Other</b>	0.00	0.00	0.00	0.00
	<b>Total 4000 · Education</b>	<b>50,150.00</b>	<b>11,120.00</b>	<b>14,620.00</b>	<b>35,530.00</b>
<b>5000 · Maintenance</b>					
	<b>5010 · Channel Maintenance Fund</b>	25,000.00	0.00	0.00	25,000.00
	<b>5020 · Flood Control Project Long-Term</b>	35,000.00	0.00	0.00	35,000.00
	<b>5000 · Maintenance - Other</b>	0.00	0.00	0.00	0.00
	<b>Total 5000 · Maintenance</b>	<b>60,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>60,000.00</b>
	<b>Total Expense</b>	<b>1,044,040.00</b>	<b>74,887.18</b>	<b>74,417.41</b>	<b>884,222.59</b>

<b>Bassett Creek Watershed Management Commission</b>						
<b>Actual vs Budget Year to Date Comparison - Construction in Progress</b>						
<b>3/21/2024</b>						
<b>Unaudited</b>						
<b>Expense</b>						
·	1000 · Engineering	0.00	0.00	0.00	0.00	0.00
·	2024-CR-M · CIP-BS Main Stem Restore	1,941,000.00	0.00	0.00	85,495.39	1,855,504.61
·	2026CR-P · Plymouth Creek Restor Dunk 38th	0.00	11,391.50	11,391.50	35,860.37	-35,860.37
·	BC-12 · CIP-CostShare Pur High Eff St S	150,000.00	0.00	0.00	0.00	150,000.00
·	BC-14 · CIP-Sochacki Pk Wter Quality Im	600,000.00	0.00	0.00	0.00	600,000.00
·	BC-238 · CIP-DeCola Ponds B&C	1,600,000.00	0.00	0.00	1,507,985.31	92,014.69
·	BC-2381 · CIP-DeCola Ponds/Wildwood Pk	1,300,000.00	0.00	0.00	62,789.39	1,237,210.61
·	BC-5 · CIP-Bryn Mawr Meadows	1,835,000.00	217.00	217.00	719,548.98	1,115,451.02
·	BC-7 · CIP-Main Stem Lagoon Dredging	2,759,000.00	53.50	53.50	1,583,956.84	1,175,043.16
·	BCP-2 · CIP- Basset Cr Pk & Winnetka	1,123,351.00	0.00	0.00	1,075,698.32	47,652.68
·	ML-12 · CIP-Medley Park Stormwater	1,500,000.00	0.00	0.00	95,218.61	1,404,781.39
·	ML-20 · CIP-Mount Olive Stream Restore	178,100.00	0.00	0.00	178,100.00	0.00
·	ML-21 · CIP-Jevne Park Stormwater Mgmt	500,000.00	0.00	0.00	56,390.75	443,609.25
·	ML-22 · CIP-Ponderosa Wood Strm Restora	352,000.00	0.00	0.00	43,789.81	308,210.19
·	NL-2 · CIP-Four Seasons Mall	990,000.00	0.00	0.00	204,215.06	785,784.94
·	PL-7 · CIP-Parkers Lake Stream Restore	485,000.00	1,032.00	1,032.00	230,076.12	254,923.88
·	SL-3 · CIP-Schaper Pond	612,000.00	1,650.00	1,650.00	484,309.96	127,690.04
·	SL-8 · CIP-Sweeney Lake WQ Improvement	568,080.00	0.00	0.00	568,064.13	15.87
·	TW-2 · CIP-Twin Lake Alum Treatment	163,000.00	0.00	0.00	91,037.82	71,962.18
<b>Total Expense</b>		<b>16,656,531.00</b>	<b>14,344.00</b>	<b>14,344.00</b>	<b>7,022,536.86</b>	<b>9,633,994.14</b>
<b>Net Ordinary Income</b>		<b>-16,656,531.00</b>	<b>-14,344.00</b>	<b>-14,344.00</b>	<b>-7,022,536.86</b>	<b>-9,633,994.14</b>

Bassett Creek Watershed Management Commission										
Long Term Accounts - General Fund										
Unaudited										
		Total	Current	Year	Prior Years	Inception				
		Budget	Month	to-Date		to Date				Remaining Budget
Income	·									
Expense	·	699,980.00	0.00	0.00	189,421.90	189,421.90				
Total		699,980.00	0.00	0.00	(253,354.51)	-253,354.51				446,625.49
Income	·									
Expense	·	500,000.00	0.00	0.00	-	0.00				
Total		500,000.00	0.00	0.00	-	0.00				500,000.00
Income	·									
Expense	·	0.00	0.00	0.00	38,000.00	38,000.00				
Total		0.00	0.00	0.00	20,000.00	20,000.00				18,000.00
Income	·									
Expense	·	0.00	0.00	0.00	570,000.00	570,000.00				
Total		0.00	0.00	0.00	304,162.30	304,162.30				304,162.30
Income	·									
Expense	·	0.00	29,814.44	29,814.44	647,615.14	677,429.58				
Total		0.00	4,131.00	4,131.00	4,541.95	8,672.95				
		0.00	33,945.44	25,683.44	611,447.21	668,756.63				668,756.63





March 13, 2024

Bassett Creek Watershed Management Commission  
P.O. Box 270825  
Golden Valley, MN 55427

SUBJECT: Plymouth Creek Bank Stabilization Project

Dear Ms. Jester,

Enclosed/attached you will find a reimbursement request and payment documentation from the City of Plymouth totaling \$25,099.00 to date for the design and construction of the Plymouth Creek Bank Stabilization Project.

Per the "Agreement for use of Bassett Creek Watershed Management Commission Channel Maintenance Funds" between the City of Plymouth and the Bassett Creek Watershed Management Commission, the City is requesting reimbursement of \$25,099.00 for this project.

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

Sincerely,

A handwritten signature in blue ink that reads "Ben Scharenbroich".

Ben Scharenbroich  
Water Resources Supervisor

enc



## **AGREEMENT FOR USE OF BASSETT CREEK WATERSHED MANAGEMENT COMMISSION CHANNEL MAINTENANCE FUNDS**

This Agreement is made this 5th day of April, 2023, by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization, ("BCWMC") and the City of Plymouth, a Minnesota municipal corporation ("City");

WHEREAS, the BCWMC has established a program to work in cooperation with member cities to fund channel maintenance projects; and

WHEREAS, the City has applied to the BCWMC for funds for the Plymouth Creek Bank Stabilization project in the City, plans for which are attached hereto as Exhibit A and is made part of this Agreement (the "Project"); and

WHEREAS, the BCWMC is willing to provide funding for the City's Project in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, on the basis of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The City agrees to undertake and complete the work of the Project as described in the attached Exhibit A, and in accordance with BCWMC's policies regarding such grant projects. The City may request a change in the Project, which may be authorized, in writing, by the BCWMC's Administrator or Engineer.
2. The plans for the Project shall be reviewed by the BCWMC's Engineer, who may approve or require modifications to the Plans. Project design, construction and maintenance will conform to all conditions of approval imposed by the BCWMC.
3. The City shall require that engineers, architects and contractors for the work of each part of the Project have liability insurance in the amount of at least the current statutory limits specified in Minnesota Statutes, Chapter 466, and that the BCWMC and the BCWMC's Engineer are named as additional insureds on such policies. Before commencing construction of the Project, the City shall provide to the BCWMC a Certificate of Insurance demonstrating compliance with this requirement. The Certificate shall provide that the insurance may not be cancelled without giving the certificate holder the same notice of cancellation as is given to the policyholder. The City will require that the contractor defend, indemnify, protect and hold harmless the BCWMC and the City, their agents, officers, and employees, from all claims or actions arising from performance of the work of the Project conducted by the contractor.
4. The City shall undertake, or cause to be undertaken, the Project in accordance with the approved plans. Contracts will be awarded by the City in accordance with all applicable public bidding and contracting requirements including, but not limited to, requiring the contractor to provide performance and payment bonds to the extent required by law. The City will supervise the work of the contractor; however, the BCWMC may observe and review the work of the Project until it is completed. The City will pay the contractor and all other expenses related to the construction of the Project and keep and maintain complete records of such costs incurred.
5. The City shall be responsible for securing, or causing to be secured, all necessary permits for the work of the Project.
6. Upon completion of the work of the Project, the City shall secure record drawings prepared

by the design engineer or architect, with a certification by the Contractor that the work was completed according to the approved plans. A copy of the record drawings and certification shall be forwarded to the BCWMC's Engineer.

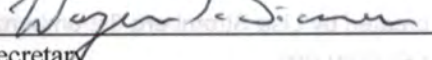
7. The City will submit invoices to the BCWMC, no more frequently than monthly, for partial reimbursement for the work of the Project. Reimbursable expenses include out-of-pocket costs incurred for construction and the costs of design, engineering, and contract administration. Reimbursement will be made subject to the following limitations:
  - a) Total reimbursement for the work of the Project will not exceed \$25,099, and no reimbursement will be made for costs paid to the City by other parties.
  - b) Reimbursements will be made from that part of the BCWMC's Creek and Streambank Trunk System Maintenance, Repair and Sediment Removal Fund (the "Channel Maintenance Fund") allocated to channel maintenance in the City. If the cost of the Project exceeds \$25,099, the City may apply to the BCWMC for additional reimbursement from funds allocated to the City in the Channel Maintenance Fund.
8. Claims by the City for reimbursement shall be accompanied by such proof of costs as may reasonably be requested by the BCWMC, and the books and records of the City shall be available for inspection by the BCWMC upon reasonable notice during normal business hours. If the City intends to seek reimbursement for design, engineering, or contract administration by City staff, it is required to maintain and provide to the BCWMC detailed time records showing daily records of time spent, description of activities, staff personnel involved, and rate of total compensation. Hourly rates charged will include pro-rated salary and fringe benefits in accordance with the schedule of rates attached to this Agreement as Exhibit B, which rates are subject to annual adjustment commensurate with changes in City costs of salary and benefits.
9. The BCWMC shall reimburse the City for eligible expenses in accordance with this Agreement within 45 days of receipt of an invoice therefor, provided the BCWMC determines the invoice contains adequate details to allow reimbursement. If the BCWMC determines an invoice is not adequate, within 10 days of receipt it shall notify the City in writing of the additional information needed to make the invoice complete.
10. This Agreement will terminate on the third anniversary of the effective date of this Agreement, unless extended by mutual agreement of the City and the BCWMC. The BCWMC will have no obligation to reimburse claims not submitted prior to the termination date, or any agreed upon extension.
11. The parties agree that the BCWMC's participation in the Project is limited to the payment of channel maintenance grant funds in accordance with this Agreement. This Agreement does not make the BCWMC a partner, agent or co-venturer in the City's Project and the BCWMC will incur no responsibility or liability for the work of the City's Project.
12. The City will defend, indemnify, protect and hold harmless the BCWMC and its officers, employees, and agents from any claims arising out of the design, construction, or maintenance of the Project, including environmental claims. Nothing herein shall be deemed a waiver of the limitations of liability in Minnesota Statutes, Chapter 466.
13. This Agreement, including the attached exhibits and BCWMC Channel Maintenance Fund policies, contains all negotiations and agreements between BCWMC and City regarding the subject of this Agreement. No other agreements or understandings regarding this Agreement may be used to bind either party.

14. City's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the State of Minnesota and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.
15. City shall comply with applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

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

BASSETT CREEK WATERSHED  
MANAGEMENT COMMISSION

By:   
Chair

And by:   
Secretary

CITY OF PLYMOUTH

By:   
[Dave Callister \(Apr 5, 2023 10:45 CDT\)](#)  
Dave Callister, City Manager

Reviewed by:  
 Michael Thompson, Public Works Director

Signature: 

Email: [mthompson@plymouthmn.gov](mailto:mthompson@plymouthmn.gov)



## Bassett Creek Watershed Management Commission

January 18, 2023

Michael Thompson, P.E.  
Public Works Director  
City of Plymouth  
3400 Plymouth Boulevard  
Plymouth, MN 55447

**Re: Plymouth Creek Streambank Stabilization– Plymouth, MN  
BCWMC #2022-24**

Dear Mr. Thompson:

We reviewed revised grading, drainage, and erosion control plans for the above referenced project. The proposed project is along Plymouth Creek southeast of the intersection of Quinwood Lane North and 24<sup>th</sup> Avenue North in Plymouth. The proposed project will be constructed using BCWMC channel maintenance funds and includes stabilizing 280 linear feet of Plymouth Creek. The proposed project does not create any new or fully reconstructed impervious surfaces.

Modifications were made and comments were addressed in accordance with our December 22, 2022 letter and January 9, 2022 email. We find the plans to be in conformance with the policies of the Bassett Creek Watershed Management Plan. The BCWMC approval expires two years from the date of this letter. If the project is not constructed within two years, an additional application and approval will be required.

The plans we reviewed were dated January 10, 2023 (Sheets G-101, G-102, C-101, C-102, C-201, and C-801 to C-804). If you have questions, please contact me at 952-832-2784 ([jherbert@barr.com](mailto:jherbert@barr.com)) or Gabby Campagnola at 952-842-3556 ([gcampagnola@barr.com](mailto:gcampagnola@barr.com)).

Sincerely,

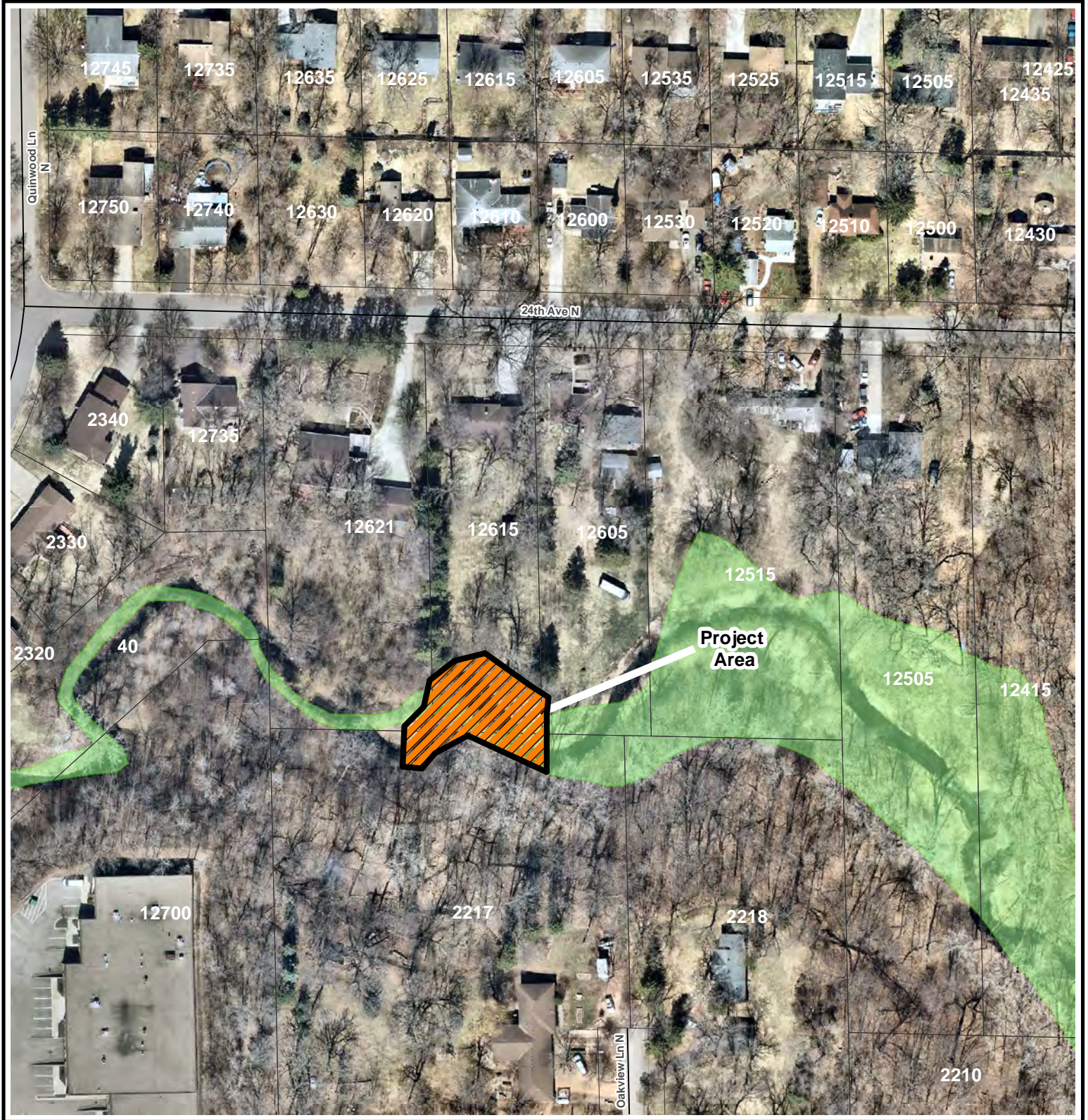
A handwritten signature in blue ink that reads "Jim Herbert".

Jim Herbert, P.E.  
Barr Engineering Co.  
Engineers for the Bassett Creek Watershed Management Commission (BCWMC)

c: Ben Scharenbroich, City of Plymouth  
Lucius Jonett, Midwest Wetland Improvements, LLC

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# Plymouth Creek Stream Repair Project

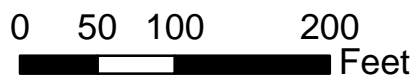


### Legend

Parcel Boundaries

Surface Water Resources

Wetland



**FIRST AMENDMENT TO  
MAP DESIGN/PRINTING AGREEMENT**

Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the “Commission”), and INCase, LLC, a Minnesota limited liability company (“Consultant”), hereby enter into this First Amendment (the “Amendment”) to the Map Design/Printing Agreement entered into by the parties on \_\_\_\_\_, 2023 (the “Agreement”). The sole purpose of this Amendment is to authorize payment of additional compensation to Consultant under the Agreement, at the hourly rate contemplated therein, due to the Services requiring more time than originally anticipated.

1. Section 2 of the Agreement, entitled “Performance; Compensation”, is hereby amended to increase the total not-to-exceed compensation from \$7,700.00 to \$9,680.00 for all Services to be provided under the Agreement. For the avoidance of doubt, all such Services will be billed at the hourly rate established in the Agreement (\$110/hour).
2. Except with regard to the amendment set forth above, all other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of the last party to execute below.

**THE COMMISSION:**

**CONSULTANT:**

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

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

Its: \_\_\_\_\_

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

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

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







## Bassett Creek Watershed Management Commission

### MEMO

To: BCWMC Commissioners and Alternate Commissioners  
 From: Administrator Jester  
 Date: March 13, 2024

**RE: Update on Sochacki Park Water Quality Improvement Project**

Background:

The [Sochacki Park Water Quality Improvement Project](#) involves multiple partners including the BCWMC, Three Rivers Park District (TRPD), and the cities of Golden Valley and Robbinsdale. The project is located within [Sochacki Park](#) and South Halifax Park (Figure 1) and aims to improve water quality within MnDNR public waters wetlands (Grimes Pond, South Rice Pond, and North Rice Pond) and Bassett Creek by reducing chronic erosion and sedimentation, improving aquatic vegetation, enhancing buffers and wildlife habitat, and improving recreation and educational opportunities. The park is operated by TRPD in cooperation with Robbinsdale and Golden Valley through the Sochacki Park Joint Powers Agreement Board (JPB).

Due to an accelerated timeline for the project, at their meeting in April 2023, the Commission approved a [memorandum of understanding](#) among the project partners to provide clarity related to procedural requirements for the Commission’s involvement in the project, including timelines and expectations, and to establish a general roadmap for the various steps necessary for project development and implementation.

Table 7-1 Summary of Potential Improvement Benefits and Planning Level Costs by Option

The Sochacki Park Water Quality Improvement Project Feasibility Study (which was based on a 2022 subwatershed assessment) was completed and approved by the Commission in September 2023 and lists several structural and non-structural best management practices (BMPs) (see Table 7-1 from the feasibility study). After approval of the feasibility study and after a public hearing, the project was officially ordered by the Commission at the same meeting in September 2023.

BMP ID/Location	Annual TP Removal (lbs/yr)	Planning Level Capital Cost Estimate	Annualized Cost-Benefit (\$/lb TP Removed/yr)	Recommended Sequence for Implementation
Revegetate/control upland soil erosion	NA	\$10,000	NA	1a
Street sweeping in untreated subwatersheds	NA	NA	NA	1b
Clear inlet/outlet debris, remove sediment deltas and stabilize erosion	NA	\$100,000	NA	1c
Conduct pond water level drawdowns	NA	\$182,000	NA	1d
Dredge/expand existing SR-4 pond and stabilize outlet channel	38.9	\$471,000	\$1,000	2a
Construct permeable filtration system at GR-6	15.5	\$333,000	\$1,800	2b
Construct stormwater pond at NR-1	3.6	\$255,000	\$5,900	2c
Construct stormwater pond at SR-3	3.3	\$307,000	\$7,700	2d
Alum treatment of Grimes, North and South Rice Ponds	11.2	\$245,000	\$1,800	3
<b>Total</b>	<b>72.5</b>	<b>\$1,903,000</b>	<b>\$2,200</b>	

### Cooperative Agreement:

The next step in the process is executing a cooperative agreement among project partners. Staff intends to bring an agreement to the April meeting for the Commission's consideration. Project partners intend for the agreement to be between BCWMC, TRPD, and the city of Robbinsdale. Golden Valley would not be party to the agreement. Although Golden Valley will continue to be involved as a partner, construction of BMPs is limited to land in Robbinsdale and long-term maintenance of the BMPs will be the responsibility of the city of Robbinsdale and/or the Sochacki JPB. TRPD is well positioned and ready to lead the project implementation.

The agreement would be drafted by the Commission Attorney. We anticipate the agreement will include the following provisions and would be very similar to cooperative agreements for other BCWMC CIP projects.

- Authorize TRPD to design and construct the project
- Require that the Commission to approve 50% and 90% design plans before construction can begin
- Require appropriate construction contract administration including development of bidding materials and awarding of contracts
- Requirements to follow all applicable laws and secure all necessary permits
- Requirements to perform all necessary environmental reviews and site investigations
- Require that ongoing maintenance of the BMPs in the park be coordinated and ensured through the Sochacki JPB
- Require that ongoing maintenance of BMPs in South Halifax Park be performed by the City of Robbinsdale
- Reimbursement of (not to exceed) \$600,000 of BCWMC CIP funds with appropriate documentation
- Require submittal of a final project report before final reimbursement

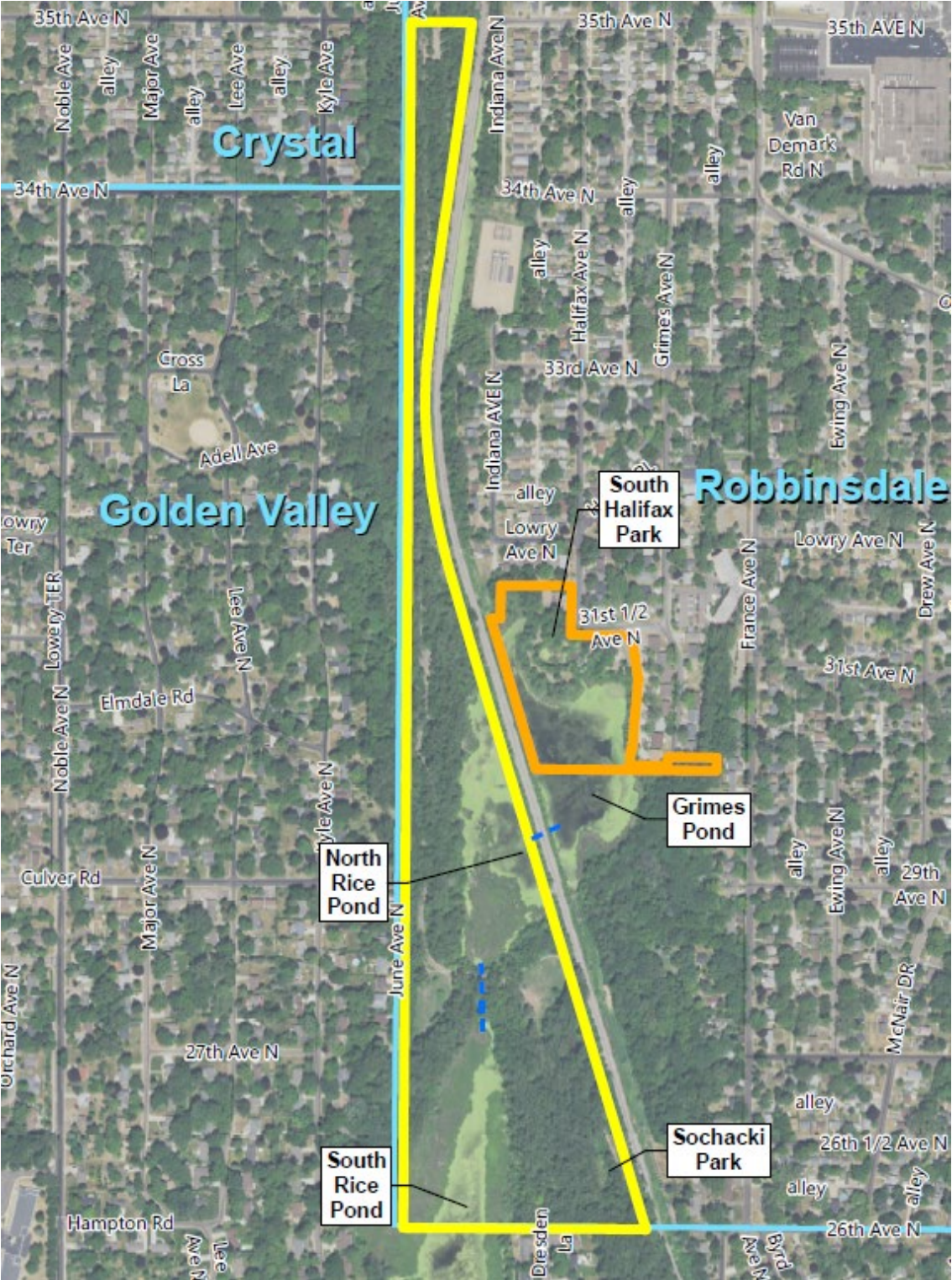
### Project Design Scope and Funding:

Project partners recently requested a scope and budget for the design of the project from the Commission Engineer (Attachment A). Although design of the project wouldn't get underway until after the cooperative agreement is in place, and would be directed by TRPD, the design scope was requested now because partners considered that there may be a need to break up the project into multiple pieces due to funding availability, which would impact the scope and provisions of the agreement.

However, TRPD recently received the wonderful news that [\\$1.6M in federal congressional funding](#) (known as Community Project Funding) was awarded to this project through Representative Omar's office (passed by both chambers of congress (!) and signed into law by President Biden). Some of this funding will be used for investments in the park facilities aside from the water quality improvement project. However, it's safe to say that combined with the \$600,000 in BCWMC CIP funding, this project can proceed in its entirety.

Staff are happy to answer questions or discuss concerns.

Figure 1. Sochacki Park (yellow) and South Halifax Park (orange)



## ATTACHMENT A

# Memorandum

**To:** Sochacki Park Water Quality Improvement Project Partners (BCWMC, TRPD, City of Robbinsdale and City of Golden Valley)  
**From:** Karen Chandler, PE, and Greg Wilson, PE  
**Subject:** Draft Scope and Budget for Design and Construction of Sochacki Park Water Quality Improvement Project (BCWMC CIP Project BC-14)  
**Date:** March 14, 2024

At their March 16, 2023, meeting, the Bassett Creek Watershed Management Commission (BCWMC) approved adding the Sochacki Park Water Quality Improvement Project (BC-14) to their 5-year CIP for construction in 2024 – 2025, with \$600,000 of funding budgeted for the project. The proposed project improvements are located in Sochacki Park, which lies in the cities of Robbinsdale and Golden Valley, and in a Robbinsdale city park. The project would provide stormwater treatment, while improving water quality and habitat in Grimes, North Rice, and South Rice Ponds, as well as the downstream biotic integrity and water quality of Bassett Creek. Grimes, North Rice, and South Rice Ponds are classified as public water wetlands by the Minnesota Department of Natural Resources (MnDNR). In general, this scope of work includes developing the Phase II environmental site and geotechnical assessments, developing design plans and specifications for the four proposed structural BMPs (Pond NR-1, Pond SR-3, BMP GR-6, and Pond SR-4, including stabilizing the outlet channel to South Rice Pond) and the proposed controlled water level drawdowns in Grimes Pond, North Rice Pond, and South Rice Pond, updating cost estimates, addressing permitting requirements, providing bidding assistance, and providing construction administration. Figure 1 in the Administrator's preceding memo shows the ponds and park boundaries, and Figure A-1 shows the structural BMP locations.

The following sections provide our draft scope of services, schedule, and estimated budget, based on our project understanding and our knowledge and experience working with TRPD and BCWMC. It is anticipated that TRPD would contract with Barr Engineering to provide these services after execution of the cooperative agreement for project implementation.

## Scope of Services

### 1. Project Coordination and Project Meetings

Our scope includes one project kick-off meeting and other coordination meetings (as needed) with TRPD, BCWMC, Robbinsdale, and Golden Valley staff. As a part of project coordination, we will prepare monthly progress summaries, identify permits and requirements of governmental authorities having jurisdiction to approve the design and permitting.

- a) Project kick-off meeting with TRPD, BCWMC, Robbinsdale, and Golden Valley staff; and preparation of meeting notes.
- b) Project meeting with TRPD, BCWMC, Robbinsdale, and Golden Valley staff; and preparation of meeting notes. This meeting would take place after 50% draft plans are developed. Barr staff will compile and provide 50% BMP design drawings and other available information related to the project to the project partners prior to this meeting.

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- c) Stakeholder/public engagement meeting. This meeting would likely take place at about 50% design, but before BCWMC Meeting #1. We envision a public open house.
- d) BCWMC Meeting #1: Commission meeting to present 50% design plans including memo
- e) TRPD public hearing for temporary pond drawdowns (exact timing not yet known)
- f) TRPD Board meeting – TRPD staff to provide informational update at Board meeting regarding 90% design plans
- g) BCWMC Meeting #2: Commission meeting to present 90% design plans including memo
- h) Other virtual coordination meetings, as needed

Meetings related to bidding and construction are incorporated under other tasks.

## **2. Field Investigations**

- a) Phase II Environmental Site Assessment (ESA) – Based on the previous sediment sampling performed as part of the feasibility study and the recognized environmental conditions (RECs) identified in the Phase I environmental site assessment (ESA), the Phase II investigation will focus on areas of subsurface disturbance to accommodate best management practice (BMP) improvements. Recommended activities within the feasibility study involving subsurface disturbance include removing debris and sediment from two areas associated with the South Rice Pond proposed BMPs (SR-3 and SR-4) and one area associated with the proposed North Rice Pond BMP (NR-1).
  - i. Perform project coordination – develop a project-specific work plan and site safety plan; subcontract with a test excavation subcontractor and schedule an on-site utility meeting; coordinate equipment and staff for the field investigation; communications with TRPD and MPCA staff; and general project administration.
  - ii. Conduct fieldwork consisting of soil and sediment sampling – advance up to six test pits using a small excavator within upland portions of each BMP to depths up to 8 feet below grade (up to 18 test pits); collect one soil sample from each test pit for chemical analysis (volatile organic compounds (VOCs), gasoline-range organics (GRO), diesel-range organics (DRO), semi-volatile organic compounds (SVOCs), poly-aromatic hydrocarbons (PAHs), organochlorine pesticides, poly-chlorinated biphenyls (PCBs), Resource Conservation and Recovery Act (RCRA) 8 metals), percent moisture, and two samples to be reserved for Toxic Characteristic Leaching Procedure (TCLP) single metal and leachate analysis pending RCRA 8 metal analysis.
  - iii. Prepare a Phase II investigation summary report – develop a summary of the field investigation, summarize, and discuss the laboratory analytical results, and prepare recommendations for further actions, if necessary.
  - iv. Coordinate with MPCA regarding restrictive covenant on BMP GR-6 – communications with MPCA staff and stakeholders, enroll in the MPCA Brownfield’s program to seek

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regulatory assurances, and prepare an investigation workplan for MPCA approval (including collection of up to three soil borings using a hand auger from within the proposed stormwater line to approximately 5 feet below the ground surface with one soil sample from each boring used for analysis of DRO, PAHs, RCRA 8 Metals, and PCBs); and prepare separate proposal for the BMP GR-6 investigation workplan implementation (if additional sampling is required).

- b) Geotechnical investigations – perform a geotechnical investigation within the Pond NR-1 and Pond SR-3 proposed project areas, specifically in locations with pond embankments and where we anticipate incorporating an outlet control structure. This will help us understand the geotechnical limitations and develop more thorough design alternative(s). The geotechnical investigations will include SPT soil borings using a hollow stem auger and standard penetration test sampling and classifying soil type every 1-foot to a total depth of 12 feet. Any groundwater or debris-laden or contaminated soil encountered will be documented.

### **3. Design Plans and Specifications**

We will build upon the Sochacki Park feasibility study concept designs for each BMP (NR-1, SR-3, GR-6, SR-4, including stabilizing the outlet channel to South Rice Pond) and temporary pond drawdowns to develop the project design. With new information generated from the field investigations performed for this project, Barr will prepare documents to be used for bidding and construction.

- a) 50% plans, and memo and presentation for BCWMC meeting.
- b) 90% plans, and memo and presentation for BCWMC meeting.
- c) Final (100%) plans for bidding and construction. Anticipated drawings include:
  - i. Cover sheet
  - ii. Existing conditions, removals, and erosion control plan
  - iii. Site access & traffic control plan
  - iv. Grading plan (each BMP and SR-4 outlet channel stabilization)
  - v. Grading sections (each BMP and SR-4 outlet channel stabilization)
  - vi. Temporary pond drawdown plan
  - vii. Project details
  - viii. Restoration plan(s)
- d) Specifications. We will develop front-end documents (Engineers Joint Contract Documents Committee® (EJCDC®)) format including instructions to bidders, bid form, contract (form of agreement), performance and payment bonds, general and supplementary conditions, prevailing

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wages, etc.) and technical specifications for the 90% & 100% submittals. We will coordinate with the TRPD attorney regarding the front-end documents.

- e) Engineer's opinion of cost. We will prepare an engineer's opinion of probable construction costs for the 50%, 90% & final submittals, including consideration of operation and maintenance costs. We will report the opinion of costs in a unit price format.
- f) Water quality modeling updates. The scope includes additional refinements to the water quality modeling as the design components are finalized and incorporation of the constructed improvements into the model after completion of the project. We will incorporate the modeling results into the 50% & 90% design submittal memos.

#### **4. Permitting**

Based on the concepts developed and the agency meetings that were held during the feasibility study, below is a list of anticipated environmental review and permits/approvals required for construction. It is assumed that an EAW will not be required for this project. We assume we will hold one virtual meeting with MnDNR regarding permitting requirements. Except as noted below, we will assist the TRPD in obtaining these permits/approvals.

- a) Public Waters Permit from MnDNR (for temporary pond drawdowns, BMP GR-6, and possibly SR-3 and SR-4 outlet channel)
- b) Clean Water Act Section 404 Permit from the U.S. Army Corps of Engineers
- c) Section 401 Water Quality Certification from the MPCA
- d) Construction Stormwater General Permit from the MPCA (responsibility of the contractor)
- e) Compliance with the MPCA's guidance for managing dredged material (<https://www.pca.state.mn.us/water/dredged-materials-management>)
- f) Compliance with the MPCA's guidance for managing contaminated material and debris containing fill (<https://www.pca.state.mn.us/sites/default/files/c-rem2-02.pdf>)
- g) Compliance with the Minnesota Wetland Conservation Act
- h) City of Robbinsdale Stormwater Permit (responsibility of the contractor, no fee)

#### **5. Bidding and Construction Administration**

The scope includes the following bidding services:

- a) Prepare bidding documents and issue addenda (if necessary)
- b) Hold a pre-bid meeting
- c) Post the bid via QuestCDN online bidding and administer the bidding process, including responding to questions from bidders and preparing any required addenda

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- d) Prepare bid tabulation, review bids and assist the TRPD with selection of Contractor, including attending TRPD Board meeting to review bids and select Contractor.

The scope includes the following construction services:

- a) Hold a pre-construction meeting.
- b) Construction observation.
- c) Construction administration.
- d) Record drawings.
- e) Environmental observation.

### Schedule

We developed the following estimated schedule for the project assuming we receive a signed work order and/or notice to proceed by April 19, 2024. The schedule accounts for requirements in the Memorandum of Understanding between the TRPD and the BCWMC. *The meeting schedule may be revised based on the timing of deliverables and meeting schedules*

Task	Description	Estimated Schedule
1	Project Coordination and Project Meetings - Project kick-off meeting - Project meeting at 50% design - Public engagement meeting/open house - Present 50% design plans at BCWMC meeting - TRPD public hearing for temporary pond drawdowns (exact timing not yet known) - Informational update at TRPD Board meeting (exact timing not yet known) - assumes TRPD staff attend, Barr assists in preparing update - Present 90% design plans at BCWMC meeting	May 2024 – Project Completion - May 2024 - August 2024 - September 2024 - October 17, 2024 - November 2024? - December 19, 2024? - January 16, 2025
2	Field Investigations	April 2024 – August 2024
3a	50% Design Plans and Specifications	July 2024 – October 2024
3b	90% Design Plans and Specifications	October 2024 – January 2025



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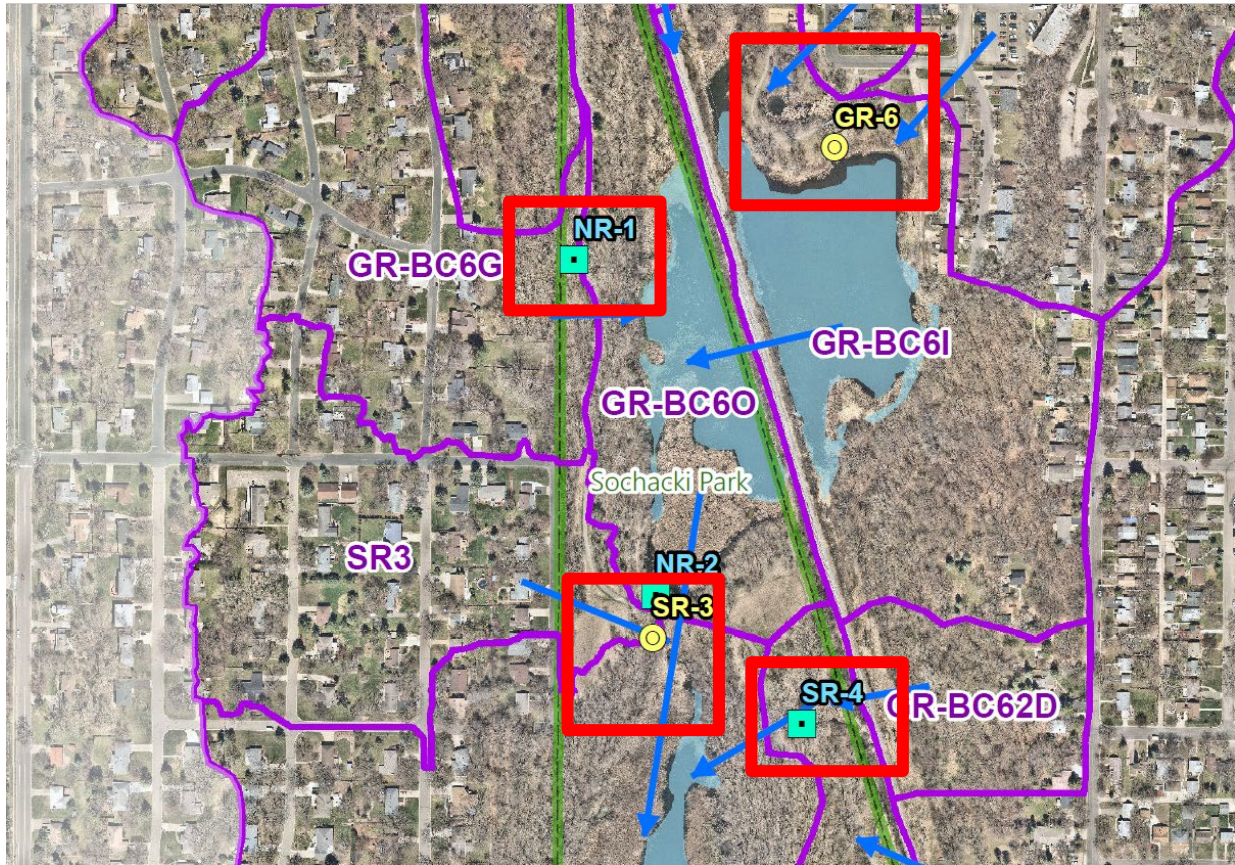
4	Permitting	August 2024 – February 2025
5	Bidding and Construction Administration	February 2025 – October 2025

### Estimated Budget

We developed an estimated budget, based on our experience and judgement and the available information. *The budget amounts may change based on additional input from the project partners.*

Task	Task Description	Estimated Budget
1	Project Coordination/Meetings	\$40,000
2	Field Investigations	\$120,000
3	Design Plans and Specifications	\$170,000
4	Permitting	\$40,000
5	Bidding and Construction Administration	\$130,000
	<b>Total</b>	<b>\$500,000</b>

**Figure A-1 Proposed Structural BMP Locations**





## Bassett Creek Watershed Management Commission

### MEMO

To: BCWMC Commissioners and Alternate Commissioners  
From: Administrator Jester  
Date: March 13, 2024

#### **RE: Joint Powers Agreement Revisions**

At their meeting in January, the Commission directed the Commission Attorney to update the BCWMC Joint Powers Agreement which expires on January 1, 2025. Updates to the JPA were to include streamlining, simplifying, and reorganizing for clarity; updating provisions based on current policies and practices; and ensuring that the JPA includes all mandated provisions contained in Minnesota Rules, section 8410.0030.

Two documents are attached here: 1) the first DRAFT of the updated JPA; and 2) the existing JPA document showing where text was removed (with strikeout) and notes indicating where certain provisions can be found in the updated JPA (in gray text or textboxes and/or highlights). (A true "tracked changes" version of the document is nearly impossible to follow due to total reorganization of the document. It is not included here.)

Except for adding a provision allowing for the compensation of commissioners with commission funds (at the direction of the Commission), revisions made to the JPA do not increase or decrease commission powers or fundamentally alter the makeup and operation of the Commission.

Attorney Anderson will walk through the changes and answer questions. Commissioners and TAC members should review and discuss the updates. Ideally, the final version of the updated JPA would be approved at the April Commission meeting.



DRAFT

**JOINT POWERS AGREEMENT  
FOR THE ESTABLISHMENT AND CONTINUED OPERATION OF THE  
BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**

THIS JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the cities of Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, and St. Louis Park, all Minnesota municipal corporations. The member cities may hereafter be referred to individually as a “**Member**” or collectively as the “**Members.**”

**RECITALS**

- A. In 1968, the Members, all of which have lands which drain surface water into Bassett Creek, and all of which have power to construct, reconstruct, extend and maintain storm water management facilities, elected to exercise their authority to adopt a joint powers agreement to establish the Bassett Creek Flood Control Commission to cooperatively manage and plan for the management of surface water within the Bassett Creek watershed (“**Watershed**”).
- B. In 1982, the Minnesota legislature passed the Metropolitan Area Surface Water Management Act requiring local government units in the metropolitan area to plan for and manage surface water through watershed management (Minnesota Statutes, section 103B.201 to 103B.255) (“**Act**”).
- C. Under the Act, one of the options available to local government units to satisfy the requirements of the Act is to enter into a joint powers agreement pursuant to Minnesota Statutes, section 471.59 to establish a watershed management organization to jointly plan for and manage surface water within a watershed.
- D. In compliance with the Act, the original Bassett Creek Flood Control Commission amended its joint powers agreement and became the Bassett Creek Watershed Management Commission (“**Commission**”). Over time, the joint powers agreement has been updated and amended, and the terms and conditions of the current joint powers agreement expire on January 1, 2025.
- E. The Members previously established the board of commissioners of the Commission (“**Board**”) and desire for said Board to be reaffirmed as the entity charged with the authority and responsibility to manage the Commission.
- F. The Board has previously acted to adopt a watershed management plan (“**Watershed Management Plan**”) for the watershed and has regularly updated and carried out said Watershed Management Plan in accordance with the Act.
- G. The Members desire to enter into this Agreement to reaffirm the Commission and the Board in furtherance of its efforts to continue working cooperatively to prepare and administer a surface water management plan to manage surface water within the Watershed, in accordance with the Act and Minnesota Rules, chapter 8410, and to carry out all additional functions and responsibilities described herein.

## AGREEMENT

In consideration of the mutual promises and agreements contained herein, the Members mutually agree as follows:

### SECTION I ESTABLISHMENT, GENERAL PURPOSE, AND DEFINITIONS

1.1 Reaffirming the Establishment. The Members hereby reaffirm and continue the establishment of the “Bassett Creek Watershed Management Commission” pursuant to their authority under the Act and Minnesota Statutes, section 471.59. The Commission shall continue to operate as a duly formed joint powers watershed management organization in accordance with said laws, applicable rules, and this Agreement.

1.2 General Purpose. The general purpose of this Agreement is to continue the Commission and the Board, which the Members previously established, to jointly and cooperatively adopt, administer, and update, as necessary, the Watershed Management Plan, and to carry out the following express purposes:

- (a) serve as the watershed management organization for the Watershed and carry out all of the duties and responsibilities outlined in the Act;
- (b) investigate, study, plan and control the construction of facilities to drain or pond storm waters to alleviate damage by flood waters;
- (c) protect, preserve, and use natural surface water and groundwater storage and retention systems;
- (d) minimize public capital expenditures needed to correct flooding and water quality problems;
- (e) identify and plan for means to effectively protect and improve surface water and groundwater quality;
- (f) establish more uniform local policies and official controls for surface water and groundwater management;
- (g) prevent erosion of soil into surface water systems;
- (h) promote groundwater recharge;
- (i) improve the creek channel for drainage;
- (j) assist in planning for land use;

- (k) protect and enhance fish and wildlife habitat and water recreational facilities;
- (l) repair, improve, relocate, modify, consolidate or abandon, in whole or in part, drainage systems within the Watershed;
- (m) secure the other benefits associated with the proper management of surface water and groundwater;
- (n) assist in water conservation and the abatement of surface water and groundwater contamination and water pollution;
- (o) assist the Members in the preservation and use of natural water storage and retention systems;
- (p) promote and encourage cooperation among member cities in coordinating local surface water and groundwater plans and to be aware of their neighbor's problems and to protect the public health, safety, and general welfare; and
- (q) continue the work of the Bassett Creek Water Management Commission and to carry out the plans, policies and programs developed by the Commission over time. All existing policies shall remain in effect and may be amended by the Commission, as it determines may be necessary to achieve its purposes and objectives.

The plan and programs shall operate within the boundaries of the Watershed as identified in the official map filed with the Minnesota Board of Soil and Water Resources, as it may be amended from time to time. The boundaries of the Watershed are subject to change utilizing the procedures set out in the Act, which may be necessary to better reflect the hydrological boundaries of the Watershed.

1.3 **Definitions.** For the purposes of this Agreement, and in addition to any other terms expressly defined elsewhere throughout, the following terms shall have the meanings given them below.

- (a) *Board.* The board of commissioners of the Commission, consisting of one Commissioner or one Alternate Commissioner from each of the Members which is a party to this Agreement, and which is the governing body of the Commission.
- (b) *Commission.* The organization created by this Agreement, the full name of which is the “Bassett Creek Watershed Management Commission,” a duly formed joint powers watershed management organization under Minnesota law.
- (c) *Member.* A Minnesota municipal corporation which enters into this Agreement, each of which are expressly listed in section 2.1.
- (d) *Watershed.* The area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Bassett Creek and within the mapped areas

delineated on the map filed with the Minnesota Board of Water and Soil Resources (“BWSR”) pursuant to the Act.

## **SECTION II MEMBERSHIP**

2.1 Members. The following nine municipal corporations and parties to this Agreement, each of which is either partially or entirely located within the Watershed, are Members of the Commission: Crystal, Golden Valley, Medicine Lake, Minneapolis, Minnetonka, New Hope, Plymouth, Robbinsdale, and St. Louis Park.

2.2 Change in Boundaries. No change in governmental boundaries, structure, or organizational status shall affect the eligibility of any Member listed above to be represented on the Commission, so long as such local government unit continues to exist as a separate political subdivision.

## **SECTION III BOARD OF COMMISSIONERS**

3.1 Establishment. The Members hereby reaffirm the establishment and continued operation of the Board in accordance with the Act. The Board shall carry out the purposes and have the powers as provided herein.

3.2 Board Appointments. The Commission is governed by the Board, which is comprised of nine Commissioners appointed by the Members in accordance with this section. More specifically, each Member to this Agreement shall appoint one Commissioner and one Alternate Commissioner to the Board. Each Member’s governing body shall determine the eligibility and qualifications of its representatives on the Board.

- (a) Commissioner. Each Member is responsible for appointing one person to serve as its primary representative (“**Commissioner**”) on the Board. Each Member is responsible for publishing a notice of a vacancy, whether resulting from expiration of its Commissioner position or otherwise, as required in Minnesota Statutes, section 103B.227, subdivision 2. Each Commissioner shall have one (1) vote on the Board when present.
- (b) Alternate Commissioner. Each Member may also appoint one alternate representative (“**Alternate Commissioner**”) to the Board in the same manner required to appoint a Commissioner. The Alternate Commissioner is authorized to attend all meetings but may only vote at a Board meeting in the absence or disability of the appointing Member’s respective Commissioner. If the absent Commissioner is also an officer of the Board, the Alternate Commissioner shall not be entitled to serve as such officer. If necessary, the Board may select a current Commissioner to temporarily undertake the duties of the absent officer.
- (c) Term. All Commissioners and Alternate Commissioners shall serve until their successors are selected and otherwise qualify, unless they resign or are removed earlier



as provided herein. All Commissioners and Alternate Commissioners shall serve three-year terms, and said terms shall be staggered with expiration dates for those presently appointed remaining as follows:

- (1) The terms of the existing representatives appointed by the cities of Minneapolis, Minnetonka, and New Hope shall expire on February 1, 2025.
  - (2) The terms of the existing representatives appointed by the cities of Plymouth, Robbinsdale, and St. Louis Park shall expire on February 1, 2026.
  - (3) The terms of the existing representatives appointed by the cities of Crystal, Golden Valley, and Medicine Lake shall expire on February 1, 2027.
- (d) Notices. A Member shall provide the Commission written notice of its appointments, including the resolution making the appointments or a copy of the minutes for the meeting at which the appointments were made. The Commission shall notify BWSR of appointments and vacancies within 30 days after receiving notice from the Member. Members shall fill all vacancies within 90 days after the vacancy occurs.
- (e) Vacancies. A Member shall notify the Commission in writing within 10 days of the occurrence of a vacancy in its Commissioner or Alternate Commissioner positions. The Commission will notify BWSR of the vacancy within 30 days of receiving the notice of a vacancy as required by Minn. Stat. § 103B.227, subd. 1. The Member shall publish notice of any vacancy, whether by expiration of term or for any other reason, in accordance with Minn. Stat. § 103B.227, subd. 2, as it may be amended. The notices must state that those interested in being appointed to serve on the Commission may submit their names to the Member for consideration. The notice must be published at least 15 days before the Member's governing body acts to fill the vacancy. The governing body must make the appointment within 90 days from the occurrence of the vacancy. The Member shall promptly notify the Commission of the appointment in writing. The appointed person shall serve the unexpired term of the position.
- (f) Removal. The governing body of any Member may remove its respective Commissioner for just cause as provided in Minn. Stat. § 103B.227, subd. 3 and in accordance with Minn. R., part 8410.0040. If a Commissioner is an elected official, or is an appointed official serving an indefinite term at the pleasure of the Member's governing body, said governing body may remove the person at will, including if the person is not reelected. The governing body of any Member may remove its Alternate Commissioner without cause. The Member shall notify the Board of any such removal in writing within 10 days of acting to remove the Commissioner or Alternate Commissioner, as the case may be. The Commission shall notify BWSR of the vacancy within 30 days of receiving such notice. The Member shall act to fill the vacancy created by the removal within 90 days, as provided in this Agreement.
- (g) Suspension of Authority. The authority of a Commissioner or Alternate Commissioner to vote shall be suspended if the appointing Member is more than 60 days delinquent

in making any payments due to the Commission as required in this Agreement. The voting authority shall be reinstated once the Member pays all past due amounts.

3.3 Compensation and Expenses. The Board may set compensation rates and pay per-diem compensation to Commissioners and Alternate Commissioners. In addition, Commission funds may be used to reimburse Commissioners and Alternate Commissioners for expenses incurred in performing Commission business if authorized by the Board.

3.4 Board Officers; Duties. At its first regular meeting on or after February 1 of each year, the Board shall elect from its Commissioners a Chair, Vice Chair, Secretary, and Treasurer. All such officers shall hold office for a term of one (1) year and until their successors have been qualified and duly elected by the Board. An officer may serve only while a member of the Board. A vacancy in an officer position shall be filled from the Commissioner membership by Board selection for the remainder of the unexpired term of such office. The officers shall have the duties provided in the Commission bylaws.

3.5 Quorum. A majority of Commissioners or Alternate Commissioners from the nine Member cities, i.e. representation of five Members, shall constitute a quorum. Less than a quorum may adjourn a scheduled meeting. A simple majority of the quorum is required for the Board to act unless a higher number of votes is required by this Agreement or by law. If one or more Members has a Board vacancy (both Commission and Alternate Commissioner) or has its voting rights suspended, as provided herein, the number of Commissioners required for a quorum shall be temporarily reduced.

3.6 Meetings. The Board shall conduct meetings in accordance with the Minnesota Open Meeting Law (Minn. Stat., chap. 13D) and this section.

- (a) Regular Meetings. The Board shall develop a schedule of its regular meetings. The Board shall post the schedule on the Commission's website and provide a copy to each Member. The Secretary shall maintain a copy of the schedule of regular meetings. The Chair and Vice Chair may cancel a meeting due to a lack of business items. The Secretary shall make a good faith effort to notify Commissioners and Alternate Commissioners of a meeting cancellation.
- (b) Special Meetings. The Board may hold such special meetings as it may determine are necessary to conduct the business of the Commission. A special meeting may be called by the Chair or by any two Commissioners. In addition to the notice requirements provided in the Minnesota Open Meeting Law, the Secretary shall provide notice of special meetings to the Commissioners and Alternate Commissioners.
- (c) Annual Organizational Meeting. The first regular meeting on or after February 1 of each year shall constitute the annual organizational meeting of the Commission.
- (d) Rules of Procedure. The Board shall conduct its meetings generally in accordance with the procedures set out in the most current version of Robert's Rules of Order without requiring strict conformance to its requirements. The Board may modify such rules as

it determines is appropriate to facilitate the conducting of its business or adopt a different set of rules for its meetings. The Board may amend its rules from time to time as it determines is appropriate upon a majority vote of all Commissioners. The Board may also waive one or more specific rules as it determines are necessary to facilitate the conducting of its business. Voting and statutory requirements are not waivable.

#### **SECTION IV POWERS AND DUTIES OF THE BOARD**

4.1 Powers. The Board is authorized to exercise the powers in this section to carry out the purposes of the Commission.

(a) Powers Granted.

- (1) It may contract with or employ such persons or entities as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time, part-time, or consulting basis, as the Board determines.
- (2) It may contract for space, materials, supplies, and services to carry on its activities.
- (3) It may acquire necessary personal property to carry out its powers and its duties.
- (4) It shall prepare, adopt, and implement a watershed management plan and capital improvement program that satisfies the requirements of Minn. Stat. § 103B.231 and all other applicable laws and rules. In preparing said plan, the Board may consult with the engineering and planning staff of each Member and the Metropolitan Council and other public and private bodies to obtain and consider projections of land use, population growth, and other factors which are relevant to the improvement and development of the Watershed.
- (5) It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which it is organized.
- (6) It may cooperate or contract with the State of Minnesota, or any subdivision thereof, any federal agency, or and public or private organization to accomplish the purposes for which it is organized.
- (7) It may order any Member or Members to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the Watershed.
- (8) It may order any Member or Members to acquire, operate, construct, or maintain dams, dikes, reservoirs and appurtenant works or other improvements necessary to implement the overall plan.

- (9) It shall regulate, conserve, and control the use of storm and surface water and groundwater within the Watershed.
- (10) It may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission.
- (11) It may establish and maintain devices acquiring and recording hydrological and water quality data within the Watershed.
- (12) It may enter upon lands to make surveys and investigations to accomplish the purposes of the Commission.
- (13) It shall provide any Member with technical data or any other information of which the Commission has knowledge which will assist the governmental unit in preparing land use classifications or local water management plans within the Watershed.
- (14) It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Watershed. The use of Commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing Commissioners.
- (15) It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities.
- (16) It may collect monies, subject to the provisions of this Agreement, from its Members, Hennepin County, and from any other source approved by a majority of its Board.
- (17) It may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided.
- (18) It shall cause to be made an annual audit of the books and accounts of the Commission by a certified public accountant or the State Auditor, and shall transmit a copy of the annual audit to each Member upon request. Its books, reports, and records shall be available for and open to inspection by the Members at all reasonable times.
- (19) It shall make and file a report to its Members at least once annually containing, at minimum, the following information: (i) the approved budget; (ii) a reporting of revenues; (iii) a reporting of expenditures; (iv) a financial audit report that

includes a balance sheet, a classifications of revenues and expenditures, an analysis of changes in the final balances, and any additional statements considered necessary for full financial disclosure; (v) the status of all Commission projects and work within the Watershed; and (vi) the business transacted by the Commission and other matters which affect the interests of the Commission.

- (20) It may recommend changes in this Agreement to the Members.
  - (21) It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by Minn. Stat. §§ 103B.201 through 103B.251.
  - (22) It shall cooperate with the State of Minnesota, the Commissioner of Natural Resources and the Director of the Division of Waters, Soils and Minerals of the Department of Natural Resources in complying with the requirements of Minn. Stat., chap. 103G.
  - (23) It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation.
- (b) Powers Reserved. The Board shall not have any of the powers identified in this subsection (b). Expressly identifying specific powers reserved is not intended to expand, by negative implication, the powers granted above to the Board.
- (1) Eminent Domain. The Commission shall not have the power of eminent domain. Any easements or other interests in land necessary for any Board-ordered project shall be acquired as provided below.
  - (2) Real Property. The Commission shall not own any interest in real property. All such interests, if necessary for any Board-ordered project, shall be held in the name of a Member wherein said lands are located or another public or private entity, as the case may be.
  - (3) Bonding. The Commission shall not have the power to issue certificates, warrants or bonds.
  - (4) Special Assessments. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments, if deemed necessary as part of a Board-ordered project, shall be levied by the Member wherein said lands are located and in accordance with Minnesota Statutes, chapter 429. The Commission shall, however, have the power to require any Member to contribute the costs allocated or assessed according to other provisions of this Agreement.
- (c) Members. For the avoidance of doubt, each Member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission.

4.2 Collection or Diversion of Waters. Each Member agrees that it will not directly or indirectly allow the collection or diversion of any additional surface water to the Mississippi River or its tributaries without adherence to all Commission rules and requirements.

4.3 Projects.

- (a) The Board may undertake projects, including those provided in its capital improvement program, in accordance with the Watershed Management Plan. Prior to ordering any project or otherwise holding a public hearing as may be required under section 103B.251, the Commission shall secure from its engineers or some other competent person a report advising it in a preliminary way as to whether the proposed improvement is feasible, whether it shall best be made as proposed or in connection with some other improvement, the estimated cost of the improvement, and the proposed allocation of costs, including whether one or more Members will incur any such costs. A resolution setting forth the order for any capital improvement project shall require a favorable vote by two-thirds of all eligible votes of then existing Commissioners. When ordering any project, the Commission resolution will further include an allocation of costs for the project and a designation of which Member(s) or entity will contract for and fund the project. Such resolution may also designate the engineers to prepare plans and specifications.

Any Member aggrieved by the determination of the Board as to the allocation of the costs of a project shall have 30 days after the Commission resolution ordering the same to appeal said determination. Said appeal shall be in writing and shall be addressed to the Board asking for arbitration. The determination of the Member's appeal shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three persons; one to be appointed by the Board of Commissioners, one to be appointed by the appealing Member, and the third to be appointed by the two persons so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Hennepin County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the Board of Arbitration. The third person selected shall not be a resident of any Member city and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing Member. Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Chapter 572B of Minnesota Statutes.

- (b) Member Projects. The Board shall work with Members to facilitate the completion of specific Commission projects within their jurisdictional boundaries in accordance with the Watershed Management Plan. For any project that will be constructed by one or more Members and reimbursed by the Commission, to the extent authorized by the Commission, the Member(s) responsible for implementing the project shall enter into a cooperative agreement with the Commission providing for all Commission-required

terms and conditions related to the project and any such reimbursement. The terms of this subsection shall also apply to any Commission project that may be constructed by any other entity, public or private, if construction by such entities is deemed appropriate by the Commission.

- (c) Commission Projects. The Board may also undertake and contract for projects in the Commission's name, in accordance with the Watershed Management Plan and all applicable laws and regulations related to public procurement. Approval of Commission contracts for a capital improvement shall require a favorable vote by two-thirds of all eligible votes of then existing Commissioners.
- (d) County Funding. If the Commission proposes to certify all or any part of the cost of a capital improvement project for payment by Hennepin County's via its levy or bonding authority, as set forth in Minn. Stat. § 103B.251, all proceedings shall be carried out in accordance with the provisions set forth in said section 103B.251, as amended.
- (e) Contracts for Improvements. All contracts which are to be let as a result of the Commission's ordering of a project shall comply with the requirements of laws applicable to contracts let by the respective party making such contract. The Commission shall not have the authority to contract in its own name for any work for which a special assessment will be levied against any private or public property under the provisions of Minnesota Statutes, chapter 429 or any city charter, and such contracts shall be awarded by action of the governing body of a Member and shall be in the name of said Member. This subsection shall not preclude the Commission from proceeding under Minnesota Statutes, Section 103B.251 or from otherwise proceeding under subsection 4.3(c) for projects that will not be specially assessed under chapter 429.

All improvement contracts will be duly supervised by the party awarding said contract, provided, however, that the Commission shall be authorized to observe and review the work in progress and the Members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission. Representatives of the Commission shall also have the right to enter upon the place or places where any improvement work is in progress for the purpose of making reasonable tests and inspections. Commission staff shall report, advise and recommend to the Board on the progress of said work.

- (f) Land Acquisition. Because the Commission does not have the power to acquire real property, the Members agree that any and all easements or interests in land which are necessary for any project will be negotiated or condemned in accordance with all applicable laws by the Member wherein said lands are located, and each Member agrees to acquire the necessary easements or interests in such land upon order of the Commission to accomplish the purposes of this Agreement. All reasonable costs of said acquisition shall be considered as a cost of the respective improvement. If a Member determines it is in the best interests of that Member to acquire additional lands in conjunction with the taking of lands for the Commission-ordered improvement, for some other purpose, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the allocation of

the improvement costs may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring Member for said land acquisition to the extent that it benefits the other Members of this Agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board, if feasible and necessary, may defer said credits to a future project.

If any Member refuses to negotiate or condemn lands as ordered by the Board, any other Member may negotiate or condemn outside of its corporate limits in accordance with applicable laws. All Members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another Member except upon order of the Board. The Commission shall have authority to establish land acquisition policies as a part of the overall Watershed Management Plan. The policies shall be designed to equalize costs of land throughout the Watershed.

4.4 Emergency Projects. The Commission may perform emergency projects in accordance with Minn. Stat. § 103B.252.

4.5 Local Water Management Plans.

- (a) Development. Each Member agrees to develop and maintain a local water management plan, capital improvement program, and official controls as necessary to bring local water management into conformance with the Watershed Management Plan. The development and implementation of local water management plans shall conform with all requirements of the Act, including Minn. Stat. § 103B.235 and Minn. R., part 8410.0160, as amended. In accordance with the Act, the Board shall approve or disapprove each local plan or any parts of each plan. The Members understand that the Watershed Management Plan, including the Commission's capital improvement program, must consist of local parts and therefore every effort shall be made by the Commission and all Members to coordinate local plans with the Watershed's overall plan, including planning for local plans at the same time the Watershed's overall plan is being developed.
- (b) Review. Each Member shall submit its proposed local water management plan to the Metropolitan Council and the Board for review as required by Minn. Stat. § 103B.235. The Board shall consider any comments on local water management plans received from the Metropolitan Council and shall act on said plans in accordance with the Act.

4.6 Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the Watershed as this is one of the main purposes set forth in the Act. All Members agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any land or into any watercourse or storm sewer draining into Bassett Creek. The Board may investigate on its own initiative and shall investigate upon petition of any Member all complaints relating to pollution of surface water or groundwater draining into or affecting Bassett Creek or its tributaries. Upon a finding that the creek or surface



waters or groundwater are being polluted, the Board may order the Member to abate this nuisance and each Member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the Watershed.

4.7 Boundary Changes. Any changes to the boundaries of the watershed shall be undertaken in accordance with Minn. Stat. § 103B.215, as it may be amended.

## SECTION V FINANCES

5.1 Generally.

- (a) Authority. Commission funds may be expended by the Board in accordance with this Agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board. In no event shall there be a disbursement of Commission funds without the signature of at least two Board members, one of whom shall be the Treasurer or the Treasurer's Authorized Deputy Treasurer. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.
- (b) Depository. The Board shall designate one or more national or state bank or trust companies, as authorized under Minnesota law, to receive deposits of public moneys and to act as depositories for the Commission funds.

5.2 Member Contributions. Each Member agrees to continue contributing each year to a general fund, a fund to be used for general administration purposes including, but not limited to: salaries, rent, supplies, development of the Watershed Management Plan, engineering and legal expenses, insurance, and bonds, and to purchase and maintain any personal property deemed necessary by the Commission in furtherance of its purposes and powers as articulated in this Agreement. Said funds may also be used for normal maintenance of any facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with section 5.3 of this Agreement. The annual contribution by each Member shall be based fifty percent (50%) on the net tax capacity of all property within the Watershed and fifty percent (50%) on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed. In no event shall any assessment hereunder require a contribution to exceed one-half of one percent of the net tax capacity within the Watershed.

5.3 Capital Project Funding.

- (a) Project Funding; Commission Contributions. In addition to any amount to be contributed by any Member or other private or public entity, as the case may be and as specified in the Board's resolution ordering the project, the Commission may by a two-thirds vote of all then existing Commissioners decide to proceed to fund all or any part of the cost of a capital improvement contained in the Watershed Management Plan

pursuant to the authority and subject to the provisions set forth in Minn. Stat. § 103B.251.

- (b) Maintenance Levy. The Commission may establish a maintenance fund to be used for normal and routine maintenance of a work of improvement constructed in whole or part with money provided by Hennepin County. As provided in Minn. Stat. § 103B.251, subd. 9, the Board may impose, with the county's consent, an ad valorem levy on all property located within the territory of the Watershed or a subwatershed unit. The levy shall be certified, levied, collected, and distributed as provided in sections 103D.915 and 103D.921, as amended, and shall be in addition to any other money levied and distributed by the county to the Commission. Mailed notice of any hearing required under the aforementioned statutes shall be sent to the clerk of each Member municipality at least 30 days prior to the hearing. The proceeds of said maintenance levy shall be deposited in a separate maintenance and repair account to be used only for the purpose for which the levy was made.

#### 5.4 Budget; Member Assessments.

- (a) Adoption. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing Commissioners. The budget shall not in any event require any Member to contribute annually in excess of one-half of one percent of the net tax capacity of all taxable property within the Watershed and within said Member's corporate boundaries.
- (b) Certification to Members. The secretary of the Board shall certify the budget on or before July 1 to the clerk of each Member together with a statement of the proportion of the budget to be provided by each Member.
- (c) Member Review. The governing body of each Member agrees to review the budget, and the Board shall upon written notice from any Member received prior to August 1, hear objections to the budget, and may, upon notice to all Members and after a hearing, modify or amend the budget, and then give notice to the Members of any and all modifications or amendments. Modifications or amendments to the original budget require a favorable vote by a majority of all eligible votes of the then existing Commissioners.
- (d) Member Assessments. Each Member agrees to provide the funds required by the approved budget and contemplated under section 5.2. If no objections are submitted to the Board, each Member agrees to provide the funds approved by the Board after the Board has conducted the process required in this Agreement. The schedule of payments by the Members shall be determined by the Board in such a manner as to provide for an orderly collection of the funds needed.
- (e) Supplemental Budget. Upon notice and hearing, the Board by a favorable vote of a majority of all then existing Commissioners may adopt a supplemental budget

requiring additional payments by the Members within 60 days of its adoption but in no event shall the budget require any Member to contribute in excess of one-half of one percent of the net tax capacity of all taxable property within the Watershed or within any Member's corporate boundaries in any one calendar year.

5.5 Cost Allocation for Capital Projects. All capital costs incurred by the Commission shall be apportioned to the respective Members on any of the following bases:

- (a) County Levy. If the project is constructed and financed pursuant to Minn. Stat. § 103B.251, the Members understand and agree that said costs will be levied on all taxable property in the Watershed as set forth in said statute.
- (b) Negotiated Amount. A negotiated amount to be arrived at by the Members who have lands in the subdistrict responsible for the capital improvement.
- (c) Tax Capacity and/or Total Area.
  - (1) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the net tax capacity of each Member within the boundaries of the Watershed each year to the total net tax capacity in the Watershed.
  - (2) Fifty percent of all capital costs or the financing thereof shall be apportioned to each Member on the basis of the total area of each Member within the boundaries of the Watershed each year to the total area in the Watershed.
  - (3) Capital costs allocated under the 50% area/50% net tax capacity formula set forth above may be varied by a two-thirds vote of the Commission if:
    - (i) any Member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or
    - (ii) the capital improvement provides a direct benefit to one or more Members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.
  - (4) Credits to any Member for lands acquired by said Member to pond or store storm and surface water shall be allowed against costs set forth in subsections (c)(1), (c)(2) and (c)(3) of this section.

## SECTION VI MISCELLANEOUS PROVISIONS

6.1 Term. This Agreement shall be effective as of January 1, 2025 and shall remain in effect until January 1, 2035 unless terminated earlier as provided herein. The Members may agree to

continue this Agreement as the preferred method for addressing their obligation to address surface water issues under law.

6.2 Termination. This Agreement may be terminated prior to January 1, 2035, by the unanimous consent of the Members. If the Agreement is to be so terminated, a notice of the intent to dissolve the Commission shall be sent to BWSR and Hennepin County at least 90 days prior to the date of dissolution.

6.3 Dissolution. In addition to the manner provided in section 6.2 for terminating this Agreement, any Member may petition the Board to dissolve the Agreement. Following such petition, and upon 90 days' notice in writing to the clerk of each Member and to BWSR and Hennepin County, the Board shall hold a public hearing and upon a favorable vote by a majority of all eligible votes of then existing Commissioners, the Board may by resolution recommend that the Commission be dissolved. Said resolution shall then be submitted to each Member and if ratified by three-fourths of the governing bodies of all Members within 60 days, said Board shall dissolve the Commission, allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission.

6.4 Distribution of Assets. If this Agreement is terminated and not replaced with a new agreement providing for the continued operation of the Commission, or if the Commission is dissolved, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the Members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget.

[signature pages to follow]

IN WITNESS WHEREOF, the Members have entered into this Agreement by action of their respective governing bodies effective as of January 1, 2025.

**CITY OF CRYSTAL**

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

DRAFT



**JOINT POWERS AGREEMENT**  
**FOR THE ESTABLISHMENT AND CONTINUED OPERATION OF THE**  
**BASSETT CREEK WATERSHED MANAGEMENT COMMISSION**~~**AMENDED JOINT**~~  
~~**AND COOPERATIVE AGREEMENT FOR THE ESTABLISHMENT OF A BASSETT**~~  
~~**CREEK WATERSHED MANAGEMENT ORGANIZATION TO PLAN, CONTROL**~~  
~~**AND PROVIDE FOR THE DEVELOPMENT OF BASSETT CREEK**~~  
**(Showing Changes Effective August 29, 2014)**

**PREFACE**

Preface Section is struck as it contains history of the establishment of the original Bassett Creek Flood Control Commission. It is replaced with recitals that include a high level of Commission history. This agreement is a historical document that will be kept with Commission documents.

~~———— In 1968, the nine cities with land in the Bassett Creek watershed entered into a joint powers agreement which established the Bassett Creek Flood Control Commission. For the past 25 years the Commission, consisting primarily of citizen volunteers and city staff members who have volunteered their time, have worked long and hard to achieve the goals set forth when the commission was established. An overall watershed management plan was prepared and approved after public hearings. The Commission has received technical advice from the United States Army Corps of Engineers in their planning and has obtained the support and aid of all United States Senators and Congressional Representatives representing the /member cities. In 1976 the Commission and the Corps of Engineers were successful in having Bassett Creek included in the 1976 Water Resources Development Act (Section 173 Public Law 94-587). The Board of Engineers for Rivers and Harbors submitted a favorable report to the Secretary of the Army on March 30, 1977. The Secretary of the Army has by letter under date of June 19, 1978 notified the U. S. Congress of the approval of the Chief of Engineers.~~

~~———— The Bassett Creek Flood Control Commission has participated with the Minnesota Department of Transportation, the Federal Highway Administration, the City of Minneapolis and the Corps of Engineers in the planning and construction of a deep tunnel in Minneapolis which is designed to carry Bassett Creek under a portion of the City of Minneapolis. The Commission has held hearings and approved and ordered upstream construction in the cities of Golden Valley, Plymouth, Minneapolis, and Crystal. The local share of these costs is being paid by the nine member communities pursuant to an agreement consistent with the funding requirements set forth in Articles VII and VIII of the joint powers agreement which has been in effect from 1968 to 1993. The prior joint powers agreement contained the following "Statement of Intent":~~

## STATEMENT OF INTENT REGARDING AGREEMENT

“Statement of Intent” is struck as it relays historical details on the reason for establishing the organization. It is replaced with recitals that include a high level of Commission history. This agreement is a historical document that will be kept with Commission documents.

~~—————"Bassett Creek leaves Medicine Lake and flows generally eastward through the Village of Medicine Lake, Plymouth, Golden Valley and into the City of Minneapolis. In Minneapolis, the creek is channeled into a conduit and runs underground to the Mississippi River to its eventual outfall. As the creek runs through the aforementioned communities it collects storm waters and in effect acts as the storm sewer for a large densely populated area and large unpopulated area. It also carries waters channeled to it or naturally flowing to it from the Villages of Minnetonka and New Hope and the Cities of Crystal, Robbinsdale, and St. Louis Park.~~

~~For a long time the improvement and development of this creek to carry the increased quantity of storm water has been needed to allow for the orderly planning and development of the up-stream communities who must rely on the creek as the outfall for storm waters collected or naturally flowing from areas within these communities. As the communities contributing water to the creek have grown, and the lands naturally draining into the creek have been covered with buildings and hard surfaced areas, the ability of the creek and its appurtenant facilities to accommodate the water has diminished. Studies have been conducted by the municipalities both individually and collectively and a study has been made by the United States Army Corps of Engineers. The threat of flood damage increases each year with the increased use of land in the watershed area.~~

~~The nine member communities have been meeting over a number of years in an effort to solve the storm water problems in the watershed drained by Bassett Creek. Each year it becomes more apparent that solutions must be sought to allow for a more orderly and efficient planning of the area and to allow the individual communities to plan storm sewer facilities which must be constructed to serve lands within the individual communities. It is also apparent to all nine municipalities that planning and construction to control the Bassett Creek cannot be done on the basis of each community looking at its individual problems. The creek downstream must be improved to accommodate the waters which will eventually be channeled and diverted to the outfall. To determine the downstream improvements it is necessary to know how much water will be contributed by the individual communities upstream and how much storm water will be retained in ponding areas upstream and the area of lands within the watershed which will be controlled by the individual communities as "open lands" and which will not contribute as much storm water as lands which are developed residentially, commercially, or for industrial purposes.~~

~~All of the nine communities within the Bassett Creek watershed recognize the aforesated problems. In seeking solutions to the overall drainage problem it becomes apparent that the only way the problems can be solved is by joint planning, joint cooperation, joint financing and a sincere desire on the part of each community to solve the overall drainage problem within the watershed.~~



~~This means that some agency, commission, district, corporation, political subdivision, or other vehicle must be found to plan and finance improvements to and to control the development of lands within the watershed. Chapter 112 of the Minnesota Statutes provides for the formation of a watershed district with the powers and duties of conserving and controlling water and watercourses within a watershed. The creation of such a district creates a new political subdivision with the power to sue or be sued, to incur debts, liabilities and obligations, to exercise the powers of eminent domain, to provide for assessments, to borrow money and issue bonds and to do all other acts necessary to carry out the powers vested in the district by said Chapter 112. The managers of the district would be appointed by the Minnesota Water Resources Board and subsequent appointments would be by the Board of County Commissioners of Hennepin County. It is the belief of the parties to this agreement that the creation of such a district would remove control one step further from the electorate and the residents of this watershed area who ultimately would pay the costs of the aforesaid improvements. It would also create another political subdivision which would have to plan and work with the individual parties to this agreement to solve the storm water and drainage problems within the watershed.~~

~~The purpose of this statement of intent regarding the agreement is to clarify and establish for any court of review or any arbitrator or for the elected successors to the representatives who have entered into this agreement, the reasons and purposes for this joint and cooperative agreement. The parties to this agreement realize that the success or failure of the Bassett Creek Flood Control Commission created by this agreement is dependent upon the sincere desire of each member community to cooperate in the exercise of a joint power to solve a joint problem. Each party to this agreement pledges this cooperation."~~

It is the intent of this amended agreement to carry forward the same purposes as aforesaid and to revise the Joint Powers Agreement to meet the mandates of Minnesota Statutes, Sections 103B. 201 through 103B. 251 and Minnesota Rules (Chapter 8410 relating to "Metropolitan Area Local Water Management". This amended agreement shall continue the existence of a Watershed Management Organization in accordance with the provisions of the Metropolitan Surface Water Management Act as set forth in Minnesota Statutes 1992 Sections 103B. 201 to and including 103B. 251. The organization hereby created shall have all of the powers and responsibilities set forth in said statutes for the Bassett Creek Watershed. The purpose of the organization shall be to assist the 9 member communities to preserve and use natural water storage and retention systems to:


This section was updated and similar language included in Sections 1.1 and 1.2

1. Protect, preserve, and use natural surface and groundwater storage and retention systems; - Section 1.2 (c)
2. Minimize public capital expenditures needed to correct flooding and water quality problems; - Section 1.2 (d)
3. Identify and plan for means to effectively protect and improve surface water and groundwater quality; - Section 1.2 (e)
4. Establish more uniform local policies and official controls for surface water and groundwater quality: - Section 1.2 (f)
5. Prevent erosion of soil into surface water systems; - Section 1.2 (g)
6. Promote groundwater recharge; - Section 1.2 (h)
7. Protect and enhance fish and wildlife habitat and water recreational facilities; Section 1.2 (k)

8. To secure other benefits associated with the proper management of surface water. Section 1.2 (m)
9. To promote and encourage cooperation among member cities in coordinating local surface water and groundwater plans and to be aware of their neighbor's problems and to protect the public health, safety, and general welfare. – Section 1.2 (p)
10. To continue the work of the Bassett Creek Water Management Commission and to carry out the plans, policies and programs developed by said Commission from 1968 to 1993. – Section 1.2 (g)

## JOINT AND COOPERATIVE AGREEMENT

Paragraph 1



[The parties to this Agreement are governmental units of the State of Minnesota], [all of which have lands which drain surface water into Bassett Creek and all of which have power to construct, reconstruct, extend and maintain storm water management facilities]. [This agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes 1992, Sections 471.59 and 103B. 201 to and including Section 103B. 251.]

Recital A

Recital I

**NAME**

**I.**

~~The parties hereto create and establish the Bassett Creek Watershed Management Commission.~~ [Establishment reaffirmed in Section 1.1]

**GENERAL PURPOSE**

**II.**

The general purpose of this agreement is to provide an organization which can investigate, study, plan and control the construction of facilities to drain or pond storm waters, to alleviate damage by flood waters; to improve the creek channel for drainage; to assist in planning for land use; to repair, improve, relocate, modify, consolidate or abandon, in whole or in part, drainage systems within the watershed area; and to do whatever is necessary to assist in water conservation and the abatement of surface water and groundwater contamination and water pollution. In addition to the aforesated purposes, the organization hereby created shall serve as the organization for the Bassett Creek watershed and shall carry out all of the duties and responsibilities outlined in Minnesota Statutes, Section 103B. 201 through 103B. 251, both inclusive.

1.2(b)

1.2(i)

1.2(j)

1.2(l)

1.2(n)

1.2(a)

**DEFINITIONS**

**III.**

For the purposes of this agreement, the terms used herein shall have the meanings as defined in this article.

Subdivision 1. "Commission" means the organization created by this agreement, the full name of which is "Bassett Creek Watershed Management Commission." It shall be a public agency of its members. – Section 1.3 (b)

Subdivision 2. "Board" means the Board of commissioners of the Commission, consisting of one commissioner or one alternate commissioner from each of the governmental units which is a party to this agreement and which shall be the governing body of the Commission. – Section 1.3 (a)

~~Subdivision 3. "Council" means the governing body of a governmental unit which is a member of this Commission.~~

~~Subdivision 4. "Governmental Unit" means any city, county, or town.~~

Subdivision 5. "Member" means a governmental unit which enters into this agreement. – Section 1.3 (c)

Subdivision 6. "Bassett Creek Watershed" means the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Bassett Creek and within the mapped areas delineated on the map filed with the Board of Water and Soil Resources originally filed pursuant to Minnesota Statutes, 473.877, Subd. 2 and as now amended by Minnesota Statutes, Chapter 103B. – Section 1.3 (d)

## MEMBERSHIP

### IV.

The membership of the Commission shall consist of all of the following governmental units as shall elect, through resolution or ordinance adopted by their respective Councils, to become members:

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

(The foregoing list is intended to include all governmental units which are presently partially or entirely within the Bassett Creek Watershed.)

No change in governmental boundaries, structure or organizational status shall affect the eligibility of any governmental unit listed above to be represented on the Commission, so long as such governmental unit continues to exist as a separate political subdivision. – Section 2.2

Sec.  
2.1

## BOARD OF COMMISSIONERS

### V.

Subdivision 1. The governing body of the Commission shall be its Board. Each member shall be entitled to appoint one representative on the Board, and one alternate who may sit when the representative is not in attendance and said representative or alternate representative shall be called a "Commissioner". – Section 3.2

~~Subdivision 2. The council of each member shall determine the eligibility or qualification of its representative on the Commission but the terms of each Commissioner shall be as established by this agreement.~~

Subdivision 3. The term of each Commissioner and Alternate Commissioner appointed by each member shall be three years and until their successors are selected and qualify and shall

commence on February 1, except that the terms of the Commissioners first appointed shall commence from the date of their appointment and shall terminate as follows:

- a. The Commissioners appointed by the Cities of Crystal, Golden Valley, and Medicine Lake shall terminate on February 1, 1994.
- b. The Commissioners appointed by the Cities of Minneapolis, Minnetonka, and New Hope shall terminate on February 1, 1995.
- c. The Commissioners appointed by the Cities of Plymouth, Robbinsdale, and St. Louis Park shall terminate on February 1, 1996.

Sec.  
3.2

Any vacancy shall be filled for the unexpired term of any Commissioner by the council of the governmental unit of the member who appointed said Commissioner. The Commission shall notify the Board of Water and Soil Resources of member appointments and vacancies within 30 days after the Commission is notified by a member. Each member agrees to publish a notice of vacancies resulting from the expiration of a Commissioner's or Alternate Commissioner's term or where a vacancy exists for any reason. Publication and notice shall be in accordance with Minnesota Statutes, Section 103B.227, Subds. 1 and 2, as they now exist or as subsequently amended.

Sec.  
3.2  
(d)  
and  
(e)

Subdivision 4. The council of each member agrees that its representative commissioner will not be removed from the Board prior to the expiration of the Commissioner's term, unless said Commissioner consents in writing or unless said council has presented the Commissioner with charges in writing and has held a public hearing after reasonable notice to the Commissioner. A member may remove a Commissioner or an Alternate Commissioner for just cause or for violation of a Code of Ethics established by the Commission or by the Member City or for malfeasance, nonfeasance, or misfeasance. Said hearing shall be held by the Member City Council who appointed the Commissioner. A Commissioner or Alternate Commissioner who is an elected officer of a Member City who is not reelected may be removed by the appointing Member City at the appointing Member's discretion. Any decision by a Member to remove a Commissioner or Alternate Commissioner may be appealed to the Board of Water and Soil Resources. A certified copy of the Council's Resolution removing said Commissioner shall be filed with the Secretary of the Board of Commissioners and shall show compliance with the terms of this section.

Sec. 3.2(f)  
with  
updated  
language  
and  
references to  
State law

Subdivision 5. Each member shall within 30 days of appointment file with the Secretary of the Board of Commissioners a record of the appointment of its Commissioner and Alternate Commissioner. The Commission shall notify the Board of Water and Soil Resources of Member appointments and vacancies within 30 days after receiving notice from the Member. Members shall fill all vacancies within 90 days after the vacancy occurs.

Sec.  
3.2  
(d)

~~Subdivision 6. Commissioners shall serve without compensation from the Commission, but this shall not prevent a governmental unit from providing compensation for its Commissioner for serving on the Board, if such compensation is authorized by such governmental unit and by law. Commission funds may be used to reimburse a Commissioner or Alternate Commissioner for expenses incurred in performing Commission business and if authorized by the Board.~~

REVISED to  
allow for  
compensation  
Section 3.3

Subdivision 7. At the first meeting of the Board and in February of each year thereafter, the Board shall elect from its Commissioners a Chair, a Vice Chair, a Secretary, a Treasurer, ~~and such other officers as it deems necessary to conduct its meetings and affairs. At the organizational meeting or as soon thereafter as it may be reasonably done, the Commission shall adopt rules and regulations governing its meetings. Such~~ rules and regulations may be amended from time to time at either a regular or a special meeting of the Commission provided that a ten day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings is required to be sent; a majority vote of all eligible votes of the then existing members of the Commission shall be sufficient to adopt any proposed amendment to such rules and regulations.

Sec.  
3.4

Sec.  
3.6

The Board shall notify each Member City of the location and time of regular and special meetings called by the Board. A meeting shall be held at least annually, and all meetings shall be called and open to the public pursuant to Minnesota Statutes, Section 471.705, or as amended.

Sec.  
3.6

## POWERS AND DUTIES OF THE BOARD

### VI.

Subdivision 1. The Commission, acting by its duly appointed Board of Commissioners, shall as it relates to flood control, water quality, ground water recharge and water conservation or in its construction of facilities and other duties as set forth in Minnesota Laws have the powers and duties set out in this article. – Section 4.1

Subdivision 2. It may employ such persons as it deems necessary to accomplish its duties and powers. Any employee may be on a full time, part time or consulting basis as the Board determines. – Section 4.1 (a)(1)

Subdivision 3. It may contract for space and for material and supplies to carry on its activities either with a member or elsewhere. – Section 4.1 (a) (2)

Subdivision 4. It may acquire necessary personal property to carry out its powers and its duties. – Section 4.1 (a)(3)

Subdivision 5. It shall develop an overall plan containing a capital improvement program within a reasonable time after qualifying, and said plan shall meet all of the requirements as established in Minnesota Statutes, Chapter 103B. ~~Said overall plan shall establish a comprehensive goal for the development of Bassett Creek and shall establish a proposed procedure for accomplishing the purposes of the organization as set forth in Article II.~~

Sec. 4.1  
(a)(4)

In preparing the overall plan, the Board may consult with the engineering and planning staff of each member governmental unit. It may consult with the Metropolitan Council and other public and private bodies to obtain and consider projections of land use, population growth, and other factors which are relevant to the improvement and development of the Bassett Creek watershed. – Section 4.1 (a)(4)

~~Said overall plan shall include the location and adequacy of the outlet or outfall of said Bassett Creek. The plan shall include the quantity of storage facilities and the sizing of an adequate outlet for all branch lateral storm sewers within the Bassett Creek watershed. The plan shall comply with state statutes and regulations promulgated and adopted by the Board of Water and Soil Resources.~~

~~Upon completion of the overall plan, or amendments thereto, the Board shall supply each member with a copy of the proposed plan and shall submit the plan for review and comment to Hennepin County, all soil and water conservation districts in Hennepin County and to all statutory and home rule charter cities having territory within the watershed. All governmental units which expect that substantial amendment of its local comprehensive plan will be necessary in order to bring their local water management into conformance with the Commission's watershed plan shall describe as specifically as possible, the amendments to the local plan which it expects will be necessary. The Commission shall hold a public hearing after 60 days mailed notice to the clerk of each member governmental unit. The mailed notice of the hearing shall be sent at the same time the plan is submitted to the members and to other governmental agencies. After such public hearing, the Board shall prescribe the overall plan which shall be the outline for future action by the Commission.~~

~~The Commission shall then submit the plan, any comments received and any appropriate amendments to the plan to the Board of Commissioners of Hennepin County. The County shall approve or disapprove projects in the capital improvement program which may require the provision of county funds pursuant to Minnesota Statutes Sections 103B. 251 or 103D. 901. The County shall have 60 days to complete its review. If the County fails to complete its review within 60 days the plan and capital improvement programs shall be deemed approved.~~

These paragraphs discuss development of the original watershed plan. Plan development language has been updated to reference 103B and MN Rule 8410 which lay out the procedure for developing, reviewing, and adopting watershed plan and the required plan contents. See Section 4.1 (a)(4)

~~After completion of the review by Hennepin County, the plan and capital improvement program shall be submitted to the Metropolitan Council for its review. After completion of the review by the Metropolitan Council pursuant to Minnesota Statutes, Section 103B. 231, Subd. 8, the Commission shall submit the plan to the Minnesota Commissioner of Natural Resources and the Minnesota Pollution Control Agency for review and comment on the consistency of the plan with state laws and rules relating to water and related land resources and to the Board of Water and Soil Resources for review as provided in Minnesota Statutes, Section 103B. 231, Subd. 9.~~

~~After return of the plan, the Commission shall submit to each of its members a copy of the plan and all comments of the reviewing authorities. The Commission shall wait for at least 30 days for comments from the members. The Commission shall adopt the overall plan within 120 days after approval of the plan by the Board of Water and Soil Resources. The Commission shall then implement the approved plan and approved capital improvement program by resolution of the Commission as hereinafter set forth. The adoption of said overall plan shall be only upon a favorable vote of a majority of all eligible votes of the then existing members of the Commission. A copy of the adopted plan shall be filed with the clerk of each member governmental unit. Upon notice and hearing as provided for in adopting the overall plan, said plan may be amended by the Board on its own initiative or on the petition of any member governmental unit.~~

The review provisions set forth in this section are those required by Minnesota Statutes, Section 103B.231. If the law is amended, approvals shall be as required by law and the provisions contained in this section shall be amended accordingly. – Section 4.1 (a)(4)

Subdivision 6. It shall make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the Commission is organized. – Section 4.1 (a)(5)

Subdivision 7. It may cooperate or contract with the State of Minnesota or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized. – Section 4.1 (a)(6)

Subdivision 8. It may order any member governmental unit or units to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course or terminus of any ditch, drain, storm sewer, or water course, natural or artificial, within the Bassett Creek watershed. – Section 4.1 (a)(7)

Subdivision 9. It may order any member governmental unit or units to acquire, operate, construct or maintain dams, dikes, reservoirs and appurtenant works or other improvements necessary to implement the overall plan. – Section 4.1 (a)(8)

Subdivision 10. It shall regulate, conserve and control the use of storm and surface water and groundwater within the Bassett Creek watershed. – Section 4.1 (a)(9)

Subdivision 11. It may contract for or purchase such insurance as the Board deems necessary for the protection of the Commission. – Section 4.1 (a)(10)

Subdivision 12. It may establish and maintain devices for acquiring and recording hydrological and water quality data within the Bassett Creek watershed. – Section 4.1 (a)(11)

Subdivision 13. It may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes of the Commission. ~~The Commission shall be liable for actual damages resulting therefrom but every person who claims damages shall serve the Chairman or Secretary of the Board of Commissioners with a Notice of Claim as required by Chapter 466.05 of the Minnesota Statutes.~~ – Section 4.1 (a)(12)

Subdivision 14. It shall provide any member governmental unit with technical data or any other information of which the Commission has knowledge which will assist the governmental unit in preparing land use classifications or local water management plans within the watershed. – Section 4.1 (a)(13)

Subdivision 15. It may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its members and any other political subdivision, commission, Board or agency relating to the planning or construction of facilities to drain or pond storm waters or relating to water quality within the Bassett Creek watershed. The use of commission funds for litigation shall be only upon a favorable vote of a majority of the eligible votes of the then existing members of the Commission. – Section 4.1 (a)(14)



Subdivision 16. It may accumulate reserve funds for the purposes herein mentioned and may invest funds of the Commission not currently needed for its operations, in the manner and subject to the laws of Minnesota applicable to statutory cities. – Section 4.1 (a)(15)

Subdivision 17. It may collect monies, subject to the provisions of this agreement, from its members, Hennepin County and from any other source approved by a majority of its Board. – Section 4.1 (a)(16)

Subdivision 18. It may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided. – Section 4.1 (a)(17)

Subdivision 19. It shall cause to be made an annual audit by a certified public accountant or the state auditor of the books and accounts of the Commission and shall make and file a report to its members at least once each year including the following information: – Section 4.1 (a)(18)

- a. the approved budget;
- b. a reporting of revenues;
- c. a reporting of expenditures;
- d. a financial audit report or section that includes a balance sheet, a classification of revenues and expenditures, an analysis of changes in final balances, and any additional statements considered necessary for full financial disclosure;
- e. the status of all Commission projects and work within the watershed; and
- f. the business transacted by the commission and other matters which affect the interests of the commission.

Sec.  
4.1  
(a)(19)

Copies of said report shall be transmitted to the clerk of each member governmental unit.

Subdivision 20. Its books, reports and records shall be available for and open to inspection by its members at all reasonable times. – Section 4.1 (a)(18)

Subdivision 21. It may recommend changes in this agreement to its members. – Section 4.1 (a)(20)

Subdivision 22. It may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and as outlined and authorized by Minnesota Statutes, Sections 103B. 201 through 103B. 251. – Section 4.1 (a)(21)

Subdivision 23. It shall cooperate with the State of Minnesota, the Commissioner of Natural Resources and the Director of the Division of Waters, Soils and Minerals of the Department of Natural Resources in obtaining permits and complying with the requirements of Chapter 103G of the Minnesota Statutes. – Section 4.1 (a)(22)

Subdivision 24. Each member reserves the right to conduct separate or concurrent studies on any matter under study by the Commission. – Section 4.1 (c)

Subdivision 25. It shall establish a procedure for establishing citizen or technical advisory committees and to provide other means for public participation. – Section 4.1 (a)(23)

## METHOD OF PROCEEDING

### VII.

~~Subdivision 1. The procedures to be followed by the Board in carrying out the powers and duties set forth in Article VI, Subdivisions 5, 6, 7, 8, 9, and 10, shall be as set forth in this article.~~

~~Subdivision 2. The Commissioners shall be the same as those serving as Commissioners and Alternate Commissioners for the predecessor Bassett Creek Water Management Commission. The Board shall immediately proceed to revise the overall plan as set forth in Article VI, Subdivision 5 or as required by state statute. Upon adoption of said overall plan, the Board shall proceed to implement said plan, and this implementation may be ordered by stages.~~

These paragraphs describe the transition from the Flood Commission to the Watershed Management Commission and how the Bassett Creek outlet location and capacity would be determined.

~~Subdivision 3. The Bassett Creek Watershed Management Commission shall be the successor to the Bassett Creek Water Management Commission as constituted under the prior Joint Powers Agreement. All personal property, money, bank accounts, records or any other thing of value and on hand with the Bassett Creek Water Management Commission shall be transferred to the Bassett Creek Watershed Management Commission.~~

~~Subdivision 4. The location and adequacy of the outlet for Bassett Creek shall be determined and the Commission shall then prepare plans which will provide capacity to outlet the surface waters which will be collected within the Bassett Creek watershed. In determining the necessary capacity for said outlet, the Commission shall take into consideration the quantity of land within the watershed which each member governmental unit has to pond or act as a reservoir for surface waters. It shall consider only lands which are under public ownership or under public control and that will be perpetually dedicated to acting as a reservoir for surface waters. The Commission may require from each member governmental unit a commitment in writing of the lands which shall be so dedicated, including a legal description of the gross area and the capacity in acre feet of water storage. No project which will channel or divert additional waters to Bassett Creek shall be commenced by any member governmental unit prior to approval of the Board of the design of an adequate outlet or of adequate storage facilities. The adequacy of said outlet shall be determined by the Board after consultations with its professional engineers.~~

~~Subdivision 5. All construction, reconstruction, extension or maintenance of Bassett Creek including outlets, lift stations, dams, reservoirs, or other appurtenances of a surface water or storm sewer system which involve construction by or assessment against any member governmental unit~~

~~or against privately or publicly owned land within the watershed shall follow the statutory procedures outlined in Chapter 429 of the Minnesota Statutes except as herein modified.~~ The Board shall secure from its engineers or some other competent persona report advising it in a preliminary way as to whether the proposed improvement is feasible and as to whether it shall best be made as proposed or in connection with some other improvement and the estimated cost of the improvement as recommended and the proposed allocation of costs between members.

Sec.  
4.3 (a)

The Board shall then hold a public hearing on the proposed improvement after mailed notice to the clerk of each member governmental unit within the watershed. The Commission shall not be required to mail or publish notice except by said notice to the clerk. Said notice shall be mailed not less than 45 days before the hearing , shall state the time and place of the hearing, the general nature of the improvement, the estimated total cost and the estimated cost to each member governmental unit. The Board may adjourn said hearing to obtain further information, may continue said hearing pending action of the member governmental units or may take such other action as it deems necessary to carry out the purposes of this Commission.

To order the improvement, in accordance with the powers and duties established in Article VI, Subdivisions 7, 8 and 9, a resolution setting forth the order for a capital improvement project shall require a favorable vote by two-thirds of all eligible votes of then existing Board of the Commission. In all cases other than for capital improvement projects, a majority vote of all eligible members of the Board shall be sufficient to order the work. The order shall describe the improvement, shall allocate in percentages the cost allocation between the member governmental units, shall designate the engineers to prepare plans and specifications, and shall designate the member who will contract for the improvement in accordance with Subdivision 7 of this Article.

Section 4.3  
(a);  
highlighted  
sentence in  
Sec 3.5

~~After the Board has ordered an improvement or if the hearing is continued while the member governmental units act on said proposal, it shall forward said preliminary report to all member governmental units with an estimated time schedule for the construction of said improvement. The Board shall allow an adequate amount of time , and in no event less than 45 days, for each member governmental unit to conduct hearings, in accordance with the provisions of the aforesated Chapter 429 or the charter requirements of any city, or to ascertain the method of financing which said member governmental unit will utilize to pay its proportionate share of the costs of the improvement. Each member governmental unit shall ascertain within a period of 90 days the method it shall use to pay its proportionate share of the costs.~~

If the Commission proposes to utilize Hennepin County's bonding authority as set forth in Minnesota Statutes, Section 103B. 251, or if the Commission proposes to certify all or any part of a capital improvement to Hennepin County for payment, then and in that event all proceedings shall be carried out in accordance with the provisions set forth in said Section 1038.251.

Section  
4.3 (d)

The Board shall not order and no engineer shall prepare plans and specifications before the Board has adopted a resolution ordering the improvement. ~~The Board may order the advertising for bids upon receipt of notice from each member governmental unit who~~

Section  
4.3 (a)

~~will be assessed that it has completed its hearing or determined its method of payment or upon expiration of 90 days after the mailing of the preliminary report to the members.~~

Subdivision 6. Any member governmental unit being aggrieved by the determination of the Board as to the allocation of the costs of said improvement shall have 30 days after the commission resolution ordering the improvement to appeal said determination. Said appeal shall be in writing and shall be addressed to the Board asking for arbitration. The determination of the member's appeal shall be referred to a Board of Arbitration. The Board of Arbitration shall consist of three persons; one to be appointed by the Board of Commissioners, one to be appointed by the appealing member governmental unit, and the third to be appointed by the two so selected. In the event the two persons so selected do not appoint the third person within 15 days after their appointment, then the Chief Judge of the District Court of Hennepin County shall have jurisdiction to appoint, upon application of either or both of the two earlier selected, the third person to the Board of Arbitration. The third person selected shall not be a resident of any member governmental unit and if appointed by the Chief Judge said person shall be a registered professional engineer. The arbitrators' expenses and fees, together with the other expenses, not including counsel fees, incurred in the conduct of the arbitration shall be divided equally between the Commission and the appealing member.

Sec  
4.3  
(a)

Arbitration shall be conducted in accordance with the Uniform Arbitration Act, Chapter 572 of the Minnesota Statutes.

Subdivision 7. Contracts for Improvements. All contracts which are to be let as a result of the Board's order ~~to construct, repair, alter, reclaim or change the course or terminus of any ditch, drain, storm sewer, or watercourse, or to acquire, operate, construct or maintain dams, dikes, reservoirs or their appurtenances or to carry out any of the other provisions of the plan as authorized by Minnesota Statutes, and for which two or more member governmental units shall be responsible for the costs, shall be let in accordance with the provisions of Section 429.041 of the Minnesota Statutes. The bidding and contracting of said work shall be let by any one of the member governmental units, as ordered by the Board of Commissioners, after compliance with the statutes. All contracts and bidding procedures shall comply with all the requirements of law applicable to contracts let by a statutory city in the State of Minnesota.~~

See  
updated  
language  
in Sec  
4.3 (e)

The Commission shall not have the authority to contract in its own name for any improvement work for which a special assessment will be levied against any private or public property under the provisions of Chapter 429 or under the provisions of any City charter. These contracts shall be awarded by action of the council of a member and shall be in the name of a member governmental unit. This section shall not preclude the Commission from proceeding under Minnesota Statutes, Section 103B. 251.

Section  
4.3 (e)

Subdivision 8. Contracts with Other Governmental Bodies. The Commission may exercise the powers set forth in Article V1, Subdivision 7, but said contracts for a capital improvement shall require a favorable vote of two-thirds majority of the eligible votes of the then existing members of the Commission. – Section 4.3 (c)

Subdivision 9. Supervision. All improvement contracts awarded under the provisions of Subdivision 7 of this Article shall be supervised by the member governmental unit awarding said contract or said member governmental unit may contract or appoint any qualified staff member or members of the Commission to carry out said supervision, but each member agrees that the staff of this Commission shall be authorized to observe and review the work in progress and the members agree to cooperate with the Commission staff in accomplishing the purposes of this Commission.

Sec  
4.3(e)

Representatives of the Commission shall have the right to enter upon the place or places where the improvement work is in progress for the purpose of making reasonable tests and inspections. The staff of this Commission shall report and advise and recommend to the Board on the progress of said work.

Subdivision 10. Land Acquisition. The Commission shall not have the power of eminent domain. The member governmental units agree that any and all easements or interest in land which are necessary will be negotiated or condemned in accordance with Chapter 117 of the Minnesota Statutes by the unit wherein said lands are located, and each member agrees to acquire the necessary easements or right of way or partial or complete interest in land upon order of the Board of Commissioners to accomplish the purposes of this agreement. All reasonable costs of said acquisition shall be considered as a cost of the improvement. If a member governmental unit determines it is in the best interests of that member to acquire additional lands, in conjunction with the taking of lands for storm and surface drainage or storage, for some other purposes, the costs of said acquisition will not be included in the improvement costs of the ordered project. The Board in determining the amount of the improvement costs to be assessed to each member governmental unit may take into consideration the land use for which said additional lands are being acquired and may credit the acquiring municipality for said land acquisition to the extent that it benefits the other members of this agreement. Any credits may be applied to the cost allocation of the improvement project under construction or the Board if feasible and necessary may defer said credits to a future project.

Sec  
4.3(f)

If any member unit refuses to negotiate or condemn lands as ordered by the Board, any other member may negotiate or condemn outside its corporate limits in accordance with the aforesaid Chapter 117. All members agree that they will not condemn or negotiate for land acquisition to pond or drain storm and surface waters within the corporate boundaries of another member within the Bassett Creek watershed except upon order of the Board of this Commission.

The Commission shall have authority to establish land acquisition policies as a part of the overall plan. The policies shall be designed to equalize costs of land throughout the watershed. ~~Said policy is contained in the existing watershed management plan and may be continued in any revised overall plan required by Minnesota Statutes.~~

Subdivision 11. Pollution Control and Water Quality. The Commission shall have the authority and responsibility to protect and improve water quality in the watershed as this is one of the main purposes set forth in the Surface Water Management Act. All member governmental units agree that they will refuse to allow the drainage of sanitary sewage or industrial wastes onto any land or into any watercourse or storm sewer draining into Bassett Creek. The Board may

investigate on its own initiative and shall investigate upon petition of any member all complaints relating to pollution of surface water or groundwater draining into or affecting Bassett Creek or its tributaries. Upon a finding that the creek or surface waters or groundwater are being polluted, the Board shall order the member governmental unit to abate this nuisance and each member agrees that it will take all reasonable action available to it under the law to alleviate the pollution and to assist in protecting and improving the water quality of surface water and groundwater in the watershed. – Section 4.6

Subdivision 12. Local Water Management Plans. The Commission shall have power and authority to review the members' local water management plans, capital improvement programs and official controls required by Minnesota Statutes Section 103B. 235 and/or by rules promulgated and adopted by the Board of Water and Soil Resources. The members also understand that the overall plan and capital improvement program required for the entire watershed must consist of the local parts in the plan and therefore every effort shall be made by the Commission to coordinate the local plans with the watershed's overall plan. The members further understand and agree that upon completion and approval of the overall plan required by Minnesota Statutes 103B. 231, each member will be required to present their local management plan to the Commission as required by Minnesota Statutes, Section 103B. 235. It is therefore important that each member provide the Commission with their best effort to coordinate and plan for the individual member's local plan at the same time the watershed overall plan is being assembled.

Updated language in Sec 4.5 (a) and (b)

## FINANCES

### VIII.

Subdivision 1. The Commission funds may be expended by the Board in accordance with this agreement and in accordance with the procedures as established by law and in the manner as may be determined by the Board. The Board shall designate one or more national or state bank or trust companies, authorized by Chapters 118 and 427 of the Minnesota Statutes to receive deposits of public moneys and to act as depositories for the Commission funds. In no event shall there be a disbursement of Commission funds without the signature of at least two Board members, one of whom shall be the Treasurer or his Authorized Deputy Treasurer. The Treasurer shall be required to file with the Secretary of the Board a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Board. The Commission shall pay the premium on said bond.

Section 5.1 (a) and (b)

~~Subdivision 2. The members agree to contribute all cash, bank deposits, and other assets held by the Bassett Creek Water Management Commission to the new Bassett Creek Watershed Management Commission to carry out the purposes of the Commission. Each member governmental unit has contributed its proportionate share of said funds based on the net tax capacity and area of all taxable property within the Bassett Creek watershed.~~

Subdivision 3. Each member agrees to contribute each year to a general fund, said fund to be used for general administration purposes including, but not limited to: salaries, rent, supplies, development of an overall plan, insurance, and bonds, and to purchase and maintain devices to measure hydrological and water quality data. Said funds may also be used for normal maintenance of the facilities, but any extraordinary maintenance or repair expense shall be treated as an improvement cost and processed in accordance with Subdivision 4 of this Article. The annual contribution by each member shall be based fifty percent (50%) on the net tax capacity of all property within the watershed and fifty percent (50%) on the basis of the total area of each member within the boundaries of the Watershed each year to the total area in the Bassett Creek watershed. In no event shall any assessment require a contribution to exceed one-half of one percent of the net tax capacity within the watershed.

Section 5.2

Subdivision 4.

(a) An improvement fund shall be established for each improvement project instituted under Article VII, Subdivision 3. Each member agrees to contribute to said fund its proportionate share of the engineering, legal and administrative costs as determined by the amount to be assessed against each member as a cost of the improvement. The Board shall submit in writing a statement to each member, setting forth in detail the expenses incurred by the Commission for each project.

Although significantly refined language, the power to require cities (members) to pay for portions of CIP projects is moved to Sections 4.3(a) and 5.3 (a)

Each member further agrees to pay to or contract with the member governmental unit awarding said contract for the improvement, its proportionate share of the cost of the improvement in accordance with the determination of the Board under Article VII, Subdivision 5. The member awarding the contract shall submit in writing copies of the engineer's certificate authorizing payment during construction and the member being billed agrees to pay its proportionate share of said improvement costs within 30 days after receipt of the statement. The member awarding the contract shall advise other contributing members of the tentative time schedule of the work and the estimated times when the contributions shall be necessary.

(b) Notwithstanding the provisions of paragraph (a) of this subdivision, the Commission may by a vote of 2/3rds of all eligible votes of the then existing members of the Commission decide to proceed to fund all or any part of the cost of a capital improvement contained in the capital improvement program of the plan pursuant to the authority and subject to the provisions set forth in Minnesota Statutes, Section 103B. 251. The Commission ~~and Hennepin County~~ may establish a maintenance fund to be used for normal and routine maintenance of an improvement constructed in whole or in part with money provided by Hennepin County pursuant to Minnesota Statutes, Section 103B. 251. The levy and collection of an ad valorem tax levy for maintenance shall be by Hennepin County based upon a tax levy resolution adopted by a majority vote of all eligible members of the Commission and remitted to the County on or before the date prescribed by law each year. If it is determined to levy for maintenance, the Commission shall be required to follow the hearing process established by Minnesota Statutes, Section 103D. 915 and 103D. 921 and acts amendatory thereof and in addition

Section and 5.3 (a) and (b)

thereto. Mailed notice shall be sent to the Clerk of each member municipality at least 30 days prior to the hearing.

Subdivision 5. On or before July 1 of each year, the Board shall adopt a detailed budget for the ensuing year and decide upon the total amount necessary for the general fund. Budget approval shall require a favorable vote by a majority of all eligible votes of the then existing members of the Board. – Section 5.4(a)

The Secretary of the Board shall certify the budget on or before July 1 to the clerk of each member governmental unit together with a statement of the proportion of the budget to be provided by each member. The Council of each member agrees to review the budget, and the Board shall upon notice from any member received prior to August 1, hear objections to the budget, and may, upon notice to all members and after a hearing, modify or amend the budget, and then give notice to the members of any and all modifications or amendments. – Section 5.4 (b) and (c)

Each member agrees to provide the funds required by the budget and said determination shall be conclusive if no member enters objections in writing on or before August 1. If no objections are submitted to the Board, each member agrees to provide the funds approved by the Board, after the Board has conducted the aforementioned hearing. Modifications or amendments to the original budget require a favorable vote by a majority of all eligible voters of then existing members of the Board. – Section 5.4 (d)

The budget shall not in any event require any member to contribute in excess of one-half of one percent of the net tax capacity of all taxable property within the watershed and within said members corporate boundaries. – Section 5.4 (a)

The schedule of payments by the members shall be determined by the Board in such a manner as to provide for an orderly collection of the funds needed. – Section 5.4 (d)

Upon notice and hearing, the Board by a favorable vote of a majority of all eligible votes of then existing members may adopt a supplemental budget requiring additional payments by the members within 60 days of its adoption but in no event shall the budget require any member to contribute in excess of one-half of one percent of the net tax capacity of all taxable property within the watershed or within any member's corporate boundaries in any one calendar year. – Section 5.4 (e)

~~Members' attention is drawn to Minnesota Statutes, Section 103B. 245, which authorizes a Watershed Management Tax District to be created within each member City to pay the costs of planning and for the purpose of paying capital costs and/or normal and routine maintenance of facilities.~~

Subdivision 5. Cost Allocation. All capital costs incurred by the Commission shall be apportioned to the respective members on either (1), (2), or (3) of the following bases:

- (1) A negotiated amount to be arrived at by the members who have lands in the subdistrict responsible for the capital improvement. – Section 5.5 (b)
- (2) (a) Fifty percent of all capital costs or the financing thereof shall be apportioned



Section 5.5 (c)

- (b) to each member on the basis of the real property valuation net tax capacity of each member within the boundaries of the watershed each year to the total real property valuation net tax capacity in the Bassett Creek watershed area governed by this Agreement.
  - (b) Fifty percent of all capital costs or the financing thereof shall be apportioned to each member on the basis of the total area of each member within the boundaries of the watershed each year to the total area in the Bassett Creek watershed area governed by this Agreement.
  - (c) Capital costs allocated under the 50% area/50% net tax capacity formula herein set forth may be varied by the Commission by a 2/3rds vote if:
    - (1) any member community receives a direct benefit from the capital improvement which benefit can be defined as a lateral as well as a trunk benefit, or
    - (2) the capital improvement provides a direct benefit to one or more members which benefit is so disproportionate as to require in a sense of fairness a modification in the 50/50 formula.
  - (d) Credits to any member for lands acquired by said member to pond or store storm and surface water shall be allowed against costs set forth in Subsections (a), (b), and (c) of this Section.
- (3) If the project is constructed and financed pursuant to Minnesota Statutes, Section 103B. 251, the members understand and agree that said costs will be levied on all taxable property in the watershed as set forth in the statute. – Section 5.5 (a)

### MISCELLANEOUS PROVISIONS

#### IX.

Subdivision 1. The Commission shall not have the power to issue certificates, warrants or bonds. – Section 4.1 (b)(3)

Subdivision 2. The Commission shall not have the power of eminent domain and shall not own any interest in real property. All interests in lands shall be held in the name of the corporate member wherein said lands are located. – Sections 4.1 (b)(1) and 4.1 (b)(2)

Subdivision 3. The Commission shall not have the power to levy a special assessment upon any privately or publicly owned land. All such assessments shall be levied by the member wherein said lands are located. It shall have the power to require any member to contribute the costs allocated or assessed according to the other provisions of this agreement. – Section 4.1(b)(4)

Subdivision 4. Each member agrees that it will not directly or indirectly collect or divert any additional surface water to the Mississippi River or its tributaries without adherence to all Commission rules and requirements ~~from any subdistrict or subtrunk without a permit from the Board of Commissioners. Permits may be granted by the Board for a member to proceed with the construction or reconstruction of improvements within the individual corporate members' boundaries and at its sole cost upon a finding:~~

Section 4.2

- ~~— (a) that there is an adequate outlet; and~~
- ~~— (b) that said construction is in conformance with the overall plan; and~~

~~(e) that the construction will not adversely affect other members of this agreement.~~

Subdivision 5. Any member who is more than 60 days in default in contributing its share to the general fund shall have the vote of its Board member suspended pending the payment of its proportionate share.

Any member who is more than 60 days in default in contributing its proportionate share of the cost of any improvement to the contracting member shall upon application of the contracting member have the vote of its Board member suspended, pending the payment of its proportionate share.

Sec  
3.2(g)

Any Board member whose vote is under suspension shall not be considered as an eligible member as such membership affects the number of votes required to proceed on any matter under consideration by the Board.

## DURATION

### X.

Subdivision 1. Each member agrees to be bound by the terms of this agreement until January 1, 2025, and it may be continued thereafter at the option of the parties. – Section 6.1

Subdivision 2. This agreement may be terminated prior to January 1, 2025, by the unanimous consent of the parties. If the agreement is to be terminated, a notice of the intent to dissolve the Commission shall be sent to the Board of Water and Soil Resources and to Hennepin County at least 90 days prior to the date of dissolution. – Section 6.2

Subdivision 3. In addition to the manner provided in Subdivision 2 for termination, any member may petition the Board to dissolve the agreement. Upon 90 days notice in writing to the clerk of each member governmental unit and to the Board of Water and Soil Resources and to Hennepin County, the Board shall hold a hearing and upon a favorable vote by a majority of all eligible votes of then existing Board members, the Board may by Resolution recommend that the Commission be dissolved. Said Resolution shall be submitted to each member governmental unit and if ratified by three-fourths of the councils of all eligible members within 60 days, said Board shall dissolve the Commission allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Commission. – Section 6.3

## DISSOLUTION

### XI.

Upon dissolution of the Commission, all property of the Commission shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible members of the Commission. Such distribution of Commission assets shall be made in proportion to the total contribution to the Commission as required by the last annual budget. – Section 6.4

## EFFECTIVE DATE

### XII.

~~This agreement shall be in full force and effect upon the filing of a certified copy of the resolution approving said agreement by all nine members. Said resolution shall be filed with the Chair of the existing Bassett Creek Watershed Management Commission (presently W. Peter Enck of the City of New Hope), who shall notify all members in writing of its effective date and shall set the date for the next meeting to be conducted under this amended Joint Powers Agreement.~~

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes Sections 103B. 211 and 471.59.





## Bassett Creek Watershed Management Commission

### MEMO

To: BCWMC Commissioners and Alternate Commissioners  
From: Administrator Jester  
Date: March 13, 2024

#### **RE: Funding Sweeney Lake Eurasian Watermilfoil (EWM) Surveys and Treatment**

Good news! At their meeting on March 12<sup>th</sup>, the Hennepin County Public Works Committee recommended approval of the [Aquatic Invasive Species \(AIS\) Prevention Grant](#) for the Sweeney Lake EWM eradication project. The full Hennepin County Board will make a final decision on the grant funding at their meeting on March 20<sup>th</sup>.

In cooperation with the Sweeney Lake Association and the City of Golden Valley, this project aims to eradicate a new infestation of EWM from Sweeney Lake. There are several activities included in the project including surveying the lake before and after an herbicide treatment, treating the EWM with an herbicide, surveying ponds upstream from the lake to investigate potential sources of the EWM, surveying Twin Lake for EWM, and providing AIS detection training to lake residents. Since the grant application was developed, and due to extremely early ice out on the lake, additional surveys of the EWM areas are planned to ensure the plant is at the optimal height and maturity for a successful treatment.

The total cost of the project is estimated to be \$24,380. Grant funds, if approved, will total \$13,680. The Sweeney Lake Association (SLA) has pledged to cover the cost of the herbicide treatment of up to \$7,500. That leaves a balance of \$3,200 in needed funds.

Assuming the grant funding is approved, staff recommends the following actions by the Commission:

1. Approve the use of up to \$5,000 from the Commission's AIS/APM budget line toward the project. This would cover the remaining project costs of \$3,200 plus additional funding of \$1,800 if conditions or circumstances warrant. The Commission has already spent about \$1,600 this year providing engineering assistance to design the surveys and treatment plan and help develop the grant application and budget. This project, combined with already planned curly-leaf pondweed treatment and funding toward boat launch inspections on Medicine Lake would result in a budget deficit in the AIS/APM budget of about \$4,000. Staff believes these expenditures are warranted given the chance to eradicate EWM from Sweeney Lake.
2. Authorize the chair to execute a grant agreement with Hennepin County upon review and approval by the Commission Attorney, Commission Administrator, and Commission Chair. (Timely execution of the grant agreement is needed as project activities are expected to begin soon but will be not eligible for grant funding before the agreement is executed.)



DRAFT

Land and Water Acknowledgement Statement  
of the  
Bassett Creek Watershed Management Commission

We acknowledge that the land and waterways we steward and manage are the living waters of the Hâhâwakpadaŋ, located in Mnisota Makoĉe, the homeland of the Dakota peoples.

Historically, the Hâhâwakpadaŋ provided material, nutritional, and spiritual sustenance to the Dakota peoples. We acknowledge the forced removal of the Dakota from their lands and waterways that nurtured them as kin and recognize the environmental degradation that continues in pursuit of resources today.

Acknowledging the complex past and present traumas and triumphs is a step toward healing. Today, we work to care for and protect the Hâhâwakpadaŋ watershed by reducing the impacts of climate change and improving the ecosystem health for all living beings in the watershed.

The living waters of Hâhâwakpadaŋ remain significant to the historic and contemporary Native people today, including many who live in our watershed. We seek to identify and integrate Native wisdom into the stewardship of the Hâhâwakpadaŋ and into our management practices by working with Indigenous peoples and communities that still carry that knowledge today.







## Bassett Creek Watershed Management Commission

### MEMO

To: BCWMC Commissioners and Alternate Commissioners

From: Administrator Jester

Date: March 14, 2024

#### **RE: Potential Study of Creek Co-Naming Opportunities**

Over the past couple of years, commissioners have occasionally and informally discussed the potential to incorporate the Dakota name, *Haŋa Wakpadaŋ*, in and on Commission materials, signage, website, etc.

For instance, the Education Committee is recommending that the updated watershed map show both names for the creek and include a large section on the Dakota community – including history, culture, knowledge of natural resources, and historical maps.

Staff is seeking input and direction from the Commission on a potential process to study creek co-naming so that recommendations on how, when, and where co-naming is appropriate and desired can be presented and discussed. Right now, this is not an endeavor to change the name of the organization, but to incorporate and honor the Dakota name for the creek wherever possible. Some ideas include co-naming the creek on the BCWMC website, on educational signage, in educational materials, in the watershed management plan, on the BCWMC letterhead, etc.

Should an existing BCWMC committee study the options and develop co-naming recommendations?

Should a new committee be formed for this endeavor?

Should a consultant or individual be hired to help facilitate the study of options and development of recommendations?





## Bassett Creek Watershed Management Commission MEMO

Date: March 14, 2024  
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. At the March meeting, the Commission approved an increase to the engineering services budget and learned the construction budget is currently tracking well under budget. The change order resulting from the City of Minneapolis' request to replace a city sewer pipe resulted in extra design/engineering costs that were approved by the Administrator so work could continue without delays. The MPRB will reimburse the Commission for those extra costs and will, in-turn, be paid by the city. In early May construction was focused in the Morgan / Laurel intersection. The right-of-way storm sewer work is complete including the rerouting of some of the existing storm infrastructure and installation of the stormwater diversion structures. Construction of the ponds is complete and stormwater from the neighborhood to the west is now being routed through new storm sewers to the ponds. Vegetation is currently being established around the ponds. At the October meeting the Commission approved an amendment to the agreement with MPRB and Minneapolis in order to facilitate grant closeout. At the December meeting the Commission approved a partial reimbursement to MPRB for \$400,000. Corrections to a weir that was installed at the wrong elevation are currently being developed. Commission Engineers are evaluating options to correct it. A final grant report was submitted to the MN Board of Water and Soil Resources in late January. 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 July 2023):** 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 2022 meeting. No action was taken at that meeting to move forward with alternatives analysis. In May and June 2023, Commission staff discussed the possibility of incorporating stormwater management features into a redevelopment of Jevne Park currently being considered by the City of Medicine Lake. After review of the preliminary park design plans, the Commission Engineer and I recommended implementation of the original CIP Project to the City. 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. Monitoring in Schaper Pond in 2023 and a reassessment of carp populations in 2024 were approved in early 2023. Carp box netting in 2024 is also approved, as needed. Water monitoring in the pond was performed in summer 2023. A carp survey will proceed this summer and box netting, if needed. The Commission Engineer will provide updates as work progresses. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=277>.

**2014 Twin Lake In-lake Alum Treatment, Golden Valley (TW-2): (No change since June 2018)** At their March 2015 meeting, the Commission approved the project specifications and directed the city to finalize specifications and solicit bids for the project. The contract was awarded to HAB Aquatic Solutions. The alum treatment spanned two days: May 18- 19, 2015 with 15,070 gallons being applied. Water temperatures and water pH stayed within the desired ranges for the treatment. Early transparency data from before and after the treatment indicates a change in Secchi depth from 1.2 meters before the treatment to 4.8 meters on May 20th. There were no complaints or comments from residents during or since the treatment.

Water monitoring continues to determine if and when a second alum treatment is necessary. Lake monitoring results from 2017 were presented at the June 2018 meeting. Commissioners agreed with staff recommendations to keep the CIP funding remaining for this project as a 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 Nov):** 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. At the July meeting, the Commission approved an agreement with the city to design, construct, and maintain the CIP project components and allow a future developer to use pollutant removal capacity above 100 pounds of total phosphorus. A fully executed agreement is now filed. The updated 90% project plans were approved at the September meeting. Unfortunately, city staff recently indicated that due to permitting inconsistencies with the U.S. Army Corps of Engineers, the project will not be built this winter as planned. The city is now planning to construct the project in the fall and winter of 2024. Project webpage: <http://www.bassettcreekwmo.org/index.php?cID=282>.

**2021 Parkers Lake Chloride Reduction Project (PL-7):** The feasibility study for this project was approved in May 2020 with Alternative 3 being approved for the drainage improvement work. After a public hearing was held with no public in attendance, the Commission ordered the project on September 17, 2020 and entered an agreement with the city of Plymouth to implement the project in coordination with commission staff. City staff and I have had an initial conversation about this project. The city plans to collect additional chloride data this winter in order to better pinpoint the source of high chlorides loads within the subwatershed. Partners involved in the Hennepin County Chloride Initiative (HCCI) are interested in collaborating on this project. A proposal from Plymouth and BCWMC for the “Parkers Lake Chloride Project Facilitation Plan” was approved for \$20,750 in funding by the HCCI at their meeting in March. The project will 1) Compile available land use data and chloride concentrations, 2) Develop consensus on the chloride sources to Parkers Lake and potential projects to address these sources, and 3) Develop a recommendation for a future pilot project to reduce chloride concentrations in Parkers Lake, which may be able to be replicated in other areas of Hennepin County, and 4) help target education and training needs by landuse. 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 2022 meeting, the Commission approved a scope and budget for a study of the feasibility of in-lake chloride reduction activities which was presented at the November meeting. Following direction from the Commission, Commission staff are preparing a scope for a holistic plan for addressing chloride runoff from the most highly contributing subwatershed. Commission Engineers and Administrator recently met with city staff and the WMWA educator to discuss outreach, possibly highly contributing properties, data needs, and possible approaches to reducing chlorides. 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)

**2022 Medley Park Stormwater Treatment Facility (ML-12) (No change since February):** 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 and the grant agreement approved in March 2022. 50% design plans were approved in February 2022 and 90% plans were approved at the May 2022 meeting. 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 2023. Activities this spring included completing grading (topsoil adjustments); paving (concrete, bituminous); light pole and fixture install; benches install; site clean up and prep for restoration contractor. In late May, Peterson Companies completed their construction tasks and the project transitioned to Traverse de Sioux for site restoration and planting. A small area of unexpected disturbance from construction was added to the overall area to be restored with native plants through a minor change order. Site restoration, planting, and seeding was completed in late June. An interim grant report was submitted to the MN Board of

Water and Soil Resources in late January. [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 December):** 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. Six construction bids were received in late February with several of them under engineer's estimates. The city contracted with Rachel Contracting and construction got underway earlier this spring. By late June excavation was completed and the playground area was prepped and ready for concrete work to begin on July 5. Bids were open for the SEA School/Wildwood Park restoration project on June 20. Three bids were received and two came in right around our estimate. The city is recommending the low bidder (Landbridge Ecological). At the end of July utility crews lowered the watermain and installed the storm sewer diversions into the park from along Duluth Street. The hydrodynamic separator was also set (with a crane). Crews also worked on the iron-enhanced sand filter and the outlet installation, stone work on the steepened slopes, trail prep, bituminous paving, and concrete work (curb and gutter, pads, and ADA ramps). The preconstruction meeting for the restoration work was held with work to begin late August or early September. The city awarded the contract for the DeCola Pond D outlet work to Bituminous Roadways Inc. in August. The SEA School site construction is complete and restoration work is complete for the season. The DeCola Pond D outlet replacement and site restoration is also now complete.

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).

**Bassett Creek Restoration Project: Regent Ave. to Golden Valley Rd. (2024 CR-M), Golden Valley:**

A feasibility study for this project got underway in fall 2022. A public open house was held March 1<sup>st</sup> with 30 residents attending. The draft feasibility report was presented at the April meeting. A final feasibility report was presented at the June meeting where the Commission approved the implementation of Alternative 3: to restore all high, medium, and low priority sites. A Clean Water Fund grant application for \$350,000 was recently developed and submitted to BWSR. The Commission held a public hearing on this project at its September meeting and officially ordered the project and set the final levy. An agreement with the City of Golden Valley to implement the project was drafted by the Commission Attorney recently reviewed by city staff. Commission staff and city staff met recently to further review the agreement which will be brought to a future meeting for consideration. Project website: <https://www.bassettcreekwmo.org/projects/all-projects/bassett-creek-restoration-project-regent-ave-golden-valley-r>

**Ponderosa Woods Stream Restoration Project, Plymouth (ML-22):** A feasibility study for this project got underway in fall 2022. A public open house was held February 13<sup>th</sup> with 3 residents attending. The draft feasibility report was presented at the May meeting and additional information was presented at the June meeting where the Commission approved implementing Alternative 1.5. The Commission held a public hearing on this project at its September meeting and officially ordered the project, set the final levy, and approved an agreement with the City of Plymouth for project implementation. Plymouth is finalizing an engineering contract right now. 60% and 90% designs will be brought to the Commission this summer. A public open house is planned for June and construction is likely to get underway in late fall/early winter. Project website: <https://www.bassettcreekwmo.org/projects/all-projects/ponderosa-woods-stream-restoration-project>.

**Sochacki Park Water Quality Improvement Project (BC-14) (See Item 5A):** This project is proposed to be added to the CIP through a minor plan amendment as approved at the March Commission meeting with CIP funding set at \$600,000. The project involves a suite of projects totaling an estimated \$2.3M aimed improving the water quality in three ponds and Bassett Creek based on a subwatershed analysis by Three Rivers Park District (TRPD). A memorandum of understanding about the implementation process, schedules, and procedural requirements for the project was executed in April among BCWMC, TRPD, and the cities of Golden Valley and Robbinsdale. A feasibility study is underway for the project and is being funded by TRPD. The feasibility study kick off meeting was held June 5<sup>th</sup>. Information on the project and an update on the

feasibility study was presented at the June meeting. A technical stakeholder meeting was held July 10<sup>th</sup>. A public open house was held July 26<sup>th</sup> and a Phase I Environmental Site Assessment was recently completed. The draft feasibility study was presented at the August meeting and the final feasibility study was approved at the September meeting. The Commission held a public hearing on this project at its September meeting and officially ordered the project and set the final levy. Project partners recently met to review a scope and budget for design and discuss construction sequencing, funding availability, and cooperative agreement provisions. TRPD was recently awarded \$1.6M in federal funding for this project and other facility investments in Sochacki Park. Staff will provide a project update at this meeting. A cooperative agreement with TRPD and Robbinsdale is expected to be presented at the April meeting. Project webpage:

<https://www.bassettcreekwmo.org/projects/all-projects/sochacki-park-water-quality-improvement-project>.

**Plymouth Creek Restoration Project Dunkirk Lane to 38<sup>th</sup> Ave. North (2026 CR-P)**: A scope and budget for a feasibility study was approved at the October meeting. A project kick off meeting was held November 3<sup>rd</sup> and a technical stakeholder meeting was held December 5<sup>th</sup>. Field investigations and desktop analyses are complete. Site prioritization ranking criteria are being developed and concept designs are being developed. A public open house was held on March 11th. Residents who attended are in favor of the project and had questions about impacts to trees, potential construction activities in specific reaches, and buckthorn removal. A draft feasibility study will be presented at the May meeting. Project webpage:

<https://www.bassettcreekwmo.org/projects/all-projects/plymouth-creek-restoration-dunkirk-lane-38th-ave-n>.

**Administrator Activities February 8 – March 13, 2024**

Subject	Work Progress
<b>CIP and Technical Projects</b>	<ul style="list-style-type: none"> <li>• <u>Plymouth Creek Restoration Project Dunkirk to 38<sup>th</sup> Ave. N</u>: Assisted with planning for the public open house including reviewing and commenting on presentation boards; gathered BCWMC educational materials and created sign in sheet for open house; attended open house; updated webpage</li> <li>• <u>Main Stem Restoration Project Regent Ave. to Golden Valley Rd.</u>: Reviewed city-edited cooperative agreement and met with Commission Attorney and city staff to discuss</li> <li>• <u>Sochacki Park WQ Improvement Project</u>: Corresponded with project partners and Commission Engineers through various meetings to discuss design scope and project implementation; reviewed and provided comments on design scope; developed memo for commissioners with project update</li> <li>• Continued coordination with Sweeney Lake Assoc, Commission Engineers, and City of Golden Valley re: plans for closing lake to all activities and planning for surveys and treatment of Eurasian watermilfoil on Sweeney Lake; developed and submitted AIS prevention grant application and discussed with Hennepin County staff; developed memo to commissioners with requested actions re: project budget and grant agreement</li> </ul>
<b>Education and Outreach</b>	<ul style="list-style-type: none"> <li>• Corresponded with watershed map contractor to relay Education Committee recommendations; requested map contract amendment to increase not-to-exceed expenditures due to additional time needed to incorporate committee requests</li> <li>• Reviewed meeting materials and participated in West Metro Water Alliance meeting</li> <li>• Gathered CAMP volunteers and submitted list to Met Council</li> <li>• Drafted and sent email to commissioners with events and meetings, request for volunteers</li> <li>• Reviewed and provided comments/edits on interactive paddling map developed by Golden Valley</li> <li>• Developed agenda and materials for Education Committee meeting including possible 2024 education budget, attended meeting</li> <li>• Arranged for April Education Committee meeting</li> </ul>
<b>Administration</b>	<ul style="list-style-type: none"> <li>• Developed agenda; reviewed invoices and submitted expenses spreadsheet to Plymouth; developed Administrator’s report; reviewed bank statements, investment statements and financial report; drafted February meeting minutes; reviewed memos, reports, documents and presentations for Commission meeting; printed and disseminated meeting information to commissioners, staff, and TAC; updated online calendar; drafted meeting follow up email; ordered catering for March Commission meeting</li> <li>• Participated in pre-meeting call with Commission Engineer and Chair Cesnik</li> <li>• Corresponded Deputy Treasurer and Commission Engineers re: updating development fee submittal</li> </ul>



	<p>option for electronic collection; updated fee schedule and project review application documents and posted online; updated review process instructions online</p> <ul style="list-style-type: none"> <li>• Met with new Crystal alternate commissioner as welcome/introduction to BCWMC</li> <li>• Emailed MnDNR re: Medicine Lake Fishery Management Plan</li> <li>• Updated online calendar, CIP pages, commission roster with new committee appointments</li> <li>• Reviewed materials and participated in Met Council's 2050 Water Policy Plan committee meeting</li> <li>• Prepared agenda and meeting materials and participated in March 7<sup>th</sup> TAC meeting</li> <li>• Corresponded with MPLS resident re: water problems on property and emailed MPLS TAC member.</li> <li>• Reviewed and provided comments and edits on updated JPA; made mark ups and notes on existing JPA to relay changes to commissioners for March meeting</li> <li>• Reviewed and commented on draft land and water acknowledgement statement</li> <li>• Coordinated with March speaker on Haha Wakpadan oral history project and next steps</li> <li>• Participated in annual check in meeting with St. Louis Park staff</li> <li>• Set up Budget Committee meeting</li> <li>• Participated in Watershed Equity Alliance meeting</li> </ul>
<b>MN Watersheds</b>	<ul style="list-style-type: none"> <li>• Participated in MN Association of Watershed Administrators quarterly meeting (St. Paul)</li> <li>• Attended MN Watersheds Legislative Event (St. Paul)</li> </ul>
<b>2025 Watershed Management Plan</b>	<ul style="list-style-type: none"> <li>• Met with Commission Engineers for bi-weekly check in meetings</li> <li>• Drafted meeting minutes for February PSC meeting</li> <li>• Prepared agenda and assisted with preparing materials for March PSC meeting; attended meeting</li> <li>• Reviewed introduction sections of other plans and Bassett current plan</li> <li>• Reviewed and commented on updated waterbody classification table</li> <li>• Updated plan development calendare</li> </ul>



TO: ADMINSTRATORS AND BOARD MEMBERS – Bassett Creek WMC  
FROM: Malloy, Montague, Karnowski, Radosevich & Co., P.A.  
5353 Wayzata Boulevard, Suite 410  
Minneapolis, MN 55416  
DATE: March 8, 2024  
SUBJECT: Auditors Compliance, M.S. 471.87 – Public Officers’ Interest in Contracts

Per Minnesota Statute § 471.87, a public officer who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest, *directly or through a family member including his or her spouse*, in that sale, lease, contract, or personally benefit financially therefrom.

To document compliance with this statute, we request that you complete the following:

Name	_____
Principal place of business	_____
Spouse’s name	_____
Spouse’s principal place of business	_____
Family member(s)	_____
Family member’s place of business	_____

I hereby certify that during the fiscal year ended January 31, 2024, I **have not** had a financial interest in the sale, lease, or contract of the Organization nor have I personally benefited from any such transaction.

By: \_\_\_\_\_  
(signature)

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

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

If you, *directly or through a family member or spouse*, **have** had a financial interest in the sale, lease, or contract with the Organization, please describe below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_